MTA and MCS Proposal Comparison

Prepared October 30, 2026 • Proposal terms only • No estimated District costs

Compare MTA's July 31, 2026 proposals, including its Two-Year Deal, with Modesto City Schools' October 23, 2026 counterproposal. This MTA summary presents proposed terms; it does not identify signed tentative agreements. The underlying proposals control.

"Not restated" means the October 23 packet does not reproduce the term; it does not mean withdrawn, rejected, or agreed. Some District terms incorporate earlier proposals. PDF references use the 93-page District packet's file order, rather than its repeated printed page numbers.

Article IX (Salary) and the Two-Year Deal

MTA: July 31 Two-Year Deal, Salary; July 31 Article IX (Salary), Professional Development and Section M. District: October 23 packet, PDF pages 1–2.

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
2025-26 ongoing	3.0% on-schedule, effective July 1, 2025, or the first day of the 2025–26 work year, whichever is earlier. Retroactive for all unit members who performed paid bargaining-unit service during the retroactive period, including those who later retired, resigned, separated, changed assignments, or changed status. Payment as soon as administratively practicable following ratification and Board approval. MTA: Two-Year Deal, Salary, 2025–26	3.0% ongoing increase to applicable salary schedules, effective July 1, 2025, or the beginning of the 2025–26 school-year pay cycle. The broader MTA retroactive-eligibility language is not restated. District PDF p. 1
2026-27 ongoing	4.5% on-schedule, effective July 1, 2026, or the first day of the 2026–27 work year, whichever is earlier. If the statutory or funded COLA exceeds 4.31%, or an augmentation is added after agreement, the parties reconvene to negotiate the additional state money. MTA: Two-Year Deal, Salary, 2026–27	3.0% ongoing increase to applicable salary schedules, effective July 1, 2026, or the beginning of the 2026–27 school-year pay cycle. No state-money reopener is stated. District PDF p. 1
2026-27 one-time	None proposed. MTA: Two-Year Deal, Salary	The October 23 packet specifies two ongoing 3% increases. It does not restate the earlier 2% off-schedule payment or its April 30, 2027 active-status condition. Carry-forward status requires clarification; omission alone does not establish withdrawal. District PDF p. 1–2

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
8th period optional	25% of the Stipend Schedule Base Rate, retroactive to the start of 2025-26. MTA: Article IX (Salary), M.8	Not restated. A complete Article IX (Salary) counterproposal is not attached; prior proposal status requires clarification. District PDF p. 1–2
Extended-day performing arts	$67/hour for voluntary direct music or theater instruction beyond the regular day, including 8th period, for students unable to enroll in the scheduled 8th-period performing-arts class. Prior written administrator approval and monthly pay claim. Separate from existing production and co-curricular stipends. No adverse action for declining. MTA: Article IX (Salary), M.15	Not restated. A complete Article IX (Salary) counterproposal is not attached; prior proposal status requires clarification. District PDF p. 1–2
PD initiative discontinuance	If the District determines funds are insufficient to support the professional-development initiative on an ongoing basis, it notifies MTA before July 1; the parties “shall meet and negotiate the terms of discontinuing the program.” MTA: Article IX (Salary), Professional Development	Not restated. A complete Article IX (Salary) counterproposal is not attached; prior proposal status requires clarification. District PDF p. 1–2

Article X (Health and Welfare Benefits) and the Two-Year Deal

MTA: July 31 Two-Year Deal, Health and Welfare, modifies the April 6 Article X (Health and Welfare Benefits). District: October 23 packet, PDF pages 1–2. EO means employee-only; E+1 means employee plus one. Benefit years are calendar years.

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
2026 contributions and catch-up	For currently enrolled full-time members: EO $1,121/month; E+1 $1,261/month; Family $1,401/month. Effective January 1, 2026. Prospective contributions start the second month following full ratification. A one-time payment covers the contribution difference from January 1 to prospective implementation, on an issuance date agreed by the parties. MTA: Two-Year Deal, Health and Welfare, 2025–26 items 1–4	For currently enrolled full-time members: EO $1,121/month; E+1 $1,289.17/month; Family $1,457.33/month (MTA arithmetic: annual amounts ÷ 12, rounded for display). Source annual amounts: $13,452 / $15,470 / $17,488. Effective January 1, 2026. Prospective contributions start the second month following full ratification. A one-time payment covers the contribution difference for the preceding period, on an issuance date agreed by the parties. District PDF p. 1–2
2026 enrollment changes	The contribution increase is not a qualifying midyear election change; members “may not be permitted” to modify their 2026 election. MTA: Two-Year Deal, Health and Welfare, 2025–26 item 4.c	The contribution increase is not a qualifying midyear election change; members “may not be permitted” to modify their 2026 election. District PDF p. 2
2027 contributions	Starting January 1, 2027: EO 100%, E+1 150%, and Family 200% of the LCP Reference Amount, for each full-time member’s monthly medical premium. MTA: Two-Year Deal, Health and Welfare, 2027 items 1–3	For the 2027 benefit year: fixed annual contributions of EO $13,572; E+1 $20,358; Family $27,144 for currently enrolled full-time members. Monthly equivalents are $1,131; $1,696.50; and $2,262 (MTA arithmetic: annual amount ÷ 12). District PDF p. 2
Reference plan and contribution floors	LCP is the lowest-cost employee-only CalPERS medical plan in the region applying to MCS. The 2026 reference equals the actual 2026 LCP. From 2027, the reference is the lower of actual LCP or 110% of the prior year’s reference. Monthly contributions cannot fall below $1,121 / $1,261 / $1,401 or the prior year’s contribution for that tier. Remaining premium is the member’s responsibility unless changed through the reopener. MTA: Two-Year Deal, Health and Welfare, 2027 item 4 and 4.a	The fixed contribution amounts “shall not change,” except if the parties agree to formally negotiate changes and codify their agreement in an MOU. No continuing LCP formula or contribution-floor provision is stated. District PDF p. 2

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Plan substitution protections	A plan first offered or approved after 2026, renamed, replaced, or substantially changed may count as LCP only by written agreement. A plan may not count if it materially reduces benefits, coverage value, or provider access, or materially increases cost-sharing compared with the 2026 LCP. “The District must show that the plan is comparable.” MTA: Two-Year Deal, Health and Welfare, 2027 item 4	No counterpart to these plan-substitution protections is stated. District PDF p. 2
Automatic health reopener	If actual LCP exceeds the reference, bargaining automatically reopens over the contribution and sharing of the excess, beyond impacts or effects. Rate sheets, calculations, enrollment, and projections due within 5 workdays after final CalPERS rates; bargaining begins within 10 workdays. Parties make every reasonable effort to finish before Open Enrollment. Interim contribution is the highest of the tier formula, dollar floor, or prior-year amount. Any agreed increase is retroactive to January 1. Interim payments preserve both parties’ positions. MTA: Two-Year Deal, Health and Welfare, 2027 item 4.b	No automatic reopener is stated. Changes to fixed contributions require negotiated agreement codified in an MOU. District PDF p. 2
Married / domestic partners	Two married or registered-domestic-partner unit members who are both eligible for District-paid medical benefits may coordinate under one E+1 or Family plan, subject to CalPERS rules and District procedures. One Primary Holder is designated in writing during open enrollment or a qualifying event. The other contribution offsets actual premium up to the employee-only amount. Combined contributions cannot exceed actual premium. No unused cash except under existing waiver/cash-in-lieu provisions; neither member may hold a separate E+1 or Family plan while coordinating. MTA: Two-Year Deal, Health and Welfare, coordinated coverage	Not restated. The packet does not reproduce coordinated-household provisions or expressly respond to MTA’s offset and premium limits. Governing household terms require clarification. District PDF p. 1–2
Other benefit rights	All other Article X (Health and Welfare Benefits) terms continue, including the Section 125 plan, dental, vision, opt-out, and cash-in-lieu provisions. No EERA waiver. Except for the negotiated formula, the District “may not change” plan options, design, networks, eligibility, tiers, contributions, or other negotiable terms on its own. MTA: Two-Year Deal, Health and Welfare, Rights Preserved	A complete Article X (Health and Welfare Benefits) counterproposal is not attached. The packet states the contribution terms above. District PDF p. 1–2

Article IV (Hours of Employment) and the Elementary Instructional Day Pilot

MTA: July 31 Article IV (Hours of Employment) and July 31 Elementary Instructional Day Prep Pilot MOU. District: October 23 packet, PDF pages 3–4 and 66–71. CLT means Computer Literacy Teacher; EID means Elementary Instructional Day.

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Number of pilot sites	Up to two school sites agreed by the parties based on site voting. MTA: Pilot MOU, 3.a	Up to two school sites agreed by the parties. Sample schedules for Franklin, Fairview, and El Vista are examples; different sites may be selected. District PDF p. 3, 66, 72–93
Site vote	Vote no later than the second week of November; threshold "no less than 65% of teachers voting in support"; annual reaffirming vote no later than the end of the first week in May; below 65% the site "will revert to the schedule that was in use prior." MTA: Pilot MOU, 3.a	The pilot MOU does not state a staff participation vote. Sites are selected by agreement of the parties. The separate 65% alternate-MTSS vote is not an EID pilot-site vote. District PDF p. 4, 66
Pilot term and deadlines	Fall 2026 planning; spring 2027 implementation. Training, curriculum, and schedules within one month after ratification. Written site review April 1–30, 2027; joint review by the last week of April. MTA surveys sites. MOU ends May 30, 2027, unless extended in writing. MTA: Pilot MOU, 3.a, 3.v–x	Fall 2026 planning; spring 2027 implementation. Schedule developed before December 1, 2026; training and curriculum within one month after ratification. Written site review April 1–30; joint review by the last week of April 2027. Parties agree on staff survey/feedback. MOU ends May 30, 2027, unless extended in writing. District PDF p. 66, 70–71
Classroom teacher prep	The pilot MOU does not specify three 40-minute classroom prep periods. Article IV (Hours of Employment), H, retains two 30-minute periods and one 45-minute period weekly. Grade-level common prep may be structured; collaboration during individual prep is voluntary. Prep missed due to a holiday, full-day PD, field trip, or minimum day is not made up. MTA: Article IV (Hours of Employment), H; Pilot MOU, 3.s–t	Each class receives three 40-minute VAPA/PE prep periods weekly (120 minutes). Itinerant allocation is enrollment-based. Individual collaboration during common prep is voluntary. Prep missed due to a holiday, full-day PD, field trip, or minimum day is not made up. District PDF p. 67–68, 70
Prep for the itinerants themselves	Prep Providers and CLTs receive at least 24 hours of prep per year, in blocks of at least 30 minutes. Parties agree on a maximum number of prep-provider slots per day. MTA: Pilot MOU, 3.p–q	Itinerant VAPA/PE teachers receive at least 40 minutes of prep weekly. District PDF p. 69

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Dedicated classroom	A "dedicated, on-site instructional classroom appropriate to the subject taught," "reserved for the exclusive use of the Provider or CLT" during all teaching, prep, planning, transition and collaboration blocks; "shall not be reassigned, displaced, or temporarily reallocated for testing, assemblies, or IEP meetings"; "Cart-based instruction shall not be used in lieu of providing a dedicated classroom." MTA: Pilot MOU, 3.u	The pilot MOU does not require a dedicated classroom or prohibit cart-based instruction. Complete prior Article IV (Hours of Employment) language is not reproduced. District PDF p. 3–4, 66–71
Credential / qualification	"CLTs and Prep Providers shall not be required to obtain a new credential to deliver prep." Committee-on-Assignments training at no cost "and shall be paid $80/HR if required after the normal instructional day." MTA: Pilot MOU, 3.f	Existing itinerants may choose to participate. “Participating teachers must agree to one of the identified” qualification pathways; existing teachers may qualify without a new credential through the traditional process. Committee on Assignments qualification at no cost to the teacher. If an itinerant declines, the District solicits internal interest; multiple qualified applicants go through selection. No $80 after-hours training rate is stated. District PDF p. 69
Site leadership pay	Site leadership team meeting beyond the scheduled hour to discuss the pilot or build schedules is "paid an hourly rate of $80/HR." MTA: Pilot MOU, 3.g	No corresponding hourly pay provision. Site administration may modify the pilot schedule in consultation with certificated site leadership on five workdays’ notice, without extending work hours or the instructional day. District PDF p. 70
Transfer and return rights	No specific pilot transfer-and-return provision. MTA: Pilot MOU	Transfers to and from pilot sites require agreement of the parties, take effect on an agreed date, and are for the pilot year only. If the pilot is not extended, displaced teachers return to their previous sites. District PDF p. 70
Class-size maximums in the pilot	Grade-level maximums and overage pay apply to both CLTs and Prep Providers. MTA: Pilot MOU, 3.r	Grade-level maximums and current-contract overages apply to VAPA teachers/classes. The MOU does not expressly extend that sentence to PE. District PDF p. 67

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Music, grades 4-6	Maintain current grades 4-6 band/orchestra pullout programs and at least current FTE. MTA: Pilot MOU, 3.m	Grades 4–6 band/strings students may be pulled during the VAPA Special and during the corresponding block on one non-prep day, with coordination to avoid Tier I core instruction. No current-FTE floor is stated. District PDF p. 68–69
Pilot evaluation and discipline protections	Evaluation identifies pilot participation, modified schedule, daily minutes, and prep-provider configuration. Pilot participation, adherence, and attributable outcomes cannot support an unsatisfactory rating, recommended nonreelection, notice of unprofessional conduct/unsatisfactory performance, or PAR placement. Supplements Education Code protections. MTA: Pilot MOU, 3.o	Evaluation identifies pilot participation, modified schedule, daily minutes, and prep configuration. Pilot participation, adherence, and attributable outcomes cannot support the same listed adverse evaluation or employment actions. Supplements Education Code protections. District PDF p. 71
Adjunct duty	For grades 7–12: maximum 15 adjunct-duty hours annually, aggregated across sites. Voluntary where possible, advance sign-ups, and equitable rotation. Graduation/promotion participation is not required; credited time counts toward the limit. Cancelled, unreplaced events count. Beyond 15 hours, duty is voluntary or compensated at the contractual hourly rate. MTA: Article IV (Hours of Employment), E	“status quo from prior proposal.” The packet does not restate the hour limit or full assignment rules; incorporated terms require clarification. District PDF p. 4
Alternate MTSS vote	65% support to implement an alternate MTSS schedule; annual reaffirmation. Below 65%, the site returns to its prior schedule. MTA: Article IV (Hours of Employment), A.5.b	Expressly withdraws the proposal to lower the alternate-MTSS threshold to 60%; retains 65%. District PDF p. 4
Collaboration schedule	Retains 26 early-release collaboration days; pilot MOU continues early-release collaboration as currently practiced. MTA: Article IV (Hours of Employment), C; Pilot MOU, 3.l	Deletes the TK–6 within-day collaboration proposal. Extends existing TK–12 early-release collaboration through 2026–27. District PDF p. 4
Counselor work year	Certificated full-time employees, except psychologists and ECE staff, work 185 days. Counselors may be scheduled for days mutually agreed with the principal. No 195-day counselor requirement. MTA: Article IV (Hours of Employment), F	Expressly withdraws the proposed 195-day counselor year; counselor work year “shall remain as currently exists.” Separate from the 190-day proposal for SLPs, nurses, and inclusion specialists. District PDF p. 4

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Other hours provisions	July 31 Article IV (Hours of Employment) contains the full MTA proposals on collaboration, preschool prep, mandated training, and other hours provisions. MTA: Article IV (Hours of Employment)	Maintains CBA Revision Committee changes; incorporates prior proposals on special education collaboration, collaboration survey, substitute daily rate, preschool SDC prep, and mandated training. Retains proposed deletion of the Adjunct Duty and EID committees. Incorporated text is not attached. District PDF p. 4

Article V (Leaves)

MTA: July 31 Article V (Leaves), Sick Leave, Sick Leave Donation, and Wellness Day. District: October 23 packet, PDF pages 5–38. These rows summarize proposal terms, rather than independently stating statutory leave rights.

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Proof of illness threshold	Proof of illness “may be required” if school-year absences exceed 20 days. Separate proof provisions for apparent abuse of repeated short absences remain. MTA: Article V (Leaves), Sick Leave provisions	Proof of illness “may be required” if school-year absences exceed 16 days. Separate proof provisions for apparent abuse of repeated short absences remain. District PDF p. 7
Field trips	"Sick days shall not be deducted for school-sponsored field trips." MTA: Article V (Leaves), Sick Leave, 3.a	No counterpart appears in the attached Article V (Leaves) proposal. District PDF p. 5–38
Sick-leave donation cap	Maximum received and used: 60 days in a three-school-year period. MTA: Article V (Leaves), Sick Leave Donation	Maximum received and used: 30 days in a three-school-year period, unless mutually agreed for unique circumstances, case by case. District PDF p. 8–9
Wellness Day	One paid Wellness Day per school year in addition to other leaves. No accrual, carryover, cash-out, transfer, or CalSTRS credit. Request at least 7 calendar days ahead; written approval/denial within “forty-eight (48) business hours”; no response constitutes approval. Unresolved requests may go to HR to establish the day. No use in evaluation, discipline, assignment, or reelection. MTA: Article V (Leaves), G.G	No Wellness Day provision appears in the attached Article V (Leaves) proposal. District PDF p. 5–38

Article VI (Class Size)

MTA: July 31 Article VI (Class Size), Sections A–C and G, and optional-period language referring to Article XIV (Reassignment). District: October 23 packet, PDF pages 39–45. Proposed class-size language citing Education Code § 42238.02 is described as proposal language.

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
General class maximums	TK–3: 24. Grades 4–6: 34. Combination class uses the lower grade-level maximum. Grades 7–8: 35 general / 54 PE. Grades 9–12: 37 general / 57 PE; Elliott: 30. Separate co-teaching limits below. MTA: Article VI (Class Size), A.1, B.2, C.2	Same listed general maximums. Separate exception and co-teaching provisions below. District PDF p. 39, 41
K-3 exception — cap	K–3: District discretion to exceed 24 by no more than one student per classroom, limited to the listed enrollment circumstances. MTA: Article VI (Class Size), A.1	TK–3: discretion to exceed 24 for the listed circumstances; no one-student-per-classroom ceiling is stated. District PDF p. 39
K-3 exception — circumstances	Student seeks enrollment on or after the first instructional day, and: legally required school-safety transfer; custody order requiring site change; or sibling placement required by law, Board policy, or approved transfer decision. MTA: Article VI (Class Size), A.1	Student seeks enrollment on or after the first instructional day, and: special education services at the site; attendance-area resident with no other placement options; unhoused/foster move-in; legally required safety transfer; custody-order change; or sibling enrollment required by law, Board policy, or approved transfer decision. District PDF p. 39–40
K-3 exception — notice and assignment	Written notice identifies the legal/policy basis, good-faith mitigation efforts, and expected duration. Volunteers first; principal assigns if none volunteer. No repeat assignment next year unless requested. Section A.5 overage pay continues while above maximum. Proposal identifies this as a collectively bargained alternative under Education Code § 42238.02. MTA: Article VI (Class Size), A.1	Written notice identifies the enrollment category. Volunteers first; principal assigns if none volunteer. No repeat assignment next year unless requested. Section A.5 overage pay continues while above maximum. Proposal identifies a collectively bargained alternative under Education Code § 42238.02. District PDF p. 40

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
K-6 overage rate	K–6 voluntary overages: $15 per excess student per day after the first 15 instructional days; monthly claim. Teacher may limit accepted excess students. No additional pay for teacher-requested extra students when other classes have lower enrollment. Read with the separate K–3 exception-pay provision. MTA: Article VI (Class Size), A.5	TK–6 voluntary overages: $15 per excess student per day after the first 15 instructional days; monthly claim. No additional pay for teacher-requested extra students when other classes have lower enrollment. No sentence allowing the teacher to limit accepted excess students. Read with the separate K–3 exception-pay provision. District PDF p. 40
Prep Provider overage	Prep Provider: $3 per excess student per instructional block. CLT: $3 per excess student per instructional hour. Monthly claims use enrollment, rather than attendance; no pay when the overage class is not taught. MTA: Article VI (Class Size), A.5	CLT: $3 per excess student per instructional hour, using enrollment and monthly claims, with noninstructional-day exclusions. No separate Prep Provider paragraph; the pilot MOU separately covers VAPA overages. District PDF p. 41, 67
Co-teaching inclusion maximums	Co-teaching inclusion maximums: 33 in grades 7–8; 35 in grades 9–12. MTA: Article VI (Class Size), B.2.c, C.2.c	Co-teaching inclusion maximums: 35 in grades 7–8; 37 in grades 9–12, equal to the general-class maximums. District PDF p. 41
Balancing deadline	Good-faith balancing by end of third week at the elementary level and fall secondary level; beginning of third week in spring secondary. Elementary assignment changes: at least 3 workdays' notice unless mutually agreed; resulting fourth-week delay permitted. MTA: Article VI (Class Size), A.3, B.1, C.1	Extends elementary and fall secondary good-faith balancing to end of fourth week. Spring secondary deadline remains beginning of third week. Elementary 3-workday assignment-change notice retained; related delay language revised. District PDF p. 40–41
Optional periods per department	Maximum four optionals per department. At five, District hires 1.0 FTE instead. If good-faith hiring fails, a fifth may be assigned to a current employee after consultation with MTA. MTA: Article VI (Class Size), optional-period paragraph	Same four-optional limit, hiring provision, and consultation exception. District PDF p. 42
7–12 class overage paragraph	The July 31 Article VI (Class Size) also omits the earlier temporary 7–12 $3-per-student-per-period overage paragraph. MTA: Article VI (Class Size), full proposal	Strikes the temporary 7–12 $3-per-student-per-period overage paragraph and its payment/review mechanics. District PDF p. 42
Partnered classrooms	Voluntary TK–6 partnered classrooms for corrective disciplinary measures. Temporary added students do not count as a class-size change for any purpose. MTA: Article VI (Class Size), G	Same voluntary partnered-classroom and temporary-student language. District PDF p. 44–45

Article VII (Staffing Ratios)

MTA: July 31 Article VII (Staffing Ratios). District: October 23 packet, PDF pages 46–49. Proposed staffing floors and funding labels do not establish actual staffing or expenditures.

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Supplemental / Concentration clause	No Supplemental/Concentration discretionary staffing-reduction clause. MTA: Article VII (Staffing Ratios), opening	"The District may reduce Supplemental/Concentration funded staffing at its discretion should it be determined that there are not sufficient funds." Written notice to MTA on or before December 1 of the school year before the impacted year. District PDF p. 46
Positions designated S/C-funded	No positions labeled Supplemental/Concentration-funded. MTA: Article VII (Staffing Ratios)	Labels funding for portions of counseling, college counseling, athletic/activity direction, intervention, leadership, work experience/career center, continuation counseling/work experience, and 4.95 nurse FTE. The reduction clause retains its insufficient-funds and advance-notice conditions. District PDF p. 46–48
Staffing count date	Students counted at end of third week of the school year. MTA: Article VII (Staffing Ratios), opening	Students counted at end of fourth week of the school year. District PDF p. 46
9-12 counselors and psychologists	Regular high school counselors: District site average no greater than 450:1. School psychologists: 1,500:1 based on District enrollment. MTA: Article VII (Staffing Ratios), 19 and 36	Regular high school counselors: District site average no greater than 650:1; reduction from 750:1 identified as Supplemental/Concentration-funded. School psychologists: 1,500:1 based on District enrollment. District PDF p. 47, 49
College counselors	0.80 FTE per comprehensive high school. MTA: Article VII (Staffing Ratios), 20	1.0 FTE per comprehensive high school; 0.40 FTE identified as Supplemental/Concentration-funded. District PDF p. 47
Continuation School counselors	Continuation counselor District site average no greater than 225:1. MTA: Article VII (Staffing Ratios), 33	Continuation counselor District site average no greater than 200:1; reduction from 250:1 identified as Supplemental/Concentration-funded. District PDF p. 48

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Music and agriculture staffing floors	Grades 7–8 instrumental music: at least 0.40 FTE per site. Grades 9–12 instrumental music: at least 1.0 FTE per comprehensive site. Grades 9–12 agriculture supervisor: 0.20 FTE per comprehensive site. MTA: Article VII (Staffing Ratios), 14, 25–26	Strikes the corresponding instrumental-music and agriculture-supervisor staffing entries from Article VII (Staffing Ratios). This does not establish that the programs or positions themselves are eliminated. District PDF p. 47
Nurses	PreK-12 Nurses, General Fund and Special Education funded, "will be no less than 24.00 FTE." MTA: Article VII (Staffing Ratios), 29	PreK–12 nurses: no less than 20.95 FTE; 4.95 FTE identified as Supplemental/Concentration-funded. District PDF p. 46, 48

Article XXV (Special Education)

MTA: July 31 Article XXV (Special Education), with stipend amounts governed by the July 31 Two-Year Deal. District: October 23 packet, PDF pages 50–65. ESN means Extensive Support Needs; JSEC means Joint Special Education Committee.

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Special Educator stipend	$2,500 for 2025–26, effective July 1, 2025, or first work-year day, whichever is earlier, with retroactive payment as soon as administratively practicable after ratification and Board approval; $3,500 for 2026–27. Other eligibility terms follow Article XXV (Special Education), including listed teachers/providers, psychologists, and nurses; prorated for less than a full year; biannual payment. MTA: Two-Year Deal, Special Education; Article XXV (Special Education), B.3	$1,500 retroactive to 2025–26; $3,000 annually beginning 2026–27 for listed special educators, including psychologists. Nurses are not listed. Prorated for less than a full year; biannual payment. Two stipends for teachers serving two distinct AM/PM groups. Service-minute tracking condition is struck. District PDF p. 52
SDC caseload maximums	Effective 2026–27. Retains separate secondary Highly Structured entries (14 for grades 7–8; 16 for grades 9–12). OI/OM: 24; Adaptive PE: 45; Visually Impaired: 22. DHH Itinerant: 40; one infant served weekly counts as two. Separate workload standards below. MTA: Article XXV (Special Education), D.1	Effective 2026–27. Strikes separate secondary Highly Structured entries; uses Structured Parallel, Functional Skills, and Applied Skills labels. Strikes OI/OM 12, Adaptive PE 45, and VI 12 entries; lists VI Itinerant 40 and DHH Itinerant 40. One infant served weekly counts as two. District PDF p. 54–55
SDC caseload overage rate	$17 per day per student above caseload maximum, based on classroom enrollment rather than site average; monthly claim. Balancing by end of third week; overage pay begins after third week following balancing. MTA: Article XXV (Special Education), B.1	Strikes the general “Overages by Class (not average)” payment paragraph. Separate Education Specialist overage provisions remain; see next row. District PDF p. 43, 51, 58
Education / Resource Specialist caseload	Maximum 28. TK–12 Resource Specialists who volunteer in writing above 28 receive Optional Period payment; absolute maximum 32. Interns and probationary employees cannot exceed 28. Monthly caseload review and good-faith balancing. MTA: Article XXV (Special Education), D.10	Mild/Moderate above 28 requires agreement of specialist and SELPA administration; $15 per excess student per day. ESN: $15 per student per day above Section D table maximum. Maximum two sites unless assigned rover; monthly review. If unwilling to exceed 28, substitute para support, escalation for unfilled support, and efforts to provide case-management staffing. District PDF p. 58–59

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
SLP caseload	Individual cap 55. Above 55 voluntary, paid $17 per excess student per day. Preschool-only cap 40. Mixed school-age/preschool caseloads reduced proportionally; preschool weight 1.375. Monthly review and JSEC service-minute review. MTA: Article XXV (Special Education), D.11	Individual cap 65. Above 65 voluntary, paid $15 per day (a flat daily payment). Preschool-only cap 40. Monthly review and JSEC service-minute review. No mixed-caseload preschool weighting stated. District PDF p. 61
SLPA support	Two days per week at .80 FTE or above; one day below .80 FTE. MTA: Article XXV (Special Education), C.4	SLPs at 0.80 FTE or more receive one day weekly of SLPA support. Below 0.80 FTE not addressed. District PDF p. 53
IEP release days	Three base release days per academic year for special educators who are teachers of record and elementary Resource Specialists. Mutually agreed dates; on-campus work. Additional release day/substitute for each five completed initial IEPs. MTA: Article XXV (Special Education), C.1	Two base release days for special educators who are teachers of record and elementary Education Specialists. Mutually agreed dates; on-campus work. Additional release day/substitute for each five completed initial IEPs. District PDF p. 53
IEP after-hours compensation	IEP meeting time beyond one hour after school dismissal paid at $70/hour. MTA: Article XXV (Special Education), C.2	IEP meeting time beyond an eight-hour workday paid at $80/hour. District PDF p. 53
Elementary IEP substitute coverage	Substitute coverage to all elementary sites, including Tuolumne TK–8, for IEP meeting days based on site need. MTA: Article XXV (Special Education), C.3	The separate substitute-coverage provision for IEP/504/SST meeting days is struck. Base/earned IEP release days remain as described above. District PDF p. 53
Mainstreaming above the maximum	For TK–6, inclusion of three hours or more counts toward the class maximum, inclusive of lunch, prep, recess, and library. At maximum, teacher takes up to three additional mainstreamed students at $17 per student per day; beyond three, para support plus continued overage pay. District plans for inclusion and adjusts staffing or supports when inclusion would cause overages. FAPE requirement preserved. MTA: Article XXV (Special Education), D.7–9	For TK–6, inclusion of more than three hours counts toward maximum, excluding lunch, prep, recess, and library. More than two above maximum triggers an administrator meeting to determine support need. No separate $15 mainstreaming-overage paragraph remains. FAPE requirement preserved. District PDF p. 57

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Classroom support plans	TK–6: excluding speech-only IEPs and prep providers/CLTs, above 30% of class-size maximum triggers a support-plan meeting within 10 workdays of request. Grades 7–12: unbalanced class above 40% triggers the same timeline. Plans may include para support. MTA: Article XXV (Special Education), D.5–6	Same percentage triggers and 10-workday meeting timelines, with the same stated exclusions/conditions. Plans may include para support. District PDF p. 57
Inclusion equity	Inclusive practices cannot be used to reduce staff. Equitable distribution of students with IEPs; relief for disproportionate shares, such as an aide, smaller class, or fewer secondary preps. Entire SDC rosters cannot be mainstreamed together into a prep-provider class with another general education class for scheduling convenience; individual IEP decisions govern. MTA: Article XXV (Special Education), F.4–6	Retains prohibition on using inclusive practices to reduce staff. Strikes the separate equitable-distribution/relief and whole-SDC-roster provisions. District PDF p. 63
Low-incidence workload	At 1.0 FTE: VI 16 workload units; O&M 18; OI 20; DHH Itinerant and Adaptive PE 24 each, prorated by FTE. Eight service-minute bands range from 0.25 to 3.00 units. Separate service types scored independently; multi-site factor applies beyond two sites, capped at 3 additional units monthly. Exceeding headcount or workload standard triggers caseload review; consult-only safeguard also applies. MTA: Article XXV (Special Education), D.2–3	Strikes numeric workload weights, standards, and exceedance-review mechanism. Retains joint goal of an effective/equitable workload method, with research/development through JSEC. District PDF p. 55–57, 64
Paraprofessional overage triggers	Additional para for every 2 students above Highly Structured maximum, 4 above Functional Skills maximum, and 5 above Therapeutic Learning maximum. SELPA may add staff earlier at its discretion. MTA: Article XXV (Special Education), D.4	Additional para for every 4 students above Highly Structured maximum, 5 above Functional Skills maximum, and 5 above Therapeutic Learning maximum. SELPA may add staff earlier at its discretion. District PDF p. 57
Support-staff absence pay	If required SLPA/para support is unavailable after each period of five consecutive full-day uncovered absences/vacancy, member receives the equivalent daily rate of an eighth-period assignment. Member submits claim; payment on the 15th of the following month. MTA: Article XXV (Special Education), D.13	Strikes the support-staff absence-pay provision. District PDF p. 61

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Compliance training	Supportive training/resources for compliance, including handbook, job-alike meetings, CDE guidance, PD, IEP forms manual, SEIS labs, newsletters, and resource lists. No counterpart to the District's mandatory identified-noncompliance sessions. MTA: Article XXV (Special Education), F	For persistent IEP noncompliance, SELPA informs MTA and conducts mandatory PD/support during the professional workday, attended "without compensation" by identified members. Also retains supportive training and resources; both types appear in the packet. District PDF p. 59, 62
SLP / Nurse / Inclusion Specialist placement	From 2026–27, newly hired SLPs, nurses, and inclusion specialists hired on/after July 1, 2026 receive year-for-year qualifying-service credit and at least Step 3. Prospective only; no reevaluation of earlier hires or retroactive compensation. No work-year change. MTA: Article XXV (Special Education), B.3.b	From 2026–27, a 190-day calendar for these groups; year-for-year service credit upon hire and at least Step 3. Those hired after July 1, 2023 receive prospective step/column reevaluation, without retroactive compensation. District PDF p. 52
Prep restoration after an emergency	Covers behavioral emergency, safety concern, required presence, unavailable coverage, or other circumstances beyond teacher control. Notify administrator as practicable; identify date, missed time, and reason. Administrator may review/consult. If unrestored within 30 calendar days, time "should be tabulated, and a substitute will be provided." Duty-free lunch protected. MTA: Article XXV (Special Education), B.4	Covers behavioral emergency or safety concern requiring teacher presence. Notify administrator and identify date, time missed, and reason; administrator may review/consult. If unrestored within 30 calendar days, time "should be tabulated, and a substitute will be provided." Duty-free lunch protected; cash alternative struck. District PDF p. 52–53
Para training and lead stipends	ESN teachers of record may voluntarily provide para PD once per quarter at $50/hour, with advance program-manager approval and no conflict with other training/obligations. Two BCBA chairperson stipends from 2026–27 at 6.5% of base; Nursing chairperson at 16.5%. MTA: Article XXV (Special Education), B.2 and C.5	ESN teachers of record compensated $50/hour for para PD once per quarter, with advance program-manager approval and no conflict with other training/obligations. Same BCBA and Nursing chairperson stipend percentages. District PDF p. 51, 54
Special educator prep and duty provisions	Named itinerants receive 60 minutes of prep weekly. Specified nonclassroom itinerants exempt from Back to School Night, conferences, and Open House; daily-class APE/VI attend Back to School/Open House for their majority assignment. Special education teachers receive at least 30 minutes' duty-free lunch, excluding reasonable intersite travel. MTA: Article XXV (Special Education), C.6–9	Named itinerants receive 60 minutes' prep weekly and the same listed event exemptions/APE-VI exception. At least 30 minutes' duty-free lunch excludes intersite travel. Education Specialist prep commensurate with grade-span teachers of record. District PDF p. 54, 60–61

Issue	MTA proposal July 31, 2026	District proposal October 23, 2026
Preschool special education prep	Article IV (Hours of Employment), I, states two 30-minute preschool SDC prep periods weekly; providers trained in best practices. After pilot Highly Structured teacher feedback, parties meet and confer on increased preschool special education prep. No separate preschool-programming section in Article XXV (Special Education). MTA: Article IV (Hours of Employment), I; Article XXV (Special Education)	Half-day self-contained preschool and co-taught inclusive State Preschool: commensurate agreed prep/collaboration through prescheduled, mutually agreed site/SELPA release days. Full-day teachers follow full-day TK–6 prep/collaboration schedules. District PDF p. 65
JSEC structure and release time	Equal representation, up to four appointees per side; quarterly meetings; release day as needed for each MTA member. Consensus approach. Committee has no authority to bargain, enter agreements, or issue joint reports/recommendations. Work includes caseloads, staffing, inclusion, and low-incidence workload. MTA: Article XXV (Special Education), G	Equal representation, up to four appointees per side; quarterly meetings; release day as needed for each MTA member. Consensus approach. The no-bargaining/agreement/joint-report language and proposed percentage stipend are struck. Work includes caseloads, staffing, inclusion, and low-incidence workload development. District PDF p. 63–64

Proposal sources and drafting clarification

MTA drafting clarification: the health reopener concerns District contributions in Article X (Health and Welfare Benefits), Section F. The Two-Year Deal's reference to Section E needs correction. The $2,500/$3,500 stipend sequence follows the Two-Year Deal, rather than the unconformed stipend sentence in Article XXV (Special Education).

MTA sources: July 31, 2026 Two-Year Deal; Articles IV (Hours of Employment), V (Leaves), VI (Class Size), VII (Staffing Ratios), IX (Salary), and XXV (Special Education); Elementary Instructional Day Prep Pilot MOU; and April 6, 2026 Article X (Health and Welfare Benefits), as modified by the Two-Year Deal. District: October 23, 2026 MCS Counter Proposal Packet, 7:00 p.m., 93 PDF pages. Matching language does not establish a signed tentative agreement.