

AGREEMENT
Between
MODESTO CITY SCHOOLS
And
MODESTO TEACHERS ASSOCIATION

The 2019-20 Collective Bargaining Agreement between the Modesto City Schools and the Modesto Teachers Association shall contain all of the provisions of the 2018-19 Collective Bargaining Agreement, except as attached.

This Agreement is subject to ratification by the general membership of the Modesto Teachers Association and by the Board of Education of the Modesto City Schools.

MODESTO CITY SCHOOLS

By  8.5.20
Roman Muñoz, Chief Negotiator Date

MODESTO TEACHERS ASSOCIATION

By  8-5-20
Chris Peterson, Chief Negotiator Date

By  8/5/20
Doug Burton, President Date

By  8/5/2020
Yaser Herrera, Executive Director Date

ARTICLE IV

HOURS OF EMPLOYMENT

1 A. The regular employee work day is defined as follows:

2
3 1. For Grade TKindergarten and Kindergarten:

4
5 For TK-K teachers who do not teach Full Day, 200 minutes of contact time including
6 recesses and excluding lunch, and an additional 60 minutes assisting other transitional
7 kindergarten or kindergarten teachers (or primary level class if no transitional
8 kindergarten or kindergarten exists).

9
10 For TK-K teachers who teach Full Day, the same minutes as primary teachers, and no
11 requirements to assist other TK-K teachers (or primary level class if no TK-K exists).

12
13 2. For Grades 1-6:

14
15 Based on the student attendance calendar of 180 days, the Association and District
16 agree that primary teachers will be responsible for at least 50,400 minutes annually of
17 student contact time and intermediate teachers will be responsible for at least 54,000
18 minutes of contact time. In no case shall the 50,400 minutes total and the 54,000
19 minutes annually total, respectively, be exceeded by more than 100 minutes for the
20 year.

21
22 Elementary schedules for each site shall be mutually developed by the teachers and
23 principal subject to District Office approval. The start and end times will not be
24 adjusted by the District in excess of 20 minutes from the 2015-16 bell schedules
25 without negotiations. All grades shall have at least one recess that is a minimum of
26 fifteen (15) minutes in length. The District will adjust daily bell schedules to maximize
27 daily prep schedules but duration of lunch and recess shall not be changed.

28
29 3. For Grades 7-8:

30
31 330 minutes, including a preparation period equivalent to a student instructional period,
32 and excluding lunch. If Modesto City Schools does not meet the definition of a rural
33 school district, the parties agree to adjust start times to comply with Education Code
34 46148 as of July 1, 2022.

35
36 4. For Grades 9-12:

37
38 330 minutes, including a preparation period equivalent to a student instructional period,
39 and excluding lunch. If Modesto City Schools does not meet the definition of a rural
40 school district, the parties agree to adjust start times to comply with Education Code
41 46148 as of July 1, 2022.
42

1 Modified Bell Schedules for 9-12 Schools: A modified block schedule for 9-12 schools
2 is effective July 1, 2010. Block schedules may be implemented at a site with the vote
3 of 60% of the total number of teachers at the site. A site may terminate the block
4 schedule following the vote of 60% of teachers at the site and the site will be returned
5 to the previous schedule. A site that does not have a previous non-block schedule shall
6 default to high school bell schedule Exhibit C-2. A vote to change the schedule must
7 be completed by January 31 for implementation in the following school year. The
8 election shall be run by MTA site representatives in collaboration with site
9 administration. For the purpose of the Modified Bell Schedules for 9-12 schools, the
10 term “teachers” as defined in Article III, Section B is incorporated herein.
11

12 5. For Continuation High Schools and Opportunity School:
13

14 300 minutes (7 equal periods), including a preparation period equivalent to a student
15 instructional period and excluding a 15 minute break.
16

17 The seven periods shall continue to be assigned consecutively except individual
18 teachers may be scheduled between 7:45 a.m. and 6:10 p.m.
19

20 A teacher shall be assigned either to the morning session or the afternoon session. No
21 teacher shall be assigned from the morning session to the afternoon session, or from the
22 afternoon session to the morning session without a teacher agreement.
23

24 The District may schedule double sessions (classes) between 7:45 a.m. and 6:10 p.m.
25

26 6. School Psychologist/Social Worker:
27

28 a. Each school psychologist shall work a professional workday. The school
29 psychologists’ professional workday will include their availability for before or
30 after school student meetings related to their job duties. This includes but not is
31 limited to student counseling needs, Student Study Team (SST), Section 504, and
32 Individualized Education Plan (IEP) meetings in addition to ensuring assessment
33 guidelines and timelines are met related to these. A Professional workday includes
34 participation in staff development programs, department meetings and other
35 professional activities related to their assignment. The District and the Association
36 recognize that activities in furtherance of these duties are work related.
37

38 b. Beginning 2017-18, Psychologists will maintain Local Education Agency (LEA)
39 Medi-Cal billing. This duty will be added to the job description as a specific
40 responsibility. The beginning and ending established times will no longer be in
41 place.
42
43

1 7. Hourly Independent Study Teachers

- 2
- 3 a. A teacher that is a regular teacher with the District may work no more than 4 hours
- 4 per school day outside of the school day, including but not limited to Independent
- 5 Study and home and hospital. The four (4) hour limit may be exceeded due to
- 6 mandated testing or vacation/holiday periods.
- 7
- 8 b. A teacher that only works in the Independent Study Program may work up to 45
- 9 hours per week.
- 10
- 11 c. Special Education Independent Study Teachers shall be compensated for IEP's,
- 12 triennial reviews, annual reviews and necessary IEP meetings pertaining to
- 13 evaluations. If a Special Education Independent Study teacher is required to
- 14 perform the duties pertaining to a triennial review they shall be compensated for
- 15 four (4) hours, and if they are required to perform the duties of an annual review,
- 16 they shall be compensated for two (2) hours. Duties include student assessment,
- 17 writing of the report, coordination of the IEP meeting, and completion of IEP
- 18 documents.
- 19

- 20 8. Cal-SAFE Teachers: The workday for Cal-SAFE members of the bargaining unit shall
- 21 be 450 minutes per day including recess, preparation and a duty-free lunch of at least
- 22 30 minutes. The Cal-SAFE program is administered, directed and supervised by the
- 23 District's Alternative Education Program, not Child Development and paid from a
- 24 separate salary schedule.
- 25

- 26 9. Full-time School Counselor schedules may be modified to provide assistance to
- 27 students before and after school. Prior to the first student instructional day, the site
- 28 administrator will develop a schedule after receiving input from the counselors. No
- 29 involuntary assignment shall be made to periods 0-6 or 2-8 if there is a qualified
- 30 volunteer for the assignment periods needed. If a counselor is involuntarily assigned to
- 31 a 0-6 or 2-8 schedule, they will not be involuntarily assigned to a 0-6 or 2-8 schedule
- 32 the following year, unless there are three or fewer counselors at a site. If there are
- 33 fewer than three counselors at a site, a counselor may be involuntarily assigned a
- 34 maximum of two years in a row. Sites shall have the flexibility to choose all 0-6 or 2-8
- 35 schedules. A modified schedule does not excuse a counselor from participating in
- 36 other required job duties as a part of the professional work day.
- 37

38 During State mandated testing, hours of employment may be modified from the

39 aforementioned instructional minutes per day, as long as the total instructional minutes does

40 not exceed the instructional minutes for the week outlined in this section.

41

42

1 B. The District and the Association recognize that the varying nature of an employee's
2 day-to-day professional responsibilities does not lend itself solely to a workday of rigidly
3 established length.
4

5 In addition to performing duties as assigned during the regular employee work day,
6 employees may be required to perform other duties, many of which shall occur outside of
7 the regular employee workday but are still related to the assigned duties. Such duties
8 include, but are not limited to, planning and selecting and preparing materials for
9 instruction; preparing substitute lesson plans, receiving and evaluating work of pupils,
10 providing evidence that students progress toward established standards as part of the course
11 curriculum; ensuring adequate direction and supervision of students immediately prior and
12 immediately subsequent to the beginning and ending of the student attendance day;
13 conferring and counseling with pupils, parents, staff, and administrators; keeping records;
14 inputting, attendance, and report card marks in District approved system; attending faculty,
15 department and grade level meetings (see C below); participating in staff development
16 programs and other professional activities relating to the employee's assignment; and
17 studying current literature to keep abreast of developments within the subject matter taught
18 by the employees. 7-12 assignment grades will be inputted every two weeks throughout the
19 year. 3-6 grade teachers will input one grade for each content area at each progress
20 reporting period. The TK-12 teachers shall have three (3) full workdays after the end of the
21 grading periods (not including weekends and holidays) to submit grades into the District
22 approved system. The District and the Association recognize that activities in furtherance
23 of these duties are work-related duties.
24

25 1-6 teachers will not have yard duty.
26

27 Since ~~4~~TK-3 and 4-6 student schedules must overlap, TK-6 teachers shall be available to
28 provide supervision of students before and after school necessary to implement the longer
29 day plan. The District will make an effort to minimize additional supervision requirements.
30

31 It is understood and agreed that although the overall amount of time required of employees
32 to perform their duties should be substantially equal, the proportion of time that these duties
33 require the presence of the employee at the work site may vary according to the nature of
34 the employee's duties and responsibilities. Such non-work site activities are part of the
35 employee's duties.
36

37 C. TK-12 Meetings
38

39 The total number of school-wide faculty meetings involving all staff shall not exceed eight (8)
40 per year and shall not exceed sixty (60) minutes per meeting. The meetings may include all
41 credentialed staff, department/grade level, professional learning communities or 7-12 level
42 instructional teams.
43
44

1 The District shall not schedule meetings before 11:00 am on a mutually agreed upon non-
2 student work day prior to the first student attendance day to allow for the MTA General
3 Membership meeting. In addition, the District shall not schedule meetings on any day of
4 the MTA Representative Assembly, MTA Board of Directors Meeting or General
5 Membership meeting (excluding the meeting scheduled prior to the first day of school). A
6 staff meeting prior to the first student attendance work day shall not exceed two and one
7 half (2.5) hours but does count as a meeting for the month. This meeting shall not count
8 towards the annual maximum number of staff meetings.

9
10 Certificated employees will not be required to attend more than four District meetings per
11 year.

12
13 Notice of Meeting – The District will provide a draft agenda for all meetings teachers are
14 required to attend which must be posted at least forty-eight (48) hours in advance, excluding
15 weekends and holidays.

16
17 Staff meetings should not be called unless they are needed. Information that does not require
18 discussion or explanation should be handled in writing. The limitation on full staff meetings
19 should not be circumvented by breaking up the staff into grade level groups. During any staff
20 meeting, teachers may be broken into groups (by grade level or department as part of the staff
21 meeting).

22
23 Attention should be given to the setting of the agenda, control of discussion, and generally
24 conducting the meeting with an understanding that other peoples' time is important and a
25 sensitivity to the reality that they are tired at the end of the day.

26
27 In addition to the above, the Superintendent has agreed that principals should not hold
28 meetings unless they are needed. He/she has agreed to review the excess meetings with
29 principals to solve the problem.

30
31 A site staff meeting is defined as a meeting which TK-12 teachers are required to attend.
32 Grade level or department meetings held during the workday are not considered site staff
33 meetings.

34
35 Starting with the 2019-20 school year, 26 early release days will be scheduled for
36 collaboration. In order to facilitate scheduling, these early release collaboration days shall
37 be scheduled on the same day of the week throughout the school year and will be mutually
38 agreed to by District and MTA. The daily instructional time and work hours will be
39 adjusted as appropriate to meet the annual student contact times as agreed. Teachers are
40 required to remain on site unless directed otherwise. Planning for early release will be
41 developed in consultation with the site leadership team.

1 Collaboration time shall be defined as follows:

- 2
- 3 1. Collaboration time will involve teachers and administrators working together to improve
- 4 student achievement by clearly defining the content and skills students must learn,
- 5 creating common formative assessments to determine student acquisition of those content
- 6 and skills, examining student data to determine remediation or progression plan, working
- 7 collaboratively to identify most effective research-based instructional practices,
- 8 development of lessons, and working together as professionals to engage in job
- 9 embedded learning.
- 10
- 11 2. Collaboration agendas shall be mutually agreed upon between the site administration and
- 12 the Site Leadership Team. These agendas shall be responsive to the needs of the students
- 13 and focus on improving student achievement. The following four (4) questions will
- 14 guide collaboration:
- 15
- 16 a. What do we want students to learn?
- 17 b. How will we know they are learning?
- 18 c. How will we respond when they don't learn?
- 19 d. How will we respond if they already know it?
- 20
- 21 3. All teachers shall come prepared to each collaboration meeting and actively participate as
- 22 an equal member of the team.
- 23
- 24 4. Site administrators are equal members in the process of improving student achievement
- 25 and will act to provide support and guidance during collaboration time.
- 26
- 27 5. Team purposes and best practices may be shared at site leadership and staff meetings.
- 28
- 29 6. Collaboration time shall not exceed 60 minutes unless the members of the team
- 30 voluntarily agree to meet for additional time.
- 31
- 32 7. Site administration in consultation with each collaboration team/department or grade
- 33 level will mutually agree upon their on-site meeting location.
- 34
- 35 8. Specialty groups, including but not limited to art, music, shop teachers, etc., may meet
- 36 off site with job alike teachers from other sites with prior approval of site administration.
- 37
- 38 9. In order to evaluate and improve the collaboration process, the Association and District
- 39 shall jointly survey bargaining unit members in November and May of each year
- 40 regarding the effectiveness of the collaboration structure and/or activities. The survey
- 41 results shall be collected and disseminated in the aggregate (District-wide), rather than by
- 42 school site. The joint intent of the survey will be to assist site administration and
- 43 leadership teams in supporting effective collaboration. The initial survey will occur in
- 44 spring 2019.
- 45
- 46

1 Sites that have a single AM Kindergarten class will attend collaboration meetings with other
2 site staff. Sites that have a matched AM and PM Kindergarten class will be provided a full
3 day substitute on collaboration days. AM Kindergarten collaboration will be one hour and
4 occur on every other collaboration day. AM Kindergarten collaboration time will take place
5 during the first hour of the school day. The required substitute plans will be completed by
6 the AM or PM teacher that corresponds with the one hour collaboration time. On AM
7 Kindergarten collaboration dates, the AM Kindergarten teacher will complete substitute
8 plans and on the site-wide collaboration dates, the PM Kindergarten teacher will complete
9 substitute plans. Substitutes are provided for the release time for the one hour collaboration.
10 The substitute will be available to assist the teachers during the remainder of the
11 instructional day. Classroom teachers will be excused for collaboration only and will
12 continue to provide one hour assistance to another class on collaboration days.
13 Kindergarten classes without a partner will receive a half day substitute on AM
14 Kindergarten collaboration days only. Transitional Kindergarten teachers will have one full
15 day of collaboration per trimester.

- 16
17 D. In addition to "B" above, employees in grades 7-12 may be required to devote a reasonable
18 amount of time to other duties assigned by the building administrator.

19
20 As a guideline, the time spent by the employee in grades 9-12 on such additional work-
21 related duties should not exceed approximately 15 hours during a school year. In grades
22 7-8, such additional work-related duties, including bus and hall duty, should not exceed 15
23 hours during a school year.

24
25 The local administrator may exceed this guideline only if his/her action is reviewed and
26 approved by the Superintendent. In reviewing the local administrator's action, the
27 Superintendent shall consider the following:

- 28
29 1. Uniform and equitable distribution of duties among employees;
30
31 2. Special needs of the school;
32
33 3. Special needs, abilities, handicaps, and/or limitations of the individual employee;
34
35 4. Efficient use of employee time;
36
37 5. Extent of the employee's voluntary contribution of time to school or District
38 activities.

39
40 E. Length of School Year

41
42 Certificated full-time employees (except psychologists, Child Development Programs and
43 Head Start) will work 185 days consisting of 180 teaching days, two (2) workdays, and
44 three (3) staff development days.
45
46

1 Effective July 1, 2020, new teachers certificated employees to the District will may have up
2 to three additional workdays in their initial year which precedes the scheduled workdays.
3 These additional workdays shall be compensated per day at the Day to Day Substitute
4 Service Rate (First 20 Days).

5
6 Counselors may be scheduled for days mutually agreed to by the counselor and principal.

7
8 Psychologist work year – the total number of assigned days of full-time school
9 psychologists is 190.

10
11 The District and the Association agree to change the high school schedule by extending the
12 lunch periods from thirty (30) to thirty-five (35) minutes, thus extending the dismissal time
13 by five (5) minutes (Exhibit “C”). A modified block schedule for 9-12 schools is effective
14 July 1, 2010 (Exhibit “D”). A one-lunch schedule for 9-12 schools is effective July 1, 2017
15 (Exhibit “C2”).

16
17 Beginning with the 2016-17 school year, Spring Break shall be the second week following
18 the end of the third quarter. There shall be a floating Friday holiday in the spring on the day
19 known as “Good Friday.”

20
21 Commencing the 2019-20 school year and thereafter, bargaining unit representatives will
22 meet starting in September in order to develop and complete the calendars by November 1
23 of each biennial cycle to develop two (2) subsequent school calendars to present to the
24 Board of Education.

25
26 Commencing the 2019-20 school year and thereafter, CDP bargaining unit representatives
27 will meet starting in November in order to develop and complete the calendars by winter
28 break of each biennial cycle to develop two (2) subsequent school calendars to present to
29 the Board of Education.

30
31 F. Minimum Days (Per School Year)

32
33 Twelve (12) minimum days or time equivalent of student/non-contact times for grades
34 7-12 to be utilized for school and professional activities as scheduled by the principal after
35 consultation with the school staff.

36
37 Eighteen (18) minimum days for grades 1-6. No more than six (6) of the eighteen (18)
38 minimum days will be used for parent conferencing. The remaining days will be utilized for
39 school and professional activities as scheduled by the principal after consultation with the
40 school staff.

41
42 Special Education classes shall have minimum days as stated above.

43
44 One of the existing minimum days shall be used as a minimum day the Wednesday prior to
45 Thanksgiving.
46

1 G. Elementary Preparation Periods, Grades 1-6

2
3 There shall be a weekly elementary preparation period at each elementary school site
4 (which includes special education), for grades 1-6 within the following guidelines:

- 5
6 1. Two thirty (30) minute preparation times during the student instructional day for each
7 1-6 teacher. Administration will schedule each 1-6 teacher's preparation time.
8
9 2. Certificated employees who are teacher of record will receive prep time.
10
11 3. Prep time not received due to holiday, full-day professional development, field trips, or
12 minimum day will not be made up.
13
14 4. Prep time will be re-evaluated annually with a goal of equal distribution for teachers
15 receiving prep.
16
17 5. The regular teacher on preparation time shall not be responsible for or interrupted for
18 purposes of handling student discipline for misconduct occurring during preparation
19 time.
20
21 6. The District will make a good faith effort to allow elementary teachers the use of their
22 own room for preparation; however, at schools where facility considerations make this
23 unrealistic, teachers may not be able to use their own rooms for preparation.
24
25 7. All elementary teachers may organize their day to facilitate up to 60 additional minutes
26 per week beyond the contractually required 60 minutes of preparation. The additional
27 minutes are described as a supplementary preparation plan for the purpose of this
28 agreement.
29
30 8. Any first through sixth grade supplementary preparation plan to add additional
31 preparation time must be educationally valuable and must comply with course
32 requirements consistent with Education Code.
33
34 9. The supplementary preparation plan must be approved by the site administrator and
35 Director of Educational Services. When the District receives proposals from the
36 teachers, the District will forward a copy of the proposal to the Modesto Teachers
37 Association.
38
39 10. All teachers participating in the supplementary preparation plan do so voluntarily.
40
41 11. The District will determine when each 1-6 teacher shall have two thirty (30) minute
42 preparation periods and beginning 2016-17, one (1) forty-five (45) minute preparation
43 period each week.
44

12. Class size limits do not apply to grade 1-6 prep. No more than two (2) classes may be combined. Class size limits do apply to grades 1-6 prep delivered through Computer Literacy.
 13. Prep providers and Computer Literacy Teachers (CLT) shall be evaluated by the site principal where the majority of the work time is spent.
 14. A duty free lunch - 35 minutes, except for minimum days (activity schedule) – for prep providers must be scheduled as not to interfere with preparation delivery schedule.
 15. Dual-site stipends shall not apply to prep providers. Travel time is part of the work day.
 16. Due to facility constraints, a permanent classroom may not be provided. Prep providers will be provided a work station.
 17. Prep provider breaks will be determined by individual schedules.
 18. Prep providers shall have 24 hours of prep time per year scheduled by the District. The prep time shall be scheduled in no less than 30 minute blocks and no more than 1 hour per week. Transitional or natural breaks in a schedule shall not count towards a CLT or prep providers' prep time.
 19. Prep providers attend staff meetings and District collaboration days.
 20. Computer Literacy Teachers will have eight (8) assigned periods per day. On collaboration days, Computer Literacy Teachers will have six (6) assigned periods.
 21. Computer Literacy Teachers will receive a 35-minute duty free lunch.
 22. If prep schedule allows, Computer Literacy Teachers and other prep time providers may be assigned to perform other instructional duties.
- H. Speech Language Pathologists will have sixty (60) minutes of preparation time each week. The remaining instructional minutes will be filled with student instruction or assessment. Preparation time may be scheduled on different days of the week and sites.
- I. Duty Free Lunch (TK-6)
- The District and Association agree that all TK-6 teachers will have a duty free lunch on all school days. A duty free lunch may be circumvented by assigning additional duties on rainy days. On rainy days, for sites that are unable to develop a system to free teachers for their full lunch period, principals may assign from one to five teachers on a rotating basis to supervise students. In all cases, teachers will receive a full 30-minute lunch.

1 J. Period Assignment for 7-8 Teachers

2
3 The principal may assign teachers to periods 0-6 or periods 2-8. In such cases, the
4 preference of all staff members will be taken into account. No involuntary assignment shall
5 be made to periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods
6 needed.

7
8 If a teacher is involuntarily assigned to a 0-6, or 2-8 schedule they will not be involuntarily
9 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
10 credentialed to teach the eighth period subject.

11
12 Teachers in grades 7-8 will be assigned over the eight period day (5 class periods, 1 lunch,
13 and 1 preparation period), either periods 0-6, 1-7 or 2-8. If mutually agreed between the
14 teacher and principal, a teacher may be assigned non-consecutively (i.e. 1-3 and 5-8). Failure
15 to mutually agree shall not cause any reprisals or negative actions towards the teacher.
16 Teachers may be assigned periods 1-8 or 0-7 (6 class periods, 1 lunch period, and 1
17 preparation period) on a voluntary basis. Teachers will receive an 8th period stipend for six
18 teaching periods (i.e. classes paid as 8th period stipend).

19
20 If there are not enough credentialed and qualified teachers to teach the needed 8th period
21 optional(s) at a 7-8 site(s), then credentialed and qualified teachers at the other 7-8 sites will
22 be offered the optional period(s). If no 7-8 teacher is interested, then qualified teachers at
23 the TK-6 and 9-12 level will be given the opportunity to fill the need. If there are no TK-12
24 teachers available or willing to teach the 8th period optional(s), then the principal at the
25 individual 7-8 school may assign a credentialed and qualified teacher from their staff to
26 teach the needed 8th period optional(s).

27
28 It is believed that during scheduling, a random distribution of subjects will be needed for the
29 six class period assignments.

30
31 K. Period Assignment for 9-12 Teachers

32
33 Upon mutual agreement, the principal will normally assign staff at grades 9-12 to periods
34 1-7 unless there is a need to assign to periods 0-6 or 2-8. In such cases, the preference of all
35 staff members will be taken into account. No involuntary assignment shall be made to
36 periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods needed.
37 If a teacher is involuntarily assigned to a 0-6 or 2-8 schedule they will not be involuntarily
38 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
39 credentialed to teach the eighth period subject.

40
41 A 9-12 teacher may be assigned over the eight period day (5 class periods, 1 lunch period,
42 1 preparation period) if mutually agreed between the teacher and principal (for instance,
43 periods 1-3 and 5-8). Failure to mutually agree shall not cause any reprisals or negative
44 actions towards the teacher.

45
46 Teachers in grades 9-12 may be assigned to teach six classes in the fall semester and four

1 classes in the spring semester to help alleviate class size problems. The following process
2 shall be used for this reassignment. The principal shall first ask for volunteers from
3 qualified teachers in the department. If there are no volunteers, the teacher with the least
4 District-wide seniority may be assigned to six (6) classes in the fall and four (4) classes in
5 the spring.

6
7 L. Emergency School Closure
8

9 If school is closed on an emergency basis, other than a work stoppage, the District will
10 make all reasonable efforts to get a waiver during the current school year from the state so
11 the time does not have to be made up for state funding. In the event it is not possible to get
12 a waiver, and it is necessary to make up the time as an express condition to get state
13 funding, then the bargaining unit will make up the minimum time and/or days necessary for
14 state funding. In such a case, the time necessary will be mutually rescheduled by the
15 District and the Association.

16
17 M. Mandated Reporter and Prevention of Harassment Required Trainings
18

19 1. As part of their professional duties, certificated ~~employees~~ staff members will complete
20 required ~~mandated reporter~~ trainings annually within the established time window. The
21 mandated trainings are:

- 22
23 1- a) California Mandated Reporter
24 2- b) Blood Borne Pathogens
25 3- c) Recognizing and Preventing Youth Suicide
26 4- d) School Bullying
27 5- e) Computer Security Awareness
28 6- f) Prevention of Harassment
29

30 2. ~~One training~~ The California Mandated Reporter and Prevention of Harassment
31 trainings will be provided by the District during a Staff Development Day, or faculty
32 meeting.

33
34 3. The delivery of each training may be via online instruction assigned during or outside
35 the work day, in addition to being provided during a Staff Development Day or faculty
36 meeting.
37

38 4. The delivery of the training will be uniform throughout the District in each school year.
39

40 5. If training is delivered via online instruction and assigned outside the work day, each
41 certificated staff member will be compensated for one (1) hour at the curriculum
42 development rate for each training.
43
44

6. ~~Absentees~~ A certificated staff member that is absent for a training delivered during a Staff Development Day, faculty meeting or via on-line during the work day, will be required to complete these trainings ~~requirement~~ outside of their work day.

N. Professional Development

For the 2019-20 school year and continuing for the 2020-21 school year, the District shall pay the equivalent of .5% of a bargaining unit member's annual base salary upon completion of six (6) hours of District-approved professional development that aligns with California State Standards, Culturally Responsive Instruction, differentiated instruction and social emotional learning, Special Education, CAASPP Training, Physical Restraint Reduction training, inclusive practices, curriculum training, and or other topics identified by the District ~~during the period of July 1, 2019 through June 30, 2020~~. This professional development is exclusive of any other professional development for which compensation is paid. The District will provide the appropriate form that will require site administrator and Education Services approval. All hours must be completed and submitted by July 1, 2020, for the 2019-20 school year and July 1, 2021 for the 2020-21 school year.

O. Full Day Kindergarten and Transitional Kindergarten

1. Commencing the 2019-2020 school year, the District may implement a full-day Kindergarten (including Transitional Kindergarten) program as described below:
2. Any full day program shall be for the entire instructional school year.
3. Full day TK/K teachers shall have recess breaks equivalent to first grade with no supervision duties.
4. Full day TK/K teachers shall have the same Preparation Schedule as a full time first grade teacher assigned to the school site.
5. Each full day TK/K class shall receive a minimum of five (5) hours per day of instructional support from classified staff or elect to receive a stipend in lieu of the instructional support from classified staff. The stipend amount will be equal to the Eighth Period Assignment on the Flat Rate Extra Duty Stipend Schedule. Each full day TK/K teacher shall make his/her selection for the following school year by the last teacher workday in March of current school year or ten (10) calendar days after reassignment or transfer to TK/K the following year.
6. Each teacher assigned to a full day TK/K class shall receive an uninterrupted lunch break, the same as a first grade teacher assigned to school site.
7. Non-certificated staff shall escort the TK/K students to the cafeteria and provide support/supervision while students eat. Non-certificated staff shall then escort TK/K students to the kindergarten playground for recess after lunch.

- 1 8. Non-certificated staff shall escort students who ride the bus to the student's correct bus.
2 TK/K teachers shall dismiss students to their parents at the end of each day.
3
- 4 9. If the District does not provide the classified support staff to the full-day program
5 pursuant to this agreement, ~~the full-day kindergarten program shall return to the half-day~~
6 ~~kindergarten program schedule. The return to a half-day kindergarten program schedule~~
7 ~~shall only occur at the commencement of a trimester or school year~~ the District will pay
8 the teacher the eight period assignment on the Flat Rate Extra Duty Stipend Salary
9 Schedule, pro-rated to the nearest quarter.
10
- 11 10. There shall be no more than two (2) mainstreamed special day students (students who are
12 not assigned to the teacher's classroom roster) without additional special education
13 personnel support at any given time in any TK/K classroom and the District shall make
14 reasonable efforts to equally distribute these mainstreamed special day students between
15 classes. Mainstreamed special day students shall count towards the TK-K class size
16 maximum if they are mainstreamed for more than two (2) hours of the instructional day.
17
- 18 11. For the 2019-20 and 2020-21 school years, the District will offer TK/K teachers up to
19 twelve (12) hours of time during the first trimester for the purpose of lesson planning
20 and/or assessment of students at the contracted curriculum development rate of pay.
21 Teachers will submit compensation for these hours via pay claim.
22
- 23 12. In the event the State of California mandates full day kindergarten, the parties will
24 commence negotiations regarding any impacts within the scope of bargaining within
25 ninety (90) calendar days.

ARTICLE VIII

EVALUATION PROCEDURES

A. INSTRUCTIONAL EMPLOYEES

1. The District's adopted employees' evaluation procedures shall be for the purpose of improving instruction and to maintain professional standards. The process is based upon the "Continuum of Teacher Development" which is aligned with the California Standards for the Teaching Profession (CSTP), as may be amended from time to time. The evaluation procedure shall evaluate and assess employees' competency as it is reasonably related to 1) engaging and supporting all students in learning; 2) creating and maintaining an effective environment for student learning; 3) understanding and organizing subject matter for student learning; 4) planning instruction and designing learning experiences for all students; 5) assessing student learning; 6) developing as a professional educator.

2. ~~The evaluation and assessment of non-instructional employees' competency shall reasonably relate to the fulfillment of their job responsibilities.~~

3.2. The evaluation and assessment of instructional employee competence shall not include the use of publishers' norms established by standardized tests. ~~Instructional employee evaluations shall include evidence of pupils' progress toward established standards based upon pre and post assessments. The measurement of student progress will be mutually agreed upon by the teacher and evaluator. Certificated non-instructional personnel shall be evaluated according to their job responsibilities.~~ In order to be qualified to perform observations, the evaluator must complete an annual training for the purpose of calibration with the goal of uniformity in the evaluation process.

4.3. ~~The progress of pupils toward the established standards of expected pupil achievement shall be included in the final evaluation, Form I, for instructional certificated employees.~~

~~Each first and second year temporary and probationary employee (instructional) shall be responsible for a maximum of four (4) standards of student achievement (and related means of assessment and evidence to be provided) which are representative of major components of his/her instructional program.~~

~~Permanent employees whose last evaluation was satisfactory shall be responsible for two (2) standards of student achievement.~~

All instructional employees shall be responsible for two (2) professional goals. One (1) goal shall be identified by the instructional employee and related to the District annual focus. One (1) goal will be identified by the instructional employee, representing a major component of his/her growth as a professional. Both goals must be mutually agreed upon by the instructional employee and the evaluator. Any appeal will be presented to the evaluator's Senior Director for resolution.

1 B. NON-INSTRUCTIONAL EMPLOYEES

2
3 ~~5. Assessment of fulfillment of job responsibilities for non-instructional certificated~~
4 ~~employees shall be included in the final evaluation, Form I, for non-instructional~~
5 ~~certificated employees.~~

6
7 ~~Each employee (non-instructional) shall be responsible for a maximum of four (4) job~~
8 ~~responsibilities (and related means of assessment and evidence to be provided) which are~~
9 ~~representative of major components of his/her job description.~~

10
11 ~~Permanent employees (non-instructional) whose last evaluation was satisfactory shall be~~
12 ~~responsible for two (2) job responsibilities.~~

13
14 1. Certificated non-instructional personnel shall be evaluated according to their job
15 responsibilities. The District's adopted employees' evaluation procedures for non-
16 instructional employees shall be for the purpose of improving performance and to maintain
17 professional standards. In order to be qualified to perform observations, the evaluator must
18 complete an annual training for the purpose of calibration with the goal of uniformity in the
19 evaluation process.

20
21 2. The evaluation and assessment of non-instructional employees' competency shall
22 reasonably relate to the fulfillment of their job responsibilities. Assessment of fulfillment
23 of job responsibilities for non-instructional certificated employees shall be included in the
24 final evaluation.

25
26 All non-instructional employees shall be responsible for two (2) performance goals
27 reasonably related to the fulfillment of their job responsibilities. One (1) goal shall be
28 identified by the non-instructional employee and related to the District annual focus. One
29 (1) goal will be identified by the non-instructional employee, representing a major
30 component of his/her job growth as a professional. Both goals must be mutually agreed
31 upon by the non-instructional employee and the evaluator. Any appeal will be presented to
32 the evaluator's Senior Director for resolution.

33
34 ~~6.3.~~ School Psychologists: The initial consultation and final conference relating to
35 evaluation shall be with the same single supervisor. The supervisor appointed as the
36 evaluator may seek input from the supervisors where the psychologist is assigned.

37
38 C. ALL CERTIFICATED EMPLOYEES

39
40 ~~7.1.~~ The certificated employee being evaluated and the supervising administrator shall meet
41 no later than ~~October 31st~~ six weeks from the first work day of the school year for the
42 initial consultation conference to discuss and/or review:

- 43 a. The administrator's expectations regarding the employee's duties and
44 responsibilities.
45 b. The evaluation forms and procedures.
46 c. The tentative schedule (dates and times) of observations.

- 1 d. The establishment of two (2) professional goals ~~student achievement objectives~~
2 ~~based on the content standards.~~
- 3 e. Any mitigating factors that may affect the certificated employee's ability to meet
4 ~~the student achievement objectives goals.~~
- 5
- 6 ~~8.2.~~ Performance of non-instructional duties and responsibilities involving supervisory and
7 advisory duties shall be included in the final evaluation, ~~Form I,~~ for ~~instructional and~~
8 ~~non-instructional~~ all certificated employees.
- 9
- 10 ~~9.3.~~ Final evaluation comments must relate to administrative observations and/or written
11 communications to individual employees during the formal observation period.
12 Informal observations shall not count towards a certificated employee's evaluation.
13
- 14 ~~10. 4.~~ Upon written request by the certificated employee, any information of a derogatory
15 nature which is four (4) or more years old shall be removed and placed in a separate
16 file. Each separate file shall remain confidential except as to direction from a court or
17 administrative agency.
- 18
- 19 ~~11. 5.~~ ~~Desk memos pertaining to a bargaining unit employee may not be forwarded to other~~
20 ~~administrators or staff.~~ Desk memos pertaining to a bargaining unit member may be
21 forwarded to other administrators at the site. This provision also applies to e-mail
22 communications. Desk memos must be destroyed after two ~~calendar~~ years from date
23 of the memo.
- 24
- 25 ~~12. 6.~~ The evaluation process shall not be used as a means of harassment of any certificated
26 employee. If in the opinion of the certificated employee, there is good prior reason to
27 object to a particular evaluator, the certificated employee shall have the right to
28 attempt to resolve the problem with the Senior Director. This option must be exercised
29 prior to the beginning of the evaluation process. If an alternate evaluator is assigned,
30 the designation shall be made by Human Resources in consultation with the
31 evaluator's Senior Director.
- 32
- 33 ~~13. 7.~~ The end of the year evaluation form will clearly state if the overall evaluation is
34 satisfactory or unsatisfactory. All observations shall clearly state whether the
35 observation is satisfactory or unsatisfactory. If any observation is unsatisfactory, the
36 evaluator must clearly communicate to the certificated employee all the areas in which
37 improvement is needed and suggested steps to address those areas.
- 38
- 39 ~~14.~~ ~~All standards of student achievement shall be specific and will be single subject in~~
40 ~~nature.~~
- 41
- 42 ~~15. 8.~~ Probationary ~~teachers~~ certificated employees shall be evaluated at least once each
43 school year. Commencing with the 2020-21 school year probationary certificated
44 instructional employees will be observed using the same form as permanent
45 certificated instructional employees (short form).
- 46

1 16. ~~9.~~ Permanent teachers certificated employees who receive a “satisfactory” evaluation
2 shall be evaluated at least once every two years other year regardless of assignment,
3 transfer, etc. The parties intend, absent unforeseen circumstances such as a transfer
4 from an instructional to a non-instructional assignment, that a certificated employee
5 obtaining permanent status will not be evaluated during his/her first year in permanent
6 status.

7
8 17. ~~10.~~ Permanent teachers who receive a “satisfactory” evaluation shall be evaluated once
9 every three years regardless of assignment, transfer, etc. if employee has at least 10
10 years with the School District. The evaluation of a permanent certificated employee
11 may be at least every five years based on the following:

12
13 a. The permanent certificated employee:

- 14
15 i. Has been employed for ten (10) complete cumulative school years with
16 the District,
17 ii. Is determined to be highly qualified, if serving in a position that is
18 required to be filled by a highly qualified professional as defined by the
19 federal law and or regulations, and
20 iii. Previous evaluation rated the employee as overall satisfactory.

21
22 b. The evaluator and the permanent certificated employee being evaluated must
23 agree to the five-year evaluation cycle. The permanent certificated employee or
24 the evaluator may withdraw consent at any time. The stated reason for
25 withdrawing consent shall be in writing and shall not be arbitrary, capricious, or
26 retaliatory.

27
28 18. ~~11.~~ Permanent teacher oObservations may begin after the first two weeks of school.

29
30 12. All observations shall clearly state whether the observation is satisfactory or
31 unsatisfactory.

32
33 19. ~~13.~~ Unless there are teacher certificated employee absentee problems, or repeated
34 conflicts in scheduling conferences, within ten (10) working days subsequent to the
35 observation, an evaluation conference shall be scheduled between the certificated
36 employee and the evaluator. If the evaluator misses this deadline without good cause
37 and the observation was unsatisfactory, the observation shall be discarded, and
38 another observation will be rescheduled with notice to the certificated employee. An
39 observation and its corresponding post-observation conference shall be completed
40 before another observation is started.

41
42 20. ~~14.~~ All “unsatisfactory” final evaluations must be based on more than two observations
43 by at least two different site administrators or by a third party District observer
44 selected by the Human Resources Department.

1 21. ~~15.~~ Permanent teachers certificated employees receiving an unsatisfactory evaluation
2 must participate in the PAR Program. Once the permanent ~~teacher~~ certificated
3 employee receives a satisfactory evaluation, he/she will be exited from PAR and will
4 not be evaluated the following year.

5
6 ~~22. All observations shall clearly state whether the observation is satisfactory or~~
7 ~~unsatisfactory.~~
8

9 ~~23.~~ 16. Completed evaluation forms for all personnel subject to evaluation during that year
10 shall be transmitted by the evaluator to the evaluatee not later than thirty (30) days
11 prior to the last day of that evaluation year. The entire evaluation process, including
12 all forms and meetings, shall be completed within the school year in which the
13 evaluation began. The evaluator and evaluatee shall discuss the completed evaluation
14 forms prior to the last school day of the evaluation year.
15

16 ~~24.~~ 17. The parties agree that the officially adopted evaluation procedures of this agreement
17 shall comply with the above requirements. ~~The forms are included as Exhibits "G"~~
18 ~~through "P."~~
19

20 D. PROCEDURES FOR PLAN OF IMPROVEMENT

21

22 1. If after two unsatisfactory observations the ~~teacher~~ certificated employee has not remediated
23 his/her deficiencies, he/she shall be noted as "in need of special assistance" and placed on a
24 plan of improvement.
25

26 2. ~~The plan of improvement shall be for at least 8 weeks and may be extended at the~~
27 ~~discretion of the District.~~ The Plan of Improvement is intended to help the certificated
28 employee by establishing a clear plan for support including coaching, feedback, and a
29 commitment for support, resources, and follow-up by the evaluator. The evaluator shall
30 commit to being clear on support and resources available. In consideration of individual
31 needs, the Plan of Improvement duration shall be determined by the evaluator in
32 consultation with the certificated employee. The plan of improvement shall be a minimum
33 of four (4) weeks in length, and with mutual consent, may be extended as necessary. In no
34 case shall there be a formal observation of the certificated employee before the four (4)
35 weeks have lapsed.
36

37 3. The plan of improvement shall include:
38

- 39 a. A statement of the problem and existing conditions in relationship to the CSTPs
40 (instructional) or performance of job responsibilities (non-instructional).
41 b. Specific ~~objectives~~ goals for the ~~teacher~~ certificated employee in relationship to the
42 CSTPs (instructional) or performance of job responsibilities (non-instructional).
43 c. Methods and resources which the ~~teacher~~ certificated employee may use to remedy
44 the problem and meet ~~the~~ CSTP expectations.
45 d. Specific guidance and assistance that will be offered to the ~~teacher~~ certificated
46 employee which may include:

- i. Release time to observe other certificated employees
- ii. Support as identified by the District
- iii. Professional development, as provided by the Curriculum Instruction and Professional Development Department
- iv. Lesson modeling, as provided by District or site coaches and/or site administrators
- v. Certificated employee's input and plan to improve his/her performance
- e. ~~Employee's input and plan to improve his/her performance.~~

E. PAR REFERRAL

1. If after the end of the improvement plan period the ~~teacher~~ certificated employee has not remediated his/her deficiencies, he/she shall receive an overall "unsatisfactory" on the formal evaluation (~~Form I~~) and be referred to PAR.

F. ~~ALTERNATIVE~~ EVALUATION PROCEDURE FOR INSTRUCTIONAL EMPLOYEES: CLASSROOM OBSERVATION SHORT FORM NARRATIVE

- ~~1. This procedure will be used for evaluation of permanent employees whose most recent evaluation had an overall rating of "satisfactory."~~
2. 1. The ~~regular~~ evaluation procedures listed ~~above~~ below will be used, ~~except for the following:~~
 - a. The Classroom Observation Short Form Narrative will be used ~~in place of Form A.~~
 - b. Satisfactory post observation conference may be waived by mutual consent.
 - c. An unsatisfactory observation will dictate a post observation conference.
 - d. If the overall evaluation is satisfactory, the year end evaluation conference may be waived by mutual consent.
 - e. If the overall evaluation is unsatisfactory, a year end evaluation conference will be held.
 - f. For permanent certificated employees, if the first two observations are both rated overall "satisfactory," there shall be no further formal observations.
- ~~3. If a permanent teacher is evaluated unsatisfactory in the Alternative Evaluation Procedure, he/she will be evaluated using the regular evaluation process the following year.~~
4. 2. Permanent ~~teachers~~ certificated employees receiving an unsatisfactory evaluation must participate in the PAR Program. Once the permanent teacher receives a satisfactory evaluation, he/she will be exited from PAR and will not be evaluated the following year.
- ~~5. If the permanent teacher and the principal agree, a permanent teacher rated satisfactory on the Alternative Evaluation Procedure may return to the regular evaluation procedure.~~
- ~~6. The Association and the District agree to the following evaluation changes and clarifying language:~~
 - a. ~~All standards of student achievement shall be specific and will be single subject in~~

1 nature (i.e. 75% of all students enrolled as of November 1, shall be able to add
2 common fractions with 80% accuracy).

3 ~~b. Permanent teachers with ten (10) years teaching experience with the School District~~
4 ~~who receive a “satisfactory” evaluation shall be evaluated once every three years~~
5 ~~regardless of assignment, transfer, etc.~~

6 ~~c. Permanent teacher observations may begin after the first two weeks of school.~~

7 ~~d. Unless there are teacher absentee problems, or repeated conflicts in scheduling~~
8 ~~conferences, an observation shall be completed before another observation is~~
9 ~~started.~~

10 ~~e. All “unsatisfactory” evaluations must be based on more than two observations.~~

11 12 G. CERTIFICATED EVALUATION PROCESS COMMITTEE

13
14 1. The Association and the District agree to the formation of a Certificated Evaluation Process
15 Committee during the 2020-21 school year to research best practices and develop
16 recommendations for the revision and/or development of new evaluation forms for non-
17 instructional employees for implementation in the 2021-22 school year.

18
19 2. The Committee will provide its recommendations to the District and Association prior to
20 December 18, 2020.

21
22 3. The Committee shall consist of four (4) MTA unit members and four (4) management
23 members.

24
25 4. There will be two (2) Co-Chairs (one MTA unit member and one management member).

26
27 5. Each MTA member will receive a \$2,000 stipend for service on the Committee during the
28 2020-21 school year.

29
30 6. The Committee is a recommending body that will meet outside of the school day.

31 32 H. NEW CERTIFICATED INSTRUCTIONAL EMPLOYEE OBSERVATION FORMS

33
34 1. Commencing the 2021-22 school year the attached evaluation form shall be used to
35 evaluate all certificated instructional employees, replacing previous observations forms.

36 2. A separate post-observation conference forms will no longer be required.

ARTICLE IX

SALARY

Increases as noted below will be applied to the following salary:

Schedule A
School Psychologists' Schedule
Speech Language Pathologists
Intern Salary Schedules
G230 Academy
~~BTSA Coordinator~~ 195-Day Schedule Employees
Agriculture Education, 9-12
Cal-Safe
Child Development – State Preschool Salary Schedule
Child Development – Head Start Salary Schedule
Child Development – State Specialist Salary Schedule
Child Development – Head Start Specialist Salary Schedule

A 3.0% increase to the applicable salary schedules shall be effective retroactively to July 1, 2018, or the beginning of the 2018-19 school year pay cycle. In addition, the District shall make a one-time, off the salary schedule payment equal to 1.0% of the bargaining unit member's annual base salary.

The District shall make a one-time, off the salary schedule payment equal to 2.0% of the bargaining unit member's annual base salary for the 2019-20 school year. All bargaining unit members are eligible to receive retroactive payment except those members who were dismissed by the District in the 2019-2020 school year.

Online Learning Program Teachers will be paid from the Hourly Direct Instructional Programs Salary Schedule.

If current or subsequent two (2) years of unassigned Unrestricted Ending Fund Balance is not positive the Association will negotiate to attempt to achieve fiscal solvency.

Beginning 2017-18 Nurses will maintain Local Education Agency (LEA) Medi-Cal billing. This duty will be added to the job description as a specific responsibility. Compensation will be paid from the Speech Language Pathologists' Salary Schedule.

- A. Eighth period compensation shall be filled on a voluntary basis, with first priority to existing employees. Stipends will be paid based upon the length of a class. Semester class will receive semester optionals, quarter classes will receive quarter optionals. The amount paid shall be standard for a semester or quarter and not varied based upon the number of days of a semester/quarter.

Optional periods are to be implemented for grades 7-8 in 1999-00; therefore, all provisions for grades 9-12 shall be in effect.

B. Longer Day/Longer Year Incentives

1. The MTA agrees that in the event the MTA causes the District to lose longer day money through not providing 180 days of instruction to students, the salary schedule may be reduced. The amount the salary schedule is reduced shall be proportionate to the amount of revenue actually lost, but in no event more than 1.7%.
2. In the event MTA causes the District to lose longer day money through not instructing the minimum time necessary, then teacher salary schedules may be reduced. The amount reduced must be proportionate to the amount actually lost but in no event reduced more than 1.9%.
3. Since 1-3 and 4-6 student schedules shall overlap, TK-6 teachers shall be available to provide supervision of students before and after school necessary to implement the longer day plan. The District shall make an effort to minimize additional supervision requirements.

C. Child Development Program teachers employed as TK-12 teachers: Where the employee has at least a BA Degree, each two years of Child Development Program teaching shall count for one year salary step placement, up to a maximum of five (5) years in placement on the K-12 teachers' salary schedule.

D. Longevity

Longevity steps will be earned based upon the annual increment criteria of completing seventy-five percent (75%) of the annual required days of services.

Five increments shall be granted as longevity steps, the first after completion of the seventeenth (17th) year of credited service, and the second after twenty (20) years of credited service, the third after twenty-three (23) years of credited service, the fourth after twenty-six (26) years of credited service and the fifth after thirty (30) years of credited service.

E. Travel

Employees, who on a regular and continuing basis are required by the District to travel between work sites and who use their own vehicles, shall be reimbursed at the rate of the maximum allowable federal mileage reimbursement rate without attribution to income.

F. Salaries paid to librarians and agriculture teachers for summer service rendered after June 30 shall be based on the salary schedule for the ensuing school year.

1 G. Placement on the salary schedule for employees is based upon educational training and prior
2 teaching experience in accordance with the following:

3
4 H. For Employees New to the District

5
6 Beginning with the 2016-17 school year, teacher experience is granted on the basis of one (1)
7 step for each year of verified prior certificated teaching experience. Actual initial placement is
8 not to exceed a total of twelve (12) steps with the exception of Range I where the maximum
9 number of steps is six (6), except as approved by the Board. A year of experience shall
10 represent no less than seventy-five percent (75%) of the days of required service for one given
11 year. EXPERIENCE SHALL BE WITHIN THE LAST FIFTEEN (15) YEARS. Verification
12 of certificated experience must be received in the Human Resources Office within 30 days of
13 acceptance of the position.

14
15 (If a teaching credential could have been obtained prior to the date the credential was
16 actually granted, the date the credential could have been obtained shall be used to
17 determine teaching experience placement on the salary schedule. The burden of proof
18 shall be on the employee to establish that the academic requirements were met to
19 obtain a teaching credential.)

20
21 Maximum placement for provisional credentialed personnel is Step 6, except as approved by
22 the Board.

23
24 Upon application, prior experience related closely to the local teaching assignment, when fully
25 verified, shall be credited on the basis of one (1) step for each two (2) years within the past ten
26 (10) years. Experience credit cannot exceed three (3) steps. The B.A. Degree or equivalent,
27 or a regular credential shall have been earned before the related work experience.

28
29 I. Units

30
31 1. Credit is granted toward salary advancement for units earned after receiving the
32 Bachelor's Degree, including post-graduate units received prior to Bachelor's Degree,
33 as shown on an official transcript from a college or university only if they are:

34
35 a) Earned at accredited colleges or universities with at least a "C" grade equivalent
36 or earned at non-accredited colleges or universities with at least a "C" grade or
37 equivalent and are accepted for credit on the official transcripts of accredited
38 colleges or universities or CTC Induction of Intern Programs.

39
40 b) Clearly and substantially supportive of the employee's assignment or the
41 employee's District approved goal.

42
43 c) Units shall be recorded as semester units. The formula to convert from quarter
44 units to semester units shall be: quarter units x .667 = semester units.

- 1 2. With prior District approval, credit may be granted toward salary schedule advancement
2 for lower division units and upper division or graduate units not covered under part (a),
3 earned with at least a "C" grade or equivalent after the date of receiving the Bachelor's
4 Degree as shown on an official transcript from a college or university.
5
6 3. No credit is granted for units earned during the regular school year in excess of nine (9)
7 semester units or twelve (12) quarter units. Requests to exceed this requirement may be
8 submitted to the Associate Superintendent, Human Resources.
9
10 4. A school nurse will receive two (2) units of credit toward salary schedule placement for
11 completion of each thirty (30) hours of continuing education of the type that is utilized to
12 keep a current California Nursing License. This shall apply to hours earned after
13 September 1, 1985.

14
15 5. Filing of Units

16
17 Official transcripts received in the Human Resources Office no later than October 1 shall
18 count toward reclassification beginning January 1 of the current school year and be paid
19 in the February pay cycle to maximize payment to the member. Official transcripts
20 received in the Human Resources Office after October 1 but no later than April 1 shall
21 count toward reclassification for the following school year. All step (years of service)
22 changes will occur at the beginning of the school year. The regular school year is the
23 first work day through the last day of school. Transcripts shall not be returned to the
24 employee and become the property of Modesto City Schools as part of the employee's
25 personnel file. For employees new to the District, transcripts must be received in the
26 Human Resources Office within 30 days of acceptance of the position.
27

28 6. Annual Increment

29
30 Seventy-five percent (75%) of the annual required days of service shall be served to
31 qualify for the annual increment.
32

33 J. Staff Development

34
35 District sponsored staff development activities occur out of several departments in Modesto
36 City Schools. This includes TK-6 and 7-12 Curriculum and Staff Development, State and
37 Federal Programs, ~~BTSA~~ Induction, Elementary Education and Administrative and Pupil
38 Services. Many workshops or in-services are prepared and presented by teachers outside their
39 regular job description. There is a need for some consistent guidelines for compensation for
40 teachers working outside their regular job description, at the District level, in the capacity of
41 presenter and/or in the development of information for the presentation.
42

43 Listed below are three of the most common situations and how teachers will be
44 compensated:
45

1. The teacher presenter prepares a new presentation.

The presenter is compensated one hour of presentation development time at the curriculum development rate for each hour of the presentation. (Example: 3 hours of preparation for a 3 hour presentation.)

2. The teacher presenter prepares to present a previously prepared presentation. (Example: Teacher is handed the binder for Class Size Reduction In-service and must prepare to present the material.)

The presenter is compensated for one hour of presentation development at the curriculum development rate for each two hours of presentation. (Example: 2 hours to prepare to present a 4 hour presentation.)

3. The teacher presenter prepared to present the same presentation several times.

The presenter is compensated according to #1 or #2 above, for the first presentation. The presenter is compensated for one hour for each repeated presentation.

In all three situations, the teacher presenter is compensated for time of the presentation, excluding lunch/dinner breaks.

The Curriculum Development Rate will be paid in the following situations:

1. Participating in District/Site coordinated summer professional development.
2. Development or revising curriculum outside of the work day.
3. Assist in student placement/support prior to the first teacher work day.

K. Stipends

1. Effective the 2016-17 school year, a new formula for the payment of stipends to certificated employees will be utilized. The stipend schedule does not automatically receive increases with future agreements and must be negotiated separately.
2. Effective the 2016-17 school year, previously eliminated athletic positions will be reinstated. The positions to be restored, one (1) per comprehensive high school, are: Track Assistant, Girls Varsity Volleyball Assistant, Girls Varsity Softball Assistant, Girls Varsity Basketball Assistant, Boys Varsity Football Assistant, Boys Varsity Basketball Assistant, and Boys Varsity Baseball Assistant.
3. Effective the 2016-17 school year, Leadership Team Member positions will be established at each TK-6 school site. Compensation will be based upon the Modesto City Schools' Extra Duty Stipends Schedule. The leadership annual term will be July 1 to June 30. Each school will receive one (1) Leadership Team Member stipend per 100 students, grades TK-6 (CDP is not included in this calculation). Student

calculations are based on the projected student enrollment as approved by the Board of Education for the next year. Readjustments will occur based upon first month enrollment. One (1) member will be identified as the alternate in case of enrollment adjustments. A minimum of three (3) Leadership Team Members per school site.

- a) The site administrator will annually notify in writing of his/her intention to fill Leadership Team Member positions and ask staff members to submit their recommendations for Leadership Team Members. Non-permanent teachers shall not be eligible to serve on Leadership Teams, unless no one else is available or willing to serve.
- b) The staff members' recommendations shall be submitted in writing to the administrator within ten (10) days of the site administrator's notice of his/her intention to fill Leadership Team Positions.
- c) Leadership Team Members shall be selected by the site administrator after soliciting input from each staff member. A copy of each staff members' confidential written preference for Leadership Team shall be sent to the Association Office by the District. The site administrator shall give good faith consideration to the majority preference of the team/department.
- d) Leadership Team Member responsibilities include the following duties:
 1. Attend site leadership meetings (maximum 13 meetings per year, except with approval by the majority of the Leadership Team).
 2. Lead a team of grade level teachers.
 3. Attend District-wide professional development.
 4. Actively participate in site leadership.
 5. Facilitate the review of student performance data and develop plans to increase student learning.
 6. Assist with orientation of new teachers.
 7. Conduct regularly scheduled meetings with grade level team.
 8. Assist with development of the Professional Learning Community (PLC).
 9. Willingness to learn, adopt, and potentially assist teachers with state standards.
 10. Lead an instructional team and/or department.

4. Service in STEAM related student activities shall be compensated at the curriculum rate.

A teacher may submit a proposal to provide afterschool hands-on learning opportunities to increase student exposure to STEAM (Science, Technology, Engineering, Arts, and Math) activities. To be considered, a proposal must be submitted prior to October 1 of each school year. Activities will be discussed and

1 subject to prior approval by the site principal. Activities that are part of the Science
2 Olympiad or Science Bowl would be excluded. If mutual agreement of proposed
3 scope and length of activity cannot be reached between teacher and principal, the
4 Associate Superintendent of Educational Services will make the final determination.
5 The District will provide funds on an annual basis for distribution to each elementary,
6 junior high and high school site for these activities.

- 7
8 5. Effective upon ratification of the 2016-17 tentative agreements by both parties, the
9 following increases to the Hourly Direct Instructional Program Schedule will be
10 implemented:

11
12 Curriculum Development \$40.00
13 In-Service Participation \$30.00
14 Hourly Direct Instructional Program Schedule increase pay ~~2%~~ 17.5%
15

16 Effective the 2020-21 school year, the District agrees to compensate substitute teachers with
17 consistent employment with Modesto City Schools at the higher rate (21+ day rate) from year
18 to year. "Consistent employment" is defined by working 110 or more days in one school year
19 or an average of ninety (90) days per year over two (2) consecutive years of employment, and
20 completing the District's Certificated Substitute Training once, if the trainings were available
21 at the time of employment.

ARTICLE X

HEALTH AND WELFARE BENEFITS

1 A. Health Benefit Committee

2
3 Commencing August 1, 2019, a Health Benefits Committee will be established to explore
4 potential health benefit cost containments to help reduce employee out-of-pocket costs. The
5 Committee may retain the services of a health insurance broker as a resource when needed.

6
7 The Committee will provide an end of process summary shared with respective bargaining
8 teams prior to February 1, 2020.

9
10 The Committee shall consist of four (4) MTA unit members and four (4) management
11 members.

12
13 There will be two (2) Co-Chairs (one MTA unit member and one management member).

14
15 Each MTA member will receive a two thousand dollar (\$2,000) stipend for service on the
16 Committee.

17
18 The Committee is a recommending body that will meet outside of the school day.

19
20 B. Effective January 1, 2011, the District re-enrolled in the CalPERS health care system in
21 accordance with the timelines prescribed by CalPERS, subject to the recommendation of the
22 Insurance Committee and MCS Board approval. (Any changes were to be cost-neutral to
23 the District.)

24
25 An eligible employee is a unit member that is regularly assigned to 60% or more of a full-
26 time equivalent assignment. Service between 50% and 59.99% will be eligible for a
27 percentage of the District Contribution. Service in a less than 50% position or substitute
28 assignment shall not be included in the determination for eligibility for health and welfare
29 benefits.

30
31 An eligible Child Development certificated employee is a unit member that is regularly
32 assigned 4 or more hours a day. Service in less than 4 hours shall not be included in the
33 determination for eligibility for health and welfare benefits.

34
35 C. The Association reserves the right to change carriers for vision and dental insurance with
36 mutual agreement with the District.

37
38 D. Effective April 1, 1995, employee health and welfare benefits will be administered through
39 the implementation of a fully qualified, Internal Revenue Service Section 125 Flexible
40 Benefits Plan. Employees will have the option of purchasing health and welfare plans
41 (e.g. medical, dental, vision) with pre-tax District fringe contributions and directing any
42

1 remaining contribution into a “qualified benefit” as defined by Internal Revenue Code
2 Section 125. The employee will have the further option of taking any or all of the District’s
3 fringe benefit contribution as cash, on which federal and state taxes will be calculated as
4 applicable.

5
6 E. 1. Commencing January 1, 2007, the District shall contribute \$150 per month, per eligible
7 employee, toward the purchase of a health and welfare package from the District-selected
8 health care provider. In the event the cost of the health and welfare benefit package exceeds
9 the District’s contribution, each eligible employee shall be responsible for the additional cost
10 and shall be subject to mandatory monthly deductions to cover the difference between the
11 actual cost of the employee’s health and welfare package and the District’s contribution.
12 This paragraph shall sunset effective December 31, 2020.

13
14 2. Effective July 1, 2014, the District shall contribute an additional \$250.00 per month
15 toward benefits for all permanent, temporary, and probationary bargaining unit members.
16 An employee who is otherwise provided basic group medical coverage may opt to have the
17 District pay \$250.00 per month, cash in lieu. Such payment shall be in lieu of medical
18 coverage paid by the District and shall be initiated only following the employee’s
19 certification, on a form prescribed by the District, of alternative coverage. For the 2014-15
20 school year only, employees will have until August 29, 2014 to submit this certification
21 retroactive to July 1, 2014. This paragraph shall sunset effective December 31, 2020.

22
23 3. Effective January 1, 2021, the District shall contribute five hundred and eighty-three
24 dollars and thirty-four cents (\$583.34) per month (\$7,000 per complete benefit year which is
25 January 1 to December 31) for full time unit members toward the purchase of District
26 approved insurance plans. The District contribution shall be prorated pursuant to Paragraph
27 B above.

28
29 4. Effective with the Open Enrollment period for coverage in the 2021 benefit year (January
30 1 to December 31), each eligible employee shall be required to enroll in the District-selected
31 medical health and welfare program. However, the District shall permit an eligible
32 employee to opt out of the District’s medical health and welfare program if the eligible
33 employee can provide sufficient proof to the District of other group medical health insurance
34 coverage. The term “other group medical health insurance coverage” shall not include
35 Covered California or a Health Care Sharing Program.

36
37 5. An eligible employee who provides certification of other group medical health insurance
38 coverage may opt to have the District pay \$250.00 per month, cash in lieu. Such amount
39 shall be prorated accordingly. Such payment shall be in lieu of medical health and welfare
40 program coverage paid by the District and shall be initiated only following the employee’s
41 certification, on a form prescribed by the District, of alternative other group medical health
42 insurance coverage. An employee hired on or after July 1, 2020 shall not be eligible to
43 receive a cash in lieu benefit. An employee hired before July 1, 2020 and who currently is
44 enrolled in District-selected medical health and welfare program has until the end of the
45 Open Enrollment period for coverage in the 2021 benefit year to opt out of the District’s

1 medical health and welfare program, and in accordance with this paragraph receive \$250 per
2 month cash in lieu.

3
4 6. In the event the cost of the health and welfare benefit coverage (medical, dental, or
5 vision) exceeds the District's contributions, each eligible employee shall be responsible for
6 the additional cost which shall be made by mandatory monthly deductions. In the event the
7 cost of the District's medical health and welfare benefit is coverage is less than the District's
8 contribution, each eligible enrolled employee shall be allowed to use excess funds towards
9 ancillary benefits or 403(b) plan.

10
11 8. Notwithstanding Paragraph E 5, above, an employee hired on or after January 1, 2021,
12 may not opt out of medical coverage if required by the District's healthcare plan provider.

13
14 9. The District recognizes that Health & Welfare premium rates may change mid-year and
15 will increase the additional contribution to the minimum amount necessary to be compliant
16 with the Affordable Care Act laws based on a calculation of Range 1/Step 1 of Salary
17 Schedule A. The additional cost will be calculated, applied, and recognized towards the
18 amount eligible for the following year's negotiations.

19
20 ~~An eligible employee that is permitted to opt out of the District's health and welfare~~
21 ~~program shall not receive the District's \$150 per month contribution.~~

22
23 10. District employees who are married (or domestic partners) will each be given \$150 per
24 month if they enroll in the District's family plan for health insurance may combine monthly
25 health and welfare benefit contributions to purchase a family coverage plan in a District
26 approved medical health and welfare program.

27
28 11. Effective January 1, 2021, the District shall pay for whole group term life insurance
29 with a benefit of \$50,000 to employees as part of the employee benefit package. The District
30 shall have the authority to select the insurer for this benefit in consultation with the
31 Association. The Association agrees that this benefit shall resolve any dispute, including a
32 claim for back pay related to prior contributions by members.

33
34 ~~E. F.~~ F. Open enrollment period shall be scheduled as determined by the District's insurance
35 provider within the calendar year.

36
37 ~~E. G.~~ G. Effective January 1, 2011, the following will comprise the medical insurance program:

38
39 The following are criteria for administering the program:

- 40
41 1. Active employees must retire in a Modesto City Schools' health plan to be eligible
42 for coverage.
43 2. Retired employees who leave MCS' health program may return only during open
44 enrollment.
45 3. Early retirees, retirees >65 without Medicare, and retirees with Medicare, shall be
46 included in the program.

- 1 4. Early retirees and retirees without Medicare will be charged the same rate as the
2 active employees.
3 5. Retired employees' spouses with coverage at the time of death shall have the right
4 to continue coverage for his/her life at their own expense.
5

6 ~~G.~~ H. Retired Teachers
7

- 8 1. As of July 1, 2020, the District's funding of the MTA Medical Benefits Trust in the
9 current year shall be based on .30% of the certificated salaries (unrestricted resources
10 only (1000-1999) excludes benefits) as calculated on the unaudited actuals for the
11 prior fiscal year." ~~As a result of enrolling in CalPERS, the District shall contribute the~~
12 ~~pre-determined monthly administration fee toward the insurance premium for each~~
13 ~~retired employee enrolled in one of the Modesto City Schools' plans prior to July 1,~~
14 ~~2006.~~
15

16 ~~Before extending this benefit to retirees after 2005-06, the District and the Association~~
17 ~~shall determine the legality and negotiate the conditions and means of resolving the~~
18 ~~financial issues raised by this contract revision.~~
19

- 20 a. ~~January 1st marks the beginning of a new health and welfare plan year.~~
21 b. ~~In February of each year, the District will calculate the cost of that new year's~~
22 ~~projected expenses based on the combination of active and retiree participants.~~
23 c. ~~If the amount exceeds the July 2010 contribution, the difference will be deducted~~
24 ~~from that year's MTA Medical Benefits Trust payments.~~
25 d. ~~If the amount is less than the July 2010 contribution, the originally negotiated~~
26 ~~amount will be paid in full to the MTA Medical Benefits Trust.~~
27 e. ~~Each year, a list of retiree participant names will be provided to MTA for review to~~
28 ~~ensure that only former MTA members are included in the retiree participant pool.~~
29

- 30 2. Each year, a list of retiree participant names will be provided to MTA for review to
31 ensure that only former MTA members are included in the retiree participant pool.
32

- 33 3. The District shall continue current plan for reimbursement of medical premium with
34 retirees and MTA Medical Benefits Trust. This plan may be changed by mutual
35 agreement.
36

37 The following payment schedule for any remaining funds currently contributed to the
38 MTA Medical Benefits Trust shall be:
39

40	Jul-Sep quarterly payment	-	October 31 st
41	Oct-Dec quarterly payment	-	January 31 st
42	Jan-Mar quarterly payment	-	April 30 th
43	Apr-Jun quarterly payment	-	July 31 st
44			
45			

- 1 4. ~~Beginning July 1, 2008, an additional \$50,000 quarterly will be added to the Retiree~~
2 ~~Medical Benefit Fund.~~

3
4 ~~H.~~ I. Hourly Employees – Purchase of Health Insurance

5
6 Substitute teacher or hourly employee, including independent study hourly teachers, may
7 purchase health insurance which is covered by the District program in accordance with
8 federal laws:

- 9
10 1. Pre-payment arrangements acceptable to the District Business Office are executed in
11 writing.
12
13 2. Bargaining unit members under contract with the District 20% or more may purchase
14 dental insurance subject to prior arrangements satisfactory to the District Business
15 Office.
16
17 3. If purchasing Modesto City Schools insurance, all Child Development groups shall
18 receive the health and welfare premium contribution referenced in Paragraph E 3 and
19 4 of \$3,283.80 per year (employees who work 60-100%) and shall be subject to the
20 same requirements set forth in Paragraph E. Service between 25-59% will be eligible
21 for a percentage of the District Contribution. Employees who work 50-59% receive
22 the equivalent of the CalPers Administrative Fee rate. Additional District annual
23 contribution or cash in lieu is as follows:

24
25 All Child Development groups (except Head Start) *

26

<u>Employment</u>	<u>Amount</u>
75% -100%	\$3,021.16
50% -74%	\$2,265.84
25% -49%	\$1,132.94

31
32 Head Start

33

<u>Employment</u>	<u>Amount</u>
75% -100%	\$3,021.16
50% -74%	\$2,265.84
25% -49%	\$1,132.94

38

39 (*The District seeks to discuss these amounts to ensure it is equitable on the proposed terms.)

ARTICLE XII

ORGANIZATION SECURITY AND PAYROLL DEDUCTIONS

1. Any employee who is a member of the Association who signs and delivers to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Association, ~~or service fee (representation fee)~~, shall have such authorization continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year. Any such revocation should be effective for the next school year. Pursuant to such authorization, the District shall deduct such dues, fees or assessments ~~(or service fee)~~ from the regular salary check, in ten (10) equal installments each year, for the duration of this Agreement.
2. ACCESS TO MCS/MTA CONTRACT
 - a. The MCS/MTA Collective Bargaining Agreement (CBA) is posted on and fully accessible from both the internal and external District websites.
 - b. During all orientation sessions referenced in the Agreement, the District will inform members of the online location of the CBA and their ability to download an electronic copy to their local device should they so desire.
 - c. The District will provide a hard copy of the CBA by request from members.
~~The District will provide bargaining unit employees new to the District with a copy of the Collective Bargaining Agreement and the employee will sign a form, a copy of which will be forwarded to the Association within ten (10) days of the employee reporting to work.~~
3. ~~Any employee who is a member of the Unit, who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the first day of active employment or July 1, 1981, whichever is later (except as provided hereafter in the Optional Procedure), shall pay a service fee to the Association: an amount equivalent to the United Membership dues, initiation fee and general assessments uniformly required to be paid by members of the Association.~~
4. ~~In the event an employee fails to comply with this Article, at the request of the Association, the Superintendent or his/her designee shall notify the employee within ten (10) days that he/she is not complying with his/her contractual obligation to the Association and the District. A copy of such notice shall be sent to the Association.~~
5. ~~The District shall deduct service fees from the salary or wage order of the employee who is not a member of the Association, or has not complied with the Optional Procedure.~~

~~Any employee may pay service fees directly to the Association in lieu of having such service fees deducted from the salary or wage order.~~

~~In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, as provided in paragraph 1, the Association shall so inform the District and the District shall immediately begin automatic payroll~~

~~deduction in the same manner as set forth in paragraph 1 of this Article.~~

~~Any payment to a charity must be made on an annual basis.~~

~~6.~~ 3. The parties further agree the obligation of this Article shall be grounded in the individual contract issues after July 1, 1981, for employees, which shall state, "this contract is subject to a collective bargaining agreement heretofore or hereafter negotiated by the District and the exclusive bargaining representative of employees employed by the District. The terms of such collective bargaining agreement are incorporated herein, and by accepting this contract, you agree to be bound by all such terms, including Article XII, Organizational Security and Payroll Deductions, provisions thereof."

~~7.~~ 4. The District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made.

~~8.~~ 5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

~~9.~~ 6. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, and savings bonds. Deductions for any other plans or programs shall be jointly approved by the Association and the District.

~~10.~~ 7. Dues Check-off--Authorization in effect on date of the signing of this Agreement shall remain in effect, but shall be subject to the conditions set forth in this Article.

~~11.~~ 8. The Modesto Teachers Association agrees to indemnify and hold the District harmless from any and all claims arising from a bargaining unit member represented by the Modesto Teachers Association concerning the implementation of Article XII provided such implementation is done by the District in good faith and in a non-negligent manner. In such case, the Modesto Teachers Association shall have the exclusive right to defend such suits and to determine which matters shall be compromised, resisted, tried, or appealed.

~~12.~~ 9. The District agrees to deduct dues ~~or service fees~~ pursuant to the schedule submitted by MTA for employees who execute a form currently in use or any mutually agreed upon form. The MTA is to submit the schedule each year by September 5. The schedule may be amended once each school year with thirty (30) days notice.

10. BARGAINING UNIT MEMBER INFORMATION – ALL UNIT MEMBERS

a. The District shall provide to MTA the following information for all new bargaining unit members as provided to the District within thirty (30) days of the date of hire, or by the first pay period of the month following hire:

i. Employee name

ii. Work location

iii. Home address

- 1 iv. Phone number
2 v. Personal email address
3 vi. The information will be provided to MTA electronically via a mutually agreeable
4 secure File Transfer Protocol (FTP) site or service.
5
6 b. The District shall provide to MTA the following information for all bargaining unit
7 members as provided to the District once every one-hundred twenty (120) days as
8 defined below:
9 i. Employee name
10 ii. Work location
11 iii. Home address
12 iv. Phone number
13 v. Personal email address
14 vi. The information will be provided to MTA electronically via a mutually agreeable
15 secure File Transfer Protocol (FTP) site or service, in the months of July,
16 November, and March, not to exceed 120 days since the last report.
17
18 11. DISTRICT NOTICE TO MTA OF NEW EMPLOYEE ORIENTATION
19 a. The District shall provide MTA with at least 10 calendar days' notice of the date,
20 time and location of new employee orientations. Notification shall occur in writing
21 via an electronic mail or hard copy.
22
23 12. NEW BARGAINING UNIT MEMBER ORIENTATION
24 a. NEW BARGAINING UNIT MEMBER ORIENTATION – BEGINNING OF
25 SCHOOL YEAR
26 i. The majority of new certificated bargaining unit members will attend orientation
27 at the beginning of the school year, as scheduled by the District on one of the
28 three (3) additional workdays required of new members per Article IV.E.
29 ii. MTA will be provided 45 minutes of uninterrupted time to communicate with
30 bargaining unit members. District administrators will excuse themselves during
31 Association time.
32
33 b. NEW BARGAINING UNIT MEMBER ORIENTATION FOR MEMBERS HIRED
34 AFTER THE BEGINNING OF THE SCHOOL YEAR
35 i. Orientation for new members hired after the beginning of the school year will
36 occur three (3) times per year on an approximate quarterly basis as defined below:
37 1. 2nd Thursday in October
38 2. 4th Tuesday in January
39 3. 2nd Thursday in April
40 ii. Substitutes or other class coverage will be provided for release of applicable
41 members for up to, but not to exceed, a half day to attend the orientation session.
42 iii. MTA will be provided 30 minutes of uninterrupted time to communicate with
43 bargaining unit members. District administration will excuse themselves during
44 Association time.
45
46

1 c. NEW CERTIFICATED SUBSTITUTE BARGAINING UNIT MEMBER
2 ORIENTATION

3 i. Orientation for new certificated substitutes will occur two (2) times per year as
4 defined below:

- 5 1. One session on a date at the beginning of the school year prior to the first
6 day of school.
- 7 2. One session on the District-wide Professional Development Day in
8 October.
- 9 3. MTA will be provided 30 minutes of uninterrupted time to communicate
10 with bargaining unit members. District administration will excuse
11 themselves during Association time.
- 12 4. Certificated substitutes will be compensated at their respective daily
13 certificated substitute rate to participate in the above orientation/training
14 sessions. New members only attend one session, not both.

15
16 OPTIONAL PROCEDURE

17
18 ~~12. Exclusive optional procedure effective upon final ratification of the 1990-92 Collective~~
19 ~~Bargaining Agreement applicable to employees hired to commence service to the District~~
20 ~~thereafter and to employees employed before that date who were members of the~~
21 ~~Association or who were paying a service fee to the Association.~~

22
23 ~~Any employee of this unit who has bona fide religious beliefs which prohibit him/her~~
24 ~~from joining or financially supporting employee organizations shall not be required to~~
25 ~~join or financially support Modesto Teachers Association CTA/NEA. However, that~~
26 ~~employee shall utilize the following Optional Procedure:~~

- 27 ~~a. Submit a notarized statement to the Association with a copy to the employer by the~~
28 ~~end of the first month (September) of each school year. The statement shall state that~~
29 ~~the person does not desire to join or contribute to the Modesto Teachers Association~~
30 ~~because of religious beliefs that prevent him/her from joining or contributing.~~
- 31
32 ~~b. Make payment equal to unified membership dues to a non-religious, non-labor~~
33 ~~organization exempted under Section 501(c) (3) of Title 26 of the Internal Revenue~~
34 ~~Code. The list of designated charitable organizations is: Heart Fund, Cancer Fund,~~
35 ~~Cystic Fibrosis Foundation or others approved by the Association.~~
- 36
37 ~~c. Proof of such payment (i.e. payment to one of the charities on the list of designated~~
38 ~~charities) shall be submitted to the Association with a copy to the District by the end~~
39 ~~of the first month of each school year (September).~~

40
41 ~~This procedure is applicable only to employees who have elected to not join in financial support~~
42 ~~of Modesto Teachers Association CTA/NEA based on personal beliefs and who annually~~
43 ~~continue to exercise that option.~~

ARTICLE XIII

TRANSFERS

1 Definition: A transfer is the movement of an employee to a different site or school. The District
2 may transfer staff members within the same district or between districts in accordance with
3 student, school, program and District needs and the guidelines in this Article.

4
5 For the purpose of this Article, District seniority is the first day the employee worked in
6 continuous service in the “combined” district (either the elementary or high school district).

7
8 In addition, any employee who has probationary or permanent status in either the elementary or
9 high school district who transfers between these two districts in the “combined” district shall
10 retain his/her probationary or permanent status and legally defined order of employment.

11
12 Teachers may not be transferred into the Alternative Education Programs without volunteering.

13
14 Assignments at each site shall be determined before any provision of the Transfer Article can be
15 implemented.

16
17 Once assignments have been made and after the start of the school year, teachers in categorically
18 funded programs will not be included in transfer for shifting and declining enrollment.

19
20 The classroom teacher that is involuntarily relocated to another classroom shall be provided a
21 substitute teacher for one student instructional day (relocation during the school year) or
22 compensated at the teacher’s hourly rate for a minimum of two (2) hours (relocation outside the
23 school year). Additionally time may be authorized as determined by the site administrator. This
24 time is provided to permit the teacher to prepare for relocating his or her materials and to set up
25 the new classroom. This term excludes counselors, itinerant employees, or teachers currently
26 sharing a classroom.

ADMINISTRATIVE TRANSFERS EXCLUSIVE OF SHIFTING/DECLINING ENROLLMENT

27
28
29 An administrative transfer shall only be made if either:

30
31 a) the staff member agrees to the transfer, or

32
33 b) pursuant to the following procedure:

34
35 1) The employee is notified in writing of his/her probable transfer prior to its submission
36 to the Superintendent or his/her designee. The employee shall be advised that he/she
37 has specified time requirements to meet.

38
39 2) If the employee so requests within five (5) working days after written notification, the
40 initiating administrator and employee shall meet within five (5) working days to
41 attempt to resolve existing differences. This meeting shall be held prior to the
42

1 submission of the recommendation to the Superintendent or his/her designee. The
2 employee shall have the right to be represented at the meeting. If the employee has
3 not given twenty-four (24) hours advance notice to the building administrator, the
4 building administrator may reschedule the meeting if he/she also wishes to have
5 assistance at the meeting.
6

- 7 3) Upon written request, the employee shall be provided with a written statement of the
8 reasons for the recommended transfer.
9 4) Following the meeting with the initiating administrator, the employee may, within
10 five (5) working days, request in writing a meeting with the Superintendent or his/her
11 designee to resolve remaining differences. This meeting shall be held prior to
12 authorizing the transfer. The employee shall have the right to representation at this
13 meeting.
14

15 In administrative transfers, reasonable efforts will be made to find a new assignment that is
16 satisfactory for the employee.
17

18 An employee who has ~~declared in writing that he/she intends to retire~~ submitted a
19 resignation/retirement effective at the close of the current or next school year shall not be
20 transferred except under circumstances that provide no other reasonable alternative. Such ~~written~~
21 ~~intent to retire~~ resignation/retirement may not be withdrawn once accepted by the Board or its
22 designee unless agreed to by the District.
23

24 Except for good cause, such as program changes, resignations, retirements or unexpected
25 changes that necessitate transfer, the District shall make a good faith effort to notify employees
26 by at least five (5) working days before the last day of school, of their involuntary transfer for the
27 subsequent year. If it becomes necessary to initiate a transfer after five (5) working days before
28 the last day of school, the employee shall be notified in keeping with b.1 above.
29

30 The above timelines apply to transfers which shall be effective the following school year. The
31 above timelines shall be shortened if such transfer is to occur during a given academic year.
32

33 ADMINISTRATIVE TRANSFERS NECESSITATED BY SHIFTING/DECLINING 34 ENROLLMENTS 35

- 36 a) The District shall determine whether or not overstaffing exists at each school. The
37 District shall determine the department/subject area(s) at each school where any such
38 overstaffing exists at grades 7-12.
39
40 b) When a school/department/subject area is determined to be overstaffed, no more
41 teachers will be transferred to open vacancies in the District than is necessary to bring
42 the overstaffed school/department into balance.
43
44 c) The District shall notify each certificated employee in the overstaffed school/subject
45 area/department where any such overstaffing exists at grades 7-12.
46
47

- d) Volunteers shall be solicited by the District from the school(s)/grade levels where any such overstaffing exists at grades TK-12. Should multiple employees volunteer, the employee with the greatest District-level seniority shall be selected.
- e) In grades TK-6, should no one volunteer to leave the overstaffed grade level, the class with the least senior teacher shall be collapsed. If in grades TK-6, should no one volunteer to transfer to a vacancy at another site, the least senior teacher in the overstaffed grade level will be transferred. The least senior teacher that is transferred shall have the right to return to the school site the following school year and shall not be involuntarily transferred because of shifting or declining enrollment for eighteen (18) months. The returning teacher will be included in the steps of the staffing process at the site to which s/he is returning.
- e f) If an employee at an overstaffed 7-12 school volunteers to transfer to a vacant position at another site in the District, the District may deny the request to transfer if the District cannot reschedule the remaining employees such that the overstaffed departments are not reduced at least .5 FTE by the reshuffling.
- f-g) If in grades 7-12, volunteers are not available to transfer to a vacancy at another site, the least senior person by District-wide seniority (the first day the employee worked in continuous service in the District) who is more than .5 FTE in the overstaffed department will be transferred.
- g-h) An employee shall be notified of probable transfer by the local site administrator in keeping with the procedures described by Administrative Transfers.
- h-i) Employees involved in involuntary transfers for the following school year, as defined in this section, shall receive notice by May 1, or if after May 1, within a reasonable time after the District has determined that overstaffing exists.
- i-j) Time shall be arranged for employees involved in involuntary transfers to ~~interview~~ meet with the appropriate administrative personnel involved with a known vacancy. Release time will only be offered at the District's discretion. An employee may be granted a maximum of three (3) site meetings.
- j-k) If, after an involuntary transfer has been accomplished, a position for which the transferred employee is qualified subsequently opens in the school from which the employee was transferred, the employee shall be given first priority for reinstatement within eighteen months ~~from the date of transfer~~ if he/she so desires. If the specific assignment previously held reopens in the initial school within eighteen months from the date of transfer, the employee who was transferred shall be transferred back to the initial school upon written request by the closing date for the vacancy.
- k-l) ~~If in grades TK-6, volunteers are not available to transfer to a vacancy at another site, the least senior person will be transferred according to the following standard:~~

1 ~~At grades K-6, seniority by District-wide seniority (the first day the employee worked in~~
2 ~~continuous service in the District).~~

3
4 ADMINISTRATIVE TRANSFERS NECESSITATED BY SCHOOL CLOSURE

- 5
6 a) If a particular school is closed, those employees who are eligible for continuing
7 employment in the District shall have the same priority for filling vacant positions as
8 employees at the same school or schools at which the students for the closing school are
9 being placed for the coming school year.
10
11 b) Regular employees who are not assigned to the new school, as a result of the actions in
12 paragraph 1, and who are eligible for continuing employment in the District, shall,
13 based upon District seniority, be given first right of refusal for not more than the next
14 three (3) open positions for which he/she is qualified in the District. Employees not
15 placed by August 15 shall be assigned in accordance with the procedures for
16 Administrative Transfers Exclusive of Shifting/Declining Enrollment.
17

18 EMPLOYEE INITIATED TRANSFER

19
20 An employee may request a transfer to a specific posted vacancy within or between elementary
21 and high school districts. An employee requesting a transfer to a specific posted vacancy shall do
22 so in writing by the closing date.
23

24 Employee initiated transfers will be determined by the following criteria:

- 25
26 Qualifications of the applicant.
27 Relevant experience.
28 Certifications.
29 Major and minor fields of study.
30 District-wide seniority.
31

32 Each candidate is to be rated in writing in terms of the selection criteria during the selection
33 process.

34
35 An employee that is not granted an employee initiated transfer will be granted, upon written
36 request, a meeting with the Associate Superintendent of Human Resources to discuss the reasons
37 for denial.
38

39 The Associate Superintendent of Human Resources or administrative designee, with site
40 principals, will make all decisions on employee initiated transfers.
41

42 SELECTION OF EXISTING EMPLOYEES

43
44 Among Before April 15 of the school year prior to the school year in which the transfer is
45 effective, employees who are applying for the same position that are determined to be equally

best qualified (within five percent (5%) of the total possible points) by the District, the District shall use District-wide seniority as defined below:

- a) District-wide seniority is to be calculated from the first day the employee worked in continuous service for the District in a bargaining unit position.
- b) Employees with the same initial date of service shall have their seniority number determined by lot.
- c) The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine an employee's seniority, that seniority shall remain in effect for the employee while employed in the District.
- d) If an employee works in a non-bargaining unit position within the District, that employee does not accrue seniority for the purposes of this Article while working on such an assignment.
- e) An employee on an approved leave of absence, other than to a non-bargaining unit position within the District, shall continue to earn seniority while on such leave.
- f) An employee's seniority shall accrue during layoff.

~~If Prior to April 15 of the school year prior to the school year in which the transfer is effective, an employee's qualifications for a vacancy are substantially equal to an outside applicant's, the District shall assign the employee to the position.~~

~~The job-related selection criteria shall be established by the District prior to the initiation of the selection process. These criteria shall be reasonably related to the expected performance for the position. Each candidate is to be rated in writing in terms of the selection criteria during the selection process.~~

~~Employees not selected, upon written request, shall receive an explanation of why they were not selected.~~

The District may elect to not transfer an existing employee to a position if the District concludes that a suitable replacement could not be found for the applicant's position. If this occurs and the applicant indicates a desire to be transferred in the subsequent school year, the District may not deny the request if the applicant is selected as the best qualified.

Between April 15 and July 15 of the school year, a teacher may only accept one advertised position. Only similar positions are limited (i.e. social studies, Beyer, to social studies, Davis).

NOTICE OF VACANCY

- a) Within seven (7) calendar days after the requirements of a vacancy have been submitted to the Associate Superintendent, Human Resources, it shall be disseminated and posted.

- 1 b) A short term absence of less than one (1) semester, caused by an employee being
2 granted a leave of absence, does not create a vacancy and is not subject to these posting
3 requirements.
4
- 5 c) A vacancy shall be defined for the purposes of this Article as a position:
6
7 1) of a semester or more in duration presently unfilled (including reasons of
8 resignation, death, discharge, illness, leave of absence, etc.).
9 2) currently filled but which shall be open in the future.
10 3) currently not in existence but which shall be open in the future.
11
- 12 d) In the case of leaves of absence or illness of one year or less, the employee shall be
13 reinstated at the expiration of the leave of absence to the position previously occupied,
14 or if that position no longer exists, as similar as possible position at that site. Position is
15 defined as an assignment within the employee's credentialed area and not to a specific
16 school or to a specific class level of students within any school. However, even though
17 the employee is returning from the leave of absence, the employee is subject to the
18 other transfer provisions.
19
- 20 e) Vacancy notices, including school and type, shall be ~~disseminated to the Association~~
21 ~~and forwarded to the Association via email or other electronic means posted on-line.~~
22 ~~When the vacancy is for the first semester, the posting period after July 15 shall be five~~
23 ~~(5) days. When the vacancy is for the second semester, the posting period after~~
24 ~~December 1 shall be five (5) days.~~ Each vacancy posting shall be for ten (10) calendar
25 days, but may be posted for five (5) calendar days based on District need. The notice
26 shall include the closing date for current employees to make an application. No
27 permanent appointment to an announced vacancy shall be made until after the closing
28 day for accepting applications.
29
- 30 f) The District will post vacancies on-line on an on-going basis. Notification shall be sent
31 to the Association Office.
32

33 TEMPORARY EMPLOYEES – TRANSFER/REASSIGNMENT

34

35 Temporary employees may be reappointed to open positions without reposting the vacancy.
36 Exception to this would be where an administrative transfer was necessitated by shifting and
37 declining enrollments. Such administrative transfers would be made before reappointments
38 would be made.
39

40 TRANSFERS – SPECIAL EDUCATION RESOURCE SPECIALISTS

41

- 42 a) The District shall have the right to transfer Resource Specialists between the elementary
43 and high school districts. The District shall notify the Resource Specialists of their intent
44 to transfer between districts. All Resource Specialist transfers between districts shall
45 become effective only at the beginning of the school year and shall be based on
46 shifting/declining enrollment.

- b) The District shall determine whether or not overstaffing exists between the elementary and high school district to the nearest whole FTE.
- c) The District shall notify each Special Education Resource Specialist teacher in the overstaffed district of the vacant positions in the non-overstaffed district.
- d) Volunteers for the vacant positions shall be solicited by the administration in the district where overstaffing exists.
- e) The District may only involuntarily transfer whole FTE's (e.g. 1 FTE, 2 FTE's, etc.). The District may voluntarily transfer fractional FTE's, but under no circumstance shall there be a split assignment between the two districts.
- f) If there are no volunteers to transfer to the vacant positions, the Resource Specialist teacher with the least seniority shall be transferred.
- g) If more than one Resource Specialist teacher volunteers to transfer to a vacant position, the Resource Specialist teacher with the greatest seniority shall be placed in the vacant position.
- h) Resource Specialist teachers involved in involuntary transfers shall be given first priority for reinstatement within 24 months from the date of transfer if a vacancy occurs in the district from which the Resource Specialist teacher was transferred.
- i) Employees involved in involuntary transfers shall be notified as soon as the District has determined overstaffing and completed the voluntary process.

TRANSFERS – FREMONT OPEN PLAN

Vacant positions in the Fremont Open Plan shall not be subject to the transfer, shifting enrollment or internal posting requirements of the Collective Bargaining Agreement. All vacant positions, regardless of the time of the year, shall be posted internally and externally. The decision to hire an individual for a Fremont Open Plan position shall be made by the interview committee which will be composed of five members, three of whom must be Fremont Open Plan teachers.



Modesto City Schools

CLASSROOM OBSERVATION FORM

Evaluatee _____ Evaluator _____
Date of Observation _____ Time of Observation _____ To _____
School _____ Subjects Being Taught _____
Number of Students _____ Grade Level _____

Observation ☐ Scheduled ☐ Unscheduled

Teaching Standard

1. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

Drop Down

Evaluator Comments:

Commented [GS1]: 1 – Emerging
2 – Exploring
3 – Applying
4 – Integrating
5 – Innovating

2. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Drop Down

Evaluator Comments:

Commented [GS2]: 1 – Emerging
2 – Exploring
3 – Applying
4 – Integrating
5 – Innovating

3. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Drop Down

Evaluator Comments:

Commented [GS3]: 1 – Emerging
2 – Exploring
3 – Applying
4 – Integrating
5 – Innovating

Original – Evaluator

Copy – Evaluatee

REVISED: 7/1/08

4. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Drop Down

Commented [GS4]: 1 – Emerging
2 – Exploring
3 – Applying
4 – Integrating
5 – Innovating

Evaluator Comments:

5. ASSESSING STUDENT LEARNING

Drop Down

Commented [GS5]: 1 – Emerging
2 – Exploring
3 – Applying
4 – Integrating
5 – Innovating

Evaluator Comments:

	Unsatisfactory	Satisfactory	
OVERALL ASSESSMENT OF ALL TEACHING STANDARDS			

Evaluator Comments/Commendations/Recommendations:

Evaluatee Reflection and Comments:

The evaluatee's signature verifies a review of this observation, but does not necessarily constitute agreement. Evaluatee has the right to prepare a written response to be attached.

Evaluatee: _____ Evaluator: _____

Date: _____ Date: _____

Post Conference Held: _____

Original – Evaluator

Copy – Evaluatee

REVISED: 7/1/08

**MODESTO CITY SCHOOLS
SUBSTITUTE SALARY SCHEDULE
~~2018-2019~~ 2020-2021**

	30 Day Permit		Regular Credential	
<u>REGULAR PROGRAM</u>	<u>Daily</u>	<u>*Hourly</u>	<u>Daily</u>	<u>*Hourly</u>
Day to Day Substitute Service (First 20 Days)	\$130.00 <u>\$135.00</u>	\$ 26.00 <u>\$27.00</u>	\$130.00 <u>\$135.00</u>	\$ 26.00 <u>\$27.00</u>
Day to Day Substitute Service (After 20 Days)	\$147.00 <u>\$152.00</u>	\$ 29.40 <u>\$30.40</u>	\$147.00 <u>\$152.00</u>	\$ 29.40 <u>\$30.40</u>
Long Term Substitute Service (31+ consecutive days in same position, not retroactive)	N/A	N/A	\$189.00 <u>\$194.00</u>	\$ 37.80 <u>\$38.80</u>

*Substitute hourly rate is 1/5 of the daily rate.

**G230 Substitutes are paid the applicable rate x 1.20.
Longer day Block Schedule days are paid the applicable rate x 1.20.**

**English Language Proficiency Assessment	<u>*Hourly</u>
** (Certificated subs administering the District Assessment)	\$ 29.40 <u>\$30.40</u>

	Regular Credential	
<u>COUNSELOR SUBSTITUTES</u>	<u>Daily</u>	<u>*Hourly</u>
One (1) to nine (9) days in same assignment	\$130.00 <u>\$135.00</u>	\$ 26.00 <u>\$27.00</u>
***Day ten (10) through end of same assignment *** Daily rate, Schedule A1, Step 1, Column 1 (per September 2015 LOA)	\$332.56	\$ 66.51

*Substitute hourly rate is 1/5 of the daily rate.

<u>SCHOOL NURSE SUBSTITUTES</u>	<u>Daily</u>	<u>*Hourly</u>
*Daily rate equal to Step 1, Column 1, of the Speech Language Pathologists' Salary Schedule. * Applies to each day in assignment.	\$365.12	\$ 73.02

The differential charged to employees for whom substitutes are paid at the daily rate (e.g. \$332.56) (i.e. Counselors, Psychologists, and Nurses) will be at the Long Term Substitute Service Daily Rate (e.g. ~~\$189.00~~ \$194.00).

Board Approved: ~~July 22, 2019~~
QCC Schedules #7 & 57 (internal payroll reference only)