

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MANTECA UNIFIED SCHOOL DISTRICT
AND
MANTECA EDUCATORS' ASSOCIATION (MEA)**

March 6, 2024

Amendment to Article XI Hours

The Manteca Unified School District ("DISTRICT") and the Manteca Educators' Association ("MEA"), enter into this Memorandum of Understanding ("MOU") regarding amending the February 7, 2024 Tentative Agreement section on Article XI Hours.

The District and MEA agree to the following:

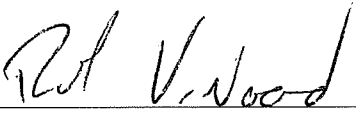
- Add the following language to Section 1 subsection b page 2 line 15 "Teachers on Special Assignment."
- Add the following language to Section 1 subsection b page 2 line 1 "Flex time is not to be used during regular instructional full days. Minimum days and non-student contact days can be flexed. These days will be represented on the student calendar."

These changes are reflected in the attached article on Hours.

This MOU and attachment will be attached to the February 7, 2024 Tentative Agreement.

For MEA

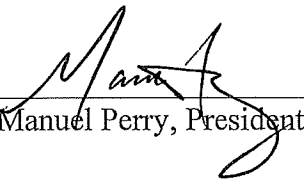
For MUSD



Rob Van Noord, Bargaining Chair



Roger Goatcher, Deputy Superintendent



Manuel Perry, President

1 **ARTICLE XI – HOURS**

2 1. **Hours Per Week**

3 The District and Association agree to a professional 7.5 hour on-site/off-site work day,
4 including therein the duty-free lunch period, with an additional .5 hour on-site/off-site work day,
5 for any other professional work. All unit members will have a professional work day.

6 a. **For certificated staff that teach one or more classes daily**, the starting time for all
7 ~~unit members~~ will be fifteen (15) minutes before the start of the first period and ending no less
8 than fifteen (15) minutes after the end of the last period. Unit members can flex any non-student
9 contact time outside of their professional responsibilities with prior administrative notification.

10 Flex time is not to be used during regular instructional full days. Minimum days and non-
11 student contact days can be flexed. These days will be represented on the student calendar.

12 i. The workday for unit members teaching grades 9-12 shall consist of **either** a
13 five (5) period **or** a ~~(Block schedule consisting of three (3) periods)~~**either schedule will also**
14 **include instructional day** and one (1) non-instructional period which shall normally be used for
15 preparation, parent/student conferences, and meetings with administrators. However, unit
16 members at the secondary level may be assigned to supervise students during their preparation
17 periods in the following circumstances:

- 18 1. During the first and last week of the school year. Normally this duty will
19 not extend beyond the first five (5) minutes of each period.
- 20 2. During standardized testing when adequate supervision cannot be
21 arranged. Use of preparation time for this purpose shall be limited to no more
22 than three (3) days per school year with equitable distribution among staff.
- 23 3. In an emergency when additional supervision is required.

24 This does not preclude a unit member from volunteering to perform other duties during
25 said preparation period.

1 Meetings and conferences during preparation periods shall be previously scheduled except
2 where circumstances require that the meeting/conference be held without delay. Unit members
3 shall make every reasonable effort to accommodate parent work schedules.

4 ii. Unit members teaching grades 4-8 shall have one (1) thirty (30) minute non-
5 instructional preparation period per week except when the preparation period falls on a holiday,
6 in-service, or minimum day schedule. Unit members who have preparation time on Monday or
7 Friday one year shall be rotated to another day the following year.

8 iii. Unit members teaching grades TK1-8 shall not normally be required to perform
9 yard duty supervision prior to the beginning of the school day, recess duty, or extended after
10 school bus duty except during inclement weather as determined by the principal. Extended bus
11 duty will not go beyond the unit member's contracted time.

12 If for any reason the District is unable to provide supervision, the principal shall equitably
13 assign ~~teachers~~ **unit members** to cover the supervision period.

14 b. For unit members who provide support services (Speech Therapists, Counselors,
15 Psychologists, School Nurses, Behavior Specialist, Program Specialists, and Teachers on
16 Special Assignment) will have a professional workday of 8 hours, including therein the
17 duty-free lunch period, the work schedule (Start and End times) will be determined by
18 their supervisor and provided to the unit member prior to the school year starting. If a
19 change in start/end time is needed after the start of the school year, the unit member will
20 be given up to five days to transition to the new schedule. These unit members may utilize
21 an alternate calendar/hours with the approval of their supervisor. If for any reason the
22 District is unable to provide supervision, the principal/supervisor shall equitably assign
23 unit members to cover the supervision assignment. Three Teacher Prep days can be flexed
24 with prior administrative notification. These days will be represented on the student
25 calendar.

1 Flex time is not to be used during regular instructional full days. Minimum days
2 and non-student contact days can be flexed. These days will be represented on the student
3 calendar.

4
5 2. Minimum Instructional Time

6 The minimum annual instructional time for the duration of this Agreement shall be as
7 follows:

8 Grade Level	Total Minutes
9 K	36,000
10 K1-3	50,400
11 4-8	54,000
12 9-12	64,800

13 3. ~~Speech Therapist, Counselor, Psychologist, School Nurse, Program Specialist~~

14 Workday

15 ~~Speech therapists, counselors, psychologists, school nurses, and program specialists shall~~
16 ~~be required to work a regular on-site workday not to exceed eight (8) hours, including the duty-~~
17 ~~free lunch period.~~

18 4. Additional Duties

19 Additional professional work may include the following: off-site instructional preparation,
20 on or off-site parental communication (including "Open House," "Back-to-School", nights, and
21 parent conferences), further instructional assistance to other on-site kindergarten programs,
22 meetings (faculty, committee, department, IEP, SST, COST), counseling, student supervision,
23 detention supervision, and service on District committees (textbook selection, curriculum).

24 All unit members, **excluding those members in section 1 b**, are required to perform
25 additional adjunct duties as part of their professional responsibilities. Those additional adjunct
26 duties will be determined by school staff to be necessary to the operations of the school and
27 District and /or enrich the school learning experience for students beyond the classroom. Part

1 time teachers will be assigned adjunct duty assignments in proportion to their part time
2 assignment.

3 Adjunct duties at the elementary and high school levels will be determined at each site in
4 the District by an Adjunct Duty Committee. The Adjunct Duty Committee is a voluntary
5 committee comprised of unit members and site administrators.

6 The Adjunct Duty Committee will meet each school year. **The function of the adjunct**
7 **duty committee** ~~Its sole function~~ is to determine the list of site adjunct duties, their weighted
8 equity, and the process for assigning those duties to the staff. The committee shall make its
9 decisions by consensus. Consensus is defined as everyone being able to live with that decision. **If**
10 **a consensus cannot be reached then the committee shall make its decision by majority**
11 **vote.**

12 Unit members are not required to perform any additional duties, as defined above, on non-
13 work days.

14 Supervision of Science Camp shall be considered completion of the adjunct duty
15 requirement for the bargaining unit member. Teachers volunteering/assigned for science camp
16 supervision shall be provided one (1) day of paid leave or daily rate of pay if the time involved is
17 a non-contractual teacher workday. The day taken shall be mutually agreed upon by the unit
18 member and the site administrator.

19 District or site meetings **held afterschool, shall start no later than 15 minutes after the**
20 **students are dismissed and not normally last longer than 45 minutes in duration.** ~~not~~
21 ~~normally extend more than forty-five (45) minutes past the end of the school day.~~ **Notice of**
22 **meeting will normally be provided 5 school days prior to meeting. Site administration will**
23 **make good faith efforts to provide information that does not require discussion or**
24 **explanation in writing.**

25 5. Substitute Services/Regular Teacher's Preparation Period

1 Regular classroom teachers having a preparation period will be available, on a volunteer
2 basis, to substitute in the absence of another teacher during the regular classroom teacher's
3 scheduled preparation period.

4 Selection shall be made, on a volunteer basis, with preference given to the teacher
5 credentialed in the subject area of need.

6 ~~Teachers~~ **Unit members** providing substitute services during their preparation period
7 shall be compensated based upon the following formula rounded to the nearest dollar:

8 E-5/186 work days/8 hours per day (Certificated Salary Schedule)

9 6. High School Coaching Assignments

10 No unit member shall have as a contract condition that he or she coach for a period longer
11 than five (5) years. Unit members wishing to be considered for termination of their coaching
12 assignment after five (5) years, shall submit a request to withdraw from coaching to their principal
13 no later than February 1 of the prior school year.

14