



# CONTACT

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## Know your rights...

### Law Gives Teachers the Final Word on Students' Grades

The California Education Code protects teachers' rights to grade students. When grades are given for any course of instruction taught in a school district, the grade given to each pupil shall be the grade determined by the teacher of the course and the determination of the pupil's grade by the teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetence, shall be final. § 49066: if a parent, student, or administrator challenges a grade the teacher has the right to defend the grade. An Association representative should always be present at such a challenge.

### You Determine Who Volunteers in Your Classroom

Teachers often request parent volunteers in their classrooms. It is the decision of the teacher whether or not parent volunteers fit the instructional program. Additionally, teachers decide how and when to utilize volunteer requests. Education Code 51101 states that parents may:

*...volunteer their time and resources for the improvement of school facilities and school programs under the supervision of district employees, including, but not limited to, **providing assistance in the classroom with the approval, and under the direct supervision, of the teacher.** Although volunteer parents may assist with instruction, primary instructional responsibility shall remain with the teacher.*

### Bargaining Unit Members May Be Asked to Cover Classes—What is the Thrice Rule?

Record numbers of substitute teachers are needed. When no substitute teacher can be found, Bargaining Unit members can be asked to substitute. Any TK-8 Bargaining Unit member who is asked to take additional students due to the sub shortage will be paid at their per diem prorated rate. After three events, a Bargaining Unit member may choose not to accept the additional assignments.

Elementary and Intermediate (Article IV. Hours and Assignments Section F.6. page 5)

Any TK-8 Bargaining Unit member (including ALL teachers, TOSAs, and IS teachers) who is assigned a portion of another Bargaining Unit member's class shall be additionally **compensated at his or her per diem rate of pay proportionate to the time and number of the students involved.**

The Principal can assign students to a Bargaining Unit member **without consent three times** during the same school year. The principal requires the Bargaining Unit members' **consent on the fourth and subsequent occurrences.**

**Keep track of dates you are assigned students when substitute teachers are not available.** Occurrences four and beyond will be compensated at the same rate as the first three (your per diem proportionate rate.)

High School (Article IV. Hours and Assignments Section H.2 page 5)

At the Principal's discretion, any Bargaining Unit member may be given an additional teaching assignment, substituting assignment, or special duty assignment during preparation time provided that the principal deems such assignment necessary in the best interests of the instructional program. Any Bargaining Unit member given an additional temporary teaching assignment during preparation time shall be compensated at one-sixth their per diem rate of pay. This provision must be utilized on an equitable basis at all levels. This provision cannot be used to supplant the employment of substitutes.

# Teachers May Suspend Students

The priority continues to keep everyone in the classroom safe and offer quality educational opportunities.

Education Code 48910 states that a teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. This includes "willful defiance" as a reason to suspend from the class. *AB 420 excludes "willful defiance" as a reason to expel a student; however it does not exclude the reason for suspension by the teacher or by the district.*

The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests.

The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the principal's designee for consideration of a suspension from the school. Suspension from the school is determined by the administration.

# Resolution

## **A RESOLUTION IN SUPPORT OF THE COVINA UNIFIED EDUCATION ASSOCIATION (CUEA)**

**WHEREAS** the Montebello Teachers Association, a local chapter of the California Teachers Association, exists to protect and promote the well-being of its members; to improve the conditions of teaching and learning; to advance the cause of free, universal, and quality public education; to ensure that the human dignity and civil rights of all children and youth are protected; and to secure a more just, equitable, and democratic society.

**WHEREAS** the Covina Unified Education Association has worked diligently, and in good faith with the Covina-Valley Unified School District for a fair, reasonable, and just contract.

**WHEREAS**, Covina Unified Education Association is fighting to maintain and protect high quality health benefits for all employees, regardless of when they began their C-VUSD career.

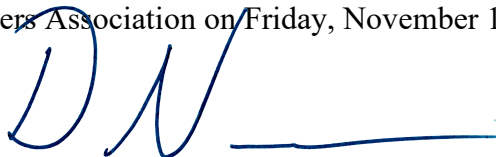
**WHEREAS**, Covina Unified Education Association is fighting to provide adequate time, support, and compensation for teachers servicing students in the Special Education program to take on significant additional duties despite already having a full-time schedule.

**WHEREAS**, Covina Unified Education Association is fighting for a salary increase that will keep them competitive with their neighbors and other nearby Districts.

**THEREFORE, BE IT RESOLVED** that the Montebello Teachers Association wholeheartedly commits to solidarity actions in support of the Covina Unified Education Association as they continue to organize and prepare for a potential strike.

**THEREFORE, BE IT FURTHER RESOLVED** that the Montebello Teachers Association stands in unity with the courageous members of the Covina Unified Education Association in their righteous fight for a contract that prioritizes educators – the most important academic resource for students.

I certify that the foregoing is a true and correct copy of the resolution passed unanimously by the Executive Committee of the Montebello Teachers Association on Friday, November 18, 2022.



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David Navar, President  
Montebello Teachers Association