RATIFICATION PACKET

MTA began negotiations with MUSD in November 2024. Bargaining Chair Paul Chavez (SHS) led the MTA Bargaining Team, which included Victoria Landeros-Lopez (FRE), Myra Pasquier (SUI), Lucia Quintero (LMI), and Lisa Quemada (MHS). Executive Director Doug Patzkowski advises the team.

The MUSD Board's team was led by Zepure Hacopian, Assistant Superintendent of Human Resources. The team also included Horacio Perez, Assistant Superintendent of Student Services; Kaivan Yuen, Assistant Superintendent of Educational Services; Gina Andujo, Principal of MPE; Victor Solorio, Principal of MOI, and Larry McKiernan Gonzalez, Principal of SHS.

The previous Collective Bargaining Agreement (CBA) had expired on June 30, 2024. Tentative agreements were reached on the following articles: Article I. Preamble, Article IV. Hours and Assignments, Article VI, Adult Education, Article VIII. Class Size, Article XII. Wages, Article XIII. Transfer and Reassignment, Article XIV. Health and Welfare Benefits, Article XVI. Leave Policy, Article XVII. Safety, Security and General Working Conditions, and Article XX.B. Community Schools.

The MTA Executive Committee and Bargaining Team recommend ratification of this tentative agreement. The members of the Executive Committee are President David Navar, Vice President Jessica Zwaal, Secretary Elizabeth Kocharian, Treasurer Lisa Navarro-Gutierrez, Elementary Director Alma Orta, Elementary Director Jessica Mejia, Intermediate Director Andy Shinn, High School Director Jeannette Alvarado, Support Staff Director Melina Valenzuela, and Adult School Director Dena Guerry Henriquez.

The following ratification meetings have been scheduled: Tuesday, May 6 in person at the MTA CC, 920 W. Whittier Blvd., Montebello at 4:00 p.m. and Wednesday, May 7 virtual via Zoom at 4:00 p.m. (link will has been sent to your personal email address). Ballots will go out via email on May 6 at 6:00 p.m. for electronic voting, and voting will end on Tuesday, May 13 at 5:00 p.m. The Board of Education will make the decision to ratify the tentative agreement at its regular meeting on May 21.

The term of the CBA is July 1, 2024 through June 30, 2028. MTA and MUSD will be allowed to open two articles for negotiation in each of the following school years: 2025-2026, 2026-2027, and 2027-2028. In addition, Article VIII. Class Size and Article XII. Wages will reopen automatically each of these school years.

Ratification Summary

This Summary will be followed by copies of the signed tentative agreements for each article. Additions to the current contract language are indicated by **bold** lettering in the tentative agreement documents, and deletions are indicated by strikethrough.

Article IV. Hours and Assignments

TK-5 will not be responsible for supervision of students if heat, unhealthy air quality, or an inclement weather advisory requires a shorter lunch or indoor recess.

Article XVI. Leave Policy

Paid parental leave using sick leave and/or difference pay will be available for up to 12 weeks within the first year after the birth of a baby or the arrival of an adopted or foster child in your home.

Up to five of the nine personal necessity leave days per year may now be used for personal business (without giving a reason). Up to three of these days can be consecutive. Permission from your administrator is not required.

Article XII. Wages

All salary schedules and Adult Education hourly rates are to be increased by 1% effective July 1, 2024.

The salary increase will be reflected in the monthly check by September 1, 2025.

A retro check will be issued by November 1, 2025.

Article XVII. Safety, Security & General Working Conditions

The district may not use security cameras as the primary basis for monitoring Bargaining Unit member performance. Footage from security cameras is to be reviewed to investigate serious allegations such as vandalism or criminal activity.



Agreement Between Board of Education of the Montebello Unified School District and Montebello Teachers Association

THIS AGREEMENT is made and entered into this first day of July, 2024 by and between the BOARD OF EDUCATION OF THE MONTEBELLO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and the MONTEBELLO TEACHERS ASSOCIATION, hereinafter referred to as "Association."

RECITALS:

WHEREAS, the District and the Association recognize the importance of providing quality education for the students of the Montebello Unified School District and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies or programs designed to improve educational standards; and

WHEREAS, the District has a statutory obligation, pursuant to Division 4 of Title 1, Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California, to reach agreement by written document with the exclusive representative of its teaching personnel, to wit: the Association; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; and

In consideration of the following mutual covenants, it is hereby agreed as follows:

I. PREAMBLE

- **A.** The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the District and the Association, a chapter of the California Teachers Association and the National Education Association.
- **B.** This Agreement is entered into pursuant to Division 4, Title 1, Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.
- C. Term of this agreement shall be July 1, 2021 **2024** through June 30, 2024 **2028**.
- D. Either party may unilaterally reopen the contract for the school year 2022-2023 **2025-2026**, **2026-2027**, and 2023-2024-2027-2028. Article XII. Wages, Article VIII. Class Size will open automatically. In addition, the District and the Association may each open one **two** additional articles in 2022-2023 **2025-2026**, **2026-2027**, and 2023-2024-2027-2028 and two additional articles in 2023-2024.
- **E.** The Association is not contractually prohibited from striking post-factfinding.

II. RECOGNITION

- **A.** The District recognizes the Association as the exclusive representative of all certificated employees under contract with the Montebello Unified School District inclusive of all certificated assignments that are not management or supervisory.
- **B.** Any newly created positions or changes in current positions shall be jointly reviewed to determine their Bargaining Unit status.

<u>Xepuu Haupuu</u> 04-29-2025

Montebello Unified School District

Date

Montebello Teachers Association

Date

Tentative Agreement Between The Montebello Teachers Association And The Montebello Unified School District

Article IV - HOURS AND ASSIGNMENTS

April 29, 2025

The following hours of service shall be observed by certificated personnel:

A. Hours of Service (Board Day) -

1. TK-12 Classroom Teachers:

- a. The Board Day or the Hours of Service for Bargaining Unit members shall be 8:00 a.m. to 3:15 p.m. or its equivalency [seven (7) hours and fifteen (15) minutes]. After consultation, equivalent hours may be assigned to individual Bargaining Unit members or special situation assignments by mutual consent. Bargaining Unit members will be required to punctually observe the hours of their assignment.
- b. Classroom teachers are required to observe the Professional Day in order to:
 - (1) Teach assigned classes.
 - (2) Attend required meetings/professional learnings as outlined in Section C.
 - (3) Confer with parents as outlined in Section L.

2. Head Start Personnel

- a. The Full Day Head Start Teacher Board Day shall be four hundred eighty (480) minutes including:
 - 1) Three hundred and ninety (390) minutes instructional day consisting of:
 - i. Three hundred thirty (330) minutes of direct instruction
 - ii. Thirty (30) minutes preparation prior to class
 - iii. Thirty (30) minutes preparation after class
 - 2) Thirty (30) minutes duty free lunch
 - 3) Sixty (60) minutes planning time
 - 4) Fifteen (15) minutes break inclusive of instructional day if coverage is provided or inclusive of planning time if coverage is not available.
- b. The Part-Day Head Start Teacher Board Day shall be three hundred ninety (390) minutes including:
 - 1) Three hundred (300) minutes instructional day consisting of:
 - i. Two hundred ten (210) minutes of direct instruction
 - ii. Thirty (30) minutes for daily lunch coverage or nap set-up and supervision for Full Day classes
 - iii. Thirty (30) minutes preparation prior to class
 - iv. Thirty (30) minutes preparation after class
 - 2) Thirty (30) minutes duty free lunch
 - 3) Sixty (60) minutes planning time
- c. The Head Start Associate Teacher Board Day shall be four hundred eighty (480) minutes including:
 - 1) Three hundred and ninety (390) minutes instructional day consisting of:
 - i. Three hundred thirty (330) minutes of direct instruction coordinated by the Full Day Head Start Teacher
 - ii. Thirty (30) minutes preparation prior to class
 - iii. Thirty (30) minutes preparation after class
 - 2) Thirty (30) minutes duty free lunch
 - 3) Sixty (60) minutes planning time coordinated by the Full Day Head Start Teacher
 - 4) Fifteen (15) minutes break inclusive of instructional day if coverage is provided or inclusive of planning time if coverage is not available.
- d. The Early Head Start Teacher Board Day shall be four hundred eighty (480) minutes
 - 1) Four hundred twenty (420) minutes instructional day consisting of:
 - i. Three hundred ninety (390) minutes of direct instruction
 - ii. Fifteen (15) minutes preparation prior to class
 - iii. Fifteen (15) minutes preparation after class
 - 2) Thirty (30) minute duty free lunch

- 3) Thirty (30) minutes planning time
- 4) Fifteen (15) minutes break inclusive of instructional day if coverage is provided or inclusive of planning time if coverage is not available.
- e. The Head Start program for children shall have no less than one thousand and twenty (1,020) hours planned class operations each year for full day Head Start, five hundred sixty (560) hours for part day Head Start, and one thousand three hundred eighty (1,380) hours for early Head Start.
- f. All sections of Article IV. Hours and Assignments, Section C shall be applicable to Head Start Teachers except for Section C-1 where the hours shall be two and one half (2.5) hours instead of three (3) for meetings beyond the Board Day per month. All unmentioned provisions of Hours and Assignments and the total contract are applicable to Head Start Teachers as written.
- g. By mutual consent, equivalent hours may be assigned to individual Bargaining Unit members to meet the needs of the program or for special situation assignments (e.g., twilight or home base).

3. Infant Toddler Teachers

- (1) The Board Day for Infant Toddler Teachers shall be the same as the designated Board day at the high school where the teacher is assigned.
- (2) The Instructional Day for Infant Toddler Teachers shall be the time period from fifteen (15) minutes prior to the beginning of first period through fifteen (15) minutes following the end of sixth period. Within this period of time each Infant Toddler Teacher shall be assigned a thirty (30) minute duty free lunch.
- (3) In the case that the designated Board Day at the high school where the teacher is assigned ends prior to fifteen (15) minutes after the end of sixth period, the Infant Toddler Teacher's Board day shall be extended to conform to the fifteen (15) minute requirement stated above. All unmentioned provisions of Hours and Assignments and the total contract are applicable to Infant Toddler Teachers as written.

4. Hours of Service (Board Day) - Support Personnel

Hours of Service for support personnel shall be the same as classroom Bargaining Unit members assigned to the same site. Reasonable equivalent hours for support personnel, which may vary from the regular Board Day for classroom Bargaining Unit members at the site, shall be determined for the succeeding year by June 1 of the current year. Any affected support personnel shall receive written notice by June 1 of the current year.

B. School Calendars

- 1. For the term of this agreement, School Calendars, including Board Days, shall be as described in Appendix "A" which is attached.
- 2. The academic calendars shall be one hundred eight-five (185) days including four (4) days of professional learning. Recognizing our commitment to improve student achievement, professional learning shall be conducted on pupil-free days.
 - a. The Adult Education Calendar shall be one hundred seventy-two (172) days including one (1) day of professional learning.
 - b. The Head Start Calendar for Full Day, Part Day, and Associate Teachers shall be one hundred eighty-five (185) days including fifteen (15) days of professional learning.
 - c. The Head Start Calendar for Early Head Start Teachers shall be two hundred and five (205) days including eight (8) days of professional learning effective the 2023-24 school year. For the 2022-2023 school year, the Head Start Calendar for Early Head Start Teachers will be two hundred and three (203) days, with six (6) days of professional learning.
- 3. The District shall designate one-half (1/2) [3.5 hours exclusive of lunch] of a professional learning day prior to the start of school for classroom preparation. Bargaining Unit members may prepare their classrooms and will remain on District property during this time.

C. School/District Business

The time in Sections 1, 2, and 3 below is intended for School/District business. Administrators are not required to use all of the time provided in this section. The term "School/District business" shall refer to those activities which promote and enhance the professional knowledge, training, preparation, growth, or effectiveness of Bargaining Unit members. One example of School/District business is in-service activities which may include, but are not limited to, conferences, workshops, visitations, professional learning meetings, individual research, and program/curriculum development. Additionally, this time may be utilized for student/parent conferencing or general staff meetings.

- 1. A maximum of three (3) hours per school month beyond the time in Paragraphs A and B above as determined by site administrator. These hours are not cumulative from month to month. The site administrator will distribute written to all staff members at least one (1) week in advance of the meetings, except in the event of an emergency beyond the site administrator's control. No meeting shall begin before 7:30 a.m. or end after 4:45 p.m.
- 2. A maximum of two (2) hours per school month within the Board Day may be required for School/District business. These hours are not cumulative.

- 3. A maximum of two (2) hours beyond the Board Day (C.1) may be utilized within the Board Day (C.2) with mutual agreement from the principal and faculty club chairperson. The agreement must be in writing no less than twenty (20) days prior to implementation. In no case shall the district require more than five (5) hours of meeting time per school month be required.
- 4. A maximum of four (4) evenings per school year, as determined by the site administrator. These meetings include such activities as: Back-to-School Night, Open House, Parent Conferences, Graduation, Community Meetings, School Programs, and other activities as deemed necessary and vital to the functioning of the school. The site administrator will distribute written notice to all staff members at least three (3) weeks in advance of the meetings, except in the event of an emergency beyond the site administrator's control. Lighting, safety, and security must be provided according to existing codes and in accordance with the contractual provision for Safety, Security and General Working Conditions, Article XVII. No evening meetings shall begin before 5 p.m. or end after 8 p.m.
- 5. For Professional Learning held beyond the Board Day, teachers in identified primary language settings will be permitted to apply at least one (1) hour per month toward Hours and Assignments, Article IV, Hours and Assignments Section C.1 of the Agreement. Additional time may be credited by approval of the principal.

6. Professional Learning Days

- a. Professional Learning will focus on instructional methods, including teaching strategies, classroom management and other training designed to improve pupil performance and academic content in the core curriculum.
- b. The Professional Learning Committee will be encouraged to use Professional Learning days within the contractual year. These days shall include, but not be limited to:
 - (1) Planning and preparing the instructional program.
 - (2) Keeping records.
 - (3) Researching curriculum needs.
 - (4) Conferring with administrators, support personnel and/or colleagues.
 - (5) Meeting in Committees.
 - **(6)** Any and all other activities that would help in improving the instructional program.
- 7. Friday afternoons or afternoons of the day prior to a holiday, recess, or the day of a required evening meeting are to be kept free from professional meetings in the District.

D. District Professional Learning Committee

The District and Association shall establish a District Professional Learning Committee. The committee shall be composed of a majority (50% + 1) Bargaining Unit members representative of elementary, intermediate. and high school selected by the Association, and District Office Personnel. The District Professional Learning Committee will be chaired by the Assistant Superintendent of Educational Services or the Superintendent's designee. The purpose of the District Professional Learning Committee is to advise the Assistant Superintendent of Educational Services or the Superintendent's designee in the planning of District sponsored Professional Learning days. The District Professional Learning Committee will meet a minimum of four (4) times a year.

E. Site Professional Learning Committee

In order to assure effective use of time in Section D which is used for Professional Learning, each site's Bargaining Unit members shall establish a Professional Learning Committee which shall include staff-elected Bargaining Unit members. The Professional Learning Committee shall advise the principal and be consulted prior to all site Professional Learning activities and the selection of all professional learning days which are not specified in this Agreement.

F. Teaching and Preparation Time

- 1. Within the confines of the Board Day, the remaining minutes beyond the standard teaching day (exclusive of lunch, recess and nutrition) shall be interpreted as preparation time. TK-12 teachers shall be on the school site seven (7) minutes prior to the start of their first class. All other preparation time need not occur at the school site providing the site administrator or his/her designee has not directed the individual Bargaining Unit member or the staff under Hours and Assignments, Sections C, F, or I. (This will be recognized as the teacher "Professional Day.")
- 2. The standard teaching day for TK-12 Bargaining Unit members shall not exceed three hundred five (305) minutes including passing time.
- 3. The standard teaching day in a 6-8 classroom setting shall have no more than six (6) class periods.
- **4.** The standard teaching day in a 9-12 shall be five (5) class periods, and an equivalent preparation period shall be assigned to each Bargaining Unit member.

- 5. An Alternative Teaching Day schedule shall be no more than the equivalent of ten (10) teaching periods in any given school year. Should the site administrator propose an Alternative Teaching Day schedule to a Bargaining Unit member to which the Bargaining Unit member agrees, the Bargaining Unit member and the site administrator shall sign a written statement acknowledging the terms of the agreement. The term of agreement form shall be developed by the Human Resources Office and approved by the Association.
- 6. Any PreK-8 Bargaining Unit member 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 students involved as determined by the principal. After three (3) occurrences, by mutual consent, a Bargaining Unit member may be assigned a portion of another Bargaining Unit member's class. For the purposes of this paragraph an occasion is defined as no more than six (6) students for no more than one (1) day or an entire class for no more than one (1) hour. This provision must be utilized on an equitable basis at all levels. This provision cannot be used to supplant the employment of substitutes.

G. Supervision

- **1.** TK-5 classroom teachers shall not be responsible for supervision, except on rainy days, or in case of an emergency beyond the control of the site administrator.
 - a. TK-5 classroom teachers shall not be responsible for supervision when the Air Quality Management District (AQMD) or the Los Angeles County Department of Public Health issues an unhealthy air quality, heat, or inclement weather advisory.
- 2. 6-12 classroom teachers shall not be responsible for supervision, except in the case of an emergency beyond the control of the site administrator.

H. Preparation Time

- 1. The following regulations have been adopted to govern the unassigned preparation time. The following are examples of individual preparation time as determined by the teacher. This section shall not impact Article IV. Hours and Assignments, Section C.
 - a. To plan the instructional program.
 - b. To prepare instructional materials.
 - c. To complete record keeping tasks.
 - d. To research curriculum needs.
 - e. To confer with parents.
 - f. To maintain positive classroom environment.
 - g. To confer with administrators, support personnel and/or colleagues.
 - h. Committee meetings.
 - i. To attend Professional Learning Education (at Professional Learning Committee option).
 - j. To develop IEP's.
- 2. 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 (1/6) 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.
- 3. By mutual consent, any Bargaining Unit member may be given an additional regular teaching assignment during the preparation time and shall be compensated at one-sixth (1/6) their annual rate of pay. Bargaining Unit members will be provided a teaching assignment notice indicating which class period will be designated as an additional teaching assignment.
- 4. During the preparation time, no Bargaining Unit member shall request a conference with a student if it means that the student must be absent from part of a regular instructional period without prior approval of the instructing teacher.
- 5. The site administrator shall endeavor to keep classroom interruptions during instructional time to a minimum. At the high school level the site administrator will present a plan dealing with classroom interruptions to the faculty at the opening of the school year, if requested by the Site Professional Learning Committee.

I. Leaving Building During School Day

1. Because a large majority of pupils stay at school during the noon hour or return early, the principal shall maintain an adequate staff to cope with any emergency that might arise. Those Bargaining Unit members who are not members of this adequate staff may leave the grounds provided [1] they notify the principal on leaving and [2] they return ten (10) minutes prior to the end of their lunch period.

J. Duty-Free Lunch

A minimum of thirty (30) minutes duty-free lunch shall be provided each day including rainy day schedule.

K. English Language Learner Settings

- 1. The District shall make reasonable attempts to assist the site administrator to help alleviate the work load of Bargaining Unit members in primary language, ELD and SDAIE settings by
 - a. Strictly adhering to the class size provisions within the agreement.
 - b. Assigning no more than one (1) grade level of students to primary language settings.
- 2. The District shall provide non-English written and audio-visual materials for use in primary language settings, libraries, and media centers on a par with English language materials.
- 3. Specially Certificated Bargaining Unit members shall receive the following benefits:
 - a. A nine hundred (\$900) dollar, one (1) time payment shall be awarded the first year a teacher with a primary language instruction certification and/or credential is assigned to a full time primary language, dual language or Structured English Immersion (SEI) setting. This provision shall apply to Bargaining Unit members participating in the primary language or SEI programs only. This provision shall be retroactive for Bargaining Unit members who previously completed certification and are currently in primary language settings. The District will offer probationary contracts to Temporary Employees who are re-hired and who satisfactorily meet the District Standards in Language Proficiency.
 - b. All units for courses designed to assist in the passage of the BCLAD test shall be applicable as qualifying for advancement from one (1) class to a higher class on the salary schedule. A maximum of fifteen (15) Units will be allowed.
 - c. Site administrators shall be encouraged to allow Bargaining Unit members to leave campus at the end of their teaching day in order to attend classes designed to assist in the passage of the BCLAD or CLAD exam.
 - d. A seven (\$700) dollar annual stipend for each Bargaining Unit member who possesses a primary language instruction certificate and/or credential and is a primary language certificate and/or credential and is a primary language or SEI classroom teacher beginning the first year she/he is assigned to a full time primary language, **Dual Immersion Program**, or SEI setting.
- **4.** Bargaining Unit members assigned to a primary language setting shall have the opportunity to request a non-primary language setting, and they shall be interviewed and considered in filling available positions. When a Bargaining Unit member requests a transfer, the Bargaining Unit member's current principal does not have veto power over the transfer.

L. Parent Conferences

All parental requests for parent conferences shall be honored (TK-12). When a conference which is not regularly scheduled is requested by a site administrator, the Bargaining Unit member shall be notified a minimum of one (1) day in advance except in those situations when a delay in the conference will result in great personal hardship to the student and/or parent/guardian. In such cases the site administrator or the administrative designee shall provide the Bargaining Unit member with the reasons for the conference. These emergency requests shall be honored within the Board Day without interrupting instruction unless the Bargaining Unit member has a prior commitment to a District related responsibility or is unable to meet due to illness.

The Bargaining Unit member may request the presence of a designee of the site administrator in the event that here is reason to suspect that a difficult situation may exist. Such a request shall be honored.

- **1.** Bargaining Unit members are encouraged to conference with parents or guardians of their students regarding the student's individual progress during the school year.
- 2. Head Start Teacher-Bargaining Unit members will conduct home visits and inform administrator of dates, times, and location of home visits. An administrator shall be available during these home visits for immediate telephone contact.
- 3. TK-3 Settings Bargaining Unit members shall schedule and attempt to conference with parents/guardians of all students who are assigned to their classrooms during fall conferences. During the second conference period Bargaining Unit members shall schedule and attempt to conference with parents/guardians of students with whom they have not contact since the fall conference and whose academic or behavioral progress may require intervention. The classroom teacher shall review data such as benchmark assessments, behavioral referrals, and attendance records.
- **4. 4-8 Settings** Bargaining Unit members shall schedule and attempt to conference with a minimum of thirty (30) parents or guardians of students assigned to their classrooms during the fall conference period. During the second conference period, Bargaining Unit members shall schedule and attempt to conference parents/ guardians of students whose progress they deem at risk with whom they have not had contact since the fall conference.

- **TK-8 Settings** Parent conference reports -The Bargaining Unit member shall provide the site administrator with his/her projected conference schedule and summary of results which shall include but not be limited to the following:
 - a. The name, date and time for each conference scheduled.
 - b. The name, date and time of each conference held.
- **9-12 Settings** Through Instructional Technology, Bargaining Unit members will generate communications to parent(s)/guardian(s) regarding students who receive a grade of "D" or lower or who are in danger of failing at the nine (9) week and twenty-eight (28) week grading periods. These communications will request that a parent conference take place and provide parent(s)/guardian(s) with the ability to request the scheduling of a conference. All affirmative responses by parent(s)/guardian(s) will be honored.
- 7. To meet the needs of parent conferences in this section, the standard teaching days during parent conferencing periods in TK-5 classroom settings shall be reduced by no less than six hundred fifty (650) minutes for the school year. The standard teaching day in each 6-8 setting shall be reduced by no less than five hundred sixty (560) minutes for the school year.

M. Tandem Teaching

Tandem teaching assignments (two [2] people sharing one [1] full-time teaching assignment) shall be considered as a single teaching assignment for the purposes of determining contractual obligations and employment conditions. These assignments are not to be construed as being part-time or as having any relationship to or effect upon part-time positions and the rights and obligations of people in such positions under the terms of this contract. Tandem positions are unique and not to be seen as establishing any precedent relative to rights or obligations otherwise authorized by this contract.

- **1.** Tandem teaching assignments shall be with the mutual consent of the site administrator and the teachers involved.
- 2. A written plan for a tandem teaching assignment shall be presented to the site administrator for approval and referred to the Human Resources office for final approval.
- 3. Tandem teachers shall be paid at their regular per diem rate of pay and shall be entitled to all health, dental, vision, and life insurance benefits in the same proportion that their assignment bears to a full year's assignment. In the event that one Tandem teacher partner waives their health insurance benefits, the District shall pay benefits equivalent to one (1) FTE position to the other Tandem teacher partner upon request.
- **4.** Tandem teachers shall be entitled to all leave provisions in the contract in the same proportion that their assignment bears to a full year's assignment.
- **5.** Tandem teachers shall be entitled to all rights, protections, and benefits set forth in this Agreement that are afforded to all Bargaining Unit members.
- 6. Tandem teachers shall receive one (1) step increase upon the accumulation of each one (1) full time equivalent year.

N. Summer School Personnel

The following regulations are established governing employment and assignment of summer school personnel:

- 1. Full-time Bargaining Unit members shall be given preference in summer teaching appointments.
- 2. Assignments shall be made from those Bargaining Unit members who have an application to work summer school on file with the Assistant Superintendent, Human Resources.
- 3. Bargaining Unit members assigned to work summer school shall be expected to complete their assignments unless, due to decrease in enrollments, it becomes necessary to discontinue classes.
- **4.** Bargaining Unit member summer school assignments will be made by the Assistant Superintendent, Human Resources, and the best interests of the students will be a major consideration in all teaching appointments.
- 5. The Human Resources division shall send a notification concerning summer school application procedures to each school in the District. Bargaining Unit members shall have a period of at least two (2) weeks in which to make formal application for summer school employment to the Human Resources Office.
- 6. The summer school building principals, with approval of the Assistant Superintendent, Human Resources, shall decide which Bargaining Unit members are selected for summer school employment. In making these decisions, the principals shall consider the following criteria as determined by the application form and individual interview:
 - a. Bargaining Unit member's area of competence.
 - b. Bargaining Unit member's quality of teaching performance.
 - c. Bargaining Unit member's attendance record.
 - d. Bargaining Unit member's willingness to accept an assignment away from the regularly assigned school.
 - e. Whether Bargaining Unit member has the appropriate teaching credential.

f. When all other factors are substantially equal, preference shall be given first to Bargaining Unit members who have taught the grade and/or subject in question on a regular basis during the preceding year at that site.

O. Room Assignments

- 1. Bargaining Unit members assigned to more than three (3) different rooms per day (except for physical education and assignments which require specialized settings) may request the administration and the department(s) to confer and explore other options including, whenever possible, the choice of the preparation time/period.
- 2. Site administration shall include consideration of proximity and set-up when making multiple room assignments.

P. Special Education

- 1. Bargaining Unit members who develop IEP's after the Board Day shall receive their hourly rate of pay in accordance with Article XII. Wages. The Bargaining Unit member will request the approval of additional hours from the immediate supervisor.
- 2. The District will provide an equivalent of three (3) hours of release time during the instructional day per student for SDC and RSP teachers to conduct pupil initial and triennial assessments.
- 3. The District shall provide not less than one instructional aide to assist each Bargaining Unit member assigned to a special education class/resource specialist program during all of the instructional time for which the Bargaining Unit member is assigned. In the absence of the regular aide, a substitute aide shall be assigned if available.
- **4.** All Bargaining Unit members who teach Special Education shall be offered a one (1) day of release time for special education professional learning/compliance training and implementation when funds are available.
- 5. All Bargaining Unit members who teach special education and/or general education curriculum will participate in common site training during professional learning days.

Montepello Unified School District Date Montebello Teachers Association Date

Tentative Agreement Between The Montebello Teachers Association And The Montebello Unified School District

Article VI. ADULT EDUCATION

February 4, 2025

A. Definitions

- 1. "Full-Time Bargaining Unit members" are those with regular assignments of eighteen (18) hours or more per week.
- 2. "Temporary Bargaining Unit members" are those with regular assignments of less than eighteen (18) hours per week.
- 3. In accordance with Education Code Section 22138.5, beginning July 1 2020, "Full-Time Bargaining Unit member" is defined as 1050 hours per year for the purpose of crediting California State Teachers' Retirement System (CalSTRS) service.

B. Hours of Service

- 1. All Bargaining Unit members are required to adhere to the assigned hours. Any deviation from the schedule must have prior written approval of the site principal.
- 2. All Bargaining Unit members will be required to attend a minimum of one (1) and not more than two (2) meetings per semester of not more than three (3) hours each. All Bargaining Unit members will receive their regular hourly rate for these meetings. This provision shall exclude full-time adult education Bargaining Unit members who teach on a high school site during the regular 9-12 school day. The District will make every attempt to minimize disruptions during instructional time.
- 3. Adult Education shall establish a Professional Learning Committee which shall include staff elected Bargaining Unit members from each Adult Education site. The Staff Inservice Committee shall advise and be consulted prior to inservice/staff development activities. All Professional Learning must be approved by the Director of Adult Education. Bargaining Unit members who are assigned to attend additional meetings shall be paid the District's Professional Learning hourly rate of pay.

C. Grievance Procedures

The procedures as outlined in Grievance Procedures will apply to all Bargaining Unit members.

D. Wages

1. Except as otherwise provided in Section F below, all Adult Education Bargaining Unit members shall be placed on the salary schedule listed below. Bargaining Unit members are entitled to master's degree and anniversary increments. The salary schedule is developed on a 1:1.330 ratio in six (6) steps.

	INDICES		
STEP	CLASS A	CLASS B	CLASS C
		BA + 30	BA + 60 or MA
1.	1	1.04	1.08
2.	1.055	1.0950	1.1350
3.	1.11	1.1500	1.1900
4.	1.22	1.2600	1.3000
5.	1.275	1.3150	1.3550
6.	1.33	1.3700	1.4100

Step 1 All Bargaining Unit members who have not previously worked for the Montebello Unified School District Adult Education Program on a regular basis.

Step 3 All Bargaining Unit members who have completed one (1) year of a regular assignment with the Montebello Unified School District Adult Education Program.

All Bargaining Unit members who have completed at least two (2) years of a regular assignment with the Montebello Unified School District Adult Education Program.

All Bargaining Unit members who have completed at least three (3) years of a regular assignment with the Montebello Unified School District Adult Education Program.

Step 5 All Bargaining Unit members who have completed at least four (4) years of a regular assignment with the Montebello Unified School District Adult Education Program.

Step 6 All Bargaining Unit members who have completed at least five (5) years of a regular assignment with the Montebello Unified School District Adult Education Program.

- 2. The master's degree increment and anniversary increment shall be granted to all full-time Adult Education Bargaining Unit members and shall be comparable to those granted to TK-12 Bargaining Unit members.
- **3.** Bargaining Unit members must work sixty (60%) percent of their assigned hours for a full school year to qualify for advancement on the salary schedule.
- **4.** Bargaining Unit members who substitute shall be paid their regular hourly rate.
- **5.** All Bargaining Unit members with an assigned class which meets on the holidays listed below will be compensated as if that class had met.
 - a. Labor Day

Veteran's Day (and any Saturday that falls on November 12th)

Thanksgiving Day

Dr. Martin Luther King Jr. Day

Lincoln Day

Washington Day

Memorial Day

b. Full-time Adult Education Bargaining Unit members in addition receive:

Friday and Saturday after Thanksgiving.

- 6. All full-time Bargaining Unit members contracted for Adult Education for instruction of 9-12 pupils on a 9-12 site will be placed on the appropriate certificated salary schedule for which they qualify and shall be eligible for all contractual benefits.
 - **a.** Persons possessing a valid secondary school credential shall be given preference in filling positions at comprehensive 9-12 sites.
 - b. All full-time Adult Education Bargaining Unit members, who are eligible to be on the TK-12 salary schedule, who have a regular assignment of five (5) periods and an equivalent preparation period at a high school site, shall be placed on the Adult Education or TK-12 salary schedule, whichever is greater. A year of such service qualifies the Bargaining Unit member for a one (1) step advancement on either schedule interchangeably.
- 7. All full-time Adult Education Bargaining Unit members shall receive wages in ten (10) equal warrants.
- **8.** A one thousand (\$1000) dollar amount shall be granted to each Full Time Adult Education Bargaining Unit member upon receipt of any TK-12 teaching credential and each year thereafter beginning July 1, 2004. In order to receive the stipend, Bargaining Unit members hired after July 1, 2006, must hold a teaching credential that requires a Bachelor's Degree and student teaching. No more than one such credential stipend shall be granted to any Adult Education Bargaining Unit member per year.
- Mileage reimbursement shall be provided to Adult Education teachers with class rosters for their travel between sites where they teach on the same day, paid at the standard IRS mileage rate per Board Policy.

E. Transfer/Reassignment/Vacancy Policy

- 1. All tentative vacancies will be posted online and at Bell Gardens, Montebello, Schurr and Ford Park Adult Centers by the Adult Education Administration within five (5) days of the vacancy for a period of ten (10) days to allow all interested Bargaining Unit members an opportunity to apply.
- 2. Requests for transfer should be sent to the Director of Adult Education.
- 3. Requests for summer assignments shall be made in writing to the Director of Adult Education or Adult School Principal. The decision as to which Bargaining Unit members are selected for summer school employment shall rest with the summer school building principals with approval of the Director of Adult Education. In making these decisions, the principals shall give preference to the Adult Education Bargaining Unit members who have taught the subject in guestion on a regular basis during the preceding year at that site.
- 4. Provisions of Transfer and Reassignment Policy do not apply to temporary Bargaining Unit members but consideration will be given to all requests for transfer, vacancies and summer school employment.
- **5.** Adult Education Bargaining Unit members shall have first consideration for vacancies, additional hours, full-time positions, and summer session.

- **6.** Within the first month of the school year, the Director of Adult Education shall, in writing, request names of Bargaining Unit members interested in any out-of-classroom positions. Those Bargaining Unit members indicating an interest shall notify the Director of Adult Education in writing. The request shall be made within ten (10) days following the Director of Adult Education's announcement.
- 7. Effective the 2024-2025 school year, the District seniority list shall be posted at every school site by May 15.

F. Health and Welfare Benefits

All of Health and Welfare Benefits applies to full time Bargaining Unit members. Temporary Bargaining Unit members are not covered by this section. If a full time Bargaining Unit member's Adult Education assignment falls below eighteen (18) hours per week, benefits will cease on the first day of the month following the reduction.

G. Leave Policy

It shall be the policy of the Board of Education to consider individually, requests for leave of absence for purposes other than military service, pregnancy, or for health reasons. Requests for leave for health reasons shall be upon verification of a physician's recommendation.

- 1. All full-time Adult Education Bargaining Unit members shall have full leave benefits as described in Leave Policy with the following exception:
 - All full-time adult education teachers are eligible to apply for a sabbatical leave. A maximum of one sabbatical leave may be granted each year to a qualified adult education Bargaining Unit member. Adult Education applicants will be reviewed and ranked separately by the Sabbatical Leave Committee. Any leave granted shall be funded through Adult Education funds at fifty (50%) percent of the recipient's regular rate of pay on the base salary schedule.
- 2. The following leave provisions, as per Leave Policy, shall apply to temporary Adult Education Bargaining Unit members:
 - a. Sick Leave of Absence
 - b. Personal Necessity Leave Using Sick Leave
 - c. Industrial Accident Leave
 - d. Bereavement Leave
- 3. Adult Education Bargaining Unit members, and other Bargaining Unit members serving in a regular hourly position requiring certification, shall be entitled to benefits under illness leave on the basis of receiving one (1) hour's leave for each seventeen (17) hours of pay expected to be received by June 30 of each school year. If such Bargaining Unit member does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year to an indefinite number of hours. Leave benefits become effective with the assignment of a Bargaining Unit member and are based upon that assignment. Leave shall be paid in accordance with class hours as approved by the Director of Adult Education who shall determine that the class is continuing under a substitute's direction or would have been continued had not the instructor been taken ill.
- **4.** Full-time Adult Education Bargaining Unit members may, at their option, sell back and be paid for any unused sick leave days for that year at the end of each school year. Payment will be made at the daily rate paid to TK-12 substitutes in the Montebello Unified School District according to the following formula:

Average Number of Hours Worked Daily x TK-12 Daily Substitute Rate

5. Difference Pay - Full time Adult Education Bargaining Unit members in other than TK-12 assignments shall receive one hundred (100) days of difference pay at fifty-five (55%) percent of their regular hourly rate under the same conditions as TK-12 teachers. The one hundred (100) working days at difference pay shall not apply to extended day activities or non-contract duties such as teaching driver training. A Bargaining Unit member who uses any portion of the days herein provided during one (1) school year shall be limited to the balance of the unused days thereafter for the same illness when the leave is continuous. The "same illness" shall be determined by the Bargaining Unit member's attending physician. The Board reserves the right to require independent medical verification of such determination.

H. **Permanent Status**

Permanent Status shall be granted as per Education Code. Full time Bargaining Unit members are those with regular assignments of eighteen (18) hours or more per week and teach at least seventy-five (75%) percent of the individual teacher's assigned teaching days.

I. **Evaluation Procedures**

Procedures in Appendix "B" will apply to full-time Bargaining Unit members.

12

Montebello Teachers Association

Tentative Agreement Between The Montebello Teachers Association And The Montebello Unified School District

Article VIII. CLASS SIZE

April 29, 2025

The District and the Association recognize that reasonable student teacher ratios are vital to meaningful learning.

A. Intent

The Board and the Association believe that the goal of the District is to program a reasonable number of students into each class. Oversize classes are a detriment to learning and should be avoided whenever possible. In pursuit of this goal, site administrators shall take into consideration the number of functioning work stations available within a classroom prior to the assignment of students into that classroom.

B. Combination Classes

Beginning fifteen (15) working days from the first student day, the District shall make every effort to prevent combination classes. Where combination multi-grade classes are unavoidable, a two-hundred fifty three hundred dollars (\$250) (\$300) stipend per instructional month (defined as one instructional day in the MUSD Professional Learning calendar), will be paid to the following Bargaining Unit members teaching a general education or special education combination class in TK through grade 5 with more than one grade level of students- or special education combination class in TK through grade 5 with more than two (2) grade levels of students.

C. Student-Teacher Staffing Formulas

Subject to the California Education Code, the Board shall determine the student-teacher staffing formulas.

D. Class Size

1. Grade TK

The administration shall create classes per the California Department of Education guidelines at the time, and contingent upon appropriated funding. In the absence of appropriated funds and state guidelines, the ratio will be at twenty-four to one (24:1) student to adult ratio.

2. Grades K-3

The administration shall create classes with thirty-one (31) students or less Grades K-3. When ongoing Class Size Reduction funds are appropriated, administration shall create classes with twenty-four (24) students or less per the Local Control Funding Formula (LCFF) Grade Span Adjustment conditions.

3. Grades 4-5

The administration shall create classes with thirty-two (32) students or less Grade 5.

4. Grades 6-8

The administration shall create classes with an average of thirty-two (32) students or less, with not more than one class in excess of thirty-two (32) students, except in non-core, performing arts and physical education subject to the following limitations:

- a. all non-core classes shall have a maximum of thirty-eight (38) students;
- b. all performing arts classes shall have a reasonable number of students; and,
- **c.** all physical education classes shall have an average of thirty-eight (38) students or less for each Bargaining Unit member, with not more than one class in excess of thirty-eight (38) students.

5. Grades 9-12

The administration shall create classes with an average of thirty-four (34) students or less, with not more than one class in excess of thirty-four (34) students, except in non-core, performing arts and physical education subject to the following limitations:

- **a.** all non-core classes shall have a maximum of forty (40) students:
- b. all performing arts classes shall have a reasonable number of students; and
- **c.** all physical education classes shall have an average of forty-two (42) students or less for each Bargaining Unit member. The District and Association will monitor jointly the physical education class sizes at each comprehensive high school by October 15.
- **6.** The class size limitations set forth above shall apply unless additional students are requested by the Bargaining Unit member.

- **7.** Beginning fifteen (15) working days from the first student day, if class size limitations are exceeded, the administration shall have fifteen (15) working days in which to correct the situation by reassigning students, providing additional teachers or providing additional instructional aide time upon request.
- 8. The Board and the Association believe that the goal of the District is to program a reasonable number of students into each class. Oversize classes are a detriment to learning and should be avoided whenever possible. The purpose of this provision is to ensure the best interest of the education program. The provision should not be used to supplant the employment of Bargaining Unit members. The District and the Association acknowledge that the following provisions should not alter the appropriate staffing for the above class size limits. The class size limitations set forth above shall apply unless additional students are requested by the Bargaining Unit member. The site administrator may reduce the number of assigned students to comply with class size limits unless the Bargaining Unit member agrees to a maximum number of assigned students for the remainder of the semester and accepts the class size overage stipend. In such circumstances the formulas listed below shall apply.

E. D. Special Education Class Size Overage Stipend

The following class size numbers shall only be used by Special Education teachers to determine if they shall receive a class size overage stipend.

The District has the sole authority to determine class size for each special education setting.

(a.) Special Education Grades Pre-School – Grade 5 Classification	Class Size (per perio	od)
Preschool		per session
Mild/Moderate	14	
Moderate/Severe (SH)	9	
Emotionally Disturbed	9	
Autism	_	
RSP	27	
(b.) Special Education Grades 6-8	a. a	
Classification	Class Size (per perio	od)
Classification Mild/Moderate	17	od)
Classification Mild/Moderate Moderate/Severe (SH)		od)
Classification Mild/Moderate		od)
Classification Mild/Moderate Moderate/Severe (SH)		od)
Classification Mild/Moderate Moderate/Severe (SH) Emotionally Disturbed		od)

(c.) Special Education Grades 9-Adult Transition

Classification Mild/Moderate	Class Size (per period)
Mild/Moderate	18
Moderate/Severe (SH)	14
Emotionally Disturbed	14
Autism	12
Low Functioning	14
Adult Transition	15
RSP	24

(d.) Designated Instruction and Service (DIS) Providers to determine if they shall receive an overage stipend.

Classification	Caseload
Visual Impairment (regionalized)	17
Orientation and Mobility Specialist (regionalized)	17
Speech and Language Specialist	54
Adapted Physical Education	64
Counselors at TK-8, Intermediate and High Schools (Bell Gardens High School, Montebello High School, and Schurr High School will have an assigned college counselor exclusive of caseload cited herein.)	600:1
Nurses (District Wide Áverage) Psychologists (District Wide Average)	1400:1 700:1

F. General and Special Education Overage Stipends

1. Grades TK K-5 (Special Education: Pre-School-5)

- **a.** If any Bargaining Unit member maintains a class or classes with an average of over one (1.0) to three (3.0) above the average of that grade level for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600).
- **b.** If a class or classes exceed three (3.0) above the average for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid an additional four hundred fifty dollars (\$450.00) for a total not to exceed one thousand fifty dollars (\$1,050).

2. Grades 6-8

- a. If any Bargaining Unit member maintains a class with an average of over one (1.0) to three (3.0) above the average of that grade level for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600). Irrespective of the average, no more than one (1) class should be more than the formula listed in Section C.2 D.2.
- b. If a class or classes exceed three (3.0) above the average for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid an additional four hundred fifty dollars (\$450.00) for a total not to exceed one thousand fifty dollars (\$1,050). Irrespective of the average, no more than one (1) class should be more than the formula listed in Section C.2. D.2.
- **c.** If any Bargaining Unit member maintains a class or classes for a minimum of one-third (1/3) of the day for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600).

3. Grades 9-12

- a. If any Bargaining Unit member maintains classes with an average of over one (1.0) to three (3.0) above the formula listed in Section C.3 D.3. for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600). Irrespective of the average, no more than one (1) class should be more than the formula listed in Section C.3 D.3.
- b. If a class or classes exceed three (3.0) above the average for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid an additional four hundred fifty dollars (\$450.00) for a total not to exceed one thousand fifty dollars (\$1,050). Irrespective of the average, no more than one (1) class should be more than the formula listed in Section C.3 D.3.
- **c.** If any Bargaining Unit member maintains more than (1) class over the formula for more than fifty-percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600).

4. Designated Instruction and Service (DIS) Providers Caseload Overage Stipends

- a. If any Bargaining Unit member maintains a caseload with an average of over one (1.0) to three (3.0) above the average of that designated service for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600).
- **b.** If a caseload exceeds (3.0) above the average for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid an additional four hundred fifty dollars (\$450.00) for a total not to exceed one thousand fifty dollars (\$1,050).
- **5.** The stipend shall be paid no later than 30 calendar days after the end of the semester.
- **6.** The District and Association shall be responsible for notifying the Bargaining Unit member of stipend eligibility prior to the end of the semester.
- 7. In no case shall a Bargaining Unit member receive more than one thousand fifty dollars (\$1,050) in any one (1) semester.

<u>Heyuri Haronic</u> 04-79-2025 Annotation Date

Montebello Unified School District

Date

Montebello Teachers Association

Date

Tentative Agreement Between The Montebello Teachers Association And The Montebello Unified School District

Article XII. WAGES

April 29, 2025

The District and the Association agree to the concept of 30 step salary schedules for all Bargaining Unit members.

A. WORK SCHEDULES: (Additional details denoted in Article IV. Hours and Assignments)

- 1. Schedule A: Pre K-12 teachers and teachers on special assignment "TOSAs" (excluding teachers on defined salary schedules) librarians/media specialists, orientation and mobility specialists, and vision impairment specialists
 - a. Four hundred and thirty-five (435) minute board day and three hundred five (305) inclusive of a minimum of a thirty (30) minute lunch
 - b. Three hundred five (305) minute instructional day
 - c. One hundred eighty-one (181) instructional days
 - d. Four (4) professional learning days
 - e. 2.26002:1 ratio thirty (30) step five and one half (5.5) column salary schedule
- 2. Schedule E: Head Start personnel
 - a. Part-Day Head Start Teachers
 - (1) Three hundred ninety (390) minute board day inclusive of a thirty (30) minute lunch
 - (2) Three hundred (300) minute instructional day
 - (3) One hundred seventy (170) instructional days
 - (4) Fifteen (15) professional learning days
 - (5) Thirty (30) step, two (2) column salary schedule
 - b. Full Day Head Start Board-Teachers
 - (1) Four hundred eighty (480) minute board day inclusive of a thirty (30) minute lunch
 - (2) Three hundred ninety (390) minute instructional day
 - (3) One hundred seventy (170) instructional days
 - (4) Fifteen (15) professional learning days
 - (5) Thirty (30) step, two (2) column salary schedule
 - c. Associate Teachers
 - (1) Four hundred eighty (480) minute board day inclusive of a thirty (30) minute lunch
 - (2) Three hundred ninety (390) minute instructional day
 - (3) One hundred seventy (170) instructional days
 - (4) Fifteen (15) professional learning days
 - (5) Thirty (30) step, one (1) column salary schedule
 - d. Early Head Start Teachers
 - (1) Four hundred eighty (480) minute board day inclusive of a thirty (30) minute lunch
 - (2) Three hundred ninety (390) minute instructional day
 - (3) Two hundred one (201) instructional days
 - (4) Four (4) professional learning days
 - (5) Thirty (30) step, two (2) column salary schedule
 - e. Education Specialists
 - (1) Four hundred eighty (480) minute board day inclusive of a thirty (30) minute lunch
 - (2) One hundred seventy (170) instructional days
 - (3) Fifteen (15) professional learning days
 - (4) Twenty (20) factor days
 - (5) Thirty (30) step, two (2) column salary schedule
- 3. Schedule F: Psychologists, Speech and Language Specialists, and Nurses
 - a. Psychologists, Speech and Language Specialists, and Nurses
 - (1) Four hundred eighty (480) minute board day inclusive of a thirty (30) minute lunch
 - (2) One hundred eighty-one (181) instructional days
 - (3) Four (4) professional learning days
 - (4) Ten (10) factor days

- (5) Thirty (30) step, one (1) column salary schedule
- 4. Schedule G: Infant Toddler Teachers
 - (1) Four hundred thirty-five (435) minute board day inclusive of a thirty (30) minute lunch
 - (2) Three hundred thirty- five (335) minute instructional day
 - (3) One hundred eighty-one (181) instructional days
 - (4) Four (4) professional learning days
 - (5) Thirty (30) step, three (3) column salary schedule
- 5. Schedule 3: Counselors
 - (1) Four hundred thirty-five (435) minute board day inclusive of a thirty (30) minute lunch
 - (2) One hundred eighty-one (181) instructional days
 - (3) Four (4) professional learning days
 - (4) Ten (10) factor days
 - (5) Thirty (30) step, five and a half (5.5) salary schedule
- 6. Schedule U: Adult Education
 - (1) Hourly rate
 - (2) One hundred seventy-one (171) instructional days
 - (3) One (1) professional learning day
 - (4) Thirty (30) step, three (3) column salary schedule
- 7. Schedule U: CTE/ROP
 - (1) Hourly rate
 - (2) One hundred seventy-one (171) instructional days
 - (3) One (1) professional learning day
 - (4) Thirty (30) step, one (1) column salary schedule
- 8. Schedule 6: Community Day and High School Special Education SDC Moderate/Severe, Emotionally Disturbed, Low Functioning, and Adult Transition teachers
 - (1) Four hundred thirty-five (435) minute board day and three hundred sixty-five (365) minute instructional day
 - (2) One hundred eighty-one (181) instructional days
 - (3) Four (4) professional learning days
 - (4) 2.26002:1 thirty (30) step, five and one half (5.5) column salary schedule

B. 2023-2024 2024-2025 SALARY SCHEDULES

The salary compensation for Bargaining Unit members for each school year during the term of this Agreement shall be the following:

1. 2.09063:1 ratio as per Section C - Salary Index Appendix "C" Indices Table A. Teachers 11 Months with a thirty (30) step - five and a half (5.5) six (6) column salary schedule.

The Salary Schedules A, L, 3, N, G1, 6, U, E, Ib, J, Ic 1, V, Ia, G2, F, G, Adult Education and Head Start (currently represented in the thirty-step (30) salary schedules listed below), will be increased utilizing the existing index by the following:

July 1, 2023 2024, all salary schedules are increased by four (4) one (1) percent.

Salary Schedules

- a. Schedule 1 Associate Teacher
- b. Schedule 3 Counselors, TOSA Student Activities, TOSA Athletics
- c. Schedule 6 Teachers (11 Month) CDS and High School Special Education, SDC Mod/Severe, Emotionally Disturbed, Low Functioning, and Adult Transition
- d. Schedule A Teachers 11 Month
- e. Schedule E Part Day Head Start
- f. Schedule G1- Psychologist, Speech and Language, Nurses
- g. Schedule G2 Infant Toddler Teachers
- h. Schedule la Education Specialist 12 Month
- i. Schedule Ib Part Day Head Start 12 Month
- i. Schedule Ic Full Day Head Start 12 Month
- k. Schedule J Full Day Head Start
- I. Schedule L Teachers 12 Month
- m. Schedule N Counselors 12 Month
- n. Schedule U -Adult Education CTE Teachers
- e. Schedule V Early Head Start Teachers/ TOSA Early Childhood and Education Specialist 11 Month

on Povisad Order Attachment

*See Revised Orde	er Attachment
Schedule A	Teachers 11 Month
Schedule L	Teachers 12 Month
Schedule 3	Counselors, TOSA Student Activities Director , TOSA Athletics Director 11 Month
Schedule N	Counselors 12 Month
Schedule G1	Psychologists, Speech and Language Specialists , Nurses
Schedule 6	Teachers 11 month CDS and High School Special Education; SDC Mod/ S
	Emotionally Disturbed, Low Functioning, and Adult Transition
Schedule U	Adult Education CTE/ROP Teachers 11 Month
Schedule E	Part Day Head Start Teachers 11 Month
Schedule Ib	Part Day Head Start Teachers 12 Month
Schedule J	Full Day Head Start Teachers 11 Month

Severe,

Full Day Head Start Teachers 12 Month Schedule 1 Associate Teachers 11 Month

Schedule V Early Head Start Teachers/ TOSA Early Childhood and Education Specialists 11 Month

Schedule la Education Specialists 12 Month Infant Toddler Teachers 11 Month Schedule G2

- 2. Beginning July 1, 2022, annually, a three hundred fifty (\$350) Instructional Supply stipend will be provided for Bargaining Unit members no later than 120 days after the first day of service.
- Community Day and High School Special Education SDC Moderate/Severe, Emotionally Disturbed, Low 3. Functioning, and Adult Transition teachers shall be assigned an additional 6th period which shall be paid in a manner consistent with STRS retirement credit.

C. **Revenue and Expense Committee**

Schedule Ic

- A Revenue and Expense Committee will be established on or before August 1, 1995. The Committee will be composed of an equal number of Association, CSEA and District representatives. Ex-officio members of the Committee shall include the MTA Executive Director, the CSEA Labor Relations Representative and the District Business Manager.
- 2. The purpose of this Committee will be to review the District's budget, revenues and expenditures on a monthly basis. Some topics will be:
 - Local Control Funding Formula a.
 - Class Size Reduction (1)
 - (2) Local Control Accountability Planning
 - **Teacher Support** (3)
 - Enrollment and unduplicated pupil count
 - b. Common Core Implementation and Funding including Smarter Balanced Assessment Consortium
 - **Facilities Planning** C.
 - Representatives of the Revenue and Expense shall refer any issues, pertinent to a site, to the (1) principal and faculty club chair.
 - This Committee shall report to the Board and the Executive Committees of MTA and CSEA during (2) the first week of November. February and June.

Salary Schedules and Hourly Rates D.

- All Bargaining Unit members shall be paid on the first day of each month in ten (10) cycles (October 1 through July 1 when calendar begins in September) and in eleven (11) cycles (September 1 through July 1 when calendar begins in August) with the following exceptions:
 - Support Personnel in accordance with Article V. Section I. a.
 - Bargaining Unit Members who were on a twelve (12) month cycle June 30, 2010.
- All Bargaining Unit Members shall have the option of direct deposit of warrants. Bargaining Unit members who 2. do not opt for direct deposit will have the option of having their warrants mailed or available for pickup at an alternate site designated by the District.

Calendar Month Basis

If a Bargaining Unit member is involved in a transfer from a year round assignment to a non-year round school, the District shall maintain the twelve (12) calendar month pay period for one (1) full school year following such change, at the Bargaining Unit member's request. The District shall notify the Bargaining Unit member in writing of the transfer and the pay warrant options as soon as is practicable. If the transfer takes place anytime after July 1, this contract provision calling for twelve (12) equal checks will not apply, so that all pay must be made by June 30 of that school year.

Schedule A - Teachers - (11 Month) - 2023-2024

	Class B	Class C	Class D	Class E	Class F	Class X
	BA	BA+30	BA+45 ^a	BA+60	BA+75	BA+90 ^b
Step 1	60,124.97	64,406.38	68,687.81	72,982.45	77,263.88	79,404.59
Step 2	63,428.53	67,709.94	72,004.60	76,286.02	80,567.44	82,708.16
Step 3	66,745.32	71,026.73	75,308.18	79,589.59	83,871.01	86,011.72
Step 4	73,352.45	77,633.87	81,915.30	86,209.94	90,491.36	92,632.08
Step 5	76,656.03	80,937.44	85,232.08	89,513.51	93,794.94	95,935.64
Step 6	79,972.80	84,254.23	88,535.65	92,817.08	97,098.51	99,239.22
Step 7	83,276.38	87,557.79	91,839.22	96,120.66	100,415.29	102,555.99
Step 8	86,579.95	90,861.36	95,142.79	99,437.45	103,718.86	105,859.57
Step 9	89,883.51	94,164.95	98,459.57	102,741.01	107,022.43	109,163.14
Step 10	93,200.30	97,481.71	101,763.14	106,044.58	110,325.99	112,466.70
Step 11	93,646.18	100,785.30	105,066.71	109,348.13	113,642.78	115,783.49
Step 12	94,092.07	101,320.36	108,370.28	112,664.93	116,946.34	119,087.06
Step 13	94,537.95	101,855.42	109,039.10	115,968.50	120,249.92	122,390.62
Step 14	94,983.82	102,390.48	109,707.93	116,860.27	123,553.49	125,694.20
Step 15	95,429.71	102,925.53	110,376.75	117,752.02	124,891.14	127,031.85
Step 16	95,875.59	103,460.59	111,045.57	118,643.79	126,228.78	128,369.50
Step 17	96,162.11	103,747.11	111,332.09	118,930.31	126,515.30	128,656.02
Step 18	96,448.63	104,033.63	111,618.61	119,216.83	126,801.82	128,942.54
Step 19	96,735.14	104,320.14	111,905.12	119,503.34	127,088.33	129,229.05
Step 20	97,021.66	104,606.66	112,191.64	119,789.86	127,374.85	129,515.57
Step 21	97,276.27	104,861.27	112,446.25	120,044.47	127,629.46	129,770.17
Step 22	97,530.88	105,115.88	112,700.86	120,299.08	127,884.07	130,024.78
Step 23	97,785.48	105,370.48	112,955.46	120,553.68	128,138.67	130,279.39
Step 24	98,040.09	105,625.09	113,210.07	120,808.29	128,393.28	130,534.00
Step 25	98,294.70	105,879.70	113,464.68	121,062.90	128,647.89	130,788.60
Step 26	99,313.80	106,898.80	114,483.78	122,082.00	129,666.99	131,807.71
Step 27	100,332.91	107,917.91	115,502.89	123,101.11	130,686.10	132,826.81
Step 28	101,352.01	108,937.02	116,522.00	124,120.21	131,705.21	133,845.92
Step 29	102,371.12	109,956.12	117,541.10	125,139.32	132,724.31	134,865.03
Step 30	103,390.23	110,975.23	118,560.21	126,158.43	133,743.42	135,884.13

^a Or BA + Preliminary , Clear, or equivalent Credential or Masters degree

^b Including Masters degree or Doctorate degree.

Schedule L - Teachers (12-Month) - 2023-2024

	Class B	Class C	Class D	Class E	Class F	Class X
	BA	BA+30	BA+45 ^a	BA+60	BA+75	BA+90 b
Step 1	60,124.97	64,406.38	68,687.81	72,982.45	77,263.88	79,404.59
Step 2	63,428.53	67,709.94	72,004.60	76,286.02	80,567.44	82,708.16
Step 3	66,745.32	71,026.73	75,308.18	79,589.59	83,871.01	86,011.72
Step 4	73,352.45	77,633.87	81,915.30	86,209.94	90,491.36	92,632.08
Step 5	76,656.03	80,937.44	85,232.08	89,513.51	93,794.94	95,935.64
Step 6	79,972.80	84,254.23	88,535.65	92,817.08	97,098.51	99,239.22
Step 7	83,276.38	87,557.79	91,839.22	96,120.66	100,415.29	102,555.99
Step 8	86,579.95	90,861.36	95,142.79	99,437.45	103,718.86	105,859.57
Step 9	89,883.51	94,164.95	98,459.57	102,741.01	107,022.43	109,163.14
Step 10	93,200.30	97,481.71	101,763.14	106,044.58	110,325.99	112,466.70
Step 11	93,646.18	100,785.30	105,066.71	109,348.13	113,642.78	115,783.49
Step 12	94,092.07	101,320.36	108,370.28	112,664.93	116,946.34	119,087.06
Step 13	94,537.95	101,855.42	109,039.10	115,968.50	120,249.92	122,390.62
Step 14	94,983.82	102,390.48	109,707.93	116,860.27	123,553.49	125,694.20
Step 15	95,429.71	102,925.53	110,376.75	117,752.02	124,891.14	127,031.85
Step 16	95,875.59	103,460.59	111,045.57	118,643.79	126,228.78	128,369.50
Step 17	96,162.11	103,747.11	111,332.09	118,930.31	126,515.30	128,656.02
Step 18	96,448.63	104,033.63	111,618.61	119,216.83	126,801.82	128,942.54
Step 19	96,735.14	104,320.14	111,905.12	119,503.34	127,088.33	129,229.05
Step 20	97,021.66	104,606.66	112,191.64	119,789.86	127,374.85	129,515.57
Step 21	97,276.27	104,861.27	112,446.25	120,044.47	127,629.46	129,770.17
Step 22	97,530.88	105,115.88	112,700.86	120,299.08	127,884.07	130,024.78
Step 23	97,785.48	105,370.48	112,955.46	120,553.68	128,138.67	130,279.39
Step 24	98,040.09	105,625.09	113,210.07	120,808.29	128,393.28	130,534.00
Step 25	98,294.70	105,879.70	113,464.68	121,062.90	128,647.89	130,788.60
Step 26	99,313.80	106,898.80	114,483.78	122,082.00	129,666.99	131,807.71
Step 27	100,332.91	107,917.91	115,502.89	123,101.11	130,686.10	132,826.81
Step 28	101,352.01	108,937.02	116,522.00	124,120.21	131,705.21	133,845.92
Step 29	102,371.12	109,956.12	117,541.10	125,139.32	132,724.31	134,865.03
Step 30	103,390.23	110,975.23	118,560.21	126,158.43	133,743.42	135,884.13

^a Or BA + Preliminary, Clear or equivalent Credential or Masters Degree

^b Including Masters degree or Doctorate degree.

 $Schedule\ 3-Counselors,\ TOSA\ Student\ Activities\ \textbf{Director},\ TOSA\ Athletics\ \textbf{Director}-(11-Month)-2023-2024$

	Class B	Class C	Class D	Class E	Class F	Class X
_	BA	BA+30	BA+45 ^a	BA+60	BA+75	BA+90 b
Step 1	64,934.96	69,558.90	74,182.82	78,821.04	83,444.99	85,756.95
Step 2	68,502.80	73,126.76	77,764.96	82,388.90	87,012.84	89,324.80
Step 3	72,084.94	76,708.87	81,332.81	85,956.75	90,580.69	92,892.68
Step 4	79,220.65	83,844.57	88,468.53	93,106.74	97,730.67	100,042.64
Step 5	82,788.51	87,412.43	92,050.65	96,674.58	101,298.54	103,610.51
Step 6	86,370.63	90,994.56	95,618.51	100,242.45	104,866.39	107,178.34
Step 7	89,938.48	94,562.41	99,186.36	103,810.31	108,448.51	110,760.48
Step 8	93,506.33	98,130.28	102,754.21	107,392.43	112,016.35	114,328.33
Step 9	97,074.18	101,698.13	106,336.34	110,960.28	115,584.22	117,896.18
Step 10	100,656.32	105,280.24	109,904.19	114,528.14	119,152.06	121,464.05
Step 11	101,137.88	108,848.12	113,472.05	118,095.99	122,734.20	125,046.17
Step 12	101,619.43	109,425.98	117,039.92	121,678.10	126,302.05	128,614.01
Step 13	102,100.98	110,003.85	117,762.23	125,245.96	129,869.90	132,181.89
Step 14	102,582.53	110,581.71	118,484.56	126,209.09	133,437.77	135,749.73
Step 15	103,064.08	111,159.58	119,206.89	127,172.19	134,882.43	137,194.40
Step 16	103,545.65	111,737.44	119,929.22	128,135.30	136,327.09	138,639.06
Step 17	103,855.08	112,046.88	120,238.65	128,444.73	136,636.52	138,948.49
Step 18	104,164.52	112,356.32	120,548.10	128,754.17	136,945.96	139,257.93
Step 19	104,473.96	112,665.76	120,857.54	129,063.62	137,255.40	139,567.38
Step 20	104,783.39	112,975.20	121,166.98	129,373.05	137,564.85	139,876.82
Step 21	105,058.37	113,250.18	121,441.95	129,648.02	137,839.81	140,151.79
Step 22	105,333.34	113,525.14	121,716.92	129,923.00	138,114.79	140,426.76
Step 23	105,608.32	113,800.12	121,991.90	130,197.97	138,389.76	140,701.74
Step 24	105,883.29	114,075.09	122,266.87	130,472.95	138,664.74	140,976.71
Step 25	106,158.27	114,350.07	122,541.85	130,747.93	138,939.72	141,251.69
Step 26	107,258.90	115,450.70	123,642.48	131,848.56	140,040.35	142,352.32
Step 27	108,359.55	116,551.34	124,743.12	132,949.20	141,140.99	143,452.96
Step 28	109,460.18	117,651.98	125,843.75	134,049.83	142,241.62	144,553.59
Step 29	110,560.81	118,752.61	126,944.39	135,150.47	143,342.25	145,654.23
Step 30	111,661.44	119,853.25	128,045.03	136,251.10	144,442.90	146,754.87

^a Or BA + Preliminary , Clear, or equivalent Credential or Masters degree

b Including Masters degree or Doctorate degree.

Schedule N - Counselors - (12-Month) - 2023-2024

	Class B	Class C	Class D	Class E	Class F	Class X
_	BA	BA+30	BA+45 ^a	BA+60	BA+75	BA+90 b
Step 1	64,934.96	69,558.90	74,182.82	78,821.04	83,444.99	85,756.95
Step 2	68,502.80	73,126.76	77,764.96	82,388.90	87,012.84	89,324.80
Step 3	72,084.94	76,708.87	81,332.81	85,956.75	90,580.69	92,892.68
Step 4	79,220.65	83,844.57	88,468.53	93,106.74	97,730.67	100,042.64
Step 5	82,788.51	87,412.43	92,050.65	96,674.58	101,298.54	103,610.51
Step 6	86,370.63	90,994.56	95,618.51	100,242.45	104,866.39	107,178.34
Step 7	89,938.48	94,562.41	99,186.36	103,810.29	108,448.51	110,760.48
Step 8	93,506.33	98,130.28	102,754.21	107,392.43	112,016.35	114,328.33
Step 9	97,074.18	101,698.13	106,336.34	110,960.28	115,584.22	117,896.18
Step 10	100,656.32	105,280.24	109,904.19	114,528.14	119,152.06	121,464.05
Step 11	101,137.88	108,848.12	113,472.05	118,095.99	122,734.20	125,046.17
Step 12	101,619.43	109,425.98	117,039.92	121,678.10	126,302.05	128,614.01
Step 13	102,100.98	110,003.85	117,762.23	125,245.96	129,869.90	132,181.89
Step 14	102,582.53	110,581.71	118,484.56	126,209.09	133,437.77	135,749.73
Step 15	103,064.08	111,159.58	119,206.89	127,172.19	134,882.43	137,194.40
Step 16	103,545.65	111,737.44	119,929.22	128,135.30	136,327.09	138,639.06
Step 17	103,855.08	112,046.88	120,238.65	128,444.73	136,636.52	138,948.49
Step 18	104,164.52	112,356.32	120,548.10	128,754.17	136,945.96	139,257.93
Step 19	104,473.96	112,665.76	120,857.54	129,063.62	137,255.40	139,567.38
Step 20	104,783.39	112,975.20	121,166.98	129,373.05	137,564.85	139,876.82
Step 21	105,058.37	113,250.18	121,441.95	129,648.02	137,839.81	140,151.79
Step 22	105,333.34	113,525.14	121,716.92	129,923.00	138,114.79	140,426.76
Step 23	105,608.32	113,800.12	121,991.90	130,197.97	138,389.76	140,701.74
Step 24	105,883.29	114,075.09	122,266.87	130,472.95	138,664.74	140,976.71
Step 25	106,158.27	114,350.07	122,541.85	130,747.93	138,939.72	141,251.69
Step 26	107,258.90	115,450.70	123,642.48	131,848.56	140,040.35	142,352.32
Step 27	108,359.55	116,551.34	124,743.12	132,949.20	141,140.99	143,452.96
Step 28	109,460.18	117,651.98	125,843.75	134,049.83	142,241.62	144,553.59
Step 29	110,560.81	118,752.61	126,944.39	135,150.47	143,342.25	145,654.23
Step 30	111,661.44	119,853.25	128,045.03	136,251.10	144,442.90	146,754.87

 $^{^{\}rm a}$ Or BA + Preliminary , Clear, or equivalent Credential or Masters degree $^{\rm b}$ Including Masters degree or Doctorate degree.

Schedule G1 - Psychologists, Speech & Language Specialists, Nurses - 2023-2024

	Range 01 (11-Month)	Range 05 (12-Month)
Step 1	131,984.20	131,984.20
Step 2	135,750.26	135,750.26
Step 3	139,516.33	139,516.33
Step 4	143,295.62	143,295.62
Step 5	147,061.68	147,061.68
Step 6	154,607.03	154,607.03
Step 7	154,874.56	154,874.56
Step 8	155,142.09	155,142.09
Step 9	155,409.62	155,409.62
Step 10	155,677.15	155,677.15
Step 11	155,944.68	155,944.68
Step 12	156,212.21	156,212.21
Step 13	156,479.74	156,479.74
Step 14	156,747.27	156,747.27
Step 15	157,014.80	157,014.80
Step 16	157,282.33	157,282.33
Step 17	157,568.85	157,568.85
Step 18	157,855.36	157,855.36
Step 19	158,141.88	158,141.88
Step 20	158,428.40	158,428.40
Step 21	158,683.00	158,683.00
Step 22	158,937.62	158,937.62
Step 23	159,192.22	159,192.22
Step 24	159,446.83	159,446.83
Step 25	159,701.43	159,701.43
Step 26	160,720.54	160,720.54
Step 27	161,739.65	161,739.65
Step 28	162,758.75	162,758.75
Step 29	163,777.86	163,777.86
Step 30	164,796.97	164,796.97

Bargaining Unit members on Schedule \neq **G1** shall work an eight (8) hour day (8:00 a.m. to 4:00 p.m. or its equivalent), including a thirty (30) minute duty free lunch.

Schedule 6 - A+17% Teachers - CDS and High School Special Education SDC Mod/Severe, Emotionally Disturbed, Low Functioning, and Adult Transition - (11-Month) - 2023-2024

	Class B	Class C	Class D	Class E	Class F	Class X
	BA	BA+30	BA+45 ^a	BA+60	BA+75	BA+90 b
Step 1	70,346.19	75,355.47	80,364.72	85,389.46	90,398.75	92,903.36
Step 2	74,211.37	79,220.65	84,245.37	89,254.63	94,263.91	96,768.55
Step 3	78,092.02	83,101.28	88,110.55	93,119.82	98,129.09	100,633.72
Step 4	85,822.36	90,831.62	95,840.91	100,865.62	105,874.90	108,379.53
Step 5	89,687.55	94,696.79	99,721.53	104,730.80	109,740.06	112,244.70
Step 6	93,568.19	98,577.45	103,586.70	108,595.98	113,605.24	116,109.89
Step 7	97,433.35	102,442.62	107,451.90	112,461.17	117,485.88	119,990.52
Step 8	101,298.54	106,307.79	111,317.07	116,341.81	121,351.05	123,855.70
Step 9	105,163.70	110,172.97	115,197.70	120,206.97	125,216.23	127,720.88
Step 10	109,044.33	114,053.61	119,062.88	124,072.14	129,081.41	131,586.03
Step 11	109,566.03	117,918.79	122,928.06	127,937.32	132,962.05	135,466.69
Step 12	110,087.71	118,544.82	126,793.23	131,817.95	136,827.24	139,331.86
Step 13	110,609.40	119,170.83	127,575.75	135,683.12	140,692.40	143,197.02
Step 14	111,131.08	119,796.85	128,358.28	136,726.50	144,557.57	147,062.21
Step 15	111,652.76	120,422.88	129,140.79	137,769.87	146,122.63	148,627.26
Step 16	112,174.44	121,048.90	129,923.32	138,813.24	147,687.68	150,192.32
Step 17	112,509.67	121,384.12	130,258.55	139,148.46	148,022.90	150,527.54
Step 18	112,844.89	121,719.35	130,593.77	139,483.69	148,358.13	150,862.76
Step 19	113,180.12	122,054.57	130,929.00	139,818.91	148,693.36	151,197.99
Step 20	113,515.35	122,389.80	131,264.22	140,154.14	149,028.58	151,533.21
Step 21	113,813.23	122,687.69	131,562.11	140,452.03	149,326.47	151,831.10
Step 22	114,111.12	122,985.57	131,860.00	140,749.92	149,624.35	152,129.00
Step 23	114,409.02	123,283.46	132,157.89	141,047.81	149,922.25	152,426.88
Step 24	114,706.90	123,581.36	132,455.78	141,345.69	150,220.14	152,724.77
Step 25	115,004.79	123,879.25	132,753.67	141,643.59	150,518.03	153,022.67
Step 26	116,197.15	125,071.60	133,946.03	142,835.94	151,710.38	154,215.02
Step 27	117,389.50	126,263.95	135,138.38	144,028.30	152,902.74	155,407.37
Step 28	118,581.86	127,456.31	136,330.73	145,220.65	154,095.09	156,599.73
Step 29	119,774.21	128,648.67	137,523.09	146,413.01	155,287.44	157,792.08
Step 30	120,966.57	129,841.02	138,715.44	147,605.36	156,479.79	158,984.44

^a Or BA + Preliminary , Clear, or equivalent Credential or Masters degree

^b including Masters degree or Doctorate degree.

Schedule U Hourly - Adult Education, CTE/ROP Teachers, Other Hourly Services - (11-Month) - 2023-2024

	Class A	Class B	Class C BA+60 or MA
Cton 1		BA+30	
Step 1	54.64	56.90	59.06
Step 2	57.73	59.90	62.12
Step 3	60.74	62.90	65.07
Step 4	66.75	68.91	71.07
Step 5	70.05	73.16	74.14
Step 6	72.76	74.92	77.09
Step 7	73.02	75.18	77.35
Step 8	73.27	75.44	77.61
Step 9	73.53	75.70	77.87
Step 10	73.79	75.96	78.13
Step 11	74.05	76.21	78.39
Step 12	74.31	76.47	78.65
Step 13	74.57	76.73	78.89
Step 14	74.83	76.99	79.15
Step 15	75.09	77.25	79.41
Step 16	75.35	77.51	79.67
Step 17	75.63	77.79	79.96
Step 18	75.90	78.06	80.24
Step 19	76.18	78.34	80.51
Step 20	76.46	78.62	80.79
Step 21	76.70	78.87	81.04
Step 22	76.95	79.11	81.28
Step 23	77.20	79.36	81.53
Step 24	77.45	79.61	81.78
Step 25	77.69	79.85	82.03
Step 26	78.68	80.84	83.01
Step 27	79.66	81.83	84.00
Step 28	80.65	82.82	84.99
Step 29	81.64	83.80	85.97
Step 30	82.63	84.79	86.95
CTE / ROP Hourly Assi	ignment as needed gaining Unit members who have o	completed one (1) year of a	

Step I	All Bargaining Unit members who have completed one (1) year of a regular assignment with the MUSD CTE /ROP	62.40
•	All Bargaining Unit members who have completed two (2) year of a	
Step II	regular assignment with the MUSD CTE/ROP	65.97
_	All Bargaining Unit members who have completed three (3) year of a	
Step III	regular assignment with the MUSD CTE/ROP	69.27

⁽²⁾ Subject to agreement under Article XII, Section C E 10 and 11.

Step Advancement — Bargaining Unit members must work sixty percent (60%) of their assignment per year (a full school year and no less than sixty-three (63) hours) to qualify for advancement on the salary schedule.

Masters/Doctors Degree Compensation — same as contract unit members in Section 1 - Items a.-d.

Substitutes — Adult Education ‡Teachers who substitute will be paid at their regular rate of pay according to their step level.

All other substitutes will receive the amount in Step I (Adult Education rate for current year).

Schedule E - Part Day Head Start Teachers - (11 month) - 2023-2024

	Class B	Class C
	(Column 02)	(Column 03)
Step 1	45,350.15	52,376.44
Step 2	47,595.49	54,942.55
Step 3	49,947.78	57,737.81
Step 4	52,376.44	60,380.31
Step 5	54,942.55	63,481.02
Step 6	55,185.75	63,724.23
Step 7	55,428.96	63,967.44
Step 8	55,672.17	64,210.65
Step 9	55,915.38	64,453.85
Step 10	56,158.59	64,697.07
Step 11	56,401.80	64,940.27
Step 12	56,645.00	65,183.49
Step 13	56,888.21	65,426.69
Step 14	57,131.42	65,669.91
Step 15	57,374.63	65,913.11
Step 16	57,617.84	66,156.31
Step 17	57,904.36	66,442.83
Step 18	58,190.87	66,729.35
Step 19	58,477.39	67,015.87
Step 20	58,763.91	67,302.38
Step 21	59,018.51	67,557.00
Step 22	59,273.13	67,811.60
Step 23	59,527.73	68,066.21
Step 24	59,782.33	68,320.81
Step 25	60,036.94	68,575.42
Step 26	61,056.05	69,594.52
Step 27	62.075.16	70,613.63
Step 28	63,094.26	71,632.74
Step 29	64,113.37	72,651.84
Step 30	65,132.48	73,670.95

Level Class B: Heads**S**tart Bargaining Unit members who have earned less than one hundred twenty (120) semester hours of college work and hold a Children's Center Permit.

Level Class C: Heads**S**tart Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's degree from an accredited college or university.

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

Schedule Ib - Part Day Head Start Teachers - (12-Month) - 2023-2024

	Class B	Class C
_	Column 02	Column 03
Step 1	45,350.15	52,376.44
Step 2	47,595.49	54,942.55
Step 3	49,947.78	57,737.81
Step 4	52,376.44	60,380.31
Step 5	54,942.55	63,481.02
Step 6	55,185.75	63,724.23
Step 7	55,428.96	63,967.44
Step 8	55,672.17	64,210.65
Step 9	55,915.38	64,453.85
Step 10	56,158.59	64,697.07
Step 11	56,401.80	64,940.27
Step 12	56,645.00	65,183.49
Step 13	56,888.21	65,426.69
Step 14	57,131.42	65,669.91
Step 15	57,374.63	65,913.11
Step 16	57,617.84	66,156.31
Step 17	57,904.36	66,442.83
Step 18	58,190.87	66,729.35
Step 19	58,477.39	67,015.87
Step 20	58,763.91	67,302.38
Step 21	59,018.51	67,557.00
Step 22	59,273.13	67,811.60
Step 23	59,527.73	68,066.21
Step 24	59,782.33	68,320.81
Step 25	60,036.94	68,575.42
Step 26	61,056.05	69,594.52
Step 27	62,075.16	70,613.63
Step 28	63,094.26	71,632.74
Step 29	64,113.37	72,651.84
Step 30	65,132.48	73,670.95

Level Class B: Heads**S**tart Bargaining Unit members who have earned less than one hundred twenty (120) semester hours of college work and hold a Children's Center Permit.

Level Class C: HeadsStart Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's degree from an accredited college or university.

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

Schedule J - Full Day Head Start Teachers - (11 Month) - 2023-2024

	Class B	Class C
	(Column 02)	(Column 03)
Step 1	52,698.54	60,863.34
Step 2	55,307.74	63,845.28
Step 3	58,041.18	67,093.46
Step 4	60,863.34	70,164.14
Step 5	63,845.28	73,767.30
Step 6	64,088.49	74,010.52
Step 7	64,331.70	74,253.72
Step 8	64,574.91	74,496.94
Step 9	64,818.11	74,740.14
Step 10	65,061.33	74,983.36
Step 11	65,304.53	75,226.56
Step 12	65,547.75	75,469.77
Step 13	65,790.95	75,712.98
Step 14	66,034.16	75,956.19
Step 15	66,277.37	76,199.40
Step 16	66,520.57	76,442.60
Step 17	66,807.09	76,729.12
Step 18	67,093.61	77,015.64
Step 19	67,380.13	77,302.16
Step 20	67,666.64	77,588.67
Step 21	67,921.26	77,843.28
Step 22	68,175.86	78,097.89
Step 23	68,430.47	78,352.50
Step 24	68,685.07	78,607.10
Step 25	68,939.68	78,861.70
Step 26	69,958.78	79,880.81
Step 27	70,977.89	80,899.92
Step 28	71,997.00	81,919.02
Step 29	73,016.11	82,938.13
Step 30	74,035.21	83,957.23

Level Class B: Heads**S**tart Bargaining Unit members who have earned less than one hundred twenty (120) semester hours of college work and hold a Children's Center Permit.

Level Class C: Heads**S**tart Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's degree from an accredited college or university.

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

Schedule Ic - Full Day Head Start Teachers - (12 Month) - 2023-2024

	Class B	Class C
	(Column 02)	(Column 03)
Step 1	52,698.54	60,863.34
Step 2	55,307.74	63,845.28
Step 3	58,041.18	67,093.46
Step 4	60,863.34	70,164.14
Step 5	63,845.28	73,767.30
Step 6	64,088.49	74,010.52
Step 7	64,331.70	74,253.72
Step 8	64,574.91	74,496.94
Step 9	64,818.11	74,740.14
Step 10	65,061.33	74,983.36
Step 11	65,304.53	75,226.56
Step 12	65,547.75	75,469.77
Step 13	65,790.95	75,712.98
Step 14	66,034.16	75,956.19
Step 15	66,277.37	76,199.40
Step 16	66,520.57	76,442.60
Step 17	66,807.09	76,729.12
Step 18	67,093.61	77,015.64
Step 19	67,380.13	77,302.16
Step 20	67,666.64	77,588.67
Step 21	67,921.26	77,843.28
Step 22	68,175.86	78,097.89
Step 23	68,430.47	78,352.50
Step 24	68,685.07	78,607.10
Step 25	68,939.68	78,861.70
Step 26	69,958.78	79,880.81
Step 27	70,977.89	80,899.92
Step 28	71,997.00	81,919.02
Step 29	73,016.10	82,938.13
Step 30	74,035.21	83,957.24

Level Class B: Heads**S**tart Bargaining Unit members who have earned less than one hundred twenty (120) semester hours of college work and hold a Children's Center Permit.

Level Class C: Heads**S**tart Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's degree from an accredited college or university.

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

	Class A
	(Column 01)
Step 1	37,392.10
Step 2	39,148.66
Step 3	41,577.32
Step 4	43,196.43
Step 5	45,365.41
Step 6	45,608.62
Step 7	45,851.83
Step 8	46,095.04
Step 9	46,338.25
Step 10	46,581.45
Step 11	46,824.67
Step 12	47,067.87
Step 13	47,311.09
Step 14	47,554.29
Step 15	47,797.51
Step 16	48,040.71
Step 17	48,327.23
Step 18	48,613.75
Step 19	48,900.26
Step 20	49,186.78
Step 21	49,441.38
Step 22	49,695.99
Step 23	49,950.60
Step 24	50,205.21
Step 25	50,459.81
Step 26	51,478.92
Step 27	52,498.03
Step 28	53,517.13
Step 29	54,536.24
Step 30	55,555.34

Level Class A: Associate Teachers with an Associate's Degree or higher in Early Childhood Education or related field and possession of or be eligible for a Child Development Teacher Permit.

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

Schedule V - Early Head Start Teachers, TOSA Early Childhood and Education Specialist - (11 Month) - 2023-2024 Assignments to be 11/12 months as needed, with pay for Winter Recess and Spring

Recess vacation periods

^{*} Does not include negotiated formula increase (see Article XII. 3.)

	Class B	Class C
	(Column 06)	(Column 07)
Step 1	59,022.36	68,166.94
Step 2	61,944.67	71,506.71
Step 3	65,006.09	75,144.67
Step 4	68,166.94	78,583.83
Step 5	71,506.71	82,619.39
Step 6	71,749.91	82,862.59
Step 7	71,993.13	83,105.81
Step 8	72,236.33	83,349.01
Step 9	72,479.55	83,592.23
Step 10	72,722.75	83,835.43
Step 11	72,965.96	84,078.64
Step 12	73,209.17	84,321.85
Step 13	73,542.37	84,565.05
Step 14	73,695.59	84,808.27
Step 15	73,938.79	85,051.47
Step 16	74,182.00	85,294.69
Step 17	74,468.52	85,581.21
Step 18	74,755.03	85,861.71
Step 19	75,041.55	86,154.23
Step 20	75,328.07	86,440.75
Step 21	75,582.68	86,695.36
Step 22	75,837.29	86,949.97
Step 23	76,091.89	87,204.57
Step 24	76,346.49	87,459.17
Step 25	76,601.11	87,713.79
Step 26	77,620.21	88,732.89
Step 27	78,639.32	89,752.00
Step 28	79,658.43	90,771.11
Step 29	80,677.53	91,790.21
Step 30	81,696.64	92,809.32

Assignments to be eleven/twelve (11/12) calendar months as needed, with pay for Winter Recess and Spring Recess vacation periods.

Level Class A: Heads**S**tart Bargaining Unit members who have earned less than one hundred twenty (120) semester hours of college work and hold a Children's Center Permit.

Level Class B: Heads Start Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's Degree from an accredited college or university.

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

	Class B	Class C
	Column 06	Column 07
Step 1	59,022.36	68,166.94
Step 2	61,944.67	71,506.71
Step 3	65,006.09	75,144.67
Step 4	68,166.94	78,583.83
Step 5	71,506.71	82,619.39
Step 6	71,749.91	82,862.59
Step 7	71,993.13	83,105.81
Step 8	72,236.33	83,349.01
Step 9	72,479.55	83,592.23
Step 10	72,722.75	83,835.43
Step 11	72,965.96	84,078.64
Step 12	73,209.17	84,321.85
Step 13	73,452.37	84,565.05
Step 14	73,695.59	84,808.27
Step 15	73,938.79	85,051.47
Step 16	74,182.00	85,294.69
Step 17	74,468.52	85,581.21
Step 18	74,755.03	85,867.71
Step 19	75,041.55	86,154.23
Step 20	75,328.07	86,440.75
Step 21	75,582.68	86,695.36
Step 22	75,837.29	86,949.97
Step 23	76,091.89	87,204.57
Step 24	76,346.49	87,459.17
Step 25	76,601.11	87,713.79
Step 26	77,620.21	88,732.89
Step 27	78,639.32	89,752.00
Step 28	79,658.43	90,771.11
Step 29	80,677.53	91,790.21
Step 30	81,696.64	92,809.32

Level A Class B: HeadsStart Bargaining Unit members who have earned less than one hundred twenty (120) semester hours of college work and hold a Children's Center Permit.

Level B Class C: Heads**S**tart Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's Degree from an accredited college or university.

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

Schedule G2 - Infant Toddler Teachers - (11 Month) - 2023-2024

	Class A ¹	Class B ⁴	Class C ¹
Step 1	38,968.90	47,254.26	54,574.96
Step 2	40,792.47	49,593.18	57,257.46
Step 3	43,316.40	52,051.03	60,177.81
Step 4	45,021.05	54,574.96	62,913.17
Step 5	47,280.69	57,257.46	66,150.68
Step 6	47,523.89	57,500.66	66,393.88
Step 7	47,767.11	57,743.88	66,637.09
Step 8	48,010.31	57,987.08	66,880.30
Step 9	48,253.53	58,230.29	67,123.50
Step 10	48,496.73	58,473.50	67,366.72
Step 11	48,739.94	58,716.71	67,609.92
Step 12	48,983.15	58,959.92	67,853.14
Step 13	49,226.36	59,203.12	68,096.34
Step 14	49,469.57	59,446.34	68,339.55
Step 15	49,712.78	59,689.54	68,582.76
Step 16	49,955.98	59,932.76	68,825.97
Step 17	50,242.50	60,219.27	69,112.48
Step 18	50,529.01	60,505.79	69,399.00
Step 19	50,815.53	60,792.31	69,685.52
Step 20	51,102.05	61,078.83	69,972.04
Step 21	51,356.66	61,333.43	70,226.65
Step 22	51,611.27	61,588.03	70,481.25
Step 23	51,865.87	61,842.64	70,735.86
Step 24	52,120.48	62,097.25	70,990.46
Step 25	52,375.09	62,351.86	71,245.08
Step 26	53,394.19	63,370.97	72,264.18
Step 27	54,413.30	64,390.07	73,283.29
Step 28	55,432.41	65,409.18	74,302.39
Step 29	56,451.51	66,428.28	75,321.50
Step 30	57,470.62	67,447.39	76,340.61

^{*} Annual Contract amount divided by 12 for those Headstart Teachers at YRE school sites.

Level Class A: Infant Toddler Bargaining Unit members who have earned sixty (60) semester hours of college work or who hold a Children's Center Permit.

Level Class B: Infant Toddler Bargaining Unit members who have earned ninety (90) semester hours of college work and hold a Children's Center Permit.

Level Class C: Infant Toddler Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's Degree from an accredited college or university.

Annual Stipends

Masters or Doctorate

= \$ 350

^{*}Does not include negotiated formula increase (See Article XII. 3.)

C. 2022-23 SALARY SCHEDULES

2022-23 MTA SALARY SCHEDULE A - TEACHER ANNUAL SALARY - 11 Months

		CLASS B BA	CLASS C BA + 30	CLASS D BA + 45 Or BA + ear or equivaler	CLASS E BA + 60	CLASS F BA + 75	CLASS X BA + 90 incl. MA or Doctorate	
			T TOMITI., ON	Of MA	n Grederiidi			
STEP								STEP
4		\$57,812.47	\$ 61,929.21	\$ 66,045.97	\$70,175.43	\$74,292.2 (\$ 76,350.58	4
2		\$60,988.97	\$ 65,105.74	\$69,235.20	\$73,351.95	\$77,468.7 (\$ 79,527.08	2
3		\$64,178.19	\$ 68,294.94	\$72,411.71	\$76,528.45	\$ 80,645.2 3	\$82,703.59	3
4		\$70,531.21	\$74,647.96	\$78,764.71	\$82,894.18	\$ 87,010.93	\$89,069.31	4
5		\$73,707.73	\$77,824.47	\$81,953.93	\$ 86,070.69	\$ 90,187.4 !	\$92,245.81	5
6		\$76,896.93	\$81,013.69	\$85,130.44	\$89,247.20	\$ 93,363.9!	\$95,422.34	6
7		\$80,073.45	\$84,190.20	\$88,306.95	\$92,423.71	\$ 96,553.1 8	\$ \$98,611.54	7
8		\$83,249.95	\$87,366.70	\$91,483.46	\$95,612.93	\$ 99,729.6 8	\$ \$ 101,788.06	8
9		\$86,426.46	\$90,543.22	\$94,672.67	\$98,789.44	\$102,906.19	. ,	9
10		\$89,615.68	\$ 93,732.42	\$97,849.19	\$101,965.95	\$ 106,082.7 (' '	10
11			\$ 96,908.94	\$101,025.70	\$105,142.45	\$109,271.9		11
12				\$104,202.20	\$108,331.67	\$112,448.4 2		12
13					\$111,508.18	\$115,624.93		13
14						\$118,801.4	. ,	14
16	\$2,572	\$92,187.60	\$99,480.86	\$106,774.12	\$114,080.10			16
20	\$3,674	\$93,289.85	\$100,583.11	\$ 107,876.37	\$115,182.35	\$122,475.6		20
25	\$4,899	\$94,514.58	\$101,807.83	\$109,101.10	\$116,407.07	\$123,700.33		25
30	\$9,798	\$ 99,413.47	\$106,706.73	\$113,999.99	\$121,305.97	\$ 128,599.2 3	\$ \$ 130,657.61	30
Schedule .	A and L Sa	alary Index						
STEP							S	TEP
4		4	1.07125	1.1425	1.21375	1.285	1.32063	4
2		1.055	1.12625	1.1975	1.26875	1.34	1.37563	2
3		1.11 1.22	1.18125 1.29125	1.2525 1.3625	1.32375 1.43375	1.395 1.505	1.43063 1.54063	3
4 5		1.22 1.275	1.29123 1.34625	1.3023 1.4175	1.43373 1.48875	1.500	1.59563	4 5
6		1.270 1.33	1.40125	1.4725	1.4007 5 1.54375	1.615	1.65063	6
7		1.385	1.45625	1.5275	1.59875	1.67	1.70563	7
8		1.000 1.44	1.51125	1.5825	1.65375	1.725	1.76063	8
9		1.495	1.56625	1.6375	1.70875	1.78	1.81563	9
10		1.55	1.62125	1.6925	1.76375	1.835	1.87063	10
11			1.67625	1.7475	1.81875	1.89	1.92563	11
12				1.8025	1.87375	1.945	1.98063	12
13					1.92875	2	2.03563	13
14						2.055	2.09063	14

MTA SALARY SCHEDULE A - 11 MONTH TEACHERS - 2022-2023

		CLASS B BA	CLASS C BA + 30	CLASS D BA + 45 or	CLASS E BA + 60	CLASS F BA + 75	CLASS X BA + 90 incl. MA	
			Dualina Cla	BA+	t Cradontial		or Doctorate	
CTED			Prelim., Cic	ear or equivalen	it Credentiai			CTED
STEP ANNUAL SA	AL A DV							STEP
12 WARRAI								
12 VVANNAI 1	N 1 3 (6)	\$57,812.47	\$61,929.21	\$66,045.97	\$70,175.43	\$74,292.20	\$76,350.58	4
т		\$5,255.68	\$5,629.93	\$6,004.18	\$6,379.58	\$6,753.84	\$6,940.96	
<u>2</u>		\$60,988.97	\$65,105.74	\$69,235.20	\$ 73,351.95	\$ 77,468.70	\$ 79,527.08	<u>2</u>
=		\$ 5,544.45	\$5,918.70	\$6,294.11	\$6,668.36	\$ 7,042.61	\$7,229.73	=
3		\$64,178.19	\$68,294.94	\$ 72,411.71	\$76,528.45	\$80,645.21	\$82,703.59	3
9		\$ 5,834.38	\$6,208.63	\$6,582.88	\$6,957.13	\$7,331.38	\$ 7,518.51	•
4		\$ 70,531.21	\$74.647.96	\$78,764.71	\$82,894.18	\$87,010.93	\$89,069.31	4
7		\$6,411.93	\$6,786.18	\$7,160.43	\$7,535.83	\$7,910.08	\$8,097.21	-
5		\$ 73,707.73	\$77,824.47	\$81,953.93	\$86,070.69	\$90,187.45	\$92,245.81	5
•		\$6,700.70	\$7,074.95	\$7,450.36	\$ 7,824.61	\$8,198.86	\$8,385.98	•
6		\$ 76,896.93	\$81,013.69	\$ 85,130.44	\$89,247.20	\$93,363.95	\$95,422.34	6
•		\$6,990.63	\$7,364.88	\$7,739.13	\$8,113.38	\$8,487.63	\$8,674.76	•
7		\$80,073.45	\$84,190.20	\$88,306.95	\$ 92,423.71	\$96,553.18	\$98,611.54	7
r		\$ 7,279.40	\$7,653.65	\$8,027.90	\$8,402.16	\$8,777.56	\$8,964.69	7
8		\$83,249.95	\$87,366.70	\$ 91,483.46	\$95,612.93	\$99,729.68	\$101,788.06	8
•		\$7,568.18	\$7,942.43	\$ 8,316.68	\$8,692.08	\$9,066.33	\$9,253.46	9
9		\$86,426.46	\$90,543.22	\$94,672.67	\$98,789.44	\$102,906.19	\$104,964.57	9
9		\$7,856.95	\$8,231.20	\$8,606.61	\$8,980.86	\$9,355.11	\$9,542.23	•
10		\$89,615.68	\$93,732.42	\$97,849.19	\$101,965.95	\$106,082.70	\$108,141.07	10
10		\$8,146.88	\$8,521.13	\$8,895.38	\$9,269.63	\$9,643.88	\$9,831.01	10
11		70,140.00	\$96,908.94	\$101,025.70	\$105,142.45	\$109,271.91	\$111,330.29	11
			\$8.809.90	\$9,184.15	\$9,558.40	\$9,933.81	\$10,120.94	
12			70,005.50	\$104,202.20	\$108,331.67	\$112,448.42	\$114,506.80	12
12				\$9,472.93	\$9,848.33	\$10,222.58	\$10,409.71	
13				Ϋ3, 472.33	\$111,508.18	\$115,624.93	\$10,403.71 \$117,683.30	13
10					\$10,137.11	\$10,511.36	\$10,698.48	
14					γ10,137.11	\$118,801.44	\$120,859.82	14
						\$10,800.13	\$10,987.26	
*16 YEARS	\$2,572	\$92,187.60	\$99,480.86	\$106,774.12	\$114,080.10	\$121,373.36	\$10,567.26 \$123,431.74	
10 12/110	72,372	\$8,380.69	\$ 9,043.71	\$9,706.74	\$10,370.92	\$11,033.94	\$11,221.07	
*20 YEARS	\$3,674	\$ 93,289.85		\$107,876.37		\$122,475.61	\$124,533.99	
	73,07 4	\$8,480.90	\$9,143.92	\$9,806.94	\$10,471.12	\$11,134.15	\$11,321.27	
*25 YEARS	\$4,899	\$94,514.58	\$101,807.83	\$109,101.10	\$116,407.07	\$123,700.33	\$125,758.71	
	Ÿ 1,000	\$8,592.23	\$9,255.26	\$9,918.28	\$10,582.46	\$11,245.48	\$11,432.61	
*30 YEARS	\$9,798	\$99,413.47	\$106,706.73	\$113,999.99	\$121,305.97	\$128,599.23	\$130,657.61	
00 . 2,	Ψ 3,73 0	\$9,037.59	\$9,700.61	\$10,363.64	\$11,027.82	\$11,690.84	\$11,877.96	
		ψ3,037.3 3	₹5,700.0±	ޱ0,000.04	Y = 1,027.0E	Ψ±1,000.04	Ψ±1,077.5 0	

MTA SALARY SCHEDULE L - 12 MONTH TEACHERS - 2022-2023

		CLASS B BA	CLASS C BA + 30	CLASS D BA + 45 or BA +	CLASS E BA + 60	CLASS F BA + 75	CLASS X BA + 90 incl. MA or Doctorate	
			Prelim., Clo	ear or equivalen	t Credential			
STEP				·				STEP
ANNUAL SA	ALARY							
12 WARRA	NTS @							
4		\$57,812.47	\$ 61,929.21	\$66,045.97	\$70,175.43	\$74,292.20	\$76,350.58	4
		\$4,817.71	\$ 5,160.77	\$5,503.83	\$ 5,847.95	\$6,191.02	\$ 6,362.55	
<u>2</u>		\$ 60,988.97	\$65,105.74	\$ 69,235.20	\$ 73,351.95	\$77,468.70	\$ 79,527.08	<u>2</u>
		\$ 5,082.41	\$ 5,425.48	\$ 5,769.60	\$ 6,112.66	\$ 6,455.73	\$ 6,627.26	
3		\$ 64,178.19	\$68,294.94	\$72,411.71	\$76,528.45	\$ 80,645.21	\$ 82,703.59	3
		\$ 5,348.18	\$ 5,691.24	\$ 6,034.31	\$ 6,377.37	\$ 6,720.43	\$ 6,891.97	
4		\$70,531.21	\$74,647.96	\$78,764.71	\$82,894.18	\$ 87,010.93	\$89,069.31	4
		\$ 5,877.60	\$6,220.66	\$6,563.73	\$ 6,907.85	\$7,250.91	\$7,422.44	
5		\$73,707.73	\$77,824.47	\$81,953.93	\$86,070.69	\$90,187.45	\$ 92,245.81	5
		\$ 6,142.31	\$ 6,485.37	\$ 6,829.49	\$ 7,172.56	\$ 7,515.62	\$ 7,687.15	
6		\$ 76,896.93	\$ 81,013.69	\$ 85,130.44	\$89,247.20	\$ 93,363.95	\$ 95,422.34	6
		\$6,408.08	\$ 6,751.14	\$7,094.20	\$7,437.27	\$7,780.33	\$7,951.86	
7		\$80,073.45	\$84,190.20	\$88,306.95	\$ 92,423.71	\$96,553.18	\$ 98,611.54	7
		\$ 6,672.79	\$7,015.85	\$7,358.91	\$ 7,701.98	\$8,046.10	\$8,217.63	
8		\$83,249.95	\$87,366.70	\$ 91,483.46	\$95,612.93	\$99,729.68	\$ 101,788.06	8
		\$ 6,937.50	\$7,280.56	\$7,623.62	\$7,967.74	\$ 8,310.81	\$8,482.34	
9		\$86,426.46	\$ 90,543.22	\$ 94,672.67	\$98,789.44	\$102,906.19	\$104,964.57	9
_		\$ 7,202.20	\$ 7,545.27	\$7,889.39	\$8,232.45	\$8,575.52	\$8,747.05	_
10		\$89,615.68	\$ 93,732.42	\$ 97,849.19	\$101,965.95	\$106,082.70	\$108,141.07	10
		\$ 7,467.97	\$7,811.04	\$ 8,154.10	\$8,497.16	\$8,840.22	\$9,011.76	
11		, , , , , , , , , , , , , , , , , , ,	\$96,908.94	\$101,025.70	\$105,142.45	\$109,271.91	\$111,330.29	11
			\$8,075.74	\$8,418.81	\$8,761.87	\$9,105.99	\$9,277.52	
12			φο,στοιτ :	\$104.202.20	\$108,331.67	\$112,448.42	\$114,506.80	12
				\$ 8,683.52	\$ 9,027.64	\$9,370.70	\$9,542.23	
13				70,000.00		\$ 115,624.93		13
					\$9,292.35	\$ 9,635.41	\$ 9,806.94	
14					7 - 7 - 2 - 1 - 1		\$120,859.82	14
						\$9,900.12		
*16 YEARS	\$2,572	\$92,187.60	\$99,480.86	\$ 106,774.12	\$114,080.10		\$123,431.74	
	Ψ <i>L</i> ,37 <i>L</i>	\$ 7,682.30	\$8,290.07	\$8,897.84	\$ 9,506.67	\$10,114.45	\$ 10,285.98	
*20 YEARS	\$3,674	\$93,289.85	\$100,583.11	\$107,876.37	\$115,182.35	\$122,475.61		
20 1 27 11 10	73,014	\$ 7,774.15	\$8,381.93	\$8,989.70	\$9,598.53	\$10,206.30	\$10,377.83	
*25 YEARS	¢4.000	\$94,514.58	. ,	\$109,101.10	\$ 116,407.07		•	
-20 I EMRO	\$4,899			•		\$123,700.33		
*20 \/⊏ * 50	40 ====	\$7,876.21	\$8,483.99	\$9,091.76	\$ 9,700.59	\$10,308.36	\$10,479.89	
*30 YEARS	\$9,798	\$99,413.47		\$113,999.99	\$121,305.97	\$128,599.23		
		\$8,284.46	\$8,892.23	\$9,500.00	\$ 10,108.83	\$10,716.60	\$ 10,888.13	

E. Salary Placement and Qualification

1. Class B:

Teachers, librarians/media-specialists, counselors, and school nurses who have a Bachelor's degree.

2. Class C:

Teachers, librarians/media-specialists, counselors, and school nurses who have a Bachelor's degree, plus thirty (30) semester units. A quarter unit is equal to two-thirds (2/3) of a semester unit.

3. Class D:

Teachers, librarians/media-specialists, counselors, and school nurses who have: (1) Master's degree; or, (2) a Bachelor's degree, plus forty five (45) semester units; or, (3) a Bachelor's degree plus a preliminary, clear or equivalent credential. A quarter unit is equal to two-thirds (2/3) of a semester unit.

4. Class E:

Teachers, librarians/media-specialists, counselors, and school nurses who have a Bachelor's degree, plus sixty (60) semester units. A quarter unit is equal to two-thirds (2/3) of a semester unit.

5. Class F:

Teachers, librarians/media-specialists, counselors, and school nurses who have a Bachelor's degree plus seventy-five (75) semester units. A quarter unit is equal to two-thirds (2/3) of a semester unit. Ten (10) semester units may be District Salary Credits.

6. Class X:

Teachers, librarians/media-specialists, counselors, and school nurses who have a Bachelor's degree plus ninety (90) semester units including a Master's degree or Doctorate. A quarter unit is equal to two-thirds (2/3) of a semester unit. Twenty (20) semester units may be District Salary Credits.

7. Prior Experience Credit:

- **a.** One step for a full year of work experience with the appropriate credential.
 - (1) Beginning July 1, 2022, Schedule A up to thirteen (13) years of experience. Teaching, counseling, librarian/media specialist, and out-of-classroom (TOSA) experience shall be counted interchangeably.
 - (2) Beginning July 1, 2018, Schedule E Head Start and Schedule G Infant Toddler Teachers schedule up to four (4) years of experience.
 - (3) Beginning July 1, 2018, Schedule F Psychologists, Speech & Language Specialists, and Nurses schedule up to six (6) years of experience.
 - (4) Beginning July 1, 2019, Schedule U Adult Education schedule up to five (5) years of experience
- **b.** Beginning July 1, 2006, one step for each full year of Bargaining Unit member experience up to four (4) years will be granted.
- c. To qualify for credit, service rendered must have been seventy-five percent (75%) of the teaching days included in the academic year in question. Fractional years are not combined to qualify as one (1) year. Beginning July 1, 2000, any infant toddler teacher employed by the District for at least three (3) years immediately prior to being hired as a TK-12 teacher shall be placed on the salary schedule on the appropriate column at the first step that constitutes an increase from their per diem salary received (based on a five-hour day) as an adult education or CTE/ROP teacher.
- 8. Beginning July 1, 1990, teachers who are employed with a Vocational Credential shall be placed no lower than Step 4, Class B of the Certificated Salary Schedule. Teachers who subsequently acquire a regular credential may request a reclassification from Class B according to the number of semester units and the number of actual years of classroom teaching experience completed.
- 9. Beginning July 2012, teachers who are employed with a Speech/Language Credential shall be placed no lower than Step 5. Prior experience credit shall include work in the public and private sector. School nurses employed prior to October 12, 1970, shall retain their class status without reduction until such time as they qualify for a higher class according to provisions 1 through 5. Ten (10) CEU's shall be accepted as equivalent to one (1) semester Unit for advancement on the salary schedule for school nurses. Verification of completion of CEU training will be filed in the Human Resources Office before credit is granted.

10. College Unit Recognition

Advancement on the schedule can be achieved by the following:

- **a.** All units earned subsequent to the BA/BS degree, (except District Salary Credits), must be upper division or graduate level units, with a grade of at least a "C" and from an accredited institution that would or could lead to a credential or a degree.
- **b.** Coursework that enhances a Bargaining Unit member's ability or potential to address identified District needs and/or state mandate(s) in the Bargaining Unit member's current assignment will receive salary credit, if approved by a two-thirds (2/3) vote of the District Salary Credit Committee. The course work must be approved and filed, with the required documentation, with the District within sixty (60) days of completion of the coursework.

- **c.** Lower division units from an accredited institution and with a grade of at least a "C" that are aligned to a Bargaining Unit member's District-approved credential or degree/waiver plan on file with the District, and were commenced, by the Bargaining Unit member after January 1, 2003.
- 11. To be eligible for a service increment on the certificated employee's salary schedule, the employee must have served sixty (60%) percent of the days school was in session during the preceding academic year of service. This means that the employee must have been present in the classroom on sixty (60%) percent of the days school was in session. The only exception to this provision shall be an approved sabbatical leave of absence which shall count as a regular period of service and shall not interrupt the employee's progress on the salary schedule.

F. Salary Placement and Qualifications

The deadline to file a request for a change in salary classification and to file a transcript or a copy of a transcript request form with the Human Resources Office:

June 30th and/or October 1st and/or December 31st

Official transcripts verifying course work completed by the above dates must be filed with the Human Resources Office before a change in salary classification may take place. According to this provision, a request for a change in salary classification, along with official transcripts or a transcript request form, must be submitted prior to a monthly payroll period deadline for a salary change to be effective for that month; otherwise, the salary change will become effective the following month. In all instances, salary changes will not be made retroactive to months prior to submission of official transcript(s) or copy of transcript request form(s). Implementation of the change will be processed upon receipt of official transcripts.

Official transcripts (those which bear the University Seal and/or an original signature from the Registrar) must be submitted from an accredited college or university for salary advancement.

- 1. Masters/Doctorate Degree Recognition for Bargaining Unit Members
 - **a.** A three hundred and fifty dollars (\$350) amount will be granted each year to Bargaining Unit members holding a Masters Degree or Doctorate from an accredited college or university. No more than one (1) three hundred and fifty dollar (\$350) amount shall be granted to a Bargaining Unit member per year.
 - **b.** The monthly amount of the above increment shall be determined by dividing by the number of months assigned rounded to the nearest dollar, for all eligible certificated employees.
 - **c.** A qualifying year of service is any year in which the employee is entitled to receive credit for a year of service under Board policy.
 - d. A one thousand (\$1000) dollar amount shall be granted to each Full Time Adult Education Bargaining Unit member upon receipt of any TK-12 teaching credential and each year thereafter beginning July 1, 2004. No more than one such credential stipend shall be granted to any Adult Education Bargaining Unit member per year.
- 2. a. District Salary Credits shall be afforded for Professional Learning activities conducted outside of the Board Day and for which the Bargaining Unit member has not been compensated. Fifteen (15) hours of Professional Learning equals one (1) District Salary Credit, which is equal to one (1) semester unit.
 - **b.** District Salary Credits may be earned in two ways:
 - (1) Professional Learning programs developed or designated by the Instructional Division and completed by the Bargaining Unit member.
 - Professional Learning programs submitted by the Bargaining Unit member to a committee composed of four (4) members selected by the District and four (4) members selected by the Association. This committee shall meet at least two (2) three (3) times a year to review plans and approve District Salary Credits. Approval shall be by consensus or not less than a two-thirds (2/3) majority of the committee.
- 3. The base salary of each employee shall be defined by that employee's appropriate placement on the salary schedule including any applicable anniversary increment. The sum of the salary schedule placement and the anniversary increment shall be an employee's per diem pay rate.
- 4. A two hundred twenty five (\$225) three hundred (\$300) dollar annual stipend shall be given to each Special Education Classroom Teacher who possesses an Autism Authorization (including all RSP settings and Speech and Language).

G. Positions Related to Salary Schedule for Bargaining Unit members

1. Certain positions related to the schedule of salaries for regular classroom Bargaining Unit members shall receive an amount in addition to that provided in the regular teaching schedule. Bargaining members shall work

the calendar (Traditional or Modified Traditional) specific to their site in addition to other days noted below. Salary rates for such positions shall be determined by placement of the incumbent on the Salary Schedule for Bargaining Unit members in terms of his/her training and experience, this rate to be multiplied by the index figures shown in the following list of positions (rounded off to the nearest dollar):

a.	Director of TOSA Athletics Director (High Schools, 10 days)	1.08
b.	Counselor (full-time, 10 days)	1.08
C.	Director of TOSA Student Activities Director (High Schools, 10 days)	1.08
d.	School Community Counselor (10 days)	1.08
e.	Head Start Education/Specialist and Disability Specialists (10 School months + 20 days	1.12
	at Head Start Schedule)	
f.	7 Hour and 15 minute Special Assignment (7 hours & 15 per day)	1.0

2. The additional days will be assigned at the discretion of the site principal. However, the total of ten (10) additional days must be within the period of ten (10) working days immediately preceding the opening of the school year, through the ten (10) working days immediately following the close of the school year.

2022-2023 Psychologist, Speech and Language Specialist and Nurses Schedule F (GR 01) Per Month

BASE A	MOUNT			
Step	Index	<u>Annual</u>	11 Month	12 Month
4	1.05	\$126,907.90	\$11,537.08	\$ 10,575.66
2	1.08	\$130,529.11	\$11,866.28	\$10,877.43
3	1.11	\$134,150.34	\$12,195.49	\$11,179.19
4	1.14	\$137,784.25	\$12,525.84	\$11,482.02
5	1.17	\$141,405.48	\$12,855.04	\$11,783.79
6	1.23	\$148,660.62	\$13,514.60	\$12,388.39
*16th	\$2,572	\$151,232.54	\$13,748.41	\$12,602.71
*20th	\$3,674	\$152,334.79	\$13,848.62	\$12,694.57
*25th	\$4,899	\$153,559.52	\$13,959.96	\$12,796.63
*30th	\$9,798	\$158,458.41	\$14,405.31	\$13,204.87

3. Bargaining Unit members on Schedule F **G1** shall work an eight (8) hour day (8:00 a.m. to 4:00 p.m. or its equivalent), including a thirty (30) minute duty free lunch.

2021-22 Salary Rates for Positions Not Related to Salary Schedules for Bargaining Unit Members

1a. Adult Education - Hourly Assignment as needed

Step I		Class A	Class B	Class C
Otop 1	All Bargaining Unit members new to the MUSD Adult Education Program on a regular basis	\$52.65	\$54.70	\$56.75
Step II	All Bargaining Unit members who have completed one (1) year of a regular assignment with the District Adult Education Program	\$51.00	\$57.55	\$59.75
Step III	All Bargaining Unit members who have completed two (2) years of a regular assignment with the District Adult Education Program	,		,
Step IV	All Bargaining Unit members who have completed three (3) years of a regular assignment with the District Adult Education Program	\$58.40	\$60.50	\$62.55

Step V All Bargaining Unit members who have completed four (4) years of a regular assignment with the District Adult Education Program

\$64.20 \$66.25

\$68.30

ADULT EDUCATION INDICES

STEP	Class A	Class B	Class C
		BA + 30	BA + 60 or MA
4	4	1.04	1.08
2	1.055	1.0965	1.135
3	1.11	1.15	1.19
4	1.22	1.26	1.3
5	1.275	1.1315	1.355
6	1.33	1.37	1.41

⁽¹⁾ Hourly rates are rounded to the nearest nickel (\$0.05)

⁽²⁾ Subject to agreement under Article XII, Section E 10 and 11.

1b.	ROP - Hou Step I	rly Assignment, as needed All Bargaining Unit members who have completed one (1) year of a regular assignment with the MUSD ROP	
	Step II	All Bargaining Unit members who have completed two (2) year of a regular assignment with the MUSD ROP	\$55.05
	Step III	All Bargaining Unit members who have completed three (3) year of a regular assignment with the MUSD ROP	\$58.15 \$61.05

Step Advancement — Bargaining Unit members must work sixty percent (60%) of their assignment per year (a full school year and no less than sixty-three (63) hours) to qualify for advancement on the salary schedule.

Masters/Doctors Degree Compensation — same as contract unit members in Section 1- Items a.-d.

Substitutes — Adult teachers who substitute will be paid at their regular rate of pay according to their step level.

Substitutes — Adult teachers who substitute will be paid at their regular rate of pay according to their step level. All other substitutes will receive the amount in Step I (Adult Education rate for current year).

2022-23 MTA SALARY SCHEDULE E - HEADSTART TEACHERS (Associate Teacher)

Assignments to be eleven/twelve (11/12) calendar months as needed, with pay for Winter Recess and Spring Recess vacation periods.

Grade Levels

STEP		A (Gr. 01)	STEP
4		\$35,953.95	4
2		\$37,642.94	2
3		\$39,978.19	3
4		\$41,535.02	4
5		\$43,620.59	5
*16 YEARS	\$2,572	\$46,192.51	
*20 YEARS	\$3,674	\$47,294.76	
*25 YEARS	\$4,899	\$48,519.49	
*30 YEARS	\$9,798	\$ 53,418.38	

Level A: Associate Teacher with an Associate's Degree or higher in Early Childhood Education or related field and possession of or be eligible for a Child Development Teacher Permit.

Annual Stipends

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

2022-23 - HEADSTART TEACHERS (Full Day)

Assignments to be eleven/twelve (11/12) calendar months as needed, with pay for Winter Recess and Spring Recess vacation periods.

Grade Levels

STEP	B (Gr. 02)	C (Gr. 03)	STEP
4	\$48,838.61	\$56,405.40	4
2	\$ 51,256.68	\$59,168.91	2
3	\$53,789.90	\$62,179.17	3
4	\$56,405.40	\$65,024.93	4
5	\$ 59,168.91	\$68,364.18	5

Level B: Headstart Bargaining Unit members who have earned less than one hundred twenty (120) semester hours of college work and hold a Children's Center Permit.

Level C: Headstart Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's degree from an accredited college or university.

Annual Stipends

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

2022-23 - HEADSTART TEACHERS (Part Day)

Assignments to be eleven/twelve (11/12) calendar months as needed, with pay for Winter Recess and Spring Recess vacation periods.

Grade Levels

STEP	B (Gr. 02)	C (Gr. 03)	STEP
4	\$43,605.91	\$50,361.96	4
2	\$45,764.90	\$52,829.37	2
3	\$48,026.71	\$55,517.12	3
4	\$50,361.96	\$58,057.98	4
5	\$52,829.37	\$61,039.45	5

Level B: Headstart Bargaining Unit members who have earned less than one hundred twenty (120) semester hours of college work and hold a Children's Center Permit.

Level C: Headstart Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's degree from an accredited college or university.

Annual Stipends

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

2022-23 - HEADSTART TEACHERS (Early Headstart and Educational Specialists)

Assignments to be eleven/twelve (11/12) calendar months as needed, with pay for Winter Recess and Spring Recess vacation periods.

Grade Levels

*does not include negotiated formula increase (see Article XII. 3.)

STEP	A (Gr. 02)	B (Gr. 03)	STEP
4	\$50,671.67	\$58,522.44	4
2	\$53,180.52	\$61,389.69	<u>2</u>
3	\$55,808.82	\$64,512.94	3
4	\$ 58,522.44	\$ 67,465.52	4
5	\$ 61,389.69	\$70,930.10	5

Level A: Headstart Bargaining Unit members who have earned less than one hundred twenty (120) semester hours of college work and hold a Children's Center Permit.

Level B: Headstart Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's Degree from an accredited college or university.

Annual Stipends

Bachelor's Degree	=	\$ 550
Masters or Doctorate	=	\$ 350

2022-23 - INFANT TODDLER TEACHERS

Assignments to be 11/12 months as needed, with pay for Winter Recess and Spring Recess vacation periods

^{*}does not include negotiated formula increase (see Article XII. 3.)

STEP	A (Gr. 01)	B (Gr. 02)	C (Gr. 03)	STEP
4	\$37,470.10	\$45,436.78	\$52,475.92	4
2	\$39,223.53	\$47,685.74	\$55,055.25	2
3	\$41,650.38	\$50,049.07	\$57,863.29	3
4	\$43,289.46	\$52,475.92	\$60,493.43	4
5	\$45,462.20	\$55,055.25	\$ 63,606.41	5

Level A: Infant Toddler Bargaining Unit members who have earned sixty (60) semester hours of college work or who hold a Children's Center Permit.

Level B: Infant Toddler Bargaining Unit members who have earned ninety (90) semester hours of college work and hold a Children's Center Permit.

Level C: Infant Toddler Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's Degree from an accredited college or university.

Annual Stipends

Masters or Doctorate = \$ 350

H. Salary Payments for Assigned Extended Day Activities

1. High School

High school Bargaining Unit members who are employed in approved extended day activities requiring additional hours of time beyond the normal work week shall be compensated as follows:

^{*} Annual Contract amount divided by 12 for those Headstart Teachers at YRE school sites.

a. Position Titles

Position titles shall be established as follows (per season):

- (1) Varsity Head Coach
- (2) Varsity Assistant Coach
- (3) Lower Division (LD) Head Coach
- (4) Lower Division Assistant Coach
- **b.** Position titles shall be established as follows:
 - (1) Athletic Trainer (1 season)
 - (2) Pepster Advisor (1 season)
 - (3) Drill Team Advisor (for each of 2 seasons)
 - (4) **TOSA** Athletics Director (for each of 2 seasons)

c. Salary Schedule

Beginning July 1, 2016, and for each succeeding two (2) years, the base salary figure shall increase by the average salary increase for the preceding two (2) years as follows:

d. Salaries

	-				
_	_	Var. Head	Var. Ass't	LD Head	LD Ass't
1.	Sports	Coach	Coach	Coach	Coach
	Football	\$5,049	\$3,787	\$3,283	\$2,526
	Basketball	\$4,293	\$2,526	\$3,030	\$2,272
	Soccer	\$4,293	\$2,526	\$3,030	\$2,272
	Baseball	\$4,293	\$2,526	\$3,030	\$2,272
	Softball	\$4,293	\$2,526	\$3,030	\$2,272
	Wrestling	\$4,293	\$2,526	\$3,030	\$2,272
	Cr. Country	\$4,293	\$2,526	\$3,030	\$2,272
	Golf	\$4,293	\$2,526	\$3,030	\$2,272
	Swimming	\$4,293	\$2,526	\$3,030	\$2,272
	Water Polo	\$4,293	\$2,526	\$3,030	\$2,272
	Tennis	\$4,293	\$2,526	\$3,030	\$2,272
	Volleyball	\$4,293	\$2,526	\$3,030	\$2,272
	Gymnastics	\$4,293	\$2,526	\$3,030	\$2,272
	Competitive Cheer	\$4,293	\$2,526	\$3,030	\$2,272
	Other CIF Sanctioned Sport	\$4,293	\$2,526	\$3,030	\$2,272
2.	Ath. Trainer (for each of 3 seas	ons)	\$3,763		
	Drill Team Advisor (for each of		\$3,030		
	Pepster Advisor (for each of 2 seasons)		\$3,030		

e. Other High School Extended Day Activities

TOSA Athletics Director (for each of 2 seasons) \$5,049

Band – 1st Semester	\$5,049
Band – 2 nd Semester	\$5,049
TOSA Activities Director – Per Semester	¢5 040
BGHS, MHS, SHS	\$5,049
Yearbook – Per Semester	\$4,293
Newspaper – Per Semester	\$4,293
Choral Music – Per Semester (to include presentations of a 2-act musical)	\$4,293
Drama – Per Semester (minimum 1 major production each semester)	\$4,293
Dance – Per Semester (minimum 1 major production each semester)	\$4,293
Forensics – Per Semester	\$4,293
Renaissance Coordinator (minimum 1 major production each semester)	\$4,293
Esports Upper Division Head Coach	\$4,293
Esports Lower Division Head Coach	\$3,030
Tall Flag Advisor - annual assignment	\$1,353
Orchestra, Jazz Band, additional band ensembles	\$1,082
District Orchestra Director	\$2,165
Art Consultant, Board of Education Publications	\$1,262
Stage Manager (School Sponsored Activities)	\$1,262
Other (as designated by immediate supervisor)	\$1,262

Athletic Events Duties	Amount Per Game
Football	\$62
Track	\$62
Basketball	\$31
Water Polo	\$31
Wrestling	\$31
Soccer	\$31
(Assignments may include clock/timer, gate monitor, chain	
crew, video and scouting	

- **f.** The compensation for competition in sanctioned play-off games to be one-eighth (1/8) of the total extended day salary for each week a team or individual(s) participates.
- g. Teams (Athletic, Music, or Pep & Drill) or individuals who qualify may participate in play-off games after the regular season of competition. Coaches of Varsity teams will be assigned for this period of time. Assistant coaches may be assigned with the approval of the principal and the Director of TOSA Athletics Director. Music and Pep & Drill unit member may be assigned with the approval of the Principal. Football teams may have a maximum of six (6) coaches assigned.
- h. Reimbursement for the above activities shall be payable at the conclusion of the activity upon certification by the Principal.
- **i.** Extra-pay assignments for certificated service shall be presented in writing to the Superintendent of Schools, and shall be approved by the Board of Education prior to actual assignment.
- j. Compensation for a one time per year off season coaching stipend shall be \$671 for the Varsity Coach and \$579 for each authorized Assistant Coach.
- **k.** The District and the Association recognize, support and encourage the hiring of qualified Bargaining Unit Members for all Extended Day activities. Bargaining Unit Members who apply shall be considered for all Extended Day Activities.

2. TK-8

TK-8 Bargaining Unit members who are employed in approved extended day activities requiring additional hours of time beyond the normal work week shall be compensated as follows:

a. Other Extended Day Activities

Band	\$1,262
Chorus	\$1,262
Drama	\$1,262
Dance	\$1,262
Associated Student Body (ASB) Advisor	\$1,262
Yearbook	\$1,262
Newspaper	\$1,262
Sports Coach (at least 8 hours per week per intermediate school season)	\$1,262
Webmaster	\$1,262
Other (as designated by immediate supervisor)	\$1,262

- I. Special Service Compensation and Additional Assignments as needed. Rates are for assigned work beyond contractual obligations in Article IV. Hours and Assignments Section C.
 - 1. Additional Assignment Rate \$55.00 per hour (Assignments not specified in this Agreement) NEW RATE BEGINS JULY 1, 2023
 - 2. Daily Rate \$55.00 per hour NEW RATE BEGINS JULY 1, 2023
 - **a.** Summer School Bargaining Unit Members (hours of instruction per day and 1 additional hour on site per day).
 - **b.** Saturday School (minimum of 4 hours)
 - 3. Per Diem Per Hour Rates
 - a. Additional Teaching Assignments (Article IV. Section H.3)
 - **b.** Additional Teaching Assignments Prep Time (Article IV. Section H.2)
 - **c.** Additional Student Coverage (Article IV. Section F.6)
 - **d.** Work Days beyond the calendar
 - **e.** Professional Learning Lead (Professional Learning Lead shall be compensated one hour for preparation at \$50.00 per hour for each hour of training)
 - **4.** Mileage reimbursement at maximum IRS rate per Board Policy.

J. Situational Rates

Primary Language, BCC and BCLAD Certificate (within bilingual, primary language, dual language or SEI setting)

Special Education Autism Authorization Stipend

\$700.00 per annum \$225.00 **\$300** per annum Bilingual and dual language Stipend (certificate or credential)
Masters Degree or Doctorate
Head Start Bachelor's Degree
Supervisor/Infant Toddler (with 6 or more units of administration and/or supervision coursework in child development)
Tandem Teaching

Bargaining Unit Member Substitutes
Early Retirement (pre 95/96 - Independent Contractor)
Early Retirement (post 94/95 - Employee)
Sabbatical

\$900.00 one time \$350.00 per annum \$550.00 per annum

\$500.00 per annum
% of wages & benefits
*Upon request, District pays
health insurance benefits
equivalent to one (1) FTE position
only when one of the partners
waives their health insurance
benefits.

\$10.00 additional per day \$5,000.00 per annum \$5,000.00 per annum (See Leave Policy)

August Hatte 04-29-2025 Con Car 4/29/25

Montebello Unified School District Date Montebello Teachers Association Date

Tentative Agreement Between The Montebello Teachers Association And The Montebello Unified School District

Article XIII. TRANSFER AND REASSIGNMENT POLICY

March 11, 2025

A. Definitions

- **1. Assignment:** The District's initial placement of a Bargaining Unit member to a position in a specific school within the individual's credential area.
- **2. Reassignment:** The change of the previous placement of a Bargaining Unit member position within the same school. This shall include grade level, subject matter or classroom changes.
- **Transfer:** The change in placement of a Bargaining Unit member from one (1) site to another, or Part-Day AM to Part-Day PM or vice versa in Head Start or from Part-Day to Full-Day or vice versa in Headstart.
- **4. Reclassification:** A change of the Bargaining Unit member from one position to another position commanding a different salary.
- **5. Involuntary:** A change of the previous placement of a Bargaining Unit member as determined by the Board or its designee(s).
- **6. Voluntary:** A change of the previous placement of a Bargaining Unit member as requested and initiated by a Bargaining Unit member.
- **7. Program and Educational Needs:** The instructional course of study offered to pupil during the Board Day, school needs, and pupil needs.
- **8. Immediate Family:** Parent, Sibling, Spouse, and Child.

B. Seniority

- 1. Seniority refers to the date upon which the employee first rendered paid service in a probationary position.
- 2. Bargaining Unit members with the same initial date of service shall have their seniority number determined by lottery the tiebreaking criteria in the following order:
 - a. Possess a credential authorizing service in Special Education.
 - b. Possess a Bilingual Authorization (BCLAD) Certificate or equivalent.
 - c. Possess a credential authorizing service in Speech-Language pathology services, Visually Impaired, Orientation and Mobility, or Deaf and Hard of Hearing services.
 - d. Possess a Single Subject Credential or authorization in Science.
 - e. Possess a Single Subject Credential or authorization in Math.
 - f. Possess a Single Subject Credential or authorization in Foreign Language.
 - g. Possess a credential or authorization to teach in a TK setting.
 - h. In cases where the preceding criteria do not resolve all ties between Bargaining Unit members, all remaining ties shall be resolved by the date of the earliest clear credential issuance from the California Commission on Teacher Credentialing (CTC).
 - i. Formulated Bargaining Unit members' employee identification (EID) Tiebreaking Criteria:
 - (1) Reverse the last four digits of the Bargaining Unit member's EID number
 - (2) Add the preceding two digits
 - (3) Place the sum of the two digits at the end of the reversed number (Example A below), only using the last digit if it is a two digit number (Example B below)
 - (4) Lowest number establishes seniority

Example A: Employee ID number: 1234567

Step 1: Reverse last four digits: 7654

Step 2: Sum of the preceding two digits: $2+3=\underline{5}$

Step 3: Summed number is placed at the end of the reversed numbers

Formulated Tiebreaker Number: 76545

Example B: Employee ID number: 2674568

Step 1: Reverse last four digits: 8654

Step 2: Sum of the preceding two digits: 6+7=13

Step 3: The last digit of the summed number is placed at the end of the reversed

numbers

Formulated Tiebreaker Number: 86543

- 3. A Bargaining Unit member on a District approved leave of absence shall continue to earn seniority while on leave.
- 46
 A Bargaining Unit member's seniority shall accrue during layoff, in accordance with Ed. Code.

Assignments C.

The District retains the right to assign all Bargaining Unit members, with such assignment based upon the District's program and educational needs.

D. Reassignment

Voluntary Reassignment

- A Bargaining Unit member may file a written request with the site administrator for an assignment change within his/her school. All requests will be given full consideration and resolved in the best interests of all the parties concerned - the Bargaining Unit member, the pupils, the school site and the District.
- b. The Bargaining Unit member will receive written notification concerning the disposition of the request as promptly as possible.
- Primary consideration in such requests shall be the program and educational needs at the site, C. credentials held by the Bargaining Unit member, and experience in teaching specific subject areas. It is the intent of this section to make available opportunities for Bargaining Unit members to expand their knowledge and experiences in a variety of subjects for which they are qualified, at their request.
- d. The District shall provide assistance in moving materials to any new work location. For purposes of this subsection, the term "Assistance" shall mean the provision of a sufficient amount of packing materials and the moving of non-personal and non-site allocated items. Assistance shall include:
 - Boxes and packing materials (1)
 - Assistance shall constitute creating a moving plan with the site administrator (2)
- e. Bargaining Unit members returning from a District-approved leave shall be afforded all rights provided under this section.
- f. A Head Start Bargaining Unit member may apply for a.m. or p.m. change in Head Start by completing a written transfer form and submitting it to the site administrator.

2. **Involuntary Reassignment**

The District reserves the right to reassign a Bargaining Unit member to a position in their credential area at any time if, in its judgment, such reassignment is in the best interests of the District, Opportunities shall be made available for Bargaining Unit members to voluntarily seek a reassignment prior to the implementation of this section. If there are no volunteers, seniority shall be considered by the administrator for purposes of an involuntary reassignment. The administration shall make every attempt to follow personnel practices that will maximize the potential of the Bargaining Unit member and enhance good personnel relations. Reassignment shall not be made arbitrarily or capriciously.

- A conference shall be held with the Bargaining Unit member outlining the specific reasons for their a. assignment and rationale in writing shall be provided the Bargaining Unit member upon request.
- b. Whenever possible, reassignments shall be announced no later than April 30. If a Bargaining Unit member does not receive their reassignment by April 30, a written summary outlining specific reasons for the delay will be provided to the Bargaining Unit member and the MTA Office within ten (10) instructional days. Bargaining Unit members who are reassigned after the beginning of the school year, for program or enrollment needs, shall be given five (5) working days' notice. Bargaining Unit members shall be given one (1) day of release time following the notice period and prior to the first day in the new assignment.
- In the event that notification of a reassignment occurs during summer, the Bargaining Unit member C. shall be entitled to one (1) day release time within the first twenty (20) days of the next school session.
- d. The District shall provide assistance in moving materials to any new work location. For purposes of this subsection, the term "Assistance" shall mean the provision of a sufficient amount of packing materials and the moving of non-personal and non-site allocated items. Assistance shall include:
 - Boxes and packing materials (1)
 - (2) Assistance shall constitute creating a moving plan with the site administrator

E. Transfer

Voluntary Transfer

A Bargaining Unit member who has completed one (1) full school year in the District may apply for a transfer to a different site by completing a written transfer form and submitting it to the Human Resources Division. A Bargaining Unit member shall list no more than three (3) choices in order of preference. To be acceptable, applications shall be submitted no later than April 15 of each school year. All requests will be given full consideration and resolved in the best interests of all parties concerned - the Bargaining Unit member, pupils and District.

47

- b. When a Bargaining Unit member requests a transfer, the Bargaining Unit member's current principal will not have veto power over the transfer. All Bargaining Unit member(s) requesting transfers shall remain on the active transfer list through one (1) week prior to the beginning date of traditional calendar school. Unsuccessful transfer applicants shall be provided upon request, a written explanation for their non-selection. Receiving principals will interview candidates under consideration whenever possible.
- **c.** A Head Start Bargaining Unit member may apply for an a.m. or p.m. change in Head Start by completing a written transfer form and submitting it to the site administrator.
- **d.** Intra-District preference: qualified Bargaining Unit members shall be given preference in filling all certificated Bargaining Unit vacancies as follows:
 - (1) All Bargaining Unit members with the required credential(s) for a vacancy who have completed the transfer request in a timely manner shall be offered an interview.
 - (a) Employees offered interviews shall include, but not be limited to, the six (6) most senior in-District applicants.
 - (b) If two (2) or more Bargaining Unit members with state required credentials for the position apply for the vacancy, the most senior Bargaining Unit members shall be seriously considered to receive the transfer.
 - (2) Bargaining Unit members shall be given twenty-one (21) calendar days to interview.
 - Subject to paragraph a. above, qualified Bargaining Unit members shall be interviewed and considered prior to interviewing other applicants.
 - (4) In the event that a qualified Bargaining Unit member is not granted the transfer, the appropriate administrator shall notify the applicant in writing prior to interviewing other applicants.
- **e.** Bargaining Unit members returning from a District-approved leave shall be afforded all rights provided under this section.
- **f.** Bargaining Unit members with the appropriate qualifications, credentials, and certification shall be given the opportunity to submit a written request to Human Resources transfer to another school site prior to the closing of a program or reduction-in-force.

2. Involuntary Transfer

The District has the responsibility to determine program needs and to establish the necessary staffing to implement the educational program. It has the responsibility to honor contractual obligations to its Bargaining Unit members and to follow the laws governing certificated employment practices. The District shall attempt to follow personnel practices that will maximize the potential of its Bargaining Unit members and enhance good personnel relations. Involuntary transfers of Bargaining Unit members shall only be implemented for just cause and when it is in the best interest of the District's programs and educational needs.

- **a.** Should it become necessary to transfer a Bargaining Unit member(s), the primary consideration in making such an adjustment(s) shall be the program and educational needs at the school(s) concerned. The criteria for establishing the staffing needs for the school(s) program shall also include:
 - (1) Credentialing requirements.
 - (2) Experience in teaching specific subject areas.
 - (3) Teacher in-District seniority. Any Bargaining Unit member who has been involuntarily transferred within the last eighteen (18) months shall be exempt from any involuntary transfer.
- b. After consideration of the above criteria and prior to any transfer, a conference shall be held with each Bargaining Unit member. A written summary outlining the specific reasons for the decision covered in the conference will be provided the Bargaining Unit member upon request. The District shall make every effort to notify a Bargaining Unit member of a pending transfer by May 15. Bargaining Unit members shall be entitled to one (1) release time, upon request, before the actual transfer occurs, and one (1) day release time after the time occurs.
- **c.** The District shall seek volunteers prior to making any involuntary transfer.

d. Closed Sites:

- (1) If a particular site is to be closed, Bargaining Unit member at that site shall be accorded first priority for filling any new or vacant positions at the site or sites in which the pupils at the closing site are being placed.
- (2) Bargaining Unit members for the closed site shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential.
- e. In the event that a transfer may occur during summer, the Bargaining Unit member shall be entitled to one (1) two (2) days release time, upon request, within the first twenty (20) days of the next school session.
- f. Bargaining Unit members who are transferred after the beginning of the school year shall be given five (5) working days notice and one (1) day of release time before the transfer actually occurs, and one (1) day release time after the transfer occurs.
- **g.** The District shall provide assistance in moving materials to any new work location. For purposes of this subsection, the term "Assistance" shall mean the provision of a sufficient amount of packing materials and the moving of non-personal and non-site allocated items.
- h. Bargaining Unit members returning from a District-approved leave shall be afforded all rights provided under this section.

All Bargaining Unit members with the appropriate qualifications, credentials, and certification, shall be given the opportunity to transfer prior to the closing of the program and/or reduction in force.

F. Posting and Advising of Vacancies

- A vacancy is defined as any position that does not have a Bargaining Unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring. A vacancy does not exist when the position has been closed.
- 2. All vacancies shall be posted and remain posted in the Human Resources Office and at all work sites for a minimum of ten (10) days and until the position is filled. The District shall also email notice of the vacancies to the Association and all Bargaining Unit members.
- 3. Support Personnel and other out-of-classroom Bargaining Unit vacancies will be open to all Bargaining Unit members and will be posted at each school site for at least six (6) working days. Bargaining Unit members may request an interview through the Human Resources Office. The appropriate administrator shall make the selection recommendation to the Human Resources Office.
- 4. An interim appointee may be placed in the vacancy by the appropriate administrator for no more than forty (40) days. Under extraordinary circumstances this period may be extended by twenty (20) days.
- 5. The May 15 vacancy list shall be posted at each site no later than May 20 and continued to be posted through the end of the school year.
- 6. Bargaining Unit members being involuntarily transferred will be given priority in placement over any voluntary transfer requests, as well as over newly employed Bargaining Unit members' assignment requests. Whenever possible, the wishes of the individual Bargaining Unit member will be honored to the extent that they do not conflict with program, educational and staffing needs.
- Within the first month of the school year, principals shall request names of Bargaining Unit members interested 7. in any out-of-classroom positions. Those Bargaining Unit members indicating an interest shall be notified if such a vacancy occurs during the school year.
- 8. If a Bargaining Unit member already has a transfer/reassignment application on file, it is not necessary to make a further application in order to be considered for any vacancies for which the Bargaining Unit member has the appropriate credential.
- Effective the 2024-2025 school year, the District seniority list shall be posted at every school site by May 15.

G. Reclassification

Transfer or reassignment to a position commanding a lesser salary will not affect the salary paid to the Bargaining Unit member during the course of a contractual year. All salary adjustments will be made in accordance with the provisions of the California Education Code.

Tentative Agreement Between The Montebello Teachers Association And The Montebello Unified School District

Article XIV. HEALTH AND WELFARE BENEFITS

April 29, 2025

A. Workers Compensation

- 1. The District Workers Compensation Program shall be conducted in accordance with State law. The cost of medical care necessitated by accidents sustained in the line of duty will be paid directly to the attending physician upon submission of appropriate documentation to the District's self-insurance administrator.
- 2. The District shall have the responsibility to see that adequate medical attention is received by an injured worker. The injured worker shall inform the immediate supervisor and file a report to the District designated reporting agency as soon as feasible following the injury or illness. The District shall be responsible for posting reporting information online and at school sites.
- 3. Injured workers will be provided appropriate treatment by District-designated physicians and/or hospitals in our Medical Provider Network unless the injured worker has an accepted predesignated Physician Form on file with the Risk Management Office. It is understood that no claim shall be paid until the proper billing and reporting paperwork is submitted by the predesignated physician.

B. Eligibility for Medical, Dental, Vision, Life Insurance and Employee Assistance Service for Education

- 1. All certificated Bargaining Unit members regularly assigned half (1/2) time or more.
- 2. All certificated adult education and ROP employees whose regular assignment as certified to by the Director of Adult Education is for eighteen (18) or more hours per week.
- 3. All certificated vocational education Bargaining Unit members whose regular assignment as certified by the Assistant Superintendent, Instructional Services, is for twenty (20) or more hours per week.
- 4. All eligible Bargaining Unit members hired prior to August 1 shall receive benefits September 1 and end on August 31. All Bargaining Unit members hired after August 1 shall receive benefits the first day of the month following hire and end on August 31.
- 5. All retirees and/or dependents will apply for part B of Medicare and submit proof to the proper medical insurance carrier three (3) months before their sixty-fifth (65th) birth date in order to maintain their eligibility. Any penalty in district-paid health care premium incurred by the District because of failure by the retiree to comply with this requirement will be passed on to the retiree.
- **6.** The term "Eligible Employee", insofar as qualifying for District insurance premium payment is concerned, shall include the following:
 - **a.** Those who are assigned on a ten (10) school month or a ten (10) calendar month basis. These employees shall be entitled to District payments for summer coverage if they have met the requirements of Item 1, during the preceding June, and otherwise qualify, or if they are employees re-hired during the summer after having served as temporary contract Bargaining Unit members.
 - **b.** Those who are on work related injury or illness leave with or without pay.
- 7. Eligible employees' effective date of enrollment, re-enrollment, or change of enrollment shall be the first of the month following the date the enrollment form was received in the District's Benefits Office.
- **8.** The District's single plan medical insurance coverage shall be provided to a surviving spouse and/or dependents of a District Bargaining Unit member who qualifies for this benefit for a one (1) year period. COBRA provisions shall be placed in effect following this period.

C. MUSD Health and Welfare Benefit Committee

- 1. The purpose of this Committee will be to monitor and coordinate the District's health and welfare program. The goal of the Committee is to maintain and/or improve the employees' benefits/insurance programs while at the same time being cognizant of and/or responsive to the costs of such programs.
- 2. The voting membership of the Committee will be composed of three (3) representatives of the Certificated Bargaining Unit, three (3) representatives of the Classified Bargaining Unit and three (3) District representatives.
 - a. Non-voting advisory members shall include
 - (1) The Payroll and Benefits Supervisor
 - (2) A representative from the Benefits Department.
 - (3) The Executive Director of the Certificated Bargaining Unit.

- (4) The Executive Director or designee of the Classified Bargaining Unit.
- 3. Any and all alterations of the health and welfare benefits program shall be evaluated and decided upon by the Committee. All decisions shall be made by majority vote. Issues of employee eligibility must be approved by the Board.

D. Medical, Dental, Vision, Life Insurance and Employee Assistance Service for Education

If employed on the first (1st) working day of a calendar month, coverage can be effective on that date if a signed application is filed with our Risk Management Department by that date. If employment commences after the first (1st) working day of a calendar month, coverage cannot be effective until the first (1st) day of the following month and then only if application is on file in the Risk Management Department by that date.

Group insurance terminates at the close of the month of resignation or retirement, with the exception of Bargaining Unit members covered under Section G (Retiree Coverage). Application for continued coverage under a conversion plan must be made within thirty (30) days.

1. Medical Insurance

- **a.** The District will continue to offer eligible employees and their dependents medical insurance coverage with benefits provided by each plan substantially identical to that offered during the 1994-95 insurance year.
- **b.** Coverage shall be non-discriminatory for all Bargaining Unit members.
- **c.** Coverage to provide a broader psychiatric benefit at no less than fifty percent (50%) coverage per visit with no less than a maximum cap of one thousand dollars (\$1,000) per year for office visits.

2. Dental and Orthodontia Insurance

The District will continue to offer eligible employees and their dependents dental and orthodontia (dependent only) insurance coverage with benefits substantially identical to that offered during the 1994-95 insurance year.

3. Vision Insurance

Effective October 1995, the Board authorizes the administration to contract with the appropriate carrier for the term of the contract to provide a vision care program equivalent to VSP Plan C (\$10.00 deductible).

4. Life Insurance

- **a.** The Bargaining Unit members' life insurance coverage shall become effective on the first day that she/he is physically present at work.
- **b.** The Board authorizes the Administration to contract with an appropriate carrier for fifty thousand (\$50,000) dollars straight life term insurance for Bargaining Unit members.
- **c.** The Life Insurance shall terminate at the end of the month in which retirement or resignation occurs.
 - (1) Employees on unpaid leave of absence may continue life insurance coverage at their own expense by making the appropriate payment to the District prior to the first day of the month in which coverage would otherwise terminate.
 - (2) Employees must apply for the individual policy and pay the applicable premium within thirty-one (31) days after termination of his/her life insurance. Life insurance will include a conversion privilege.

5. Employee Assistance Service for Education (EASE)

The District will continue to offer eligible employees Employee Assistance Service for Education (EASE) coverage with benefits substantially identical to that offered during the 1994-95 insurance year.

E. Aggregate Insurance Caps

1. The District shall pay \$11,829 per Bargaining Unit member beginning July 1, 2013. Commencing in 2014-2015, the District contribution shall be increased by the percent funded increase of any cost of living adjustment to per pupil funding and any increase to the Local Control Funding Formula. This average cost shall be applied to all eligible Bargaining Unit members. If the committee is able to bring the average cost per eligible Bargaining Unit member below the amount provided herein, such savings shall be placed on a monthly basis in a designated, separate, interest bearing account at the established county rate. A statement of this account shall be made available to the Committee monthly. If the benefits cannot be managed within the aggregate amount allotted, the Committee shall set a level for payroll deduction per month sufficient to fund projected costs in excess of the aggregate cap.

F. Effect of Leave of Absence on Group Medical Insurance

The following shall apply to persons on leave of absence:

1. Sabbatical Leave

Employees on sabbatical leave who have filed a performance bond shall be entitled to District insurance contributions; otherwise, each month the employees may furnish a check to the District prior to the first day of the month for the amount of their insurance premiums.

2. Work Related Injury/Illness Leave

Employees on work related injury or an illness with pay shall be entitled to a District insurance contribution.

3. Pregnancy Leave

Employees on pregnancy leave, as defined in the leave policy, are entitled to a District insurance contribution.

4. Leaves Without Pay

Employees on leaves without pay may furnish the District a check for their premium prior to the first day of the month in order to continue coverage. This coverage may be maintained for the period of their approved leave. COBRA shall be placed in effect at the termination of such leave.

G. Health Coverage for Retirees

Bargaining Unit members who retire from the District, after serving fifteen (15) **full school or calendar** years or more and who will retire under the provisions of the State Teachers Retirement System, shall be provided by the District continual coverage of the Bargaining Unit's group health insurance program until the retiree reaches the age of sixty seven (67). The following guidelines shall be met to implement this program.

- 1. Employees must be at least fifty-five (55) years old or qualify for STRS Disability Allowance.
- 2. Employee must qualify and retire under the California State Teachers Retirement System or qualify for STRS Disability Allowance when leaving the District in order to be eligible. Coverage shall not be provided for a person under another medical program.
- 3. Employees must qualify and retire under the California State Teachers Retirement System or qualify for STRS Disability Allowance when leaving the District in order to be eligible. Coverage shall not be provided for persons under STRS Disability Allowance who are under fifty-five (55) years of age and covered under another medical program.
- **4.** Beginning January 1, 2014, the maximum dollar amount that the District will be required to contribute to this program on behalf of an eligible retiree, shall be nine hundred thirty-eight dollars (\$938) per month. Beginning January 1, 2015, the amount shall be increased equal to the percentage increase to the aggregate insurance cap identified in Section E.
- 5. When the time comes that the premium exceeds the above formula, the retiree, in order to remain eligible for health benefits, shall make a contribution to the District before the effective date of the increased premium of the amount that is the difference between the District contribution and the actual cost of the premium. All retirees and/or dependents will apply for Part B of Medicare and submit proof to the proper medical insurance carrier on or before their sixty-fifth (65th) birth date in order to maintain their eligibility. Any penalty in District-paid health care premium incurred by the District because of failure to comply with this requirement will be passed on to the retiree.
- The District's obligation to contribute to the retiree's health program shall terminate on the Bargaining Unit member's sixty-seventh (67th) birthday.
- 7. Retirees who are not eligible for the above program shall have the option to continue in the health program by making their own contribution equal to the premium through the currently established procedures with the District
- 8. A surviving spouse of a District retiree who qualifies for this benefit shall have the same dollar amount of coverage to continue in a program provided by the District's medical insurance carriers under the following conditions:
 - **a.** Only single plan coverage shall be allowed.
 - **b.** The cost shall not exceed the annual dollar amount limit for the retiree.
 - **c.** The coverage shall extend until either the retiree would have reached sixty-seven (67) years of age or the surviving spouse reaches sixty-seven (67) years of age, whichever occurs first.

H. Federal and/or State Legislation

If during the term of this contract, federal or state legislation is passed which requires a substantial modification of the Health and Welfare Benefits provided by this article which will cost the District \$100,000 or more for all Bargaining Unit members, the District shall have the option to immediately open this article for negotiation. The Association shall

have the option to immediately open this article for negotiati aggregate Bargaining Unit contributions for Health and Wel	on if legislation is passed that has the effect of increasing fare benefits by \$100,000 or more.
Montebello Unified School/District Date	Montebello Teachers Association Date

Tentative Agreement Between The Montebello Teachers Association And The Montebello Unified School District

XVI. LEAVE POLICY

April 29, 2025

A. General

- 1. The Board of Education shall consider individual requests for leave of absence for all purposes other than military service, pregnancy or for health reasons.
- 2. Requests for leave for health reasons shall be accompanied by the physician's recommendation.
- 3. Leave granted under the FMLA shall run concurrently with all other accrued paid leaves.

B. Notice of Request for Leave of Absence

- 1. A request for leaves not covered in this section must be submitted to the Human Resources Offices through the employee's site administrator at least four (4) weeks prior to the beginning date of the proposed leave. The Board may provide exceptions to this limitation.
- 2. If a replacement is contracted prior to the start of the leave, the District is not compelled to retain the employee in a regularly paid assignment during the approved leave period.

C. Notice of Intent to Return from Leave of Absence

- 1. Except as provided in Education Code 44842, an intent to return from leave and resume service with the District must be submitted in writing to the Human Resources Office at least four (4) weeks before the proposed date of return.
- 2. Bargaining Unit members who have been granted a leave of absence under any leave contained in this Article shall notify the Human Resources Office in writing as to their intent to return to employment in the District. In accordance with Education Code 44842, the Bargaining Unit member shall provide notice on the official District form, no later than June 30, of their intent to remain or not remain in the District's service. Failure to give such notice without good cause shall indicate that the Bargaining Unit member has declined employment and employment with the District shall be terminated.

D. Part-Time Employees and Full-Time Employees Employed for Portion of a Year

A part-time Bargaining Unit member under contract shall be entitled to benefits under leave of absence with pay provisions in the proportion that the assignment bears to a full-time assignment. A full-time Bargaining Unit member under contract who is employed for only a part of the year shall be entitled to benefits under leave of absence with pay provisions in the same proportion that the assignment bears to a full year's assignment.

E. Required Physical Examination for Extension/Return from Leave of Absence

The District may require a physical examination by a District approved physician to determine the appropriateness of the request for any leave under this article. A certificated Bargaining Unit member, who is granted a leave of absence, shall be entitled to return to the employment only after, upon request, passing satisfactorily a physicial examination given by a physician employed by the District or by a private licensed physician reporting on a form supplied by the District. The examination shall be made in a two (2) week period immediately prior to return to duty.

F. Length of Leaves

Aside from those leaves legally required by the State of California Education Code, it shall be the policy of the District to limit leaves to a maximum of two (2) years.

G. Sabbatical Leaves

1. Eligibility

Full-time certificated Bargaining Unit members, who have had seven (7) years of consecutive service with the District, may be granted leave of one (1) year for the purpose of travel, projects, and/or study which will benefit the schools and the pupils of the District. Sabbatical leave shall be granted for not less than one (1) semester

nor for more than two (2) consecutive semesters of any one (1) school year. It is recommended that sabbatical leave for one (1) full semester only shall be granted for the second semester of the school year.

2. Application for Sabbatical

Applicants for sabbatical must submit a standard form of application prior to January 15 of the school year preceding the sabbatical leave.

3. Determination of Nominees for Sabbatical

A committee shall be formed consisting of the Assistant Superintendent, Human Resources, or designee and an additional administrator, and three (3) Bargaining Unit members chosen by the recognized certificated employee organizations to act as a board for selection of nominees for sabbatical leave. Recommendations of nominees shall be made on or before March 1. All members of the committee shall receive pertinent information regarding applicants one (1) week prior to the meeting for selection. The committee shall rank all recommended nominations in order of preference using the criteria listed below in Section 4. The number of nominations recommended shall be limited to two percent (2%) of the certificated personnel.

4. Conditions for Determining Nominees

The nomination of candidates for sabbatical shall be governed by:

- **a.** Relative merits of reasons for desiring leave.
- **b.** History or previous leaves (normally priority of selection will be given applicants who have not had a sabbatical leave in the District.)
- **c.** Benefit to the students of the District by the leave.
- d. Seniority.

5. Limitation on Number of Leaves

The Board shall grant sabbatical leaves each year. This shall be announced no later than April 1 of each school year. The Association and the District's Representative shall meet and confer on the exact number to recommend to the Board as a joint agreement.

6. Categories for Sabbatical Leave

a. Sabbatical for Travel

Travel leave is one during which the Bargaining Unit member shall remain in travel status three and one-half (3.5) months for each semester of leave granted. Approval of program shall be given by the Sabbatical Leave Committee, and a formal report shall be made to the Human Resources Office at the completion of the sabbatical leave.

b. Sabbatical for Travel and Study

Travel duration for this Sabbatical must not be less than two (2) months and the study purposes shall outline a program to consist of not less than twelve (12) semester hours of upper division or graduate level work or the equivalent thereof for the duration of the leave.

c. One Semester Sabbatical

Categories for one (1) semester sabbatical shall be the same categories as listed above except the time and requirements shall be one-half (1/2). Request for such leave must meet the same time requirements as full year leaves.

d. Sabbatical for Study or Research

Employees who apply for sabbatical for study purposes shall outline a planned program to consist of not less than twelve (12) semester hours of upper division or graduate level work or the equivalent thereof per semester. Persons who have projects, theses or dissertation requirements for a Master's or Doctor's degree must present a statement from an official of the university or college concerned that the work to be undertaken is equivalent to twelve (12) semester hours of upper division or graduate level university or college work per semester.

Special problems or projects to be pursued individually must have the approval of the Sabbatical Leave Committee who will determine in essence whether the project or problem to be pursued or studied meets the twelve (12) semester hour equivalent status. If appropriate, statements from officials of approved educational institutions may be required, indicating that the project or problem does in effect fulfill the twelve (12) semester hour equivalent status per semester.

Evidence of the successful completion of the work shall be filed with the Sabbatical Committee which may require additional supporting evidence should they so desire.

e. Fellowships or Scholarships

A request for a Sabbatical to accept a fellowship or a scholarship shall be considered on the basis of its current merits and purposes by the Sabbatical Committee. In all cases, however, six (6) semester hours of upper division or graduate level work shall be required each semester.

Evidence of the successful completion of a scholarship or fellowship shall be filed in the form of a transcript, certified by an approved institution, and by a statement, certified by the grantor of the scholarship or fellowship, that all provisions of the scholarship or fellowship were successfully met.

f. Member Initiated Projects

Bargaining Unit members may initiate and design projects that are equivalent in nature to Section6-b, d and e above, and shall be considered on the basis of its current merits and purposes by the Sabbatical Leave Committee. Examples of said member projects shall include but shall not be limited to the following:

- (1) Peace Corps/VISTA
- (2) Community service
- (3) Independent educational research
- (4) Work in the public sector
- (5) Education related training in the private sector.

7. Compensation

The compensation to be paid to the Bargaining Unit member granted sabbatical leave shall be the difference between the Bargaining Unit member's monthly salary and the salary at Step 1, Class B. A Bargaining Unit member, whose salary while on Sabbatical would exceed the highest salary listed on the basic salary schedule, shall be paid fifty percent (50%) of the highest salary listed on the basic salary schedule.

The compensation while on Sabbatical will be paid in the same manner as if the Bargaining Unit member were on duty in the District upon the furnishing, by the Bargaining Unit member, of a sabbatical agreement and a suitable bond indemnifying the District against losses in the event the Bargaining Unit member fails to render two (2) years' service to the District after return from Sabbatical or should the Bargaining Unit member fail to carry out the Sabbatical provisions.

Such bond shall be exonerated and the agreement fulfilled in the event that failure of such Bargaining Unit member to return and render such two (2) years of service is caused by the death or incapacitating physical or mental disability of the Bargaining Unit member.

In the event the Bargaining Unit member does not wish to furnish a bond as described in the foregoing paragraph, the compensation shall be paid in two (2) equal installments during the first two (2) years of service rendered in the employ of the District following the return of the Bargaining Unit member from said Sabbatical.

One-half (1/2) of the total compensation shall be paid at the end of the first five (5) school months of service following return from leave of absence: the second half of the payment shall be made at the end of the first five (5) months of the second school years' service following return from Sabbatical.

8. Retirement

Sabbatical time shall count toward retirement and the annuity contributions shall be collected.

9. Salary Schedule

Absence on Sabbatical leave shall count as a regular period of service and shall not interrupt the Bargaining Unit member's progress on the salary schedule. This provision shall not be retroactive.

10. Assignment Upon Return

At the expiration of the Sabbatical, the Bargaining Unit member shall be assigned to a comparable position, but no guarantee can be given that it will be the same position he/she occupied at the time the Sabbatical was granted.

11. Liability

The Board shall not be held for any liability for the payment of any compensation or damages arising from the death or injury of any Bargaining Unit member while on Sabbatical.

H. Pregnancy Leave

The Board shall provide for leave of absence for any certificated Bargaining Unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth and/or recovery **therefrom**. The length of the leave of absence, including the date on which the leave shall commence and the date on which the Bargaining Unit member shall resume duties, shall be determined by the Board upon review of the recommendation of the Bargaining Unit member's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and/or recovery **therefrom** such conditions are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and/or recovery **therefrom** on the same terms and conditions applied to other temporary disabilities.

Bargaining Unit members on such leave shall be assigned to the same position held prior to absence whenever possible.

Bargaining Unit members, whose expected delivery date will be during the school year, shall notify the Human Resources Office and submit a physician's statement of the expected delivery date at least one (1) month prior to the expected delivery date.

Bargaining Unit members who adopt a child shall be afforded fifteen (15) working days leave of absence upon custody of the child, using sick leave.

Under the California Family Rights Act (CFRA $_{7}$), any Bargaining Unit member who has worked in the District at least twelve hundred and fifty (1250) hours in the twelve (12) months preceding the date the leave would begin is entitled to up to twelve (12) additional weeks of leave following the release from doctor's care or at the end of four (4) months, whichever comes first. This unpaid leave includes all health and welfare benefits.

I. Parental Leave

Eligible Bargaining Unit members with at least twelve (12) months or one complete school year of District service are entitled to parental leave as set forth in this section. The Bargaining Unit member must be eligible for leave under the CFRA, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

- 1. For purposes of this section, "Parental Leave" means leave for the purpose of bonding with the Bargaining Unit member's newborn child, or with a newly placed adopted or foster care child in the Bargaining Unit member's household. Parental leave does not include leave taken for the Bargaining Unit member's disability due to pregnancy, childbirth, or recovery therefrom.
- 2. Bargaining Unit members shall use current and accumulated sick leave for parental leave, for up to twelve (12) work weeks.
- 3. When a Bargaining Unit member with at least twelve (12) months or one (1) complete school year of District service has exhausted all current and accumulated sick leave and continues to be absent on account to Parental Leave, he or she shall be entitled to substitute difference pay, or 50% of the Bargaining Unit members regular pay, whichever is greater, for the remainder of the twelve (12) weeks of leave.
- 4. If possible, the Bargaining Unit member shall give the District at least 30 days advance written notice of his or her intention to use Parental Leave and the anticipated dates of the leave.
- 5. Parental leave must be used within twelve (12) months following the birth or placement of the child. Parental leave must be taken in increments of at least two (2) weeks duration; however, the Bargaining Unit member may take parental leave in increments of less than two (2) weeks on up to two (2) occasions.
- 6. Parental leave under this section runs concurrently with parental (child bonding) leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The total amount of parental leave may not exceed twelve (12) work weeks in any twelve (12) month period.

I. J. Child Care

Upon request, the District shall provide a Bargaining Unit member, who is a natural, foster, or adopting parent, an unpaid leave of absence for the purpose of rearing his/her child. Such leave will coincide with the birth of a child or de facto custody of an adopted or foster child. Beginning with the semester Twelve (12) months shall be allowed for this leave, following the birth or de facto custody of the child. twelve (12) months shall be allowed for this leave.

J.K. Health and Other Leaves of Absence

Requests for leave of absence for health reasons must be accompanied by a medical certification from a health care provider or practitioner of a well-recognized religious sect recommending the necessity of such a leave.

1. Sick Leave of Absence

- a. Full-time certificated Bargaining Unit members assigned for twelve (12) months shall receive full pay for the first fourteen (14) working days absence because of illness or injury during the school year, July 1 through June 30. Sick leave day shall include one-sixth (1/6th) additional assignments.
- b. Certificated Bargaining Unit members assigned for less than twelve (12) months shall receive full pay on the basis of one and two tenths (1.2) day per month for the number of months assigned; that is ten (10) month employees, either calendar or school, shall receive twelve (12) days sick leave per year.

Credit for leave of absence need not be accrued prior to taking such leave by the Bargaining Unit member and such leave of absence may be taken at any time during the school year.

Sick leave not used during any one (1) school year shall be carried forward to the succeeding school year in the form of accumulated sick leave. The amount of sick leave that may be accumulated to the credit of an employee, exclusive of the current year's sick leave, shall be unlimited.

- c. It shall be the obligation of the certificated Bargaining Unit members to develop means that will assure self-discipline in the use of illness leave; however, medical certification by a licensed health care provider or practitioner of a well-recognized religious sect may be requested by an administrator. This would preclude major surgery or prolonged illnesses for which medical certification has already been provided.
- d. Any Bargaining Unit member at his/her option may sell back and be paid for any unused sick leave days for that year at the end of each school year. Payment will be made at the current rate of substitute teacher pay for that year. Sold-back days do not accumulate. Bargaining Unit members, who were first employed by the District subsequent to July 1, 1980, upon resignation from the District, may request to sell back the current year allocation plus ten (10) additional accrued sick days at the substitute teacher rate for the current year.

2. Paid Illness Leave Exhaustion and Difference Pay Limitations

Subject to California Education Code Sections 44977 through 44978.1, the District shall provide to Bargaining Unit members, upon exhaustion of all available and accumulated sick leave, difference pay in accordance with statutory limitations. The calculations for difference pay shall be the Bargaining Unit member's per diem, less one hundred thirty (\$130) dollars per day the sum actually paid a substitute employee employed to fill the Bargaining Unit member's position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. In no event shall the difference pay received by a Bargaining Unit member be less than twenty-five dollars (\$25.00) per day.

- **a.** The amount deducted from a regular Bargaining Unit member's pay because of illness or accident shall not include paid vacation holidays which may be allowed the substitute teacher.
- b. When a regularly assigned contract probationary or permanent certificated Bargaining Unit member is absent from his/her duties and is on a verified medical leave in excess of his current and accumulated sick leave, he shall receive one hundred (100) days of difference pay for a period of not to exceed five (5) school months in any one (1) school year. The one hundred (100) working days at difference pay shall not apply to extended day activities or non-contract duties such as teaching driver training and adult education classes. A Bargaining Unit member who uses any portion of the days herein provided during one (1) school year shall be limited to the balance of the unused days thereafter for the same illness when the leave is continuous. Sick leave, including accumulated sick leave, and the 100 day period shall run consecutively. A Bargaining Unit member shall not be provided with more than 100 days of difference pay per accident or illness. The "same illness" shall be determined by the Bargaining Unit member's attending physician. The Board reserves the right to require supporting medical records be made available to an independent medical examiner for verification.
- c. Whenever a Bargaining Unit member has exhausted all current sick leave, accumulated sick leave, and 100 days of difference pay, due to accident or illness, and the Bargaining Unit member is not medically able to resume duties, the Bargaining Unit member shall, if not placed in another position, be placed on a reemployment list for twenty-four (24) months if the Bargaining Unit member is on probationary status and for thirty-nine (39) months if the Bargaining Unit member is on permanent status. When the Bargaining Unit member is medically able, during the twenty-four (24) or thirty-nine (39) month periods, the Bargaining Unit member shall be returned to employment in a position for which he or she is qualified.
- **d.** Any Bargaining Unit member, at his/her option, may sell back and be paid for any unused sick leave days for that year at the end of each school year. Sold back days do not accumulate.

3. Pro-Ration of Illness Leave Benefits

When an authorized leave of absence reduces regular service to less than a full year, illness leave benefits shall accrue to the Bargaining Unit member on a prorated basis for service rendered.

4. Personal Necessity Leave Using Sick Leave

a. A certificated Bargaining Unit member, serving in a status which entitles him/her to illness or injury leave pay under the provisions of Section 44978 of the Education Code shall, at his/her election, be allowed personal necessity leave with pay within the limits and conditions of this provision. All personal necessity leaves except those related to emergencies shall require written notification to the site administrator prior to the Bargaining Unit member taking the leave. Such notification shall not constitute approval of the leave. The following limits and conditions are placed upon allowing a personal necessity leave with pay:

- (1) An appearance of the Bargaining Unit member as a witness, defendant or litigant pursuant to a subpoena if the absence exceeds the two (2) days set forth in Section M N below (Absence Because of Subpoena).
 - (a) Each date of necessary attendance other than the date specified in subpoena, shall be certified by the clerk or other governmental jurisdiction, and
 - (b) In a case in which a witness fee is payable, such fee shall be collected by the Bargaining Unit member and remitted to the Business Division, and
 - (c) It is expected that a Bargaining Unit member will return to work in cases where his/her services are not required beyond one-half (1/2) day.
- (2) Attendance at the funeral of a close relative or friend.
- (3) Obligations that might be required of a person because of his or her leadership position or membership in professional organizations, youth activities or community organizations.
- (4) Personal business imperative which must be conducted in order to conform with legal procedures or to resolve threats to one's personal assets. Such use shall not be for the purpose of accruing a financial gain.
- (5) Observance of a nationally recognized religious holiday other than those scheduled on the school calendar.
- (6) A post-natal child care leave within fifteen (15) days after the birth of a Bargaining Unit member's child.
- (7) To conduct personal business. [No more than three (3) five (5) cumulative, three (3) consecutive of the nine (9) days allotted for Personal Necessity Leave may be used for personal business]. Prior to taking the leave, except in an unforeseen emergency, the Bargaining Unit member shall request approval on the District Leave Request form no later than 9:00 a.m., two (2) days preceding the first(1st) day for which leave is sought. Any denial of approval must be given to the Bargaining Unit member by noon of the day following the request. The Association shall continue to encourage its membership to be professional in their use of Personal Business Leave.
- **b.** The following limits and conditions are placed upon allowing a personal necessity leave with pay:
 - (1) Nine (9) days per year of current sick leave may be used for Personal Necessity Leave
 - (2) The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
 - (3) Payment for such absence shall be made only upon certification by the Bargaining Unit member's administrator or supervisor that the absence was due to a situation designated as a personal necessity within the meaning of this section. The Bargaining Unit member shall be required to sign, on a form provided, a statement that such absence was due to a personal necessity and indicate the nature of the emergency. Such form shall be approved for payment by the proper administrator or supervisor and shall be filed with the Payroll Department.
 - (4) No more than three (3) five (5) of the nine (9) days allotted for Personal Necessity Leave may be used for Section J K-4a, 7 of this article.
- **c.** Personal necessity leave in excess of nine (9) days shall be allowed under Education Code 44981 only for the following reasons:
 - (1) The death of a member of the Bargaining Unit member's immediate family, as defined under Bereavement leave when the number of days exceeds the limit provided in the District's Bereavement Policy.
 - (2) An accident involving the Bargaining Unit member's person or property not otherwise chargeable to an illness or injury leave or to an industrial injury or illness leave. Such accident must be serious in nature involving circumstances the Bargaining Unit member cannot be expected to disregard and which requires the attention of the Bargaining Unit member during his/her assigned hours of service. Included in this would be imminent danger for the home of a Bargaining Unit member occasioned by a factor such as flood or fire demanding the attention of the Bargaining Unit member during his assigned hours of service.
 - (3) A serious illness or an accident involving the person or property of a member of a Bargaining Unit member's immediate family. Members of the Bargaining Unit member's immediate family shall be deemed to include only parent, sibling, spouse, child, parent-in-law, step-parents, step-children, or any relative living in the Bargaining Unit member's immediate household. Such illness or accident must be serious in nature, involving circumstances the Bargaining Unit member cannot disregard and requiring the attention of the Bargaining Unit member during his/her assigned hours of work.

5. Industrial Accident Leave

Certificated Bargaining Unit members employed in a regular capacity who are absent because of an industrial accident or illness shall, for any one (1) accident, be allowed up to sixty (60) days absence without loss of pay

and without loss of current or accumulated sick leave, during the period of allowed absence, with pay for any reason. Sick leave, vacation time, or other available leave shall be reduced only by the amount of the difference between the total salary of the Bargaining Unit member and the wage loss benefit checks endorsed to the District.

Bargaining Unit members receiving benefits as a result of this policy shall, during the period of injury or illness, remain within the State of California. During the period of time in which the Bargaining Unit member is receiving accident and illness benefits, he/she shall not render services for monetary gain to any person or entity other than the District.

K.L. Bereavement Leave

Any regular certificated Bargaining Unit member shall be allowed a leave of absence on full pay not to exceed five (5) days in each case when such absence is occasioned by reason of death in the immediate family of said Bargaining Unit member. Immediate family shall be deemed to include:

- 1. parent, including foster, step-parent and in-laws
- 2. grandparent. including step-grandparents and in-laws
- 3. grandchild, including step-grandchildren
- 4. spouse and ex-spouse when minor children are involved
- 5. domestic partner
- 6. child, including step-child, foster child, or legal ward
- 7. any relative living in the Bargaining Unit member's household
- 8. child's spouse
- 9. sibling, including step-sibling, and foster sibling.

A similar leave, not to exceed three (3) days, shall be allowed by reason of death of a

- 1. sister-in-law
- 2. brother-in-law

Leave must be used within fourteen (14) twelve (12) calendar days months of said death.

The process of bereavement or death related responsibilities may extend after fourteen (14) six (6) calendar days months of said death. This Agreement shall be flexible to allow the use of any of the five (5) days to be delayed to respond to individual needs.

L.M. Quarantine Leave

Any regular Bargaining Unit member may be paid full salary for up to a maximum of ten (10) school days during any school year when the only reason for absence is caused by an unavoidable quarantine, or when the absence is at the direction of the District because the Bargaining Unit member has been in contact with a contagious disease. Persons requesting pay because of quarantine shall file in the Human Resources Office an exclusion and readmission card issued by the County Health Office.

Specifically, it is not the intent of this policy to cover Bargaining Unit members who are quarantined because of their own personal illness. That matter is taken care of on sick leave. For example, an employee away from work because he/she has contracted measles is presumed to be on sick leave until such time as the physician or health officer releases him/her to return to work regardless of whether or not part of such time is required by law and not by being confined to bed.

M.N. Absence Because of Subpoena

- 1. A Bargaining Unit member may be paid in any school year for time not to exceed two (2) days absence caused by appearance in court in response to any subpoena duly served. The pay for subpoena leave shall be the regular rate of pay for the Bargaining Unit member minus any payment received from the party that issued the subpoena. A Bargaining Unit member requesting pay for subpoena leave shall file a copy of the subpoena in the Human Resources Office; and if a case covers more than one (1) day, a Certificate of the Clerk of the Court shall be filed that the presence of the person at court for the second (2nd) day is required. After the two (2) day limit, Leave Policy, Section J K 4, a(1), Personal Necessity Using Sick Leave, shall apply.
- 2. A Bargaining Unit member will be paid in any school year for absences caused by appearance in court in response to a subpoena duly served when said Bargaining Unit member and/or the District are parties to civil litigation resulting from District business. The pay for this leave shall be the regular per diem rate. A Bargaining Unit member requesting pay for subpoena leave shall file a copy of said subpoena in the Human Resources Office as verification.

N.O. Closing School Because of Epidemic, Natural/Or Man-Made Disaster or Earthquake

- 1. Every regular certificated Bargaining Unit member shall be entitled to full pay and contracted health and welfare benefits when schools are closed during their contractual year, because of an epidemic, natural or man-made disaster, or earthquake.
- 2. If there is not a reduction in revenue/funds to the District as a result of schools closing as described above, Bargaining Unit members will not be required to serve the District for the number of closure days in order to receive full pay and contracted health and welfare benefits.
- **3.** A disaster under this provision shall refer to adverse happenings occurring often suddenly and unexpectedly. A disaster may be caused by human carelessness, negligence, bad judgment, or by natural forces.

O.P. Attendance at Funerals

Under certain circumstances, special consideration should be given to the obligation to attend funerals of relatives of close associates other than those mentioned in the Section K L Policy. The site administrator or division head shall make the determination in such cases and provide for class coverage or work coverage within the building or division.

P.Q. Military Leave of Absence

1. Military Leave Without Pay

- a. It shall be the Board's policy to grant a leave of absence to all Bargaining Unit members for the duration of military service, subject only to presentation of satisfactory evidence of physical and mental fitness to service the District on return from military service. Such absence shall not affect in any way the classification of the Bargaining Unit member. In the case of a probationary Bargaining Unit member, the period of such absence shall not count as a part of the service required as condition precedent to the classifying of such Bargaining Unit member as a permanent District employee, but such absence shall not be construed as a break in the continuity of the service of such Bargaining Unit member for any purpose.
- b. Within ninety (90) days after the honorable discharge of such Bargaining Unit member from the armed forces of the United States of America, he/she shall be entitled to return to the position held by him/her or a similar position at the time of his/her military leave at the salary to which he/she would have been entitled had he/she not been on military leave.
- **c.** The Board will make District payments to the retirement system for those Bargaining Unit members who make their contributions to the system either during or immediately following the period of military service.

2. Military Leave - With Pay

In accordance with Section 395 of the Military and Veterans Code, the Board authorized the payment of compensation to all Bargaining Unit members for the first thirty (30) calendar days of military service providing they have served the District for at least one (1) year. Military service may not be counted as District service in order to meet the required one (1) year of public service if leave is other than temporary. Leaves other than temporary shall apply to the regular Armed Services, as well as Reserves.

3. Temporary Military Leave

- a. Temporary military leave is defined as a leave of absence not exceeding one hundred eighty (180) calendar days, including travel time, for purposes of military training, drills, encampment, naval cruises, special exercises and like activities, as a member of the Reserve Corps or Forces. Prior military service may be counted as a part of the one (1) year of service with the District when application is made for temporary military leave.
- **b.** In all cases, the pay shall not exceed thirty (30) days in any one (1) fiscal year.

4. Extension of Military Leave

It shall be the Board's policy to grant leave of absence without pay to Bargaining Unit members returning from military leave of absence for the following purposes:

- **a.** Continuation of university work under the G.I. Bill of Rights.
- **b.** Resumption of assignment at the beginning of a school year.

Q.R. Exchange Leave of Absence

The Board supports in principle the concept of teacher/administrator exchange programs with other states and countries. The Board, however, reserves the right to consider each request for such an exchange on an individual basis.

R.S. Extension of Vacation Period

All certificated staff covered by this Agreement are expected to be available for the full period of their yearly assignment. Requests for special leaves of absence in connection with established vacation periods or holiday periods will be denied.

S.T. Other Leaves Without Pay

Upon the Superintendent's recommendation and the Board's approval, leaves without compensation may be granted for the following purposes:

- 1. To care for a member of the immediate family who is ill or long-term illness of the Bargaining Unit member
- 2. For voluntary government service or service in an elected public office
- 3. For extended child rearing
- **4.** To teach in a foreign country
- **5.** For other unpaid leaves

The application for such leaves of absence shall be in writing on a District-required form. In addition, a Bargaining Unit member on such leave shall notify the District Human Resources Office by May 1 of the school year as to his/her intent to return to employment in the District. Failure to so notify the District will be considered an official resignation by the Bargaining Unit member.

T.U. Work Experience Leave

Full-time Bargaining Unit members who have had ten (10) years of consecutive service for the Board may apply for a work experience leave from one (1) year minimum to two (2) years maximum. No seniority or service credit will be granted while on such leave. Final approval of the requested work experience leave will be at the Board's discretion and will be based on individual request.

U.V. Catastrophic Leave Bank (CLB)

The CLB is available to all certificated employees.

1. Definitions:

- **a.** "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the certificated employee for an extended period of time and creates a financial hardship for the certificated employee because he or she has exhausted all of his or her sick leave and difference pay.
- **b.** "Eligible leave credits" means sick leave accrued to the donating certificated employee.
- **c.** "Sick leave" refers to current and accrued days wherein the certificated employee receives full compensation.
- **d.** "Difference pay" refers to the certificated employee's entitlement to up to 100 additional days of sick leave as referenced in **J K** 2.
- e. "Statutory period of extended sick leave benefits" refers to current, accrued and difference paid days.

2. Difference Pay Credit

- **a.** Eligible leave credits may be donated to a certificated employee for a catastrophic illness or injury if all of the following requirements are met:
 - (1) The certificated employee who is suffering from a catastrophic illness or injury, or his or her duly authorized representative, requests that eligible leave credits be donated and provides verification of catastrophic injury or illness with medical verification as required by the District.
 - (2) The District determines that the certificated employee is unable to work due to catastrophic illness or injury.
 - (3) The certificated employee has exhausted all accrued paid leave credits.
 - (4) The certificated employee has made the minimum donation to the CLB.
- **b.** If the transfer of eligible leave credits is approved by the District, any certificated employee may, upon written notice to the District, donate eligible leave credits at a minimum of one (1) day and in daily increments thereafter.

3. Donations to the CLB

Eligible leave credits may be donated to the CLB within the conditions and restrictions outlined below:

- **a.** Participation in the CLB is voluntary.
 - (1) Any certificated employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) day.
 - (2) Any certificated employee may elect automatic annual deduction, if eligible.
 - (3) Certificated employees who elect not to join the CLB upon first becoming eligible have a waiting period of sixty (60) days after joining the CLB (making a deposit) before becoming eligible to withdraw from the CLB.

- **b.** Deposits of sick leave into the CLB are irrevocable and such deposits shall be coordinated by the Association.
 - (1) Donations may be made by certificated employees from July 1 through November 15. Donations made after November will not entitle donor to eligibility for that year.
 - (2) The Association may request deposits of sick leave into the CLB at other times during the year should the total number of sick days in the CLB fall below 60 days.
 - (3) A deposit to the CLB shall be a general donation and shall not be donated to a specific individual for his/her exclusive use.

4. Catastrophic Leave Bank Administration

- **a.** The Association shall have the responsibility for approving or denying the request in total or any portion thereof, and communicating its decision, in writing, to the requesters and the Business Office within ten (10) days of the Association's receipt of the request.
- **b.** All decisions of the Association are final and shall not be subject to appeal, or subject to the grievance provisions of the Agreement.
- c. The Association's authority shall be limited to administration of the CLB. The Association shall approve all properly submitted requests in compliance with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- **d.** By January five of each school year, the District shall notify the Association of the following:
 - (1) The total number of accumulated days in the CLB following the November CLB enrollment period.
 - (2) The number of days contributed by certificated employees for the current year,
 - (3) The names of participating certificated employees,
 - (4) The total number of days available in the CLB.
- e. The District shall provide interim reports within thirty (30) days of the Association's request.
- f. The Association shall notify the District no later than June 30 of each year of a donation holiday for the ensuing year. All Bargaining Unit members who donated to the Catastrophic Leave Bank (CLB) in the previous year will continue as participants in the CLB during the ensuing year and not donate a day to the bank. This will be considered a "donation holiday."

5. Withdrawals from the CLB

- **a.** The use of the CLB shall only be available to those certificated employees who have made the minimum annual deposit during the current contract year.
- **b.** The withdrawal request must be in writing to the Association President, with a copy to the Business Office, and include the following details:
 - (1) Written verification of the catastrophic illness or injury with medical verification as required by the District:
 - (2) The specific number of days being requested.
- **c.** Catastrophic sick leave shall begin upon the exhaustion of the statutory period of extended sick leave benefits. Upon the Association's approval, the certificated employee shall receive salary payment, subject to the limitations contained within this Article.
- **d.** Any days approved by the Association that are unused by the certificated employee shall be returned to the CLB upon the certificated employee's return to work after the illness.
- **e.** Days shall be donated and withdrawn from the CLB without regard to the daily rate of pay of any participant.
- **f.** The Business Office shall verify that the individual requesting the withdrawal has exhausted the statutory period of extended sick leave benefits.
- **g.** Withdrawals from the CLB may be granted by the Association in units of no more than twenty (20) days.
 - (1) Participants may request extensions of additional grants.
 - (2) The maximum withdrawal of leave credits for any individual in a given fiscal year shall not exceed sixty (60) days.
- h. The requester's situation shall be held confidential by the Association and the District. In no event will more than two hundred twenty (220) days be withdrawn from the CLB during any school year.
- i. Catastrophic leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following year after extended sick leave has been exhausted in said year, but in no event longer than three (3) consecutive calendar months following the start of the leave.
- j. If a certificated employee is asserting any claim for any statutory or contractual entitlement or benefit, including, but not limited to, disability, family leave, social security, worker's compensation, the claimant may be entitled to apply for CLB days provided the claimant agrees upon receipt of such entitlement or benefits, to reimburse the District for funds advanced under the CLB to the extent of such statutory or contractual entitlements or benefits received. Any certificated employee with a statutory or contractual

- entitlement or benefit claim will be required to sign a form developed by the Human Resources Office encompassing the terms mentioned herein.
- **k.** When the Association may reasonably presume that the applicant for a draw may be eligible for a disability award or a retirement under STRS or, if applicable, Social Security, the Association may request that the certificated employee apply for disability or retirement.
 - (1) Failure of the certificated employee to submit a complete application, including medical information provided by the certificated employee's physician, within twenty (20) days of the request shall disqualify the certificated employee for further CLB leave days.
 - (2) Any request for additional medical information for STRS or Social Security shall be answered within ten (10) days or the certificated employee's entitlement to CLB leave days will cease.
- I. Participation in the CLB is completely voluntary on the part of both donors and applicants. In order to participate in the CLB, the certificated employee must waive any and all claims against the District and/or Association arising from the administration of the CLB by signing a waiver and release which reads as follows:

As a requirement of, and as consideration for my participation in the Catastrophic Leave Bank, I, (name), hereby waive and release any and all claims I may now have, or may have in the future, know or unknown, against the Montebello Unified School District, and/or the Montebello Teachers Association in connection with the administration of the Catastrophic Leave Bank.

V.W. Jury Duty

Certificated employees who make every attempt to reschedule jury duty to a break period, will receive one (1) day of paid jury duty upon presentation of confirmation of jury service.

Montebello Unified School District

Date

OH-29-2015

Montebello Teachers Association

Date

Tentative Agreement Between The Montebello Teachers Association And The Montebello Unified School District

XVII. SAFETY, SECURITY AND GENERAL WORKING CONDITIONS Employee Occupational Safety, Security and Health Policy

April 29, 2025

A. INTENT

- 1. The personal safety, security and health of each Bargaining Unit member is a primary concern of the Board and Administration and is of the highest priority.
- 2. To the greatest degree possible, management will provide and maintain safe working conditions and equipment at all times, and conduct continuous employee education and training in development of safe attitudes and practices. Management will comply with standards prescribed by applicable state and local laws and regulations affecting employee safety, security and health. Safety must always be a part of and equal to any educational function or work performed.
- 3. The objective is a safety, security and health program that will reduce the number of disabling injuries and illnesses to a minimum; not merely in keeping with, but surpassing, the best experience of other school districts similar to ours. The goal is zero accidents and injuries.
- 4. A safety, security and health program conforming with the best practices of the California Occupational Safety and Health Act of 1973 will be maintained. To be successful, such a program must embody the proper attitudes toward injury and illness prevention on the part of the Board, administrators, supervisors and Bargaining Unit members. It also requires cooperation in all safety, security and health matters, not only between supervisor and Bargaining Unit member, but also among each Bargaining Unit member and his/her fellow workers. Only through such cooperative effort can a safety record in the best interest of all be established and preserved.

B. Site Safety Committee

- 1. A Site Safety Committee shall continue to function in accordance with the District Injury and Illness Prevention Program (April, 1992) unless in conflict with the provision of this article. In the case of a conflict, the terms of this article shall apply.
 - **a.** The role of the Site Safety Committee is to oversee, monitor and evaluate all safety, security, and health conditions at the site.
 - **b.** It shall be the principal's responsibility to convene a Site Safety Committee no later than September 30 of each school year. The composition of the Site Safety Committee will be in accordance with Education Code Section 32281.
 - (1) The Principal or principal's designee
 - (2) MTA elected Representative
 - (a) The Bargaining Unit member will be compensated fifty (\$50) dollars per hour, for time beyond the board day, no more than 10 hours per school year.
 - (3) One (1) parent whose child attends the school, or an adult student in an educational setting
 - (4) One (1) CSEA Representative assigned to the site.
 - (5) Other members, if desired by the Committee
 - **c.** The members of the Site Safety Committee shall elect their chairperson or co-chairpersons.
 - d. Each school site shall be reviewed bi-annually (no later than the third and seventh month of the school year) to identify those areas that the Committee believes need to be corrected for the safety of Bargaining Unit members and their property, i.e., appropriate lighting, staff parking and building safety. The Site Safety Committee shall consider all points of view and shall solicit the advice and counsel of parent organizations, employee groups and other interested parties, including the existing School Site Council. The Site Safety Committee may solicit the advice and expertise of outside agencies responsible for the safety, security and health of the community. All Site Safety Committee meetings are open meetings.
 - **e.** An action plan regarding the individual site shall be made available to the site staff at the completion of the above review.

- f. A standard action plan template shall be made available and shall be distributed to all sites within fifteen (15) days of Association approval. Each Site Safety Committee shall annually submit its report to the District Comprehensive School Safety Committee by November 1. The Schools Physical Environment: A Physical Security Survey shall be reviewed and updated by April 1.
 - Upon submission of this report the District Comprehensive School Safety Committee shall review the report no later than the fifth and ninth month of the school year. Any member of a Site Safety Committee may request an inspection of the site by the District Comprehensive School Safety Committee. The inspection shall be conducted within 30 days of the request.
 - (2) The District Comprehensive School Safety Committee shall give written feedback on the action plan to the Site Safety Committee within 15 days of the request.
- g. The District Comprehensive Safety Committee shall submit each action plan to the Board of Education no later than March 30.
- h. The District Site Safety Committee shall be comprised of the following members
 - (1) One (1) representative selected by the Association
 - (2) One (1) school police officer
 - (3) One (1) representative of the Pupil & Community Services Division
 - (4) One (1) representative of the Risk Management Department
 - (5) One (1) representative of the Maintenance and Operations Department
 - (6) One (1) CSEA member
 - (7) One (1) District Safety Officer
 - (8) Other members if desired by the Committee
- **2.** The safety, security and health program shall include:
 - a. Conducting a program of safety, security and health inspections to find and eliminate unsafe working conditions or practices; to control safety, security and health hazards, and to comply fully with the safety, security and health standards for every job.
 - **b.** Training all Bargaining Unit members in good safety, security and health practices.
 - **c.** Providing necessary personal protective equipment and instructions for its use and care; providing mechanical and physical safeguards to the maximum extent that is possible.
 - **d.** Developing and enforcing safety, security and health rules, requiring that Bargaining Unit members cooperate with and obey these rules as a condition of employment.
- 3. The District shall demonstrate the District's warning system along with proper procedures for complying with the warning bells to all Bargaining Unit members. Such demonstration(s) shall be held either at District wide inservice prior to the beginning of student instructional days or at school sites by September 30th.
- **4.** Safety procedures specific to a site shall be communicated to each Bargaining Unit member assigned to the site by the site administrator or designee.
 - **a.** Investigating, promptly and thoroughly, every accident to find out what caused it and to correct the problem so that it will not happen again.
 - **b.** Setting up a system of recognition and awards for outstanding safety, service or performance.
 - **c.** All work orders and repairs dealing with health, safety and security conditions shall receive immediate priority.
- **5.** The responsibilities for safety, security and health are shared by the District Safety, Security and Health Committee, the Site Safety Committee and all employees of the District.
 - a. Site administrators shall give consideration to the Site Safety Committee's report in making necessary arrangements for the safety, security and health of staff and students when extended day activities are held and these hazards exist. The District shall comply with these arrangements. The site administration shall notify the staff in writing of the necessary arrangements that will be taken to provide safety and security prior to such events.
 - b. The employer is responsible, and accepts the responsibility, for leadership of the safety, security and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe, secure and healthy conditions. The safety, security and health program is an integral part of the management system and accident prevention is a primary responsibility of management. The District Safety, Security and Health Committee, with the assistance of the Director of Risk Management shall recommend safety policies, accident prevention awareness methods and shall evaluate the effectiveness of occupational safety, security and health programs. The Association may choose two Association members to serve on the District Safety, Security and Health Committee, chaired by the Director of Risk Management. Site administrators are responsible for the establishment of safety, security and health committees and for implementing the safety, security and health program in their schools. They are responsible for promptly reporting injuries, obtaining required medical treatment, investigating accident causes, correcting hazardous conditions and assisting with Bargaining Unit member rehabilitation.

c. Bargaining Unit members are responsible for complying with all rules and regulations and for continuously practicing safety while performing their duties. Each Bargaining Unit member has the additional responsibility of reporting hazardous conditions to his/her site administrator or to the District Safety, Security and Health Committee. The District will develop a form to report hazardous conditions. This form will be submitted to the District Safety, Security and Health Committee and a copy will be submitted to the Association. The District has the responsibility of timely action in response to these reports. With complete Board, administrative and Bargaining Unit member support of accident prevention efforts, no Bargaining Unit member of the School District need become an accident victim.

C. Illnesses and Injuries

- 1. Procedures for prompt attention to injuries shall be utilized with medical controls to ensure that no injured Bargaining Unit member returns to work unless he/she is fit to perform his/her duties.
- 2. Procedures shall be established for the rehabilitation and return to work of injured Bargaining Unit members.
- 3. Tuberculin Testing
 - **a.** The District shall notify Bargaining Unit members at least two (2) months prior to the expiration of their tuberculosis clearance and the resultant need for retesting.
 - b. The District shall provide for a Mantoux Skin Test as an alternative to x-ray tuberculosis screening. During the school year, the District will provide an opportunity for Bargaining Unit members to take a Mantoux Skin Test. These will be offered once at a school site in the northern part of the District and once at a school site in the southern part of the District. Adequate nursing staff will be available to administer testing and to read results in a timely and scheduled manner. A fee equivalent to the District cost will be paid by Bargaining Unit members who are tested at one of the District sites.

D. Infectious Diseases

For all elements of Section D. Infectious Diseases, the District shall follow the guidelines set by the California Department of Public Health/Los Angeles County Department of Public Health in place at the time for PPE, Hand Washing and Communication. The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines.

1. Personal Protective Equipment and Personal Safety

- a. The District shall provide PPE per the guidelines set by the California Department of Public Health/Los Angeles County Department of Public Health in place at the time to all Bargaining Unit members for every day that Bargaining Unit members are required to report to school sites.
- b. In-lieu of using District-provided PPE, Bargaining Unit members may bring their own PPE so long as the PPE complies with California Department of Public Health/Los Angeles County Department of Public Health guidelines and provides equivalent protection to the PPE provided by the District.

2. Hand Washing Requirements: Hand sanitizer and/or hand washing locations shall be provided for all personnel.

- **a.** Every room with a sink shall be stocked with soap and adequate hand drying system.
- **b.** Every classroom shall be provided hand sanitizer.
- c. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff or students are on campus.

3. Communication

- **a.** The site administration will be responsible to inform all site Bargaining Unit members of each positive case of infectious disease exposure within 24 hours of the confirmed positive.
- **b.** The site administration will be responsible for sending a General Exposure Notice via digital or other accessible form of communication.
- c. The site administration will be responsible for identifying, calling, and sending Exposure Notice to all close contacts.
- **d.** Bargaining Unit members will be notified by an administrator of quarantine leave (duration, return procedure, and leave options).
- e. The District shall furnish the staff and students with a quarantine guide.

E. Working Conditions

1. Indoor Air Quality

- **a.** The District shall follow the guidelines set by the California Department of Public Health/Los Angeles County Department of Public Health in place at the time, for indoor Air Quality.
- 2. Each year, the District shall perform those asbestos tests which are required by state and federal law.
- **3.** All heaters and heating systems shall continue to be inspected on a yearly basis. The District will correct any systems found to be faulty. A yearly report indicating inspection dates, results and corrections will be on file at each school site by the beginning of each school year.

4. Safety and Cleanliness Requirements

- **a.** Members shall not perform tasks that will endanger their health, safety, and that do not fall under their contractual responsibilities.
- **b.** Adequate nursing facilities and supplies will be made available for school nurses to carry out their assignments and are to be maintained and adequately supplied.
- **c.** Workrooms for Bargaining Unit members, that do not double as lounges, shall be provided at all new construction sites and are to be maintained and adequately supplied.
- **d.** The cleanliness of each facility shall remain a high priority with the District.
- e. Staff restrooms shall be maintained and adequately supplied on a daily basis.
- f. Upon notification and as soon as practicable, the District shall eliminate or correct any unsafe or hazardous conditions. A log of submitted work orders with update and final outcomes will be maintained and available upon request.

F. Security

- 1. Evening and Weekend Activities
 - **a.** At all site administrator-approved contests, performances and evening activities an administrator shall be available to staff members at each site upon request.
 - **b.** Procedure for notification of Bargaining Unit members of emergencies during evenings required under Hours and Assignments, Article IV, will be the responsibility of the site principal.
- 2. A representative or representatives from the District and the Association will meet and study the feasibility, costs and timetable for implementation of some phone system to meet the needs intended. A written report will be made to the District and the Association of such study.
- 3. Except for official arrival and departure times, the site Safety Committee will recommend to the site administrator the number and location of access points on the school site during the instructional day.
 - **a.** The Site Safety Committee may recommend a process whereby campus visitors check in through the office and are provided authorized badges.
 - **b.** Except for official arrival and departure times no person, except District employees, may be on campus without having checked with the office.
 - **c.** The Site Administration is responsible for reporting to the staff the access points to the site and the visitor check-in procedures on a yearly basis.
- **4.** The District will continue to install lock guards on outside access doors.
- **5.** The District will continue to provide necessary and adequate campus supervision and/or District security personnel for safety and security.

G. Vandalism and Theft

- 1. Bargaining Unit members' claims of loss of or damage to personal property caused by a District Bargaining Unit member shall be reviewed by the self-insurance administrator or liability insurance company staff as applicable. Claims shall be submitted only on the authorized claim form.
- 2. Bargaining Unit members shall be reimbursed for damaged, destroyed, stolen or vandalized vehicles, personal property and personal equipment as provided below. Losses under fifty dollars (\$50) shall not be reimbursed. The loss must be occasioned through no fault or negligence of the claimant. Claims shall be limited to non-reimbursed losses and are further limited to the applicable deductible in any insurance policy held by the Bargaining Unit member which applies to the loss. The aggregate of all payments made pursuant to this section shall not exceed fifteen thousand dollars (\$15,000) in any fiscal year. This section shall not be applicable for losses occurring during Summer recess periods at Traditional calendar schools and during off track periods of time in excess of three weeks at Year Round schools, or when a Bargaining Unit member is on leave of absence. Claimants shall file a claim with Risk Management within twenty (20) days of the date of the loss on a District approved form. The form shall be signed under penalty of perjury and contain evidence of loss as provided below. Reimbursement is limited to repair or replacement but in no case will be in excess of actual cash value. In the event the claimant receives payment from the District pursuant to this section, the District shall have the right of subrogation against those who caused the loss to the extent of its payment.

a. Vehicles

Vehicle losses are subject to reimbursement only if the vehicle is parked in the Bargaining Unit member parking lot or other designated area and there is probable cause to believe that the loss occurred through acts of a student of the District. In no case shall the reimbursement exceed five hundred (\$500) for vehicles. The claim shall be accompanied by one written estimate of the value of the loss except if the claim is for more than two hundred fifty dollars (\$250.00) and the estimate is not from a vendor authorized by the Bargaining Unit member's insurance company for the repair. In such case two written estimates of the value of the loss shall be submitted. All estimates shall be submitted prior to payment of the claim.

A police report shall be filed prior to filing the claim. Payment will be made upon presentation of a paid repair receipt.

b. Personal Equipment

Personal equipment is subject to reimbursement only if the loss was occasioned by the unlawful forced entry of another into the classroom, or theft of the equipment by a student. The maximum claim shall be limited to two hundred fifty dollars (\$250). To be eligible for reimbursement, the Bargaining Unit member must complete a District Personal Equipment Authorization form when the equipment is brought to school. This form shall be made available to the Bargaining Unit members and shall be provided to the Association by July 1 of each year. The item must be accurately described and include the original date of purchase and purchase price. This form must be signed by the site administrator prior to the date of the loss for the item to be included under this section. A police report shall be filed prior to filing the claim.

c. Personal Property

Personal Property is subject to reimbursement only if the loss was occasioned by a Bargaining Unit member/student collision, the Bargaining Unit member breaking up a student altercation in self defense from a student, or theft of the property by a student of the District. The maximum claim shall be limited to two hundred fifty dollars (\$250). A police report shall be filed prior to filing the claim.

d. The Grievance procedure (Article XI) shall be applicable only as it relates to the value of the loss. The denial of a claim and the refusal by a site administrator to sign the Personal Equipment Authorization form is not grievable.

e. Definitions:

- (1) Loss: damage, theft or destruction of vehicles, personal property and/or personal equipment of the claimant.
- (2) Personal Equipment: that equipment currently valued in excess of fifty dollars (\$50) that has advance written approval by the site administrator for use in the schools or offices.
- (3) Actual Cash Value: fair market value at date of purchase less depreciation.
- (4) Personal Property: medical apparatus and/or mechanically necessitated equipment worn, carried or used by the Bargaining Unit member during work hours.

H. Earthquake and Fire

- 1. For safety and security reasons, newly constructed classrooms will have the number of exits that are required by state and federal regulations.
- 2. An adequate supply of emergency earthquake kits with a current shelf life shall be provided at each school site.
- **3.** The District will provide information to Site Safety Committees regarding earthquake and fire plans. This information will serve as a guide in the development of site evacuation plans.
- **4.** Based upon the information in G3 above
 - **a.** The Site Safety Committee shall develop a site evacuation plan.
 - **b.** Following the required drills the site evacuation plan shall be evaluated and altered, if necessary.
 - c. The site evacuation plan is subject to the approval of the District Safety, Security and Health Committee.
 - **d.** The Education Code provides that earthquake drills be held at least once each quarter in grades TK-8 and once each semester in grades 9-12.

I. Emergency Phone Information

- 1. In an emergency the District phone system recorded message shall be immediately changed and made pertinent to the particular emergency situation, i.e. earthquake, fire, flood.
- 2. In a particular emergency each school site shall make an attempt to have designated personnel to receive calls and dispense information. The District will provide information as necessary regarding earthquake and fire plans.

J. Pupil Transportation

1. No Bargaining Unit members shall be required to transport pupils in private vehicles.

K. Asbestos Removal

1. The District shall notify the Association of any identified presence of asbestos and provide an outcome of remediation.

L. Security cameras/recording/monitoring Devices

The District shall not use surveillance cameras as the primary basis to monitor the performance of Bargaining Unit members. In the circumstance when the footage reviewed suggests that a Bargaining Unit member may have been engaged in an egregious act, such as vandalism or criminal activity, the footage may be used for investigatory purposes.

Lepun Pangue 04-29-20 25

Montebello Unified School District

Date

Montebello Teachers Association

Date

Memorandum of Understanding

Between

Montebello Unified School District

And

Montebello Teachers Association

Article XX. B. COMMUNITY SCHOOLS

October 17, 2024

- 1. The District commits to establishing and maintaining Community Schools, by way of the following pillars:
 - a. Integrated student services
 - b. Extended/Expanded learning time and opportunities
 - c. Family and community engagement
 - d. Collaborative leadership and shared decision making
- 2. The District will work collaboratively with the Association, school and parent communities to conduct needs assessments and gap analysis for schools being considered for the California Community Schools Partnership Program: Implementation Grant.
- 3. MTA and the District will choose an even number of representatives to collaborate regarding the make up of the Community Schools Steering Committee (CSSC).
- 4. Recommendations regarding the District-wide implementation, expansion, and maintenance of the Community Schools program shall be made by the CSSC. The CSSC will receive collaborative support from the Associations, District, students, parents, and community partners. The CSSC committee shall be formed no later than May 2023. The committee appointees may comprise community, certificated and classified members, parents, MTA representation, CSEA representation, Student Services, and Educational Services representation.
- 5. The CSSC shall guide the process by which schools apply for the California Community Schools Partnership Program: Implementation Grant.
- 6. For the 2024-2025 school year, the School Site Council of each school awarded the grant will be requested to serve on the Community Schools Site Team (CSST) and fulfill this role upon agreement.
- 7. The District shall establish and maintain a Site Community Schools Academic Support (SCSAS) position who is a grant funded Teacher on Special Assignment (TOSA). The TOSA Site Community Schools Academic Support position shall be:
 - a. Recognized as a Certificated Bargaining Unit member (Montebello Teachers Association).
 - b. Selected by the Community Schools Site Team.
 - i. For the 2024-2025 school year, Montebello High School and Bell Gardens High School will each have a grant funded full time TOSA Site Community Schools Academic Support position and shall be defined as "Support Personnel" in Article III.
 - ii. For the 2024-2025 school year, Applied Technology Center (ATC) and Vail High School will each have one (1) grant funded period of classroom release time to support the California Community Schools Partnership Implementation Grant. The Community Day School will have one (1) grant funded period of classroom release time, if grant funds permit, to support the California Community Schools Partnership Implementation Grant.
 - a. The grant funded release periods will be filled by a Classroom Teacher.
 - b. The CSST may add more grant funded release periods as needed and aligned with the site Needs and Assets Assessment.
 - c. These three (3) CSSTs will have the option of pooling resources to share a Full Time Equivalent (FTE) TOSA SCSAS to service these three schools.
 - 6. 8. If grant funds are awarded all schools selected for the California Community Schools Partnership Program: Implementation Grant, shall receive funding each year of implementation based on funding guidelines of the grant.
 - 7. 9. Whenever possible, no school designated a Community School shall be subjected to reconstitution, closure, charter co-location, or renewal of a charter co-location.
 - 8-10. Should the District be awarded the California Community Schools Partnership Program: Implementation

Grant, the District agrees to further negotiate this article within 30 days upon receipt of the CCSPP grant implementation funds.

11. MUSD and MTA mutually agree to negotiate on an annual basis through the life of the California Community Schools Partnership Implementation Grant.

12. MUSD and MTA mutually agree to include the language in this MOU in the Collective Bargaining Agreement as Article XX. B. Community Schools.

Montebello Unified School District

Data

Montebello Teachers Association

Data