

**2022-2025  
Collective Bargaining Agreement  
Between**

**MONTAGUE CHARTER ACADEMY**

**&**

**UNITED TEACHERS LOS ANGELES**

**Final Reopener 2024-2025  
Expires June 30, 2025**

The Agreement

THIS AGREEMENT is made and entered into by and between the Governing Body of Montague Charter Academy and United Teachers Los Angeles, which together with its administrative staff and representatives will be referred to as UTLA or the Union and MCA.

The term of the Agreement shall be three (3) years effective from July 1, 2022 and expires June 30, 2025. The parties shall reopen Compensation, Health Benefits, and two (2) articles of their choosing during the 2023-2024 and 2024-2025 school years.

**FOR UTLA:**

**Signed:**

DocuSigned by:  
*Laura Cardilino*  
89258A7148C0425...

10/16/2024

**Laura Cardilino**

**Date**

**Bargaining Chair**

DocuSigned by:  
*Emeline Mendez*  
CE0495E8477E40C...

10/17/2024

**Emeline Mendez**

**Date**

Signed by:  
*Randi Lake*  
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10/16/2024

**Randi Lake**

**Date**

Signed by:  
*Cynthia Ochoa*  
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10/16/2024

**Cynthia Ochoa**

**Date**

DocuSigned by:  
*Hong Bui*  
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10/16/2024

**Hong Bui**

**Date**

**Chief Negotiator**

**FOR MONTAGUE CHARTER ACADEMY:**

**Signed:**

DocuSigned by:  
*Jose Salas*  
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10/18/2024

**Jose Salas**

**Date**

**Executive Director**

Signed by:  
*Roger Scott*  
988CAD22F4134DB...

10/21/2024

**Roger Scott**

**Date**

**Legal Counsel**

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## **ARTICLE 1**

### **RECOGNITION**

MCA recognizes UTLA as the sole and exclusive representative of all certificated staff, excluding all day-to-day substitutes who were paid fewer than 100 days during the preceding school year and all supervisory, managerial and confidential employees of MCA.

## **ARTICLE 2**

### **BOARD/CHARTER SCHOOL RIGHTS**

- 2.1** It is understood and agreed that except as modified, abridged, and/or waived by this Agreement, MCA retains all of its powers and authority to direct, manage and control its operations to the full extent of the law.
- 2.2** The provisions of this Article are not intended to expand the rights of MCA beyond statutory or constitutional limits, nor beyond the authority of the Charter, nor in any manner waive or diminish the rights of UTLA or unit members.
- 2.3** The exercise of MCA's rights shall be limited by the provisions of this Agreement and MCA's Charter.
- 2.4** UTLA retains its right to negotiate any mandatory subjects of negotiations not addressed by provisions of this agreement.
- 2.5** UTLA retains consultation rights with MCA under Government Code section 3543.2 to matters beyond the scope of negotiations.

## **ARTICLE 3**

### **UTLA RIGHTS**

#### **3.1 Access**

3.1.1 Consistent with legal requirements, any authorized UTLA representative (“Representative”) shall have the right of access to MCA’s facilities including employee mailboxes and bulletin boards (designated for UTLA use) in the employee lounges. Upon arriving on the work site, the Representative shall notify the administration of his/her arrival and comply with any and all visitor requirements applicable to all other campus visitors.

3.1.2 UTLA Representatives shall not in any way interrupt any employee’s duties or assignments. The Representative may contact employees before and after employees’ hours of service and during lunch and duty free periods.

#### **3.2 Communication & Distribution of Material**

3.2.1 UTLA shall have the right to post notices in the following locations: (1) on the inside of the door to the Main Office located at the teachers’ workroom entrance, and (2) in the designated space in the Copy Room and (3) on a UTLA designated bulletin board in the Lunch Room. MCA shall continue to provide a bulletin board for UTLA’s exclusive use at each work site where unit members are assigned.

3.2.2 UTLA shall be permitted to communicate with employees through mailboxes and email accounts.

#### **3.3 Recruitment**

MCA shall provide UTLA with an opportunity to address new employees at a mutually agreeable time during their orientation period.

#### **3.4 Meetings**

Consistent with School policy, MCA shall permit UTLA to use building facilities for meetings and workshops.

#### **3.5 Release Time for Negotiations**

Up to four (4) negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for purpose of attending negotiation meetings with MCA and for the purpose of attending related caucus meetings in preparation for such negotiations. UTLA and MCA may agree that additional employees shall receive such released time.

### **3.6 Release Time at UTLA Expense**

- 3.6.1 At UTLA expense, UTLA may request the release of designated unit members from their regular duties with no loss of pay for no more than thirty (30) days of leave (total for the bargaining unit) for the purpose of attending local, state, or national workshops, subject to the following conditions:
- A. The unit members utilizing the leave must give written notification to the Principal or designee in advance of the leave.
  - B. The unit member must arrange for a suitable substitute according to MCA procedures.
  - C. Such leave will not be utilized on days when special events or special duties require the specific presence of that individual unit member.
  - D. UTLA shall reimburse MCA for the cost of any substitute hired to replace unit members utilizing this leave, at the usual MCA substitute pay rate.
  - E. Such release time will be taken in increments of not less than one-half day.

### **3.7 Exclusivity**

UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.

### **3.8 UTLA Chapter Chairpersons**

- 3.8.1 At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair and one as Co-Chair. To facilitate communication, the Chapter Chair and Co-Chair shall meet together with the Principal whenever reasonably possible. The UTLA Chapter Chair and Co-Chair are the exclusive local representatives of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and MCA. The Chapter Chair and Co-Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:
- A. Upon request of the employee, have the right to represent the employee in grievance meetings as expressly provided in Article 5 and in meetings related to discipline as expressly provided in Article 7.
  - B. When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair (or Co-chair if the Chapter Chair is absent) of the reported injury unless the employee requests that the matter not be so disclosed.

- C. Be permitted reasonable use of the school telephone and fax machine for local calls involving representation matters, so long as such use does not interfere with normal office business at the location.
- D. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Every reasonable effort will be made to schedule SSC and ELAC meetings to avoid conflicts with previously scheduled UTLA Area and House of Representative meetings, including MCA refraining from scheduling afterschool meetings one (1) Wednesday per month. Such arrangement shall be discussed and mutually agreed upon by the Chapter Chair and Executive Director.
- E. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board.
- F. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system of UTLA-related meetings, special events, in-service/staff development, and the like. This right does not encompass advocacy material of any nature or statements covering inappropriate topics (e.g. personnel matters, grievances, or personalities).
- G. Have the right to inspect non-exempt public records maintained at the work site which relate to the administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed ten (10) working days, a copy of up to 150 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair and/or Co-Chair.
- H. Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school.
- I. Have the right to propose agenda items for faculty/staff meetings. The Chapter Chair and Co-Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.
- J. When faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the

Educational Employment Relations Act, the UTLA Chapter Chair and Co-Chair are to be treated as the sole representatives of the faculty.

## **ARTICLE 4**

### **ORGANIZATIONAL SECURITY/MEMBERSHIP**

#### **4.1 Dues Deduction Rates**

- 4.1.1 Any Unit Member who is a member of UTLA, or who has applied for membership, may sign and deliver to UTLA an assignment authorizing deduction of membership dues, initiation fees, general assessments, and voluntary political contributions (“PACE”).
- 4.1.2 Pursuant to such authorization, the MCA shall deduct annual dues in equal amounts from the regular salary check of the bargaining unit employee every payroll period. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 4.1.3 Deductions of dues or other assessments under this Article shall be pursuant to the payroll deduction schedules submitted by UTLA to MCA.
- 4.1.4 Whenever UTLA changes the amounts of dues or other deductions under this Article, UTLA will provide MCA with notification of the change with sufficient time to allow MCA to make necessary adjustments and will also provide MCA with a copy of the notification of the change which was sent to all concerned employees.
- 4.1.5 Employee requests to cancel or change authorizations for payroll deductions for UTLA shall be directed to UTLA, which will be responsible for processing these requests. MCA shall relay on information provided by UTLA regarding whether deductions were properly canceled or changed, and UTLA shall indemnify MCA for any claims made by the employee for deductions made in reliance on that information, as provided in Section 4.6, below.

#### **4.2 Remittance of Funds to UTLA**

With respect to all sums deducted by the Employer pursuant to this Article, the Employer agrees to remit such monies to UTLA within twenty (20) calendar days of the deduction of all sums so deducted accompanied by an alphabetical list of unit members for whom deductions were made, including their names, home addresses, work locations and any changes in personnel from the list previously furnished. This would include new employees, terminations, leave of absence or new home addresses.

#### **4.3 Exclusive to UTLA**

Payroll deduction for membership dues from employees shall be exclusive to and on behalf of UTLA and no dues deductions are to be made on behalf of any other employee organization as defined in Government Code 3540.1(d).

#### **4.4 Necessary Information**

The Parties shall furnish to each other any information needed to fulfill the provisions of this Article. On a semiannual basis, MCA shall provide UTLA a complete list of bargaining unit members including names, phone number(s), home addresses. Further, MCA shall notify UTLA when an employee exits the bargaining unit (dismissal, resignation, promotion, etc.) or when a new employee is hired into the bargaining unit within thirty days of such occurrence.

#### **4.5 Dues Check-off**

Authorizations in effect on the date of the signing of this Agreement shall remain in effect but shall be subject to the conditions set forth in this Article.

#### **4.6 Hold Harmless Provision**

UTLA agrees to indemnify and hold MCA harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits or other actions relating to MCA's compliance or attempted compliance with this Article, or the requests of UTLA pursuant to this Article, or relating to the conduct of UTLA in administering this Article. UTLA shall have the right to determine and decide all matters relating to settlement and conduct of litigation related to this Article.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### 5.1 Definitions & General Conditions

- 5.1.1 A grievance is a claim by one or more of the members of UTLA that there has been a violation, misinterpretation or misapplication of the Agreement, which has adversely affected the member or members of UTLA.
- 5.1.2 The respondent in any grievance shall be MCA itself rather than any individual administrator.
- 5.1.3 A grievant may be represented at all stages of the grievance by a UTLA representative.
- 5.1.4 As used herein, “day” refers to a regular workday for any member.
- 5.1.5 Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance withdrawn and shall be construed as a waiver of the grievant’s and UTLA’s rights under this procedure. The failure of the School to respond to a grievance at any step within the required time frame shall result in an automatic right of the employee to move the grievance to the next level. Time limits may be extended by mutual agreement.
- 5.1.6 No reprisals of any kind shall be taken by the Board or by any member or representative of the administration against any grievant, any party in interest, any bargaining unit member, or any other participant in the grievance procedure by reason of such participation.
- 5.1.7 The grievant and the UTLA Representative shall be provided with reasonable time to attend any grievance meetings with MCA. If a grievance or disciplinary meeting occurs during instructional time, substitute coverage shall be provided for both the grievant and the UTLA Representative (if a member of the bargaining unit). For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.
- 5.1.8 In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a Level One Formal grievance is filed in writing under Section 5.3 until the grievance is finally resolved, neither UTLA, MCA, nor the grievant or any agents thereof shall make public the grievance or evidence regarding the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparation for hearing. Moreover, this prohibition is not intended to restrict UTLA from providing status updates to unit members that may be affected by the

grievance, but it is intended to limit communications by all unit members to individuals outside of the bargaining unit.

## **5.2 Informal Procedure**

- 5.2.1 Before filing a formal grievance, the grievant shall first discuss the grievance with the appropriate administrator, either directly or accompanied by a Union Representative, with the object of resolving the matter informally. The grievant may, however, authorize a UTLA Representative to represent him/her.
- 5.2.2 This discussion must be requested within fifteen (15) workdays of the alleged violation or within fifteen (15) workdays of when the grievant had knowledge of the facts constituting the alleged violation.
- 5.2.3 This discussion shall take place within five (5) workdays of the request.

## **5.3 Level 1: Formal Procedure**

- 5.3.1 If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than ten (10) workdays after the informal conference.
- 5.3.2 The written grievance will contain the following information: the name of the grievant, the date of the alleged violation (or date the grievant became aware of the violation), the specific article(s) and section(s) alleged to have been violated, a brief summary of the facts in support of the grievance, and the requested remedy or remedies.
- 5.3.3 Within five (5) workdays after receipt of the written grievance by the appropriate administrator, the Principal shall meet with the aggrieved and/or a UTLA Representative, if requested by the aggrieved, in an effort to resolve the matter.
- 5.3.4 Within five (5) workdays after receipt of the grievance, or after the Level 1 conference, the Principal shall render a decision in writing, together with supporting reasons.

## **5.4 Level 2: Formal Procedure**

- 5.4.1 Within fifteen (15) workdays of receipt of the decision at Level 1, or if no decision is rendered within the required time, the grievance may be appealed to the Governing Board for a Board Conference.
- 5.4.2 A Board Conference is a closed session meeting with the Board wherein the grievant, with a UTLA representative, may make a presentation to the Board, but such is not an evidentiary hearing.
- 5.4.3 The Board shall have up to sixty (60) days to schedule the Board Conference in

order to allow an opportunity for a quorum of non-interested members in closed session, should the Board desire, to allow for consultation of legal counsel.

- 5.4.4 Within five (5) workdays of the Conference, the Board shall notify the grievant in writing as to the disposition of the matter.

### **5.5 Level 3: Mediation**

- 5.5.1 Within fifteen (15) workdays of receipt of the decision at Level 2, or if no decision is rendered within the required time, the parties may proceed to mediation should mediation be requested by either party, and should both parties agree to do so. If both parties do not agree, the matter may be submitted directly to final and binding arbitration.
- 5.5.2 If mediation does not result in a resolution of the grievance, UTLA may submit the grievance to final and binding arbitration within fifteen (15) workdays of the mediation.

### **5.6 Level 4: Arbitration**

- 5.6.1 Within fifteen (15) workdays of the conclusion of mediation or in receipt of the decision at Level 2, or if no decision is rendered within the required time, the matter may be submitted directly to arbitration.
- 5.6.2 The UTLA Representative and the Principal shall meet within five (5) days of notification to select an arbitrator. The arbitrator shall be jointly selected by UTLA and MCA. If no agreement can be reached, the parties shall request the State Mediation and Conciliation Service (“SMCS”) to supply a panel of seven (7) names of qualified arbitrators. The parties shall select an arbitrator from this list provided by SMCS. If the parties cannot agree to an arbitrator, the parties shall alternatively strike names until only one (1) arbitrator is left.
- 5.6.3 If the arbitrator selected cannot be available for hearing within sixty (60) calendar days, the parties shall either agree to either postpone the hearing or contact the next arbitrator in reverse striking order, until one is selected who is able to serve within sixty (60) calendar days.
- 5.6.4 The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- 5.6.5 The arbitrator shall forward his/her decision to both parties within thirty (30) days after the hearing is concluded or as soon as possible thereafter.
- 5.6.6 The arbitrator’s decision shall be final and binding upon the grievant(s), MCA, and UTLA. A final and binding award which determines the merits of a dispute shall

be conclusive on the grievant(s), MCA, and UTLA in any subsequent proceedings.

- 5.6.7 All fees and expenses of the arbitrator shall be shared equally by UTLA and MCA. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.
- 5.6.8 Either party may request from the other the production, review and right to copy documents relevant to the grievance. In addition, parties shall, at least five (5) days prior to the first hearing date, exchange lists of their intended witnesses.
- 5.6.9 The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

## **ARTICLE 6**

### **NON-DISCRIMINATION**

- 6.1** MCA shall comply with all applicable state and federal laws regarding prohibition of discrimination and will maintain a comprehensive process to ensure any employee with a complaint or concern may bring such matters to the School's attention for resolution. Further, nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.
  
- 6.2** In addition, MCA will not discriminate on the basis of union activity or affiliation. Claimed violations of this Section may be resolved through the Grievance process of Article 5.

## ARTICLE 7

### EMPLOYMENT STATUS & RIGHTS

**7.1** No unit member shall be disciplined without progressive discipline and just cause.

**7.2** **Employment Rights**

Except for substitutes, temporary or probationary employees as described herein, no regular unit member shall be disciplined, non-renewed, suspended without pay or dismissed without just cause.

The parties to this Agreement recognize that the duties and work performed by the bargaining unit described herein shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit.

**7.3** **Substitutes, Temporary & Probationary Employees**

Substitutes and temporary employees are hired on an at-will basis and are not subject to these just cause procedures.

Employees hired by MCA must serve two (2) complete and consecutive years in a probationary status before attaining permanency. So long as notice of non-renewal is provided to the employee by March 15th of any school year of probation, the employee may be released without cause for any succeeding year. Except as provided below, termination of probationary employees during any school year must be pursuant to just cause procedures as defined herein.

Up until the final work day prior to Winter Break of a new probationary employee's first year, the unit member may be released from employment at the sole discretion of MCA for poor performance, misconduct, or decline in enrollment if the unit member is provided severance in the amount of one (1) month's salary and continued benefits for one (1) month through COBRA.

The Executive Director reserves the right to offer a third year of probationary status in lieu of non-reelection. At such time, MCA must provide the unit member with a performance improvement plan. Upon request, the Executive Director shall provide the unit member with a written explanation of the reasons that the unit member was at risk of non-reelection and why the Executive Director determined that a third year of probation was preferable to nonreelection. For purposes of this Section, a "complete" year means in-person attendance for at least seventy-five percent (75%) of the instructional days during the school year.

#### **7.4 Just Cause Process**

MCA retains the right to discipline unit members provided its reason is based upon just cause, and consistent with the principles of progressive discipline (see below) as specified herein.

#### **7.5 Right to Representative**

When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.

#### **7.6 Progressive Discipline**

MCA retains the right to discipline unit members provided its reason is based upon just cause and consistent with the principles of progressive discipline (see below) as specified herein.

When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained by MCA. MCA shall utilize a discipline process which includes the following progression: verbal warning; written warning; written reprimand; and suspension. The following discipline procedures will be applied except where the serious nature of the offense may require MCA to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to binding arbitration under Article 5 – Grievance Procedure of the Agreement.

##### **7.6.1 Verbal Warning**

Except as set forth above, MCA shall first issue a verbal counseling/warning before imposing further discipline. Verbal counselings/warnings must be issued within five (5) working days of the date of occurrence, the date the administrator had knowledge of the occurrence, or the conclusion of a timely investigation. Verbal counselings/warnings may result in a post-conference summary memorandum. Post conference summary memorandum shall not be placed in the unit member's personnel file.

#### 7.6.2 Written Warning

Written warnings shall not be used unless the unit member has been verbally warned about similar actions within the last eighteen (18) months. Written warnings shall not be placed in the unit member's file.

#### 7.6.3 Written Reprimand

Written reprimands shall not be used unless the unit member has received a written warning about similar actions within the last eighteen (18) months. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The employee has the right to provide a written response which shall be attached to the reprimand.

#### 7.6.4 Suspensions

Except in the case of serious misconduct, a suspension shall not be used unless the unit member has received a written reprimand about similar actions within the last eighteen(18) months. No unit member shall be suspended more than fifteen (15) working days for any single incident. In all instances, however, the length of a suspension shall relate to the severity of the action. Suspension may be without pay but shall not reduce or deprive the employee of seniority or any other benefits.

#### 7.6.5 Dismissals

Dismissals shall be carried out in accordance with this article and the California Education Code.

### 7.7 Access to Information

When MCA is taking disciplinary action against an employee, MCA shall furnish the Union with a copy of any written statements taken relating to the matter.

### 7.8 Complaints or Charges Against Employees

When the MCA receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:

- a. If the document came from a member of the public, the matter shall first be investigated, unless it is determined by MCA that the complaint obviously has no merit. Except in compelling circumstances, the employee shall be furnished a copy within thirty (30) calendar days of the MCA's receipt of the document. The document shall not be either placed in the personnel file or retained by MCA unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's

personnel file, the employee shall be given a reasonable opportunity to attach a reply.

- b. If the document came from within MCA personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.
- c. Exempt from disclosure to the employee are documents which are references obtained from outside MCA or prior to employment.

### **7.9 Access to Personnel File**

Each employee shall have access to his/her personnel file. Access to the employee's file shall be provided upon twenty-four (24) hour written notice to the Principal. The employee shall have the right to make a copy of any information that has been placed in the employee's personnel file.

### **7.10 Suspension or Reassignment Due to Mental Incompetence**

MCA shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures.

### **7.11 Arrest Procedures**

Whenever an employee is to be arrested at the school site, the site administrator shall request the police to conduct the arrest at a time and place least visible to the students and staff.

### **7.12 Suspension or Dismissal Process**

A written Notice of Intent to Suspend without Pay or Dismiss shall be given to the employee prior to imposing a suspension without pay or dismissal from employment, and shall contain the following information:

- a. The type and effective date of disciplinary action intended;
- b. The reasons for the proposed discipline;
- c. A factual summary of the basis for the charges;
- d. A copy of all written charges, materials, reports, and/or documents upon which the discipline is based;
- e. Notice of the employee's right to respond either orally or in writing; and

- f. The date, time and person to whom the employee should respond in ten (10) working days.

If an employee receives a Notice of Intent to Dismiss, the employee is entitled to receive notice of the charges against him/her as outlined above, and an opportunity to respond to such charges before the Governing Board in closed session. The unit member may appear with a representative of his/her choice, at his/or cost. This meeting is not an evidentiary hearing.

### **7.13 Right to Grievance**

Suspensions without pay are subject to the grievance and arbitration procedure outlined in the Agreement. However, there is no grievance right in the case of the decision to non-reelect a probationary employee without cause. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final pursuant to the Grievance Article of this Agreement.

### **7.14 Evidentiary Limitation in Suspension Without Pay or Dismissal Cases**

Evidence of records regularly kept by MCA concerning the employee may be introduced/utilized in suspension without pay or dismissal matters, but no decisions relating to suspension or dismissal of any employee shall be made based on charges or evidence of any nature relating to matters occurring more than eighteen (18) months from the date MCA is made aware of the complaint.

**ARTICLE 8**

**HOURS, DUTIES, AND WORK YEAR**

**8.1 General Workday Provisions**

It is agreed that the professional workday of a full-time regular employee requires no fewer than eight (8) hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The workday for part-time employees shall be proportionate, or governed by the employee’s individual employment contract.

**8.2 Sign-in and Sign-out**

All employees shall upon each arrival to and departure from School, sign in/out using the software provided by MCA on their work computers.

Until the above-mentioned system is installed and operational, all employees shall continue, upon each arrival to and departure from School, enter their initials on a form provided by the School.

**8.3 Minimum On-Site Obligation**

The minimum on-site obligation shall be no less than six (6) hours each day, not including the unit member’s duty-free lunch period, and recognizing the on-site obligation includes the duty-free recess period.

For the purpose of implementing a professional development banked time schedule, full-time unit members shall have the following on-site obligations:

|             | <b>Before Instructional Day</b> | <b>After Instructional Day</b> | <b>Weekly Average Teacher Instructional Minutes</b> |
|-------------|---------------------------------|--------------------------------|---|
| <b>TK-5</b> | <b>10</b>                       | <b>10</b>                      | <b>1565</b>   |

Instructional time is exclusive of teacher break (recess) and lunch.

8.3.1 Coordinators shall have an onsite obligation of eight (8) hours.

8.3.2 All unit members are required to check their email at least once per day during their regular working hours. They must respond to emails within twenty-four (24) hours of receipt, excluding weekends or other non-work days, provided it is evidently clear that a response is required in the email.

Unit members must also check their emails promptly following a PA announcement directing them to do so if the PA announcement is due to a school-wide emergency.

#### **8.4 Elementary Preparation Period**

Each regular elementary classroom teacher shall be provided with a daily period of preparation of twenty (20) minutes within the minimum on-site obligation (ten (10) minutes before school and ten (10) minutes after school). In order to provide such preparation time, MCA shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period unless a majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, with priority given to volunteers, but for such time shall be paid at the employee's regular rate of pay. Additional pay shall not be authorized for any of the following:

- a. Supervision reasonably assigned on inclement weather schedule.
- b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);  
or
- c. Any normally assigned basic duties consistent with those specified in section 10 of this article.

#### **8.5 Duty-Free Lunch**

Each unit member shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled.

#### **8.6 Elementary Supervision Time**

Except as provided below, MCA shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrivals/departure) during recess or lunch, or during the period of time following the ten (10) minute preparation period at the end of the school day. In situations where the above-assigned personnel are not available to cover the supervision, or other compelling circumstances exist, classroom teachers may be assigned such duties on a rotating basis but such assignments and pay shall be as provided herein, below. The additional pay shall not be authorized for non-classroom teachers or for any of the following situations involving classroom teachers:

- a. Supervision reasonably assigned on inclement weather schedules;

- b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);
- c. Supervision of organized student activities and student organizations;
- d. For teachers who have a coordinatorship differential which covers the supervision duties (provided that, in such cases, MCA shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);
- e. Supervision of the teacher's students to and from the classroom; or
- f. Any normally assigned basic duties apart from the above-described non-classroom supervision.

Commencing at the start of any school year, teachers shall be permitted to place themselves (on a voluntary basis) on a "first call" list for paid supervision duties as needed, with the understanding that such services shall be paid at the unit member's hourly rate. If from time to time the demand for paid supervision exceeds the capacity of the volunteer "first call" list, the remainder of the teachers will be subject to assignment on a rotating, non-voluntary basis, but will be paid at the individual's own regular hourly rate of pay.

### **8.7 Maximizing Instructional Time**

In order to maximize instruction time, public address announcements shall be limited to 8:25-8:30 a.m. and the last five minutes of the instructional day. Exceptions shall be made for emergencies only.

### **8.8 IEP/Section 504 Meetings**

Except in unusual circumstances, IEP and Section 504 meetings shall be held at MCA during the regular school day. MCA shall make reasonable efforts to limit any unit member from being required to attend more than a combined total of two (2) IEP or 504 meetings after the regular workday, in a single school year. Attendance at an IEP or 504 meeting after work shall be compensated at the rate of \$40.00 and the unit member will not be required to stay past 3:50 p.m.

### **8.9 Special Education Non-Classroom Time**

Resource Specialist Teachers and Special Day Class teachers have supervisory responsibility for each student's total instructional program throughout each school day. The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and IEP requirements, MCA shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers, caseload management, and preparation/conference by:

- a. Integrating (mainstreaming) the students into regular classes and/or
- b. Arranging for team teaching or other flexible scheduling of students within the Special Education program. Such additional time is not guaranteed, but if provided, is to be in addition to the preparation time specified in Sections 8.3 and 8.4 above.
- c. Except for crisis situations, special education teachers will not be required to perform Behavioral Intervention duties with respect to non-special education students.

## **8.10 Other Professional Duties**

- 8.10.1 Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils' communicating and conferring with pupils, parents, staff and administrators; participate in charter-specified committees; maintaining appropriate records; providing leadership and supervision of student activities and organizations; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; participating in parent, community and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of MCA property, equipment, material and supplies; and attending faculty, staff, grade level and other meetings called or approved by the Principal or designee.
- 8.10.2 Lesson plans or evidence of planning shall be furnished by each classroom teacher upon request from the teachers' immediate administrator. No specific format for a lesson plan shall be required.
- 8.10.3 All duties required of each unit member shall meet the test of reasonableness, and shall be assigned and distributed by the administrator in a reasonable and equitable manner among the employees at the School.

## **8.11 Medical Procedures**

No employee shall be requested or required to perform any medical procedure on a student (such as intermittent catheterization, injections, suctioning or drainage), except for a School Nurse or person otherwise trained and qualified.

## **8.12 Faculty, Grade Level, and Staff Development Meetings**

No employee shall be expected to attend more than thirty-two (32) of these after-school meetings per school year. For the purpose of this section, “after school” means after the regular work minimum onsite obligation for unit members (i.e. student dismissal on M, W, Th, F). Exempt from this limitation are administrative meetings with individual employees, meetings on released time, and meetings necessitated by special circumstances or emergencies. These meetings, except in special circumstances, shall not exceed one hour in duration beyond the duty day. Employees shall be permitted to propose agenda items and participate in faculty meetings. If a meeting is scheduled to begin after the instructional day, it should be started as soon as practicable after the student day has concluded but no later than twenty (20) minutes after the regular work day.

- a. Upon the request of the Principal, UTLA shall meet to negotiate any proposed changes to the number of meetings required.

### **8.13 In-School Student Suspension**

Consistent with the School’s student discipline policy and the Education Code, a teacher may issue a student an in-school suspension from class for up to two (2) days, beginning with the day of the incident which resulted in the in-school suspension. During the period of the suspension the student shall not be returned to the teacher’s class without the consent of the teacher, or be placed in another regular class. The teacher must contact the student’s parent(s) regarding the suspension.

Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the Principal for consideration of a suspension from school or (if appropriate) an expulsion.

### **8.14 After School Programs**

After school programs such as LA’s Best and Think Together shall not utilize unit members’ classrooms earlier than 3:45 p.m. each school day, except during inclement weather. However, if inclement weather occurs during a day or week in which teachers are typically preparing student portfolios for parent-teacher conferences or completing Cumulative Records (CUM), MCA shall first make reasonable efforts to use rooms other than classrooms, such as the auditorium, library, etc.

### **8.15 Work Year**

8.15.1 The work year for unit members shall be one hundred eighty-two (182) days of which there shall be one hundred eighty (180) student-instructional days and two (2) pupil free days before the start of the instructional year.

8.15.2 Meeting on the Two (2) Pupil-Free Days

Administrators shall limit required meeting time to one (1) of the two (2) pupil-free days. The other day shall be provided for class and room preparation.

### **8.16 Certificated Assignment Days**

Employees may be assigned or reassigned to any of the following bases of assignment, provided that such change in assignment basis shall not be made for the purpose of depriving employees of holiday or accrued vacation benefits:

**A Basis** From July 1 to June 30, which includes every day the school is open for business. Accrues vacation time.

**B Basis:** 197 assigned work days

**C Basis:** 182 assigned work days

Counselor Assignment Days: The Counselor work year is 188 days, beginning three (3) days before the regular Teacher Work Year and continuing until three (3) days after the regular Teacher Work Year.

### **8.17 School Calendar**

Annually, and no later than the month of or month after LAUSD publicizes its school calendar, the MCA Curriculum Committee shall meet to develop and recommend a preliminary school calendar to the MCA Principal/Executive Director and UTLA Chapter Chair who will then solicit input and feedback from the faculty. The preliminary calendar must be presented to the Principal/Executive Director and Chapter Chair no fewer than two (2) weeks before being presented to the Board, which may then approve, alter, or modify the school calendar. However, any changes to the calendar are subject to negotiations with UTLA.

In case of a natural or man-made disaster or emergency that requires school closure, MCA and UTLA shall determine the date(s) of make-up day(s) if such days are required by the state.

### **8.18 Variations and Experimental Situations**

It is not the desire of UTLA or MCA to discourage reasonable experimentation with school schedules which may vary from normal patterns. However, affected employees and UTLA shall be consulted with respect to any such variations prior to implementation and approval of a majority of the faculty shall be obtained.

## ARTICLE 9

### EVALUATION PROCESS

**9.1** MCA shall employ a progressive evaluation process that provides consistent feedback to unit members and supports unit members' professional development. The purposes of these procedures are to evaluate employee performance, provide assistance to the employees whose performance is less than satisfactory, and impose discipline where appropriate to improve the quality of educational services provided by the employees.

9.1.1 Notification: No later than the tenth (10th) workday of the school year, MCA shall notify, in writing, all unit members who are to be evaluated during that year. Further, MCA shall set aside time during one of the staff development meetings in order to explain the evaluation process, the rubric that will be used, and to answer any related questions.

9.1.2 Upon request, MCA shall provide the Chapter Chair with the list of unit members being evaluated.

### **9.2 Evaluator**

The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving the quality of performance when necessary. The administrator may delegate functions, but shall retain ultimate responsibility. Any bargaining unit member may be asked to provide guidance and assistance, but may refuse to do so.

### **9.3 Frequency**

Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees. In the case of permanent employees who are deemed "highly qualified," and have been employed by MCA for at least ten (10) years, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the regular evaluation cycle so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:

- a. Any such arrangement for an evaluation beyond the two-year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.
- b. However, (1) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (2) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given later

than the date that the newly reinstated evaluation procedures are to be commenced.

- c. Because evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of the notice provisions in paragraph b. above are subject to grievance procedures.

#### **9.4 Initial Planning Meeting**

Within one month of the commencement of the academic year, the administrator and unit member shall cooperatively review and develop meaningful goals and specific strategies to achieve goals. If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher level. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement. In such cases the employee's required signature indicates only receipt and acknowledgment of the objectives which shall be used for evaluation purposes.

During the school year, if performance problems develop or if constraints are identified which shall affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification. If the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher level as set forth above.

Initial Planning Meetings are an important part of the process and should be confidential and uninterrupted time with the teacher and the administrator.

#### **9.5 Informal Observations**

Five (5) to ten (10) minute informal observations shall be conducted throughout the year and teachers shall be provided with specific feedback. Observations shall be guided by the criteria of standards-based instruction (focus standards).

Observations shall be followed by conferences to discuss the employee's performance. If problems are identified, the evaluator shall make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within four (4) working days of the conference, a copy of written records relating to observations, advisory conferences and assistance offered or given shall be given to the employee for the employee's information and guidance.

## **9.6 Formal Lesson Observation**

Formal lesson observation should address identified goals from the Initial Planning Meeting. As a part of the Lesson Plan process, the following may occur:

- a. Unit members may conference with Coordinators when developing lessons;
- b. Pre-Conference: The administrator shall meet with the unit member at least two (2) days prior to each lesson;
- c. Post-Conference: The administrator shall meet with the unit member no more than two (2) days following each lesson.

## **9.7 Improvement Plans**

Improvement plans are intended to provide support to unit members on a specific area of challenge, to recommend specific support measures, and to outline specific performance objectives to address a possible unsatisfactory evaluation.

Plans must:

- a. Be completed prior to the final Stull evaluation.
- b. Address specific concerns and interventions.
- c. Include a timeline for follow-up to ensure improvement and “achievability” of goals.

Unit members must be given adequate opportunity to meet improvement goals prior to the issuance of the Final Stull evaluation.

## **9.8 Teacher Support**

Coordinators shall have “sign-ups” for teachers to schedule meetings for conferencing/demo lessons.

Evaluators may refer teachers to the Joint Committee for inclusion in the Peer Assistance and Review (PAR) Program. See Article 22 for specifics on the PAR Program.

## **9.9 Final Stull Evaluation**

Unit members shall be evaluated on the employee's overall performance and progress towards meeting the objectives outlined in the initial and subsequent meetings.

When a Final Stull Evaluation is marked "Below Standard Performance," the evaluator shall specifically describe in writing the area of below standard performance, together with

recommendations for improvement, and the assistance given and to be given. The employee's required signature on the form does not necessarily indicate agreement with its contents, and the employee may attach a written response to each copy of the form within ten (10) working days from date received. Such a written response becomes a permanent part of the record.

The employee shall be given a copy of the Final Stull Evaluation at the conference. A copy shall be placed in the employee's personnel file, and a copy retained by the school or office. Evaluation forms shall not be considered a public record.

Final evaluations must be issued not less than thirty (30) calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place.

Each unit member has the right to be accompanied by a UTLA representative at the meeting where the Final Stull Evaluation is presented to the employee.

## **9.10 Grievances**

Evaluations are not subject to the grievance procedures of Article 5, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. Expedited arbitration procedures shall be utilized when the threshold issue of "significant disparity" is submitted to a preliminary hearing for determination as to whether the case is subject to the grievance procedure (see Article 5).

## **9.11 Evaluation of Limited Term Personnel**

Limited term personnel are subject to evaluation at any time; however, a teacher shall have the right to be evaluated upon request at the end of the assignment. If the administrator initiates such an evaluation, the observation, records and assistance provisions of the above sections apply.

## **9.12 Evaluation Request Upon Separation of Employment**

If either the administrator or employee wishes to process an evaluation at the time of the employee's separation from employment, it shall be done and a copy furnished the employee at his or her address of record. This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two (2) weeks prior to the effective date.

## ARTICLE 10

### ASSIGNMENTS

#### 10.1 Spring Matrix Procedures

- 10.1.1 Timeline: No later than April 15th, the Executive Director/Principal and UTLA Chapter Chair shall meet and collaboratively agree on a timeline for all of the procedures listed below, including but not limited to the date and location (room) for signing the Matrix. They are jointly responsible for notifying the teachers of the agreed upon Timeline.
- 10.1.2 Definition of Seniority: The seniority date for unit members working at MCA before its status as an independent charter school shall be the first date of hire at LAUSD as a probationary employee with a preliminary or cleared credential. For all other unit members hired by MCA after its independent status, the seniority date shall be the first date of probationary status with a preliminary or cleared credential at MCA. This definition of seniority shall only be used for the purposes of this Article.
- 10.1.3 Creation and Posting of Matrix and Matrix Seniority List: Approximately four (4) weeks prior to the day teachers finish service for the school year or four (4) weeks before classes are selected, the administrator shall prepare and post a matrix indicating the tentative number of classes that are up for selection for each grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials and which classes are designated as RSP clusters, if any. Approximately four (4) weeks prior to the day teachers finish service for the school year or four (4) weeks before classes are selected, the administrator shall post the seniority list for all certificated employees who are eligible to select positions on the matrix. This list shall include certificated employees returning from leave status.
- 10.1.4 Preference Forms: Teachers with the specified credentials and required qualifications (“qualified”) may request assignment to their grade using a teacher preference form. Teachers on leave who are scheduled to return to service shall participate in the selection process.
- 10.1.5 Signing the Matrix: In seniority order, teachers or their designated proxy, shall enter the designated room, with the Executive Director/Principal and Chapter Chair present, and sign their name on one of the remaining open spaces representing classes on the matrix that have not yet been chosen by more senior teachers and for which they have the specified credential and qualification, if any. Teachers shall have ten (10) minutes to complete this task. Preference forms shall be used when the teacher does not sign within the required ten (10) minutes or where the teacher is not present.

10.1.6 Tentative Assignments: Within two (2) work days, the Executive Director/Principal shall distribute copies of the signed Matrix to all teachers, thus notifying them of their “Tentative Assignments.” In order to provide adequate planning time, this notification shall be made no later than May 1. Room assignments shall also be given no later than May 1.

10.1.7 Changes in Tentative Assignments: Teachers shall also be notified immediately of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of three (3) days in paid status as preparation time for the assignment. The scheduling and configuration of such time may be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the administrator. In any event, however, the time must be utilized by the end of the second week of student instruction.

## **10.2 Assignments**

Assignments to grade levels and classes shall be made pursuant to the following procedure:

10.2.1 After the administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers shall request assignment to the grade level positions for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the administrator assigns a non-permanent teacher.

10.2.2 The administrator shall then assign the non-permanent teachers to all the remaining grade levels. Such grade level assignments of non-permanent teachers shall be for a period of two (2) years unless the administrator subsequently determines that any specific assignment does not meet educational program needs or the administrator and the teacher otherwise agree.

## **10.3 Enrichment Programs (ie. Art, Music, Science Lab, etc.)**

Based on the founding mission of the School, the Visual Arts, Performing Arts, and Science Lab enrichment programs shall be permanent programs. In addition, at the Board’s discretion and with input from the Curriculum Committee, other enrichment programs such as Library, Technology, etc. may be adopted.

The enrichment program scheduling shall be made by the enrichment program teacher, subject to approval by the Executive Director/Principal.

10.3.1 Enrichment Program Teacher Eligibility and Selection Process

- a. New job descriptions or modification to existing job descriptions shall be created by the Personnel Committee and/or Executive Director/Principal in consultation with each other, and then presented to the Board for approval.
  - i. It is understood by the parties that Enrichment Teachers are expected to carry a roll book, take attendance, and provide grades and pacing plans.
- b. Enrichment Teacher positions shall be paid on the Preparation Salary Table;
- c. Enrichment Teacher positions shall be posted by March 15th and include desired qualifications and a deadline to submit a statement of interest.
- d. To be an eligible MCA candidate, a teacher must have permanent status, overall or meets standard ratings on the most recent two (2) summative evaluations, and have not received a suspension in the previous two (2) years prior to the selection.
- e. Interested candidates shall submit their names to the Executive Director/Principal by the due date.

#### 10.3.2 **Direct Election of Enrichment Teachers**

The election process for coordinators (Section 10.10, below) shall apply to Enrichment Teachers.

10.3.3 Enrichment Teachers are not considered a separate category from regular classroom teachers in the event of layoffs and are in no way exempt from the layoff provisions in Article 12.

### **10.4 Staffing Procedures After Initial Selection Through the Third Week of School**

The following procedures apply to staffing decisions which occur after the completion of the Matrix signing process (Section 10.1, above) and before the end of the 3rd week of school:

10.4.1 The Executive Director/Principal and UTLA Chapter Chair working together shall reasonably determine who will fill the opening or vacancy.

10.4.2 In doing so, they shall utilize the teacher preference forms for identifying teacher preference and be based on seniority and educational program needs.

10.4.3 Staffing Procedures after the Third Week

If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire or substitute.

## **10.5 Lead Teachers**

Lead Teachers shall be elected annually by the employees in the grade level, excluding substitutes. Lead Teachers shall be required to have permanent status. For voting purposes, combination classes shall be deemed to be at the grade level of the majority of the students in the class.

## **10.6 Student Composition of Classes**

During the last month of the school year, all teachers at each grade level, working with the appropriate administrator(s), shall create classes for the following school year. To the extent feasible, reasonable efforts will be made to balance classes by gender, ELL status, gifted status, IEPs/504s, behavioral issues, academic progress, etc. Along with classroom teachers, RSP teacher input shall be solicited prior to creating the composition of RSP cluster classes.

For any necessary changes in class composition that are made after the last instructional day up until two (2) weeks prior to the beginning of the following instructional year, the Principal/Executive Director will notify the affected teachers by email. Upon request from an affected teacher, a meeting will be scheduled for the teacher to express any concerns regarding any changes to the class composition. Administration will have the final determination with respect to the composition of classes.

## **10.7 Moving**

Any unit member who is required to change rooms will be provided with notice of at least seven (7) calendar days, custodial support and, at the discretion of MCA, either two (2) days of release with substitute coverage or the equivalent of two (2) full days of compensation at the employee's regular rate of pay."

Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDC teachers and RST's, during the school year, MCA shall provide reasonable assistance for moving heavy equipment and supplies.

## **10.8 Determination of Coordinator or Dean Positions**

10.8.1 With respect to categorically funded coordinator positions, determination as to whether there is a need for such a position is to be made by the School Site Council.

10.8.2 With respect to non-categorically funded coordinator positions, determination of whether there is funding for such a position shall be made by the Budget Committee.

10.8.3 The Board shall make the final decision regarding whether there is a need/funding for coordinator position(s).

## **10.9 Job Description and Eligibility for Election of Coordinators and Deans**

10.9.1 Job positions shall be determined in the appropriate school-wide plan. New job descriptions shall be created by the Personnel Committee and then presented to the Board for approval.

10.9.2 Coordinator positions shall meet the following requirements:

- a. The position must be paid on the Preparation Salary Table;
- b. The position does not involve carrying a roll book; and
- c. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.

10.9.3 The coordinator job description and differential (if any) shall be posted at the school. (Job descriptions shall include hours and work days if different from those of classroom teachers.) Coordinator positions shall be posted by March 15th. All other timelines shall be established pursuant to Section 10.1.

10.9.4 The administrator shall request that any eligible candidate for a dean or coordinator position submit a statement of interest. If fewer than three (3) statements of interest are received from MCA employees, the request for submission of statement of interest may be directed to the public, with an extended deadline of two (2) weeks.

10.9.5 To be an eligible MCA candidate, a teacher must have permanent status, must have received three (3) “meets standard” performance ratings on the most recent two (2) summative evaluations and have not received a suspension in the previous two (2) years.

10.9.6 To be an eligible candidate from the public, an applicant must have at least five (5) years classroom experience, must have received five (5) years “meets standard” performance ratings and, must demonstrate knowledge of instruction and curriculum.

10.9.7 Interested candidates shall submit their names to the Executive Director/Principal by the due date.

## **10.10 Direct Election of Coordinators**

10.10.1 The Executive Director/Principal and the UTLA Chapter Chair shall jointly supervise a secret ballot election for the coordinator. The Executive Director/Principal shall select the top candidate. The top candidate shall be put to a confirmation vote to the bargaining unit. However, all candidates shall be listed on the ballot.

- 10.10.2 The bargaining unit shall determine, by secret ballot election, the coordinator.
- 10.10.3 A top candidate must receive a majority of the votes cast (50% + 1).
- 10.10.4 If a top candidate is not confirmed by a majority vote, a second vote shall be held that includes all eligible candidates and the top candidate, if the top candidate received at least forty percent (40%) of the votes cast. If no candidate received a majority of the votes cast (50%+1), the Executive Director/Principal and UTLA chair shall select the coordinator.
- 10.10.5 A coordinator's first term shall be limited to one (1) year. Subsequent terms shall be two (2) year terms, subject to election procedures above. However, to remain eligible to continue to the second year of a two (2) year term, the coordinator must have not received an unsatisfactory or below standard evaluation or a suspension without pay during the first year.
- 10.10.6 The coordinator election process must be concluded prior to the posting of the matrix.
- 10.10.7 Coordinators are not considered a separate category from regular classroom teacher in the event of layoffs and are in no way exempt from the layoff provisions in Article 12.

#### **10.11 Five-Year Out-of-Classroom Assignment Limitations at School Sites:**

At MCA, there is a five (5)-year limit on out-of-classroom assignments for coordinators.

- 10.11.1 Employees who fill the positions that are subject to the five (5)-year rule shall be selected pursuant to the above provisions. The five (5)-year rule does not establish a minimum term or a right to serve for any given term.
- 10.11.2 Employees who wish to extend their out of classroom assignment beyond the five (5)-year limit must declare their desire to continue and a qualifying secret ballot election shall be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent shall qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 10.10 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five (5)-year maximum limit will run from the effective date of that assignment.

#### **10.12 Filling Vacancies After Norm Day**

If a vacancy occurs in a coordinator position after the designated Norm Day or the end of the third week of the semester, whichever is sooner, the administrator shall make an interim appointment to fill the vacancy until the end of the semester. Prior to the next semester, the

procedures in Section 10.9 and 10.10, above, shall be utilized to fill the position for the next semester. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment.

### **10.13 Summer School**

Teachers shall be selected for summer school on the following basis:

- a. Seniority
- b. Teachers who have seniority and did not teach the previous summer school shall have priority.
- c. Teachers shall be selected for summer school on an annual rotating basis, using seniority as the number one priority.
- d. Teachers who participate in summer school shall be compensated at their per diem hourly rate of pay.

### **10.14 Job Share**

A job-share assignment shall be granted to a permanent teacher under the following conditions:

- a. A partner with permanent status at MCA is required.
- b. Salary shall be pro-rated based upon percentage of hours worked.
- c. Health benefits shall be pro-rated based upon percentage of hours of paid service, unless determined otherwise by job-share partners. The two parties may divide one health benefit as needed.
- d. In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.
- e. If the employee is unable or unwilling to accept a full time assignment in such circumstances, the employee shall submit a voluntary resignation.
- f. Proposals for job share must be submitted in writing by March 15 to MCA.

### **10.15 Continued Assignment of Aides and Teacher Assistants to a Teacher**

At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably

determined by the administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the teacher may request a meeting with the administrator and the Aide or Teacher Assistant to discuss the issue. If such a meeting occurs, the administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.

## **ARTICLE 11**

### **LEAVES OF ABSENCE**

#### **11.1 Annual Sick Leave**

Full-time unit members shall be entitled to ten (10) days sick leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to a portion of the ten (10) days sick leave on a prorated basis.

An employee must exhaust all available sick leave in order to be eligible to receive half-pay illness, which is fifty percent (50%) of the employee's regular salary. The amount of sick leave, including half-pay illness leave shall not exceed one hundred (100) days per illness/injury.

#### **11.2 Transfer of Unused Sick Leave**

Any sick days accumulated but unused shall be transferred, if applicable, to a public school employer upon separation from employment. Employees shall not be paid for unused sick time upon separation from employment.

#### **11.3 Statements of Personal Illness and Injury Leave**

11.3.1 At least once a year, MCA shall provide each unit member with a written statement of accrued sick leave.

11.3.2 MCA may require medical verification of the nature and extent of the illness after five (5) days of absence; or the employee may be required, for probable cause, to submit to a medical examination at MCA's expense.

11.3.3 Upon retirement, the teacher's accrued sick leave, if any, may be applied towards service credit in accordance with State Teachers Retirement System (STRS) regulations.

#### **11.4 Notification of Absence**

A unit member shall notify the Director of Human Resources or designee no later than 7:00 a.m., or one (1) hour prior to the start of the school day, whichever is earlier, the day of an absence. When the absence is to be for one (1) day only, employees may, when reporting the absence to MCA, also give notice on intended return for the following day by 2:00 p.m. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid.

## **11.5 Organizational Leave**

11.5.1 Upon request of both UTLA and the employee, an organizational leave of absences shall be granted to an employee who is elected to office within UTLA.

11.5.2 UTLA shall fully reimburse MCA for all expenses of the organizational leave, including salary and benefits.

## **11.6 Personal Necessity Leave**

11.6.1 A unit member may elect to use up to six (6) days of his/her accumulated sick leave in any school year for purposes of personal necessity including:

- a. Death of a close friend or relative not included as “immediate family” in Section 11.7 (Bereavement Leave) below.
- b. Death of a member of the employee’s immediate family when time in excess of Bereavement Leave (as provided in Section 7 below) is needed.
- c. Serious illness of a member of the employee’s immediate family. If personal necessity is taken to attend the illness of the employee’s child, parent, or spouse, six (6) additional days shall be granted if the unit member has the available accrued sick leave.
- d. Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- e. Appearance in court as a litigant, or as a witness under official order (in place of normal subpoena leave for jury duty).
- f. Adoption of a child.
- g. The birth of a child making it necessary for an employee who is the non-birth parent of the child to be absent from his position during work hours.
- h. Other activities that cannot reasonably be deferred to another day or time when the employee is free from duties.
- i. Religious Holidays.
- j. Conference and/or convention attendance of the employee’s choice.

- k. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code.
- l. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake.

11.6.2 When possible, the unit member shall provide, his/her immediate supervisor twenty-four (24) hours' notice of his/her intent to take personal necessity leave and shall state which of the above circumstances is the reason for the absence to qualify for the personal necessity leave.

### **11.7 Bereavement Leave**

Each unit member is granted paid time off, not to exceed a total of three (3) days of leave if within the state and five (5) days of leave if out of state at full pay in any school year in the event of a death in the immediate family. For the purpose of this Section, the immediate family of an employee includes: mother, step-mother, or foster mother; father, step-father, or foster father; mother-in-law, father-in-law, grandmother, grandfather or grandchild, spouse or domestic partner and their parents, grandparents and children; daughter, step-daughter, daughter-in-law, son, step-son, son-in-law, sister, step-sister, foster sister, brother, step-brother, foster brother or any relative living in the immediate household of the employee.

If more than one such death occurs simultaneously, the leaves may be taken consecutively.

### **11.8 Leave for Pregnancy Disability**

Unit members are entitled to use accrued sick leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The unit member and her physician shall determine the length of such disability leave.

The unit member and her physician shall determine the date on which the unit member is capable of resuming duties.

Consistent with legal requirements, the unit member on leave from pregnancy disability shall be entitled to return to their same position held immediately before commencement of the leave.

### **11.9 Family Medical Leave**

Family medical leave shall be provided to unit members in accordance with applicable federal and state laws and regulations.

### **11.10 Military Leave**

Military leave shall be provided in accordance with statutory provisions.

### **11.11 Jury Duty Leave**

The unit member, while serving jury duty, shall receive full pay provided any amount for jury duty service, excluding expenses, is paid over to the School. The unit member shall notify the Director and submit a copy of the jury duty subpoena no later than two (2) days following receipt. The unit member shall make every reasonable effort to postpone his/her jury duty service to a time when school is not in session. Upon return to work the unit member shall submit a copy of his/her certificate of service or similar proof of service.

### **11.12 Industrial Accident/Illness Leave**

The unit member shall immediately inform his/her immediate supervisor of any work-related injury or illness when it occurs unless the physical illness/injury makes it impracticable to do so. The unit member, or his/her designee, shall file with human resources, or his/her designee an accident report within two (2) work days of an accident, unless the physical injury makes it impracticable.

Unit members returning to work from an industrial accident or illness leave shall be required to present a physician's release verifying medical permission to return to work.

In accordance with statutory regulations, unit members shall be provided industrial accident and/or illness leave benefits under the following provisions:

- a. The unit member shall be entitled to industrial accident or illness leave for injuries that qualify for worker's compensation under the applicable MCA policy.
- b. Allowable leave shall not exceed sixty (60) days during which MCA is required to be in session or when the unit member would otherwise have been performing work in any one fiscal year for the same accident.
- c. Allowable leave shall not be accumulated from year to year.
- d. Allowable leave shall commence on the first day of absence.
- e. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial sixty (60) day period. Determination whether the injury is disabling beyond the sixty (60) day period shall be made in the reasonable medical judgment of the employee's medical health provider.

### 11.13 Leave without Pay

11.13.1 A leave of absence for up to one (1) year without pay shall be granted to a permanent unit member for the following purposes:

- a. Care for the member of the immediate family who is ill
- b. Long term illness of the unit member
- c. To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required

11.13.2 Unpaid (Sabbatical) Leaves

A leave of absence for up to one (1) year without pay shall be granted upon request to a permanent unit member with a minimum of five (5) years' experience at MCA, for a specific personal reason satisfactory to MCA and approved by the Executive Director/Principal including but not limited to the following purposes (in priority order, from highest to lowest):

- a. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to MCA, including but not limited to professional study in a degree or certificate issuing program at an accredited college or university.
- b. Professional study or research (other than above).
- c. Educational travel or public service.

Employees are eligible for unpaid leave under this subsection once every five (5) years of continuous service provided they are in good standing.

The applicant will be required to provide a detailed plan specifying the purpose and goals of the leave and how the employee and/or the School's instructional program will benefit as a result of the leave.

The Executive Director/Principal will decide whether the applicant is eligible based on the criteria in this Subsection and the information on the application. The decision of the Executive Director/Principal as to eligibility may be appealed through the expedited arbitration procedure in Appendix C.

If more than two (2) employees apply and are deemed eligible for a leave under this subsection, preference will be given to leave requests with the highest priority category, as indicated above. For requests with the same priority, the Executive Director/Principal and UTLA Chapter Chair may mutually determine which applications best meet the needs of the School. If the Principal and Chapter Chair cannot agree, the teacher(s) with the most seniority will be provided the leave.

- 11.13.3 An unpaid leave of absence shall be granted for service in an elected public office for the term of the office.
- 11.13.4 For leaves under Section 11.13.2, employees must submit requests for leave no later than March 15 for the following school year. Leaves may be limited to two bargaining unit members per year. Extensions of such leaves must be requested by March 7 for the following school year and may be granted at the sole discretion of the MCA Board.
- 11.13.5 When a unit member is granted a leave under this section, MCA shall provide the unit member with a document clearly stating the start date and end date of the leave.
- 11.13.6 A unit member who is granted a leave under this section must notify MCA, in writing, of his/her intent to return from the leave no later than three (3) calendar months prior to the expiration of the leave. Failure by the employee to give such notice, shall be considered abandonment of position and resignation from service.

#### **11.14 Disability Leave or Absence**

An unpaid disability leave or absence shall be granted on request to a probationary or permanent employee who has been awarded State Teachers' Retirement Disability benefits for up to thirty-nine (39) months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first, subject to the following conditions:

- a. The leave shall be granted from the effective date of the disability benefits to the end of the school year in which the disability benefits begin. The leave will be extended annually for periods not to exceed a total of thirty-nine (39) months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first.
- b. If the disability benefits are cancelled and the employee is determined to be able to return to service during the period of the leave, by the employee's physician, the employee will be returned to active service.

#### **11.15 Catastrophic Leave**

**Purpose:** MCA shall implement a catastrophic illness program to allow our unit members to be compassionate and caring towards another unit member who is very ill due to serious, long-term medical reasons. The Program literally extends full-pay salary benefits after the employee's personal full-pay benefits have ended.

**Eligibility:** The recipient must currently be on a formal leave of absence for an extended period of time. The time of incapacity to qualify is twelve (12) consecutive weeks. The

recipient must have or be projected to have a zero balance of full-pay illness and a zero balance of vacation.

Once the Human Resources Director confirms that the potential recipient meets the qualifying terms, unit members can pledge to donate full-pay illness days. Within a short period of time donating unit members shall need to confirm their pledges by signature which shall authorize the binding and irrevocable transfer. It shall then be processed for the sole purpose of assisting the specific, designated recipient.

The Terms of the Program of Donation for Catastrophic Illness shall be reviewed and revised, if needed, on an annual basis by MCA and UTLA.

#### **11.16 Paid Parental Leave (Child Bonding)**

An employee with permanent status who is on an approved unpaid leave pursuant to the California Family Rights Act ("CFRA") for the purpose of bonding with a newborn or adopted child may use up to forty-five (45) workdays of accrued sick leave for income replacement during the CFRA leave. Parental Leave may be taken intermittently but the minimum donation shall be two (2) weeks. In order to provide for continuity and stability of instruction, an employee using intermittent Parental Leave must return to active service for a minimum of two (2) weeks before utilizing additional paid Parental Leave. Exceptions may be made at the sole discretion of the Executive Director based on compelling personal circumstances.

## ARTICLE 12

### LAYOFFS

- 12.1** All provisions of the California Education Code relating to the provisions for layoff are incorporated into this Agreement, including but not limited to the provisions listed herein.
- 12.2** Layoffs may occur at the end of the year if there is insufficient work, programmatic changes or insufficient funds to justify the existing number of unit members. All affected unit members shall receive their notice of layoff no later than March 15 of the current school year for the following school year.
- 12.3** There shall be no layoffs prior to the end of the school year. The Principal and MCA Collaborative Governing Board Chair or designee shall meet with a UTLA Representative and the UTLA Chapter Chair, at least fifteen (15) calendar days prior to the issuance of layoff notices, but in no case later than March 1, to discuss the impact of potential layoffs on the unit members.
- 12.4** If a layoff takes place, the following criteria shall be used in priority order:
- a. Seniority/Length of certificated service as defined by the California Education Code layoff provisions.
  - b. In the event two (2) or more members share the same seniority date, the tie shall be broken by random lottery conducted in the presence of at least one UTLA representative and those unit members who are at risk of layoff.
- 12.5** No remaining unit member shall have his/her work load increased as a result of such layoff.
- 12.6** The parties agree that services described in Article 1, Recognition, shall be performed only by bargaining unit members and MCA shall not contract or subcontract with any individual or organization for work formerly performed by laid off unit members.
- 12.7** Members of the bargaining unit who are laid off, and appeal to a hearing, whose layoff is thereafter found to be inconsistent with provisions of law or regulations, shall be immediately restored to employment with no loss of pay or benefits.
- 12.8** Unit members who are laid off shall be entitled, along with their dependents, to continue enrollment in the health benefits plan offered by MCA. MCA shall pay for this plan until the end of the current plan year. Thereafter, the laid-off member may pay the necessary premiums on a monthly basis as provided by COBRA.
- 12.9** Individuals who have been laid off shall be placed on a Rehire List for a period of thirty-nine (39) months after the date of the layoff and shall be offered re-employment in the order of seniority of those holding the appropriate certification.

- 12.9.1 When a position opens, the job offer shall be made by phone call and via certified mail to the address on file. Unit members shall have ten (10) calendar days from the date of notice to respond.
- 12.9.2 Unit members who decline the offer of a position requiring the same credential as the position from which they were laid off, shall be removed from the Rehire List and shall have to reapply for future employment consideration.
- 12.9.3 Unit members who decline the offer of a position requiring a different credential as the position from which they were laid off, shall remain on the Rehire List but only for a position requiring the same credential as the job from which they were laid off.
- 12.9.4 No prospective employee may be offered a position until every qualified unit member on the Rehire List has been offered re-employment.
- 12.9.5 When a unit member is re-employed, the time spent on the Rehire List shall not constitute a break in service.

## ARTICLE 13

### COMPENSATION

#### 13.1 Salaries

Salaries shall be based on the attached salary tables T, L, and C (see Appendix A) from the LAUSD-UTLA collective bargaining agreement as adapted by Montague Charter School and placed in the appendix section of this contract. The goal of all salary compensation is that MCA employees shall receive comparable salaries (same or better) to those offered LAUSD employees.

For 2022-2023, MCA will offer a thirteen percent (13%) increase as follows: the salary schedule will be adjusted to show a retroactive increase of eight and one-half (8 ½ %), in addition to which unit members (including substitutes) will receive a four and one-half percent (4 ½ %) bonus payment by May 1, 2023.

For the 2023-2024 school year, all certificated salary tables shall be increased by 7.7% in two (2) installments for a total two-year increase of 16.2% by the end of the second year, as follows:

- a. Effective July 1, 2023, all certificated salary tables shall be retroactively 5.7%
- b. Effective January 1, 2024, all certificated salary tables shall be increased by 2.0% for a total increase of 16.2% over two years (8.5% + 7.7% = 16.2%)

Beginning 2024-2025, the parties agree that MCA will adopt and implement a “Counselor” Table and new “L” table (see Appendix A). The “L” Table applies only to Interns. For unit members using other “emergency” type permits (i.e. STSP, TPSL, etc.) the rates in Article 23 Substitute Employees apply

For 2024-2025, all certificated salary tables shall be as follows:

- a. Effective July 1, 2024, all certificated salary tables shall be increased three percent (3.0%), except for the new Counselor Table and “L” Tables which already reflect this increase; and
- b. Effective January 1, 2025, all certificated salary tables shall be increased by another four percent (4.0%).

#### 13.2 Full-Time Basic Assignments

For compensation purposes only, full-time basic assignments shall be the number of hours per working day. Each employee with less than a full-time assignment shall receive the same fraction of full salary for the position which the fraction of assignment bears to full-time assignment.

**13.3 Allocation to Preparation Salary (T) Table**

Rating-in of Employees Serving Under Regular Credentials: Employees serving under regular credentials who are assigned to positions paid on the Preparation Salary (T) Table shall be allocated to the table as follows. Schedule placement shall be in accordance with point totals as shown. The step placement shall be determined from the following table up to a maximum of Step 10.

| <b>Years of Acceptable Experience</b> | <b>Step</b>            |
|---------------------------------------|------------------------|
| 0                                     | 1                      |
| 1                                     | 2                      |
| 2                                     | 3                      |
| 3                                     | 4                      |
| 4                                     | 5                      |
| 5                                     | 6                      |
| 6                                     | 7                      |
| 7                                     | 8                      |
| 8                                     | 9                      |
| 9 (or more)                           | 10 (maximum placement) |

Counselor Placement: Counselors will be placed on the Counselor Salary Schedule. This placement will not result in a reduction in pay for any current MCA employee; if necessary, compensation for any current counselor will be “frozen” until the Salary Schedule catches up to and exceeds their current compensation.

**13.4 Approved Experience**

13.4.1 New contract employees assigned to positions paid on the Preparation Salary (T and L) Tables shall be allowed credit for the types of paid experiences which are listed below, for the purpose of allocation to the salary schedule, provided that proof of such experience has been submitted, and that no more than one year of credit may be granted for experience acquired during any one school year.

13.4.2 Qualifying experience involving prior service shall be limited to assignments of one semester or more. Credit may be granted for MCA experience, including long-term substitute service, during the year in which rating-in is effective. Subject to the above, the applicable experience is as follows:

- a. Day school certificated experience in approved public schools and teaching experience in approved institutions of collegiate grade level.

- b. Day school experience in approved elementary and secondary schools other than public schools, such credit not to exceed five years.
- c. Additionally, pre-school or other early childhood education experience must have been in state accredited, state or federal approved, or Early Education Center permit programs;
- d. Special Education experience must also have been at work sites or in programs that were state certified, provided instructional rather than custodial care, or were receiver schools for public school students under provisions of Public Law 94-142.

### **13.5 Step Advancement**

An employee not on the maximum step of the schedule shall receive a step advancement effective at the beginning of the employee's regular annual assignment basis in accordance with the following:

- a. Pay Period Rate Schedule. The employee must have been paid for service or for paid leave on the employee's current or higher schedule for the number of hours corresponding to 130 full-time days during the previous school year

### **13.6 Schedule Advancement and Degree Differential:**

Schedule advancement will be granted provided the total point credit meets requirements for schedule advancement, and the point applications and verifications have been properly filed in accordance with established regulations and procedures.

For employees paid on the Preparation Salary (T and L) Table the effective date of the schedule advance shall be the beginning of the employee's first pay period which begins after (1) the required points were completed provided verification is received within four (4) calendar months, or (2) the filing date of the point application, whichever is later.

### **13.7 Additional Hours**

Any and all of the additional hours worked shall be paid at the per diem hourly rate.

### **13.8 Replacement Pay**

When teachers are required to take additional students because a substitute teacher is not available the teacher shall receive one (1) hour of pay for every three (3) students assigned to their classroom for the day.

### **13.9 Additional Salary Increments Beyond the Salary Table**

See Appendix A.

13.9.1 Eligibility for Career Increments:

An employee being paid on the maximum step of the Salary Table is eligible for a career increment as soon as the requirements set out below are met.

13.9.2 Preparation Salary Tables:

To be eligible for the first career increment, the employee must have met step advancement requirements for five (5) years while allocated to the maximum (steps 10 - 14) of the Preparation Salary Table, or a higher rate while not paid on the Preparation Salary Table.

**13.10 Advanced Degree Differentials**

Masters Degree: \$1000 per year

Doctorate Degree: \$1500 per year

13.10.1 Eligibility for Degree Differential: An employee on the Preparation Salary Table is eligible for a degree differential under the following conditions:

- a. Possession of an earned master's degree or other equal advanced earned degree of at least equivalent standard granted by an accredited institution of higher learning or earned degree of at least equivalent standard granted by a foreign university, the equivalency of any degree being determined by the Board, or
- b. Possession of an earned degree of doctor of philosophy or other earned degree of equivalent standard, the granting and equivalence according to the provisions of subsection "a" above, or
- c. Possession of an earned professional doctor's degree or other degree of equivalent standard granted by an accredited institution of higher learning, provided that:
  - i. The requirements for the above degree include the completion of a three-year doctoral or equivalent program in the professional field in which the degree is obtained; and
  - ii. The employee has a baccalaureate or other earned degree of at least equivalent standard granted by an accredited institution of higher learning.
- d. Satisfactory evidence that the degree has been granted or that all requirements have been met and that the employee is eligible to

receive the degree must be filed according to the time limits and other point regulations.

### 13.11 Payroll Errors

**Limitations Upon Recovery:** Any payroll or other salary errors claimed by an employee against MCA in a timely manner as provided in the grievance procedure of Article 5, shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, MCA shall be limited in its retroactive recovery against the employee to a three (3)-year period dating from the discovery of the error.

**Salary Overpayments:** \$200 per pay period shall be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two (2)-year period.

**Payroll Errors - Prompt Correction:** If MCA fails to issue a scheduled regular pay warrant, or makes an error of \$100 or more due to problems involving assignment, time reporting, payroll processing or the like, the employee may request an Emergency Pay Allowance for the amount of the estimated payroll error. Such a request is to be made to the person at the work site who is responsible for reporting time. MCA shall issue the Emergency Pay Allowance for approximately the amount of the error and have it prepared by 5:00 p.m. of the next work day after the error is reported to MCA. Those warrants not picked up by the employee shall be mailed to the employee that same day. Any portion of an Emergency Pay Allowance may be recovered against future salary warrants if MCA later determines that the employee was not entitled to keep the payment.

**Other compensation errors:** Other compensation errors can include rating-in, retirement classification, domestic partner deductions, etc. Other compensation errors claimed by an employee against MCA in a timely manner as provided in the grievance procedure of Article 5, shall be corrected retroactively from the date of claim. All claims shall be date stamped and resolved within six (6) months of the claim.

**Payday:** The first of the month payday procedures shall be retained.

### 13.12 Retirement Bonus

In order to encourage employees who remained at MCA, employees who were employed by LAUSD for 1992-93, and then retire from the MCA (on an STRS-eligible basis) commencing July 1, 1994 or thereafter, shall receive a lump sum bonus at the time of retirement. Upon retirement, an employee shall be paid an amount determined by multiplying the employee's regular daily rate for the year preceding the retirement date by 20.4

### 13.13 Yearly Attendance Incentive

0 days off per year: \$500.00

### **13.14 Salary Point Credit**

In order to qualify for salary point credit, coursework must be directly related to the subjects commonly taught at MCA or the coursework must be completed as part of a broader accredited education program such as First Aid or CPR. The coursework must also enhance the employee's knowledge of the subject(s) taught as well as increase the methodology skills associated with teaching those subjects.

#### **Salary Point Credit Guidelines:**

- a. All coursework must have a grade of "C" or better or show the equivalent of a passing grade (e.g., "satisfactory" or "pass") in order to receive credit. In all cases, coursework that reflects a grade of "D" or below (including "no credit," "unsatisfactory," or "No Pass") shall not be eligible for salary point credit.
- b. A salary point shall be (a) a semester unit as defined by the University of California or (b) a unit of measurement established by MCA and deemed the equivalent of a University of California semester unit (fifteen (15) contact hours with an instructor plus thirty (30) hours of outside preparation for each semester unit). Quarter units awarded by some institutions of higher education in place of semester units shall be computed as the equivalent of two-thirds of a semester unit.
- c. Except as otherwise provided, units completed prior to earning a Bachelor's degree are not eligible for salary point credit. However, if these units otherwise count towards an earned graduate degree or teaching credential, salary point credit may be granted in accordance with the requirements of this Article. It is the employee's responsibility to provide the required evidence to MCA.
- d. Provided that MCA continues to be chartered by LAUSD, point credit courses offered by LAUSD shall be counted for the same number of salary points recognized by LAUSD.

#### **13.14.1 Joint MCA/UTLA Salary Point Credit Committee:**

- a. The joint MCA/UTLA Salary Point Credit Committee shall be composed of 5 members as appointed by the Principal and the Chapter Chair (one (1) member is from the administration, one (1) member is a UTLA Chairperson or designee and the remaining three (3) members are from each of these committees: Budget, Curriculum, and Personnel.

- b. The Joint MCA/UTLA Salary Point Credit Committee responsibilities consist of, and are limited to, the following:
- i. Review and pre-approval of applications from individuals, organizations, institutions (other than accredited institutions) to offer non-accredited courses to teachers,
  - ii. Review and pre-approval of courses to be taken at non-accredited institutions,
  - iii. Review and pre-approval of a limited list of institutions from which MCA will accept distance or on-line learning courses,
  - iv. Development and approval of related blocks of study for teachers, to be identified as “Professional Domains of Study,” which shall be pre-approved for salary point credit,
  - v. Review and approval of non-accredited professional development programs which could not reasonably be pre-approved,
  - vi. Review and approval of possible Educational Travel and Work Experience Projects for salary point credit. Review and pre-approval of travel plan or work experience project submitted by employee.
- c. The Salary Point Credit Committee may also, in the exercise of its approval rights, impose reductions in credit or suspend or cancel approval of previously-approved classes if the Committee determines that a program or course does not meet requirements and should not receive the full unit value claimed by the provider. When the Committee exercises these rights, it shall inform in writing, as soon as practicable, all bargaining unit members. Because it is a joint Committee, all of its decisions made pursuant to this Section shall be considered final and binding, and not subject to the grievance/arbitration process.

### **13.15 National Board Certification**

Policies and practices currently in effect at MCA with respect to amounts of and requirements for extra compensation for members who have received National Board Certification shall remain in effect.

The Joint MCA/UTLA Salary Point Credit Committee established above, will discuss alternatives and make recommendations to both MCA and UTLA for purposes of consideration in future negotiations. Any such recommendation(s) shall be included in bargaining as an automatic reopener.

National Board Certification (NBC): MCA has agreed to establish a program for payment of additional compensation to UTLA-represented permanent employees who work directly with students on a daily basis in a classroom setting who obtain National Board Certification (NBC) from the National Board for Professional Teaching Standards (NBPTS). The additional compensation shall be implemented in the following manner:

- a. Each qualified employee in permanent or probationary status shall receive compensation at their daily rate for actually working a number of additional days/hours equal to 7 1/2% of their work year (92 hours) and shall also receive a differential of 7 1/2% per year for a total of 15% increase in compensation above their base rate.
- b. Teachers must work in the classroom for a minimum of 60% of the day to earn 100% of the 15% increase in compensation. Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher will receive 50% of the 15% -- or 50% of the 7 1/2% for holding the certification and 50% of the 7 1/2 % for completing 46 required additional hours of work.
- c. The 92/46 hours of compensated assignment shall be based on MCA needs and finances, and follow the guidelines found in Appendix B. This program shall be available to employees serving in a position which is currently eligible for the NBC pursuant to current NBPTS requirements. Such qualified employees shall continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties.
- d. To satisfy the 92 hours requirement, employees shall follow NBC guidelines as set by LAUSD and submit the evidence of tasks performed and hours worked to the Salary Point Credit committee for review and approval.

#### 13.16 Lead Teacher Stipend

A unit member who serves as a Lead Teacher (see 10.5) shall be granted a stipend of \$750 per year. If a grade level is served by more than one (1) Lead Teacher, then the unit members serving as Lead Teachers may split the stipend.

The Lead Teacher stipend shall be paid in twelve (12) equal monthly installments in the unit member's regular payroll checks.

13.17 **Coordinator Stipend**

Effective June 30, 2019 out of classroom coordinators shall be granted a stipend of \$2500 per year.

13.18 **Committee Chair Stipend**

A unit member who serves as an MCA Governance Committee Chair shall be granted a stipend of \$750 per year. If the committee has a Co-Chair, then the Chair and Co-Chair may split the stipend. The Committee Chair stipend shall be paid in twelve (12) equal monthly installments in the unit member's regular payroll checks.

## ARTICLE 14

### HEALTH AND WELFARE BENEFITS

#### 14.1 Provision of Health Benefits

MCA will continue to provide the following benefits (or reasonable equivalent) to full-time employees, their spouses or qualified domestic partners (as defined by the State of CA), and their qualified dependents, at MCA's cost:

- Kaiser – High (100%)
- Anthem Blue Cross Select HMO – High (100%)
- Anthem Blue Cross PPO – High (see 14.1.2)
- Deltacare HMO or PPO 2000
- VSP Vision
- \$25,000 Group Term Life Insurance

14.1.1 The parties recognize that plan providers (i.e., insurance companies) are free to change the names of the plan as well as plan benefits/coverages; in such event, subject to negotiations, MCA will make the closest available plan available.

14.1.2 Unit members who choose the Anthem Blue Cross PPO plan shall pay the difference between that plan and the costlier of the available HMO plans unless the PPO plan is cheaper than the HMO plan.

#### 14.2 Eligibility for Plans

Eligibility requirements for employees and dependents shall be as provided in the applicable plan for every unit member who is half-time or more of a full-time assignment. As a condition to receiving health benefits, a substitute must have worked 105 full-time equivalent days in the past year and remain in paid status.

#### 14.3 Enrollment:

14.3.1 For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. MCA shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

14.3.2 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided the eligible employee submits

proof of eligible status. A domestic partner of an eligible employee may be covered as a dependent.

#### **14.4 Medical Plan Opt-Out/Cash-Back**

If both spouses or domestic partners are MCA employees and each is covered both as an employee and as a dependent, MCA shall pay them \$2,000 if they agree to accept coverage under the same plan (one as an employee and the other as a dependent). If the MCA employee agrees to waive coverage under the MCA plan and accepts coverage solely under a plan of the spouse's employer (not MCA), MCA shall pay \$2,000 to the employee.

#### **14.5 Life Insurance**

For the MCA-paid life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit; MCA shall enroll all unit members upon employment.

#### **14.7 Continuation of Enrollment**

With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for MCA contribution, the employee may arrange for continuance of enrollment under COBRA.

#### **14.8 Extended Medical Leave**

Employees shall receive an extension of the "Continuation of Enrollment" by qualifying for an Extended Special Medical Leave under the following conditions:

- a. The employee must have accumulated a minimum of 20 years of qualifying service;
- b. The employee must suffer from a physical condition of a permanent debilitating, irreversible nature so as to make continuation of employment an extreme hardship (e.g., certain forms and advanced stages of multiple sclerosis, cancer, sickle cell disease, diabetes, cerebral palsy and muscular dystrophy, etc.);
- c. The Extended Special Medical Leave may be renewed annually and, if continued until retirement under STRS/PERS, shall permit the employee to qualify for MCA-paid insurance plans upon receipt of retirement allowances.

## **14.9 Other Post-Employment Benefits**

- 14.9.1 Eligibility for retiree health benefits shall be determined by the 2008-2011 agreement between UTLA and the Los Angeles Unified School District except as modified by this Agreement (See Section 14.10 below).
- 14.9.2 Employees who were hired before the 1996 conversion to charter status who work for MCA and/or are eligible to retire at age 55 (based on STRS criteria) by June 30, 2015 shall have no change to their retiree health benefits.
- 14.9.3 Effective June 30, 2017 those employees who do not meet the criteria above shall, after retirement, contribute 10% of the cost of premiums for retiree health coverage should they choose to take advantage of said benefit with no other change in the conditions or eligibility requirements of said benefits.
- 14.9.4 There shall be no future change in retiree health benefits or costs for those retired prior to July 1, 2017.
- 14.9.5 MCA shall maintain an investment fund exclusively for the funding of future retiree health benefits for unit members and their eligible dependents for the funding of future retiree health benefits for unit members and their eligible dependents.

## **14.10 Retirement Health Benefit Coverage**

- 14.10.1 Qualified employees who retire from MCA receiving an STRS/PERS allowance for either age or disability shall be eligible to continue MCA-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement.
- 14.10.2 For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 100 full-time days and was eligible for MCA-paid insurance coverage.
- 14.10.3 The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty-nine (39) months of the last day of paid service.
- 14.10.4 The employee must meet the following requirements:
  - a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

- b. For employees hired on or after March 11, 1984, but prior to July 1, 1987, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.
- c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement shall be required, or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive.
- d. For employees hired on or after June 1, 1992, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits. For employees who have a break in service, this must include at least ten (10) consecutive years immediately prior to retirement.
- e. Any employee hired on or after March 1, 2007 shall be required to have a minimum of fifteen (15) consecutive years of service with MCA immediately prior to retirement, in concert with the “Rule of 80” eligibility requirement (section (d) above) to receive employee and dependents’ health and welfare benefits (medical dental and vision) upon retirement as provided for in this agreement.
- f. Effective with employees hired on or after April 1, 2009, years of qualifying service and age must total at least eighty-five (85) in order to qualify for retiree health benefits. This must include a minimum of twenty-five (25) consecutive years of service with MCA immediately prior to retirement.

**ARTICLE 15**

**CLASS SIZE**

**15.1** Class size maximums (“soft cap”) shall be as follows:

| Grade Level | Maximum (“soft cap”) |
|-------------|----------------------|
| K-1         | 22                   |
| 2-3         | 24                   |
| 4-5         | 28                   |

However, the teacher and administrator may mutually agree to exceed the soft cap by up to an additional two (2) students (“hard cap”). If the soft cap numbers are exceeded after the first ten (10) instructional days of the semester, the affected teacher will receive additional monthly compensation for the additional workload and preparation time in the amount of one hundred (\$100) dollars for one (1) student and two hundred (\$200) dollars for two (2) students in excess of the soft cap. For the purposes of this section, if a teacher’s class size exceeds the soft cap by five (5) days or more (after the fifth week of the semester), the teacher shall be eligible to receive the full amount of compensation for the month. For fewer than five (5) days, the compensation shall be prorated to the number of days.

When new students are enrolled current class size shall be considered and all efforts shall be made to balance class enrollment.

15.1.1 It is understood by the parties that split/combination classes are not ideal for students, but that enrollment numbers may occasionally necessitate the creation of split/combination classes. In such circumstances, MCA will first consult with the affected grade level teams to attempt to find possible solutions to avoid the creation of split/combination classes, or to explore ways to best mitigate the challenges of split/combination classes.

**15.2** MCA agrees to consider the number of students with IEPs and all efforts shall be made to balance students with IEPs in each class.

**15.3** The Resource Specialist Program (RSP) shall have a caseload of 28:1.

15.3.1 The RSP caseload ratio of 28:1 shall not be exceeded unless the affected employee signs a waiver allowing the ratio to be exceeded. However, no waiver under this section shall allow a caseload that exceeds 32:1. In order to adhere to this to this caseload ratio, MCA may hire outside contractors to service the number of students that exceed the ratio. However, when the number of excess students reach twenty (20), MCA shall attempt to hire an additional RSP teacher.

## ARTICLE 16

### SAFETY

#### 16.1 General

With faculty participation, MCA shall develop (and annually review) its School Emergency Operations Contingency Plan and current Safe School Plan for distribution to each employee. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, MCA shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at MCA and whatever training is required by the plan shall take place. Violations of each School Safety Plan are subject to the grievance procedures.

It is MCA's commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within MCA. MCA shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and to otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

#### 16.2 School Safety Planning Committee

MCA shall establish a School Safety Planning Committee. The UTLA Chapter Chair or designee shall be a member of the committee. With faculty participation, the School Safety Planning Committee shall develop (and annually review) a current Safe School Plan for distribution to each employee. This plan shall be reviewed and approved by the MCA Board prior to distribution to employees. These plans are expected to cover contingency plans including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, MCA shall take into consideration health and safety for persons with disabilities. Within the first three months of the school year the plans referenced above shall be reviewed at MCA and whatever training is required by the plan shall take place.

#### 16.3 Compliance

MCA shall conform to and comply with all other health, safety, and sanitation requirements imposed by local, state or federal law or regulations adopted pursuant thereto including the California Occupational Safety and Health Act (Cal-OSHA), as amended (California Labor Code Section 6300, et. seq.) regulations relating thereto (California Administrative Code, Title 8, Sections 330, et, seq.), Chapter 2 of Part 19 of the California Education Code

relating to School Safety, Article 3.6 (commencing with Sections 32228), and 3.8 (commencing with Section 32239.5). Recitation of these and related laws herein is for reference only and not for incorporation into the Agreement.

#### **16.4 Reporting Unsafe Conditions**

Employees shall be responsible to report, in writing, to the immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition. No employee shall be discriminated or retaliated against as a result of reporting alleged unsafe or hazardous conditions.

#### **16.5 Investigation of Unsafe Conditions**

As part of its responsibility for ensuring a safe working environment, MCA shall assume the responsibility to immediately investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied within a reasonable timeframe.

#### **16.6 Security Cameras**

16.6.1 If an MCA investigation of a unit member for alleged wrongdoing that may result in disciplinary action involves security camera evidence, MCA must share this information and provide the unit member with a copy of the footage at least two (2) full workdays before questioning or conducting an investigatory interview of the unit member. Should MCA fail to comply, it will be prohibited from utilizing security camera evidence, whether in its entirety or partially, as the factual foundation for disciplinary action.

16.6.2 A maximum of two (2) security cameras may be installed in the Main Office and will be positioned in such a way as to be limited to recording individuals standing directly in front of and directly behind the front desk/visitors' counter, without extending beyond those areas. The security camera should not capture images of the workstations of any unit members.

16.6.3 MCA will neither opt for the audio capabilities option offered by the vendor supplying the security cameras nor activate audio recording capabilities at any time.

16.6.4 Security camera footage will not be utilized or have any bearing on a unit member's performance evaluation unless related to the commission of misconduct subject to Section 1, above.

#### **16.7 Use of Unit Member Vehicle for School Trips**

Unit members are not authorized by MCA to drive students on extra-curricular (school sponsored) field trips.

## **16.8 Reporting Assaults**

Unit members shall immediately report cases of assault or attacks suffered in connection with their employment to their Principal or immediate supervisor and to the local law enforcement. There shall be no reprisals to the unit member for making reports to law enforcement. Unless requested otherwise by the member making the report, the UTLA Chapter Chair shall be informed and receive a copy of any document submitted in connection with the report.

## **16.9. Responding to Disruptive Persons**

In responding to disruptive persons on campus, unit members may request MCA to take appropriate action to eliminate such disruption. Such action to be taken shall be at the discretion of MCA but may include ouster (removal) measures or possibly injunctive (restraining order) relief. If the administration does not take the requested action, the member is entitled, upon request to a written explanation.

## **16.10 Notice of Student Discipline History**

Unit members shall have a right to review a pupil's cumulative record to examine the discipline history in the School's records to determine if any of the students enrolled in their classroom have any prior suspensions or expulsions. If authorized by law, unit members shall be notified concerning any students under their care who are subject to an IEP or 504. Unit members shall have the right to be informed within five (5) working days (if possible) of any suspensions or expulsion issued to a student in their care or on their roster.

## **16.11 Notice of Student Transfer**

Before a student is transferred by the School from a teacher's class for disciplinary reasons, or due to a parental request, the administrator or designee shall give to the teacher an explanation of the transfer. The teacher may attach a written reply for the record.

## **16.12 Access to School Facilities**

Employees shall have equal access to a telephone, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable manner. Employees shall also have equal access to on-site parking spaces, except that parking spaces are to be reserved as follows:

- a. For identified handicapped staff members and for handicapped visitors as provided by law.
- b. For the school nurse, near the school entrance.

- c. No more than two (2) spaces shall be reserved for staff members having official school business requiring them to leave the school premises and return during school hours on a specific day.

### **16.13 Distance Learning**

In the event that a governmental agency requires the physical closure of MCA due to a health emergency, and mandates distance learning, the parties shall immediately meet to negotiate the terms and conditions of providing distance learning.

## ARTICLE 17

### ACADEMIC FREEDOM

#### 17.1 Determination of Grades

The grade given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by MCA except in situations of clerical or mechanical mistake, fraud, bad faith, incompetency, or failure to comply with then-current MCA grading procedures and criteria in accordance with Education Code Sections 49066 and 49067. A grade shall not be changed for any of the above reasons unless the responsible teacher has, to the extent practical, (a) been given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) been included in discussions relating to the change of grade. Claimed violations of this section are subject to the grievance procedures of Article V.

#### 17.2 Lesson Content

In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion:

- a. is appropriate to the age and maturity level of the students;
- b. is related to and consistent with the state and federal standards, course of study, and textbook/materials for the class in question; and
- c. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.

#### 17.3 Guest Speakers

Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than forty-eight (48) hours prior to the proposed appearance. The administrator shall as soon as possible, and no later than twenty-four (24) hours prior to the proposed appearance, approve or disapprove the guest speaker, after considering the following factors:

- a. competency of the proposed speaker to address the proposed subject, including the speaker's experience, training and expertise;
- b. the educational value of the proposed program or address; and whether the proposed presentation, in the context of the teacher's overall instructional program, is consistent with the standards of Academic Freedom and

Responsibility contained in Section 17.2 above. If the proposed guest speaker meets all of the criteria of 17.2 and 17.3 except 17.2(c), the proposed presentation may nonetheless be approved if the overall presentation in question adequately presents the opposing points of view (e.g., by providing a balancing advocate speaker, film, etc.).

#### **17.4 Appeal Procedure**

If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to an administrator by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and an administrator. If the lesson content or speaker is disapproved or restricted by an administrator, the reason(s) therefore shall, upon verbal request, promptly be provided to the teacher in writing.

The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the MCA Governing Collaborative Board. The Board's decision shall be final and not subject to further appeal or the grievance procedure.

#### **17.5 Ownership of Materials**

The respective rights of an employee and MCA as to ownership of materials and publications developed by the employee are as follows:

- a. If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, and shall be provided to MCA at no cost.
- b. If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of MCA resources, the materials are the exclusive property of the employee.
- c. If the materials were developed by the employee as a project assigned by MCA, or in fulfillment of a specific assignment, the materials are the exclusive property of MCA.

## ARTICLE 18

### TRANSITIONAL KINDERGARTEN & KINDERGARTEN

- 18.1** Transitional Kindergarten (TK) is the first of a two-year kindergarten program, as defined in SB 1381 (Simitian), known as the Kindergarten Readiness Act of 2010. TK teachers at MCA are required to have the same credentials as kindergarten teachers. All provisions of this contract that apply to Kindergarten teachers shall apply to TK teachers, unless specified below.
- 18.2** Each TK class shall have a credentialed TK teacher and a Teaching Assistant. The goal shall be to assign the Teaching Assistant to twenty (20) hours per week in TK and Kindergarten.
- 18.2.1 Unit members shall have the right to interview prospective Teaching Assistants prior to assignment.
- 18.2.2 The Principal shall consider the teacher's input before assigning a Teaching Assistant.
- 18.3** TK and Kindergarten classrooms shall have no more than twenty-two (22) students.
- 18.4** TK and Kindergarten shall have the following hours:
- 18.4.1 Each class shall begin at 8:15 a.m. and end at 2:35 p.m. on Mondays, Wednesdays, Thursdays and Fridays.
- 18.4.2 Each class shall begin at 8:15 a.m. and end at 1:35 p.m. on Tuesdays.
- 18.5** TK shall utilize a modified kindergarten curriculum that is age and developmentally appropriate.
- 18.5.1 Unit members shall be involved in the development of TK curriculum as appropriate.
- 18.5.2 Development of TK curriculum shall be done during the regular duty day.

**ARTICLE 19**

**HOLIDAYS AND VACATION**

**19.1 Holidays**

The basis of assignment for employees shall determine the holidays for which they receive pay according to the provisions of Sections 19.2 and 19.3. Holidays authorized for each assignment basis are indicated in the following table:

| <b>Assignment Basis</b> | <b>Holidays</b>  |
|-------------------------|--|
| A                       | Holidays listed and any other holidays declared by the Board to apply to these employees.                                |
| B, C                    | Holidays listed and any school holidays or other holidays declared by the Board which come within the assignment period. |

**Listed Holidays:**

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Admissions Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Year's Day

**19.2 Holiday Pay - Substitute Employee Reassigned as a Probationary or Permanent Employee**

A long-term substitute shall receive holiday pay at the substitute salary rate, provided the employee served either on the last day of the assignment preceding the holiday or on the first day of the assignment following the holiday.

**19.3 Payment for Holidays**

An employee shall receive pay in a regular assignment (or in an assignment in lieu of the regular assignment as a temporary adviser, acting employee, or as a substitute in a higher class than that of the regular assignment) for holidays listed and for other holidays

authorized by the Board which are part of the employee's regularly assigned days, subject to the following conditions and exceptions:

- 19.3.1 If the employee has been in paid status during any portion of the last working day of the assignment preceding the holiday or during any portion of the first working day of the assignment following the holiday, provided that:
  - a. An employee on a military leave of absence entitled to compensation under Article 13 shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.
- 19.3.2 If the first day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the next following working day; or
- 19.3.3 If the last day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the last working day preceding the holiday.

## ARTICLE 20

### PROFESSIONAL DEVELOPMENT

#### 20.1 Purpose and Goals

Regular professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of MCA. At its best, professional development and continued learning is grounded in the instructional goals and programs of MCA, the best practices of successful teachers, and the everyday needs of students and teachers. While no professional development program will accomplish all goals for all participants, it is agreed that all professional development programs and activities -- whether designed and/or delivered by MCA or an outside provider-- should seek to achieve the following goals, as applicable:

- a. Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and/or MCA standards, initiatives, and/or priorities;
- b. Be appropriately responsive to MCA's needs assessment and/or evaluations of similar programs offered in the past;
- c. Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
- d. Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
- e. Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;
- f. Be intellectually engaging and reflect the complexity of the teaching and learning processes; and
- g. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.

## **20.2 Banked Time for Professional Development**

See Article 8, for the minimum on-site obligations relating to the banked time accumulation and schedule.

- a. Professional development “banked” time programs and activities shall be scheduled for Tuesdays;
- b. At MCA, such time shall be accumulated by increasing instructional time by nine (9) minutes per day. Students shall be dismissed sixty (60) minutes earlier than normal dismissal time on Tuesdays, facilitating the use of the banked time for professional development purposes on those days;
- c. The required number of yearly instructional minutes remains the same as without banked time, and there are no changes in the length of the teacher’s minimum daily on-site obligation;
- d. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;
- e. Faculty meetings are not to be conducted on banked professional development time; and
- f. One-half of the annual total of banked professional development time shall be dedicated to programs or activities (including teachers working with one another and with site administrators to improve instruction) which are determined by MCA’s Curriculum Committee. The other half of annual banked professional development time shall be dedicated to programs and/or activities determined by MCA.

## **20.3 The Curriculum Committee’s Role**

In order to ensure effective input from UTLA and certificated staff in the development and implementation of MCA's staff development programs, the Curriculum Committee shall review, discuss, and provide on-going recommendations to the Administrator regarding the development and implementation of the MCA’s professional development programs and the yearly professional development calendar.

## **20.4 Program Evaluation**

At the conclusion of each professional development program, activity or session conducted, the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. The administrators are expected to prepare a brief summary of the evaluation results and distribute same to the Board and the Curriculum Committee on a monthly basis.

## ARTICLE 21

### STUDENT DISCIPLINE, LEGAL SUPPORT AND PROPERTY LOSS

#### 21.1 Codes of Student Conduct

It is the intention of the parties that unit members and administrators work in a mutually supportive manner to maintain proper student discipline.

There are three (3) levels or sources of student disciplinary rules:

- A. In order to improve consistency and accountability in student discipline, MCA shall develop and issue (and may revise from time to time) an MCA Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process;
- B. MCA Governing Board shall issue rules of student conduct, supplemental to and consistent with the MCA Code of Student Conduct; and
- C. A teacher shall also have the right to issue and enforce reasonable rules of classroom conduct applicable to students in the teacher's classes, supplemental to and consistent with MCA rules.

The MCA Governing Board shall annually, at or soon after the start of the school year, post and distribute the school rules of student conduct to students, parents, teachers and staff. Any later changes to such rules shall also be posted and distributed.

#### 21.2 Student Suspensions

- A. In addition to the normal disciplinary measures such as counseling, parent conferences, and office referrals, the teacher may suspend a student from the teacher's class for that day and the following day for any of the causes set forth below. However, this is not to suggest that teacher-imposed suspensions from class are to be the sole, or even typical, remedy for such offenses. Many of these offenses are likely to result in imposition of more extended administratively-imposed suspensions, criminal proceedings and/or expulsions. Therefore, in criminal or other severe situations where the student should not be released from direct supervision, teachers shall contact the site administrator for assistance before taking action. Subject to the foregoing, the offenses which may warrant a teacher-imposed suspension are as follows:

- 1. Disruptive behavior or willful defiance of valid authority, except that class suspensions for TK-3 shall only be undertaken in circumstances of chronic disruptive or willful defiance of valid authority;

2. Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);
  3. Causing, attempting or threatening violence or physical injury;
  4. Theft or damage to school property or personal property;
  5. Extortion or robbery;
  6. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;
  7. Possessing, using, offering for sale or furnishing any drug paraphernalia;
  8. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;
  9. Possessing, using, offering for sale, or furnishing any firearm, or imitation firearm, explosive, knife or other dangerous object;
  10. Falsely reporting a fire or bomb.
  11. Possessing, or using tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
  12. Knowingly receiving stolen school property or private property.
  13. Committing or attempting to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code; or
  14. Harassing, threatening, or intimidating a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- B. Teachers who choose to impose suspensions from their class shall immediately report same to the site administrator and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the

teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.

- C. Prior to or upon the student's return to the classroom, a copy of MCA's documents applicable to the act for which the student was suspended, including corrective action taken, shall be provided to that student's teacher(s).

### **21.3 Legal Assistance and Support**

- A. If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, MCA shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. MCA may, in its discretion under Government Code Section 825, indemnify the employee against punitive or exemplary damages.
- B. If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request MCA to pursue legal action against the student and/or the student's parents or guardians. After evaluating the circumstances, MCA may bring such a legal action to recover damages.

### **21.4 Notification to Teacher Regarding Past Misconduct by Student**

- A. MCA shall adhere to Education Code Section 49079, when a teacher is regularly assigned a student who during the previous three (3) years engaged in the misconduct described below (or who MCA reasonably suspects has engaged in such misconduct), MCA shall inform the teacher of that misconduct. The student misconduct which gives rise to the above notification includes any misconduct which would constitute grounds for suspension from school or expulsion. Such notification and information shall be based upon the records MCA maintains in its ordinary course of business or has received from a law enforcement agency or other school or school district. Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher, and shall not be further disseminated by the teacher.
- B. Before a student is transferred by the school from a teacher's class for disciplinary reasons or due to a parental request, the administrator or designee shall give to the

teacher an explanation for the transfer. The teacher may attach a written reply for the record.

## **21.5 Loss, Destruction, Damage, Theft and Vandalism**

- A. Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall MCA reimbursement exceed \$1000, except that MCA may, upon application (see f. below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.
- B. MCA shall pay the cost of replacing or repairing:
  - 1. An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or
  - 2. The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used in the school or office, when approval for such use was given by the administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or
  - 3. The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds or the site of authorized MCA activities; or
  - 4. The damage to an employee's automobile caused by students being transported by the employee on authorized school business.
- C. Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.
- D. No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.
- E. Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two (2) estimates of the repair costs shall be provided.

- F. A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with human resources within sixty (60) calendar days of the loss.
- G. In the event the employee receives payment from MCA pursuant to this section, MCA shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.
- H. If MCA denies a claim, an employee seeking review may appeal to the Board.

**21.6 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle**

- A. MCA shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is required or properly authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.
- B. In instances where student transportation is not available through routine sources such as parents, MCA transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles. When practical, two (2) adults (one of each sex) shall accompany a student being transported.
- C. Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized to accept custody of the student, or a person otherwise authorized by the parent/guardian.
- D. The responsibility of MCA with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in Section 21.5 above.
- E. Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement per current IRS mileage guidelines.

## ARTICLE 22

### PEER ASSISTANCE AND REVIEW

**22.1** UTLA and MCA are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

#### **22.2 Joint Committee (JC)**

- A. The Joint Committee shall consist of five (5) members, four (4) of whom shall be certificated classroom teachers who are: the UTLA Chapter Chair or designee and one (1) teacher elected by UTLA members from TK/1, 2/3 and 4/5. MCA shall choose the fifth JC member.
- B. The JC shall establish its own meeting schedule. To meet, three-fifths (3/5) of the members of the JC must be present.
- C. The JC shall be responsible for the following:
  - 1. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
  - 2. Selecting the panel of Consulting Teachers.
  - 3. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
  - 4. Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the Principal.
  - 5. Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures shall be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement shall prevail.
  - 6. Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
  - 7. Establishing a procedure for application as a Consulting Teacher.

8. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
9. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
10. Evaluating annually the impact of the PAR Program in order to improve the program.
11. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, JC members and Consulting Teachers may disclose such information only as necessary to administer this Article.

### **22.3 Participating Teachers (PT)**

- A. A Referred PT is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.
- B. A Volunteer PT is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer PT is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer PT. The Volunteer PT may terminate his or her participation in the PAR Program at any time.
- C. The PT shall select his or her Consulting Teacher from the panel of Consulting Teachers provided by the JC. A different Consulting Teacher may be selected to work with the PT at any time during the process when requested to do so by the PT or the Consulting Teacher.
- D. All communication between the Consulting Teacher and a Volunteer PT shall be confidential, and without the written consent of the Volunteer PT, shall not be shared with others.
- E. The PT has the right to be represented throughout these procedures by a UTLA representative of his or her choice.

## 22.4 Consulting Teachers (CT)

- A. A CT is a teacher who provides assistance to a PT pursuant to the PAR program. The qualifications for the CT shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
1. A credentialed classroom teacher with permanent status or a retired MCA teacher
  2. Substantial recent experience in classroom instruction.
  3. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
  4. In filling a position of CT, each applicant is required to submit one (1) reference from an individual with specific knowledge of his or her expertise
  5. All applications and references shall be treated with confidentiality.
  6. Consulting Teachers shall be selected by a majority vote of the JC following classroom observations by the JC.
  7. A CT shall be provided release time as needed. The term of the CT shall be two (2) years, and a teacher may not serve in the position for more than one (1) consecutive term. A teacher shall not be appointed to an administrative position while serving as a CT or for one (1) full year after concluding service as a CT.
  8. Functions performed by Consulting Teachers pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The CT shall continue all rights of bargaining unit members. In addition to the regular salary, a CT shall receive pro rata hourly pay for all work beyond the regular workday and/or work year.
  9. Consulting Teachers shall have the responsibility for no more than two (2) Participating Teachers. Each Referred PT shall receive no less than thirty-two (32) hours of assistance per semester from the CT. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the PT.
  10. The CT shall meet with the Referred PT to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance

plan and develop a process for determining successful completion of the PAR Program.

11. The CT shall conduct multiple observations of the PT during classroom instruction, and shall have both pre-observation and post-observation conferences.
  12. The CT shall monitor the progress of the Referred PT and shall provide periodic written reports to the Referred PT for discussion and review.
  13. The CT shall continue to provide assistance to the Referred PT until he or she concludes that the teaching performance of the PT is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred PT to receive his or her input and signature before it is submitted to the JC. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The CT shall submit a final report to the JC. The Referred PT shall have the right to submit a written response, within twenty (20) working days, and have it attached to the final report. The Referred PT shall also have the right to request a meeting with the JC, and to be represented at this meeting by the UTLA representative of his or her choice.
- 22.5** The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred PT.
- 22.6** MCA agrees to indemnify and hold harmless and provide a defense to UTLA, UTLA members of the JC and Consulting Teachers against any claims, causes of action, damages, grievances, administrative proceedings or any litigation arising from UTLA's participation in the Peer Assistance and Review. UTLA and the JC member or CT retain the right to select his or her own attorney for representation in such actions. MCA shall pay legal costs and fees in such actions.

## ARTICLE 23

### SUBSTITUTE EMPLOYEES

#### 23.1 Preferred Substitutes

23.1.1 Preferred Substitutes List: The names on this list shall appear in order by seniority. Seniority shall be determined by the date that an employee was first added to the list. Substitutes who have served at MCA prior to this agreement shall have that service counted towards their seniority date. Any employee whose name appears on the list may request to be removed from the list by written notification to MCA. MCA shall keep the list current and e-mail the list to the faculty any time there are changes made to the list.

23.1.2 Additions to Preferred Substitutes List: Additional preferred substitutes shall be placed on the list upon approval by the Personnel Committee. A unit member may make a recommendation(s) to add a candidate(s) to the list, provided that the candidate(s) meets legal requirements to serve as a substitute and is not employed by a substitute agency. In adding candidates to the Preferred Substitutes List, the Personnel Committee shall prioritize former MCA employees.

#### 23.2 Salary and Benefit Provisions

23.2.1 The following salary and benefit provisions are in effect for the school year:

- a. Base Rate: The base rate for preferred substitutes who serve in place of employees in the TK-5 program allocated to the Preparation Salary Table shall be \$208.96 per day, effective July 1, 2022. **NOTE: RATE NEEDS TO BE INCREASED TO REFLECT COMPENSATION INCREASES.**
- b. Continuity Rate Increase: Preferred substitutes who serve in place of employees paid on the Preparation Salary Table shall have their rates of pay increased by \$10 per day effective the first day following the completion of service equivalent to 105 days during the school year.
- c. Extended Rate: Effective July 1, 2022, any preferred substitute who serves for more than twenty (20) consecutive work days in the same assignment in place of the same absent employee or in the same unfilled position, in regular TK-5, shall be paid \$281.79 retroactive to the beginning date of the assignment, and shall be subject to the following provisions: **NOTE: RATE NEEDS TO BE INCREASED TO REFLECT COMPENSATION INCREASES.**

- i. Days used by a preferred substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in the consecutive twenty (20) work days requirement.
  - ii. Upon termination of the extended assignment, the substitute shall return to, and be paid at the Base Rate. Should the same substitute within five (5) work days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional work days, the substitute shall again be paid at the Extended Rate retroactive to the beginning date of the return to the position.
  - iii. A substitute may not be released from an assignment as the 21<sup>st</sup> day approaches, for the sole purpose of preventing the substitute from qualifying for the Extended Rate.
  - iv. A substitute who is assigned for ten (10) consecutive days to an unfilled position in which the substitute opens a class at the beginning of the school year shall be paid at the Extended Rate.
- d. Summer School Rate: Substitutes serving in summer school shall be paid \$147.40, for a normal summer school day of four (4) hours, their regular substitute pay rates notwithstanding. **NOTE: RATE NEEDS TO BE INCREASED TO REFLECT COMPENSATION INCREASES.**

### **23.3 Preferred Substitute Assignments**

Unit members may contact their own preferred substitute from the Preferred Substitutes List. If the substitute agrees to accept the assignment, the unit member must notify human resources. If a unit member has no preference, then MCA shall contact preferred substitutes for assignments in accordance with Section 23.4.

### **23.4 Calling Priority Order**

MCA shall call substitutes from the Preferred Substitutes List in the following order:

- a. Former MCA teachers laid off within the past thirty-nine (39) months, by MCA seniority.
- b. In order of Preferred Substitute List seniority.

- c. Substitutes from an agency. If MCA exhausts the Preferred Substitutes List and is unable to secure a substitute for an assignment, then MCA may contact an agency to fulfill the need. The above-referenced rates of pay shall not apply to agency substitutes.

## **23.5 Duties and Expectations**

- 23.5.1 Late Arrival: A substitute who cannot reasonably expect to reach a school before class begins must attempt to call MCA in order that appropriate interim coverage arrangements can be made at the school.
- 23.5.2 Time Reporting: Substitute teachers must fulfill their onsite obligation as defined in Article 8, to receive a full day's pay. Time should be reported to the nearest tenth of an hour (6 minutes) from the time the instruction begins. Those who serve a full day shall be time-reported for the same number of hours as employee for whom they are substituting.
- 23.5.3 Service for less than a full day shall be compensated proportionately unless the late arrival is due to a late call from MCA which does not permit the substitute to arrive at the school before class begins. If the substitute has complied with the provisions of Section 23.5.1, the substitute shall be given an opportunity to make up the late time (up to a maximum of one hour) at the end of the school day. Substitutes who are assigned for less than a full teaching day, but were not so informed at the time of the assignment offer (and it was not otherwise apparent) shall be entitled to a full day's pay, provided that they perform other duties as assigned for the balance of the workday.
- 23.5.4 Release from Assignment: Any employee serving as a substitute may be released from a particular assignment by the Executive Director/Principal or designee at the end of any working day. The official daily service slip completed by the HR director or designee, reflecting hours worked, shall indicate whether the substitute has been held over or released from the assignment. This procedure shall not be applicable to substitutes serving in extended substitute assignment status.
- 23.5.5 Duties: A substitute is expected to perform in a competent manner all of the regular instructional duties of the absent teacher and other duties reasonably assigned by the Principal or designee.
- 23.5.6 Removal from Preferred Substitutes List: The Executive Director/Principal may request that the Personnel Committee remove a substitute from the Preferred Substitutes List. The Executive Director/Principal must provide reasonable evidence related to the employee's poor job performance as a substitute justifying their removal from the list. If the Personnel Committee does not approve the Executive Director/Principal's request, s/he may appeal to the Board, whose decision on the matter shall be final.



| 2.0%       |             | 2024 (January 1, 2024 - June 30, 2024) |             |             |             |             |             |              |  |
|------------|-------------|--|-------------|-------------|-------------|-------------|-------------|--------------|--|
| Teachers * | 20 (min)    | 21 (+14)                               | 22 (+28)    | 23 (+42)    | 24 (+56)    | 25 (+70)    | 26 (+84)    | 27 (+98)     |  |
| 1          | \$64,411.09 | \$64,488.07                            | \$65,174.47 | \$65,250.16 | \$65,937.84 | \$66,044.33 | \$68,592.35 | \$70,119.10  |  |
| 2          | \$64,488.07 | \$65,174.47                            | \$65,250.16 | \$65,937.84 | \$66,044.33 | \$68,288.28 | \$70,577.13 | \$73,368.91  |  |
| 3          | \$65,174.47 | \$65,862.15                            | \$65,937.84 | \$66,044.33 | \$68,288.28 | \$70,240.98 | \$72,636.32 | \$75,506.36  |  |
| 4          | \$65,862.15 | \$65,937.84                            | \$66,044.33 | \$68,288.28 | \$70,637.43 | \$74,269.56 | \$77,230.70 | \$80,326.55  |  |
| 5          | \$65,937.84 | \$66,044.33                            | \$68,288.28 | \$70,637.43 | \$73,384.30 | \$77,153.72 | \$80,236.74 | \$83,455.75  |  |
| 6          | \$66,044.33 | \$68,592.35                            | \$70,942.78 | \$73,384.30 | \$76,254.35 | \$80,175.15 | \$83,380.06 | \$86,722.24  |  |
| 7          | \$67,936.74 | \$69,523.79                            | \$73,339.40 | \$76,206.87 | \$79,182.12 | \$82,251.03 | \$85,470.04 | \$88,796.83  |  |
| 8          | \$69,523.79 | \$72,636.32                            | \$75,474.29 | \$78,389.24 | \$81,455.58 | \$84,797.76 | \$88,445.29 | \$92,154.41  |  |
| 9          | \$71,919.13 | \$74,726.31                            | \$77,641.25 | \$80,678.08 | \$84,248.64 | \$88,095.03 | \$91,955.54 | \$95,801.94  |  |
| 10         | \$73,964.21 | \$77,215.30                            | \$81,227.20 | \$85,530.34 | \$89,697.49 | \$93,955.72 | \$98,120.30 | \$102,454.23 |  |
| 11         |             |  |             |             |             |             |             | \$102,943.05 |  |
| 12         |             |  |             |             |             |             |             | \$103,384.39 |  |
| 13         |             |  |             |             |             |             |             | \$103,859.10 |  |
| 14         |             |  |             |             |             |             |             | \$104,300.45 |  |
| 15         |             |  |             |             |             |             |             | \$105,887.50 |  |
| 16         |             |  |             |             |             |             |             | \$105,887.50 |  |
| 17         |             |  |             |             |             |             |             | \$105,887.50 |  |
| 18         |             |  |             |             |             |             |             | \$105,887.50 |  |
| 19         |             |  |             |             |             |             |             | \$105,887.50 |  |
| 20         |             |  |             |             |             |             |             | \$106,695.78 |  |
| 21         |             |  |             |             |             |             |             | \$106,695.78 |  |
| 22         |             |  |             |             |             |             |             | \$106,695.78 |  |
| 23         |             |  |             |             |             |             |             | \$106,695.78 |  |
| 24         |             |  |             |             |             |             |             | \$106,695.78 |  |
| 25         |             |  |             |             |             |             |             | \$109,519.64 |  |
| 26         |             |  |             |             |             |             |             | \$109,519.64 |  |
| 27         |             |  |             |             |             |             |             | \$109,519.64 |  |
| 28         |             |  |             |             |             |             |             | \$109,519.64 |  |
| 29         |             |  |             |             |             |             |             | \$109,519.64 |  |
| 30         |             |  |             |             |             |             |             | \$114,641.32 |  |

| 3.3%      |             | Initial Counselor Pay Scale |             |             |             |             |              |              |  |
|-----------|-------------|-----------------------------|-------------|-------------|-------------|-------------|--------------|--------------|--|
| Counselor | 20 (min)    | 21 (+14)                    | 22 (+28)    | 23 (+42)    | 24 (+56)    | 25 (+70)    | 26 (+84)     | 27 (+98)     |  |
| 1         | \$66,536.66 | \$66,616.18                 | \$67,325.22 | \$67,403.42 | \$68,113.79 | \$68,223.80 | \$70,855.89  | \$72,433.03  |  |
| 2         | \$66,616.18 | \$67,325.22                 | \$67,403.42 | \$68,113.79 | \$68,223.80 | \$70,541.79 | \$72,906.17  | \$75,790.08  |  |
| 3         | \$67,325.22 | \$68,035.60                 | \$68,113.79 | \$68,223.80 | \$70,541.79 | \$72,558.94 | \$75,033.32  | \$77,998.07  |  |
| 4         | \$68,035.60 | \$68,113.79                 | \$68,223.80 | \$70,541.79 | \$72,968.46 | \$76,720.46 | \$79,779.31  | \$82,977.32  |  |
| 5         | \$68,113.79 | \$68,223.80                 | \$70,541.79 | \$72,968.46 | \$75,805.98 | \$79,699.79 | \$82,884.55  | \$86,209.79  |  |
| 6         | \$68,223.80 | \$70,855.89                 | \$73,283.89 | \$75,805.98 | \$78,770.74 | \$82,820.93 | \$86,131.60  | \$89,584.07  |  |
| 7         | \$70,178.65 | \$71,818.08                 | \$75,759.60 | \$78,721.70 | \$81,795.13 | \$84,965.31 | \$88,290.55  | \$91,727.12  |  |
| 8         | \$71,818.08 | \$75,033.32                 | \$77,964.94 | \$80,976.08 | \$84,143.61 | \$87,596.08 | \$91,363.98  | \$95,195.50  |  |
| 9         | \$74,292.46 | \$77,192.28                 | \$80,203.42 | \$83,340.46 | \$87,028.84 | \$91,002.17 | \$94,990.08  | \$98,963.40  |  |
| 10        | \$76,405.03 | \$79,763.41                 | \$83,907.70 | \$88,352.84 | \$92,657.50 | \$97,056.26 | \$101,358.27 | \$105,835.22 |  |
| 11        |             |                             |             |             |             |             |              | \$106,340.17 |  |
| 12        |             |                             |             |             |             |             |              | \$106,796.08 |  |
| 13        |             |                             |             |             |             |             |              | \$107,286.45 |  |
| 14        |             |                             |             |             |             |             |              | \$107,742.36 |  |
| 15        |             |                             |             |             |             |             |              | \$109,381.79 |  |
| 16        |             |                             |             |             |             |             |              | \$109,381.79 |  |
| 17        |             |                             |             |             |             |             |              | \$109,381.79 |  |
| 18        |             |                             |             |             |             |             |              | \$109,381.79 |  |
| 19        |             |                             |             |             |             |             |              | \$109,381.79 |  |
| 20        |             |                             |             |             |             |             |              | \$110,216.74 |  |
| 21        |             |                             |             |             |             |             |              | \$110,216.74 |  |
| 22        |             |                             |             |             |             |             |              | \$110,216.74 |  |
| 23        |             |                             |             |             |             |             |              | \$110,216.74 |  |
| 24        |             |                             |             |             |             |             |              | \$110,216.74 |  |
| 25        |             |                             |             |             |             |             |              | \$113,133.79 |  |
| 26        |             |                             |             |             |             |             |              | \$113,133.79 |  |
| 27        |             |                             |             |             |             |             |              | \$113,133.79 |  |
| 28        |             |                             |             |             |             |             |              | \$113,133.79 |  |
| 29        |             |                             |             |             |             |             |              | \$113,133.79 |  |
| 30        |             |                             |             |             |             |             |              | \$118,424.49 |  |





| 2024 (July 1, 2024) |             |             |             |             |             |             |             |             |  | 4.00% 2025 January 1, 2025 |             |             |             |             |             |             |             |             |
|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Intern*             | 20 (min)    | 21 (+14)    | 22 (+28)    | 23 (+42)    | 24 (+56)    | 25 (+70)    | 26 (+84)    | 27 (+98)    |  | Intern*                    | 20 (min)    | 21 (+14)    | 22 (+28)    | 23 (+42)    | 24 (+56)    | 25 (+70)    | 26 (+84)    | 27 (+98)    |
| 1                   | \$62,000.00 | \$62,250.00 | \$62,500.00 | \$62,750.00 | \$63,000.00 | \$63,250.00 | \$63,500.00 | \$63,750.00 |  | 1                          | \$64,480.00 | \$64,740.00 | \$65,000.00 | \$65,260.00 | \$65,520.00 | \$65,780.00 | \$66,040.00 | \$66,300.00 |
| 2                   | \$65,025.62 | \$65,275.62 | \$65,525.62 | \$65,775.62 | \$66,025.62 | \$66,275.62 | \$66,525.62 | \$66,775.62 |  | 2                          | \$67,626.64 | \$67,886.64 | \$68,146.64 | \$68,406.64 | \$68,666.64 | \$68,926.64 | \$69,186.64 | \$69,446.64 |
| 3                   | \$65,675.88 | \$65,925.88 | \$66,175.88 | \$66,425.88 | \$66,675.88 | \$66,925.88 | \$67,175.88 | \$67,425.88 |  | 3                          | \$68,302.91 | \$68,562.91 | \$68,822.91 | \$69,082.91 | \$69,342.91 | \$69,602.91 | \$69,862.91 | \$70,122.91 |
| 4                   | \$66,332.63 | \$66,582.63 | \$66,832.63 | \$67,082.63 | \$67,332.63 | \$67,582.63 | \$67,832.63 | \$68,082.63 |  | 4                          | \$68,985.94 | \$69,245.94 | \$69,505.94 | \$69,765.94 | \$70,025.94 | \$70,285.94 | \$70,545.94 | \$70,805.94 |
| 5                   | \$65,675.88 | \$65,925.88 | \$66,175.88 | \$66,425.88 | \$66,675.88 | \$66,925.88 | \$67,175.88 | \$67,425.88 |  | 5                          | \$68,302.91 | \$68,562.91 | \$68,822.91 | \$69,082.91 | \$69,342.91 | \$69,602.91 | \$69,862.91 | \$70,122.91 |

**APPENDIX B**

**NATIONAL BOARD CERTIFICATION TEACHER 92 HOUR PROGRAM GUIDELINES**

Note: Until such time as MCA, through the Joint MCA/UTLA Salary Point Credit Committee develops its own NBCT 92 Hour Program Guidelines, MCA shall, to the extent applicable, use the NBCT guidelines as set by LAUSD, as a guide. The LAUSD NBCT guidelines can be found on the LAUSD website. However, in contrast to the LAUSD NBCT guidelines, unit members shall not be credited for performing any activities under any task listed below without having first obtained written pre-approval from the Principal and Budget Committee Chair.

| <b>Task #</b> | <b>Task Description</b>                          | <b>Brief Description of Activity</b>   | <b>Maximum Hours for Task</b> |
|---------------|--|--|-------------------------------|
| 1             | Teacher Support                                  |  | 40 or 92 (see guidelines)     |
| 2             | NBCT Leadership                                  | 2a. Support for MCA Board, Administration, MCA Standing Committees, or UTLA<br><br>2b. Coordinate School-wide events (15 hrs per event max)<br><br>2c. Technology Support (20 hrs max)<br><br>2d. Analyze data & prepare report (20 hrs max)<br><br>2e. Special School Needs (20 hrs max)<br><br>2f. GATE (25 hrs max) | Varies                        |
| 3             | Providing Professional Development               |  | 92                            |
| 4             | Teach Salary Point Classes                       |  | 92                            |
| 5             | Personal Professional Development                |  | 10                            |
| 6             | Grant Writing                                    |  | 10                            |
| 7             | Writing Student-Based School Plans               |  | 16                            |
| 8             | MCA Sanctioned Coach Training                    |  | 24                            |
| 9             | Providing Parent Education                       |  | 20                            |
| 10            | Other (must be approved by Curriculum Committee) |  | Varies                        |

## **APPENDIX C**

### **SPECIAL EXPEDITED ARBITRATION**

Within two (2) workdays of being informed that they are not qualified for unpaid leave under Section 11.13.2, the applicant can request expedited arbitration by notifying the Executive Director/Principal and UTLA. The school will request a list of three (3) arbitrators from the State Mediation and Conciliation Service. MCA and UTLA representatives will meet as soon as practicably possible to select an arbitrator, who will preside over all disputes arising under this subsection (including other denied applicants, if any, who choose to grieve). The hearing will be held within five (5) workdays or as soon as the arbitrator is available. Each party will have one (1) hour to present their case to the arbitrator, who will issue a bench decision at the end of the hearing. All fees and expenses of the arbitrator will be shared equally by UTLA and MCA. Each party shall bear the expense of presenting its own case.