

MEDIATED AGREEMENT

**BETWEEN
MONTAGUE CHARTER ACADEMY
&
UNITED TEACHERS LOS ANGELES
TO SETTLE 2025-2028 NEGOTIATIONS**

April 24, 2026 (version 4 - final)

This package settlement offer is to settle certificated contract negotiations between Montague Charter Academy (“MCA”) and United Teachers Los Angeles (“UTLA”) for the 2025-2028 school years. Rejection of any of the items proposed constitutes a rejection of the entire package proposal. Consistent with the practice of mediation, MCA reserves the right to return to its previously held positions and previously offered proposals on all items.

Prior to mediation, the parties entered into a tentative agreement on one (1) issue only:

Article 20 Professional Development

In addition to continuing to agree to changes tentatively agreed upon during negotiations (generally indicated in **green**), the attached elements of the package proposal are as follows:

Note: Changes from the previous package proposal (of this morning) are highlighted in yellow; additional changes from version 2 are highlighted in green; Final change re diapers in blue (see paragraph 9).

1. INTRODUCTORY/AGREEMENT PARAGRAPH (TERM)

Proposal: Keep current language but update effective years of the Agreement:

The term of the Agreement shall be three (3) years, closed contract, effective from July 1, 2025, and expiring June 30, 2028.

2. EMPLOYMENT STATUS (ARTICLE 7)

Proposal: For employees hired after July 1, 2026, follow Ed. Code practice of requiring March 15 notice of non-re-election only for employees in their final year of probationary employment.

3. HOURS, DUTIES, WORK YEAR (ARTICLE 8)

Proposal: Status Quo.

4. ASSIGNMENTS (ARTICLE 10) – In addition to agreed-upon language indicated by green type in MCA’s September 18, 2025 proposal:

Rationale 10a: Pursuant to the terms of its charter, MCA is responsible for compliance with State law and can have its charter revoked for a violation, which will not be legally excused by an agreement with UTLA. UTLA rejected

language stating that “all assignments must be consistent with State credentialing requirements.”

Proposal 10a: Add new Section 10.3.1.f: If the enrichment teacher does not possess a single subject credential for the course and is not the teacher of record (“TOR”) for the class, the grade level teacher (who is the TOR) must be present at all times for the duration of the enrichment class. Failure to be present at all times will subject the TOR to progressive discipline.

Rationale 10b: As school leaders, every Coordinator should have an exemplary record of service.

Proposal 10b: Change 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 **three (3) years** ~~five (5) two (2) years.~~

5. **LEAVES OF ABSENCE (ARTICLE 11)** In addition to agreed-upon language indicated by green type in MCA’s September 18, 2025 proposal:

Rationale 11a: Since sick leave is funded by public dollars, Schools must be able to require verification of illness/injury to ensure that leave privileges are not abused.

~~**Proposal 11a:** Change Section 11.3.2 to: **Note: MCA HOLDING** “MCA may require medical verification of the nature and extent of the illness after five (5) days of absence or after the third (3rd) consecutive working day of absence. Further **more,** the employee may be required, for probable cause, to submit to a medical examination at MCA’s expense.”~~

~~Or~~

Alternative (LAUSD language) (Article XII, 12.8):

“An employee who is absent shall be required to certify the reason for absence. Also, the District School shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability under this section before authorizing any compensation.”

Rationale 11b: LAUSD allows **only one** paid absence for a “significant event of a compelling nature...which demands the personal attention of the employee...” (Article XII, 14.0.h.)

Proposal 11b: *Add to Section 11.6.1.1:* **Note: MCA HOLDING** “Up to ~~two (2) days~~ **three (3) nonconsecutive days** for a compelling personal need without disclosing the reason (but such leave may **not** be taken immediately before or after a holiday or school break).”

6. **LAYOFFS (ARTICLE 12) - In addition to agreed-upon language indicated by green type in MCA's October 10, 2025 proposal:**

Rationale 12a: MCA offers a concession in the interest of reaching agreement.

Proposal 12a: Status quo for timelines.

Rationale 12b: If MCA is compelled to layoff employees due to decreases in funding or enrollment and then is required to pay for COBRA coverage for 6 months or more, it will be required to layoff additional staff.

Proposal 12b: Change to Section 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 through COBRA for ninety (90) days ~~sixty (60) days. 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.

Rationale 12c: LAUSD's CBA requires RIF hearings only for employees with permanent status; unit members without permanent status still have due process rights through the grievance and arbitration process.

Proposal 12c: Add to Section 12.8 to be consistent with LAUSD:
Unit members with permanent status who receive layoff notices have a right to a hearing pursuant to Education Code Sections 44949 and 44955. Unit members who do not have permanent status may grieve any alleged violation of this Article.

Rationale 12d: Current language provides for a time-consuming rehire process in which MCA has to contact each person one-at-a-time by phone and certified mail, that could take months to fill a position.

Proposal 12d: Change Section 12.9.1:

When a position opens, notice will be provided by email and certified mail to all laid off unit members eligible to teach the class, stating the vacant position(s) and including a copy of the current rehire list. The laid off unit members will have ~~ten (10)~~ fourteen (14) calendar days from the date of the notice to respond, after which the most senior member(s) who timely responded as being interested will be offered the position(s).

In addition, whenever MCA implements layoffs, it will provide an updated copy of the current rehire list to UTLA within ten (10) days of the end of the school year.

7. COMPENSATION (ARTICLE 13)

Rationale: The 2025-26 cost of living adjustment in the LCFF formula was only **2.3%**. Projected increases for 2026-27 and 2027-28 are just **2.4%** each.

UTLA and LAUSD recently agreed to a settlement with an average pay increase of **11.65%** over two (2) years.

The proposed pay increases below significantly exceed the LAUSD increases and are *in addition* to a six percent (6%) off schedule bonus provided to all unit members in July 2025.

Proposal: Agreement to MCA proposal of October 10, 2025 which, in addition to the **six percent (6%) off-schedule bonus** paid in July, 2025, provides all unit members on-schedule **sixteen percent (16%)** ~~fifteen percent (15%)~~ **pay increases**, as follows:

- **Four** ~~Three~~ percent (**4%** ~~3%~~) retroactive to July 1, 2025 (along with the 6% bonus),
- **Two** ~~Three~~ percent (**2%** ~~3%~~) effective July 1, 2026,
- **Two** ~~Three~~ percent (**2%** ~~3%~~) effective January 1, 2027,
- **Four** ~~Three~~ percent (**4%** ~~3%~~) effective July 1, 2027, and
- **Four** ~~Three~~ percent (**4%** ~~3%~~) effective January 1, 2028.

Note: Including the bonus paid in July 2025, this represents a **total compensation increase of twenty-two percent (22%)** ~~twenty-one percent (21%)~~ **in just two and one-half (2 ½) years.**

8. CLASS SIZE (ARTICLE 15)

Rationale: MCA does not have additional classroom space for reassigning students and therefore cannot reduce class sizes.

Proposal: Status quo.

9. TRANSITIONAL KINDERGARTEN AND KINDERGARTEN (ARTICLE 18)

Rationale: The hours UTLA seeks are not consistent with the Charter and would require a material revision, which opens the School to more scrutiny and possible interference from LAUSD.

Proposal: MCA proposed compromise: “Teachers may accompany their students from the classroom to the auditorium starting at 2:25 for parent pick-up, and then wait until 2:40 before escorting left over students to the office.”

Add: **TK teachers will not be required to change diapers directly but may be expected to facilitate by sending the student to the nurse’s office.**

10. UTLA REQUEST FOR WITHDRAWAL WITH PREJUDICE OF UNFAIR PRACTICE CHARGE, PERB CASE # LA-CE-7147-E.

Proposal: MCA will request PERB withdraw and dismiss the unfair practice charge within ten (10) days of ratification of the Tentative Agreement.

In the meantime, UTLA will support a request by MCA to extend the time to file a position statement by an additional thirty (30) days because the parties are working on this settlement.

11. UTLA TO SUPPORT FOR MCA EFFORTS TO OPEN A MIDDLE SCHOOL.

Rationale: Adding a middle school will permit MCA to rescind a significant number of the RIFs and/or rehire unit members who were laid off. MCA will agree to recognize UTLA as the exclusive representative of certificated employees (other than management, supervisory, and confidential) at the middle school.

The parties agree to meet at a later time, where appropriate, to discuss possible terms and conditions related to MCA expansion.

12. RESPECT ARTICLE

Proposal: Agreement that any grievance under this new Article may be filed, but will be referred to HR for further investigation after the Level 1 formal meeting.

13. SPECIAL EDUCATION

Proposal: Status Quo but parties may renegotiate current side letter,

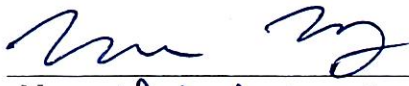
Add the following to the Professional Development Article:

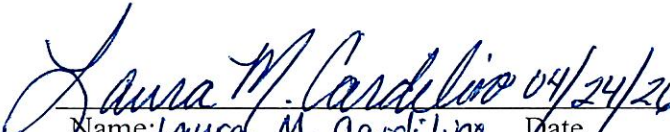
All general education teachers shall receive at least two (2) professional development sessions per academic year, jointly developed by administration with teacher input, focused on:

- *Special education law and compliance.*
- *Inclusive classroom best practices.*
- *Differentiated instruction and behavior management.*

SUBJECT TO FINAL RATIFICATION OF THE PARTIES:

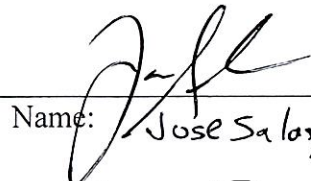
For UTLA:


 4/24/26
Name: Norberto Lopez Date

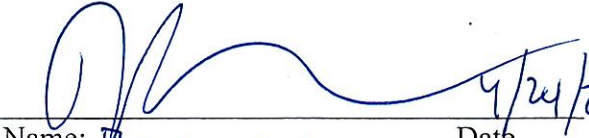
 04/24/26
Name: Laura M. Cardilino Date

 4/24/26
Name: Randi Lake Date

For MCA:

 4/24/26
Name: Jose Salas, Ed/Prin Date

 4/24/26
Name: Arcelia Gomez Date

 4/24/26
Name: Roger Scott Date