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

THIS AGREEMENT is made and entered into this first day of July, 2007 by and between the BOARD OF EDUCATION OF THE MONTEBELLO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and the MONTEBELLO TEACHERS ASSOCIATION, hereinafter referred to as "Association."

RECITALS:

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

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

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

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

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

I. PREAMBLE

- A.** The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the District and the Association, a chapter of the California Teachers Association and the National Education Association.
- B.** This Agreement is entered into pursuant to Division 4, Title 1, Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.
- C.** This Agreement shall remain in full force and effect from July 1, 2010 until June 30, 2013.
 - 1.** Wages Article XII, plus one article for each may be opened in Spring 2012.
 - 2.** The Association is not contractually prohibited from striking post-factfinding.

II. RECOGNITION

- A.** The District recognizes the Association as the exclusive representative of all full time certificated employees under contract with the Montebello Unified School District and part time adult education teachers who are not management or supervisory. Additionally, the District recognizes the right of the Association to represent any Bargaining Unit member appointed to Extended Day, Summer School or other additional assignments covered by this Agreement. Any newly created positions or changes in current positions shall be jointly reviewed to determine their Bargaining Unit status.
- B.** The parties to this Agreement recognize that the duties and the work performed by the certificated employees in the Bargaining Unit described above shall be performed by the said certificated employees for the term of the Agreement.

III. DEFINITIONS

- A. **“Bargaining Unit member”** refers to any certificated employee covered by the terms and provisions of this Agreement.
- B. **“Association”** refers to the Montebello Teachers Association, a chapter of the California Teachers Association and the National Education Association.
- C. **“Board”** refers to the Board of Education of the Montebello Unified School District or its designated representatives.
- D. **“District”** refers to the Montebello Unified School District.
- E. **“Certificated Employee”** refers to those employees covered by the terms and provisions of this Agreement as indicated in the Recognition provision.
- F. **“Classroom Teacher”** refers to a Bargaining Unit member whose position is described under the job description of “Classroom Teacher” and/or who is assigned by the site administrator or his/her designee to an instructional setting for sixty (60%) percent of the standard teaching day (Includes RSP and Speech and Language Specialists).
- G. **“Support Personnel”** refers to any Bargaining Unit member who is not a “Classroom Teacher” as defined above.
- H. **“Full time Adult Education (AE) and Regional Occupation Program (ROP) Assignment”** refers to an eighteen (18) hour or more per week assignment in the District.
- I. **“Roving/Rotating Bargaining Unit member”** in a year round school is one who has a change of room assignment when returning from an intersession during the school year.
- J. **“Day”** refers to any work day a Bargaining Unit member is required to be in attendance.
- K. **“Professional Day”** as defined in Hours and Assignments, Sections F and G.
- L. **“Participating Teacher”** refers to a Referred Participating Teacher or a Voluntary Participating 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 in the Peer Assistance and Review program.
- M. **“Referred Participating Teacher”** refers to a classroom teacher with permanent status referred into the Peer Assistance and Review program through the evaluation process due to an indicated need of assistance.
- N. **“Voluntary Participating Teacher”** refers to a classroom teacher with permanent status who decides to participate in the Peer Assistance and Review program through the process of self-referral
- O. **“Consulting Teacher”** refers to a classroom teacher who has taught in a classroom setting for the past three (3) consecutive years, has had a minimum of five (5) years of classroom teaching in the District and has been selected, trained and assigned by the Joint Panel. All Beginning Teacher Support and Assessment Program Support Specialists shall be eligible to be Consulting Teachers beginning in 2000-2001.
- P. **“Joint Panel”** refers to a panel composed of District and Association members who shall be responsible for selection, training, and assignment of Consulting Teachers.
- Q. **“Beginning Teacher”** refers to a first or second year classroom teacher or other classroom teacher eligible to participate in the Beginning Teachers Support and Assessment program. The Beginning Teacher program is designed to meet the unique needs of the Pre-Intern, Beginning Teachers Support Assessment program, and other Beginning Teachers.

IV. HOURS AND ASSIGNMENTS

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

A. Hours of Service (Board Day) - Bargaining Unit members

Board Day or the Hours of Service for Bargaining Unit members shall be 8:00 a.m. to 3:15 p.m. or its equivalency. After consultation, equivalent hours may be assigned to individual Bargaining Unit members or special situation assignments by mutual consent. Bargaining Unit members will be required to punctually observe the hours of their assignment.

The Instructional Day for Head Start Teachers shall be two hundred seventy (270) minutes. This is to include the thirty (30) minutes to meet with aides prior to class and thirty (30) minutes after class to meet with second aide. The Board Day for Head Start Teachers shall be five-sixth (5/6) that of regular Bargaining Unit members. All sections of Hours and Assignments, Section D shall be applicable to Head Start Teachers except for Section D-1 where the hours shall be two and one-half (2 1/2) hours instead of three (3) for meetings beyond the Board Day per month. All unmentioned provisions of Hours and Assignments and the total contract are applicable to Head Start Teachers as written.

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

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

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

C. School Calendars

1. School Calendars, including Board Days, for the term of this Agreement are described in Appendix "A" which is attached hereof and made a part thereof.
2. The traditional and modified calendar shall be one hundred eight-three (183) days including three (3) days of staff development. Recognizing our commitment to improve student achievement, staff development shall be conducted on the first and last days of school, formerly pupil free days.
3. In 2010-2011 and 2011-2012
 - a. Traditional and Modified Calendars shall be one hundred seventy-five (175) days and one (1) non-instructional day.
 - i. The majority of the non-instructional day will be a "teacher work day."
 - ii. The non-instructional day will be prior to the first instructional day.
 - iii. No more than one hundred fifty (150) minutes shall be allocated for meetings. The minutes shall be consecutive.
 - b. Contract Asult Education calendar shall be one hundred sixty-five (165) instructional days and one (1) staff development day.

D. School/District Business

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

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

3. A maximum of two (2) hours beyond the board day (D.1) may be utilized within the board day (D.2) with mutual agreement from the principal and faculty club chairperson. The agreement must be in writing no less than twenty (20) days prior to implementation. This provision shall take effect July 1, 2006. In no case shall more than five (5) hours of meeting time per school month be required.
4. A maximum of four (4) evenings per school year, as determined by the site administrator. These meetings include such activities as: Back-to-School Night, Open House, Parent Conferences, Graduation, Community Meetings, School Programs, and other activities as deemed necessary and vital to the functioning of the school. Written notice will be distributed to all staff members at least three (3) weeks in advance of the meetings, except in the event of an emergency beyond the control of the site administrator. Lighting, safety, and security must be provided according to existing codes and in accordance with the contractual provision for Safety, Security and General Working Conditions, Article XVII. No evening meetings shall begin before 5 p.m. or end after 9 p.m.
5. For inservice held beyond the Board Day, teachers in identified primary language settings will be permitted to apply at least one (1) hour per month toward Hours and Assignments, Article IV, Section D-1 of the Agreement. Additional time may be credited by approval of the principal.
6. **Staff Development Days**
 - a. Staff development for each of these days will focus on instructional methods, including teaching strategies, classroom management and other training designed to improve pupil performance and academic content in the core curriculum.
 - b. The Staff Inservice Committee will be encouraged to use staff development days within the contractual year. These days shall include, but not be limited to:
 - (1) Planning and preparing the instructional program.
 - (2) Keeping records.
 - (3) Researching curriculum needs.
 - (4) Conferring with administrators, support personnel and/or colleagues.
 - (5) Meeting in Committees.
 - (6) Any and all other activities that would help in improving the instructional program.

E. Staff Inservice Committee

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

F. Teaching and Preparation Time

1. The Board Day shall be seven (7) hours and fifteen (15) minutes. Within the confines of the Board Day, the remaining minutes beyond the standard teaching day (exclusive of lunch, recess and nutrition) shall be interpreted as preparation time. K-12 teachers shall be on the school site seven (7) minutes prior to the start of their first class. All other preparation time need not occur at the school site providing the site administrator or his/her designee has not directed the individual Bargaining Unit member or the staff under Hours and Assignments, Sections D, F, or G. (This will be recognized as the teacher "Professional Day.")
2. The standard teaching day for K-12 Bargaining Unit members shall not exceed three hundred five (305) minutes including passing time.
3. K-4 classroom teachers shall not be responsible for supervision except on rainy days. 5-8 classroom teachers shall not be responsible for supervision except in the case of an emergency beyond the control of the site administrator.
4. The standard teaching day in a 6-8 classroom setting shall have no more than six (6) class periods.
5. The standard teaching day for 9-12 shall be five (5) class periods, and an equivalent preparation period shall be assigned to each Bargaining Unit member.
6. An Alternative Teaching Day schedule shall be no more than the equivalent of ten (10) teaching periods in any given school year. Should the site administrator propose an Alternative Teaching Day schedule to a Bargaining Unit member to which the Bargaining Unit member agrees, the Bargaining Unit member and the site administrator shall sign a written statement acknowledging the terms of the agreement. The term of Agreement form shall be developed by the Human Resources Office and approved by the Association.
7. **Supervision**
Issues of additional supervision are a site concern and are an appropriate subject for a site-based project agreement. This will be a priority of the joint committee to meet and discuss site-based decision making. The foregoing does not alter the 1991-94 contract language for high school supervision.

The following regulations have been adopted to govern the unassigned preparation time.

8. The following are examples of individual preparation time. This section shall not impact on Section D, Hours and Assignments, Article IV.
 - a. To plan the instructional program.
 - b. To prepare instructional materials.
 - c. To complete record keeping tasks.
 - d. To research curriculum needs.
 - e. To confer with parents.
 - f. To maintain positive classroom environment.
 - g. To confer with administrators, support personnel and/or colleagues.
 - h. Committee meetings
 - i. Inservice Education (at Staff Inservice Committee option).
9. At the discretion of the principal, any Bargaining Unit member may be given an additional teaching assignment, substituting assignment, or special duty assignment during preparation time providing that such assignment is deemed necessary in the best interests of the instructional program. Any Bargaining Unit member given an additional temporary teaching assignment during preparation time shall be compensated at one-sixth (1/6) their per diem rate of pay. This provision must be utilized on an equitable basis at all levels. This provision cannot be used to supplant the employment of substitutes.
10. By mutual consent, any Bargaining Unit member may be given an additional regular teaching assignment during the preparation time and shall be compensated at one-sixth (1/6) their annual rate of pay.
11. Any elementary or intermediate Bargaining Unit member who is assigned a portion of another Bargaining Unit member's class shall be additionally compensated at his or her per diem rate of pay proportionate to the time involved and students as determined by the principal. For the purposes of this paragraph an occasion is defined as no more than six (6) students for no more than one day or an entire class for no more than one hour. This provision must be utilized on an equitable basis at all levels. This provision cannot be used to supplant the employment of substitutes.
12. During the preparation time, no Bargaining Unit member has the authority or permission to request a conference with a student if it means that the student must be absent from part of a regular instructional period without prior approval of the instructing teacher.
13. The site administrator shall endeavor to keep classroom interruptions during instructional time to a minimum. At the high school level the site administrator and the Faculty Discipline Representative will present a plan dealing with classroom interruptions to the faculty at the opening of school.

G. Leaving Building During School Day

1. Inasmuch as a large majority of pupils stay at school during the noon hour or return early, the principal shall maintain an adequate staff to cope with any emergency that might arise. Those Bargaining Unit members who are not members of this adequate staff may leave the grounds provided [1] they notify the principal on leaving and [2] they return ten (10) minutes prior to the hour at which their class reconvenes.
2. Friday afternoons or afternoons of the day prior to a holiday, recess, or the day of a required evening meeting are to be kept free from professional meetings in the District.
3. Classroom teachers are required to observe the Professional Day in order to:
 - a. Teach assigned classes.
 - b. Attend required meetings/in-services as outlined in Section D.
 - c. Confer with parents as outlined in Section J.

H. Duty-Free Lunch

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

I. English Language Learner Settings

1. The District shall make reasonable attempts to assist the site administrator to help alleviate the work load of Bargaining Unit members in primary language, ELD and SDAIE settings by
 - a. Strict adherence to the class size provisions within the contract.
 - b. Where instruction is required to be delivered in more than one language, no more than one (1) grade level of students will be assigned to primary language settings in grades K-6.
 - c. No assignment of English speaking students who have been identified as Special Education or retainees to primary language settings.
 - d. Upon request, and when financially feasible, an attempt will be made to provide a one and one-half (1 1/2) hour instructional assistant to all Bargaining Unit members in primary language settings.

2. District and site administration shall be encouraged to provide instructional assistant time to all Bargaining Unit members in K-8 primary language settings upon request.
3. The District shall provide non-English written and audio-visual materials for use in primary language settings, libraries, and media centers on a par with English language materials.
4. The site administrator and the Staff Inservice Committee are encouraged to address the specific needs of Bargaining Unit members who teach in primary language settings. Staff development days shall be considered as a process to address staff needs.
5. Specially Certificated Bargaining Unit members shall receive the following benefits:
 - a. A five hundred (\$500) dollar, one (1) time payment shall be awarded the first year a teacher with a primary language instruction certification and/or credential is assigned to a full time primary language or Structured English Immersion (SEI) setting. This provision shall apply to Bargaining Unit members participating in the primary language or SEI programs only. This provision shall be retroactive to Bargaining Unit members who previously completed certification and are currently in primary language settings. The District will offer probationary contracts to Temporary Employees who are re-hired and who satisfactorily meet the District Standards in Language Proficiency.
 - b. The District shall continue to pay the registration for courses offered through the Los Angeles County Bilingual Teacher Training Program (BTTP) designed to assist the Bargaining Unit member in passing the Bilingual Certificate of Competence (BCC/BCLAD) examination.
 - c. All units for courses designed to assist in the passage of the BCC/BCLAD test shall be applicable as qualifying for advancement from one (1) class to a higher class on the salary schedule. A maximum of fifteen (15) Units will be allowed.
 - d. Site administrators shall be encouraged to allow Bargaining Unit members to leave campus at the end of their teaching day in order to attend classes designed to assist in the passage of the BCC/BCLAD or LDS/CLAD exam.
 - e. A three hundred fifty (\$350) dollar annual stipend shall be given to each Bargaining Unit member who possesses a primary language instruction certificate and/or credential and is a primary language certificate and/or credential and is a primary language or SEI classroom teacher beginning the first year she/he is assigned to a full time primary language or SEI setting.
6. Bargaining Unit members who have been assigned to a primary language setting shall have the opportunity to request to be assigned to a non-primary language setting, and they shall be interviewed and considered in filling available positions. When a Bargaining Unit member requests a transfer, the Bargaining Unit member's current principal does not have veto power over the transfer.

J. Parent Conferences

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

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

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

parents/ guardians of students whose progress they deem at risk with whom they have not had contact since the fall conference.

5. **K-8 Settings** - Parent conference reports - The Bargaining Unit member shall provide the site administrator with his/her projected conference schedule and summary of results which shall include but not be limited to the following:
 - a. The name, date and time for each conference scheduled.
 - b. The name, date and time of each conference held.
6. **9-12 Settings** - Through computer services, Bargaining Unit members will generate communications to parent(s)/guardian(s) regarding students who receive a grade of "D" or lower or who are in danger of failing at the nine (9) week and twenty-eight (28) week grading periods. These communications will request that a parent conference take place and provide parent(s)/guardian(s) with the ability to request the scheduling of a conference. All affirmative responses by parent(s)/guardian(s) will be honored.
7. To meet the needs of parent conferences in this section, the standard teaching days during parent conferencing periods in K-4 settings shall be reduced by no less than six hundred fifty (650) minutes for the school year. The standard teaching day in each 5-8 setting shall be reduced by no less than five hundred sixty (560) minutes for the school year.

K. Tandem Teaching

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

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

L. Summer School Personnel

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

1. Regular Bargaining Unit members in the Montebello Unified School District shall be given preference in summer teaching appointments.
2. Assignments shall be made from those Bargaining Unit members who have an application on file with the Assistant Superintendent, Human Resources.
3. Bargaining Unit members assigned shall be expected to complete their assignments unless, due to decrease in enrollments, it becomes necessary to discontinue classes.
4. Bargaining Unit member assignments will be made by the Assistant Superintendent, Human Resources, and the best interests of the students will be a major consideration in all teaching appointments.
5. The Human Resources division shall send a notification concerning summer school application procedures to each school in the Montebello Unified School District. Bargaining Unit members shall have a period of at least two (2) weeks in which to make formal application for summer school employment to the Human Resources Office.
6. The decision as to which Bargaining Unit members are selected for summer school employment shall rest with the summer school building principals with approval of the Assistant Superintendent, Human Resources. In making these decisions, the principals shall take into consideration the following criteria as determined by the application form and individual interview:

- a. When all other factors are substantially equal, preference shall be given first to Bargaining Unit members who have taught the grade and/or subject in question on a regular basis during the preceding year at that site.
- b. Bargaining Unit member's area of competence.
- c. Quality of teaching performance.
- d. Bargaining Unit member's attendance record.
- e. Willingness to accept an assignment away from the regularly assigned school.
- f. Appropriate teaching credential.

M. Room Assignments

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

IV. B SUPPORT PERSONNEL

Unless otherwise stated, the total Contract shall be applicable to Support Personnel with the following additions.

- A. Support personnel who serve multiple schools shall not be required to exceed time allocation in Hours and Assignments, Section D.
- B. Resource Specialist Program and Special Class Teachers shall be assigned to sites based upon State Code requirements. Sites shall be encouraged to use Montebello Unified School District's special education resources.
- C. Each school site shall have a designated translator who is accessible to support staff as well as other Bargaining Unit members at the site.
- D. Support staff personnel who serve both year round and non-year round schools shall adhere to the site calendar in which the majority of their time is spent.
- E. Support Personnel shall not be required to work beyond the Board Day to complete their regular assignment as a result of being assigned temporarily to a classroom.
- F. Whenever possible, the District will avoid utilizing Support Personnel for substitution assignments.
- G. The District shall consider formulas developed by professional organizations (such as California School Nurse Organization, California Association of School Psychologists, etc.) in the staffing of school sites.
- H. On any work day, any Bargaining Unit member in a support personnel position may adjust the Board Day to include evening meetings with mutual consent of the immediate supervisor. In no case shall the total hours worked in one day exceed the Bargaining Unit members negotiated hours of work. These evening meetings are in addition to the four evenings per year specified in Article IV. Hours and Assignment Section D.4.
- I. By mutual consent days of the Bargaining Unit member and the immediate supervisor days may be added at per diem.
- J. In the event that a Bargaining Unit member is given a dual assignment (such as State and Federal Programs Facilitator and English Language Facilitator) the rate of pay will be at the higher annual salary. If at any point the Bargaining Unit member believes there to be a conflict in the duties or the time needed to complete the duties, the prioritization of the work involved in each assignment will be determined by the immediate supervisor.
- K. Any support personnel who works days during July and August may elect the 12 month wage cycle (Article XII. Section A.4). The Bargaining Unit member must notify Human Resources in writing no later than June 30 of the year preceding the election of a change in the wage cycle.

V. ADULT EDUCATION

A. Definitions

1. **“Full-Time Bargaining Unit members”** are those with regular assignments of eighteen (18) hours or more per week.
2. **“Temporary Bargaining Unit members”** are those with regular assignments of less than eighteen (18) hours per week.

B. Hours of Service

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

C. Grievance Procedures

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

D. Wages

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

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

- Step 1** All Bargaining Unit members who have not previously worked for the Montebello Unified School District Adult Education Program on a regular basis.
 - Step 2** All Bargaining Unit members who have completed one (1) year of a regular assignment with the Montebello Unified School District Adult Education Program.
 - Step 3** All Bargaining Unit members who have completed at least two (2) years of a regular assignment with the Montebello Unified School District Adult Education Program.
 - Step 4** All Bargaining Unit members who have completed at least three (3) years of a regular assignment with the Montebello Unified School District Adult Education Program.
 - Step 5** All Bargaining Unit members who have completed at least four (4) years of a regular assignment with the Montebello Unified School District Adult Education Program.
 - Step 6** All Bargaining Unit members who have completed at least five (5) years of a regular assignment with the Montebello Unified School District Adult Education Program.
2. The master’s degree increment and anniversary increment shall be granted to all full-time Adult Education Bargaining Unit members and shall be comparable to those granted to K-12 Bargaining Unit members.
3. Bargaining Unit members must work sixty (60%) percent of their assigned hours for a full school year to qualify for advancement on the salary schedule.
4. Bargaining Unit members who substitute shall be paid their regular hourly rate.
5. All Bargaining Unit members with an assigned class which meets on the holidays listed below will be compensated as if that class had met.
 - a. Veteran’s Day
 - Thanksgiving Day
 - Dr. Martin Luther King Jr. Day

Lincoln Day
Washington Day
Memorial Day

- b. Full-time Adult Education Bargaining Unit members in addition receive:
Friday and Saturday after Thanksgiving
- 6. All full-time Bargaining Unit members contracted for Adult Education for instruction of 9-12 pupils on a 9-12 site will be placed on the appropriate certificated salary schedule for which they qualify and shall be eligible for all contractual benefits.
 - a. Persons possessing a valid secondary school credential shall be given preference in filling positions at comprehensive 9-12 sites.
 - b. All full-time Adult Education Bargaining Unit members, who are eligible to be on the K-12 salary schedule, who have a regular assignment of five (5) periods and an equivalent preparation period at a high school site, shall be placed on the Adult Education or K-12 salary schedule, whichever is greater. A year of such service qualifies the Bargaining Unit member for a one (1) step advancement on either schedule interchangeably.
- 7. All full-time Adult Education Bargaining Unit members shall receive wages in ten (10) equal warrants.
- 8. A one thousand (\$1000) dollar amount shall be granted to each Full Time Adult Education Bargaining Unit member upon receipt of any K-12 teaching credential and each year thereafter beginning July 1, 2004. In order to receive the stipend, Bargaining Unit members hired after July 1, 2006, must hold a teaching credential that requires a Bachelors Degree and student teaching. No more than one such credential stipend shall be granted to any Adult Education Bargaining Unit member per year.

E. Transfer/Reassignment/Vacancy Policy

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

F. Health and Welfare Benefits

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

G. Leave Policy

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

- 1. All full-time Adult Education Bargaining Unit members (except those covered in Hours and Assignments, Section F) shall have full leave benefits as described in Leave Policy with the following exception:
All full-time adult education teachers are eligible to apply for a sabbatical leave. A maximum of one sabbatical leave may be granted each year to a qualified adult education Bargaining Unit member. Adult Education applicants will be reviewed and ranked separately by the Sabbatical Leave Committee. Any leave granted shall be funded through Adult Education funds at fifty (50%) percent of the recipient's regular rate of pay on the base salary schedule.

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

$$\frac{\text{Average Number of Hours Worked Daily}}{6} \times \text{K-12 Daily Substitute Rate}$$

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

H. Permanent Status

Permanent Status shall be granted as per Education Code. Full time Bargaining Unit members are those with regular assignments of eighteen (18) hours or more per week and teach at least seventy-five

I. Evaluation Procedures

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

VI. ROP

A. Definitions

1. "Full-Time Bargaining Unit members" are those with regular assignments of eighteen (18) hours or more per week.

B. Hours of Service

1. All Bargaining Unit members are expected to adhere to the assigned hours. Any deviation from the schedule must have prior approval of the appropriate administrator.
2. All Bargaining Unit members will be required to attend not more than two (2) meetings per semester of not more than one and one-half (1 1/2) hours each.
3. All full-time Bargaining Unit members contracted for ROP for instructing 9-12 pupils on a 9-12 site, who have been assigned six (6) periods, shall have one of those periods for preparation. By mutual consent of the Bargaining Unit member and the Director, Career Vocational Education, any Bargaining Unit member may be given an additional regular teaching assignment during the preparation period and shall be compensated at one-sixth (1/6) their annual or appropriate hourly rate of pay, whichever applies.
4. The work year of all full-time ROP teachers, who teach five (5) periods and who are assigned to a high school site during the regular 9 to 12 school day, shall correspond to the high school teachers' work year. (Hours and Assignments, Sections A-H).

C. Grievance Procedures

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

D. Wages

1. Except as otherwise provided in section F below, all full-time ROP Bargaining Unit members shall be placed on a three-step salary schedule including master's degree and anniversary increments as follows:
Step I All Bargaining Unit members who have completed one (1) year of a regular assignment with the Montebello Unified School District ROP.
Step II All Bargaining Unit members who have completed at least two (2) years of a regular assignment with the Montebello Unified School District ROP.
Step III All Bargaining Unit members who have completed at least three (3) years of a regular assignment with the Montebello Unified School District ROP.
2. The master's degree increment and anniversary increment shall be granted to all full-time ROP Bargaining Unit members and shall be comparable to those granted to K-12 Bargaining Unit members.
3. Bargaining Unit members must work sixty (60%) percent of their assigned hours for a full school year to qualify for advancement on the salary schedule.
4. Substitutes will be paid the hourly ROP rate.
5. All full-time Bargaining Unit members contracted for ROP instruction of 9-12 pupils on a 9-12 site will be placed on the appropriate certificated salary schedule for which they qualify and shall be eligible for all contractual benefits. All full-time ROP Bargaining Unit members, who are eligible to be on the K-12 salary schedule, who have a regular assignment of five (5) periods and an equivalent preparation period at a high school site, shall be placed on the Adult Education or K-12 salary schedule, whichever is greater. One year of such service qualifies the Bargaining Unit member for a one (1) step advancement on either schedule interchangeably.
6. All full-time ROP Bargaining Unit members shall receive wages in ten (10) equal warrants.
7. Full-time ROP Bargaining Unit members shall be paid for Thanksgiving Day and Washington Day.

E. Transfer/Reassignment Policy

All of Transfer and Reassignment Policy of the contract will apply to full-time Bargaining Unit members with the following conditions:

1. Tentative vacancies will be posted in the ROP Offices.
2. Requests for transfer should be sent to the Director, Career Vocational Education.
3. Requests for summer assignments shall be made in writing to the Director, Career Vocational Education.
4. Provisions of Transfer and Reassignment Policy do not apply to temporary Bargaining Unit members but consideration will be given to all requests for transfer, vacancies and summer school employment.

F. Health and Welfare Benefits

All of Health and Welfare Benefits applies to full time Bargaining Unit members. If a full time Bargaining Unit member's ROP assignment falls below eighteen (18) hours per week, benefits will cease on the first (1st) day of the month following the reduction.

G. Leave Policy

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

1. All full-time ROP Bargaining Unit members shall have full leave benefits as described in Leave Policy.
2. Full-time ROP Bargaining Unit members, serving in a regular hourly position requiring certification, shall be entitled to benefits under illness leave on the basis of receiving one (1) hour's leave for each twenty (20) hours of pay expected to be received by June 30 of each school year. If such Bargaining Unit member does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year to an indefinite number of hours.
Leave benefits become effective with the assignment of a Bargaining Unit member and are based upon that assignment. Leave shall be paid in accordance with class hours as approved by the Director, Career Vocational Education who shall determine that the class is continuing under a substitute's direction or would have been continued had not the instructor been taken ill.
3. Full-time ROP Bargaining Unit members may, at their option, sell back and be paid for any unused sick leave days for that year at the end of each school year. Payment will be made at the daily rate paid to K-12 substitutes in the Montebello Unified School District according to the following formula:

$$\frac{\text{Average Number of Hours Worked Daily}}{6} \times \text{K-12 Daily Substitute Rate}$$

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

H. Evaluation Procedures

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

VII. CLASS SIZE/FACILITIES PLANNING

A. Intent

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

B. Student-Teacher Staffing Formulas

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

C. Class Size

1. Grades K-4

The administration shall create classes with thirty-three (33) students or less.

2. Grades 5-8

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

- a. all keyboarding/typing classes shall have a maximum of forty (40) students;
- b. all performing arts classes shall have a reasonable number of students; and
- c. all physical education classes shall have an average of forty (40) students or less for each Bargaining Unit member, with not more than one class in excess of forty (40) students.

3. Grades 9-12

The administration shall create classes with an average of thirty-six (36) students or less, with not more than one class in excess of thirty-six (36) students, except in keyboarding/typing, performing arts and physical education subject to the following limitations:

- a. all keyboarding/typing classes shall have a maximum of forty-two (42) students;
- b. all performing arts classes shall have a reasonable number of students; and
- c. all physical education classes shall have an average of forty-four (44) students or less for each Bargaining Unit member. The District and Association will monitor jointly the physical education class sizes at each comprehensive high school by October 15.

4. The class size limitations set forth above shall apply unless additional students are requested by the Bargaining Unit member.

5. Beginning October 1, if class size limitations are exceeded, the administration shall have twenty (20) working days in which to correct the situation by reassigning students, providing additional teachers or providing additional instructional aide time upon request.

6. Beginning October 1, if any Bargaining Unit member maintains a class with excessive students for more than fifty per cent (50%) of any semester, the Bargaining Unit member may apply, with adequate documentation, for one hundred fifty dollars (\$150) in additional funds for supplementary materials to enhance the educational program. The application must be made within twenty (20) working days of the ensuing semester. The materials will be purchased during the ensuing semester unless the site administrator and Bargaining Unit member make other arrangements.

D. Class Size Reduction (CSR) and Facilities Planning

1. The number of students in CSR settings will be in accordance with the law.

2. District CSR and Facilities Planning Committee

- a. The Committee will consist of an equal number of representatives from the District and the

- Association.
- b. The purpose of the Committee is as follows:
 - (1) Share information concerning legal mandates, Board policy, and other information regarding CSR and Facilities Planning Committee.
 - (2) Discuss implementation plans for CSR and Facilities Planning Committees.
- c. The Committee will publish and distribute informational materials regarding CSR to all participating sites.
- d. The Committee may take notes for publication and dissemination.
- 3. Site CSR and Facilities Planning Committees.
 - a. The principal at each participating site will create a CSR and Facilities Planning committee by the twentieth (20th) working day of the school year.
 - (1) Each committee will meet at least four (4) times a year.
 - (2) Each committee will include, but not be limited to, the principal, a teacher from each grade level elected by Bargaining Unit members at that site, classified personnel, parents, and support staff.
 - (3) Each committee will elect its own chairperson(s).
 - b. Each committee will make recommendations to the principal regarding the following aspects of CSR:
 - (1) Facilities Planning
 - (2) Grade level implementation for CSR
 - (3) Training for CSR
 - (4) Timelines for implementation for CSR and Facilities
 - (5) Short and long term goals for the site CSR and Facilities
 - (6) Other issues as determined by the committee.
 - c. The principal will present the CSR and Facilities Plan to the committee prior to submitting the plan to the District.
 - d. The chairperson(s) will be responsible for the following:
 - (1) Notices of meetings
 - (2) Record keeping
 - (3) Maintenance of notes for publication and dissemination.
 - e. Committee members may seek training in some or all of the following areas:
 - (1) Decision making
 - (2) Consensus
 - (3) Team building
 - (4) Conflict resolution.
 - f. Committees will establish their own operating procedures.

IX. NON-PERMANENT CERTIFICATED EMPLOYEES

IX.A. TEMPORARY CONTRACT TEACHERS

- A. **Definitions:**
 - 1. **School Year:** At least seventy-five (75%) percent of the number of required service days for the position for such school year.
 - 2. **Vacant Position:** A position in which the Bargaining Unit member is qualified to serve and which is not filled by a permanent or probationary Bargaining Unit member. It shall not include a position which would be filled by a permanent or probationary Bargaining Unit member, except for the fact that such a Bargaining Unit member is on leave of absence or position leave.
- B. Any person employed for one (1) complete school year as a temporary unit member shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary unit member and the previous year's employment as a temporary unit member shall be deemed one (1) year's employment as a probationary unit member for purposes of acquiring permanent status.

The decision as to which temporary Bargaining Unit members are selected for re-employment as probationary Bargaining Unit members shall rest with the Assistant Superintendent, Human Resources. The criteria for making selections shall include but not be limited to the following:

1. The program and educational needs of the District as a whole.
 2. The program and educational needs of individual school programs.
 3. The quality of performance evaluations.
 4. Credentialing requirements.
 5. Bargaining Unit member's subject areas of competence.
 6. Bargaining Unit member's length of in-district service under contract.
 7. Balance of district teaching staff in terms of race, ethnicity and sex.
- C. By November 1 of each year, adjustments in the number of temporary contract/probationary positions shall be established.
- D. Temporary contract Bargaining Unit members, who are not hired at the conclusion of the school year, will be provided the opportunity to personally pay to the District two (2) months insurance premiums for the district insurance coverage. If the individual temporary contract Bargaining Unit member is re-hired the subsequent year, the two (2) monthly premium payments will be returned to the individual.
- E. A one (1) semester, full-time assignment, temporary contract Bargaining Unit member shall have full health and welfare benefits for that semester.

IX. B. PROBATIONARY TEACHERS

The District recognizes that probationary teachers are accorded specific due process rights pursuant to the Education Code, and will continue to recognize those rights.

X. ORGANIZATIONAL SECURITY

- A. The Board and the Association recognize the right of employees to form, join, and participate in activities of employee organizations.
- B. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Bargaining Unit member each month for ten (10) months. 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. Association members who currently have authorization cards on file for the above purpose need not be re-solicited.
- C. Any employee covered by the terms of this Agreement, who is not a member of the Association, shall pay to the Association a representational fee or authorize a payroll deduction for such payment as a condition of continued employment. The amount of the representational fee shall be established by the Association no later than August 1 immediately preceding the commencement of the school year. In no case shall the amount of the representational fee exceed the combined dues paid by regular members of the Association. There shall be no charge to the Association for such mandatory agency fee deduction. For those employees who have not within thirty (30) days of commencement of employment authorized a payroll deduction for payment to the Association of the membership fee or representational fee, the District shall immediately begin automatic payroll deduction of the representational fee.
- D. Any Bargaining Unit member who is a member of a religious group whose beliefs prohibit joining an employee organization or paying a representational fee to such an organization shall demonstrate such membership and beliefs to the Representational Fee Appeals Panel to be established by the Association. A member desiring to be exempt from joining the Association or paying the representational fee shall file a claim of exemption with the Association.
- Any Bargaining Unit member who is deemed qualified by the panel as a religious objector shall not be required to join or financially support the Association as a condition of employment; such Bargaining Unit member shall pay, in lieu of an agency fee, a sum equal to such agency fee to one of the following non-religious, non-labor organization, charitable organizations exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
1. Foundation to Assist California Teachers

2. Martin Luther King, Jr. Memorial Scholarship Fund
César Chavez Memorial Education Awards Program
3. Montebello YMCA

To receive a religious exemption, the Bargaining Unit member must submit a detailed written statement establishing the basis for the religious exemption to the panel. If accepted, payment shall be made on or before the due date for cash dues/fees for each school year to one of the above charities. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of the agency fee. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money, such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

- E. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or representational fees, the District agrees promptly to remit such monies to the Montebello Teachers Association and to send to the Association monthly an alphabetical list of Bargaining Unit members for whom such deductions have been made, indicating the amount of the deduction and indicating any changes in personnel from the list previously furnished.
- F. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- G. The District shall be responsible for ensuring compliance with Sections C-D. The Association shall notify the District of delinquencies in the payment of money for Association dues (dues paid directly to the Association by members), or representational fees. The District shall implement payroll deduction for the annual fees, pro-rated into equal installments, for the remaining payroll deduction periods within thirty (30) days after the Association notifies the District in writing that an employee has violated the organizational security provisions of this Article and the Association requests payroll deductions to be initiated.
- H. The Association agrees to pay for all reasonable fees and costs and further agrees to indemnify and hold the District harmless from any and all claims, demands, settlements, judgments, or any other costs arising from the provisions of this Article.
- I. The District agrees to forward the names of all Bargaining Unit members with five (5) years or more experience in the Bargaining Unit who become administrators, within thirty (30) days of the change of status.

XI. GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is a claim by one or more Bargaining Unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
2. A "grievant" is a person or persons filing a grievance.
3. A "day" is any day during which Bargaining Unit members are required to be in attendance.
4. "Immediate Administrator" is the administrator having immediate jurisdiction over the employee who is filing the grievance. In the event that an employee reports to more than one administrator, the school site administrator is the immediate administrator.

B. Purpose

1. Most grievances arise from misunderstandings or disputes which should be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The employer and employee organization agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisal.
2. Any employee may present grievances relating to a contract dispute to his employer and have such grievances adjusted without the intervention of the employee organization as long as the adjustment is not inconsistent with the terms of this Agreement.
3. Failure by the administration to adhere to decision deadlines shall mean that the administration finds in favor of the aggrieved person. Failure of the employee to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision and waives any right to further appeal. However,

nothing prevents the parties from extending the dates by mutual agreement.

4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the grievant, the time limits set forth herein may be reduced by mutual consent so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

C. Grievance Procedures

1. Informal Level

Any employee who believes he/she may have a grievance shall request a conference(s) with his/her immediate supervisor. This request must take place within ten (10) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. In the event the conference does not take place within five (5) days following the request, the Bargaining Unit member may proceed to Level 1. It is the intent of the Informal Level that at least one personal conference be held between the grievant and the immediate administrator to attempt to resolve the matter.

2. Level 1

If the grievance is not settled to the satisfaction of the grievant within fifteen (15) days of his original request for a conference at the Informal Level, but no longer than five (5) days following the conference, the grievant shall present the grievance in writing to the immediate administrator and to the Association. The written grievance shall include (a) names, dates and places necessary for a complete understanding of the grievance; (b) a listing of the provision(s) of this Agreement which are alleged to have been violated or misapplied; (c) a listing of the reasons why the original resolution of the problem is unacceptable; and (d) a listing of specific actions requested which would remedy the grievance. The administrator shall respond to the grievant in writing within five (5) days after the Level 1 meeting or receipt of Level 1 grievance submission form.

3. Level 2

If the grievant is not satisfied with the disposition of the grievance, the grievant shall, within five (5) days, transmit grievance documentation from Level 1 to the Superintendent or the Superintendent's designee. Within ten (10) days from the receipt of the grievance, the Superintendent or designee shall meet with the employee on the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the grievant.

4. Level 3

If the grievant is not satisfied with the disposition of the grievance at Level 2, the grievant, with the concurrence of the Association, within ten (10) days after a decision by the Superintendent or said designee, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator prior to initiating the hearing. The arbitrator, however, may request from the parties any information that he/she deems necessary to rule on the issue of arbitrability.

5. Either party prior to the arbitration hearing may elect to have the matter submitted to mediation before the same arbitrator/mediator. The parties will not be represented by attorneys at such mediation. The cost of the mediation shall be borne equally by the parties. If mediation is not agreed upon by both parties, the party who requests mediation shall pay the costs of the mediation. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within ten (10) days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within ten (10) days of submitting the grievance for arbitration, Judicial Arbitration and Mediation Services, Inc. (JAM) will be requested to supply a list of five (5) names. Only those who have mediated or arbitrated a minimum of ten (10) labor related cases and who are available to hear the case within forty-five (45) days may appear on the list. Either party will alternately strike from the list until only one (1) name remains. The order of striking will be determined by lot. If no qualified JAM arbitrator is available within forty-five (45) work days, an arbitrator shall be selected from a list of five (5) names provided by the American Arbitration Association (AAA). The list of names provided by the AAA shall only contain those arbitrators who have mediated/arbitrated at least ten (10) labor related cases and who are available to hear the case within forty-five (45) days. If no qualified arbitrator is available within such forty-five (45) work days, a qualified arbitrator shall be selected from a list provided by JAM.

6. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of this Agreement.

However, it is agreed that the arbitrator is to include in any decision such reimbursement for financial loss of wages or fringe benefits or other non-financial remedies as judged to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties to this Agreement.

7. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator shall have no power to establish salary structures. The arbitrator shall have no power to change any practice, policy or rule of the public school employer nor to substitute his/her judgment for that of the public school employer as to the reasonableness of any such practice, policy, rule or any action taken by the public school employer outside the scope of this Agreement.
8. All fees, expenses, and costs of the arbitrator shall be paid by the party against whom the decision is rendered. All costs and expenses of the arbitrator for the first three days shall be limited to eight hundred dollars (\$800) per day with days four (4) and five (5) limited to one thousand dollars (\$1000) per day when a JAM arbitrator is used and the decision is not favorable to the Association. If the decision of the arbitrator is not entirely favorable to either party, the arbitrator shall decide the cost liability of each party limited to the maximum costs described above. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. The arbitrator will be requested to schedule the grievance procedure at times causing the least disruption of the student day.
9. Either party may request an individual to make a written record of the entire arbitration hearing. The cost of the services and expense of such individual shall be paid by the requesting party or shared by the parties if they both mutually agree.

D. Rights to Representation

1. No party to a grievance shall take any reprisals against any other party to the grievance.
2. A Bargaining Unit member may be represented at any level of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the Association. After Level 2 the grievant must have the concurrence of the Association to proceed to Level 3. If a Bargaining Unit member is not represented by the Association or its representative, the Association shall have the right to be in an observer role. The grievant and the administrator, who is a party to the grievance, shall be in attendance at each level of the grievance, whenever possible.

E. Miscellaneous

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly, and the processing of such grievance will be commenced at Level 2. All procedures heretofore indicated shall be adhered to.
2. Decision rendered at Level 1 and 2 of the grievance procedure will be transmitted in writing to the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
3. When it is necessary for a representative designated by the Association to investigate an alleged violation, misinterpretation or misapplication of a provision or provisions of this Agreement, he /she will, upon written notice to the Superintendent or his designee, be released without loss of pay for a reasonable length of time. The notice for release time must be made at least one day in advance. The Association shall be required to pay the cost of the representative's substitute. The representative will have the right to visit the appropriate District sites and confer with the appropriate District employees covered by the provisions of this Agreement, during their student free time. The Association representative handling a disciplinary procedure shall be released according to this provision without loss of pay or cost to the Association.
4. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared jointly by representatives of the District and the Association.
6. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her immediate administrator.

XII. WAGES

- A. It is the intent of the parties to this Agreement to meet the District's immediate fiscal requirements and to achieve full restoration of the reduced work/salary as fiscal conditions or current revenue assumptions improve. The salary compensation for Bargaining Unit members for each school year during the term of this Agreement shall be the following:
1. 2.09063:1 ratio as per Section C-Salary Index with a fourteen (14) step - five and a half (5.5) column salary schedule.
 2. **Salary Schedules and Hourly Rates**
 - a. For the 2010-2011 and 2011-2012 school year the salary schedules listed below shall be reduced by three and six tenths percent (3.6%) in exchange for five (5) days instructional budget cut days and two (2) non-instructional budget cut days.
 1. 10 Month Teachers
 2. 12 Month Teachers
 3. Psychologists
 4. Infant Toddler Teachers
 3. This agreement is predicated on the assumption that the Base Revenue Limit per ADA will be four thousand nine hundred seventy-four dollars (\$4974). If the 2010-2011 or 2011-2012 BRL/ADA, as determined by the Budget Act, then the resulting increase in revenue shall be used to restore the seven (7) budget cut days first each of the (5) instructional days followed by the two (2) non-instructional days. The following formula shall determine the restoration:
 - a. For each fifty dollars (\$50) per ADA increase in the base revenue limit received by the District one (1) budget cut day will be reduced; and
 - b. Fifty-four hundredths of one percent (.54%) shall be restored to the salary schedules listed above.
 4. Under no circumstances shall the work year / work days be reduced further as a result of revenue reduction below four thousand nine hundred seventy-four dollars (\$4974).
 5. The parties stipulate that the current cost of the salary schedule is One hundred fourteen million nine hundred twenty-one thousand sixty-two dollars (\$114,921,862). The target reduction to be achieved by this agreement is three and six tenths percent (3.6%) of salary cost, or four million three hundred thousand dollars (\$4.3 million) (calculated following the final audit of positions in July 2010). The parties agree to examine the cost of the salary schedule in November 2010 and November 2011 to examine payroll costs, and to determine if more than the target reduction has been achieved. If the district costs have been lowered by more than four million three hundred thousand dollars (\$4.3 million) (calculated following the final audit positions in July 2010) then the number of budget cut days shall be reduced in the subsequent year.
 6. In 2012-2013 the salary schedule and calendar shall be restored to the 2009-2010 status.
 7. Revenue and Expense Committee
 - a. A Revenue and Expense Committee will be established on or before August 1, 1995. The Committee will be composed of an equal number of Association, CSEA and District representatives. Ex-officio members of the Committee shall include the MTA Executive Director, the CSEA Labor Relations Representative and the District Business Manager.
 - b. The purpose of this Committee will be to review the District's budget, revenues and expenditures on a monthly basis.
 - c. This Committee shall report to the Board and the Executive Committees of MTA and CSEA during the first week of November, February and June.
 8. All Bargaining Unit members shall be paid on the first day of each month in ten (10) or twelve (12) month

cycles depending on the calendar in which they work and shall have the option of direct deposit of warrants (August 1 for Bargaining Unit members who are assigned YRS or Modified Traditional Calendars, Support Personnel in accordance with Article IV.B Section K and October 1 for Bargaining Unit members who are assigned Traditional Calendar). Bargaining Unit members who do not opt for direct deposit will have the option of having their warrants mailed or available for pickup at an alternate site designated by the District.

B. Calendar Month Basis

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

C. Bargaining Unit members who retire between March 1, 2008 and June 30, 2008, may (after completing the service in Sections 4, 5, if the Bargaining Unit member has elected to participate in that program) notify the District by May 1, 2008, of their decision to participate in the Veteran Teacher Substitute Teacher Program during the school year 2008-2009. Participants shall receive the first call for substitute service at the site where they were assigned prior to retirement, and shall be compensated for the first twenty (20) days of such service at the rate of \$145 per day. If more than one veteran teacher at a site elects to participate, offers of substitute service shall be rotated.

D. Bargaining Unit members with fifteen (15) years of service who retire between March 1 and June 30, 2008, and are currently eligible for the twenty-five (25) year anniversary in the Montebello Unified School District, will receive a one time case payment of \$5,000 on or before July 1, 2008 (in addition to the incentives described in Sections A, B, and C), provided they submit their written resignation for purposes of retirement by May 1, 2008. This provision is contingent upon a minimum of fifty-three (53) Bargaining Unit members participating in this incentive program, and providing such program comports with applicable law.

C. 2008-2009 SALARY SCHEDULE A—10 MONTH CLASSROOM TEACHERS

	CLASS B BA	CLASS C BA + 30	CLASS D BA + 45 or BA + Prelim., Clear or equivalent Credential or MA	CLASS E BA + 60	CLASS F BA + 75	CLASS X BA + 90 incl. MA or Doctorate	
STEP							STEP
1	40,160	43,020	45,880	48,740	51,610	53,040	1
2	42,370	45,230	48,090	50,950	53,810	55,250	2
3	44,580	47,440	50,300	53,160	56,020	57,450	3
4	49,000	51,860	54,720	57,580	60,440	61,870	4
5	51,200	54,070	56,930	59,790	62,650	64,080	5
6	53,410	56,270	59,140	62,000	64,860	66,290	6
7	55,620	58,480	61,340	64,210	67,070	68,500	7
8	57,830	60,690	63,550	66,410	69,280	70,710	8
9	60,040	62,900	65,760	68,620	71,480	72,920	9
10	62,250	65,110	67,970	70,830	73,690	75,120	10
11	-	67,320	70,180	73,040	75,900	77,330	11
12	-	-	72,390	75,250	78,110	79,540	12
13	-	-	-	77,460	80,320	81,750	13
14	-	-	-	-	82,530	83,960	14
TOP STEP +							

16 YEARS (\$1600)	63,850	68,920	73,990	79,060	84,130	85,560
20 YEARS (\$2400)	64,650	69,720	74,790	79,860	84,930	86,360
25 YEARS (\$3200)	65,450	70,520	75,590	80,660	85,730	87,160
30 YEARS (\$6000)	68,250	73,320	78,390	83,460	88,530	89,960

Schedule A and L Salary Index

INDICES

STEP	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F	CLASS X	STEP
1	1	1.07125	1.1425	1.21375	1.285	1.32063	1
2	1.055	1.12625	1.1975	1.26875	1.34	1.37563	2
3	1.11	1.18125	1.2525	1.32375	1.395	1.43063	3
4	1.22	1.29125	1.3625	1.43375	1.505	1.54063	4
5	1.275	1.34625	1.4175	1.48875	1.56	1.59563	5
6	1.33	1.40125	1.4725	1.54375	1.615	1.65063	6
7	1.385	1.45625	1.5275	1.59875	1.67	1.70563	7
8	1.44	1.51125	1.5825	1.65375	1.725	1.76063	8
9	1.495	1.56625	1.6375	1.70875	1.78	1.81563	9
10	1.55	1.62125	1.6925	1.76375	1.835	1.87063	10
11	-	1.67625	1.7475	1.81875	1.89	1.92563	11
12	-	-	1.8025	1.87375	1.945	1.98063	12
13	-	-	-	1.92875	2	2.03563	13
14	-	-	-	-	2.055	2.09063	14

MTA SALARY SCHEDULE L—12 MONTH TEACHERS—FOR 2008/2009

STEP	CLASS B BA	CLASS C BA + 30	CLASS D BA + 45 or BA + Prelim., Clear or equivalent or MA	CLASS E BA + 60	CLASS F BA + 75	CLASS X BA + 90 incl. MA or Doctorate	STEP
1	40,160.00 3,346.67	43,020.00 3,585.00	45,880.00 3,823.33	48,740.00 4,061.67	51,610.00 4,300.83	53,040.00 4,420.00	1
2	42,370.00 3,530.83	45,230.00 3,769.17	48,090.00 4,007.50	50,950.00 4,245.83	53,810.00 4,484.17	55,250.00 4,604.17	2
3	44,580.00 3,715.00	47,440.00 3,953.33	50,300.00 4,191.67	53,160.00 4,430.00	56,020.00 4,668.33	57,450.00 4,787.50	3
4	49,000.00 4,083.33	51,860.00 4,321.67	54,720.00 4,560.00	57,580.00 4,798.33	60,440.00 5,036.67	61,870.00 5,155.83	4
5	51,200.00 4,266.67	54,070.00 4,505.83	56,930.00 4,744.17	59,790.00 4,982.50	62,650.00 5,220.83	64,080.00 5,340.00	5
6	53,410.00 4,450.83	56,270.00 4,689.17	59,140.00 4,928.33	62,000.00 5,166.67	64,860.00 5,405.00	66,290.00 5,524.17	6
7	55,620.00 4,635.00	58,480.00 4,873.333	61,340.00 5,111.67	64,210.00 5,350.83	67,070.00 5,589.17	68,500.00 5,708.33	7
8	57,830.00 4,819.17	60,690.00 5,057.50	63,550.00 5,295.83	66,410.00 5,534.17	69,280.00 5,773.33	70,710.00 5,892.50	8
9	60,040.00 5,003.33	62,900.00 5,241.67	65,760.00 5,480.00	68,620.00 5,718.33	71,480.00 5,956.67	72,920.00 6,076.67	9
10	62,250.00	65,110.00	67,970.00	70,830.00	73,690.00	75,120.00	10

	5,187.50	5,425.83	5,664.17	5,902.50	6,140.83	6,260.00	
11	-	67,320.00 5,610.00	70,180.00 5,848.33	73,040.00 6,086.67	75,900.00 6,325.00	77,330.00 6,444.17	11
12	-	-	72,390.00 6,032.50	75,520.00 6,270.83	78,110.00 6,509.17	79,540.00 6,628.33	12
13	-	-	-	77,460.00 6,455.00	80,320.00 6,693.33	81,750.00 6,812.50	13
14	-	-	-	-	82,530.00 6,877.50	83,960.00 6,996.67	14
	-	-	-				
TOP STEP +							
16 YEARS (\$1600)	63,850.00 5,320.83	68,920.00 5,743.33	73,990.00 6,165.83	79,060.00 6,588.33	84,130.00 7,010.83	85,560.00 7,130.00	
20 YEARS (\$2400)	64,650.00 5,387.50	69,720.00 5,810.00	74,790.00 6,232.50	79,860.00 6,655.00	84,930.00 7,077.50	86,360.00 7,196.67	
25 YEARS (\$3200)	65,450.00 5,454.17	70,520.00 5,876.67	75,590.00 6,299.17	80,660.00 6,721.67	85,730.00 7,144.17	87,160.00 7,263.33	
30 YEARS (\$6000)	68,250.00 5,687.50	73,320.00 6,110.00	78,390.00 6,532.50	83,460.00 6,955.00	88,530.00 7,377.50	89,960.00 7,496.67	

D. Salary Placement and Qualification

1. Class B:

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

2. Class C:

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

3. Class D:

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

4. Class E:

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

5. Class F:

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

6. Class X:

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

7. Prior Experience Credit:

a. Beginning July 1, 2000, one step for a full year of (K-12) public school teaching experience to a maximum of nine (9) years will be granted. The nine (9) years prior experience credit allowance shall not be retroactive.

b. Commencing July 1, 2000, one step for a full year of practical nursing experience, and/or higher education instructional experience, to a maximum of nine (9) years, will be granted for school nurses.

c. Beginning July 1, 2006, one step for each full year of Bargaining Unit member experience up to four (4) years will be granted.

d. To qualify for credit, service rendered must have been seventy-five percent (75%) of the teaching days included in the academic year in question. Fractional years are not combined to qualify as one (1) year. Beginning July 1, 2000, any infant toddler teacher employed by the District for at least three (3) years immediately prior to being hired as a K-12 teacher shall be placed on the salary schedule on the appropriate column at the first step that constitutes an increase from their per diem salary received (based

- on a five-hour day) as an adult education or ROP teacher.
8. Beginning July 1, 1990, teachers who are employed with a Vocational Credential shall be placed no lower than Step 4, Class B of the Certificated Salary Schedule. Teachers who subsequently acquire a regular credential may request a reclassification from Class B according to the number of semester units and the number of actual years of classroom teaching experience completed.
 9. School nurses employed prior to October 12, 1970, shall retain their class status without reduction until such time as they qualify for a higher class according to provisions 1 through 5. Ten (10) CEU's shall be accepted as equivalent to one (1) semester Unit for advancement on the salary schedule for school nurses. Verification of completion of CEU training will be filed in the Human Resources Office before credit is granted.

10. College Unit Recognition

Advancement on the schedule can be achieved by the following:

- a. All units earned subsequent to the BA/BS degree, (except District Salary Credits), must be upper division or graduate level units, with a grade of at least a "C" and from an accredited institution that would or could lead to a credential or a degree.
 - b. Coursework that enhances a Bargaining Unit member's ability or potential to address identified District needs and/or state mandate(s) in the Bargaining Unit member's current assignment will receive salary credit, if approved by a two-thirds (2/3) vote of the District Salary Credit Committee. The course work must be approved and filed, with the required documentation, with the District within sixty (60) days of completion of the coursework.
 - c. Lower division units from an accredited institution and with a grade of at least a "C" that are aligned to a Bargaining Unit member's District-approved credential or degree/waiver plan on file with the District, and were commenced, by the Bargaining Unit member after January 1, 2003.
11. To be eligible for a service increment on the certificated employee's salary schedule, the employee must have served sixty (60%) percent of the days school was in session during the preceding academic year of service. This means that the employee must have been present in the classroom on sixty (60%) percent of the days school was in session. The only exception to this provision shall be an approved sabbatical leave of absence which shall count as a regular period of service and shall not interrupt the employee's progress on the salary schedule.
 12. All salaries for regular probationary and permanent certificated Bargaining Unit members shall be set for the ensuing school year not later than June 30, except that those intending to qualify for a change in salary classification shall comply with the following: The deadline to file a request for a change in salary classification and to file a transcript or a copy of a transcript request form with the Human Resources Office:

- In order to be implemented for the first pay warrant - Submit no later than October 1**
(Implementation date: August 1 for 12 paychecks and October 1 for 10 paychecks)
- In order to be implemented at mid-year - Submit no later than January 31**
(Implementation date: February 1 for 12 paychecks and March 1 for 10 paychecks)

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

13. **Anniversary Increments and Masters/Doctorate Degree Recognition for Bargaining Unit members (effective July 1, 2007)** Pre-school increments designated in Section F.2.
 - a. A one thousand six hundred dollar (\$1,600) amount will be granted each year beginning with the sixteenth (16th) year through the nineteenth (19th) year of service with the District or to any Bargaining Unit member who has been at Step E13, F14, or X14 for five (5) or more years or on Psychologists Schedule F, Step 7 for ten (10) or more years.
 - b. A two thousand four hundred dollar (\$2,400) amount will be granted each year beginning with the twentieth (20th) year through the twenty-fourth (24th) year of service with the district or to a Bargaining Unit member who has received the stipend in (a) above for four (4) or more years.
 - c. A three thousand two hundred dollar (\$3,200) amount will be granted each year beginning from the twenty-fifth (25th) year of service with the District or to any Bargaining Unit member who has

- received the stipend in (b) above for five (5) or more years.
- d. A six thousand dollar (\$6,000) amount will be granted each year beginning from the thirtieth (30th) year of service with the District or to any Bargaining Unit member who has received the stipend in (c) above for five (5) or more years.
 - e. A three hundred and fifty dollars (\$350) amount will be granted upon receipt and each year thereafter for Bargaining Unit members holding a Masters Degree or Doctorate from an accredited college or university. No more than one (1) three hundred and fifty dollar (\$350) amount shall be granted to a Bargaining Unit member per year.
 - f. The monthly amount of the above increment shall be determined by dividing by the number of months assigned rounded to the nearest dollar, for all eligible certificated employees. To be eligible, the employee must be regularly employed on a monthly basis, must have rendered and continue to render satisfactory performance and must have rendered the necessary qualifying years of service.
 - g. A qualifying year of service is any year in which the employee is entitled to receive credit for a year of service under Board policy.
 - h. A one thousand (\$1000) dollar amount shall be granted to each Full Time Adult Education Bargaining Unit member upon receipt of any K-12 teaching credential and each year thereafter beginning July 1, 2004. No more than one such credential stipend shall be granted to any Adult Education Bargaining Unit member per year.
14. a. District Salary Credits shall be afforded for staff development activities conducted outside of the Board Day and for which the Bargaining Unit member has not been compensated. Fifteen (15) hours of staff development equals one (1) District Salary Credit, which is equal to one (1) semester unit.
- b. District Salary Credits may be earned in two ways:
- (1) Staff development programs developed or designated by the Instructional Division and completely by the Bargaining Unit member.
 - (2) Staff development programs submitted by the Bargaining Unit member to a committee composed of four (4) members selected by the District and four (4) members selected by the Association. This committee shall meet at least two (2) times a year to review plans and approve District Salary Credits. Approval shall be by consensus or not less than a two-thirds (2/3) majority of the committee.

E. Positions Related to Salary Schedule for Bargaining Unit members

1. Certain positions related to the schedule of salaries for regular classroom Bargaining Unit members shall receive an amount in addition to that provided in the regular teaching schedule. Salary rates for such positions shall be determined by placement of the incumbent on the Salary Schedule for Bargaining Unit members in terms of his/her training and experience, this rate to be multiplied by the index figures shown in the following list of positions (rounded off to the nearest dollar):
- | | | |
|-----|---|------|
| *1. | Attendance Supervisor (10 s.m. & 10 days) | 1.08 |
| *2. | Director of Athletics (High Schools, 10 s.m. & 10 days) | 1.08 |
| *3. | Counselor (full-time, 10 s.m. & 15 days) | 1.12 |
| *4. | Director of Student Activities (High Schools, 10 s.m. & 10 days) | 1.08 |
| *5. | School Community Counselor (10 s.m. & 10 days) | 1.08 |
| *6. | Special Education Program Specialist (10 s.m. & 10 days) | 1.08 |
| *7. | Teacher Program Specialist (10 s.m. & 10 days) | 1.05 |
| 8. | School Nurse Practitioner | 1.03 |
| 9. | Speech and Language Specialist (10 s.m. & 10 days) | 1.08 |
| 11. | Head Start Education Specialist | 1.12 |
| 12. | State and Federal Programs Facilitator (8 hours perday 10 s.m.) | 1.17 |
| 13. | 7-Hour and 15 Minute Special Assignment (7 hours and 15 minutes perday,10 s.m.) | 1.0 |
- * Ten (10) school months plus fifteen (15) working days paid on a yearly salary basis of ten (10) calendar months.
2. The additional days will be assigned at the discretion of the site principal. However, the total of ten (10) additional days must be within the period of ten (10) working days immediately preceding the opening of

the school year, through the ten (10) working days immediately following the close of the school year. Any other arrangements for assignment must be made by joint decision of the principal, the individual, and the Assistant Superintendents in charge of Personnel, Pupil & Community Services, or Instruction. The five additional days for counselors shall be served at grade levels 7-12 by all counselors. The days shall be contingent upon receipt of annual funding for this specific purpose as provided in Education Code Section 52378. Counselors will be notified on March first of each year prior to any changes to the subsequent years.

3. For psychologists hired before July 1, 1990, salary rates shall be determined by multiplying the highest rate (X14) of the Salary Schedule for Bargaining Unit members by the appropriate index from the following table:

Psychologist Schedule F (GR 01) Per Month				
Base Amount				
Step	Index	10 Months	12 Months	Annual
1 (01)	0.75	\$ 6,297.00	\$ 5,247.50	\$62,970.00
2 (02)	0.98	8,228.00	6,856.67	82,280.00
3 (03)	1.01	8,480.00	7,066.67	84,800.00
4 (04)	1.04	8,732.00	7,276.67	87,320.00
5 (05)	1.07	8,984.00	7,486.67	89,840.00
6 (06)	1.10	9,236.00	7,696.67	92,360.00
7 (07)	1.13	9,487.00	7,905.83	94,870.00
16th	\$1,600	9,647.00	8,039.17	96,470.00
20th	2,400	9,727.00	8,105.83	97,270.00
25th	3,200	9,807.00	8,172.50	98,070.00
30th	6,000	10,087.00	8,405.83	100,870.00

For Psychologists hired after July 1, 1990, salary rates shall be 1.13% of their placement on the Section C Salary Schedule. Psychologists shall work ten (10) calendar months, eight (8) hours per day.

F. 2008-2009 Salary Rates for Positions Not Related to Salary Schedules for Bargaining Unit Members

1a. Adult Education - Hourly Assignment, as needed

Step I	All Bargaining Unit members new to the MUSD Adult Education Program on a regular basis.	Class A	Class B	Class C
		\$36.50	\$37.95	\$39.40
Step II	All Bargaining Unit members who have completed one (1) year of a regular assignment with the District Adult Education Program.	\$38.50	\$39.95	\$41.45
Step III	All Bargaining Unit members who have completed at least two (2) years of a regular assignment with the District Adult Education Program.	\$40.50	\$42.00	\$43.35
Step IV	All Bargaining Unit members who have completed at least three (3) years of a regular assignment with the District Adult Education Program.	\$44.55	\$46.00	\$47.45
Step V	All Bargaining Unit members who have completed at least four (4) years of a regular assignment with the District Adult Education Program	\$46.70	\$48.20	\$49.45
Step VI	All Bargaining Unit members who have completed at least five (5) years of a regular assignment with the District Adult Education Program.	\$48.55	\$50.00	\$51.45

ADULT EDUCATION INDICES

STEP	CLASS A	CLASS B BA + 30	CLASS C BA + 60 or MA
1	1	1.04	1.08
2	1.055	1.096 50	1.1350
3	1.11	1.1500	1.1900
4	1.22	1.2600	1.3000
5	1.275	1.13150	1.3550
6	1.33	1.3700	1.4100

- (1) Hourly rates are rounded to the nearest nickel (\$0.05).
- (2) Subject to agreement under Article XII, Section D 10, 11, and 12.

1b. ROP- Hourly Assignment, as needed

Step I	All Bargaining Unit members who have completed one (1) year of a regular assignment with the MUSD ROP.....	\$41.65
Step II	All Bargaining Unit members who have completed at least two (2) years of a regular assignment with the MUSD ROP.....	\$44.05
Step III	All Bargaining Unit members who have completed at least three (3) years of a regular assignment with the MUSD ROP.	\$46.25

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

Anniversary Increments and Masters/Doctors Degree Compensation — same as contract unit members in Section 1-Item R.

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

2. 2008 - 2009 MTA SALARY SCHEDULE E - HEADSTART TEACHERS

Assignments to be ten/twelve (10/12) calendar months as needed, with pay for Winter Recess and Spring Recess vacation periods.

STEP	Grade Levels			STEP
	A (Gr. 01)	B (Gr. 02)	C (Gr. 03)	
01	\$22,310.00	\$27,060.00	\$31,250.00	01
	2,231.00	2,706.00	3,125.00	
02	23,360.00	28,400.00	32,780.00	02
	2,336.00	2,840.00	3,278.00	
03	24,810.00	29,800.00	34,450.00	03
	2,481.00	2,980.00	3,445.0	
04	25,770.00	31,250.00	36,030.00	04
	2,577.00	3,125.00	3,603.00	
05	27,070.00	32,780.00	37,880.00	05
	2,707.00	3,278.00	3,788.00	
TOP STEP +				
(16 YEARS) \$1,600	28,670.00	34,380.00	39,480.00	
	2,867.00	3,438.00	3,948.00	
(20 YEARS) \$2,000	29,070.00	34,780.00	39,880.00	
	2,907.00	3,478.00	3,988.00	
(25 YEARS) \$2,400	29,470.00	35,180.00	40,280.00	
	2,947.00	3,518.00	4,028.00	
(30 YEARS) \$4,800	31,870.00	37,580.00	42,680.00	
	3,187.00	3,758.00	4,268.00	

- Level A:** Headstart Bargaining Unit members who have earned sixty (60) semester hours of college work or who hold a Children's Center Permit.
- Level B:** Headstart Bargaining Unit members who have earned ninety (90) semester hours of college work and hold a Children's Center Permit.
- Level C:** Headstart Bargaining Unit members who hold a Children's Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor's Degree from an accredited college or university.

Headstart Anniversary Increments shall be:

16th-19th year	= \$ 1600
20th-24th year	= \$2000
25th-29th year	= \$2400
30 + years	= \$4800

Annual Stipends

Bachelor's Degree	= \$350
Masters or Doctorate	= \$350
Supervisor (<i>with six (6) or more units of administration and/or supervision coursework in child development</i>)	= \$500

2008-2009 Salary Schedule G - Infant Toddler Teachers

Assignments to be ten/twelve (10/12) calendar months as needed, with pay for Winter Recess and Spring Recess vacation periods

Step	Level A	Level B	Level C
01	\$26,030.00	\$31,570.00	\$36,460.00
	2,603.00	3,157.00	3,646.00
	* 2,169.17	* 2,630.83	* 3,038.33
02	27,250.00	33,130.00	38,240.00
	2,725.00	3,313.00	3,824.00
	* 2,270.83	* 2,760.83	* 3,186.67
03	28,950.00	34,770.00	40,190.00
	2,895.00	3,477.00	4,019.00
	* 2,412.00	*2,897.50	* 3,349.17
04	30,070.00	36,460.00	42,040.00
	3,007.00	3,646.00	4,204.00
	*2,505.83	*3,038.33	* 3,503.33
05	31,580.00	38,240.00	44,190.00
	3,158.00	3,824.00	4,419.00
	* 2,631.67	*3,186.67	*3,682.50
TOP STEP +			
16 YEARS \$1,600	33,180.00	39,840.00	45,790.00
	3,318.00	3,984.00	4,579.00
	* 2,765.00	* 3,320.00	* 3,815.83
20 YEARS \$2,000	33,580.00	40,240.00	46,190.00
	3,358.00	4,024.00	4,619.00
	* 2,798.33	*3,353.33	* 3,849.17
25 YEARS \$2,400	33,980.00	\$40,640.00	46,590.00
	3,398.00	\$4,064.00	4,659.00
	* 2,831.67	* 3,386.67	3,882.50
30 YEARS \$4,800	36,380.00	43,040.00	48,990.00
	3,638.00	4,304.00	4,899.00
	* 3,031.67	3,586.67	4,082.50

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

- Level A:** Infant Toddler Bargaining Unit members who have earned sixty (60) semester hours of college work or who hold a Children’s Center Permit.
- Level B:** Infant Toddler Bargaining Unit members who have earned ninety (90) semester hours of college work and hold a Children’s Center Permit.
- Level C:** Infant Toddler Bargaining Unit members who hold a Children’s Center Permit and have earned either one hundred twenty (120) semester hours of college work or have been granted a Bachelor’s Degree from an accredited college or university.

Infant Toddler Anniversary Increments shall be:

16th-19th year	=	\$ 1600
20th-24th year	=	\$ 2000
25th-29th year	=	\$ 2400
30 + years	=	\$ 4800

Annual Stipend	Masters or Doctorate Supervisor <i>(with six (6) or more units of administration and/or supervision coursework in child development)</i>	= \$ 350
		= \$ 500

G. Salary Payments for Assigned Extended Day Activities

1. High School

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

- a. Classes of Interscholastic Sports/Support Groups**
The classes of interscholastic sports shall be established as follows:
 - Class I** - Football
 - Class II** - Basketball, Baseball, Softball, Track, Soccer, Wrestling
Cross Country, Volleyball, Tennis, Gymnastics, Golf, Water Polo, Swimming
Athletic Trainer, Pepster Advisor, Drill Team Advisor
- b. Position Titles**
Position titles shall be established within each class as follows:
 - 1. Varsity Head Coach
 - 2. Varsity Assistant Coach
 - 3. Lower Division Head Coach
 - 4. Lower Division Assistant Coach
 - 5. Athletic Trainer
 - 6. Pepster Advisor
 - 7. Drill Team Advisor
- c. Credit for Experience - Steps**
 - (1) Bargaining Unit members employed in the extended day program shall receive credit for experience as follows:

Step	1	2	3
Year	1	4	7
Base	1.0	1.2	1.4
 - (2) A Bargaining Unit member shall be granted up to three (3) years of prior, in-District experience credit to reach Step 2, provided said Bargaining Unit member has held at least one (1) of the Position titles in B, or a combination thereof, for a three (3) year period.
- d. Ratios**
The following ratios shall be established for the classes and positions in a and b above:

Class	Var. Head Coach	Ass’t Var. Coach	LD Head Coach	LD Ass’t Coach
I	2.0	1.5	1.3	1.0
II	1.7	1.0	1.2	0.9

e. Salary Schedule

The extended day salary schedule shall be established with the base of Class III, Lower Division

Head Coach. Beginning July 1, 2002, and for each succeeding two (2) years, the base salary figure shall increase by the average salary increase for the preceding two (2) years as follows:

f. Index					
Class	Sports	(1) Var. Head Coach	(2) Var. Ass't Coach	(3) LD Head Coach	(4) LD Ass't Coach
I	Football	2.0	1.5	1.3	1.0
Class	Sports	Var. Head Coach	Var. Ass't Coach	LD Head Coach Athletic Trainer (3 seasons)	LD Ass't Coach Drill Team and Pepster Advisor (2 seasons)
II	Basketball Soccer Baseball Softball Wrestling Track Cr.Country Golf Swimming Water polo Tennis Volleyball Gymnastics Athletic Trainer Pepster Advisor Drill Team Advisor Intramural Coordinator	1.7	1.0	1.2	0.9
Class	Other Extended Day Activity	1st Semester		2nd Semester	
I	Band	2.0 marching band season (football games, parade season)		1.0 performance season (festivals, concerts and basketball season)	
II	Annual Newspaper Choral Music (to include presentation of a two-act musical) Drama (minimum 1 major production each semester) Dance (minimum 1 major production each semester) Renaissance (minimum one major production each semester)	1.0		1.0	
III	Forensics	.8		.8	

g. Salaries (Effective July 1, 2008)

Class	Sports	Yrs	Var. Hd. Coach	Var.Ass't Coach	L.D. Hd. Coach	L.D.Ass't Coach
I	Football		2.0	1.5	1.3	1.0
		1	3,152.00	2,364.00	2,048.80	1,576.00
		4	3,782.40	2,836.80	2,458.56	1,891.20
		7	4,412.80	3,309.60	2,868.32	2,206.40

Class	Sports	Yrs	Var. Hd. Coach	Var.Ass't Coach	L.D. Hd. Coach Athletic Trainer (3 seasons)	L.D.Ass't Coach Drill Team and Pepster Advisor (2 seasons)
II	Basketball		1.7	1.0	1.2	0.9
	Soccer					
	Baseball	1	\$2,679.20	1,576.00	1,891.20	1,418.40
	Softball	4	3,215.04	1,891.20	2,269.44	1,702.08
	Wrestling	7	3,750.88	2,206.40	2,647.68	1,985.76
	Cr. Country					
	Golf					
	Swimming					
	Water Polo					
	Tennis					
	Volleyball					
	Gymnastics					
	Ath. Trainer					
	Drill Team Advisor					
	Pepster Advisor					

h. Other High School Extended Day Activities

rating-in shall not exceed step two (4 years) compensated as follows:

1.	Tall Flag Advisor - annual assignment	.75	\$1,182.00
2.	Orchestra, Jazz Band	.6	\$ 945.60
3.	District Orchestra Director	1.2	\$1,891.20
4.	Art Consultant, Board of Education Publications	.7	\$1,103.20
5.	Stage Manager (School Sponsored Activities)	.7	\$1,103.20
6.	Other (as designated by immediate supervisor)	.7	\$1,103.20

i. Teams (Athletic, Music, or Pep & Drill) or individuals who qualify may participate in play-off games after the regular season of competition. These play-offs range from two (2) to four (4) weeks depending on the sport. Coaches of Varsity teams will be assigned for this period of time. Assistant coaches may be assigned with the approval of the principal and the Director of Athletics. Music and Pep & Drill unit member may be assigned with the approval of the Principal. Football teams may have a maximum of six (6) coaches assigned. The compensation for competition in sanctioned play-off games to be one-eighth (1/8) of the total extended day salary for each week a team or individual(s) participates.

j. Reimbursement for the above activities shall be payable at the conclusion of the activity upon certification by the Principal, or, in the case of the Journalism (Newspaper) and Annual, the administrator in charge of publications.

k. Extra-pay assignments for certificated service shall be presented in writing to the Superintendent of Schools, and shall be approved by the Board of Education prior to actual assignment.

l. Compensation for Spring Football shall be \$639 for the Varsity Coach and \$552 for each authorized Assistant Coach.

G. 2. K-8

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

a. Recreation Schedule R (5-8)

(1) Bargaining Unit members who are employed in the District Recreation Program shall be compensated on Step E (05), Range No. 3 of the Recreation Schedule R, on an hourly basis as follows:

	A	B	C	D	E
Classification	(1)	(2)	(3)	(4)	(5)
a. Playground Leader (Summer)					\$ 9.25
b. Recreation Instructor (School Year)					11.50
c. Sr. Recreation Instructor					12.65
d. Program Supervisor					13.80

(2) Bargaining Unit members who are employed to coach students during a regular sport season (one quarter) shall be assigned to work at least eight (8) hours per week during the quarter.

b. Other Extended Day Activities

1. Band				.7	\$1,103.20
2. Chorus				.7	\$1,103.20
3. Drama				.7	\$1,103.20
4. Dance				.7	\$1,103.20
5. Director of Student Activities				.7	\$1,103.20
6. Yearbook				.7	\$1,103.20
7. Newspaper				.7	\$1,103.20
8. Other (as designated by immediate supervisor)				.7	\$1,103.20

H. 2008 - 2009 Special Service Compensation and Part Time Assignments as needed.

1. Other Hourly Rates

Base Amount

Site Translator	\$35.60
Home Teachers	35.60
After School Tutors	35.60
Continuing/Alternative Education Instructors	35.60
Contract Independent Study Teachers	35.60
Independent Study Teachers	35.60
Reading Recovery Teachers	35.60
Vocational Education Instructors	35.60
Additional Counselors Assignments	35.60
Coordinator Summer YEP	33.05
Coordinator Summer Recreation	33.05
Career Counselor Summer YEP	31.50
Driver Training Instructors - Adult Education	32.55
Inservice Presenter	35.60
IEPs held beyond Article IV., D1 and D2	35.60

2. Other Daily Rates

Summer School Teachers (4 or 5 hours instruction per day & 1 additional hour on site per day.)	36.05
Inservice beyond calendar year/Committee Participation	190.00 per day or \$31.67 per hour
Alternative to Suspension Saturday School	123.00 per day

3. Per Diem Rates

Intersession Assignment at YRS	per diem rate
Additional Teaching Assignments	1/6 per diem
Additional Teaching Assignments (prep time)	1/6 per diem
Additional Student Coverage	per diem/hour
Inservice, Leadership role	per diem rate
Work Days beyond the calendar	per diem rate

I. Situational Rates	
Primary Language, BCC and BCLAD Certificate (within bilingual, primary language or SEI setting)	\$500.00 one time
Bilingual Annual Stipend (certificate or credential)	\$350.00 per annum
Masters Degree	\$350.00 per annum
Supervisor/Infant Toddler (with 6 or more units of administration and/or supervision coursework in child development)	\$500.00 per annum
Tandem Teaching	% of wages & benefits
Bargaining Unit Member Substitutes	\$10.00 additional per day
Early Retirement (pre 95/96 - Independent Contractor)	\$5,000.00 per annum
Early Retirement (post 94/95 - Employee)	\$5,000.00 per annum
Sabbatical (See Leave Policy)	

XIII. TRANSFER AND REASSIGNMENT POLICY

A. Definitions

1. **Assignment:** The initial placement of a Bargaining Unit member by the District or designee to a position in a specific school within the individual's credential area.
2. **Reassignment:** The change of the previous placement of a Bargaining Unit member position within the same school. This shall include grade level, subject matter or classroom changes.
3. **Transfer:** The change in placement of a Bargaining Unit member from one (1) site to another, or from one (1) track to another in year round schools, or AM to PM or vice versa in Head Start.
4. **Reclassification:** A change of the Bargaining Unit member to a position commanding a different salary.
5. **Involuntary:** A change of the previous placement of a Bargaining Unit member as determined by the Board of Education or its designee(s.)
6. **Voluntary:** A change of the previous placement of a Bargaining Unit member as requested and initiated by a Bargaining Unit member.
7. **Program and Educational Needs:** The instructional course of study offered to pupil during the board day, school needs, and pupil needs.
8. **Immediate Family:** Mother, father, sister, brother, husband, wife, son and daughter.

B. Assignments

The District retains the right to assign all Bargaining Unit members upon employment in the Montebello Unified School District. Assignment will be based upon the program and educational needs of the Montebello Unified School District.

1. Upon written request to and accepted by the site administrator, more than one (1) person from an immediate family may be assigned to the same school. In the event of a denial of the request by the site administrator, an appeal may be directed to the Assistant Superintendent, Human Resources.
2. A Bargaining Unit member shall not work at the same site where an immediate family member is in a management or supervisory position. An appeal of this provision may be directed to the Assistant Superintendent, Human Resources.

C. Reassignment

1. Voluntary Reassignment

A Bargaining Unit member may file a written request with the site administrator for an assignment change within his/her school. All requests will be given full consideration and resolved in the best interests of all the parties concerned - the Bargaining Unit member, pupils, school site and the District. The Bargaining Unit member will receive written notification concerning the disposition of the request as promptly as possible. Primary consideration in such requests shall be the program and educational needs at the site, credentials held by the Bargaining Unit member, and experience in teaching specific subject areas. It is the intent of this section to make available opportunities for Bargaining Unit members to expand their knowledge and experiences in a variety of subjects for which they are qualified, at their request.

2. Involuntary Reassignment

The District reserves the right to reassign a Bargaining Unit member to a position in their credential area at any time if, in its judgment, such reassignment is in the best interests of the District. Opportunities shall be made available for Bargaining Unit members to voluntarily seek a reassignment prior to the implementation of this section. The administration shall make every attempt to follow personnel practices that will maximize the potential of the Bargaining Unit member and enhance good personnel relations. Reassignment shall not be made arbitrarily or capriciously.

- a. A conference shall be held with the Bargaining Unit member outlining the specific reasons for the reassignment and rationale in writing shall be provided the Bargaining Unit member upon request.
- b. Whenever possible, reassignments shall be announced no later than May 15. Bargaining Unit members who are reassigned after the beginning of the school year, for program or enrollment needs, shall be given five (5) working days notice. Bargaining Unit members shall be given one (1) day of release time, upon request, before the reassignment actually occurs. At the 6-12 non-self-contained level, this provision shall apply only with site administration approval taking into consideration the time and extra work load incurred as a result of the change.
- c. In the event that notification of a reassignment occurs during summer or an off-track session, the Bargaining Unit member shall be entitled to one (1) day release time, upon request, within the first twenty (20) days of the next school session. At the 6-12 non-self-contained level, this provision shall apply only with site administration approval taking into consideration the time and extra work load incurred as a result of the change.
- d. The District shall provide assistance in moving materials to any new work location.

D. Transfer

1. Voluntary Transfer

- a. A Bargaining Unit member who has completed one (1) full school year in the District may apply for a transfer to a different site by completing a written transfer form and submitting it to the Human Resources Division. A Bargaining Unit member shall list no more than three (3) choices in order of preference. To be acceptable, applications shall be submitted no later than April 15 of each school year. All requests will be given full consideration and resolved in the best interests of all parties concerned - the Bargaining Unit member, pupils and District.
- b. When a Bargaining Unit member requests a transfer, the Bargaining Unit member's current principal does not have veto power over the transfer. All Bargaining Unit member(s) requesting transfers shall remain on the active transfer list through one (1) week prior to the beginning date of traditional calendar school. This provision allows the YRE Bargaining Unit member(s) to transfer to traditional calendar schools during the summer. Unsuccessful applicants shall be provided upon request, a written reason(s) for non-selection. Receiving principals will interview candidates under consideration whenever possible.
- c. A Bargaining Unit member may apply for a track change at a multi-track year-round site or may apply for an a.m. or p.m. change in Head Start by completing a written transfer form and submitting it to the site administrator.
- d. Intra-District preference: qualified Bargaining Unit members of the Montebello Unified School District shall be given preference in filling all certificated Bargaining Unit vacancies as follows:
 - (1) All Bargaining Unit members with the required credential(s) for a vacancy who have completed the transfer request in a timely manner shall be offered an interview.
 - (a) In the event that more than twelve (12) Bargaining Unit members per vacancy apply, the appropriate administrator shall be required to interview no more than Bargaining Unit members per vacancy.
 - (b) The criteria for the selection of Bargaining Unit members to be interviewed shall include Bargaining Unit member in-District seniority.
 - (c) In all cases, the six (6) most senior in-District applicants shall be offered interviews.
 - (2) Bargaining Unit members shall be given twenty-one (21) calendar days to interview.
 - (3) Subject to paragraph a. above, qualified Bargaining Unit members shall be interviewed and considered prior to interviewing other applicants.
 - (4) In the event that a qualified Bargaining Unit member is not granted the transfer, the appropriate administrator shall notify the applicant in writing prior to interviewing other applicants.

2. Involuntary Transfer

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

- a. Should it become necessary to transfer a Bargaining Unit member(s), the primary consideration

in making such an adjustment(s) shall be the program and educational needs at the school(s) concerned. The criteria for establishing the staffing needs for the school(s) program shall also include:

- (1) Credentialing requirements.
 - (2) Experience in teaching specific subject areas.
 - (3) Teacher in-District seniority.
- b. After consideration of the above criteria, a conference shall be held with each Bargaining Unit member prior to any transfer. A written summary outlining the specific reasons for the decision covered in the conference will be provided the Bargaining Unit member upon request.
 - c. The District shall make every effort to notify a Bargaining Unit member of a pending transfer by May 15. Bargaining Unit members shall be entitled to one (1) day release time, upon request, before the actual transfer occurs.
 - d. In the event that a transfer may occur during summer or off track sessions, the Bargaining Unit member shall be entitled to one (1) day release time, upon request, within the first twenty (20) days of the next school session.
 - e. Bargaining Unit members who are transferred after the beginning of the school year shall be given five (5) working days notice and one (1) day of release time before the transfer actually occurs.
 - f. The District shall provide assistance in moving materials to any new work location.

E. Posting and Advising of Vacancies

1. All vacancies shall be posted in the Human Resources Office within ten (10) days of the time the District closes the position.
2. Support Personnel and other out-of-classroom Bargaining Unit vacancies will be open to all Bargaining Unit members and will be posted at each school site for at least six (6) working days. Bargaining Unit members may request an interview through the Human Resources Office. The appropriate administrator shall make the selection recommendation to the Human Resources Office.
3. An interim appointee may be placed in the vacancy by the appropriate administrator for no more than forty (40) days. Under extraordinary circumstances this period may be extended by twenty (20) days.
4. The May 15 vacancy list shall be posted at each site no later than May 20 and continued to be posted through the end of the school year.
5. Bargaining Unit members being involuntarily transferred will be given priority in placement over any voluntary transfer requests, as well as over newly employed Bargaining Unit members' assignment requests. Whenever possible, the wishes of the individual Bargaining Unit member will be honored to the extent that they do not conflict with program, educational and staffing needs.
6. Within the first month of the school year, principals shall request names of Bargaining Unit members interested in any out-of-classroom positions. Those Bargaining Unit members indicating an interest shall be notified if such a vacancy occurs during the school year.

F. Reclassification

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

G. Bargaining Unit Member's Rotation Procedure

It is the intent of this section to make available annually an opportunity for Bargaining Unit members who have taught ten (10) or more years at a site to rotate to another site or work assignment. Bargaining Unit members are encouraged to participate in the rotation procedure for the purpose of expanding their knowledge and experience under a variety of conditions.

Priority consideration for filling vacancies created for the below reasons shall be given to those Bargaining Unit members who have ten (10) or more years at a site to seek a voluntary rotation.

H. The vacancies that are available annually will be derived from the following categories:

1. Accepted retirements
2. Approved resignations
3. Approved voluntary transfer requests
4. Approved leaves of absence

XIV. HEALTH AND WELFARE BENEFITS

A. Workers Compensation

1. The District Workers Compensation Program shall be conducted in accordance with State law. The cost of medical care necessitated by accidents sustained in the line of duty will be paid directly to the attending physician upon submission of appropriate documentation to the District's self-insurance administrator.
2. The District shall have the responsibility to see that adequate medical attention is received by an injured worker. An accident report shall be filed by the injured worker to the immediate supervisor as soon as feasible following the injury or illness.
3. Treatment according to the severity of the injury will be provided to the injured worker by District-designated physician and/or hospital. If the District designated medical facilities or physician are not utilized, the employee shall notify the Risk Management department as soon as feasible and assure that the chosen treating physicians or facility report to the District's self-insurance administrator after treating the injured worker. It is understood that no claim shall be paid until a proper billing and reporting are submitted by the attending physician.

B. Eligibility for Group Medical Insurance

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

C. MUSD Health and Welfare Benefit Committee

1. The purpose of this Committee will be to monitor and coordinate the District's health and welfare program. The goal of the Committee is to maintain and/or improve the employees' benefits/insurance programs while at the same time being cognizant of and/or responsive to the costs of such programs.
2. The voting membership of the Committee will be composed of three (3) representatives of the Certificated Bargaining Unit, three (3) representatives of the Classified Bargaining Unit and three (3) District representatives, one of whom may be the District Risk Manager.
 - a. Non-voting advisory members shall include
 - (1) The District Risk Manager, if not included in C.2.a.
 - (2) A representative from the Human Resources Department.
 - (3) The Executive Director of the Certificated Bargaining Unit.
 - (4) The Executive Director or designee of the Classified Bargaining Unit.
3. Any and all alterations of the health and welfare benefits program shall be evaluated and decided upon by the Committee. All decisions shall be made by majority vote. Issues of employee eligibility must be approved by the Board.

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

If employed on the first (1st) working day of a calendar month, coverage can be effective on that date if a signed

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

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

1. Medical Insurance

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

2. Dental and Orthodontia Insurance

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

3. Vision Insurance

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

4. Life Insurance

- a. The Bargaining Unit members' life insurance coverage shall become effective on the first day that she/he is physically present at work.
- b. The Board authorizes the Administration to contract with an appropriate carrier for twenty five thousand (\$25,000) dollars straight life term insurance for Bargaining Unit members.
- c. The Life Insurance shall terminate at the end of the month in which retirement or resignation occurs.
 - (1) Employees on unpaid leave of absence may continue life insurance coverage at their own expense by making the appropriate payment to the District prior to the first day of the month in which coverage would otherwise terminate.
 - (2) Employees must apply for the individual policy and pay the applicable premium within thirty-one (31) days after termination of his/her life insurance. Life insurance will include a conversion privilege.

5. Employee Assistance Service for Education (EASE)

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

E. Aggregate Insurance Caps

- 1. The District shall pay \$9467 per Bargaining Unit member beginning July 1, 2004. Commencing in 2005-2006, the District contribution shall be increased by the percent funded increase to the base revenue limit. This average cost shall be applied to all eligible Bargaining Unit members. If the committee is able to bring the average cost per eligible Bargaining Unit member below the amount provided herein, such savings shall be placed on a monthly basis in a designated, separate, interest bearing account at the established county rate. A statement of this account shall be made available to the Committee monthly. If the benefits cannot be managed within the aggregate amount allotted, the Committee shall set a level for payroll deduction per month sufficient to fund projected costs in excess of the aggregate cap.

F. Effect of Leave of Absence on Group Medical Insurance

The following shall apply to persons on leave of absence:

1. Sabbatical Leave

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

2. Work Related Injury/Illness Leave

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

3. Pregnancy Leave

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

4. Leaves Without Pay

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

G. Health Coverage for Retirees

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

1. Employees must be at least fifty five (55) years old or qualify for STRS Disability Allowance.
2. Employee must qualify and retire under the California State Teachers Retirement System or qualify for STRS Disability Allowance when leaving the District in order to be eligible. Coverage shall not be provided for a person under another medical program.
3. Employees must qualify and retire under the California State Teachers Retirement System or qualify for STRS Disability Allowance when leaving the District in order to be eligible. Coverage shall not be provided for persons under STRS Disability Allowance who are under fifty five (55) years of age and covered under another medical program.
4. The maximum dollar amount that the District will be required to contribute to this program on behalf of an eligible retiree, now and in the future, will be at the average cost of the contracted supercomposite carrier rates (add the rates of the carriers and divide by the number of carriers) per month, provided such average does not exceed the lower of the supercomposite Kaiser rate or the District contribution for Kaiser coverage for regular employees.
5. When the time comes that the premium exceeds the above formula, the retiree, in order to remain eligible for health benefits, shall make a contribution to the District before the effective date of the increased premium of the amount that is the difference between the District contribution and the actual cost of the premium.

All retirees and/or dependents will apply for Part B of Medicare and submit proof to the proper medical insurance carrier on or before their sixty-fifth (65th) birthdate in order to maintain their eligibility. Any penalty in District-paid health care premium incurred by the District because of failure to comply with this requirement will be passed on to the retiree.

6. The District's obligation to contribute to the retiree's health program shall terminate on the Bargaining Unit member's sixty-seventh (67th) birthday.
7. Retirees who are not eligible for the above program shall have the option to continue in the health program by making their own contribution equal to the premium through the currently established procedures with the District.
8. A surviving spouse of a District retiree who qualifies for this benefit shall have the same dollar amount of coverage to continue in a program provided by the District's medical insurance carriers under the following conditions:
 - a. Only single plan coverage shall be allowed.
 - b. The cost shall not exceed the annual dollar amount limit for the retiree.
 - c. The coverage shall extend until either the retiree would have reached sixty seven (67) years of age or the surviving spouse reaches sixty seven (67) years of age, whichever occurs first.

H. Federal and/or State Legislation

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

XV. EARLY RETIREMENT OPTION

- A. Beginning March 1, 2010 through July 1, 2010 Bargaining Unit members shall be eligible to**

participate in the District's Retirement Program subject to the following:

1. The Bargaining Unit member must be eligible for STRS retirement, less than fifty (50) years of age, and a minimum of thirty (30) years or experience in the District or fifty-five (55) years of age and ten (10) years of experience in the District, and drawing STRS benefits at the time of his/her employment in this program.
2. The Bargaining Unit member must request participation in this program for the following school year and formally resign from the District from April 26, 2010 with an effective date prior to July 1, 2010. This shall occur after the necessary contractual agreements have been signed by both parties.
3. If for any reason forty-seven (47) eligible Bargaining Unit members have not submitted letters of resignation Plan by May 1, 2009, the *Early Retirement Option* described in this article is in effect instead as written in Sections D and E.

B.

C. Upon acceptance of the Bargaining Unit member's request for participation in the District's Retirement Program, verification of eligibility, signed contractual obligations, and formal resignation, the District shall:

1. Pay the Bargaining Unit member PARS Supplementary Retirement Plan at District benefit level Fifty Percent (50%) including Options 1-3 and 5-15.
2. Provide District medical and dental benefits to participants age sixty (60).

D. Beginning in July 1, 2016, Bargaining Unit members shall be eligible to participate in the District's Early Retirement Program subject to the following:

1. The Bargaining Unit member must be eligible for STRS retirement, less than sixty (60) years of age, and drawing STRS benefits at the time of his/her employment in this program.
2. The Bargaining Unit member shall have served at least fifteen (15) years in the Montebello Unified School District as a certificated employee.
3. Services may be performed for a maximum of five (5) years or until age sixty (60) whichever comes first. The Bargaining Unit member may elect to discontinue service under this option at the end of any year, but then he/she may not re-enter the program.
4. The Bargaining Unit member must request participation in this program for the following school year and formally resign from the District by May 1 with an effective date prior to July 1. This shall occur after the necessary contractual agreements have been signed by both parties.
5. Bargaining Unit members opting for this program shall contract for a total of twenty (20) days per year in concert with District needs. The early retiree's contract shall be determined by the District on an annual basis.

E. Each year the contract for the early retiree shall be reviewed by the District with the retiree. In all cases, the District shall make the final determination as to the retiree's assignment. The particular work days shall be mutually agreed upon in advance of a school year by the two (2) parties, subject to possible later changes, again by mutual agreement.

1. Upon acceptance of the Bargaining Unit member's request for participation in the District's Early Retirement Program, verification of eligibility, signed contractual obligations, and formal resignation, the District shall:
2. Employ the services of the individual Bargaining Unit member for twenty (20) working days per year, for no more than five (5) consecutive years. The normal workday is based on an eight (8) hour day. Termination of the contract may be by mutual agreement. The District may terminate this contract for just cause if there is a failure to meet contractual obligations by the participant.
3. Pay the Bargaining Unit member five thousand (\$5,000) dollars inclusive of all employer payroll taxes each year for no more than five (5) years upon completion of each year's contractual obligations. The District may employ Bargaining Unit members up to an additional ten (10) days at a commensurate rate.
4. Allow participants to make up days lost due to illness immediately following their illness or on days that are mutually agreed upon by the participant and supervisor of the project.
5. Provide District medical and dental benefits to participants for each year of participation at District expense not to exceed the District's contribution for regular Bargaining Unit members.
6. Require participant (retirees) to assume all expenses including, but not limited to, travel and clerical costs incurred from outside the District in connection with the performance of the contracted service.

XVI. LEAVE POLICY

A. General

1. It shall be the policy of the Board of Education to consider individually requests for leave of absence for the purposes other than military service, pregnancy or for health reasons.
2. Requests for leave for health reasons shall be accompanied by the physician's recommendation.
3. Leave granted under the FMLA of 1993 shall run concurrently with all other accrued paid leaves.

B. Notice of Request for Leave of Absence

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

C. Notice of Intent to Return from Leave of Absence

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

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

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

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

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

F. Length of Leaves

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

G. Sabbatical Leaves

1. Eligibility

Full-time certificated Bargaining Unit members, who have had seven (7) years of consecutive service for the Board of Education, may be granted leave of one (1) year for the purpose of travel, projects, and/or study which will benefit the schools and the pupils of the District. Sabbatical leave shall be granted for not less than one (1) semester nor for more than two (2) consecutive semesters of any one (1) school year. It is recommended that sabbatical leave for one (1) full semester only shall be granted for the second

semester of the school year. It is recommended that a sabbatical leave for one (1) full quarter be granted for year round schools only.

2. Application for Leave

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

3. Determination of Nominees for Sabbatical Leave

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

4. Conditions for Determining Nominees

The nomination of candidates for sabbatical leaves shall be governed by:

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

5. Limitation on Number of Leaves

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

6. Categories for Sabbatical Leave

a. Sabbatical Leave for Travel

Travel leave is one during which the Bargaining Unit member shall remain in travel status three and one-half (3 1/2) months for each semester of leave granted. Approval of program shall be given by the Sabbatical Leave Committee, and a formal report shall be made to the Human Resources Office at the completion of the sabbatical leave.

b. Sabbatical Leave for Travel and Study

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

c. One Semester Sabbatical Leaves

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

d. Sabbatical Leave for Study or Research

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

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

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

e. Fellowships or Scholarships

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

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

f. Member Initiated Projects

Bargaining Unit members may initiate and design projects that are equivalent in nature to Section 6-b, d, e above, and shall be considered on the basis of its current merits and purposes by the Sabbatical Leave Committee. Examples of said member projects shall include but shall not be limited to the following:

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

7. Compensation

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

The compensation while on leave will be paid in the same manner as if the Bargaining Unit member were on duty in the District upon the furnishing, by the Bargaining Unit member, of a sabbatical leave of absence agreement and a suitable bond indemnifying the District against losses in the event the Bargaining Unit member fails to render two (2) years service to the Montebello Unified School District after return from leave of absence or should the Bargaining Unit member fail to carry out the sabbatical leave provisions. Such bond shall be exonerated and the agreement fulfilled in the event that failure of such Bargaining Unit member to return and render such two (2) years of service is caused by the death or incapacitating physical or mental disability of the Bargaining Unit member.

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

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

8. Retirement

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

9. Salary Schedule

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

10. Assignment Upon Return

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

11. Liability

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

H. Pregnancy Leave

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

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

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

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

Under the California Family Rights Act of 1993 (CFRA), any Bargaining Unit member who has worked in the District at least twelve hundred and fifty (1250) hours in the twelve (12) months preceding the date the leave would begin is entitled to up to twelve additional weeks of leave following the release from doctor's care or at the end of four (4) months whichever comes first. This unpaid leave includes all health and welfare benefits.

I. Child Care Leave

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

J. Health and Other Leaves of Absence

Requests for leave of absence for health reasons must be accompanied by a statement from a recognized medical advisor recommending the necessity of such a leave.

1. Sick Leave of Absence

- a. Full-time certificated Bargaining Unit members assigned for twelve (12) months shall receive full pay for the first fourteen (14) working days absence because of illness or injury during the school year, July 1 through June 30.

Certificated Bargaining Unit members assigned for less than twelve (12) months shall receive full pay on the basis of one and two tenths (1.2) day per month for the number of months assigned; that is ten (10) month employees, either calendar or school, shall receive twelve (12) days sick leave per year. Credit for leave of absence need not be accrued prior to taking such leave by the Bargaining Unit member and such leave of absence may be taken at any time during the school year.

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

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

2. Paid Illness Leave Exhaustion and Difference Pay Limitations

Subject to California Education Code Sections 44977 through 44978.1, the District shall provide to Bargaining Unit members, upon exhaustion of all available and accumulated sick leave, difference pay in

accordance with statutory limitations. In no event shall the difference pay received by a Bargaining Unit member be less than twenty-five dollars (\$25.00) per day.

- a. The amount deducted from a regular Bargaining Unit member's pay because of illness or accident shall not include paid vacation holidays which may be allowed the substitute teacher.
- b. Effective July 1, 1988, when a regularly assigned contract probationary or permanent certificated Bargaining Unit member is absent from his/her duties on account of his/her own illness or injury in excess of his current and accumulated sick leave, he shall receive one hundred (100) days of difference pay for a period of not to exceed five (5) school months in any one (1) school year. The one hundred (100) working days at difference pay shall not apply to extended day activities or non-contract duties such as teaching driver training and adult education classes. A Bargaining Unit member who uses any portion of the days herein provided during one (1) school year shall be limited to the balance of the unused days thereafter for the same illness when the leave is continuous. Sick leave, including accumulated sick leave, and the 100 day period shall run consecutively. A Bargaining Unit member shall not be provided with more than 100 days of difference pay per accident or illness. The "same illness" shall be determined by the Bargaining Unit member's attending physician. The Board reserves the right to require supporting medical records be made available to an independent medical examiner for verification.
- c. Whenever a Bargaining Unit member has exhausted all current sick leave, accumulated sick leave, and 100 days of difference pay, due to accident or illness, and the Bargaining Unit member is not medically able to resume duties, the Bargaining Unit member shall, if not placed in another position, be placed on a reemployment list for twenty-four (24) months if the Bargaining Unit member is on probationary status and for thirty-nine (39) months if the Bargaining Unit member is on permanent status. When the Bargaining Unit member is medically able, during the twenty-four (24) or thirty-nine (39) month periods, the Bargaining Unit member shall be returned to employment in a position for which he or she is qualified.
- d. Any Bargaining Unit member, at his/her option, may sell back and be paid for any unused sick leave days for that year at the end of each school year. Sold back days do not accumulate.

3. Regulations Governing Cumulative Illness Leave

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

4. Personal Necessity Leave Using Sick Leave

- a. A certificated Bargaining Unit member, serving in a status which entitles him/her to illness or injury leave pay under the provisions of Section 44978 of the Education Code shall, at his/her election, be allowed personal necessity leave with pay within the limits and conditions of this provision. All personal necessity leaves except those related to emergencies shall require written notification to the site administrator prior to the Bargaining Unit member taking the leave. Such notification shall not constitute approval of the leave. The following limits and conditions are placed upon allowing a personal necessity leave with pay:
 - (1) An appearance of the Bargaining Unit member as a witness, defendant or litigant under an official governmental order if the absence exceeds the number of days under the District's Subpoena leave Policy.
 - (a) Each date of necessary attendance other than the date specified in subpoena, shall be certified by the clerk or other governmental jurisdiction, and
 - (b) In a case in which a witness fee is payable, such fee shall be collected by the Bargaining Unit member and remitted to the Business Division, and
 - (c) It is expected that a Bargaining Unit member will return to work in cases where his/her services are not required beyond one-half (1/2) day.
 - (2) Attendance at the funeral of a close relative or friend.
 - (3) Obligations that might be required of a person because of his leadership position or membership in professional organizations, youth activities or community organizations.
 - (4) Personal business imperative which must be conducted in order to conform with legal procedures or to resolve threats to one's personal assets. Such use shall not be for the purpose of accruing a financial gain.
 - (5) Observance of a nationally recognized religious holiday other than those scheduled on the school calendar.
 - (6) A post-natal child care leave within fifteen (15) days after the birth of a Bargaining Unit member's child.
 - (7) To conduct personal business. [No more than three (3) of the nine (9) days allotted for

Personal Necessity Leave may be used for personal business]. Prior to taking the leave, except in an unforeseen emergency, the Bargaining Unit member shall request approval on the District Leave Request form no later than 9:00 a.m., two (2) days preceding the first (1st) day for which leave is sought. Any denial of approval must be given to the Bargaining Unit member by noon of the day following the request. The Association shall continue to encourage its membership to be professional in their use of Personal Business Leave.

- b. The following limits and conditions are placed upon allowing a personal necessity leave with pay:
 - (1) Nine (9) days per year of current sick leave may be used for Personal Necessity Leave
 - (2) The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
 - (3) Payment for such absence shall be made only upon certification by the Bargaining Unit member's administrator or supervisor that the absence was due to a situation designed as a personal necessity within the meaning of this section. The Bargaining Unit member shall be required to sign, on a form provided, a statement that such absence was due to a personal necessity and indicate the nature of the emergency. Such form shall be approved for payment by the proper administrator or supervisor and shall be filed with the Payroll Department.
 - (4) No more than three (3) of the nine (9) days allotted for Personal Necessity Leave may be used for Section J-4a, 7 of this article.
- c. Personal necessity leave in excess of nine (9) days shall be allowed under E.C. 44981 only for the following reasons:
 - (1) The death of a member of the Bargaining Unit member's immediate family, as defined under Bereavement leave when the number of days exceeds the limit provided in the District's Bereavement Policy.
 - (2) An accident involving the Bargaining Unit member's person or property not otherwise chargeable to an illness or injury leave or to an industrial injury or illness leave. Such accident must be serious in nature involving circumstances the Bargaining Unit member cannot be expected to disregard and which requires the attention of the Bargaining Unit member during his/her assigned hours of service. Included in this would be imminent danger for the home of a Bargaining Unit member occasioned by a factor such as flood or fire demanding the attention of the Bargaining Unit member during his assigned hours of service.
 - (3) A serious illness or an accident involving the person or property of a member of a Bargaining Unit member's immediate family. Members of the Bargaining Unit member's immediate family shall be deemed to include only mother, father, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, step-parents, step-children, or any relative living in the immediate household of the Bargaining Unit member. Such illness or accident must be serious in nature, involving circumstances the Bargaining Unit member cannot disregard and requiring the attention of the Bargaining Unit member during his/her assigned hours of work.

5. Industrial Accident Leave

Certificated Bargaining Unit members employed in a regular capacity who are absent because of an industrial accident or illness shall, for any one (1) accident, be allowed up to sixty (60) days absence without loss of pay and without loss of current or accumulated sick leave, during the period of allowed absence, with pay for any reason. Sick leave, vacation time, or other available leave shall be reduced only by the amount of the difference between the total salary of the Bargaining Unit member and the wage loss benefit checks endorsed to the District.

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

K. Bereavement Leave

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

1. mother
2. father
3. grandmother
4. grandfather
5. grandchild of the Bargaining Unit member or of the spouse of the Bargaining Unit member
6. husband
7. wife
8. domestic partner
9. son
10. son-in-law
11. daughter
12. daughter-in-law
13. brother or sister of the Bargaining Unit member
14. step-parents
15. step-children
16. any relative living in the household of the Bargaining Unit member
17. spouse's mother
18. spouse's father
19. spouse's grandmother
20. spouse's grandfather
21. ex-spouse when minor children are involved

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

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

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

L. Quarantine Leave

Any regular Bargaining Unit member may be paid full salary for not to exceed ten (10) school days during any school year when the only reason for absence is caused by unavoidable quarantine, or when the absence is at the direction of the authorities of the school district because the Bargaining Unit member has been in contact with a contagious disease. Persons requesting pay because of quarantine shall file in the Human Resources Office an exclusion and re-admission card issued by the County Health Office.

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

M. Absence Because of Subpoena

1. A Bargaining Unit member may be paid in any school year for time not to exceed two (2) days absence caused by appearance in court in response to any subpoena duly served. The pay for subpoena leave shall be the regular rate of pay for the Bargaining Unit member minus any payment received from the court. A Bargaining Unit member requesting pay for subpoena leave shall file a copy of the subpoena in the Human Resources Office; and if a case covers more than one (1) day, a Certificate of the Clerk of the Court shall be filed that the presence of the person at court for the second (2nd) day is required. After the two (2) day limit, Leave Policy, Section J4, a(1), Personal Necessity Using Sick Leave, shall apply.
2. A Bargaining Unit member will be paid in any school year for absences caused by appearance in court in response to a subpoena duly served when said Bargaining Unit member and/or school district are parties to civil litigation resulting from school district business. The pay for this leave shall be the regular per diem rate. A Bargaining Unit member requesting pay for subpoena leave shall file a copy of said subpoena in the Human Resources Office as verification.

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

1. Every regular certificated Bargaining Unit member shall be entitled to full pay and contracted health and

welfare benefits during the number of days schools may be closed during their contractual year, because of an epidemic, natural or man-made disaster, or earthquake.

2. If there is not a reduction in revenue/funds to the District as a result of schools closing as described above, Bargaining Unit members will not be required to serve the District for the number of closure days in order to receive full pay and contracted health and welfare benefits.
3. A disaster under this provision shall refer to adverse happenings occurring often suddenly and unexpectedly. A disaster may be caused by human carelessness, negligence, bad judgment, or by natural forces.

O. Attendance at Funerals

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

P. Military Leave of Absence - Without Pay

It shall be the policy of the Board of Education to grant a leave of absence to all Bargaining Unit members for the duration of military service, subject only to presentation of satisfactory evidence of physical and mental fitness to service the District on return from military service. Such absence shall not affect in any way the classification of the Bargaining Unit member. In the case of a probationary Bargaining Unit member, the period of such absence shall not count as a part of the service required as condition precedent to the classifying of such Bargaining Unit member as a permanent Bargaining Unit member of the District, but such absence shall not be construed as a break in the continuity of the service of such Bargaining Unit member for any purpose.

Within ninety (90) days after the honorable discharge of such Bargaining Unit member from the armed forces of the United States of America, he/she shall be entitled to return to the position held by him/her at the time of his entrance into such military service at the salary to which he/she would have been entitled had he/she continued in the service of the School District.

The Board of Education will make District payments to the retirement system for those Bargaining Unit members who make their contributions to the system either during or immediately following the period of military service.

Q. Military Leave of Absence - With Pay

In accordance with legislation which became effective on July 16, 1951, and amended Section 395 of the Military and Veterans Code, the Board of Education authorized the payment of compensation to all Bargaining Unit members for the first thirty (30) calendar days of military service providing they have served the District for at least one (1) year. Military service may not be counted as District service in order to meet the required one (1) year of public service if leave is other than temporary. Leaves other than temporary shall apply to the regular Army and Navy, as well as Reserves.

R. Temporary Military Leave

Temporary military leave is defined as a leave of absence not exceeding one hundred eighty (180) calendar days, including travel time, for purposes of military training, drills, encampment, naval cruises, special exercises and like activities, as a member of the Reserve Corps or Forces. Prior military service may be counted as a part of the one (1) year of service with the school district when application is made for temporary military leave.

In all cases, the pay shall not exceed thirty (30) days in any one (1) fiscal year.

In conformity with this policy, retroactive payments shall be made to the enactment of this law in 1949.

S. Armed Service Medical Examinations

Effective September 11, 1950, a Bargaining Unit member may be paid for not more than two (2) days for absence caused by written notice from the Federal government ordering him/her to report at a given time and place for physical examination. A Bargaining Unit member requesting an armed service physical examination leave shall file with the Human Resources Office a written statement of cause indicating location, date and time of the examination and the issuing authority.

T. Extension of Military Leave

It shall be the policy of the Board of Education to grant leave of absence without pay to Bargaining Unit members

returning from military leave of absence for the following purposes:

1. Continuation of university work under the G.I. Bill of Rights.
2. Resumption of assignment at the beginning of a school year.

U. Exchange Leave of Absence

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

V. Extension of Vacation Period

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

W. Other Leaves Without Pay

Upon recommendation of the Superintendent and approval of the governing Board, leaves without compensation may be granted for purposes of care for a member of the immediate family who is ill or long-term illness of the Bargaining Unit member, voluntary government service, service in an elected public office, extended child rearing, to teach in a foreign country, or other unpaid leaves authorized and approved by the Superintendent or his designee. The application for granting of such leaves of absence shall be in writing on a District-required form. In addition, a Bargaining Unit member on such leave shall notify the District Human Resources Office by May 1 of the school year as to an intent to return to employment in the District. Failure to so notify will be considered an official resignation by the Bargaining Unit member.

X. Work Experience Leave

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

Y. Catastrophic Leave Bank (CLB)

The CLB is available to all certificated employees of the District.

1. Definitions:

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

2. Difference Pay Credit

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

3. Donations to the CLB

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

- a. Participation in the CLB is voluntary.
 - (1) Any Bargaining Unit member on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) day.
 - (2) Any Bargaining Unit member may elect automatic annual deduction, if eligible.
 - (3) Bargaining Unit members who elect not to join the CLB upon first becoming eligible have a waiting period of sixty (60) days after joining the CLB (making a deposit) before becoming eligible to withdraw from the CLB.
- b. Donors may deposit up to a maximum of three (3) days to the CLB in any fiscal year. A donor may contribute days to the CLB providing the donor's own number of sick leave days does not fall below ten (10) days at the time the donation form was signed.
- c. Deposits of sick leave into the CLB are irrevocable and such deposits shall be coordinated by the Catastrophic Leave Bank Committee (CLBC).
 - (1) Donations may be made by Bargaining Unit members from July 1 through November 15. Donations made after November will not entitle donor to eligibility for that year.
 - (2) The CLBC may request deposits of sick leave into the CLB at other times during the year should the total number of sick days in the CLB fall below 60 days.
 - (3) A deposit to the CLB shall be a general donation and shall not be donated to a specific individual for his/her exclusive use.

4. Catastrophic Leave Bank Committee (CLBC)

- a. The Chairperson shall convene the CLBC to consider the request of the Bargaining Unit member(s) as soon as possible.
- b. The CLBC shall consist of no more than four (4) member(s) as appointed by the Association and one (1) member who represents certificated employees of the District who are not Bargaining Unit members.
- c. The CLBC shall have the responsibility for approving or denying the request in total or any portion thereof, and communicating its decision, in writing, to the requesters and the Business Office within ten (10) days of the Committee's receipt of the request.
- d. The CLBC, in reviewing requests, shall consider the number of days requested, the number of individuals requesting withdrawals, and the status of the credits in the CLB.
- e. All records and information obtained by the CLBC that related to an individual Bargaining Unit member's health, finance, family, or employment status shall be confidential and may not be discussed or divulged by a CLBC member outside of formal meetings.
- f. All decisions of the CLBC are final and shall not be subject to appeal, or subject to the grievance provisions of the agreement.
- g. The CLBC shall have the responsibility of maintaining the recordings of the CLB, receiving withdrawal requests, verifying the validity of requests, approving or denying requests, and communicating its decisions, in writing, to the Bargaining Unit members who are participants, to the Association, and to the District.
- h. The CLBC's authority shall be limited to administration of the CLB. The CLBC shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- i. By January five of each school year, the District shall notify the CLBC of the following:
 - (1) The total number of accumulated days in the CLB following the November CLB enrollment period.
 - (2) The number of days contributed by Bargaining Unit members for the current year,
 - (3) The names of participating Bargaining Unit members,
 - (4) The total number of days available in the CLB.
- j. The District shall provide interim reports within thirty (30) days of the request of the Association.

5. Withdrawals from the CLB

- a. The use of the CLB shall only be available to those Bargaining Unit members who have made the minimum annual deposit during the current contract year.
- b. The withdrawal request must be in writing to the chairperson of the CLBC, with a copy to the Business Office, and include the following details:
 - (1) Written verification of the catastrophic illness or injury with medical verification as required by the District;
 - (2) The specific number of days being requested.
- c. Catastrophic sick leave shall begin upon the exhaustion of the statutory period of extended sick

leave benefits. Upon approval of the CLBC, the Bargaining Unit member shall receive salary payment, subject to the limitations contained within this Article.

- d. Any days approved by the CLBC that are unused by the Bargaining Unit member shall be returned to the CLB upon the Bargaining Unit member's return to work after the illness.
- e. Days shall be donated and withdrawn from the CLB without regard to the daily rate of pay of any participant.
- f. The Business Office shall verify that the individual requesting the withdrawal has exhausted the statutory period of extended sick leave benefits.
- g. Withdrawals from the CLB may be granted by the CLBC in units of no more than twenty (20) days.
 - (1) Participants may request extensions of additional grants.
 - (2) The maximum withdrawal of leave credits for any individual in a given fiscal year shall not exceed sixty (60) days.
- h. The requester's situation shall be held confidential by the CLBC and the District. In no event will more than two hundred twenty (220) days be withdrawn from the CLB during any school year.
- i. Catastrophic leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following year after extended sick leave has been exhausted in said year, but in no event longer than three (3) consecutive calendar months following the start of the leave.
- j. If a Bargaining Unit member is asserting any claim for any statutory or contractual entitlement or benefit, including, but not limited to, disability, family leave, social security, worker's compensation, the claimant may be entitled to apply for CLB days provided the claimant agrees upon receipt of such entitlement or benefits, to reimburse the District for funds advanced under the CLB to the extent of such statutory or contractual entitlements or benefits received. Any Bargaining Unit member with a statutory or contractual entitlement or benefit claim will be required to sign a form developed by the Human Resources Office encompassing the terms mentioned herein.
- k. When the CLBC may reasonably presume that the applicant for a draw may be eligible for a disability award or a retirement under STRS or, if applicable, Social Security, the CLBC may request that the Bargaining Unit member apply for disability or retirement.
 - (1) Failure of the Bargaining Unit member to submit a complete application, including medical information provided by the Bargaining Unit member's physician, within twenty (20) days of the request shall disqualify the Bargaining Unit member for further CLB leave days.
 - (2) Any request for additional medical information for STRS or Social Security shall be answered within ten (10) days or the Bargaining Unit member's entitlement to CLB leave days will cease.
- l. Participation in the CLB is completely voluntary on the part of both donors and applicants. In order to participate in the CLB, the Bargaining Unit member must waive any and all claims against the District and/or Association arising from the administration of the CLB by signing a waiver and release which reads as follows:

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

Z. Jury Duty

Bargaining Unit members who provide written confirmation of three (3) attempts to reschedule jury duty to a break period, will receive one (1) day of paid jury duty upon presentation of confirmation of jury service.

XVII. SAFETY, SECURITY AND GENERAL WORKING CONDITIONS

Employee Occupational Safety, Security and Health Policy

A. INTENT

- 1. The personal safety, security and health of each Bargaining Unit member is a primary concern of the Board and Administration and is of the highest priority.
- 2. To the greatest degree possible, management will provide and maintain safe working conditions and equipment at all times, and conduct continuous employee education and training in development of safe attitudes and practices. Management will comply with standards prescribed by applicable state and local laws and regulations affecting employee safety, security and health. Safety must always be a part of and equal to any educational function or work performed.

3. The objective is a safety, security and health program that will reduce the number of disabling injuries and illnesses to a minimum; not merely in keeping with, but surpassing, the best experience of other school districts similar to ours. The goal is zero accidents and injuries.
4. A safety, security and health program conforming with the best practices of the California Occupational Safety and Health Act of 1973 will be maintained. To be successful, such a program must embody the proper attitudes toward injury and illness prevention on the part of the Board, administrators, supervisors and Bargaining Unit members. It also requires cooperation in all safety, security and health matters, not only between supervisor and Bargaining Unit member, but also among each Bargaining Unit member and his/her fellow workers. Only through such cooperative effort can a safety record in the best interest of all be established and preserved.

B. Site Safety Committee

1. A Site Safety Committee shall continue to function in accordance with the District Injury and Illness Prevention Program (April, 1992) unless in conflict with the provision of this article. In the case of a conflict, the terms of this article shall apply.
 - a. The role of the Site Safety Committee is to oversee, monitor and evaluate all safety, security, and health conditions at the site.
 - b. It shall be the principal's responsibility to convene a Site Safety Committee no later than September 30 of each school year. The Committee shall be comprised of the faculty chairperson or designee. The composition of the Site Safety Committee will be in accordance with Education Code Section 32281.
 - (1) The principal or principal's designee
 - (2) One (1) parent who attends the school
 - (3) One (1) classified employee who is representative of the recognized classified employee organization
 - (4) Other members, if desired by the Committee
 - c. The members of the Site Safety Committee shall elect their chairperson or co-chairpersons.
 - d. Each school site shall be reviewed annually to identify those areas that the Committee believes need to be corrected for the safety of Bargaining Unit members and their property, i.e., appropriate lighting, staff parking and building safety. The Site Safety Committee shall consider all points of view and shall solicit the advice and counsel of parent organizations, employee groups and other interested parties, including the existing School Site Council. The Site Safety Committee may solicit the advice and expertise of outside agencies responsible for the safety, security and health of the community. All Site Safety Committee meetings are open meetings.
 - e. An action plan regarding the individual site shall be made available to the site staff at the completion of the above review.
 - f. A standard action plan template shall be made available and shall be distributed to all sites within twenty (20) days of Association approval. Each Site Safety Committee shall annually submit its report to the District Comprehensive School Safety Committee by November 1.
 - (1) Upon submission of this report the District Comprehensive School Safety Committee shall review the report no later than February 1. Any member of a Site Safety Committee may request an inspection of the site by the Comprehensive School Safety Committee. The inspection shall be conducted no later than March 1.
 - (2) The District Comprehensive School Safety Committee shall give written feedback on the action plan to the Site Safety Committee no later than March 15.
 - g. The District Comprehensive Safety Committee shall submit each action plan to the Board of Education no later than March 30.
 - h. The District Site Safety Committee shall be comprised of the following members
 - (1) One (1) representative selected by the Association
 - (2) One (1) school police officer
 - (3) One (1) representative of the Pupil Community Services Division
 - (4) One (1) representative of the Risk Management Department
 - (5) One (1) representative of the Maintenance and Operations Department
2. **The safety, security and health program shall include:**
 - a. Conducting a program of safety, security and health inspections to find and eliminate unsafe working conditions or practices; to control safety, security and health hazards, and to comply fully with the safety, security and health standards for every job.

- b. Training all Bargaining Unit members in good safety, security and health practices.
 - c. Providing necessary personal protective equipment and instructions for its use and care; providing mechanical and physical safeguards to the maximum extent that is possible.
 - d. Developing and enforcing safety, security and health rules, requiring that Bargaining Unit members cooperate with and obey these rules as a condition of employment.
 - e. Investigating, promptly and thoroughly, every accident to find out what caused it and to correct the problem so that it will not happen again.
 - f. Setting up a system of recognition and awards for outstanding safety, service or performance.
 - g. All work orders and repairs dealing with health, safety and security conditions shall receive immediate priority.
3. The responsibilities for safety, security and health are shared by the District Safety, Security and Health Committee, the Site Safety Committee and all employees of the District.
- a. Site administrators shall give consideration to the Site Safety Committee's report in making necessary arrangements for the safety, security and health of staff and students when extended day activities are held and these hazards exist. The District shall comply with these arrangements. The site administration shall notify the staff in writing of the necessary arrangements that will be taken to provide safety and security prior to such events.
 - b. The employer is responsible, and accepts the responsibility, for leadership of the safety, security and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe, secure and healthy conditions. The safety, security and health program is an integral part of the management system and accident prevention is a primary responsibility of management. The District Safety, Security and Health Committee, with the assistance of the Director of Risk Management shall recommend safety policies, accident prevention awareness methods and shall evaluate the effectiveness of occupational safety, security and health programs. The Association may choose two Association members to serve on the District Safety, Security and Health Committee, chaired by the Director of Risk Management. Site administrators are responsible for the establishment of safety, security and health committees and for implementing the safety, security and health program in their schools. They are responsible for promptly reporting injuries, obtaining required medical treatment, investigating accident causes, correcting hazardous conditions and assisting with Bargaining Unit member rehabilitation.
 - c. Bargaining Unit members are responsible for complying with all rules and regulations and for continuously practicing safety while performing their duties. Each Bargaining Unit member has the additional responsibility of reporting hazardous conditions to his/her site administrator or to the District Safety, Security and Health Committee. The District will develop a form to report hazardous conditions. This form will be submitted to the District Safety, Security and Health Committee and a copy will be submitted to the Association. The District has the responsibility of timely action in response to these reports. With complete Board, administrative and Bargaining Unit member support of accident prevention efforts, no Bargaining Unit member of the School District need become an accident victim.

C. Illnesses and Injuries

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

D. Working Conditions

- 1. Procedures shall be established for emergency environmental days to be defined as those days in which

the temperature within classrooms reaches a point, in the final judgment of the Superintendent or his designee, that is detrimental to the learning process. The site administrator will be notified so appropriate measures may be taken.

2. The District will continue to place air conditioning for classrooms as a priority budget item. A yearly review of the present status of air conditioning in the District, including a plan for implementation, shall be presented to the Board with a copy sent to the Association. If necessary, the Board may alter the plan at any time.
3. Each year, the District shall perform those asbestos tests which are required by state and federal law.
4. All heaters and heating systems shall continue to be inspected on a yearly basis. The District will correct any systems found to be faulty. A yearly report indicating inspection dates, results and corrections will be on file at each school site by the beginning of each school year.
5. Adequate nursing facilities and supplies will be made available for school nurses to carry out their assignments.
6. Workrooms for Bargaining Unit members, that do not double as lounges, shall be provided at all new construction sites.
7. The cleanliness of each facility shall remain a high priority with the District.
8. Staff restrooms shall be maintained and adequately supplied on a daily basis.

E. Security

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

F. Vandalism and Theft

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

Vehicle losses are subject to reimbursement only if the vehicle is parked in the Bargaining Unit

member parking lot or other designated area and there is probable cause to believe that the loss occurred through acts of a student of the District. In no case shall the reimbursement exceed five hundred (\$500) for vehicles. The claim shall be accompanied by one written estimate of the value of the loss except if the claim is for more than two hundred fifty dollars (\$250.00) and the estimate is not from a vendor authorized by the Bargaining Unit member's insurance company for the repair. In such case two written estimates of the value of the loss shall be submitted. All estimates shall be submitted prior to payment of the claim. A police report shall be filed prior to filing the claim. Payment will be made upon presentation of a paid repair receipt.

b. Personal Equipment

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

c. Personal Property

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

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

e. Definitions:

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

G. Earthquake and Fire

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

H. Emergency Phone Information

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

XVIII. EVALUATION PROCEDURES

The evaluation procedures were negotiated in the Agreement and are added as Appendix "B"

XIX. NEGOTIATING PROCEDURES

- A.** The Board and the Association agree that the long term goals in the form of proposed policies of the Board and the Association constitute the philosophical base by which negotiating procedures operate.
- B.** In the year in which the contract expires, the Board and the Association shall comply with Government Code 3547 so that negotiations may begin by the Monday six (6) weeks prior to traditional school graduation. Should the parties mutually agree the existing contract shall continue in effect following the window period required by law.
- C.** It shall be the responsibility of both the Board and the Association to direct their negotiating representatives to reach tentative agreement. The representatives shall also develop a tentative timetable for the other goals in subsequent agreements. Where goals of the parties appear to be in conflict or unresolved, their representative must make recommendations to bring them to resolution.
- D.** Beginning the Monday six (6) weeks prior to traditional school graduation of the calendar year in which this Agreement expires, the Board and the Association shall meet and negotiate in good faith over a successor Agreement in accordance with the procedures set forth herein in an effort to reach agreement. The agreement reached between the parties shall be reduced to writing and signed by them.
- E.** During negotiations the Board and the Association will present available relevant data, exchange points of view and make proposals and counter proposals. Either party may utilize the services of outside consultants as are directly related to the negotiation process. Said consultants shall be compensated by the respective parties seeking such services.
- F.** The representatives appointed by each party shall have power to negotiate for that party and to make tentative agreements. However, final agreement shall be contingent upon ratification by the Board and the Association.
- G.** Negotiating sessions shall be held on dates mutually agreed upon. During the period between the beginning of negotiations through traditional school graduation all days will be reserved by both teams for negotiations (exceptions shall be as follows: other negotiation commitments, negotiation preparation and other professional duties). Initially, all sessions will begin at 10:00 a.m. and end at a mutually agreed time, and location. Sessions may include caucuses. Five (5) representatives of the Association which may include the President of the Association, shall have the right to receive released time without loss of compensation during the negotiation period which ends on traditional school graduation. Subsequent release days would be addressed when additional negotiation dates and times are mutually determined. If negotiations are not concluded by the Monday prior to traditional school graduation, the president of the Association and the Superintendent of the District shall meet and schedule no less than fifteen (15) days for the purpose of negotiations prior to the beginning of traditional school.
- H.** Members of the bargaining team shall be compensated at their per diem rate for scheduled negotiating dates during any day the bargaining team member is not required to be in attendance for his/her regular assignment.
- I.** The District and the Association will mutually agree on a time during the Board Day for the Association to hold a ratification meeting. The meeting will not infringe upon the instructional day and may occur during but not be limited to a pupil free day and/or a pupil minimum day.
- J.** Should the District and the Association agree that a specific section of an article in the existing contract is in need of adjustment the Board President or designated representative and the Association President or designated representative will determine the procedure to address this problem and resolve the issue.

XX. RIGHTS AND RESPONSIBILITIES

- A.** Without prior approval by the Board, the Association shall have the right to post Association approved notices of activities and matters of Association concern on Bargaining Unit member Relations bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by Bargaining Unit members. The Association may also make reasonable use of the District mail service and unit members mailboxes for Association approved communications to unit members.

- B.** Authorized representatives of the Association shall be permitted to transact official Association business on school property at such times as students are not under the supervision of the Bargaining Unit member being contacted. Contacting staff members, not covered by this Agreement, shall be at a time mutually agreed to. Authorized representatives shall notify the main office at the site of their presence prior to conducting Association business.
- C.** Names and job locations of all District employees represented by the Association shall be provided by the District to the Association no later than October 1 and again no later than January 1 of each school year.
- D.** Upon appropriate written authorization from the Bargaining Unit member, the District shall deduct from the salary of any Bargaining Unit member and make appropriate remittance for Association sponsored programs, annuities, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the District.
- E.** The District agrees that up to one (1) Bargaining Unit member designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- F.** At the beginning of every school year, the Association shall be credited with thirty (30) substitute teacher days to be used by Bargaining Unit members represented by the Association, such use to be at the discretion of the Association.

The Association agrees to notify the District no less than forty-eight (48) hours of the date for intended use of said leave. Up to five (5) days may be carried over to the next year of the existing contract.

A Bargaining Unit member who serves in an elected office for California Teachers Association or National Education Association and attends meetings during the Board Day shall be released at substitute pay. The cost shall be borne by the organization for which the Bargaining Unit member serves. The Bargaining Unit member shall have no loss of benefits or accrued status with the District. MTA shall be debited under its thirty (30) days under this section for any substitute days the District is not reimbursed by CTA or NEA.

- G.** MTA representatives, elected by each site, may request to meet with the site administrator on a regular basis.
- H.** Beginning with the 2000-2001 school year, the Association President may be released one hundred (100%) of his/her assignment with all substitute cost of such releasing being borne by the District. There shall be no loss of benefits or accrued status with the District. Upon completion of his/her service as MTA President, he/she shall return to his/her school site unless he/she and the District's designee mutually agree upon another school site.
- I.** The President of the Association shall be allowed to leave the school site at the conclusion of the student day to conduct Association business. A separate, non-ringing telephone with answering machine shall be installed in a private area, separated from staff access, to be mutually agreed upon between the site administrator and the Association President. This shall be done at Association expense. Assurances will be made that the instructional program will not be interrupted.
- J.** School site administrators are encouraged to schedule in-service activities on work days other than Tuesdays. Building Representatives and Executive Committee members shall be allowed to leave the school site at the conclusion of the student day in order to attend regularly scheduled Association meetings.
- K.** MTA Official Representatives or Faculty Club officers may call Faculty Club meetings and use available school facilities for their meetings outside the hours of the Professional Day and/or at those times Bargaining Unit members are not obligated to duties under Hours & Assignments, Sections D, F, and G.
- L.** The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the Bargaining Unit members.
- M.** The Association may move to enforce the following areas of this contract:
 1. Rights specifically granted in this contract to the Association.
 2. Rights enumerated in the following sections, to wit: Preamble; Recognition; Definitions; Negotiation Procedures; Rights and Responsibilities; Captions, Pronouns; Statutory Changes, Separability and

Savings; Effect of Agreement; Support of Agreement; Notices; Signatures.

- N.** Either party may notify the other that a dispute exists involving the interpretation, application, or violation of this Agreement. Within ten (10) days of such written notification, the Superintendent or his/her designee will meet with the President of the Association or his/her designee to attempt to resolve the dispute. In the event the dispute is not resolved, either party may, within thirty (30) days of the meeting between the Superintendent or his/her designee and the President of the Association or his/her designee, submit the dispute to final and binding arbitration pursuant to the provisions of Grievance Procedures Section C, 5 through 9, inclusive.
- O.** It is understood and agreed that the Board retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the classification of positions; maintain the efficiency of the school district operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate and discipline employees and to take action on any matter in the event of an emergency.
- P.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- Q.** The Board retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency is defined as an act of God, natural disaster or other calamity affecting the school district.
- R.** The Association may select a Bargaining Unit member to serve on any District level committee where a teacher representative is required by statute.
- S.** When the Association exercises its right to consult under Government Code 3543.2, within ten (10) days the District and the Association shall meet to exchange information and suggestions freely on the matter(s) subject to consultation.

Prior to July 1, 1989, the District and Association agree to enter into a Memorandum of Understanding implementing E.C. 52019 and E.C. 44670.1 through 44670.6 when funding makes them operative.

XXI. EMPLOYEE DISCIPLINE

- A.** The provisions of this Article shall govern all suspensions and suspension procedures for Bargaining Unit members except for those infractions specified by law that require suspensions for specific acts.
- B.** Bargaining Unit members shall have the right to be represented by the Association on any matter related to this Article in their relationship with any management or supervisory personnel of the District. The Association shall only have the right to initiate a grievance under this article for the failure of the District to follow the procedures outlined in this Article.
- C.** Most situations involving employee discipline arise from misunderstandings or a lack of communication regarding contractual duties which should be settled promptly and satisfactorily on an informal level. Bargaining Unit members shall not be disciplined without just cause or disciplined for situations that are beyond the control of the Bargaining Unit member or of an emergency nature. All disciplinary action of the District shall be corrective and progressive. The District shall continue to enforce the provisions of this Article in an equitable manner.

Prior to the initiation of any step under paragraphs D and E below, the affected Bargaining Unit member shall be informed of the nature of the infraction(s) and informed of the member's right to have a representative present.

- D.** Disciplinary action shall be employed within fifteen (15) days of the time the supervisor knew, or reasonably should have known, of the incident and administered in accordance with the following:
 - Step 1.** A scheduled oral conference shall be conducted with the Bargaining Unit member to discuss the action

or inaction [“infraction(s)”] of the Bargaining Unit member.

- Step 2.** Upon the occurrence of the next similar infraction(s) within a twelve (12) month period from the preceding similar infraction(s) at the same site, a second conference with the Bargaining Unit member shall be conducted. After the Bargaining Unit member is given an opportunity at this conference to respond orally to the infraction alleged, a written warning to the Bargaining Unit member may be issued. Any such written warning shall be based upon verified data. The Association shall be sent a copy of the written warning with the consent of the Bargaining Unit member. The written warning will not be placed in the member’s personnel file, and such member will have a right to attach a response to the written warning.
- Step 3.** Upon the occurrence of the next similar infraction(s) within twelve (12) months of the preceding similar infraction(s) at the same site, a written reprimand may be issued to the Bargaining Unit member. Any such reprimand shall be based upon verified data. A copy of the reprimand shall be given to the Association and placed in the Bargaining Unit member’s personnel file.
- Step 4.** Suspension of a Bargaining Unit member may only be ordered upon the occurrence of the next similar infraction(s) committed at the same site within twelve (12) months of the written warning. Any such suspensions shall be based upon verified data. A copy of all suspension orders shall be given to the Association and placed in the Bargaining Unit member’s personnel file. Subsequent similar infraction(s) within twelve (12) months of the previous similar infraction(s) shall be subject to additional suspensions.

- E.** Subject to the provisions of this paragraph, it is intended that the progressive steps outlined above be utilized in employee discipline. However, in the event that the nature or severity of the infraction is such that the skipping of one or more steps as outlined in Section D is deemed necessary by the administrator, the administrator shall draft a memorandum specifying the nature of the infraction, the intended discipline and the Bargaining Unit member’s right to initiate a grievance at Level 2 under Article XI, Grievance Procedures, of this contract within five (5) days of notice of the intended discipline. This memorandum will be shared at a conference with the Bargaining Unit member. The Bargaining Unit member will acknowledge receipt of the memorandum in writing. This memorandum will be forwarded immediately to the MTA and Certificated Human Resources Offices. The imposition of any discipline pursuant to this provision shall be stayed pending adjudication of the appeal. Should the grievance proceed to Level 3, the arbitrator shall determine whether the nature or severity of the infraction justifies accelerating the process outlined in Section D above. The reimbursable costs of the arbitrator shall be borne by the District. The remainder of the fees shall be paid in accordance with Article XI, Section C8, Grievance Procedures.
- F.** Suspensions may be without pay, but shall not reduce or deprive the Bargaining Unit member of seniority or other rights or any fringe benefits. No initial suspension shall exceed five (5) working days in duration and no suspension period shall be carried over from one (1) school year to the next. A second suspension shall not exceed ten (10) days.
- G.** No Bargaining Unit member shall receive more than one (1) penalty for any single action or infraction in this Article.
- H.** No Bargaining Unit member shall receive any other form of discipline or penalty, which is not listed in sections above, without his/her prior consent and the concurrence of the Association.
- I.** Whenever a Bargaining Unit member is given notice of any disciplinary action, he/she shall be given concurrent notice of his/her right to appeal the decision by a hearing before the Board for final determination prior to implementation of any disciplinary action. The Bargaining Unit member must request to appeal the decision before the Board on or before the first regularly scheduled Board meeting or ten days from the time of the incident, whichever comes later. Failure to appeal to the Board within this timeline forfeits the Bargaining Unit member’s right to appeal to the Board.
- J.** If, after having been disciplined, a Bargaining Unit member serves the District for twelve (12) months without the need for further disciplinary action, he/she and the Association may request a follow-up notice to that effect which shall also be attached to any original notice of suspension that has been placed in his/her personnel file.
- K.** All information and proceedings regarding any of the above actions or proposed actions shall be kept confidential by management, the Bargaining Unit member and the Association.
- L.** Parental Employee Complaint

Any time a written complaint is issued by the parents through the district office regarding a Bargaining Unit member, the following procedure shall ensue:

1. The Bargaining Unit member will receive the complaint in writing.
2. The Bargaining Unit member will have the opportunity to prepare a written response within five (5) days. The Bargaining Unit member may request an extension of an additional five (5) days in order to prepare this written response.

XXII. CHILD ABUSE PROCEDURES

- A. The District shall continue to provide inservice training according to the law and Board adopted guidelines.
- B. No later than the first week of school, the District shall provide each teacher with a copy of the child abuse reporting requirements.
- C. When a teacher notifies his/her immediate supervisor of an actual or potential case of child abuse, the supervisor shall provide assistance to that teacher in his/her fulfillment of legal responsibilities. There shall be no discussion or persuasion for a particular course of action other than informing the teacher of their duty. Such assistance shall include, but not be limited to, providing copies of the official report forms, agency addresses or telephone numbers, a quiet and private place to complete the forms, assistance in completion of the forms, and release time for the completion of the forms.
- D. The District shall respect and maintain the confidentiality of all information on child abuse when the teacher reports to the proper authorities. The District or its representative shall keep the reporting Bargaining Unit member informed of any appropriate information which is in the best educational interest of the child.
- E. The District shall provide assistance to protect Bargaining Unit members from attempted harassment or intimidation as a result of their having completed and submitted the necessary forms on child abuse.
- F. Should a Bargaining Unit member be reported, investigated, or legally charged with child abuse, the District shall notify the employee of such action unless prohibited by law. The District shall afford the Bargaining Unit member all legal procedures provided by law. The District shall respect and maintain the confidentiality of all information in such cases.
 1. No reference or documentation regarding charges under this Article shall be in the employee's personnel file until final determination has been made by a court of law.
 2. Should the employee be found not guilty or the charges dropped or not pursued, no references or documentation shall be placed in the employee's personnel file.
 3. Should the employee be found not guilty or the charges are dropped and the determination is made that the employee was conducting himself/herself within the scope of his/her employment with the District, the District shall conduct itself as if the incident never occurred.

XXIII. PEER ASSISTANCE AND REVIEW (PAR)

- A. **Definitions of Terms**
 1. A Participating Teacher (PT) is a Referred Participating Classroom teacher (RPT) or a Voluntary Participating Classroom teacher (VPT) 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.
 2. A Referred Participating Teacher (RPT) is a classroom teacher with permanent status referred into the PAR program through the evaluation process due to an indicated need of assistance.
 3. A Voluntary Participating Teacher (VPT) is a classroom teacher with permanent status who decides to participate in the PAR program through the process of self-referral.
 4. A Consulting Teacher (CT) is a classroom teacher who has taught in a classroom setting for the past three (3) consecutive years and has had a minimum of five (5) years of classroom teaching in MUSD. All Beginning Teacher Support and Assessment (BTSA) Program Support Specialists shall be eligible to be CTs beginning in 2000-2001.
 5. The Joint Panel (JP) is composed of District and Association members who shall be responsible for selection, training, and assignment of CTs.
 6. A Beginning Teacher (BT) is a first or second year classroom teacher or other classroom teacher eligible to participate in the BTSA program. The BT program is designed to meet the unique needs of the Pre-

Intern, Intern, BTSA, and other BTs.

B. Legislative Intent

It is the intent of the Legislature to establish a classroom teacher peer assistance and review system as a critical feedback mechanism that allows exemplary classroom teachers to assist veteran classroom teachers in need of development in subject matter knowledge, or teaching strategies, or both. It is further the intent of the Legislature that a school district that operates a program pursuant to Article 4.5 (commencing with Section 44500) of Chapter 3 of Part 25 of the Education Code coordinate its employment policies and procedures for that program with its activities for professional staff development, the Beginning Classroom teacher Support and Assessment Program, and the biennial evaluations of certificated employees required pursuant to Section 44664.

C. Joint Panel (JP)

1. The JP shall consist of five (5) members, three (3) of whom shall be certificated classroom teachers who are selected by the Association, and two (2) of whom shall be selected by the District. The District and the Association shall each select one (1) Ex-Officio non-voting member and one (1) alternate. The term of the panel members shall be three (3) years in duration. In the initial year, in order to preserve consistency and continuity, one (1) of the District members and two (2) of the Association members shall serve a five (5) year term, and the remaining members shall serve three (3) year terms. The terms of the alternates shall be three (3) years.
2. The JP shall establish its own meeting schedule. All members including the alternates are expected to attend all scheduled meetings. PAR funds shall be used if substitutes are required in order to release panel members and alternates.
3. During odd number years, the District shall chair the JP and in the even number years, the Association shall chair the JP.
4. The JP shall be responsible for the following:
 - a. Selecting CTs;
 - b. Reviewing peer review reports prepared by CTs;
 - c. Making recommendations to the Board regarding participants in the program, including forwarding to the Board the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement;
 - d. Establishing and distributing annually its own rules and procedures and the process for making recommendations to the Board;
 - e. Providing for appropriate training for CTs. Topics may include the PAR program, peer coaching, due process, adult learning theory, and duty of fair representation;
 - f. Assigning CTs to PTs;
 - g. Establishing a procedure for application as a CT;
 - h. Approving forms for the writing of the:
 - (1) final summary report and recommendation from the CT;
 - (2) response from the RPT;
 - (3) final report and recommendation to the Board from the JP;
 - i. Considering CT, RPT, or VPT requests for changes in assignment.
 - j. The JP, with the addition of the District alternate as a voting member, shall function as the Induction Leadership Team.
5. All proceedings and materials related to evaluations, reports, and other personnel matters shall be confidential.
6. Pursuant to Government Code, Section 810, et. seq., the District shall provide members of the JP protection from liability and access to appropriate defenses. The Association retains the right to select its own attorney to represent itself in such actions, and shall bear the cost of such attorney legal costs.

D. CONSULTING CLASSROOM TEACHER (CT)

1. **Job Description:**
 - a. Consulting Teacher is a classroom teacher who provides assistance to a Participating Teacher (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 and requirements:
 - (1) be a fully credentialed classroom teacher;
 - (2) has permanent status;
 - (3) has taught in a classroom setting for the past three (3) consecutive years and has had a

- d. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- 2. An RPT may make requests to the JP concerning the assignment of his/her CT.
- 3. The RPT has the right to be represented throughout these procedures by the Association representative of his/her choice.
- 4. The RPT shall have the right to submit a written response to the final summary report and recommendation within twenty (20) days from receipt of this report, and have the response attached to the final summary report. The RPT shall also have the right to request a meeting with the JP and to be represented at this meeting by the Association representative of his/her choice.

F. Voluntary Participating Classroom Teachers (VPT)

- 1. A VPT is a classroom teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR program for the VPT is for peer assistance only and the CT shall not participate in a performance review of the VPT. The VPT may terminate his/her participation in the PAR program at any time.
- 2. All communications between a CT and a VPT shall be confidential. These communications shall not be shared with others, including the site administrator, the evaluator or the JP, without the written consent of the VPT.

G. PAR Professional Development Program (PAR PDP)

- 1. The goal of the PAR Professional Development Program (PAR PDP) is to raise the level of student performance through professional development.
- 2. The PAR PDP shall be aligned with District and State mandates.
- 3. The JP shall solicit input from administrators and Bargaining Unit members in order to determine annual program priorities.
- 4. The JP shall determine the number of mentors based on program needs and available funds.
- 5. The JP may recommend Bargaining Unit members as inservice providers for the purpose of delivering the PAR PDP.
- 6. The JP shall recommend, by a majority vote, candidates to the District for assignment as mentors for the PAR PDP.
- 7. The PAR PDP mentors shall be selected, supervised, and evaluated by a District designee(s).
- 8. Mentor Job Description;
 - a. Mentors shall implement the PAR PDP. The qualifications for mentor shall be as follows:
 - (1) be a fully credentialed classroom teacher;
 - (2) has permanent status;
 - (3) has taught in a classroom setting for the past three (3) consecutive years and has had a minimum of five (5) years of classroom teaching in MUSD;
 - (4) shall demonstrate exemplary teaching ability, as indicated by, but not limited to, effective communication skills, knowledge of subject matter, and mastery of a range of teaching strategies necessary to meet the needs of pupils in various contexts;
 - (5) upon application, the prospective mentor shall provide a portfolio illustrating recent professional development, pertinent skills and practices.
 - (6) be an eligible CT as determined by the JP.
 - b. The duration of a designated mentor shall not exceed a period of three (3) consecutive years with an annual review by the JP for the purpose of continuing service. However, in the initial year, the JP may designate one-third of the total number of mentors to serve up to five (5) consecutive years.
 - c. In filling a position of mentor, each applicant is required to submit four (4) references:
 - (1) a site administrator or immediate supervisor;
 - (2) an Association representative;
 - (3) a classroom teacher;
 - (4) a parent or a student.
 - d. Classroom observation(s) may be required by members of the JP as part of the application process.
 - e. All applications and references shall be treated with confidentiality.
 - f. Upon completion of his/her service as a mentor, a classroom teacher shall return to his/her school site unless the classroom teacher and the District's designee mutually agree upon another school site.

- g. The mentor and his/her supervisor shall mutually agree upon a custom calendar and Board Day.

H. Par Funding

- 1. The JP shall evaluate the impact of the PAR program annually, including a fiscal report.
- 2. The JP shall evaluate annually the PAR program priorities and their fiscal impact.
- 3. The funding allocations are as follows:
 - a. Five percent (5%) to PAR for the RPT and VPT;
 - b. Five percent (5%) to indirect administrative costs;
 - c. Forty percent (40%) to the PAR PDP; and
 - d. Fifty percent (50%) to the Beginning Teacher (BT) program.
- 4. Specified annual funding allocations may be revised by a super majority of the JP.

I. Beginning Teacher Support and Assessment (BTSA) Program

A qualified candidate for BTSA Support Specialist must be an eligible CT as determined by the JP.

XXIV. HIGHLY QUALIFIED TEACHER ISSUES IN THE ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)

- A.** An ESEA committee focusing on credentialing issues will be formed with District and Association representatives. The committee shall meet a minimum of six (6) times per school year through June 30, 2006.

B. Eligibility for CSET, MSAT, PRAXIS Preparation Reimbursement

A Bargaining Unit member will be eligible for reimbursement for test preparation, not to exceed \$250. This will apply to Bargaining Unit members who:

- 1. are "new to the profession" receiving a credential under a waiver program between July 1, 2002 and June 30, 2004.
- 2. have taken the CSET, MSAT or PRAXIS after July 1, 2002, while employed by Montebello Unified School District.
- 3. have receipt(s) for test preparation courses and/or materials.
- 4. have verification of test passage.

XXV. RELOCATION/REASSIGNMENTS DUE TO REMODELING

A. Definitions:

- 1. Remodeling Reassignment: A change of assignment due to rehabilitation, reconstruction, or any remodeling at the school site.
- 2. Remodeling Relocation: A change of classroom and/or work space due to rehabilitation, reconstruction, or any remodeling at the school site.

- B.** The following considerations shall be provided by the District to teachers affected by reassignment and/or relocation:

- 1. Upon request, the District will pack and move all educational equipment and materials in the classroom and/or workspace from one room to another for each change required by the construction and/or renovation project. These moves will be completed outside the assigned Board day.

- C.** Consideration will be given to time commitment beyond the instructional day to affected Bargaining Unit member one (1) week prior and one (1) week following each reassignment and/or relocation under this Article.

- D.** The District will continue to provide the affected Bargaining Unit member as much advance notice as possible of a reassignment and/or relocation under this provision. Notice will be provided to the affected Bargaining Unit member(s) one (1) week in advance of any such move as a result of reassignment and/or relocation under this provision, unless there are conditions beyond the control of the District.

XXVI. INSTRUCTIONAL APPROACHES TO DATA MANAGEMENT

A. The District Data Management System (DMS) is adopted for instructional purposes including:

- 1. To inform instruction;

2. As a catalyst for discussion;
3. To assess student progress;
4. To evaluate the alignment between curriculum, instruction, and assessment;
5. To provide information for targeted professional development; and,
6. To ensure alignment of resources to support instruction of standards.

B. The District DMS shall not be used for non-instructional purposes that result in;

1. negative employment actions; and,
2. comparison of Bargaining Unit members.

XXVII. CAPTIONS, PRONOUNS

Any titles or captions of articles or paragraphs contained in this Agreement are for convenience only and shall not be deemed part of the text of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require.

XXVIII. STATUTORY CHANGES, SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

Should any contract provisions become inoperable due to circumstances above, State law shall prevail, and either party, may initiate renegotiation of the effected provision.

XXIX. EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by the State of California.

XXX. SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Association will support the terms of this Agreement and will in no way participate in public activities to change the specific terms of this Agreement. This in no way precludes either party from participating in those activities deemed necessary by the parties to plan and prepare for future agreements between the parties. There shall be no strike by Association or lock out by District for the duration of this Agreement.

XXXI. NOTICES

All notices and communications required by this Agreement that have not been otherwise specified shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail, return receipt requested, to the parties at the following addresses, or at such other address for a party as shall be specified by notice given pursuant hereto:

ASSOCIATION:
 Executive Director
 Montebello Teachers Association/CTA/NEA
 918 West Whittier Boulevard
 Montebello, California 90640

BOARD:
 Superintendent of Schools
 Montebello Unified School District
 123 South Montebello Boulevard
 Montebello, California 90640

XXXII. SIGNATURES

FOR THE BOARD OF EDUCATION OF THE
MONTEBELLO UNIFIED SCHOOL DISTRICT:

FOR THE MONTEBELLO TEACHERS
ASSOCIATION:

APPENDIX "A"
SCHOOL CALENDARS

APPENDIX "B"
EVALUATION SYSTEM FOR CERTIFICATED PERSONNEL

APPENDIX "B"

EVALUATION SYSTEM FOR CERTIFICATED PERSONNEL

INTRODUCTION

The purpose of this evaluation system is to satisfy the requirements of Assembly Bill 293. The implementation of this bill was undertaken to develop a uniform evaluation system for all certificated employees. This system focuses on desired student growth within the instructional program.

The major part of this system deals with California Education Code Section 44662. Certificated employee competency, as defined in this system, is the performance of the employee in facilitating student growth, through the utilization of instructional techniques and strategies, the adherence to curricular objectives and the establishment and maintenance of a suitable learning environment.

The following evaluation system applies only to Section 44932 (a.4) of the State Education Code. The evaluation of the remaining provisions of Section 44932 (a.1-12 excluding 4) is the responsibility of the immediate supervisor. This system provides an opportunity for statements relative to Performance Requirements as defined in the "Definition of Terms." Statements in this area can be written at any time during the course of a scheduled evaluation year.

Nothing in this section preempts the legal responsibility of the Board of Education and its authority for the operation of the educational program of the Montebello Unified School District.

STATEMENT OF PHILOSOPHY

- I. An effective educational program requires evaluation. All certificated personnel share in the responsibility for the instructional program and its evaluation.
- II. This uniform evaluation system assesses the competency of all certificated personnel in terms of student growth within the instructional program.
- III. This uniform system of evaluation provides for meeting each of the following responsibilities:

Establishment of standards of expected student progress for selected objectives, and of techniques for measuring that progress. These standards and techniques are to be specified by the employee.

Assessment of certificated personnel competence relative to the achievement of those established standards.

Assessment of certificated personnel performance of duties adjunct to their regular assignment.

Ascertainment that all certificated personnel are maintaining and preserving a suitable learning environment.

- IV. This uniform system of evaluation provides for individuality and freedom as well as accountability by providing for a series of options within the evaluation procedure open to all certificated personnel. The options for each employee will be within the following:

To select methods of determining learner needs.

To set three goals and/or goal indicators and/or objectives based on the Bargaining Unit member's evaluation of program emphases.

To set two (2) goals and/or goal indicators and/or objectives based on broad goals as indicated by the immediate supervisor. If the supervisor chooses not to specify broad goals the Bargaining Unit member will set two (2) goals and/or goal indicators and/or objectives in addition to the three (3) mentioned above.

To select methods of establishing standards of expected student progress.

To select methods for assessing student progress.

To select evaluative assistance when necessary.

To select adjunct duties from those identified by the immediate supervisor.

- V. The administration of this evaluation procedure for each certificated employee is the responsibility of his/her immediate supervisor.
- VI. Established standards of expected student progress can be achieved only when acceptable conditions for learning exist. When constraints to learning change, standards of expected progress must be revised.
- VII. The requirements for a suitable learning environment are met when the standards of expected student progress, as identified by the Bargaining Unit member, are met.
- VIII. All certificated personnel will be responsible to perform their fair share of those adjunct duties which are necessary to the operation of the educational program.
- IX. It shall be the responsibility of the Board of Education to provide each certificated employee with adequate time to prepare the plan. Changes in Required Conditions for Learning which occur subsequent to the acceptance of the plan may require reevaluation of the outcomes of the original plan.
- X. The development and implementation of an inservice training program for immediate supervisors and Bargaining Unit members shall be established by agreement of negotiating teams and the Board of Education.
- XI. The operating procedures of this evaluation system shall be implemented in their entirety, where applicable. The time sequences must be posted in advance in order to insure the validity of the system.

DEFINITION OF TERMS

Adjunct Duties	Non-instructional duties normally performed before or after the regular Board day.
Accountability	To assume a professional responsibility for student progress.
Area of study	A specific branch of learning at various developmental levels, as designated by the state or Board of Education.
Assessment	The act of determining the degree or amount of student progress and/or certificated employee performance as a component of the evaluation process.
Bargaining Unit Member	All contracted certificated employees who are not manager or supervisors.
Certificated employees or personnel	Those employees or personnel of school districts whose positions require credentials or certification qualifications.
Class	The grouping of certificated employees whose role and responsibilities are similar i.e. teacher, counselor, principal, etc.
Competency	The performance of a certificated employee in facilitating student growth.
Conditions for learning	A set of circumstances necessary for expected student progress to occur.
Constraints to learning	Those variables which may limit the effectiveness of the employee and over which he/she has no control.

Curricular	Derived from the Curriculum Scope and Sequence of the Montebello Unified School District.
Evaluation	The total process of making considered judgements concerning the performance of a certificated employee.
Fair share	Responsibility for adjunct duties undertaken equally by certificated employees.
Goal	A general statement of direction or intent written in terms of the learner.
Goal indicator	A statement of direction or intent written in terms of the learner that describes the criteria by which the learner's progress may be identified.
Immediate Supervisor	That person who is directly responsible for the administration of the evaluation process for a certificated employee.
Learner needs	Concepts, attitudes and skills identified by various diagnostic methods which indicate the directions in which the student may progress.
Objective	A specific statement of direction or intent written in terms of the learner that can be measured and verified within a given time and under specifiabale conditions.
Operating procedures	That part of this evaluation system which outlines the steps to follow in carrying out the requirements.
Performance	Non-instructional duties and responsibilities required of all certificated personnel during the Board day and evaluate solely by the immediate supervisor. These duties and responsibilities are listed in the District Board Policies and Administrative Regulations and Staff Handbooks.
Probationary	Bargaining Unit members other than temporary contract teachers who have not attained tenure in this District.
Program Emphasis	An area of study determined by a staff, department, or grade level as requiring special attention to improve student progress.
Standard	A classroom, campus or school district atmosphere that permits learning to take place and insures that persons and property are protected.
Suitable Learning	That which is set up and established within this evaluation system Environment as a basis for the measure of quantity, value of quality.
Support Staff	All those certificated employees of the District whose role is to facilitate the performance of the classroom teacher as it relates to student growth.

OPERATING PROCEDURE

- I. All probationary Bargaining Unit members will be evaluated every year. All permanent Bargaining Unit members, with the exception of Head Start, will be evaluated every other year.
- II. Bargaining Unit members who meet all of the following qualifications shall be evaluated every five years:
 - a. NCLB Highly Qualified
 - b. Ten consecutive years Bargaining Unit experience within the District at the time of the completion of the Stull Evaluation; and,
 - c. Not referred to the PAR Program within the past two years.
- III. **Amendment to Five Year Cycle**
 - a. A site administrator or designee may notice a Bargaining Unit member of possible intent to evaluate the Bargaining Unit member the subsequent year.
 - b. Notice of intent to evaluate must be provided to the Bargaining Unit member by January 31 of any year beginning the year following the prior evaluation.
 - c. The Bargaining Unit member must be notified by May 15 in writing on a form provided by the district of the administrator's intent to evaluate the Bargaining Unit member the following year.

- d. Any Bargaining Unit member may return to the two-year cycle by notifying the site administrator or designee in writing no later than May 15 of the year prior to the evaluation year.

In order to comply with the Head Start Performance Standards, all permanent Head Start teachers will be evaluated annually over a two-year period. Permanent Head Start teachers shall write two or three one-year goals for the first year and two or three one-year goals for the subsequent year, totaling five goals.

If there is a change in the Head Start Performance Standards, and annual evaluations are no longer required, permanent Head Start teachers would be evaluated every other year.

- IV. By the sixth (6th) workday of the school year each Bargaining Unit member will receive from his/her immediate supervisor the following:
 - a. A copy of the amended Stull Act
 - b. A MUSD Evaluation System Handbook
 - c. The Bargaining Unit Member's class description
- V. The period from the beginning of school until the twenty-fifth work day shall be used by each immediate supervisor to notify those Bargaining Unit members who are to be evaluated that year and provide them with Planning Sheets. During that time each affected Bargaining Unit member shall select adjunct duties. The Bargaining Unit member will also assess the learning needs of the students for whom he/she is responsible.
- VI. Prior to the beginning of the formal evaluation process the immediate supervisor may propose three (3) or more broad goals to the Bargaining Unit members being evaluated. From this list the Bargaining Unit member will select two (2) goals as the basis for the design of his/her goals, goal indicators or objectives. Should the immediate supervisor choose not to propose broad goals the Bargaining Unit member will be responsible for the formulation of no less than five (5) goals, goal indicators or objectives.
- VII. If during the process of setting goals, goal indicators objectives there is disagreement between the immediate supervisor and the Bargaining Unit member as to the acceptability of specific goals, goal indicators, and objectives the Problem Resolution Process will be followed:

PROBLEM RESOLUTION PROCESS

- a. The Bargaining Unit member may be asked to resubmit goals which are unacceptable. In this event the immediate supervisor should be prepared to make recommendations that will assist the Bargaining Unit member in rewriting. The re-submission shall take place within three (3) working days.
- b. If the resubmitted goals, goal indicators or objectives are still unacceptable, the Bargaining Unit member may be asked to resubmit them a second time. Further recommendations by the immediate supervisor are in order at this time. The re-submission shall take place within three (3) working days.
- c. If the goals, goal indicators or objectives are not acceptable after the second re-submission the determination of their acceptability will be made by a third party selected through the following process:
 - 1. The immediate supervisor and the Bargaining Unit member shall each submit the names of five (5) certificated District employees willing to serve in this capacity. These lists shall be submitted within three (3) working days.
 - 2. The first person whose name is common to both lists shall meet with both parties and, after considering the position of each, shall make final determination of the acceptability of the goals, goal indicators or objectives in question.
 - 3. If the lists have no names in common, the Bargaining Unit member shall have the option of choosing any name from the immediate supervisor's list. If the Bargaining Unit member decides not to exercise this option the immediate supervisor shall have the right to select any name from the Bargaining Unit member's list.
 - 4. If neither of the parties exercises his/her option each shall have the opportunity to remove three (3) of the names from the other's list. The remaining four (4) names shall be subject to selection by lot. The person selected by lot shall consult with both parties and, after gathering all available pertinent information, shall make the final determination. The final decision of the neutral third party shall be rendered within five (5) working days after the consultation date.

- VIII.** If at the end of the assessment period there is disagreement between the immediate supervisor and the Bargaining Unit member as to whether or not the requirements of the plan have been met then a final determination will be made by a third party selected through the process outlined in points 1-4 immediately above.
- IX.** During the period from the twenty-fifth work day after the beginning of school to the thirty-fifth work day after the beginning of school, each Bargaining Unit member being evaluated shall complete the Planning Sheets and submit the appropriate copies to the immediate supervisor.

SETTING GOALS AND/OR GOAL INDICATORS AND/OR OBJECTIVES

The Bargaining Unit member will select at least five (5) on which to be evaluated. Three (3) or more broad goals may be suggested by the immediate supervisor from which two (2) would be used as a basis for two (2) of the Bargaining Unit member's goals/goal indicators/ objectives.

They shall be:

- a.** Stated in the terms of the learner.
- b.** Written including those program emphases determined by his/her position classification at the work site.
- c.** Consistent with District adopted Goals.

Each evaluatee shall select from alternative methods for establishing standards of student progress.

Some alternatives are:

- a.** Norms set within performance objectives
- b.** Criterion referent norms set by student/teacher conferences

Methods for establishing standards of student progress shall not include the use of publisher's norms established by standardized tests.

REQUIRED CONDITIONS FOR LEARNING

Each Bargaining Unit member should identify those conditions necessary for student progress which are related to the Goals and/or Goal Indicators and/or Objectives on Planning Sheet, page I. At any time during the year the Supplemental Form for Certificated Employee Evaluation may be used to document requests for assistance or additional constraints and/or conditions affecting student progress or the learning environment. A copy of each supplemental form shall be filed with the immediate supervisor.

TECHNIQUES FOR BARGAINING UNIT MEMBER'S ASSESSMENT OF STUDENT PROGRESS

The Bargaining Unit member is responsible for the assessment of student progress.

PLAN FOR ASSESSMENT OF BARGAINING UNIT MEMBER'S PERFORMANCE

The Bargaining Unit member may select method(s) he/she deems suitable in preparing the plan for the assessment of performance.

If observations are chosen, there shall be a maximum of five (5).

If test results are chosen, the type should be specified.

Prior to the assessment the Bargaining Unit member will provide the immediate supervisor with data that will show what progress is being measured and how it is being measured.

Assessment(s) may be periodic or at the end of the evaluation period.

ADJUNCT DUTIES

On Planning Sheet, page 3, the Bargaining Unit member will list the adjunct duties he/she has selected from the list

PLANNING SHEET EVALUATION SYSTEM FOR CERTIFICATED EMPLOYEES/MONTEBELLO UNIFIED SCHOOL DISTRICT

PAGE 1b

Support Personnel and Non-Permanent Classroom Teacher

Planning sheets 1, 2, 3, to be issued to bargaining unit member by the twenty-fifth school day and submitted to the immediate supervisor by the thirty-fifth school day.

Name _____

For year _____

Site _____

RELATED TO STUDENT PROGRESS

SETTING GOALS AND/OR GOAL INDICATORS AND/OR OBJECTIVES

(Processes, Activities, Content, Services, Behaviors, Performance, etc.)

If the immediate supervisor has opted to propose broad goals, please indicate which goals/goal indicators/objectives are specifically related to those proposed.

Multiple horizontal lines for writing goals and objectives.

(additional sheets may be attached if necessary)

“Support Personnel” refers to any Bargaining Unit member who is not a “Classroom Teacher”. “Classroom Teacher” refers to a Bargaining Unit member whose position is described under the job description of “Classroom Teacher” and/or who is assigned by the site administrator of his/her designee to an instructional setting of sixty (60%) percent of the standard teaching day (includes R, SP and Speech and Language Specialists).

For year _____

Name _____

Site _____

RELATED TO STUDENT PROGRESS

REQUIRED CONDITIONS FOR LEARNING

Help required from Support Staff: _____

Supplies: _____

Facilities: _____

Other: (Attendance, Enrollment Stability, Community resources, etc.) _____

Identify Existing Constraints:

(If additional constraints arise during the year, see Supplemental Form for Certificated Bargaining Unit Member)

Techniques for Bargaining Unit Member's Assessment of Student Progress

(Observation, Tests, Conferences, Surveys, Interviews, Performance Objectives, etc.)

(additional sheets may be attached if necessary)

SUMMARY SHEET EVALUATION SYSTEM FOR CERTIFICATED EMPLOYEES/MONTEBELLO UNIFIED SCHOOL DISTRICT

PAGE 1a
Permanent Classroom Teacher

To be completed by the forty-fifth work day of the school year.

Name _____ Evaluation Year _____

Class _____ Position/Job _____ Site _____

CERTIFICATED EMPLOYEE PERFORMANCE EVALUATION

PHASE I – REVIEW OF PROPOSED PERFORMANCE

I have reviewed this proposal and find it meets the requirements of the district evaluation system.

Signed _____ IMMEDIATE SUPERVISOR _____ Date _____

I have reviewed this proposal and find that it does not meet the requirements of the district evaluation system because of one or more of the following:

- _____ 1.* Progress of pupils toward board established standards of _____ 5. Setting goals and/or goal indicators and/or objectives expected pupil achievement in each area of study; if applicable, _____ 6. Required conditions for learning
- _____ the State adopted academic content standards as measured by; _____ 7. Techniques for bargaining unit member's assessment the State adopted criterion referenced assessments; _____ of student progress
- _____ 2.* The instructional techniques and strategies used by the employee; _____ 8. Plan for immediate supervisor(s) assessment of evaluatee performance
- _____ 3.* The employee's adherence to curricular objectives; and _____ 9. Adjunct duties
- _____ 4.* The establishment and maintenance of a suitable learning _____ 10. Other environment, within the scope of the employee's responsibilities.

* Requires participation in the PAR program if checked on Summary Sheet 3a.

If any categories are checked, please resubmit appropriate section to immediate supervisor or arrange for a conference.

SUMMARY SHEET **EVALUATION SYSTEM FOR CERTIFICATED EMPLOYEES/MONTEBELLO UNIFIED SCHOOL DISTRICT**
PAGE 1b
Support Personnel and Non-Permanent Classroom Teacher

To be completed by the forty-fifth work day of the school year.

Name _____ Evaluation Year _____ Status: Probationary _____ Permanent _____

Class _____ Position/Job _____ Site _____

CERTIFICATED EMPLOYEE PERFORMANCE EVALUATION

PHASE I – REVIEW OF PROPOSED PERFORMANCE

I have reviewed this proposal and find it meets the requirements of the district evaluation system.

Signed _____ IMMEDIATE SUPERVISOR _____ Date _____

I have reviewed this proposal and find that it does not meet the requirements of the district evaluation system because of one or more of the following:

- _____ 1. Setting Goals and/or Goal Indicators and/or Objectives
- _____ 2. Required Conditions for Learning
- _____ 3. Techniques for Bargaining Unit Member's Assessment of Student Progress
- _____ 4. Plan for Immediate Supervisor(s) Assessment of Evaluatee Performance
- _____ 5. Adjunct Duties
- _____ 6. Other

If any categories are checked, please resubmit appropriate section to immediate supervisor or arrange for a conference.

SUMMARY SHEET **EVALUATION SYSTEM FOR CERTIFICATED EMPLOYEES/MONTEBELLO UNIFIED SCHOOL DISTRICT**
PAGE 2

To be completed by the forty-fifth work day before the end of the school year.

Name _____ Evaluation Year _____ Status: Probationary _____ Permanent _____

Class _____ Position/Job _____ Site _____

ADJUNCT DUTIES

I certify that the employee has performed, to date, the adjunct duties listed on his Planning Sheet.

Signature _____ Immediate Supervisor _____ Date _____

OTHER AREAS OF EVALUATION

To be completed by the Immediate Supervisor only if the Bargaining Unit Member has *NOT* met requirements. This portion may be completed or withdrawn at any time during the school year.

The preceding evaluation system applies only to Section 44932 (a-4) of the State Education Code. The evaluation of Sections 44932 (a 1-12) omitting (4), is the responsibility of the immediate supervisor. Section (a-7) includes 'Performance Requirements' as defined in the 'Definition of Terms.'

THE EMPLOYEE HAS NOT MET THE REQUIREMENTS UNDER SECTION _____ OF 44932 OF THE EDUCATION CODE.

Comments _____

Signature _____ Date _____

Employee's Response (Optional)

Signature _____ Date _____

EVALUATION SYSTEM FOR CERTIFICATED EMPLOYEES/MONTEBELLO UNIFIED SCHOOL DISTRICT

SUMMARY SHEET
PAGE 3a

Remedial Classroom Teacher

To be completed by the forty-fifth work day before the end of the school year

Name _____ Evaluation Year _____

Class _____ Position/Job _____ Site _____

PHASE II

ASSESSMENT OF PERFORMANCE

I have completed the evaluation of the employee named above and find that he/she has met the requirements of his/her plan as proposed.

Signature _____ Immediate Supervisor _____ Date _____

I have completed the evaluation of the employee named above and find that he/she has not met the requirements of his/her plan as proposed.

- _____ 1. * Progress of pupils toward board established standards of expected pupil achievement in each area of study; if applicable, the State adopted academic content standards as measured by the State adopted criterion referenced assessments;
- _____ 2. * The instructional techniques and strategies used by the employee;
- _____ 3. * The employee's adherence to curricular objectives; and
- _____ 4. * The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- _____ 5. Setting goals and/or goal indicators and/or objectives
- _____ 6. Required conditions for learning
- _____ 7. Techniques for bargaining unit member's assessment of student progress
- _____ 8. Plan for immediate supervisor(s) assessment of evaluatee performance
- _____ 9. Adjunct duties
- _____ 10. Other

* Requires participation in the PAR program

Signature _____ Immediate Supervisor _____ Date _____

EVALUATOR'S COMMENTS

(additional sheets may be attached if necessary)

BARGAINING UNIT MEMBER'S RESPONSE TO IMMEDIATE SUPERVISOR'S ASSESSMENT OF PERFORMANCE (Optional)

(additional sheets may be attached if necessary)

I HEREBY REQUEST THE INITIATION OF THE PROBLEM RESOLUTION PHASE. _____ Date _____

Signature of Bargaining Unit Member

Form No. 69-10 (Rev. 4/00)

White Copy, Evaluates; Yellow, Immediate Supervisor; Pink, Personnel Office

SUMMARY SHEET
PAGE 3b
EVALUATION SYSTEM FOR CERTIFICATED EMPLOYEES/MONTEBELLO UNIFIED SCHOOL DISTRICT
Support Personnel and Non-Permanent Classroom Teacher

To be completed by the forty-fifth work day before the end of the school year

Name _____ Evaluation Year _____ Status: Probationary _____ Permanent _____

Class _____ Position/Job _____ Site _____

PHASE II

ASSESSMENT OF PERFORMANCE

I have completed the evaluation of the employee named above and find that he/she has met the requirements of his/her plan as proposed

Signature _____ Date _____
Immediate Supervisor

I have completed the evaluation of the employee named above and find that he/she has not met the requirements of his/her plan as proposed

Signature _____ Date _____
Immediate Supervisor

EVALUATOR'S COMMENTS

(additional sheets may be attached if necessary)

BARGAINING UNIT MEMBER'S RESPONSE TO IMMEDIATE SUPERVISOR'S ASSESSMENT OF PERFORMANCE (Optional)

(additional sheets may be attached if necessary)

I HEREBY REQUEST THE INITIATION OF THE PROBLEM RESOLUTION PHASE. _____ Date _____
Signature of Bargaining Unit Member

SUMMARY SHEET EVALUATION SYSTEM FOR CERTIFICATED EMPLOYEES/MONTEBELLO UNIFIED SCHOOL DISTRICT

PAGE 4

To be completed by the twenty-fifth work day before the end of the school year

Name _____ Evaluation Year _____ Status: Probationary _____ Permanent _____

Class _____ Position/Job _____ Site _____

PROBLEM RESOLUTION PHASE

To be completed at the time lists of candidates are submitted by the Bargaining Unit Member and the Immediate Supervisor

Candidates nominated by the Bargaining Unit Member

Candidates nominated by the Immediate Supervisor

_____ Selected Third Party

I hereby agree to serve as the Third Party in the resolution of this problem.

Signature _____ Date _____

_____ Date of Resolution Conference

THIRD PARTY DECISION

Signature _____ Date _____

(additional sheets may be attached if necessary)

BARGAINING UNIT MEMBER'S RESPONSE TO DECISION (Optional)

Signature _____ Date _____

SUMMARY SHEET
PAGE 5

EVALUATION SYSTEM FOR CERTIFICATED EMPLOYEES/MONTEBELLO UNIFIED SCHOOL DISTRICT

To be completed twenty days prior to the end of the school year

Name _____ Evaluation Year _____ Status: Probationary _____ Permanent _____

Class _____ Position/Job _____ Site _____

PHASE III

Attach statements relating to areas of improvement submitted by Immediate Supervisor
Bargaining Unit Member's Response to Submitted Statements (Optional)

RECOMMENDATIONS FOR IMPROVEMENT
(To be completed in conference between Immediate Supervisor and the Bargaining Unit Member)
Immediate Supervisor shall make specific recommendations as to areas of improvement in the Bargaining Unit Member's performance.

Signature _____ Date _____

BARGAINING UNIT MEMBER'S RESPONSE TO RECOMMENDATIONS (Optional)

Signature _____ Date _____

Signature _____ Date _____

(Additional sheets may be attached if necessary)

Form No. 6920 (Rev. 9/96)

White Copy, Evaluates; Yellow, Immediate Supervisor; Pink, Personnel Office

**MONTEBELLO UNIFIED SCHOOL DISTRICT
Stull Bill, Goldberg AB 954**

Notice of Reassignment to Alternate Year Evaluation & End of Each Five Years Stull Evaluation

DATE: _____ Deadline: January 31, _____

TO: _____
Certificated Employee

FROM: _____
Supervisor

SUBJECT: Notice of Possible Reassignment to Alternate Year Stull Evaluation & End of Each Five Years Stull Evaluation.

Please be aware you may be returned to an alternate (every other year) Stull Evaluation. You will be notified on or before May 15, _____ if this change will occur.

Signature of Supervisor

White, Supervisor; Yellow, Employee; Pink, Human Resources

**MONTEBELLO UNIFIED SCHOOL DISTRICT
Stull Bill, Goldberg AB 954
Notice of Reassignment to Alternate Year Evaluation from Supervisor**

DATE: _____ (on or before May 15th)

TO: _____
Certificated Employee

FROM: _____
Supervisor

SUBJECT: Request to Return to Alternate Year Stull Evaluation

This is to notify you that you will return to Alternate Year Stull Evaluation. You will be stulled this coming year _____.

Signature of Supervisor

Date: _____ (on or before May 15th)

White, Employee; Yellow, Supervisor; Pink, Human Resources

MONTEBELLO UNIFIED SCHOOL DISTRICT
Stull Bill, Goldberg AB 954
Notice of Reassignment to Alternate Year Evaluation from Certificated Employee

DATE: _____ (on or before May 15th)

TO: _____
Supervisor

FROM: _____
Certificated Employee

SUBJECT: Request to Return to Alternate Year Stull Evaluation

I am requesting to be returned to an Alternate Year Stull Evaluation.

Signature of Employee

Date: _____ (on or before May 15th)

Location: _____ Position: _____
White, Employee; Yellow, Supervisor; Pink, Human Resources

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provided by the immediate supervisor.

Having completed the first three (3) Planning Sheets, the Bargaining Unit member will present his/her plans to the immediate supervisor.

- X.** The period from the thirty-fifth work day to the forty-fifth work day shall be used by the immediate supervisor for

