

TEMPORARY AGREEMENT

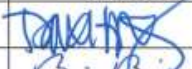


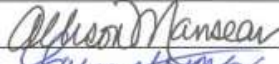



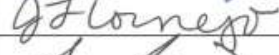

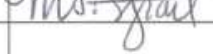
**Contract Between the
Board of Trustees of the
Magnolia School District
and the
Magnolia Educators Association**



July 1, 2022 through June 30, 2025

Tentative Agreement between Magnolia School District, and Magnolia Educator's Association

The Magnolia School District ("District") and the Magnolia Educator's Association (MEA) enter into this Tentative Agreement for the 2023-2024 Reopeners. The parties have mutually agreed to the attached Tentative Agreement for the MEA Contract July 1, 2022 thru June 30, 2025.

Magnolia School District		Magnolia Educator's Association	
Printed Name	Signature	Printed Name	Signature
David Appling, Ed.D.		Cliff Schuster	
Bill Bailey		Allison Manseau	
Dawn Bakker		Lisa Armstrong	
Roger Nguyen		Jennifer Cornejo	
		Sandy Jackson	
		Julie Trail	

Date: 11/9/2023

Date: 11/9/2023

ARTICLE 11. HOURS OF EMPLOYMENT

11.1 Work Year

The work year for all unit members shall be as follows:

- 180 school days
- Three (3) staff development days as indicated in section 11.4.2
- Three (3) preparation days: During the two preparation days at the beginning of the year, one administrator initiated meeting may take place lasting no more than ninety (90) minutes. Other unit member initiated and led meetings may occur during teacher preparation days.
- **Additional hours for Parent/Teacher conferences beyond their regular scheduled work hours:**
 - ~~One (1)~~ **three (3) hours and ten-minutes during** Fall conferences.
 - ~~period and one (1)~~ **two (2) hours during** Spring conferences. ~~period will be completed beyond the unit member's regular scheduled work hours.~~
- Attendance at Back to School Night (Support Personnel – see MOU).
- Attendance at Open House (not required for Support Personnel).

11.1.1 Conference Periods.

~~Based on the needs of the parents, both conference schedules may be modified with prior approval of the principal. Modifications for any other reason shall be reviewed by the principal on a case-by-case basis.~~

- Each conference period shall consist of seven **(7)** modified days, normally beginning on a Thursday and continuing to the second Friday.
- All upper and primary conferences shall be scheduled a minimum of 25 minutes in duration.
- **The best practice for parent conferences is an in-person meeting.** ~~Conference~~ **Other acceptable** methods include ~~in-person conferencing,~~ video conferencing and/or phone conferencing.
- ~~The preferable method for parent conferences is an in-person meeting. In the event that an in-person meeting is not feasible, then a video conference or phone conference is appropriate.~~

- ~~• Unit members shall have the option to leave the school site 30 minutes after the last class on the last conference day, if all conferences and other obligations have been completed.~~

Fall Conferences.

- Unit members at each school site shall collectively choose three (3) specific days during each seven (7) day conference period for later conferences. On these chosen days, an administrator or designee shall be on site to ensure on-site support is available until 5:45pm (early start) or 6:10pm (late start).
- Any conferences conducted in the morning that start before the contractual work day begins will be included as part of the additional hours. This is limited to 7:00am – 7:25am (early start) and 7:25am – 7:50am (late start).
- ~~• One (1) three-hour ten-minute Fall conference period: There will be three (3) days selected by the unit members as evening options within each seven (7) day conference period where an administrator or designee shall be on site. Unit members may select one or a combination of the following options within the seven (7) day conference period:~~
 - During each conference period, unit members at each site shall include one of the later conference options in their availability to parents.
 - Based on the needs of the parents, conference schedules may be modified with prior approval of the principal.
 - Modifications for any other reason shall be reviewed by the principal on a case-by-case basis.
 - Unit members shall have the option to leave the school site 30 minutes after the last class on the last conference day, if all conferences and other obligations have been completed.

Evening Conference Options

Option A

~~Early Start schools 2:35 p.m. – 5:45 p.m.~~

~~Late Start schools 3:00 p.m. – 6:10 p.m.~~

Option B

~~Early Start schools 4:00 p.m. – 5:30 p.m. for one day, 4:00 p.m. – 5:40 p.m. one day~~

~~Late Start schools 4:30 p.m. – 6:00 p.m. one day, 4:30 p.m. – 6:10 p.m. one day~~

Option C

~~Early Start schools 4:30 p.m. – 5:30 p.m. two days, 4:30 p.m. – 5:40 p.m. one day~~

~~Late Start schools 5:00 – 6:00 two days, 5:00 p.m. – 6:10 p.m. one day~~

Morning Conference Option

~~Early Start schools 7:00 a.m. – 7:25 a.m.~~

~~Late Start schools 7:25 a.m. – 7:50 a.m.~~

~~Any Morning Conferences beginning prior to the contractual work schedule will count towards the conference time period. Morning Conferences shall not start before 7:00am.~~

Spring Conferences.

- ~~One (1) two-hour Spring conference period: There will be three (3) days selected by the unit members as evening options within each seven (7) day conference period where an administrator or designee shall be on site. Unit members may select one or a combination of the following options within the seven (7) day conference period:~~
- Unit members at each school site shall collectively choose three (3) specific days during each seven (7) day conference period for later conferences. On these chosen days, an administrator or designee shall be on site to ensure on-site support is available until 4:35pm (early start) or 5:00pm (late start).**

- Any conferences conducted in the morning that start before the contractual work day begins will be included as part of the additional hours. This is limited to 7:00am – 7:25am (early start) and 7:25am – 7:50am (late start).
- During each conference period, unit members at each site shall include one of the later conference options in their availability to parents.
- Based on the needs of the parents, conference schedules may be modified with prior approval of the principal.
- Modifications for any other reason shall be reviewed by the principal on a case-by-case basis.
- Unit members shall have the option to leave the school site 30 minutes after the last class on the last conference day, if all conferences and other obligations have been completed.

~~Evening Conference Options~~

~~Option A~~

~~Early Start schools 2:35 p.m. – 4:35 p.m.~~

~~Late Start schools 3:00 p.m. – 5:00 p.m.~~

~~Option B~~

~~Early Start schools 4:00 p.m. – 5:00 p.m. for one day, 4:00 p.m. – 5:00 p.m. one day~~

~~Late Start schools 4:30 p.m. – 5:30 p.m. one day, 4:30 p.m. – 5:30 p.m. one day~~

~~Morning Conference Option~~

~~Early Start schools 7:00 a.m. – 7:25 a.m.~~

~~Late Start schools 7:25 a.m. – 7:50 a.m.~~

~~—Any Morning Conferences beginning prior to the contractual work schedule will count towards the conference time period. Morning Conferences shall not start before 7:00am.~~

- Spring conferences will not be mandatory for every student but shall be implemented for student concerns including, but not limited to, the following areas:
 - Academics
 - Behavior/Social-Emotional
 - Health

Students will be identified for conferences by:

- Teacher discretion
- Parent request
- Administrative discretion

ARTICLE 14. SALARIES

14.1 Salary Schedule

The 2022/2023 salary schedule shall be increased by ~~6.5%~~ 6% retroactive to July 1, ~~2022-~~ 2023.

The District and Association agree to continue to work collaboratively at the negotiating table to review data from comparable districts during salary negotiations in order to maintain a competitive salary. The focus of these future negotiations shall be to maintain the District's fiscal solvency and provide unit members with a competitive salary.

14.14 Nurses Salary. Full-time nurses shall receive an annual stipend of ~~\$4326~~ \$5408.

Stipends will be paid and reported in accordance with STRS regulations. Nurses working less than full-time shall receive a prorated share of the stipend. The stipend shall be for coordination of community health resources and/or other extra responsibilities assigned by the Administrator of Student Services.

ARTICLE 15. HEALTH AND WELFARE BENEFITS

15.1 **Benefits.** The District shall authorize medical, dental, and vision care benefits as specified within the master insurance contracts between the District and the respective insurance carriers. Summaries of those benefits are provided by the insurance carriers based upon the terms and conditions of the master insurance policy contracts.

15.2 **District Contribution.** ~~July 1, 2022~~ January 1, 2024, the District shall make a maximum tiered annual contribution for each eligible unit member, based upon qualified medical insurance enrollment, as follows:

Employee only = \$11,600 \$13,100

Employee + 1 = \$14,500 \$16,500

Employee + 2 or more = \$18,100 \$20,600

ARTICLE 21. SCHOOL READINESS PRESCHOOL TEACHERS

Article 13. Safety – everything in this Article remains intact with exception to the following:

13.2 Physical Safety

13.2.1 The District agrees to provide disciplinary support to unit members. If a unit member is unable to resolve a student disciplinary problem, the unit member and the principal/immediate supervisor and/or ~~Director~~ **Administrator** of School Readiness shall meet to discuss possible alternatives to resolution of this problem.

13.2.2 A unit member may recommend suspension to the immediate supervisor and/or ~~Director~~ **Administrator** of School Readiness, for good cause, any student from their class for the day of the suspension and the day following. The unit member shall report the reason for the recommendation of suspension to their immediate supervisor and/or ~~Director~~ **Administrator** of School Readiness. As soon as possible, the immediate supervisor/~~Director~~ **Administrator** of School Readiness and/or unit member shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension.

13.4 **Replacement of Personal Property.** The District shall reimburse a unit member for theft of or damage to personal property while on duty at school or on the school premises or at school sponsored activities subject to the following conditions:

13.4.2 The site administrator/immediate supervisor and/or ~~Director~~ **Administrator** of School Readiness have not given written disapproval.

13.7 **Behavioral Problems.** When a student with a written record of behavioral problems is assigned / transferred to a classroom, the Site Administrator/immediate supervisor and/or ~~Director~~ **Administrator** of School Readiness will inform the teacher of such record. If a student is transferred from another district and exhibits behavioral problems, the District, upon request of the teacher, will contact the sending district for appropriate information.

Magnolia School District

2705 West Orange Avenue · Anaheim, California 92804-3298 · (714) 761-5533 · FAX (714) 761-3731

Memorandum of Understanding between the Magnolia School District and the Magnolia Educators Association

November 9, 2023

This agreement is entered into between the Magnolia School District ("District") and the Magnolia Educators Association ("Association").

The District and the Association have determined that it is in the best interest of all parties to establish a new certificated position, "Impact Teacher", for the purposes of providing one-on-one and small group instruction to students.

The District may employ certificated temporary employees with an appropriate credential as Impact Teachers pursuant to Education Code section 44909.

Beginning July 1, 2023, such employment shall be up to one school year for a cumulative total not to exceed one hundred and thirty (130) workdays and a total of no more than nineteen (19) hours per week and a cumulative total not to exceed four hundred ninety-four (494) hours per school year. Such employees would be entitled to at least a 10 minute break during their work shift and the option of establishment of a 30 minute duty-free lunch period by mutual agreement between the Impact Teacher and the Principal.

Service as an Impact Teacher shall not be included in computing the service required to become a permanent certificated employee of the District. An Impact Teacher will be credited for one (1) year of teaching experience for every two (2) years of consecutive service as an Impact Teacher with the District if the employee has worked one hundred and thirty (130) days in each previous school year and is subsequently employed by the District in a position paid on the Certificated Salary Schedule.

An Impact Teacher may apply for open positions in the District during his/her temporary contract period and will be released from the Impact Teacher contract if offered such position.

The Impact Teacher shall be compensated at the rate of \$44.04 hourly effective July 1, 2023.

Impact Teachers will be evaluated under the procedure in Article 10.2 of the Contract between the District and the Association. Impact Teachers may be evaluated every other year provided their previous evaluation has an overall performance rating of "meets standards".

The Impact Teacher shall be covered by the terms and provisions of the contract between the Association and the District except as above and as follows:

- Article 9 does not apply to Impact Teachers. Impact Teachers shall remain at the same site for the length of the temporary contract, except by mutual agreement of the District and the teacher;
- Article 11 does not apply to Impact Teachers;
- Article 14 does not apply to Impact Teachers;
- Article 15 does not apply to Impact Teachers;
- Article 16 does not apply to Impact Teachers;
- Article 20 does not apply to Impact Teachers.

APPENDIX C

Magnolia Educators Association

 11/9/23
Allison Mansera Date
MEA Lead Negotiator

Magnolia School District

 11/9/23
David Appling, Ed.D. Date
Assistant Superintendent, Human Resources

Magnolia School District

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Memorandum of Understanding between the
Magnolia School District and the Magnolia Educators Association

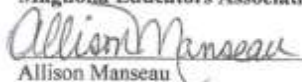
May 1, 2023

This agreement is entered into between the Magnolia School District ("District") and the Magnolia Educators Association ("Association").

When conducting District Response to Instruction and Intervention (RTI) dialogue days at school sites for the 2023-2024 school year:

Each data driven meeting will have a morning agenda of four (4) hours as planned by the site principal and Instructional Practices Coach (IPC). The agenda for the meeting will be provided two (2) school days prior to the meeting. Following the lunch break, the remaining two (2) hours and fifteen (15) minutes will be planned by the classroom grade level teachers. The teacher planning time in the afternoon will focus on the English Language Arts/ English Language Development and Math adoptions and instruction to address the gaps identified from the morning session.

Magnolia Educators Association


Allison Manseau
MEA Lead Negotiator

6/5/23
Date

Magnolia School District


David Appang, Ed.D.
Assistant Superintendent, Human Resources

6/5/23
Date

APPENDIX D

Magnolia School District

2705 West Orange Avenue · Anaheim, California 92804-3298 · (714) 761-5533 · FAX
(714) 761-3731

Memorandum of Understanding between the Magnolia School District and the Magnolia Educators Association

November 9, 2023

This Memorandum of Understanding (MOU) is entered into by and between the Magnolia School District (MSD) and the Magnolia Educators Association (MEA). In order to address the academic and social-emotional needs of students and safeguard against potential negative impact to revenue received by the District under the Local Control Funding Formula (LCFF) with respect to Grade Span Adjustment (GSA), the District and MEA agree that (by the end of the tenth student day of the new school year):

Grade TK class sizes will align to current law.

Grades K-3 class sizes will not exceed the school-wide grades K-3 average for the length of this MOU:

- 26 students in 2024-25

Grades 4-6 class sizes will not exceed the school-wide grades 4-6 average for the length of this MOU:

- 32 students in 2024-25

If the LCFF-GSA funding is not fully funded, K-3 class sizes and 4-6 class sizes will revert to the current collective bargaining agreement.

This MOU will expire on June 30, 2025 or upon LCFF-GSA not being fully funded, whichever is earlier.

Magnolia Educators Association


Allison Mansean Date
MEA Lead Negotiator

Magnolia School District


David Apping, Ed. D. Date
Assistant Superintendent, Human Resources

APPENDIX E

Magnolia School District

2705 West Orange Avenue · Anaheim, California 92804-3298 · (714) 761-5533 · FAX (714) 761-3731

Memorandum of Understanding between the Magnolia School District and the Magnolia Educators Association

November 9, 2023

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Magnolia School District (hereafter, District) and the Magnolia Educators Association (hereafter, MEA). The MOU is being put in place to address the safety support for teachers due to physical harm or injury.

The District shall immediately intervene to help a unit member that has informed the District that a violent incident causing physical harm or injury to the unit member has occurred. The intervention shall minimally consist of:

The student causing harm shall be removed from the unit member's work area. In the event that the student cannot be safely removed, the unit member and the other students shall evacuate the classroom; and prior to the student's return, the District shall send appropriate support to intervene and create a plan to make a safe environment for the unit member and

Prior to the student's return, Human Resources shall be informed of the incident and the site administrator shall meet with the unit member to develop a plan to support the unit member. Additionally, at the unit member's request, the District shall provide an additional certificated employee on the first day the student returns to the classroom. If another certificated employee is not available, another support staff member mutually agreed upon by the unit member and the site administrator will be provided on the first day the student returns to their classroom.

This MOU will expire on June 30, 2024 and be reviewed in the 2024/2025 negotiations.

Magnolia Educators Association


Allison Manseau 11/9/23
MEA Lead Negotiator Date

Magnolia School District


David Appling, Ed. D. 11/9/23
Assistant Superintendent, Human Resources Date

APPENDIX F

Magnolia School District

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Memorandum of Understanding between the Magnolia School District and the Magnolia Educators Association

December 9, 2022

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Magnolia School District (hereafter, (District) and the Magnolia Educators Association (MEA). The District and MEA agree on the following regarding Support Personnel (as defined in Article 3) and Back to School Night:

- Support Personnel shall attend back to school night for half the time; defined as staying through the first session.
- Support Personnel duties shall be limited to their professional responsibilities
- Support Personnel who service more than one site shall not be required to attend Back to School Night.

On the conclusion of the MOU, the District and MEA will revisit Article 11.

This MOU will expire on June 30, 2024.

Magnolia Educators Association


Allison Manseau
MEA Lead Negotiator

Date

Magnolia School District

 12/9/22
David Appling, Ed.D.
Assistant Superintendent, Human Resources

Date

APPENDIX G

Magnolia School District

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Memorandum of Understanding between the Magnolia School District and the Magnolia Educators Association

March 10, 2022


This agreement is entered into between the Magnolia School District ("District") and the Magnolia Educator's Association ("Association"). The intent of this memorandum is to clarify the intent and use of the additional Security Camera devices being installed on District property.


In accordance with Board Policy 3515, the primary purpose of Security Cameras is to provide a school environment that promotes the safety of students, employees, and visitors to school grounds and the protection of District property, facilities, and equipment from vandalism and theft.

In conjunction with Article 13 (Safety) of the Association Contract, the following guidelines have been agreed upon:

- Security cameras will be installed on high traffic areas such as entrances, parking lots, school or site perimeters, and other locations identified as a security risk.
 - Security cameras at the entrances and parking lots will remain on 24 hours a day.
 - Security cameras that are installed to show the perimeter of the school or site will be turned on from 6:00 p.m. to 7:00 a.m. Monday through Friday. These cameras will be turned on 24 hours a day on Saturdays, Sundays and days the school or site is closed.
 - Security cameras will be turned off throughout the duration of evening conferences, performances, Open House, and other night events.
- Signage will be conspicuously posted at District locations which indicate the presence of security cameras. These signs shall inform students, staff, and visitors that video recording may occur.

Magnolia School District

 3/21/22
Date
David Appling, Ed.D.
Assistant Superintendent, Human Resources

 3/21/22
Date
Bill Bailey
Chief Business Official

Magnolia Educators Association

 3/21/22
Date
Jody Brown
MEA President

 3/21/22
Date
Allison Manseau
MEA Lead Negotiator

APPENDIX H

Magnolia School District

2705 West Orange Avenue • Anaheim, California 92804-3298 • (714) 761-5533 • FAX (714) 761-3731

Memorandum of Understanding between the
Magnolia School District and the Magnolia Educators Association

October 19, 2023

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Magnolia School District (hereafter, "District") and the Magnolia Educators Association (hereinafter, "MEA"). This MOU serves to agree upon and approve the benefits as described below:

- Effective January 1, 2024, the District shall make a maximum-tiered annual contribution to the Health and Welfare Benefits for each eligible unit member, based upon qualified medical insurance enrollment, as follows:

	Employee Only	Employee +1	Employee +2 or more
Ongoing Contribution	\$11,600	\$14,500	\$18,100
One-time Contribution	\$1,500	\$2,000	\$2,500
TOTAL Contribution for 2024	\$13,100	\$18,000	\$22,600


This MOU is subject to all approvals required and adoption by the Magnolia School District Board of Education.

Magnolia Educators Association


Allison Manseau
MEA Lead Negotiator

Date

Magnolia School District\


David Apple, Ed. D.
Assistant Superintendent, Human Resources

Date

APPENDIX I


Bill Bailey
Chief Business Official

Date

Magnolia School District

2705 West Orange Avenue • Anaheim, California 92804-3298 • (714) 761-5533 • FAX (714) 761-3731

Memorandum of Understanding between the Magnolia School District and the Magnolia Educators Association (AB119)

March 20, 2020

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Magnolia School District (hereinafter, (District) and the Magnolia Educators Association (hereinafter, "MEA").

1. DISTRICT NOTICE TO MEA OF NEW HIRES

- a) The District shall provide MEA notice of any newly hired unit member, within ten (10) days of date of hire, via District and/or US mail to the MEA Chapter President and the assigned Labor Relations Representative which will include the following information:
 - i. Full Legal Name
 - ii. Date of Hire
 - iii. Classification
 - iv. Site/Department

2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by MEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the MEA bargaining unit.
- b) The District shall provide MEA with contact information on the bargaining unit new hires. The information will be provided to MEA electronically via a mutually agreeable secure FTP site or service within 30 days of hiring the new employee. This contact information shall include the following items, with each field in its own column:
 - i. First Name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g. Jr., III)
 - v. Job Title/Classification;
 - vi. Department;
 - vii. Primary worksite name;
 - viii. Work telephone number;
 - ix. Home Street address (incl. apartment #)
 - x. City
 - xi. State
 - xii. ZIP Code (5 or 9 digits)
 - xiii. Home telephone number (10 digits);

<https://mail.google.com/mail/u/0/#inbox/WhcKJvqrsTLjBVwXWWWhJzXJFmTrwRwFGTTcvmXzszJgsWFrshkcXqkTrMjt>

APPENDIX J

- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Last four numbers of the social security number;
- xvii. Birth date;
- xviii. Employee ID;
- xix. Hire date.

This information shall be provided to MEA regardless of whether the newly hired employee was previously employed by the District.

- e) **Periodic Update of Contact Information:** The District shall provide MEA with a list of all bargaining unit member names and contact information on the last working day of September, January, and May. The information will be provided to MEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title/Classification;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Last four numbers of the social security number;
- xvii. Birth date;
- xviii. Employee ID;
- xix. Hire date.

3. NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District shall provide MEA mandatory access to its new employee orientations. MEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- c) The orientation session shall be held on District property during the workday of the unit member(s), who shall be on paid time.
- d) During MEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

Magnolia School District

2705 West Orange Avenue • Anaheim, California 92804-3298 • (714) 761-5533 • FAX (714) 761-3731

Memorandum of Understanding between the
Magnolia School District and the Magnolia Educators Association

August 30, 2022

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Magnolia School District (hereafter, "District") and the Magnolia Educators Association (hereinafter, "MEA"). In order to address the shortage in the teacher demand for Home School Teaching, the District and MEA agree to the following:

Article 14.16, in regards to Home School Teaching Salary, will be increased. The salary pay for a Home School Teacher will be increased from \$35.00 per hour to \$50.00 per hour or the teacher's regular hourly rate, whichever is greater.

This MOU will expire on June 30, 2024.

Magnolia Educators Association


Allison Mansour 8/30/22
Date
MEA Lead Negotiator

Magnolia School District


David Apple, Ed. D. 8/30/22
Date
Assistant Superintendent, Human Resources

APPENDIX K