

Sonoma County Office of Education

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Mark West Union School District

Name of Bargaining Unit: MARFAC

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2023 and ending: June 30, 2026
(date) (date)

The Governing Board will act upon this agreement on: June 6, 2023
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2022 - 2023	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2023 - 2024	Year 2 Increase/(Decrease) FY 2024 - 2025	Year 3 Increase/(Decrease) FY 2025 - 2026
1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 7,498,854	\$ 843,979	\$ 562,309	\$ 367,852
		11.25%	6.74%	4.13%
2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ 42,701	\$ -	\$ -
Description of other compensation		Off schedule payment of 4.32% for unit members on step D-26 in 2022-23		
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,660,996	\$ 186,941	\$ 124,551	\$ 81,479
		11.255%	6.74%	4.13%
4 Health/Welfare Plans	\$ 916,690	\$ 198,197	\$ 97,880	\$ 96,751
		21.62%	8.78%	7.98%
5 Total Compensation - Add Items 1 through 4 to equal 5	\$ 10,076,540	\$ 1,271,818	\$ 784,740	\$ 546,082
		12.622%	6.92%	4.50%
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ 114,292	\$ 125,142	\$ 133,577
7 Total Number of Represented Employees (Use FTEs if appropriate)	82.10			
8 Total Compensation <u>Average</u> Cost per Employee	\$ 122,735	\$ 15,491	\$ 9,558	\$ 6,651
		12.622%	6.92%	4.50%

Mark West Union School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Year 1: 6%, Year 2: 5%, Year 3: 4%

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

Certificated salary schedule was reduced from 26 steps to 22 steps.

11. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

n/a

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

Annual cap (Medical, Dental, Vision) - Current: \$13,548, New - Year 1: \$16,548, Year 2: \$18,048, Year 3: \$19,548

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Additional release time (increase by 1/2 day, 3 times per year) for writing assessments. Additional paraeducator time for classrooms with over 24 students in grades TK-3 or 27 in grades 4-8.

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Potential for additional paraeducator time.

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None

E. Will this agreement create or increase deficit financing in the current or subsequent year(s)?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Yes. The deficit will be reduced if basic aid supplemental funds are received in the amounts that are anticipated, and could possibly be further reduced if basic aid supplemental funds increase with projected increases to enrollment.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement:

1. Current Year

General Fund, Board Committed Funds, Basic Aid Supplemental Funds

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

n/a

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The multiyear agreement is funded through LCFF revenue, Board Committed Funds, and Basic Aid Supplemental Funds. This assumes that enrollment will continue to grow as it has in recent years with the additional expansion of the age range for Transitional Kindergarten.

Mark West Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

MARFAC

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/2023)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES		None in CY	None in CY	
Revenue Limit Sources (8010-8099)	\$ 14,754,103	\$ -	\$ -	\$ 14,754,103
Remaining Revenues (8100-8799)	\$ 7,100,993	\$ -	\$ -	\$ 7,100,993
TOTAL REVENUES	\$ 21,855,096	\$ -	\$ -	\$ 21,855,096
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 8,250,114	\$ -	\$ -	\$ 8,250,114
Classified Salaries (2000-2999)	\$ 2,505,458	\$ -	\$ -	\$ 2,505,458
Employee Benefits (3000-3999)	\$ 5,200,475	\$ -	\$ -	\$ 5,200,475
Books and Supplies (4000-4999)	\$ 634,220	\$ -	\$ -	\$ 634,220
Services, Other Operating Expenses (5000-5999)	\$ 3,153,228	\$ -	\$ -	\$ 3,153,228
Capital Outlay (6000-6599)	\$ 263,000	\$ -	\$ -	\$ 263,000
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 20,006,494	\$ -	\$ -	\$ 20,006,494
OPERATING SURPLUS (DEFICIT)	\$ 1,848,602	\$ -	\$ -	\$ 1,848,602
Transfer In and Other Sources (8910-8979)	\$ 63,606	\$ -	\$ -	\$ 63,606
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,912,208	\$ -	\$ -	\$ 1,912,208
BEGINNING BALANCE	\$ 15,182,329			\$ 15,182,329
Prior-Year Adjustments/Restatements (9793/9795)	\$ (527,187)			\$ (527,187)
CURRENT-YEAR ENDING BALANCE	\$ 16,567,350	\$ -	\$ -	\$ 16,567,350
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 146,745	\$ -	\$ -	\$ 146,745
Reserved for Economic Uncertainties (9770)	\$ 3,284,030	\$ -	\$ -	\$ 3,284,030
Designated Amounts (9775-9780)	\$ 10,169,730	\$ -	\$ -	\$ 10,169,730
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ 2,966,845	\$ -	\$ -	\$ 2,966,845
Reserve for Economic Uncertainties Percentage	16.41%			16.41%

* Please see question on page 7.

Public Disclosure of Proposed Collective Bargaining Agreement

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Mark West Union School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Bargaining Unit:

MARFAC

	Current Year	Year 1	Year 2	Year 3
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement	Third Subsequent Year After Settlement
REVENUES	2022-2023	2023-2024	2024-2025	2025-2026
Revenue Limit Sources (8010-8099)	\$ 14,754,103	\$ 16,173,889	\$ 16,944,748	\$ 17,747,341
Remaining Revenues (8100-8799)	\$ 7,100,993	\$ 4,458,407	\$ 3,967,602	\$ 3,967,602
TOTAL REVENUES	\$ 21,855,096	\$ 20,632,296	\$ 20,912,350	\$ 21,714,943
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 8,250,114	\$ 9,258,223	\$ 9,787,769	\$ 10,165,709
Classified Salaries (2000-2999)	\$ 2,505,458	\$ 2,481,436	\$ 2,528,190	\$ 2,589,705
Employee Benefits (3000-3999)	\$ 5,200,475	\$ 5,450,571	\$ 5,688,630	\$ 5,961,485
Books and Supplies (4000-4999)	\$ 634,220	\$ 999,320	\$ 490,024	\$ 494,924
Services, Other Operating Expenses (5000-5999)	\$ 3,153,228	\$ 3,238,621	\$ 3,412,587	\$ 3,602,451
Capital Outlay (6000-6999)	\$ 263,000	\$ 500,000	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments		\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 20,006,494	\$ 21,928,171	\$ 21,907,200	\$ 22,814,274
OPERATING SURPLUS (DEFICIT)	\$ 1,848,602	\$ (1,295,875)	\$ (994,850)	\$ (1,099,331)
Transfers In and Other Sources (8910-8979)	\$ 63,606	\$ 63,606	\$ 63,606	\$ 63,606
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,912,208	\$ (1,232,269)	\$ (931,244)	\$ (1,035,725)
BEGINNING BALANCE	\$ 15,182,329	\$ 16,567,350	\$ 15,335,081	\$ 14,403,837
CURRENT-YEAR ENDING BALANCE	\$ 16,567,350	\$ 15,335,081	\$ 14,403,837	\$ 13,368,112
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 146,745	\$ 146,745	\$ 146,745	\$ 146,745
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 3,284,030	\$ 3,727,789	\$ 3,724,224	\$ 3,878,427
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -	\$ -
Board Designated Amounts - Unrestricted (9775-9780)	\$ 10,169,730	\$ 8,724,155	\$ 7,724,177	\$ 6,108,792
Board Designated Amounts - Restricted (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ 2,966,845	\$ 2,736,392	\$ 2,808,691	\$ 3,234,148

WARNING: 9790 entries must be positive

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		Current Year	Year 2	Year 3
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 20,006,494	\$ 21,928,171	\$ 21,907,200
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$50,000)	\$ 600,195	\$ 657,845	\$ 657,216

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 3,284,030	\$ 3,727,789	\$ 3,724,224
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 3,284,030	\$ 3,727,789	\$ 3,724,224
f.	Reserve for Economic Uncertainties Percentage	16.41%	17.00%	17.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

Current Year

Yes

☒

No

☐

Year 2

Yes

☒

No

☐

Year 3

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

Mark West Union School District

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

The current year (2022-2023) was previously settled. This settlement is for the upcoming year and two subsequent years (2023-2024, 2024-2025, and 2025-2026). These future amounts will be added to the future year budgets and multi-year projections. No budget updates are necessary in the current year.

6. Please include any additional comments and explanations of Page 4 as necessary:

n/a

Mark West Union School District

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Mark West Union School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2023 to June 30, 2026.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year**Budget Adjustment Categories:**

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$ -

\$ -

\$ -

Subsequent Years**Budget Adjustment Categories:**

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$0.00

\$2,602,641.00

(\$2,602,641.00)

Budget Revisions

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify

Rachel Z. Halsey
District Superintendent
(Signature)

5/22/2023
Date

☒ I hereby certify ☐ I am unable to certify

Reem
Chief Business Official
(Signature)

5/22/2023
Date

Special Note: The Sonoma County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Assumptions

The assumptions upon which this certification is made are as follows:

The District will continue to maintain fiscal solvency. The District will budget Basic Aid Supplemental funds conservatively, and will continue to commit funds from this funding source for the programs currently being supported. The District will make the appropriate budget cuts in order to maintain fiscal responsibility, and will continue an open line of communication with all educational partners regarding the receipt and use of these funds. The District anticipates increased enrollment in the coming years with the additional expansion of the age range for Transitional Kindergarten.

Concerns regarding affordability of agreement in subsequent years (if any):

n/a

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

Renee Loeza
Contact Person

707-524-2974
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 6, 2023, took action to approve the proposed Agreement with the MARFAC (Certificated) Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Sonoma County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Mediation Tentative Agreement
Between
MARFAC and MWUSD
5/16/23

Financial Proposal

1. Salary and Benefits for 2023-2024:

- a. Effective July 1, 2023, the parties agree to adopt the revised proposed salary schedules (A-3, B-3 and C-3), which are equivalent to approximately a 4.32% increase.
- b. The District will also make a one-time, off schedule payment to all unit members placed on Step 26, Column D in the 2022-2023 school year, equivalent to 4.32% of their 2022-2023 salary. The District will divide the payment into two (2) equal payments paid out to unit members in the November supplemental and May supplemental payrolls.
- c. Effective July 1, 2023, the District shall increase all bargaining unit salary schedules by 6.0%.
- d. Effective July 1, 2023, the District shall increase its maximum annual contribution towards a unit member's health and welfare premium by \$3,000.00 to \$16,548.00 (\$1,379.00/month).

2. Salary and Benefits for 2024-2025:

- a. Effective July 1, 2024, the District shall increase all bargaining unit salary schedules by 5.0%.
- b. Effective July 1, 2024, the District shall increase its maximum annual contribution towards a unit member's health and welfare premium by \$1,500.00 to \$18,048.00 (\$1,504.00/month).

3. Salary and Benefits for 2025-2026:

- a. Effective July 1, 2025, the District shall increase all bargaining unit salary schedules by 4.0%.
- b. Effective July 1, 2025, the District shall increase its maximum annual contribution towards a unit member's health and welfare premium by \$1,500.00 to \$19,548.00 (\$1,629.00/month).

4. The Parties Agree to amend Article XX – Employee Benefits and Article XXVII – Salary with the terms above in items 1-3 as well as the language (agreed in concept) below:

Article XX – Employee Benefits

- 20.1 Effective July 1, 2023, the District contribution for medical, dental, and vision benefits shall not exceed \$1,379.00 per month for each full time bargaining unit member, or \$16,548 annually.

Effective July 1, 2024, the District contribution for medical, dental, and vision benefits shall not exceed \$1,504.00 per month for each full time bargaining unit member, or \$18,048.00 annually.

Effective July 1, 2025, the District contribution for medical, dental, and vision benefits shall not exceed \$1,629.00 per month for each full time bargaining unit member, or \$19,548.00 annually.

It is understood that while participation in the dental plan is voluntary, any unit member who declines such coverage will not be eligible for such coverage until the next Open Enrollment period with the District and our insurance provider.

The remainder of the Article (20.2 through 20.5) is status quo.



Article XXVII – Salary

- 27.1 The current salary schedules is are attached as Appendixes A-1, B, and C. The salary schedules will correspond with the Days of Employment (Article XXVIII).
- 27.1.1 Effective July 1, 2023, the salary schedules in Appendix A shall be increased by six percent (6.0%).
- 2.7.1.1.1 In addition to the salary schedule increases, the Certificated Salary Schedule (Appendix A-1) shall be modified to have a total of 22 steps and all unit members moved to the new uniform step and column placement, which is equivalent to a 4.32% increase. For the 2023-2024 school year, all unit members currently placed on Step 26, Column D, shall receive an off-schedule one-time bonus of 4.32% of their salary.
- 2.7.1.1.2 The Psychologist-SLP Salary Schedule shall be added to the Agreement under Appendix B and shall include the salary schedule increase in 27.1.1.
- 2.7.1.1.3 The Counselor Salary Schedule shall be added to the Agreement under Appendix C and shall include the salary schedule increase in 27.1.1.
- 27.1.2 Effective July 1, 2024, the salary schedules in Appendices A, B and C shall be increased by five percent (5.0%).
- 27.1.3 Effective July 1, 2025, the salary schedules in Appendices A, B and C shall be increased by four percent (4.0%).
- 27.2 The District shall pay a \$1,000 stipend for each of the following: per sport for coaches for authorized school team sports, Middle School Athletic Advisor, Student Council Advisor, Teacher-In-Charge, and Science Olympiad Coach, and the teacher supervising middle school yearbook production.
- 27.3 When unit members initiate a proposal to the District involving an overnight program, it is understood that such unit member shall accompany their class on the overnight trip. For such participation, and effective July 1, 2018, the District shall pay a \$200 per night stipend per unit member.
- 27.4 Effective July 1, 2018, unit members with an earned Master's Degree shall be paid an additional \$1,100; unit members with an earned Doctorate Degree shall be paid an additional \$1,100.
- 27.5 For District sponsored workshops, educationally related programs, curriculum activities, etc. on teacher non-duty days the District may provide a stipend or credit toward advancement on the salary schedule for the unit member's participation in such programs. Such programs and units provided or stipends paid are discretionary with the District and participation of unit members is voluntary. If units are granted they shall not be transferable.
- 27.6 Unit members who teach combination class shall be paid a stipend of \$1,000 for the school year.

27.7 The extra duty hourly rate of pay will be ~~\$45.00~~ \$55.00 per hour for unit members.

27.8 Unit members who serve in less than a full-time assignment shall be compensated on a prorated basis.

Salary Schedule Implementation

27.9 Effective July 1, 2023, credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) step for one (1) year of service up to a maximum of 12 steps. Service credit shall be accepted for each full year of service as a credentialed teacher working in a public school or California certified non-public school.

27.10 Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.

27.11 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. A year of service is defined as 75% of the regularly scheduled working days.

27.12 Course credit for salary placement and movement on the salary schedule shall be given for post-bachelor or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3). Unit hours must be educationally relevant to the unit member's position.

27.12.1 The District may pre-approve credits that do not meet the above, if the unit member and the District determine that the course will enhance the quality of instruction and will be of benefit to the District and the unit member.

27.13 Unit members requesting to move to a new column must file such requests with the District office no later than February 1st of each year for movement in the next school year. Supporting records or transcripts verifying units of study that are to apply toward such a reclassification must be filed with the District office no later than September 1st of the ensuing year. If the unit member is unable to submit supporting records or transcripts verifying units of study which are to apply toward reclassification, official notices in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification, which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The unit member shall provide the official transcript or affidavit to the District office as soon as it becomes available.

ARTICLE X – Concerted Activities

Delete entire article and replace with the following:

- 10.1 During the term of this Agreement, the Association, together with their officers, agents, and members will not engage in and/or sanction any strike, work stoppages, or any other concerted activity that would interfere with the performance of unit members' mandatory duties, including strikes and work stoppages related to sympathy with another group of employees.
- 10.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward encouraging all employees to do so. In the event that Association members participate in such activities in violation of this provision, the Association will notify those members so engaged to cease and desist from such activities and will advise the members to return to their normal duties.
- 10.3 The provisions of this Article are not arbitrable.

ARTICLE XXXI – Term

- 31.1 This Agreement shall be for a three (3) year period from July 1, 2023 through June 30, 2026.

Rachel Z. Halenquist 5-16-23
Cassie Z. Staten 5-16-23

RS

Mark West Union School District
Counter Proposal A-3 - 2022-23 for Basis of 2023-24 and Future Increases

186 days

	Col A	Col B	Col C	Col D
Step	BA	BA + 45	BA + 60	BA + 75
1	66,013	68,657	74,137	77,344
2	67,877	70,582	76,464	79,664
3	69,734	72,914	78,793	82,054
4	71,593	75,044	81,119	84,516
5	73,461	77,172	83,533	87,051
6	75,322	79,301	85,775	89,663
7	77,181	81,425	88,101	91,987
8	79,043	83,550	90,433	94,419
9	80,909	85,679	92,756	96,849
10		87,808	95,087	99,281
11			96,414	100,668
12			97,687	101,997
13			98,976	103,343
14			100,283	104,707
15			101,606	106,089
16			102,948	107,490
17			104,307	108,909
18			105,683	110,346
19			107,078	111,803
20			108,492	113,279
21			109,924	114,774
22			111,375	116,289

Add \$1,100.00 for Masters Degree

Add \$1,100.00 for Doctorate

0.1

Mark West Union School District

2022-2023 Psychologist-SLP Salary Schedule

Based on 190 days per Year

	Annual	Daily rate
Step 1	\$ 92,533	\$ 487.02
Step 2	\$ 95,310	\$ 501.63
Step 3	\$ 98,173	\$ 516.70
Step 4	\$ 101,114	\$ 532.18
Step 5	\$ 104,150	\$ 548.16
Step 6	\$ 107,275	\$ 564.61
Step 7	\$ 110,490	\$ 581.53
Step 8	\$ 113,808	\$ 598.99
Step 9	\$ 117,223	\$ 616.96
Step 10	\$ 120,737	\$ 635.46

Add \$1,100.00 for Masters Degree
Add \$1,100.00 for Doctorate

21)

Mark West Union School District
Counselor Salary Schedule
Counter Proposal C-3 - 2022-23 for Basis of 2023-24 and Future Increases

190 days

Step	Col A BA + 30	Col B BA + 45	Col C BA + 60	Col D BA + 75
1	67,432	70,134	75,731	79,006
2	69,338	72,101	78,110	81,377
3	71,233	74,481	80,487	83,818
4	73,133	76,657	82,863	86,332
5	75,041	78,831	85,330	88,922
6	76,942	81,006	87,621	91,590
7	78,841	83,175	89,995	93,965
8	80,743	85,347	92,378	96,450
9	82,648	87,521	94,751	98,931
10		89,696	97,133	101,415
11			98,488	102,832
12			99,788	104,190
13			101,106	105,565
14			102,440	106,958
15			103,792	108,370
16			105,162	109,801
17			106,551	111,250
18			107,957	112,719
19			109,382	114,206
20			110,826	115,714
21			112,289	117,241
22			113,771	118,789

Add \$1,100.00 for Masters Degree
Add \$1,100.00 for Doctorate

Tentative Agreement

March 14, 2023

Article 13 – Hours of Employment

[Language not identified below to remain status quo]

13.1 Elementary

...

13.1.9 To the extent that the District provides music, library and computer skills instruction with the use of staff other than the regular classroom teacher, and the regular teacher is not required to be with his/her class during such instructions, such time may be utilized as preparation time by the regular classroom teacher. **This preparation time shall be started as early as possible in the school year, and not later than the third week of school. In addition, it will extend until the week before school concludes.**

...

13.1.13 Unit members shall score all benchmark assessments **and writing assessments**. The District will provide assistance to unit members in scoring the required benchmark assessments **and writing assessments** given within the school year through release time for the following grade spans:

13.1.13.1 Grades TK-K – 1 day, 3 times per year

13.1.13.2 Grades 1-3 – 1 day, 3 times per year

13.1.13.3 Grades 4-6 – 1.5 full day, 3 times per year

13.1.13.4 Release time shall be on schedule by mutual agreement with the site administrator, **and the unit member must remain in-district. and shall not be on a Monday or Friday.**

...

13.2 Middle School

...

~~13.2.8 Extra duty pay shall be paid to the Music and Drama teachers for two performances each per year at a rate of \$100.00 per performance.~~

13.2.9 Unit members shall not be required to provide medical and/or physical care for any student including, but not limited to student feeding, toileting, moving or diabetes testing.

13.2.10 Unit members shall not be required to participate in overnight activities.
(See Article XXVII section 27.3)

13.2.11 Unit members shall score all benchmark assessments **and writing assessments** twice annually. The Charter will provide assistance to unit members in scoring the required benchmark assessments given within the school year through release time, as follows:

13.2.11.1 Grades 7-8 – 1.5 full day, 3 times per year

13.2.11.2 Release time shall be scheduled by mutual agreement with the site administrator, **and the unit member must remain in-district. , and shall not be on a Monday or Friday.**

Rachel Z. Halengut 3/14/23
Carrie Z. Sforza 4/11/23

Tentative Agreement
April 11, 2023
Article 14

[Any language not addressed below to remain the same]

14.5 Industrial Accident/Illness Leave

...

~~14.5.6 Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.~~

...

14.3 Personal Necessity Leave

...

14.3.1.9 Personal necessity leave may be granted for the mental and behavioral health of the employee.

...

14.5 Industrial Accident/Illness Leave

...

~~14.5.6 Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.~~

...

14.8 Extended Leave

...

14.8.4 Absent extenuating circumstances, failure to notify the District of intended return shall be considered abandonment of position.

...

14.9 Pregnancy Disability Leave

14.9.1 Definition: Pregnancy Disability Leave is sick-leave available to an employee who is disabled and due to pregnancy, childbirth, or related medical condition. **Pregnancy disability is determined by the unit member's medical provider and leave may include suffering from be based upon severe "morning sickness" or the needs to take time off for prenatal or postnatal care, bed rest, gestational**

diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition. ~~The employee must return to work not later than the beginning of the week following the physician's verification that the employee is released to return to duty.~~

...

14.9.3 ~~This leave is not intended to provide for periods of rest prior to or following childbirth or for childcare.~~ At least four (4) ~~months~~ 12 weeks prior to the expected birth of the child, the employee shall notify the District of the expected date of birth. An employee may continue work until the onset of physical disability as verified in writing by the employee's health care provider.

14.9.4 Lactation Accommodation: Employees have a right to reasonable break time to express milk in private, as set forth in Board Policy 4033. Employees who require lactation accommodations should discuss the need for an accommodation with their immediate supervisor. The District will provide a private lactation space, which may be the place where the employee normally works, and which shall be: safe, clean, and contain a surface to place a breast pump and personal items, contain a place to sit, and have access to electricity or alternative devices (such as extension cords or charging stations). The space shall be free from intrusion and in close proximity to the employee work area, and shall not be a bathroom stall. The District will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workplace (or another cooling device suitable for storing milk).

...

14.14 Personal Business Leave

...

14.14.1 A unit member shall be entitled to use seven (7) of the seven (7) days provided under personal necessity leave for any purpose which such unit member deems sufficiently important to absent ~~himself~~ **themselves** from ~~his~~ **their** duties. A unit member shall notify **their** principal at least twenty-four (24) hours in advance of taking such leave, unless an emergency makes such notification impossible. ~~In no event, however, shall a~~ **A unit member shall not be required either to secure permission before utilizing such leave or to explain the purposes for which such leave was used for absences of three consecutive days or less. Unit members may use personal business leave of more than three consecutive days with approval of their administrator.**

14.14.2 Personal Business days shall not be used to ~~extend holidays or to take a period of vacation during the instructional year. However, a unit member may utilize a~~

~~Personal Business day that immediately precedes or follows a holiday for reasons that are consistent with the permissible use of such leave.~~

14.14.3 A unit member suspected of abusing the use of personal business leave may be required to explain the purpose of which such leave was used, and may be subject to disciplinary action if found to have abused leave.

...

14.18 Parental/Child Bonding Leave

...

14.18.3 Eligible unit members may request and be approved for up to twelve (12) work weeks of leave for child bonding. During this approved leave the employee must use all available and accumulated sick leave. Upon exhaustion of accumulated sick leave, the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received, however in no event will the employee receive less than 50% of their regular salary. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay. Time spent on a paid leave counts as service towards step advancement and the employee earns all benefits due to him/her as a regularly employed individual.

~~14.18.4 If both parents are employees of the District, both shall be entitled to this leave up to a cumulative 12 weeks unless the law requires more.~~

...

14.20 Family Care and Medical Leave

14.20.1 Each unit member shall be entitled to unpaid family care and medical leave pursuant to Federal and State regulations. Such leave is for a maximum of twelve (12) weeks and can be utilized for caring for the unit member's child, parent, or spouse with a serious health condition, for the unit member's own serious health condition or for the birth, adoption, or foster care of the unit member's child. However, if a school year term ends before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year pursuant to 44977.5 Section 2 of California Education Code. During the period of family care and medical leave, the District shall provide the same level of health and welfare benefits contributions as if the unit member were in paid status. The District shall comply with all components of California Education Code Section 44977.5.

...

14.24 Return from Leave

14.24.1 A teacher returning from a paid or unpaid leave shall return to the same or similar position which he/she held prior to the commencement of the leave **without decrease in rate of compensation or loss of promotional opportunities.**

14.25 Leave to Participate in School Activities (Labor Code Section 230.8)

14.25.1 A unit member take up to forty (40) hours of leave, either unpaid or using their personal necessity leave in 14.3, each school year for either of the following child-related activities:

14.25.1.1 To find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of their child, if the unit member, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this subparagraph shall not exceed eight (8) hours in any calendar month of the year.

14.25.1.2 To address a child care provider or school emergency, if the employee gives notice to the employer.

14.25.2 If both parents work for the District at the same worksite, the District may, based on District need, approve only the first parent to request the time off in the event that both parents request the time off.

For the District:

Rachael D. Valenzuela
4-11-23

For MARFAC:

Carrie Z. Stalo
4-11-23

11:10

District Counter Proposal

February 17, 2023

Article 15 – Class Size

- 15.1 The goal of the District is to provide a class with no more than twenty-seven (27) students in any one classroom, in grades 4, 5, 6, 7 and 8. In order to maintain its Grade Span Adjustment (GSA) funding under the Local Control Funding Formula (LCFF) the District is required to maintain a class size average at each school site of no more than twenty-four (24) students in grades TK-3. In the event that newly enrolled students cause the District to be unable to comply with the 24:1 average maximum across the TK-3 grade span or 27:1 maximum the 4-8 grade span at a particular school site, ~~a compensatory supplemental amount of \$15.00/day per student for each day the student is enrolled shall be paid to the member.~~ the District may exceed the maximum at that school site until the end of the school year. The District shall notify MARFAC in the event it is necessary to exercise this option.
- 15.2 The goal of the District is to have no more than a three student differential between classes at a grade level at each site.
- 15.3 If the class size average at one school site reaches twenty-four (24) in grades TK through 3 or twenty-seven (27) in grades 4 through 8, every effort will be made to assign new enrollees to another site.
- 15.4 The goal of the District is to provide an aide for each unit member. Aides may be provided at the discretion of the District. Special consideration shall be given to grades TK-1 when apportioning aide time.
- 15.5 Additional aide time shall be provided upon request when the number of pupils reaches over twenty-four (24) in grades TK-3 or over twenty-seven (27) in grades 4-8 in any classroom. The District has the sole discretion to keep the aide if the class size drops below twenty-four (24) in grades TK-3 or over twenty-seven (27) in grades 4-8.
- 15.6 A unit member may choose to decline the assistance of an aide unless an aide is required as a condition of Federal/State categorical funding requirements.
- 15.7 The parties recognize that careful consideration must be given to the establishment of combination classes and the assignment of students to such classes. Whether such classes are created before or after school starts, all affected unit members will be consulted.
- 15.8 The Resource Specialist caseload of IEP identified students will not exceed 28 students. ~~If this case load is exceeded, a compensatory supplemental amount of \$15.00/day per student for each day the student is enrolled shall be paid to the member.~~

Rachel D. Halenjuer 2/17/23
Carmie Z 8/2 2/17/23

Tentative Agreement

April 11, 2023

Article XVII—Certificated Employee Evaluations

The District and MARFAC agree that the Article to remain as status quo, and also agree to form a joint committee for the purposes of creating an evaluation form for unit members who are not classroom teachers. Such form shall be added to this Agreement during successor negotiations.

ARTICLE XXVIII—Days of Employment

28.1 The work year shall be one hundred eighty (180) teaching days plus six (6) non-instructional work days all of which shall be paid on the Certificated Teacher Salary Schedule.

28.2 The work year for School Psychologists and Speech-Language Pathologists shall be one hundred and ninety (190) days, all of which shall be paid on the School Psychologist/Speech Language Pathologist Salary Schedule.

Article XXX – Peer Assistance and Review

The District and MARFAC agree to remove this Article and renumber the subsequent Article.

For the District:

Rachel H. Halengeth
4-11-23

For MARFAC:

Carrie Z. Staten
4-11-23

~~District Counter-Proposal~~ TA

Article 29

April 11, 2023

Article 29 - Special Education

29.1 Any unit member who will be assigned a student with an IEP shall receive notification at the earliest opportunity.

29.2 As deemed appropriate by the IEP Team or per agreement between the Special Education Director and teacher, appropriate training shall be provided to general education teachers regarding their obligations to implement IEPs.

29.3 A minimum of four (4) days of release time per school year shall be allocated to the general education classroom teacher assigned a student with an IEP that provides for a one-on-one Temporary Support Assistant, with additional days to be determined by the IEP Team, to provide for such things as training, collaboration/team meetings, planning time including planning with the Temporary Support Assistant, conferences related to student needs, or observation of model classrooms related to assigned student. A stipend of \$250 per year will be provided to the general education classroom teacher in support of the above.

Rachel Z. Halengren
4/11/23

Carrie Z. Stuten
4-11-23

May 22, 2023

MARFAC
c/o Carrie Staten, San Miguel School
5350 Faught Road
Santa Rosa, CA
95403 United States

To Whom It May Concern:

The following election results are certified by Simply Voting to have been securely processed and accurately tabulated by our independently managed service.

Respectfully yours,



Brian Lack
President
Simply Voting Inc.

Results - MARFAC 2023-2026 Contract Ratification

Start: 2023-05-19 19:30:00 America/Los_Angeles

End: 2023-05-22 17:00:00 America/Los_Angeles

Turnout: 54 (69.2%) of 78 electors voted in this ballot.

Do you approve the MARFAC Proposed Agreement for 2023-2026?

Option	Votes
Yes	54 (100.0%)
No	0 (0.0%)

VOTER SUMMARY

Total	54
Abstain	0 (0.0%)

