

# Article 1 - Recognition

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the "District," and United Teachers-Los Angeles, which together with its officers and representatives will be referred to in this Agreement as "UTLA." UTLA is affiliated with the California Teachers Association, California Federation of Teachers, National Education Association and the American Federation of Teachers/AFL-CIO. This Agreement is entered into under authority of Government Code Section 3540.1(h).

### ARTICLE I

#### RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes and regulations, UTLA has been certified as the exclusive representative for the following employees of the District:

Included: Certificated employees, except those excluded in Section 1.1, who are in the broad classification of Teacher; Instructor; Library Media Teacher; Counselor; Adviser; Audiologist; Audiometrist; Hygienist; Non-classroom Assignment, Preparation Table; Non-school Assignment, Preparation Table; Nurse; Optometrist; Psychologist; Social Worker; Teacher-Adviser; Teacher-Counselor; Therapist; or Driver Safety Instructor.

1.1 Excluded: All day-to-day substitutes who were paid for fewer than 100 days during the preceding school year; all part-time adult education teachers, including ROC/ROP and specially-funded adult education teachers, who are assigned for fewer than ten hours per week; all other certificated classifications not referred to in Section 1.0, including those in the classification or status of Chest Specialist, Counseling Assistant, Psychiatrist, School Dentist, School Physician and Teacher Assistant; all classified personnel; all unclassified personnel; all supervisory personnel; and all management and confidential employees as designated by the Board of Education.

2.0 Changes to the Unit: The parties agree that this represents the appropriate unit. It may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that the parties may file for a unit clarification proceeding involving this unit only when the District creates new classifications or substantially changes the responsibilities of an existing classification. Alleged violations of this Article are not subject to the grievance and arbitration procedures of Article V.

3.0 "Employee" Defined: Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader

sense to include employees as defined above plus all other persons utilized by the District to provide service

## ARTICLE II

### EFFECT OF AGREEMENT

1.0 Effect Upon Negotiations: By this Agreement, the parties resolve all outstanding bargaining issues between them, and jointly recognize full and complete performance and satisfaction of their bargaining duties except as expressly provided below. This Agreement completes negotiations between the District and UTLA for the term hereof and embodies their entire agreement and understanding. However, there shall be negotiations during the term of this Agreement as follows:

- a. Limited reopener negotiations and negotiations for a successor agreement pursuant to Article XXXII, Sections 3.0 and 4.0;
- b. Negotiations regarding the means of compliance with decisions or laws which have invalidated a portion of this Agreement as provided in Section 4.0 of this Article; and
- c. Any other subjects which UTLA and the District may mutually agree to negotiate.

1.1 Revisions to the Agreement: As a result of negotiations pursuant to Section 1.0 above, the District and UTLA may change or supplement any provisions of this Agreement by mutual written agreement; accordingly, no employee shall be deemed to have a vested right to retain any provision of this Agreement.

2.0 Effect Upon Individual Contracts: Any individual contract between the District and an employee dealing with services covered by this Agreement shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any terms inconsistent with this Agreement, then this Agreement shall be deemed controlling. However, as provided in Article XXXII, Section 5.0, this Agreement does not establish individual annual contracts.

3.0 Effect Upon District Policies and Rules: The District may determine and revise any of its policies, rules, regulations, or procedures. However, in the event of a conflict between the terms of this Agreement and any District policies, rules, regulations or procedures, the terms of this Agreement shall prevail.

4.0 Separability and Savings: If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement or the application of such provision 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. In such event, the District and UTLA shall, upon request of either party, commence negotiations regarding the means of compliance with such law or decision.

## ARTICLE III

### DISTRICT RIGHTS

1.0 General: The intention of this Article is to provide that the District retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the District beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of UTLA or the employees as provided in the other Articles of this Agreement. In the event that there is a conflict between the retained rights of the District under this Article and the rights of UTLA or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

2.0 Consultation Rights: Certain of the rights of the District set forth in this Article are subject to the consultation rights of UTLA under Section 3543.2 of the Government Code. This Article is not intended to limit such consultation rights.

3.0 Retained Rights: It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the right to determine, establish, change or discontinue, in whole or in part, temporarily or permanently, any of the following matters, subject only to the limitations set forth in the other Articles of this Agreement:

- a. The legal, operational, geographical, and organizational structure of the District, including the division of authority, organizational divisions and sub-divisions, and external and internal boundaries of the District;
- b. The sources and amounts of financial support, including compliance with any requirements imposed by law or by funding sources;
- c. All budgetary matters and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures and budget items that are expressly required by the terms of this Agreement;
- d. The number and location of any District-owned or controlled properties, buildings, facilities, equipment, and other improvements; the utilization of same, and the functions and services to be performed at each of same;
- e. The classes to be taught and the other duties and services to be rendered by District personnel to students and to the public, and the support services to be provided to employees and other District personnel; and the methods, personnel, and materials to be utilized in such services;
- f. Subject to the consultation rights of UTLA under Government Code Section 3543.2, determine the educational policies, objectives, standards, and programs, including but not limited

to those relating to curriculum, textbook selection, educational equipment and supplies, admissions, attendance, student assignments, grade level advancement, student guidance, student testing, student integration, student conduct and discipline (subject to Article XXIV), food services, student transportation, and the type of extracurricular and co-curricular activities;

g. Subject to limitations in other Articles of this Agreement, to select, hire, grant contracts of employment, classify, assign, promote, demote, discipline, suspend, place on involuntary leave, terminate, and retire any personnel of the District;

h. Subject to State credentialing requirements, assign personnel to any location (subject to Article XI - Transfers) and also to any facilities, classrooms, duties, academic subject matters, grade levels, and departments;

i. Subject to Article XVIII - Class Size, determine the number of employees, and whether and where there is a vacant position;

j. Subject to Article IX - Hours, determine the dates, times and hours of operation of any District facility, function, or activity; and

k. Subject to Article XXVIII - Safety, determine safety and security measures and rules for students, employees, the public, properties, facilities, and equipment.

4.0 Effect on Grievance Procedure: The contractual rights of UTLA and the employees are set forth in the other Articles of this Agreement, and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article, except under Section 2.0 hereof.

## ARTICLE IV

### UTLA RIGHTS

1.0 Access: Any authorized UTLA representative shall have the right of reasonable access to District facilities, including teacher mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. The representatives shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: UTLA shall have the right to post notices UTLA official matters on a bulletin board or a section of a bulletin board established for UTLA's exclusive use at each work site where employees are assigned.

3.0 Distribution of Material: Pursuant to United States Postal laws, the school mail is not available for distribution of UTLA material. Material or literature distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of law.

4.0 Released Time for Negotiations: Up to seven negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with the District pursuant to Article II, Section 1.0. UTLA and the District may agree that additional employees shall receive such released time.

5.0 Organizational Leave: A maximum of seven elected officers of UTLA shall, upon request of both UTLA and the employee, be placed on leave of absence for a period of one semester or more.

6.0 Released Time at UTLA Expense: UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Staff Relations and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the

District at the base rate for substitutes (see Article XIX) or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.

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

8.0 UTLA Chapter Chairpersons: At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair (see also Section 8.3). In year-round schools UTLA may also designate one employee to serve as Chapter Chair during the periods of time when the Chapter Chair is off-track. To facilitate communication, they shall meet together with the site administrator whenever reasonably possible. At the school sites the UTLA Chapter Chair is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and the District. The Chapter Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

a. Upon request of an employee, have the right to represent the employee in grievance meetings as expressly provided in Article V, Section 2.0, and in meetings relating to discipline as expressly provided in Article X, Section 11.0 e.

b. When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed;

c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;

d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.

e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;

f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).

g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.

h. Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;

i. Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.

j. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Education and UTLA), when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty;

k. Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair; and

l. Have the rights set forth in Article XXVII - Shared Decision Making and School-Based Management.

8.1 Released Time for Chapter Chairs:

a. Released time from non-instructional duties shall be provided to a Chapter Chair if the following conditions are met: a secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved. The proposed plan is to provide for the Chapter Chair to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties as referred to above are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties. In addition, chapter chairpersons at elementary schools shall be released from instructional duties when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.

b. A proposed plan may also permit release of the Chapter Chair from instructional duties subject to the following additional conditions:

(1) Such release is limited at the secondary level to one instructional period daily, and at the elementary level to an established shared instructional period (Physical Education or Music); and

(2) The proposal is separately approved by the specific teachers whose workload will be directly affected by the operation of the plan, voting in a separate election.

c. Regarding paragraphs a and b, a majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority requests a new election, or unless a new Chapter Chair is designated. The Chapter Chair may be assigned duties during this released time, in emergency situations.

4. Site-based eight hour chapter chairperson may, with prior

approval of the site administrator and when their duties reasonably permit, alter their work schedule by reporting to work not to exceed 30 minutes early, and leaving work not to exceed a corresponding 30 minutes early, for the purpose of attending UTLA Area and House meetings.

8.2 With regard to local site decisions which are reflected in documents forwarded to regional or central offices (e.g., Chapter 1 budgets, changes in daily school schedules, and changes in school calendar such as year-round school plans) the following procedures shall apply:

a. Written disclosure to the faculty of the proposed plan or change, with at least five (5) days of review time provided, except in emergencies;

b. The Chapter Chair shall have the right to consult with the administrator regarding the content of the document;

c. If the document provides for a faculty signature, the Chapter Chair or designee of the Chapter Chair shall determine whether the document will be signed;

d. The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.

Exempt from the above procedures are personal matters, confidential matters, and other matters which do not generally involve changes in the basic working conditions of the entire faculty.

8.3 The District shall recognize one Chapter Chair District-wide for each major employment category which is non-school based (one each for School Psychologists, PSA Counselors, Nurses, Itinerant Special Education personnel, Non-Public School personnel and one for all other miscellaneous classifications combined). Substitutes shall have three Chapter Chairs, one for each of the three (3) calling areas. Activities of these new Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d.

9.0 Committee Appointments: If the District decides that unit members are to be invited to serve on any District-wide committee, it shall notify UTLA and specify the background and experience required. UTLA shall then have the right to designate one-half of such employee representatives, and to replace those appointees.

10.0 Meetings: Participants in any administrative Region-wide or District-wide meetings of employee representatives other than UTLA designates, called or sponsored by the District, shall not discuss interpretations of the Agreement, proposed changes to the Agreement, or alleged violations of the Agreement.

11.0 Recruiting Table: The District shall provide UTLA space for a recruiting table adjacent to the central Personnel Office at a location which is readily accessible to employment applicants and new hires, subject to Fire Marshal directives.

## ARTICLE V

### GRIEVANCE PROCEDURE

1.0 Grievance and Parties Defined: A grievance is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as defined may be filed by the affected employee or by UTLA on its own behalf or on behalf of an individual employee or group of employees where the claims are similar. On filing a grievance on behalf of a group, UTLA need not specify the names of the employees, but must describe the group so that the District has notice of the nature and scope of the claim.



1.1 All matters and disputes which do not fall within the above definition of a grievance are excluded from this procedure, including but not limited to those matters for which other methods of adjustment are provided, such as reductions in force and dismissals. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination), are to be handled under appropriate statutory and/or judicial procedures rather than under this grievance procedure; however, claims of discrimination based upon UTLA affiliation are subject to this grievance procedure.

1.2 If the same or essentially the same grievance is filed by more than one employee, then one grievant may process the grievance under this Article on behalf of the other involved grievants. The final determination shall apply to all such grievants.

1.3 The respondent in any grievance shall be the District itself rather than any individual administrator.

1.4 Unless the parties mutually agree to the contrary, the filing or pendency of a grievance shall not delay or interfere with any District action while the grievance is being processed. By the same token, if it is later determined that the grievance is meritorious, nothing in the foregoing sentence shall preclude remedial relief covering the period during which the grievance was being processed, including the applicable portion of the 15-day period preceding the filing of the grievance. See also Article XIV, Section 30.0.

1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of a defense that the matter is not arbitrable or should be denied for other reasons which do not go to the merits.

2.0 Representation Rights: At all grievance meetings under this Article, the grievant may be accompanied and/or represented by a UTLA representative. If not, the grievant may represent himself or herself, or be represented by any other person, so long as that person is not a representative of another employee organization. The administrator shall have the right to be accompanied by another administrator or District representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.

2.1 When a grievant is not represented by UTLA, the District shall promptly furnish to UTLA (in care of the Director of Grievance Processing) a copy of the grievance. If the grievance is withdrawn without a settlement, the District shall so notify UTLA. The District shall not agree to a final resolution of the grievance until UTLA has been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter.

3.0 Released Time For Employees and UTLA Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. Step One meetings will not be scheduled on released time except when it is convenient to do so during the preparation period of the involved employee(s). If a grievance meeting at Step Two or Arbitration is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary and with mileage

reimbursement, will be provided to the grievant, to a UTLA representative if one is to be present, and to any witness who attends by mutual agreement. For arbitration hearings the grievant, arbitration panel representatives and witnesses as required shall be afforded released time and mileage.

4.0 Confidentiality: In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is finally resolved, neither UTLA, the District nor the grievant shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparation for hearing.

4.1 If the grievant or UTLA violates the above confidentiality requirement, the grievance shall be dismissed with prejudice. If the District violates

the above confidentiality requirement, the grievance shall be deemed sustained, subject to a hearing limited to the issue of appropriate remedy.

5.0 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. The District shall respond, in writing, in a timely manner as provided in this Article. If the District fails to respond to the grievance in a timely manner at any step, the grievant has the option to proceed directly to the final step of this procedure (See Section 11.0). All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

6.0 "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal or school holidays.

7.0 Informal Conference/Intervention Process: Before filing a formal grievance, either one of the following alternative processes are available:

a. Informal Conference: Before filing a formal grievance, the employee is encouraged to make a reasonable attempt to resolve the dispute by means of an informal conference with the immediate administrator. However, the grievance must be filed within the time limits required under Step One, whether or not the employee has utilized these informal efforts.

b. Intervention Process: In select situations where either the District or UTLA believes that an informal pre-grievance conference(s) would be productive, either party may make such a request. This request must be submitted in writing within 15 days (as defined in Section 6.0) after the Grievant or UTLA knew or reasonably should have known of the occurrence of the facts upon which the dispute is based. The conference will then proceed if there is mutual agreement to do so. Attendance at the conference(s) shall be limited to the grievant, UTLA representative, the immediate administrator of the grievant, and a District representative, except where other persons are allowed to participate by mutual consent of the parties. The conference(s) shall be terminated (1) by successful resolution of the dispute, or (2) by written notification of the 15-day time limit for filing a formal grievance under Step One.

3. Dispute Resolution Panel: When a dispute arises relative to

assignments to class, track and/or coordinator positions, the affected teacher may invoke the Dispute Resolution Procedures found in Article IX, Section 6.1 (e) and (f) and in Article XXXI, Section 14.3.

8.0 Step One: A formal grievance must be filed within fifteen (15) days (as defined in Section 6.0) after the grievant or UTLA knew or reasonably should have known of the occurrence of the facts upon which the grievance is based. For example, the time limit for filing a grievance relating to a transfer begins to run when the employee receives written notice of the transfer order. It should be noted that there are shorter time limits required for filing grievances alleging violations of certain provisions of this Agreement, such as disciplinary suspensions under Article X and summer school assignments under Article XX. For claims of a payroll or other salary error, the 15 day time limit runs from discovery of the alleged error, but any recovery payment cannot relate back more than three years prior to the grievance filing.

8.1 The grievance must be presented in writing to the immediate administrator by completing the UTLA-District Grievance form. If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievant may initiate the grievance with the administrator who has such responsibility and authority.

8.2 A meeting between the grievant and the immediate administrator shall take place within five (5) days from presentation of the grievance. The administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Step One.

9.0 Step Two: If the grievance is not resolved at Step One, the grievant may, within five (5) days after the termination of Step One, present the grievance to the appropriate Superintendent, Division Head or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter. The administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Step Two. (Note: There are separate expedited time limits for handling grievances under Article XXVIII, Safety, Section 3.0)

11.0 Request for Arbitration: If the grievance is not settled in Step Two, UTLA, with the concurrence of the grievant, may submit the matter to arbitration by a written notice to the District's Office of Staff Relations within five (5) days after termination of Step Two.

12.0 Selection of Arbitrator: Within seven days of receipt of the request for arbitration, UTLA and the Office of Staff Relations shall meet to select an arbitrator to serve as Chairperson of the arbitration panel. The arbitrator shall be jointly selected by UTLA and the District, or shall be selected from the following list by alternatively striking names until one remains. UTLA and the District may by mutual written agreement revise the list.

1. Richard Anthony

7. Joe Henderson

12. Thomas Roberts

2. Howard Block

8. Geraldine Leshin

13. Paul Rothschild

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|-----------------------|----------------------|--------------------|
| 3. Thomas Christopher | 9. George Marshall   | 14. William Rule   |
| 4. Julius Draznin     | 10. Gerald Patterson | 15. Abraham Siegel |
| 5. Wayne Estes        | 11. Kenneth Perea    | 16. Louis Zigman   |
| 6. Joseph Gentile     |                      |                    |

If the arbitrator selected cannot be available for hearing within sixty days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty days. Once selected, the arbitrator shall serve as the Chairperson of a three-member arbitration panel, with the other two members to be appointed directly by the District and UTLA respectively. All decisions and rulings will be made by majority decision of the panel.

13.0 Optional Preliminary Hearing on Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, untimeliness, matter beyond scope of procedure, or breach of confidentiality provisions) the District may cause its claim to be heard and ruled upon by the panel prior to a hearing on the merits. If UTLA claims that the grievance should be sustained because the District has allegedly violated the confidentiality provisions, it also may invoke proceedings under this Section. If either party plans to invoke this separate preliminary hearing it shall so advise the other party prior to selection of the arbitrator. Immediately after selection for the preliminary hearing, either UTLA or the District may require that a different arbitrator be selected to hear the merits.

13.1 There shall be at least fifteen days between the panel's decision on the preliminary matter(s) and any hearing on the merits (or on remedy in the case of a breach of confidentiality claim raised by UTLA).

13.2 The preliminary hearing is optional to the party having the right to invoke it. If not utilized, the party shall not be precluded from raising its arbitrability defenses (or breach of confidentiality claim) at the regular hearing, provided that it gives the other party ten days' notice of its intention to do so. Moreover, both UTLA and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

14.0 Scheduling Hearings and Decisions: A hearing shall be scheduled within sixty days from selection of the arbitrator, but shall not be scheduled during the summer or off-track time except by mutual agreement. The decision shall be issued within thirty calendar days after final submission of the case. Arbitrators who fail to meet this deadline for decision shall, unless the parties have mutually extended the deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

15.0 Expedited Proceedings: Grievances which have been processed through the required steps and which involve primarily issues of fact, such as below standard evaluations or notices of

unsatisfactory service, shall be submitted to expedited arbitration. However, either the District or UTLA may require any such grievance to be submitted to regular arbitration rather than expedited arbitration. Expedited arbitration will involve a hearing within ten (10) days following selection of the arbitrator, with no transcript, stenographic services or briefs, and a summary letter award to be issued within five (5) days of the close of hearing. Expedited cases shall in all other respects conform to the provisions of this Article.

16.0 Documents and Witness Lists: Either party may request from the other the production, review and right to copy non-confidential documents relevant to the grievance. If the other party disputes the request, the arbitrators shall determine the issue. The parties shall also, at least five (5) days prior to the first hearing date, exchange lists of intended witnesses.

17.0 Conduct of Hearings: Hearings shall be conducted in accordance with the procedures contained in Government Code Section 11513. Hearing sessions shall be private with attendance limited to the panel, the parties' representatives, and witnesses as scheduled. In cases involving administrative transfers, evaluations of Below Standard Performance, issuance of Notices of Unsatisfactory Service or Act, or critical material which has been placed in an employee's file under Article X, Section 9.0, the District shall proceed first in providing evidence.

18.0 Limitations Upon Arbitrators: The arbitration panel shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance and if so what the remedy should be within the meaning of the Agreement. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or detracting) of the terms of this Agreement. The arbitration panel shall have no power to render an award on any grievance arising after the termination or expiration of this Agreement.

19.0 Effect of Arbitration Award: The arbitration panel's decision shall be final and binding upon the grievant(s), the District and UTLA. The California law on final and binding arbitration awards between a school district and an employee organization shall be applicable to such a decision.

19.1 A final and binding award which determined the merits of a dispute shall be conclusive on the grievant(s) the District and UTLA in any subsequent proceedings, including disciplinary and termination proceedings.

19.2 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and UTLA's sole and final remedy for any claimed breach of this Agreement.

20.0 Expenses: All fees and expenses of the arbitrator shall be shared equally by UTLA and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

21.0 Grievance Files: The District's Office of Staff Relations shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so.

22.0 No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

23.0 Special Grievance Procedure for Non-Unit Members: The District shall make a grievance procedure available to part-time Adult Education teachers who are assigned fewer than 10 hours per week and to day-to-day substitutes who were paid for fewer than 100 days during the preceding year. A grievance under this special procedure shall be defined as a formal written statement alleging a violation of a specific Board Rule or administrative regulation of the District on the subject of wages, hours of employment or safety conditions, and that by reason of such alleged violation, the employee's rights have been adversely affected.

23.1 The filing or pendency of a grievance under this procedure shall not delay or interfere with implementation of any District action during the processing thereof.

23.2 The rules and procedures specified in Article V, Sections 3.0 through 12.0, 14.0, 16.0, 17.0, 18.0, 20.0, 21.0 and 22.0 shall be applicable to this procedure.

23.3 The arbitrator's decision under this procedure shall be advisory to the Deputy Superintendent or designee whose decision shall be final and binding. This grievance procedure is to be the non-unit member's sole and final remedy for any claimed breach of Board rules or regulations within the scope of the procedure.

## ARTICLE V-A

### ALTERNATE SCHOOL BASED MANAGEMENT GRIEVANCE PROCEDURE

#### 1.0 General:

1.1 Each approved School Based Management Plan is binding policy upon all persons at the site. A Plan cannot adversely affect other schools, or deprive persons at other locations of their rights under law, under contract, or under District rules, policies or directives.

1.2 As to enforcement of the above provisions, it is agreed that the regular contract grievance procedure, while generally effective for other purposes, has many limitations as applied to SBM Plans. The regular grievance procedure is limited to claimed violations of the collective bargaining contract (plus those parts of the SBM which are substitutes for "waived" provisions of the contract), and does not cover many of the issues dealt with in the various SBM Plans. The Alternate Grievance Procedure is being made available to deal in an expeditious manner with problems that may arise involving SBM Plans.

1.3 If adopted by a school, the Alternate Grievance Procedure will apply only to problems which arise in the implementation of the SBM Plans, and the regular grievance procedure will continue in effect except for School Based Management issues.

1.4 SBM Schools which decline participation in the Alternate Grievance Procedure will be allowed to process grievances, but only under the limitations described in Section 1.2 above. SBM School Leadership Councils are to discuss this matter under their procedures, and decide approval or disapproval as soon as possible.

2.0 Scope: For SBM schools which have decided to adopt this Alternate Grievance Procedure, the following disputes are to be placed before a four-member Alternate Grievance Panel:

a. A certificated employee at this school claims that the school (including the school administration and/or the school's Council) is not complying with the school's own School Based Management Plan, or is not complying with the school's own procedures in administering the Plan; or

b. A certificated employee, not assigned to this location, claims that implementation of this school's School Based Management Plan violates the employee's rights under the District/UTLA Agreement, or under District rules, policies or directives.

3.0 Procedures: Before making a formal complaint, an informal meeting must be requested by the complainant within three (3) days after the complainant knew or should have known of the occurrence of the event(s) upon which the complaint was based. This informal meeting shall be scheduled within three (3) days of the complainant's request with the party(ies) who have the authority to grant the remedy. A good faith effort shall be made to resolve the matter.

3.1 If the complaint is not settled at the informal level, then within three days the complainant must file a formal written complaint in letter form with the principal and forward copies to the Office of Staff Relations and UTLA.

3.2 An Alternate Grievance Panel, composed of two bargaining unit members selected by the UTLA Chapter Chair with the approval of the grievant, and two District appointees, shall be convened within five days after receipt of the formal complaint to make a final decision. A chair-person for the meetings of the panel shall be selected by the panel members, but other panel members shall have equal authority in all respects.

3.3 The Alternate Grievance Panel shall be conducted more as an investigation than an adversarial trial. The panel shall meet without the presence or interference of other sources of authority at the school or elsewhere. There shall be no representatives or counsels present. It shall have the power to subpoena District employees and relevant documents and authority to investigate and decide the claim. Witnesses shall be sworn in and sequestered. Only the Panel may question witnesses.

3.4 The panel's decision shall be in writing, final and binding. It shall then determine whether it is practicable for the decision to be implemented immediately; or if not, then in the following semester.

4.0 Election and Staffing Disputes: The above procedures shall also be applicable to claimed violations regarding election of Deans and Coordinators (see Article XXXI, 14.0 - 14.5) and Staffing in Elementary Schools (see Article IX, Section 6.1 c (2)).

## ARTICLE VI

### WORK STOPPAGE

1.0 Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, UTLA agrees to the following:

a. Neither UTLA nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage during the term of this Agreement. In the event of any actual or threatened strike, slowdown or other work stoppage, UTLA and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same; and

b. Any employee engaging in any strike, slowdown, or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law.

1.1 Disputes arising under this Article are to be handled according to appropriate judicial proceedings rather than the grievance procedures of Article V.

## ARTICLE VII

### NON-DISCRIMINATION

1.0 Pursuant to applicable Federal and State laws, the District and UTLA agree not to discriminate against any employee based upon race, color, religion, creed, national origin, gender, age, marital status, sexual orientation, disability, or political or UTLA affiliation, and to have due regard for employees' privacy and constitutional rights as citizens.

## ARTICLE VIII

### DUES DEDUCTIONS

1.0 Voluntary Authorizations: The District shall deduct UTLA dues from the salary of each employee who has submitted a written authorization. Such an authorization shall continue in effect unless revoked in writing by the employee. Such revocation shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday. The



District shall deduct one-twelfth (1/12) of such annual dues from each regular salary warrant which contains sufficient funds to cover the deductions.

1.1 If the District's withholdings from an employee's salary in any payroll period are insufficient to meet the amount authorized by the employee for the UTLA dues or UTLA-sponsored insurance, the District shall make an appropriate adjustment on a subsequent pay warrant. UTLA agrees to hold the District harmless against any claims or liabilities arising out of any such adjustments.

2.0 Remitted to UTLA: A deposit approximating the amount of dues so deducted shall be remitted to UTLA on payday, and the reconciled amount will be supplied to UTLA within 30 days after the deductions are made, together with a list of affected employees.

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

4.0 Agency Fee/Dues Obligation: "Commencing within thirty (30) days of employees initial employment, throughout the term of this Agreement, each employee (as defined in Article I of this Agreement) is required as a condition of continued employment either: (a) to be a member in good standing of UTLA, or (b) to satisfy the agency fee financial obligations set forth in Section 4.1 below, unless qualified for religious exemption as set forth in Section 4.2 below. Newly hired bargaining members shall have deductions for dues or agency fee made on the first warrant received from the District. If this warrant covers several pay periods a deduction shall be made for each pay period.

4.1 Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to UTLA as evidenced by notice of same by UTLA to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 4.2 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to UTLA. The amount of agency fee to be charged shall be determined by UTLA, subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, initiation fee and general assessments applicable to UTLA members. As to non-members who object to UTLA spending their agency fees on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent provided by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. UTLA shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge UTLA's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement

procedures under this Agreement. The District will promptly remit to UTLA all monies deducted, accompanied by a list of employees for whom such deductions have been made.

#### 4.2 Religious Exemption from Agency Fee Obligations:

a. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a nonreligious, nonlabor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as designated by the employee. Board of Education approved examples of such organizations are: United Way, United Negro College Fund, and Brotherhood Crusade.

b. To qualify for the religious exemption, the employee must provide the District, with a copy to UTLA, a written statement of objection,

along with verifiable evidence of membership in a religious body as described in a. above.

c. Any employee utilizing this religious exemption status, who requests UTLA to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by UTLA for the reasonable cost of using such procedures.

4.3 Implementation dates: Any of the above-described payment obligations applicable to employees shall be processed by the District with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll Branch by the deadline for filing time reports.

4.5 Indemnity/Hold-Harmless: UTLA agrees to indemnify and hold the District harmless against any and all liabilities, (including reasonable and necessary costs of litigation), arising from any and all claims, demands, suits, or other actions relating to the District's compliance or attempted compliance with either this Article or the requests of UTLA pursuant to this Article, or relating to the conduct of UTLA in administering this Article. UTLA shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall District funds be involved in any remedy relating in this Article. Any underpayments to UTLA resulting from the District's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayments to UTLA resulting from excessive deductions shall be remedied either by refund from UTLA to the affected employee(s) or by a credit against future payments by the affected employee(s).

4.6 The District will furnish any information needed by UTLA to fulfill the provisions of this Article.

## ARTICLE IX

### HOURS, DUTIES, AND WORK YEAR

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

2.0 Sign-in and Sign-out: All employees shall, upon each arrival to and departure from their assigned work location, enter their initials on a form provided by the District. Itinerant employees serving less than a full day at a work location and Early Education Center employees shall also enter the correct time as part of their sign-in and sign-out.

3.0 Minimum On-Site Obligation: It is understood that all full-time classroom teachers at a particular school or center (excluding those in the Division of Adult and Career Education) shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment and starting times.

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

<u>Grades</u>	<u>Before Instructional Day</u>		<u>After Instructional Day</u>		<u>Weekly Average Teacher Instructional Minutes (a)</u>	
	180	163	180	163	180	163
<u>Pre K</u>	30	30	10	10	According to program requirements	
<u>Kindergarten</u>	30	30	10	10	1550 (b)	1715
<u>1 - 5/6</u>	20	19(c)	10	10(c)	1550	1715
<u>6 - 12</u>	6	5 or 4 (d)	6	4 or 5(d)	1550	1715

Elementary grades K - 5 instructional time is exclusive of teacher break (recess) and lunch. Secondary instructional time is inclusive of passing periods and exclusive of the preparation period, lunch and nutrition periods.

(a) Indicates the number of minutes on a weekly average. Daily minutes will vary due to professional development and early student release on Tuesday.

(b) Kindergarten instructional time daily instructional time daily instructional time includes 200/221 minutes of instructional time and 110/122 minutes of instructional support.

(c) Elementary - for 180 day calendar schools, the total preparation time is 30 minutes. At 163 day calendar day schools, the total preparation time is 29 minutes. Preparation time minutes shall be divided between a.m. and p.m. at local school site discretion.

(d) For 180 day calendar schools, teachers shall be at their assigned duty station at least six (6) minutes before the first daily class or other assignment begins and shall remain at their assigned duty station at least 5/6 minutes after the last class or other scheduled period of work ends.

3.2 Full-time Early Education Center teachers are to have a daily on-site obligation of eight hours, although it is understood that split shifts are permitted. Also, it is understood that assignments need not be limited to one location. (See also Article XXIII, Early Education Centers)

3.3 Adult education employees shall be at their assigned duty station at least ten (10) minutes before the first daily class or other assignment begins, shall remain at their assigned duty station at least ten (10) minutes after the last class or other scheduled period of work ends and shall also remain on-site beyond the minimum on-site hours as reasonably necessary to perform duties described in Section 4.0, below.

3.4 The following provisions apply to non-classroom teachers. For purposes of this Article, the term "non-classroom teacher" refers to those full-time employees whose classroom teaching assignment, if any, is fewer than three periods per day in secondary, or less than half-time in elementary.

a. Library media teachers shall have a scheduled minimum on-site obligation of sufficient duration that they can personally keep the library open to students one-half hour before and after the normal full pupil day for the school.

b. All employees paid on the Special Services Salary Table, including but not limited to psychologists, PSA counselors, and audiologists, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator.

c. Also subject to the hours and duties provisions of subsection b are non-classroom teachers paid on the Preparation Salary Table (including but not limited to counselors, "in-house deans," coordinators and advisers) who either (1) are assigned to a location other than a school site, or (2) accept a position which includes extra pay for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments.

d. Non-classroom teachers assigned to a school site and paid on the Preparation Salary Table (including but not limited to nurses, counselors, "in-house deans," and advisers) who do not receive any extra pay (see c., above) shall observe on-site hours which are to be not less than the hours observed by the teachers at the site, and remain on-site as necessary to perform the assigned duties of the position and the professional obligations of Section 4.0 which are appropriate to their work. These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site

obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers' responsibilities. School psychologists assigned to school site(s) shall also be covered by the above provisions.

e. All non-classroom teachers shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work.

f. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers. In Concept 6 and Modified Concept 6 schools the workday for non-classroom teachers shall be extended proportionately to the longer workday for classroom teachers in such schools.

3.5 The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil-free days, and is also to be observed on minimum days and shortened days unless early dismissal of staff is authorized by the immediate administrator.

3.6 Professional Development (“banked”) Time: In order to increase professional development time in grades 1-12, the following will be implemented:

a. Professional Development Time shall be Tuesday throughout the District.

b. In elementary schools, grades 1 - 5/6, such time shall total 1800 yearly minutes and shall be accumulated by increasing instructional time by ten (10) minutes per day in 180 day calendar schools and by eleven (11) minutes per day in 163 day calendar schools. Students will be dismissed 60 minutes earlier than normal dismissal time on thirty (30) designated Tuesdays.

c. In secondary schools, grades 6-12, such time shall total 1440 yearly minutes and shall be accumulated by increasing instructional time by eight (8) minutes per day in 180 calendar schools and by nine (9) minutes per day in 163 day calendar schools. Students will be dismissed 90 minutes earlier than normal dismissal time on sixteen (16) designated Tuesdays.

d. The required number of yearly instructional minutes remains the same and there are no changes in the length of the teacher’s workday.

e. Minimum and/or shortened days shall not be combined with such Professional Development (“banked”) Time. Middle schools with common planning time cannot combine common planning with Professional Development (“banked”) Time.

f. Consistent with the above, one half of this time shall be spent by teachers working with other teachers and site administrators to improve instruction as determined by the local school leadership council.

g. The program, including transportation, must be cost neutral to the District.

4.0 Other Professional Duties: Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities and organizations; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of District property, equipment, material and supplies; and attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.

4.1 Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be furnished by each classroom teacher upon request from the teacher's immediate administrator. No special format for a lesson plan shall be required.

4.2 All duties required of each employee shall meet the test of reasonableness, and shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school or center.

4.3 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than three (3) such meetings per school month, plus three additional meetings during the school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. In secondary schools, under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. These meetings should not, except in special circumstances or emergencies, exceed one hour in duration. Agendas for faculty meetings are to be distributed at least one day in advance, and employees shall be permitted to propose agenda items. Employees shall be permitted to participate in discussions during the meetings. If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed.

4.4 Meeting on the Two Pupil-Free Days: Site administrators shall make a reasonable effort to limit required meeting time on the two pupil-free days (see Section 10.0c.) in order to provide time for class and room preparation. Such meetings are not to exceed 3 hours total unless a majority of the involved faculty consent.

4.5 Required Orientation Inservice for Teachers: Pursuant to California Code of Regulations 80026.5, classroom teachers serving on a full-time emergency permit initially issued after January 31, 1994 shall attend two (2) 8-hour days of unpaid orientation inservices prior to the commencement of their first full-time teaching assignment as authorized by the emergency permit. Such employees who cannot attend the required inservice prior to beginning their

teaching assignment shall attend the next scheduled UTLA/District sessions for an equivalent amount of time on an unpaid basis. Emergency permits for such employees cannot be renewed unless the above orientation inservice requirements are met. Required topics for the inservice shall incorporate state requirements and District priorities. Training shall be conducted by QED-C trained personnel or other personnel using QED-C developed modules in either District-wide, cluster, complex, or school meetings.

5.0 Duty-Free Lunch: Each employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator.

5.1 The normal elementary lunch break shall be not less than 30 minutes and not more than 45 minutes (of which 30 minutes are duty free). Any lunch break longer than 45 minutes shall require agreement between the site administrator and a majority of the staff. The UTLA Chapter Chair is to assist in determining the desires of the staff.

6.0 Secondary Preparation Period: Each regular full-time secondary classroom teacher (or library media teacher) shall be assigned five scheduled class periods weekly as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to Article XIV, Sections 25.0 and 28.0. In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision. Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.

6.1 Uniform Staffing Procedures For All K-12 Schools:

a. Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers on any track or schedule finish service for the school year or two weeks before classes are selected, the site administrator shall prepare and post a matrix of the master schedule. This matrix shall indicate the number of classes (on each track, if multitrack) for each subject/grade level. The site administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. Teachers will be notified of tentative assignments as soon as practicable, and not later than June 1.

b. Requests: Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) or track (multitrack) using a teacher preference form or other locally determined method. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

c. Elementary School Assignments: Employees in elementary schools and in programs such as Early Education Centers, development centers and ungraded programs shall be deemed a single group for assignment purposes. In each of these schools, assignments to tracks, grade levels and classes shall be made pursuant to the following procedure.

(1) Tracks and Grade Levels:

(i) The site administrator, after consultation with the chapter chair, shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by track and by grade level that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each track and by all tracks as a whole, and by each grade level and by all grade levels as a whole, shall reasonably approximate the percentage of permanent teachers at the site.

(ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the track and grade level positions for which they are qualified and which are available to permanent teachers. The site administrator shall assign such permanent teachers who are otherwise qualified to the track and grade level openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.

(iii) The site administrator shall then assign the non-permanent teachers to all the tracks and to all the grade levels so that the percentage of otherwise qualified non-permanent teachers assigned to each track and to all tracks as a whole, and to each grade level and to all grade levels as a whole, reasonably approximates the percentage of non-permanent teachers at the site. Such grade level assignments of non-permanent teachers shall be for a period of two years unless the site administrator subsequently determines that any specific assignment does not meet educational program needs or the site administrator and the teacher otherwise agree.

(2) Classes: The site administrator shall assign all teachers at these sites to classes.

(3) Sections 6.2 and 6.3 apply in the circumstances there described.

d. Secondary School Assignments: For employees in each secondary school and in special education, wherever located, assignment to tracks, department and classes shall be made pursuant to the following procedure.

(1) Tracks:



(i) The site administrator, after consultation with the chapter chair shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by track that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each track and by all tracks as a whole shall reasonably approximate the percentage of permanent teachers at the site.

(ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the positions by track for which they are qualified and which are available to permanent teachers. The site administrator shall assign such permanent teachers who are otherwise qualified to the track openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.

(iii) The site administrator shall then assign the non-permanent teachers to all the tracks so that the percentage of otherwise qualified non-permanent teachers assigned to each track and to all tracks as a whole reasonably approximates the percentage of non-permanent teachers at the site.

(2) Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests.<sup>1</sup>

(3) Classes: Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs[1], in a fair and equitable manner, taking into account seniority and educational program needs.

(4) Sections 6.2, 6.3 and 6.4 apply in the circumstances there described.

e. Dispute Resolution Procedure (Elementary and Secondary

Track Assignments and Elementary Grade Assignments For Permanent Teachers): If differences arise as the result of the site administrator's assignments of permanent teachers (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure) pursuant to subsections c and d immediately above, they shall be resolved solely pursuant to the following procedure:

(1) Informal Procedure.

(i) If an employee believes that an assignment is inappropriate, the employee must request an informal meeting with the site administrator at the elementary level and the site administrator and department chair at the secondary level.

(ii) Such informal meeting must be requested within three days after the employee knew or should have known of the occurrence of the event(s) upon which the complaint is based.

(iii) Such meeting shall be scheduled within three days of the request with the party who has the authority to grant the remedy.

(iv) A good faith effort shall be made to resolve the matter.

(2) Formal Procedure:

(i) If the complaint is not settled at the informal meeting, the employee may request a meeting with the site administrator, the department/grade level chair and the chapter chair within three (3) days who, acting reasonably and in good faith, shall attempt mutually to agree upon the assignment. If the site administrator and chapter chair cannot agree upon the assignment within a period of three (3) days, a formal written complaint in letter form must be filed within such period of three (3) days with the site administrator and the chapter chair, and copies must be forwarded to the Office of Staff Relations and UTLA.

(ii) In such cases, a third person shall be appointed to resolve, and shall resolve, the assignment issue within an additional period of three (3) days. The third person shall be promptly selected from a panel of eight members, four members or one-half of whom shall have been appointed by the District Superintendent or designee each March to serve for a period of one year and four members or one-half of whom shall have been appointed by the UTLA President or designee each March to serve for a period of one year. The parties shall make all reasonable efforts to select retired District employees as the eight panel members, and shall select the members in good faith on the basis of perceived experience and judicious character. The panel members shall be divided into four teams of two members each, one member selected by each party. The first panel member to be selected to resolve an assignment issue shall be determined by chance. Subsequent selections of panel members shall alternate between those selected by each party. The second member of each team shall act in an advisory role in resolving each assignment dispute. The size of the panel may be adjusted by mutual agreement of the parties to this Agreement.

(iii) The decision of the panel shall be final.

f. Dispute Resolution Procedure (Secondary Class Assignments For Permanent Teachers): Notwithstanding the foregoing subsection e(2) and in place thereof, in the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the following formal procedure:

(1) Assignments to leadership classes and all athletic assignments shall not be subject to any formal dispute resolution procedure.

(2) For the remaining secondary class assignments, if the complaint is not settled at the informal meeting, the employee may request a meeting with the site administrator, the department chair and the chapter chair within three (3) days who, acting reasonably and in good faith, shall attempt mutually to agree upon the class assignment. If the site administrator and the chapter chair cannot agree upon the class assignment within a period of three (3) days, a formal written complaint in letter form must be filed within such period of three (3) days with the site administrator and the chapter chair, and copies must be forwarded to the Office of Staff Relations and UTLA. In such cases, a third person shall be appointed to resolve, and shall resolve, the class assignment within an additional period of three (3) days. The panel to resolve these secondary class assignment disputes shall be separate from the panel described in subsection e (2) above. This separate panel shall be created in the same manner and shall follow the same procedures as described in subsection e (2) above, except that the panel members shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final.

g. Alleged violations of the procedures set forth in subsections e and f above are subject to the grievance procedure of Article V; the substance of the assignment decision is not.

6.2 Staffing Procedures After Initial Selection Through The Fifth Week of School or Track: The following procedures apply to staffing decisions which occur after the completion of the initial spring selection process and before norm date or the end of the 5th week of school or track (whichever is sooner):

a. The principal and department or grade level chair working together shall reasonably determine who will fill the opening or vacancy.

b. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs.

c. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment.

6.3 Staffing Procedures After Norm Day: If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, transferee, substitute, or auxiliary assignments (secondary).

6.4 Staffing Procedures For Spring Semester Or Subsequent Tracks In Secondary Schools: Any opening or vacancy shall be filled pursuant to Article XXXI, Section 2.2.

7.0 Elementary Preparation Period: Each regular elementary classroom teacher shall be provided with a daily period of preparation of 40 minutes within the minimum on-site obligation

(30 minutes before school, 10 minutes after school). In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time.

Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where the majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay. Additional pay shall not be authorized for any of the following:

- a. Supervision reasonably assigned on inclement weather schedule
- b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or
- c. Supervision of the teacher's students to and from the classroom; or
- d. Any normally assigned basic duties apart from the above described non-classroom supervision.

7.2 The above rules are applicable to regular elementary programs. Elementary teachers who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary program the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the basic elementary rules; those teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.

7.3 In an effort to facilitate earlier class starting times during hot weather months in new year-round elementary schools without functioning air conditioning, the 30 minute preparation period in such schools may be observed after school hours. Once approved by the Local School Leadership Council, individual teachers would then determine (on a regular basis) whether they would observe this prep period before or after school.

7.4 If a Early Education Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period. The District shall make a reasonable effort to schedule aides to supervise the children in order to allow an uninterrupted preparation period.

7.5 Elementary Supervision Time: Except as provided below, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrivals/departure) during recess or

lunch, or during the period of time following the 10 minute preparation period at the end of grounds and bus arrivals/departure, during recess or lunch, or during the period of time following the 10 minute preparation period at the end of the school day. In situations where the above-assigned personnel are not available to cover the supervision, or other compelling circumstances exist, classroom teachers may be assigned such duties on a rotating basis but such assignments and pay shall be as provided herein, below.

a. The additional pay shall not be authorized for non-classroom teachers nor for any of the following situations involving classroom teachers:

- (1) Supervision reasonably assigned on inclement weather schedules;
- (2) Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);
- (3) Supervision of organized student activities and student organizations;
- (4) For teachers who have a "T+" or coordinatorship differential which covers the supervision duties (provided that, in such cases, the District shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);
- (5) Supervision of the teacher's students to and from the classroom; or
- (6) Any normally assigned basic duties apart from the above-described non-classroom supervision.

b. **Assignment and Pay:** Commencing at the start of any school year, elementary teachers shall be permitted to place themselves (on a voluntary basis) on a "first call" list for paid supervision duties as needed, with the understanding that such services will be paid at the Extended Teaching Assignment hourly rate (Appendix E, Section 6.0). If from time to time the demand for paid supervision exceeds the capacity of the volunteer "first call" list, the remainder of the teachers will be subject to assignment on a rotating, non-voluntary basis, but will be paid at the individual's own regular rate of pay.

c. The above rules are applicable to regular elementary programs. Elementary teachers who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary situation the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the above basic elementary rules, and the teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.

8.0 **Additional Special Education Non-Classroom Time:** Resource Specialist Teachers and Special Day Class teachers have supervisory responsibility for each student's total instructional program throughout each school day. The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and

IEP requirements, the District shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers and preparation/conference by:

- a. Integrating (mainstreaming) the students into regular classes and/or
- b. Arranging for team teaching or other flexible scheduling of students within the Special Education program at the site. Such additional time is not guaranteed, but if provided, is to be in addition to the preparation time specified in Sections 6.0 and 7.0 above. Administrators shall make a reasonable effort to schedule a number of shortened days to accommodate some of the IEP conferences which Special Education teachers attend.

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

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

Certificated Assignment Days  
2000 - 2003  
(Not applicable to Adult and Substitute teachers)

NOTE: The following chart is for information only.

Basis	Year	Assigned Days	Paid Work Days*	Paid Holidays	Paid Days
A	2000-01	260	248**	12	260
	2001-02	261	249**	12	261
	2002-03	261	249**	12	261
B, P, R	2000-01	221	197	24	221
	2001-02				
	2002-03				
G	2000-01	203	179	24	203
	2001-02				
	2002-03				
C, J, S	2000-01	204	182	22	204
	2001-02				
	2002-03				
T	2000-01	187	165	22	187
	2001-02				
	2002-03				

K, L	2000-01 2001-02 2002-03	214	192	22	214
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\*Includes 2 pupil-free days, as applicable.

\*\*Includes vacation days.

The following assignment basis definitions reflect assigned days, as set forth in the chart, above.

A From July 1 to June 30, inclusive.

B 221 days, excluding Saturdays and Sundays but including legal and school holidays occurring during the period of assigned time, as designated by the Superintendent or authorized representative.

P Commensurate with B basis, but flexible as to the days assigned, such assigned time to include the equivalent of whatever paid non-work days are applicable to B basis employees. Equivalent salary will be paid on an annualized basis on each school month payday in 13 equal payments.

R From July 1 through June 30, with annual hours commensurate with B basis, but flexible as to the days assigned, such assigned time to include the equivalent of whatever paid non-work days are applicable to B basis employees. Equivalent salary will be paid on an annualized basis on each school month payday on a 13thly basis. This is applicable only to employees serving in or supporting four-track year-round schools.

G From July 1 through June 30, with annual hours commensurate to B basis for certificated personnel serving in certain three-track year-round schools, as designated by the District. Adjustment factors shall be applied as necessary so that the annual assignment includes net working hours (including pupil-free hours and paid non-working hours commensurate with B basis). Equivalent salary will be paid on an annualized basis on each school month payday on a 13thly basis. This is applicable only to employees serving in or supporting Concept 6 or Concept 6 Modified schools.

C 204 days, excluding Saturdays and Sundays but including legal and school holidays occurring during the period of assigned time, as designated by the Superintendent or authorized representative. Regular K-12 schools shall hold a pupil-free day on the first school day of the first semester and a pupil-free day on either the first or the last day of the second semester. Provided, however, that the 180 pupil attendance days required by State law must be met, even if it means cancellation of the pupil-free day for the second semester.

J Commensurate with C basis, such assigned time to include the equivalent of whatever paid non-work days are applicable to C basis employees. Equivalent salary will be paid on an annualized basis on each school month payday in 12 equal payments.

S Commensurate with C basis, but flexible as to the days assigned, such assigned time to include the equivalent of whatever paid non-work days are applicable to C basis employees. Equivalent salary will be paid on an annualized basis on each school month payday on a 13thly basis. This is applicable only to employees serving in four-track year-round schools.

T From July 1 through June 30, with annual hours commensurate to C basis for six-hour certificated personnel serving in certain three-track year-round schools as designated by the District. The normal full-time assignment for compensation purposes pursuant to Article XIV, Section 1.1 of the District/UTLA Agreement shall be 6.6 hours per working day for positions which are assigned to T basis as determined by the District and are in classifications which are indicated in Section 1.1 as 6 hours. Adjustment factors shall be applied as necessary so that the annual assignment includes net working hours (including pupil-free hours) and paid non-working hours commensurate with C basis for six-hour positions. Equivalent salary will be paid on an annualized basis on each school month payday on a 13thly basis. This is applicable to employees serving in Concept 6 and Concept 6 modified schools.

K 214 days, excluding Saturdays and Sundays but including legal and school holidays occurring during the period of assigned time, as designated by the Superintendent or authorized representative.

L Commensurate with K basis but flexible as to the days assigned to include the equivalent of whatever paid non-work days are applicable to K basis employees. Equivalent salary will be paid on an annualized basis on each school month payday in 13 equal payments.

M From July 1 to June 30, inclusive, or portions thereof, in accordance with the contract of employment of the employee while on limited contract in categorically funded programs. The number of pay periods, assigned days, and actual workdays for M basis varies with the contract of employment of the employee. Unpaid furlough days for M Basis shall be the same as for C Basis.

X Periods of assignment, as needed, not otherwise defined herein, including assignments in substitute, temporary, and relief status. For use when an employee is not performing regular, ongoing duties, or when the employee is performing regular duties and the assignment is 10 working days or fewer in length.

Z The period between the ending date of an employee's assignment basis in one school year and the beginning date of the regular basis for the following school year, or the intersession periods for year-round school employees. This is restricted to employees having regular status in other than A basis positions. For use when an employee is performing regular duties and the assignment is more than 10 working days in length.

10.1 The school calendar summaries are attached hereto as Appendix D.



## 11.0 Special Provisions

### a. Nurses:

(1) The District shall provide an in-service training program, or permit attendance at an accredited institution in order to help nurses meet their licensing renewal requirements. Such a program will be partially on a released time basis and partially after-hours.

2) If a nurse's scheduled duty-free 30 minute lunch break is interrupted for emergencies or special situations (see Section 5.0 above), compensatory time shall be granted or the lunch period extended so that the situation is handled in an equitable manner.

(3) If nurses are required to work outside of their assigned annual basis, they must be granted compensatory time off, or paid for the time at their regular rate.

### b. Special Education:

(1) Resource Specialist teachers shall not be assigned to teach or cover regular or Special Day Classes except in emergency situations of a non-recurring nature or as part of a plan to provide additional non-classroom time pursuant to Section 8.0 of this Article.

(2) The District shall, in accordance with applicable statutes, provide staff development training to regular-program teachers who teach Special Education students. Such staff development training shall be treated as a priority purpose for use of the existing allocation of minimum or shortened days.

(3) Special Education personnel who have been directed to be available at a given time for additional days of employment shall be informed as to confirmation or cancellation 30 calendar days prior to such additional employment.

c. Psychologists: Assessment and testing of Special Education students for initial placement, change of placement and three year re-evaluation shall be the responsibility of the School Psychologists.

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

e. Continuation Schools: Except in compelling circumstances necessitating confidentiality, continuation high school teachers shall, as soon as practicable, be advised of the reasons a new enrollee is being referred to the school.

f. Retention of "Novice Teachers": To assist with the retention of "novice teachers, (those in their first school year of service as a teachers defined as the equivalent of 130 full-time paid days during the period July 1 - June 30), to the extent practicable, novice teachers shall:

(a) Not be assigned adjunct duties (coordinatorships, coaching, auxiliary periods, activity assignments, etc.)

(b) Be exempt from roving (see Article XXII, 11.0)

Be exempt from “traveling assignments, i.e. teachers assigned to teach in more than one classroom per day, and

(c) If secondary, be limited to no more than two preparations.

## ARTICLE X

### EVALUATION AND DISCIPLINE

1.0 Purpose: The purposes of these procedures are to evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, impose discipline where appropriate and continue to improve the quality of educational services provided by employees.

2.0 Evaluator: The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility. Any bargaining unit employee, including but not limited to a department chairperson, who objects to being required to evaluate another employee, shall not be required to do so, but may be required to participate in classroom visitations, guidance and assistance. As to evaluation of site-based support service personnel excluding library media teachers, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation.

3.0 Frequency: Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees.

4.0 Establishment of Objectives: Soon after commencement of the academic year the evaluator and employee shall work cooperatively to establish the employee's objectives for the year. This shall be accomplished through one or more planning conferences to discuss proposed objectives.

4.1 Individual performance objectives shall relate to, but not necessarily be limited to, the following:

a. Standards of expected student progress and achievement for the grade level and areas of study based on District, special program and local school determinations; and appropriate instructional objectives and strategy-planning methods, instructional materials, and methods of assessing student progress and achievement;

- b. Expected employee competence, including but not limited to knowledge of subject matter, adherence to curricular objectives, use of effective teaching and supervision techniques, effective use of time, maintenance of appropriate professional relationships and communications with students, parents, and other staff members, and compliance with District and school rules, policies, and standards;
- c. The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to Article IX, Hours; and
- d. The maintenance of proper student control and suitable learning environment, with mutual respect and proper sensitivity to such issues as race, sex, ethnicity, the handicapped, and socioeconomic differences.

For non-teaching employees such as counselors, psychologists, SAAS Counselors and other service personnel, performance objectives shall be comparable to the above, but are to be related to the duties of their particular classification.

4.2 If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level for resolution. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement. In such cases the employee's required signature indicates only receipt and acknowledgment of the objectives which will be used for evaluation purposes.

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

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

6.0 Final Evaluation Report: Not less than 30 calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward objectives is evaluated. Prior to the end of the school year the evaluator shall hold a conference with the employee to discuss its contents. When a Final Evaluation Report is marked "Below Standard Performance," the evaluator shall specifically

describe in writing the area of below standard performance, together with recommendations for improvement, and the assistance given and to be given.

6.1 The employee's required signature on the form does not necessarily indicate agreement with its contents, and the employee may attach a written response to each copy of the form within ten working days from date received. Such a written response becomes a permanent part of the record. The employee may also appeal the matter to the next higher administrative level.

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

6.3 Evaluations are not subject to the grievance procedures of Article V, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. Expedited arbitration procedures will be utilized when the threshold issue of "significant disparity" is submitted to a preliminary hearing for determination as to whether the case is subject to the grievance procedure (see Article V, Sections 13.0 and 15.0).

7.0 Inadequate Service by Substitutes: The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations. In addition to the grievance procedure, the employee may attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record.

8.0 Evaluation of Substitutes: Substitutes who are continuously assigned to the same location for an extended period (more than 20 consecutive working days) shall be evaluated not less than once each semester by the site administrator at the end of the assignment. Such evaluations do not involve the establishment of specific objectives as in the case of regular teachers, but are to rate preparation, skills, competence, personal qualities, and overall performance, together with recommendations for improving services. Observations, records, and assistance as provided in Section 5.0 shall be applicable.

8.1 Any substitute who receives more than one performance evaluation of less than satisfactory service within the last two years of District service shall not be granted a probationary contract. Any substitute who receives one performance evaluation of less than satisfactory service within the last two years of District service shall be reevaluated by the present immediate administrator for the purpose of determining eligibility for a probationary contract. Any such substitute who receives a less than satisfactory reevaluation shall not be granted a probationary contract.

8.2 Evaluation of Limited Term Personnel: Limited term personnel, such as non-tenured adult Education teachers, are subject to evaluation at any time; however, a teacher shall have the right to be evaluated upon request at the end of the assignment. If the administrator initiates such an evaluation, the observation, records and assistance provisions of Section 5.0 apply.

8.3 Examination References: Those examination references which are deemed by the District as being open and non-confidential are not subject to the grievance procedure, except in circumstances where the examination reference is based upon the same period of time as a previous evaluation but is significantly different from that evaluation. In such cases, if there is not a reasonable explanation for the difference, the reference may be ordered stricken.

8.4 Evaluation Request Upon Separation of Employment: If either the administrator or employee wish to process an evaluation at the time of the employee's separation from employment. It shall be done and a copy furnished the employee at his address of record. This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two weeks prior to the effective date.

9.0 Access and Response to Critical Material in Personnel Files: When the District receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:

a. If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the District's receipt of the document. The document shall not be either placed in the personnel file or retained by the District unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.

b. If the document came from within District personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.

9.1 Exempt from disclosure to the employee are documents which (1) are references obtained from outside the District or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedure, or (3) were obtained in connection with a promotional examination.

10.0 Pre-disciplinary Matters: Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such documents are placed in the employee's official downtown file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.

10.1 Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

#### 11.0 Notices of Unsatisfactory Service or Act, and Suspension

a. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days, as authorized by Senate Bill 813. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final

as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetency, the observation, records and assistance provisions of Section 5.0 apply.

b. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.

c. A Notice of Unsatisfactory Service or Act and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension was issued.

d. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.

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

f. Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that

person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to the employee (and

representative, if any) the discipline to be imposed and immediately confirm same in writing on the appropriate District form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

g. The recipient of such notice of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to all copies of the Notice retained by the District.

h. Notices of Unsatisfactory Service or Act are grievable under Article V. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, a notice of appeal to the office of the Cluster Administrator/Division Head shall be delivered within three days (as defined in Article V, Section 6.0) of receipt of the form. Within three days after receipt of the employee's notice of appeal, the Region or Division Superintendent (or designee) shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the District in writing of its intention. UTLA and the District shall select an arbitrator, and the dispute will then be calendared for expedited arbitration pursuant to Article V, Section 15.0. If at any of the above steps the employee or UTLA does not appeal as provided above, the discipline shall be considered final.

i. After the District has taken formal disciplinary action against an employee, and upon request of the Union representing the employee, the District shall furnish the Union with a copy of any written statements taken of students relating to the matter. The District shall not be permitted to have a student witness testify at an arbitration hearing unless the Union has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. The District shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the District interview. If the interview is not done jointly, the Union's interview shall be in the presence of a non-involved person acceptable to both the Union and District, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

j. Any of the disciplinary measures referred to in "a" above may be imposed independently of the evaluation procedures of Sections 3.0 through 8.2 of this Article, and independently of statutory suspension/ dismissal proceedings. Such discipline shall not be regarded as a pre-condition for a statutory suspension/ dismissal proceeding. If a statutory suspension or dismissal proceeding is filed based in whole or part upon the service or conduct

which gave rise to the disciplinary proceeding under this Section, then any grievance arising under this Section not yet taken to arbitration, shall be deferred pending resolution of the statutory proceedings.

## ARTICLE XI

### TRANSFERS

1.0 Transfer Defined: As used throughout this Agreement, the term "transfer" refers to a change of a contract employee's assigned school or time reporting location to another school or location, without changing the employee's classification of employment. For purposes of transfer programs described in this Agreement, schools are considered to be within the area (North, South, East and West) in which they are geographically located.

1.1 Types of Transfers: Generally, transfers are either teacher initiated (voluntary) or administrative (normally involuntary and District-initiated).

1.2 Limitations: Teacher-initiated transfers from any one school site in any school year may, at the discretion of the District, be limited to 10% of the employees, or three employees, whichever is greater.

2.0 Administrative Transfers: The District may, for any reason not prohibited in the balance of this Article (including the incorporated Appendices) transfer employees when such action is deemed to be in the best interest of the educational program of the District. Whenever possible, the employee shall be notified and counseled regarding the transfer, and written reason(s) for such transfer shall, upon the employee's request, be supplied to the employee.

3.0 Teacher Integration Transfer Program: The District and UTLA have agreed to a combination of teacher-initiated and administrative transfers for the purpose of accomplishing staff integration pursuant to Federal requirements. This plan is attached to this Agreement and incorporated herein as Appendix B, entitled Teacher Integration Transfer Program.

5.0 Voluntary Teacher-Initiated Transfer Program: All appropriately credentialed probationary or permanent teachers are eligible to apply to any school (including year-round schools or magnets) in the district where the transfer will not adversely affect teacher integration, Rodriguez compliance, Bilingual Master Plan needs of the receiving or sending school or the instructional program needs of the sending school (except for transfers to Magnet Schools, where the sending school may delay such transfer until the end of the current semester/track or until a suitable replacement is assigned, whichever occurs first). Transfers under this section must meet the above criteria but will not be effected without the voluntary approval of both the employee and the site administrator of the receiving school (or site selection committee in those schools with staff selection rights). Such approval lies within the discretion of both parties and transfers under this section are not subject to the grievance procedure.

6.0 Displacement - Over-teachered Schools: An over-teachered condition exists when there are more qualified teachers than positions at a school or within a program or subject field at a



school, or when a program or subject field is reduced, eliminated or moved from a school. When an over-teachered condition exists, the following procedures apply.

- a. The local school administrator shall reasonably determine whether \_\_\_\_\_ and in what program/subject field the over-teachered condition exists and shall inform the faculty of the number of positions being eliminated. (Note Article XVIII, Sections 1.1 to 1.3)
- b. An employee may agree to be displaced when an over-teachered \_\_\_\_\_ condition exists. Such displacement requires the concurrence of the employee and the current principal, may be effected without a current transfer request on file, and shall not affect the employee's right to request a subsequent transfer. Such displacement carries no right to return to the home school. Such a teacher must accept all conditions for displacement and assignment which would have applied to other teachers being displaced.
- c. In elementary schools and programs such as Early Education Centers, Development Centers and ungraded programs, all teachers in the program at the site shall be deemed a single group for displacement purposes. In secondary schools, and in Special Education wherever located, displacement shall be by program/subject field and the program or subject field in which a teacher is considered for displacement purposes shall be the one in which he teacher has taught for the major portion of teaching time during the employee's most recent six semesters of regular classroom teacher experience. Within the above categories of employment, when there is an over-teachered condition, the teacher with the least District seniority (see Section 6.2 below) will be displaced unless it is reasonably determined at the discretion of the immediate administrator that such teacher possesses special instructional skills or qualifications needed by the pupils and the educational program at the school and not possessed by another teacher available to fill the need. Additional provisions for Special Education teachers are set forth in paragraph j. below. In a secondary school or program, if the least senior teacher in the over-teachered subject field has at least ten years of District seniority, the teacher shall be permitted, upon request, to change subject fields and thereby cause the displacement of another teacher in the other subject field who has at least five years less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:
  - (1) Must have taught in the second subject field the equivalent of at least six periods during the most recent six semesters without having received a Notice of Unsatisfactory Service or a below standard performance evaluation;
  - (2) Either possesses the requisite specified subject credential or a general secondary credential with a college major or minor or an advanced Degree in the second subject field; and
  - (3) Passes the District's examination in the second subject field, if requested by the administrator.
- d. No voluntary or involuntary teacher displacement may occur \_\_\_\_\_ where that particular displacement would adversely affect the faculty racial and ethnic balance in a school.
- e. District identified disabled teachers assigned to facilities

designed for the purpose of accommodating a District identified disability will not be displaced except where the teacher may be displaced to another facility which may reasonably accommodate the identified disability.

f. Certain teachers are exempted from displacement pursuant to the random selection and voluntary teacher integration plans under Appendix B, 4.3 and the continuous service transfer program under Article XI, Section 14.11.

g. Bilingual teachers teaching in Bilingual Master Plan programs (See Article XI-B) are exempted from displacement, provided they possess Bilingual Certificate of Competence, or "A" Level (high level of proficiency in conversation, reading and writing), or the "B" Level (high level in conversation, satisfactory in reading and writing).

h. Where displacement is required by this Section but each of the teachers within the applicable subject field or elementary school group is exempt from displacement by virtue of some other provision of this Section, the teacher with the least District seniority will be reassigned to another school in the same geographic area.

i. Part-time contract employees described in Article XIII, Section 1.2 (as distinguished from teachers on Half-time Leave and Reduced Workload Leave) shall have no transfer rights. In regard to displacement, such teachers shall have no seniority rights and they shall be retained at a school where a full-time teacher is displaced only when the part-time teacher possesses special instructional skills or qualifications needed by the pupils and the educational program in the school not possessed by a teacher who would be available to fill the need.

j. In Special Education, the least senior teacher in the over-teachered subject field shall be permitted, upon request, to change subject fields at the site within Special Education and thereby cause the displacement of another teacher in the other subject field who has less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:

- (1) Possesses the requisite specified subject credential in the second subject field;
- (2) Must have taught, or practiced, in the second subject field or program without having received a Notice of Unsatisfactory Service or a Below Standard Performance Evaluation; and
- (3) Must, in the reasonable judgement of the site administrator, be qualified to teach in the second subject field or program.

In addition, a displaced Special Education teacher may be reassigned to an opening outside of Special Education at the same site, but only if the displaced teacher is properly credentialed and previously served in the regular non-Special Education program at that same site immediately prior to taking the Special Education assignment.

k. After one calendar year, the displaced Special Education teacher who was so reassigned shall have return rights to a Special Education opening at the site for which the teacher is qualified.

6.1 Displacement - Non school-based Support Service Personnel and Driver Safety Instructors: In any situation where a unit of geographic area or office-based support service personnel or Driver Safety Instructors is deemed over-staffed, displacement and transfer to another geographic area or office shall be by District seniority unless the responsible administrator determines that a special need exists analogous to 6.0c.

6.2 District Seniority Number: The seniority number for each employee includes a six digit number representing the year, month and day (660912 = September 12, 1966) on which the employee began probationary employment. The date of probationary employment shall be the actual beginning date of the probationary assignment and not any date of a substitute or temporary assignment which was later deemed to be probationary service for purposes of acquiring permanent status. Each number is followed by a five digit random number. Such random number consists of the last four digits of the employee's Social Security number reversed followed by the sum of the two preceding numbers. When such sum is two digits, the second digit is used. The combination of the date number and random number provides the seniority number. When comparing two employees with the same employment date, the employee with the smaller employment number is deemed to be the senior. Seniority numbers are a matter of public record. The following employees with no seniority number shall be ranked by seniority based upon first date of contract service within their employment status and then employment status shall be ranked as follows: Provisional are to be deemed least senior, then Temporary Contracts, then University Interns. Ties will be broken within status by establishing a tie breaker number for each employee, using the same method as is used for District Seniority Number.

7.0 District-wide Transfer List: The District-wide Transfer List is a pool of employees who are to be deemed available, due to various reasons indicated in this Article, for transfer to any District school or geographic area, to meet District needs in accordance with faculty balance guidelines established in the Teacher Integration Program. The following employees shall be placed on the District-wide Transfer List:

- a. All teachers returning from leaves of absence which do not include the right to return to a specific location;
- b. All teachers displaced from a school due to an over-teachered situation;
- c. All teachers who are placed on the list pursuant to the Staff Integration Program (Appendix B) or Student Integration Program; and
- d. Any teachers placed on the list pursuant to any other provisions of this agreement.

7.5 Contract Waivers: All teachers who are awarded probationary contracts which include a waiver statement are subject to an initial assignment to

meet District needs and are thereafter subject, by reason of the statement, to one transfer to meet District needs.

8.0 Medical or Hardship Exemptions - General: Employees transferred administratively or involuntarily, including those assigned from the District-wide List, may file an application for exemption from mandatory transfer based upon hardship or medical grounds. Compliance with approved criteria must be established, and the application form must be filed within the timeline specified by the Personnel Division. Application for exemption may not be filed until the formal assignment letter has been received. Pending disposition of the Application for Exemption, employees are required to report to the location to which assigned. Where medical or hardship exemptions are approved, the employee will be subject to transfer to a location consistent with the reason for which the exemption was granted. If at any time it is determined that an exemption has been sought or granted based upon material misrepresentation or falsification, the employee is subject to disciplinary action by the District, cancellation of the exemption and/or immediate administrative transfer. All exemptions granted are subject to periodic review by the District to determine whether the original need persists.

8.1 Hardship Appeals: The hardship appeal procedure is for the purpose of resolving written hardship claims filed by employees. The District and UTLA shall jointly select and retain a professional hearing officer who shall be a member of the American Arbitration Association's Labor Panel and who shall be compensated by the District and UTLA equally. UTLA and the District shall each designate a representative to assist in the hardship appeal process. The hearing officer and the respective appointed representatives will serve as members of the Hardship Appeal Panel which shall be chaired by the hearing officer.

8.2 The panel shall have responsibility for evaluating the claim of each teacher who files a written declaration of hardship. Based upon this evaluation, the panel will have the authority to approve or deny a request for exemption from a particular mandatory transfer or to convene a hearing. At the conclusion of any review or hearing, the panel shall file its decision as soon as possible. The hearing officer shall subsequently prepare a written report of findings, conclusions, and the decision. The decision shall be final and not subject to further appeal or to the grievance procedures of Article V. The Personnel Division shall make assignments based upon the decision of the Panel and shall notify employees regarding such assignments. Employees are required to report to the location to which assigned or reassigned pending final disposition of the hardship claim by the Hardship Panel and the Personnel Division.

8.3 Administrative procedures and criteria for implementation of this hardship appeal process have been established. Appeals will be processed as expeditiously as possible. Procedures and criteria for hardship exemptions will be reviewed periodically. Hardship exemptions which are approved shall be reviewed at regular intervals to be determined by the Personnel Division. Reports of the disposition of all claims shall be provided to the Board of Education.

8.4 Medical Appeals: This medical appeal procedure is for the purpose of resolving claims based upon medical grounds filed by individual teachers for exemption from assignment or reassignment. The procedure includes a District medical decision by the Employee Health Panel based on medical criteria, and a hearing of an appeal from such decision by the Medical Appeal Panel if requested by the employee. For purposes of conducting hearings of appeals from District medical decisions, the District and UTLA shall jointly select and retain a professional hearing officer who shall be a member of the American Arbitration Association's Labor Panel and who shall be compensated by the District and UTLA jointly. The District and UTLA shall each designate a representative to assist in the medical exemption appeal process. The hearing officer and the respective appointed representatives will serve as a Medical Appeal Panel chaired by the hearing officer. The Medical Appeal Panel shall have responsibility for hearing the appeal of each employee who files a written request for appeal from the Employee Health Panel decision. Based upon this hearing the Medical Appeal Panel will have the authority to sustain or reverse the Employee Health Panel's decision concerning the employee. At the conclusion of the hearing the Medical Appeal Panel shall make known its decision as soon as possible and the hearing officer shall prepare a written report of findings and conclusions. The decision shall be final and not subject to further appeal or to the grievance procedures of Article V.

8.5 Applications for medical exemption shall be processed as expeditiously as possible. Procedures for processing applications shall include, but not be limited to:

a. A written request for medical exemption shall be forwarded to the Employee Health Coordinator by the applicant who shall then be furnished with an application form.

b. The application shall be submitted to the Employee Health Coordinator by the applicant. The applicant shall be responsible for the submission of a written report concerning the applicant's medical condition from the applicant's physician(s) to the Employee Health Coordinator.

c. A review of all medical data shall be conducted by the Employee

Health Panel including, where necessary data provided through additional medical examination, consultation, and evaluation of the applicant. The medical criteria to be applied are whether the employee has demonstrated (1) a chronic condition which has required some life adjustment accompanied by prolonged and continuing treatment, (2) the transfer would be seriously detrimental to the employee's health, and (3) the condition would prevent the teacher from reporting to and/or performing regularly assigned duties at the other location.

d. The Employee Health Panel shall render a decision regarding the applicant's request for medical exemption. Notification shall be sent to the applicant and to the Personnel Division by the Employee Health Coordinator regarding disposition of the exemption request. This notification shall set forth express grounds for denial of a request which has been disapproved.

e. The Personnel Division shall make assignments based upon the decision of the Panel and shall notify employees regarding such assignment. Employees are required to report to the

location to which assigned or reassigned pending final disposition by the Medical Appeal Panel and the Personnel Division.

f. A written request for appeal from the Employee Health Panel's decision may be filed by the applicant. Such requests must be received by the Employee Health Coordinator within thirty days from the date of the Employee Health Panel's decision.

g. If an appeal is filed, there shall be a hearing conducted pursuant to Section 8.4 above.

h. If directed by the Medical Appeal Panel, there will be an adjustment of the applicant's assignment. Adjustment means assignment to a location consistent with the reason for which the exemption was granted.

8.6 All information listed above shall be available to the Medical Appeal Panel at the hearing, provided the claimant authorized release of medical information. Both the District and the applicant shall have the opportunity to present medical evidence and/or testimony. The application, attachments, and all medical information subsequently requested shall be considered to be confidential medical information and will be retained by the Employee Health Coordinator. The applicant shall certify that all information contained in the application is true and correct to the best of the applicant's knowledge.

9.0 Employee Initiated Transfers - Employees Time-reported from central or regional locations: Any permanent Health and Human Services employee assigned from the central office, Local District office, service center or nursing services area, who has served in paid status for at least 130 days each year for three consecutive years at the same central or regional location from which transfer is sought may apply for a transfer.

9.1 A limit of two locations may be requested. Applications shall be submitted on a District form which shall be available at each location. Applications shall be signed by the employee's immediate administrator and filed with the appropriate office. All applications shall be filed prior to a closing date to be announced each year. All applications shall be valid for one year only unless withdrawn, changed, or renewed by the applicant. Changes to the application may only be made once each year.

9.2 The administrator of the office to which the application is made shall acknowledge in writing to the employee receipt of the application. The appropriate administrator shall prepare a master list of anticipated vacancies for the locations served. This list shall be posted at all locations and copies made available to personnel upon request at least one week prior to the last date to file an application for transfer. Prior to April 1 of each year, the appropriate offices shall provide each location they serve with an updated list of employees who have on file a current transfer application.

9.3 When a vacancy occurs, the immediate administrator shall invite each applicant to make an appointment within ten (10) working days to meet and discuss the possible transfer. At least half of the positions at each location as they become available will be filled as follows:

a. Top priority shall be applicants who have not been granted a requested transfer for two (2) consecutive years.

b. Then, if there is more than one applicant for a position, the employee with the most consecutive years at the same location shall be given priority consideration.

c. If a tie occurs, priority should be given first to time served in the same class and then to District seniority.

9.4 The administrator shall notify the appropriate offices as soon as an employee has been selected from the transfer list and the employee has either accepted or refused the assignment in writing. The administrator shall notify each applicant of the selection decision after all applicants have been interviewed and shall keep a record of all interviews. A teacher not selected will be provided, upon request within ten days, with the reasons for the selection made.

9.5 Every effort should be made to accomplish all available transfers not later than September 1 each year to become effective not later than the first day of the Fall semester. When a vacancy occurs between the first day of the fall semester and the last day of the spring semester, it shall be filled with the understanding that the employee who accepts the assignment is subject to transfer at the end of the school year if there is a current transfer application request on file by an employee with a higher priority according to the above rules.

9.6 An employee who is successful in obtaining a transfer may not submit another transfer application request for three (3) school years.

10.0 Employee Initiated Transfers - Early Education Centers: A permanent 4-hour and permanent or probationary 8-hour (including split assignments) Early Education Center employees shall be eligible to apply for transfer to an 8-hour position at another site. (See Article XXIII, Section 5.0 for provisions relating to 4-hour work opportunities.) Applications will be submitted on forms available at each Center, and must be filed at the Early Education Center Assignment Office.

10.1 A master up-to-date list of anticipated 8-hour openings will be compiled by the Early Education Center Assignment Office and posted at each work site for five working days prior to the position being filled. Postings shall include: the name and address of the work site, the proposed hours, any special skills and/or qualifications required, and a deadline for applications. An employee returning from leaves or a displaced employee may be placed in an opening without posting, or the District may permit such employees to apply and be considered for posted openings.

10.2 When an opening occurs and has been posted, the immediate administrator shall, consistent with the Teacher Integration Program (Appendix B and Section 6.0 of this Article),

interview the five most senior qualified employees who have on file applications to that Center. Each interviewee shall be notified, in writing, of the selection decision. Posted openings may be filled on a temporary basis or with a substitute teacher pending completion of the selection process.

10.3 An employee who is successful in obtaining a transfer may not submit another transfer request for three calendar years. An employee who refuses an offer to a Center requested shall be removed from the transfer list to that Center and shall not be permitted to reapply to that Center for the next three succeeding calendar years.

#### 11.0 Vacant Positions

11.1 The District shall establish daily, organized by Cluster, a list of schools with known "vacant positions." A vacant position shall be defined as:

- a. A position from which a teacher will retire or resign.
- b. A position held by a teacher on leave of absence except for leaves of one year or less for illness, sabbatical, pregnancy, or industrial injury.
- c. A position which is unfilled.
- d. A position occupied by a teacher whose transfer has been approved and whose assignment has been confirmed.
- e. A position currently occupied by a substitute teacher except for positions held at the location for teachers on sabbatical, pregnancy, industrial or illness leave of one year or less. This list will be posted at the Certificated Placement and Assignments Office.

#### 12.0 Return Rights

a. Displaced teachers who fit into the following categories shall have return rights as set forth below:

(1) A teacher displaced from a school between the end of one semester and the fourth week of the next semester shall be returned to the school from which displaced if by the end of the fourth week, a vacancy occurs (based on the classification report) for which the displaced teacher is the most senior displaced "match" by reason of same subject field or grade (K-6). If such displaced teacher is not a "match", the teacher may nonetheless be returned to a vacancy in a different subject under the above circumstances if:

- (a) the teacher's credential permits
- (b) the teacher has some teaching experience in the subject during the preceding six semesters, and



(c) the site administrator reasonably concludes that such a return is in the best interest of the educational program.

(2) A teacher displaced as a result of a school closure decision, reconfiguration, boundary change, or other action pursuant to Section 17.0 of this Article shall upon application be returned to the school from which displaced if before the end of the fourth week of the following fall semester a vacancy occurs for which the displaced teacher is the most senior displaced "match" by reason of the same subject field or grade level (K-6); if not a "match", the teacher must meet the criteria in (1) (a), (b) and (c) above.

b. An employee in a non-teaching assignment at a location where previously assigned as a teacher shall, upon completion of the non-teaching assignment, remain at the site as a member of the teaching staff. If the completed non-teaching assignment was at a school site or office other than the prior teaching assignment, the employee shall be returned to the previous school if there is an opening or to a school in the same geographic area. As an exception, counselors returning to a classroom assignment from a school site other than the prior teaching assignment, shall be given the opportunity to remain at the site provided there is an opening in his/her credentialed field.

c. Notwithstanding the above, no assignments shall be made which would adversely affect the racial/ethnic balance of a school.

### 13.0 Voluntary Continuous Service Transfers, K-12 Program:

13.1 Teachers with permanent or continuing status may apply for transfer under this section if either:

a. The teacher has, for at least eight consecutive years immediately preceding the proposed date of transfer, served at one or more locations currently designated as a Title I or Urban Impact I School, or

b. The teacher has, for at least four consecutive years immediately preceding the proposed date of transfer, served at a location not currently designated as Title I or Urban Impact I but is willing to transfer to a Title I or Urban Impact I school.

For the purposes of this section, a year is defined as 134 days of service. Time spent on formal leaves shall not count as time served, but shall not constitute a break in service.

13.2 Application forms will be available on February 1 and must be filed by April 1 at an office designated by the District. Applications are valid for transfer for the following school year only (July 1 through June 30).

13.3 Transfer applicants must make themselves available for transfer to at least two geographic areas by ranked preference, but may make themselves available for transfer to more than two areas.

13.4 A Continuous Service Ranked Eligible List will be established by May 1 each year for each of the two categories identified in 14.1 above. Eligibility rank will be based solely on years of continuous service at qualifying locations as defined in 13.1 of this Section, with District seniority used to break ties. Applicants will be considered for transfer in rank order from each of the two lists. However, eligibility rank is subject to revision to comply with Section 1.2 of this Article.

13.5 Seventy-five applicants shall be transferred from category

(a) in 13.1 and 75 shall be transferred from category

(b) provided there are sufficient eligible applicants.

13.6 By May 1, the District shall establish and post in a conspicuous place in the Certificated Placement and Assignments Office a list of schools with "known vacant positions" as defined in Section 12.1 above.

13.7 Through May 15, interviews for positions are optional and may be initiated by applicants (who are placed on a Continuous Service Ranked Eligible List), by principals, or by the Personnel Division.

13.8 Between May 15 and June 1, applicants on the Continuous Service Ranked Eligible Lists who have not been placed by May 15 shall be offered assignment by the District ("must place") to a school in one of the geographic areas specified in the application. Where necessary, displacements shall be made to accommodate applicants on the two Continuous Service Ranked Eligible Lists, except at UCTP locations. All placements and displacements shall conform to the following:

a. The District shall analyze both the applicants and the known vacancies in terms of credential, subject field, grade level (K-6), and skills in an effort to find "matches" of vacancies and applicants, and place eligible teachers in such known vacancies prior to the use of displacement.

b. If there is no vacancy remaining for an eligible teacher in anyone of the requested geographic areas, the District shall displace a teacher whom it has determined to be a "match" pursuant to the provisions of Section 6.0 of this Article.

13.9 The following procedures govern offers of transfer:

a. A teacher has up to 5 (five) calendar days from the date of the offer in which to irrevocably accept or reject transfer.

b. If an applicant refuses an offer of assignment (except a temporary assignment under 13.10 below) or fails to respond within the ten calendar days, the application will be voided for that school year.

c. If a teacher accepts an assignment, then later declines or cancels for any reason, the teacher is subject to transfer to that assignment. The waiting period to apply again under the Continuous Service Transfer program shall be as stated in Section 13.1.

d. The District shall continue to make offers of transfers up to and including June 25 in order to transfer 75 teachers from each category. Immediately after June 25, the District shall supply UTLA with lists of employees transferred pursuant to this section.

13.10 Assignments made to locations identified under 11.1b or 11.1e above may be temporary. In such cases the employee will be advised at the time of offer that the assignment is temporary in nature.

13.11 An eligible teacher transferred pursuant to this section shall not be subject to involuntary displacement from the new assignment for three school years, except those teachers in temporary assignments made under 14.10 above. However, those on temporary assignments shall be guaranteed retention in the geographic area for a minimum of three years. Time spent on leaves shall be counted toward this exemption, except time spent on formal leaves of absence as the result of an unprovoked act of violence (Special Physical Injury Leave) or a bonafide Industrial Injury or Illness Leave that does not exceed 60 working days.

13.12 No transfer shall be made under this section which causes a school on the receiving end of a transfer to become racially/ethnically imbalanced within the meaning of the Teacher Integration Program, Appendix B, Article XI, Section 6.0, or which adversely affects Rodriguez compliance.

#### 14.0 Temporary Assignments:

14.1 Any personnel, including but not limited to District-Wide Transfer List teachers and contract pool teachers, who are assigned to a given location in order to fill in (directly or indirectly) for a teacher who is on leave with a right to return (sabbatical, illness less than one year, industrial injury) shall not, by virtue of such temporary assignment, gain status as a regular member of that school's staff for purposes of future assignment, bumping rights, or the like.

14.2 Teachers on the District-Wide Transfer List (See Section 7.0) may be assigned on a temporary basis to vacancies at schools with staff selection rights until the end of the semester, or equivalent period of time in multi-track schools. At that time, these teachers will be reassigned in accordance with Article XI, Sections 7.0b and 16.0e.

15.0 Transfer Assignment Priority: Except where otherwise provided in the Agreement, teachers shall be transferred to schools with known vacant positions (Article XI, Section 12.0) for which they are qualified by credential, subject field(s), grade level (K-6) and skills, in the following group order of priority:

a. Teachers covered by medical or hardship exemption (Article XI, Section 8.0) and guaranteed Continuous Service Transferees (Article XI, Section 12.0).

b. Certain teachers with return rights limited to:

(1) Those teachers displaced between the end of one semester and the beginning of the next semester, [Article XI, Section 12.0 (1)],

(2) Those teachers displaced as a result of a school closure decision, reconfiguration or boundary change [Article XI, Section 12.0a (2)], and

(3) Teachers returning to classrooms from non-classroom assignments (Article XI, Section 12.0 b.)

c. Teachers assigned to a school that is being converted to a Los Angeles Learning Center or a Charter School who do not wish to remain at such school may opt out by indicating so no later than May 15. Such teachers may take advantage of any transfer rights they may have under the Agreement or will be transferred to a vacancy at a school within the geographic region in which the present school is located, or if no such vacancy exists, shall be transferred to another geographic area.

d. Teachers transferred either as a result of having opted out of the Year Round School Program (Article XI, Section 17.0) or Magnet School, or out of the EIS program (Article XI, 7.0 b) and unassigned teachers displaced from closed schools (Article XI, Section 16.0),

e. District-Wide Transfer List. Displaced teachers (Article XI, Section 6.0, 7.0) and teachers returning from leaves with no right to return to a specific location (Article XI, Section 7.0a.)

f. Probationary contract waiver teachers, Section 7.5 of this Article.

g. Teachers transferred under the Voluntary Teacher Initiated Transfer Program, Section 5.0.

h. Teachers returning from Charter School Leave.

i. Teachers newly hired.

15.1 Nothing in this Transfer Assignment Priority Section (15.0 et seq.) is intended to supersede or amend other transfer provisions of the Agreement, except where there is a conflict, in which case this section shall prevail.

15.2 No assignment or transfer shall be made under this Article which causes a receiving school to become racially and ethnically unbalanced within the meaning of the Teacher Integration Program (Appendix B and Article XI, Section 3.0).

15.3 Generally, annual assignment and placement of teachers in accordance with the above priorities will be conducted simultaneously in all geographic areas. Assignments may be made directly by the Personnel Division without site interviews. In some cases teachers from different

priority groups may be interviewed and assigned concurrently. However, the District shall make a good faith effort to assure that by the fourth school week teachers are assigned and placed consistent with the above priorities excepting variations caused by special educational needs (see Section 6.0c of this Article), lack of an appropriate "match" between school needs and applicants, and staff integration requirements.

15.4 An effort will be made to accomplish all assignments by the first day of the Fall semester. However, when a vacancy occurs between the first week of the semester and the end of the school year, and that vacancy is filled without regard to the above priorities, the employee assigned to the vacant position shall be considered an interim assignment and subject to transfer.

16.0 School Closures, Reconfigurations, Boundary Changes and Other Actions Which Result in Movement of Groups of Students: The intention of this Section is to provide principles and rules to deal with the teacher assignment and reassignment effects of District decisions to move students as a group from one school site to another as a result of school reconfiguration (closures, boundary changes, etc.).

With respect to the existing teachers at receiving schools in reconfiguration programs, it has been agreed that this faculty will not be affected in any way by the number of students and teachers who are reassigned, and who do or do not arrive at receiving schools, as a result of the reconfiguration process. In other words, incoming teachers or students will not be used to either cause displacement of existing teachers from receiving schools, or to "hold" existing teachers at receiving schools who would otherwise have been displaced.

The principle articulated in the preceding paragraph is to be applied to faculty adjustments caused by school closures, boundary changes and other actions which result in the movement of students unless otherwise indicated in this agreement.

a. The District shall, in its sole discretion or pursuant to court order, determine from time to time the capacity of each school, determine school attendance boundaries and grade level alignments/reconfigurations, determine which students and grades are to be assigned and reassigned to which schools and determine which schools are to be closed. Teachers are to be transferred, as provided herein-after, so as to correspond to the movement of students and the special needs of students.

b. The administrators of the related sending and receiving schools shall, in consultation with one another and with appropriate District offices, proceed to develop their respective enrollment projections and Master Programs for reconfigured grades for the upcoming school year, taking into account the movement of students contemplated by this Section, and the required and elective subjects for the reconfigured grades, and determine the number and type of teachers needed at each location. It is understood that a given junior high or middle school may at the same time be deemed both a sending and receiving school with the possibility of some teachers being transferred to accompany outgoing students at the same time that other teachers are being transferred in along with incoming students or to fill openings. Any necessary transfers of teachers will be effectuated between the senior high schools and the related junior

high/middle schools, and then between the junior high/middle schools and the related elementary schools.

c. A proportionate number of teachers (based upon staffing norms) from each sending school are to accompany the students to the receiving school(s). Also, where LEP students are transferred a proportional number of bilingual teachers shall be transferred with the LEP students to the receiving school, so as to maintain the existing level of bilingual services. Proportional number means the approximate ratio of bilingual teachers (as defined in Article XI-A, Section 3.0) to affected LEP students as existed at the sending school prior to transfer of the LEP students. However, bilingual volunteers will be sought first from the sending schools, before requiring such a transfer.

d. The selection of teachers to accompany groups of students shall be as follows:

(1) The District shall make reasonable efforts to inform the faculty at the sending school of the number and type of openings available at the related receiving school(s). Teachers may then volunteer to transfer, using the District-provided form.

(2) Where there are fewer volunteers at sending schools than are needed, such volunteers shall be reassigned provided the receiving school has need for the volunteer's services grade level(s) or subject(s).

(3) Where there are more volunteers at a sending school than are needed, priority shall be given to those volunteers who during the majority of his or her teaching time during the previous three years taught the specific grade level and/or courses which are needed to be taught at the receiving school. If more volunteer(s) meet this criterion than are needed, the District shall select those with the most District seniority.

(4) No teacher transfer may occur where it would adversely affect the faculty racial and ethnic balance in a school. All assignments shall be made in accordance with the credential authorization laws of California.

e. Where the number of reconfigured students arriving at a receiving school is not sufficient to support the number of teachers previously assigned from sending schools, volunteers from among such teachers will be sought to return to the sending school(s). If there are not enough volunteers in the appropriate subject field(s)/grade levels, then teachers will be selected for return based upon the inverse of the order established in Section 17.0d(3). Any subsequent over-teachered condition at sending schools will be adjusted consistent with Section 6.0 of this article.

f. After norm date (fourth week), teachers assigned to receiving schools shall be considered part of the regular faculty of receiving school, and subject to all terms and conditions which apply to the faculty at the receiving school. Any subsequent over-teachered condition at the receiving school will be adjusted consistent with Section 6.0 of this article. It is understood that sixth grade

"Core Courses" at junior high schools are to be considered as a separate "program" under Section 6.0.

17.0 Year-Round School Opt Out: A teacher who is assigned to a school which is being converted to a year-round program, and who has indicated interest in remaining at the school, will remain at the site unless the teacher would otherwise have been transferred. One who has not by June 20 indicated such interest may take advantage of any transfer rights the teacher may have under the Agreement, or will be transferred as provided in Article XI, Section 16.0d to another school within the geographic area in which their present school is located, or if no such opening exists, shall be transferred to another school in a different geographic area. If no such school is available, the teacher may apply to an UCTP school in a neighboring geographic area which is not a year-round school. Once the June 20 commitment to remain in a year-round school has been made, it is understood that any other pending transfer requests may be denied for that school year.

## ARTICLE XI-A

### URBAN CLASSROOM TEACHER PROGRAM (UCTP)

1.0 Condition Precedent: The Urban Classroom Teacher Program (UCTP) has been agreed to with the understanding and condition that all costs will fully qualify for State reimbursement under the mandated cost provisions of the Education Code. In the event that any costs do not so qualify, the program(s) may be terminated immediately.

2.0 Selection of Schools: The District will designate the UCTP schools and reserves the right to determine the number and identity of participating schools. District selection of the number or location of UCTP schools is excluded from the Grievance Procedure (Article V).

3.0 Eligibility for UCTP: The designation of Urban Classroom Teachers shall be restricted to employees who are time-reported or serving full-time in one UCTP school.

4.0 Selection, Assignment and Reassignment of UCTP Staff: Selection, assignment or reassignment of employees to or from District designated UCTP locations shall be made consistent with goals and provisions of the Teacher Integration Program (Appendix B) and other applicable provisions of this Agreement. In addition, procedures used for selection, assignment, and reassignment of full-time staff to UCTP programs, shall include:

- a. Names of UCTP locations will be advertised District-wide;
- b. All appropriately credentialed contract teachers are eligible to apply for open UCTP positions at a given UCTP site. Those currently assigned to a UCTP site shall be retained, provided they were not rated "below standard" or deemed "unsuccessful." Where there are insufficient applicants for a given UCTP site, those who applied to other sites may be interviewed. Contract teachers currently assigned to or on leave from the designated UCTP site who are not interested in continuing on the UCTP staff, and those who do not agree to perform additional duties or responsibilities, will be administratively transferred to other schools within

the current administrative region pursuant to Article XI, Section 2.0 as soon as replacements are available.

c. Selection of staff to fill UCTP openings shall be based upon principals' review of applications and such interviews by principals and/or other school staff members as are deemed necessary by the principal. Personnel selected by the District shall be transferred to the UCTP location.

d. An eligible contract teacher who applies for and is transferred to a District-designated UCTP location is guaranteed right of return to the service area to which the teacher was assigned at the time of transfer effective the September following completion of three (3) full school years of service at the same UCTP location. Return rights may be deferred to September (only) of the two (2) school years following the original right of return date. Time spent on formal leaves of absence shall not be counted toward the three (3) year service requirement for return rights except for formal leaves specified in Section 4.4, Appendix B, of this Agreement.

e. Should the District discontinue the UCTP Program, eligible teachers assigned under Section 5.0 will be granted return rights specified in Paragraph 5.0(d) above effective the September following such discontinuance. Should a schools designation as UCTP be discontinued by the District, eligible teachers assigned under Section 5.0 may apply for placement at another UCTP site or request return rights specified in Paragraph 5.0(d) above effective the September following such discontinuance. Return rights under this paragraph do not require three (3) years of UCTP service.

5.0 Duties and Responsibilities: Each Urban Classroom participant shall make an individual commitment in writing to perform certain assigned duties and responsibilities in addition to those required by the employee's basic assignment. Successful performance of both basic duties and the assigned additional duties and responsibilities shall be a condition of continued assignment to any UCTP location. In addition to the regular evaluation process, which determines whether or not an employee "meets or exceeds" District standards, UCTP participants are subject to evaluations (which may or may not be conducted in conjunction with the regular evaluation process) to determine whether the employee has "successfully" performed as indicated above. In such evaluations, the administrator shall comply with the procedures of Section 5.0 of Article X. The additional duties and responsibilities shall involve 2.5 hours of service per week and to total 88.5 hours per year. Duties and responsibilities shall be equitably distributed and subject to the test of reasonableness and may be revised from time to time. By way of example, below is a partial listing of duties and responsibilities, one or more of which shall be required of each UCTP participant.

a. For a specific number of students assigned or referred, additional responsibility for:

- (1) Tutoring students;
- (2) Performing attendance duties such as truancy follow-ups;
- (3) Counseling students;



(4) Conduct additional periodic parent conferences including school- wide parent conference programs;

b. Conduct special homeroom or guidance room; periodic parent conferences including school-wide parent conference programs;

c. Conduct additional periodic parent conferences including school-wide parent conference programs.

d. Perform additional supervision duties;

e. Sponsor additional student activities;

f. Attend additional staff development meetings;

g. Develop and implement required instructional plans necessary to implement the program for the school year;

h. Develop and implement required school policies and programs such as Homework and Guidance;

i. Develop necessary instructional materials;

j. Develop and attend articulation meetings with faculty from other schools.

k. Accept additional coordinator and coaching duties;

l. Conduct elective school club activities.

5.1 At UCTP locations, the above additional hours, duties, and responsibilities are not to diminish employee responsibilities referred to in Article IX. Also, the additional responsibilities for UCTP locations are not to diminish employee responsibilities at non UCTP locations.

6.0 Differential Payments: Urban Classroom Teachers shall receive a lump-sum salary differential payment of \$1,000 per semester.

6.1 Absences causing a loss of UCTP "additional duties" totaling five hours or more per semester shall result in a proportionate reduction in the UCTP differential payment.

6.2 No differential shall be paid for summer school or for any period of time which exceeds the equivalent of a C Basis assignment.

7.0 Substitute Teachers: Substitute teachers who qualify as Extended Substitutes pursuant to Article XIX, Section 4.0 shall be eligible to participate in the UCTP provided they meet all of the other conditions required of regular teachers.

7.1 The lump-sum salary differential will be paid effective the date the UCTP Commitment was signed.

7.2 No substitute or contract teacher serving in a pool shall receive the UCTP salary differential unless the teacher meets all other requirements of this section.

## ARTICLE XI-B

### MASTER PLAN PROGRAM

1.0 Minimum Requirements for Participation in the Master Plan Program: The District shall determine from time to time (a) whether and to what extent a given school is to participate in the District's Master Plan Program; (b) the levels of skills and training required in order to be eligible to participate in the Master Plan Program at any given location; and (c) whether any individual employee meets those program requirements.

1.1 In order to be considered eligible to participate in the Master

Plan Program, all employees except those with bilingual certification as defined in Section 3.1 are required to have successfully completed a minimum of 4 semester units (as defined in Article XV) of coursework in language development methods and culture, either through District training resources or through District approved university coursework. This same coursework will normally prepare the employee for passage of the State administered BCLAD methodology and culture of emphasis test components and eligibility for receipt of the \$500 stipend (\$250 for each component) incentive of Section 2.0 of this Article; but even if the BCLAD test component is not taken or is not passed, completion of the coursework is essential. Coursework completed under the previous bilingual plan (or passage of the BCC culture and methodology test components) counts toward this requirement.

1.2 In order to permit employees who have not yet met this requirement the time to do so, there shall be a two-year grace period for each employee. At the conclusion of the two-year period an employee who has not satisfied the above coursework requirement will be deemed ineligible for further participation in the Master Plan Program.

2.0 Culture and Methodology Incentive Stipends: Teachers who are monolingual or are not fluently bilingual have a role within the Master Plan Program. The following stipends (one-time incentive payments) will be offered to all qualified K-12 and prekindergarten employees serving in Master Plan programs, to promote the acquisition of training leading to successful passage of each of two State administered examination components (culture of emphasis and methodology) of the BCLAD Examination. All participating Master Plan employees, including monolingual teachers, are eligible for these stipends. The stipends total \$500 for each employee as follows:

a. A stipend of \$250 per component shall be paid for verification of successful passage of each of the two BCLAD/ examination components (culture of emphasis and methodology). This stipend applies to Master Plan employees who at any prior time passed the BCLAD/BCC examination component(s).

b. Those who immediately qualify for a differential under Section

3.0 below and who have previously passed the two examination components shall have the first \$500 received under the differential program deemed to be compensation for their prior passage of the two required components.

Those who have received stipend payment for passage of the two components, and who then subsequently qualify for any of the differentials described in Section 3.0 below, shall have their prior \$500 stipend payment deemed to be an advance on their first differential payment.

c. Those who possess A-level language proficiency, and

are participating in a Master Plan Program, but have not yet passed one or two of the required examination components, will be permitted to commence receipt of the differentials described in Section 3.0 below, but such employees must verify passage of the two examination components within two years of commencing receipt of the differential in order to retain their salary differential (Section 3.0 and 3.3c below) beyond that grace period date.

d. Restoration of Eligibility for A-Level Differentials: A-level

employees who become ineligible for further differential payments because of not having passed both the culture and the methodology exams as set forth in Section 2.0c and 3.3b may become eligible again in the differential payment cycle following the one in which they verify passage of the required component(s), providing all other requirements are met.

3.0 Master Plan Salary Differentials: Effective July 1, 2001, any teacher who had received a BCLAD/BCC and or A-Level differential during the period from April 1, 1998 through June 30, 2001 shall, if qualified (see Sections 3.1 - 3.7), be eligible to receive the following annual maximum differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency. Fifty per cent (50%) of the annual bilingual differentials will be paid each semester. Employees in a Model A program are not eligible for a bilingual differential.

Certification/Fluency	Waived to Basic or Dual Language Program		Model B	
	PHBAO/CAP	*Non PHBAO/CAP	PHBAO/CAP	*Non PHBAO/CAP
BCLAD/BCC	\$5,000	\$1,000	\$5,000	\$1,000
A-Level Fluency	\$2,500	\$500	\$2,500	\$500

Newly hired teachers with a district hire date on or after July 1, 2001 and current teachers who did not receive a BCLAD/BCC and/or A-Level differential during the period of April 1, 1998 through June 30, 2001, shall, if qualified (see Sections 3.1 - 3.7), be eligible to receive the annual maximum differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency. Fifty per cent (50%) of the annual bilingual

differentials will be paid each semester. Employees in a Model A program are not eligible for a bilingual differential.

\* As used throughout this Article, the term "CAP Receiver" or APHBAO/CAP Receiver@ is intended to refer solely to those schools, which are designated, as part of the Student Integration Plan, to receive LEP-ELL students transported from overcrowded PHBAO schools.

Certification/Fluency	Waivered to Basic or Dual Language Program		Model B	
	PHBAO/CAP	Non PHBAO/CAP	PHBAO/CAP	Non PHBAO/CAP
BCLAD/BCC	\$3,000	\$600	\$2,000	\$400
A-Level Fluency	\$1,500	\$300	\$1,000	\$200

As provided in Section 2.0, the first \$500 allocated to each employee who qualifies for the above differentials shall, on a one-time basis, be dedicated to payment of the \$500 total (or \$250 per component) culture and methodology incentive stipends. By the same token, employees who would otherwise qualify for the above differentials, but have not yet passed the two required culture and methodology components, will have the first \$500 (or \$250) of differential payment withheld pending passage of the tests.

3.1 Qualifications for BCLAD/BCC-Level Salary Differential: To qualify for the BCLAD/BCC-level differential as set forth in Section 3.0 or in the ESL differential of Section 3.4c, employees must meet the qualifications of Section 3.4 and also must possess and have registered, prior to assignment to the Master Plan Program, one of the following credentials:

- a. Bilingual/Cross Cultural Specialist Credential;
  - b. Multiple Subjects Teaching Credential with Bilingual Crosscultural Emphasis or with Bilingual, Crosscultural, Language and Academic Development (BCLAD) Emphasis;
  - c. Single Subject Teaching Credential with Bilingual Crosscultural Emphasis or with Bilingual, Crosscultural, Language and Academic Development (BCLAD) Emphasis;
  - d. Bilingual Certificate of Competence (BCC); or
  - e. Bilingual, Crosscultural, Language and Academic Development (BCLAD) Certificate.
6. Bilingual Certificate of Assessment Competence (only for school psychologist and speech and language teachers.)

3.2 Qualifications for Alternative Certification Employees: Alternative certification employees, including but not limited to those who hold an emergency permit, pre-intern, university, or district Intern certificate, waiver, exchange or sojourn credential will be eligible for a bilingual differential only at the A-level rate, providing they have District A-level proficiency and meet all other requirements relating to that differential category.

### 3.3 Qualifications for A -Level Salary Differential:

a. To qualify for the A-Level differential, as set forth in Section 3.0, employees must possess and have registered, prior to assignment to the program evidence of passage of the District Fluency Examination at A-level, or evidence of passage of the BCLAD/BCC language component. A-level employees must also meet the qualifications as set forth in Sections 3.3b and 3.4.

2. A-level teachers must, within two years of commencing receipt of the differential, verify passage of the two BCLAD/BCC test components (culture and methodology) as set forth in Section 2.0c.

c. For special provisions relating to certain Secondary Teachers of ESL classes see 3.4c. below.

### 3.4 Additional Qualifications for Both BCLAD/BCC-Level and A

#### Level Salary Differentials:

a. Elementary teachers must, in a Waivered to Basic, Dual Language, or Model B program, deliver an appropriate Master Plan Program of instruction on a daily basis using the primary language of the LEP-ELL students whose number must be a minimum of one-third of the total classroom enrollment. The differential shall be pro-rated in the case of part-time assignments and for those assigned more than 20 days but less than a semester.

b. Secondary teachers must, in a Waivered to Basic, Dual

Language or Model B program, provide appropriate instruction on a daily basis using the primary language of the ELL students for a minimum of three academic instructional periods a day in order to receive the full differential. The differential shall be pro-rated for those assigned fewer than three qualifying periods and for those assigned more than 20 days but less than a semester. In a secondary Waivered to Basic or Model B academic period, if one or two students of the total enrollment are not identified as English Language Learners, the teacher shall not lose eligibility for a differential. If students redesignate during the semester and remain in the classroom, the teacher shall not be deemed ineligible for a differential. In the event that more than two students are not identified as English Language Learners and results in non-eligibility for a differential, the affected employee can request a review process pursuant to section 4.0 below.

c. The foregoing notwithstanding, Secondary BCLAD/BCC and A-level teachers who are available to teach classes in the primary languages of ELL students, but who have instead been assigned to ESL classes for a minimum of three instructional periods a day, shall be eligible for a salary differential which is to be 50% of the differential they would receive if they were assigned to teach classes in the primary language. This differential shall be pro-rated as provided in Section 3.4 b above.

d. Special Education (elementary and secondary) teachers must meet the qualifications as set forth above and provide appropriate Master Plan services for a minimum of fifty percent (50%) of the employee's work day. The corresponding pro-ration rules shall apply.

e. Prekindergarten teachers must meet the qualifications for elementary teachers as set forth above.

3.5 Non-Classroom, Itinerant or Non-School Employees: Effective July 1, 2001, any non-classroom, Itinerant or non-school employee who had received a BCLAD/BCC and or A-Level differential during the period from April 1, 1998 through June 30, 2001 shall, if qualified (see Sections 3.1 - 3.7), be eligible to receive the following differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency:

Certification/Fluency	PHBAO/CAP	Non-PHBAO/CAP
BCLAD/BCC	\$5,000	\$1,000
A-Level Fluency	\$2,500	\$500

A newly hired non-classroom, Itinerant or non-school employee with a district hire date on or after July 1, 2001, shall, if qualified (see section 3.1 -3.7), be eligible to receive the following differentials if assigned and delivering appropriate Mater Plan Program instruction requiring the BCLAD/BCC and or A-Level Fluency:

Certification/Fluency	PHBAO/CAP	Non-PHBAO/CAP
BCLAD/BCC	\$1,000	\$200
A-Level Fluency	\$500	\$100

a. Non-classroom\* employees serving at a single school location must provide appropriate service on a daily basis in the primary language of the ELL students participating in a Master Plan Program for a minimum of fifty percent (50%) of the employee's work day.

b. Itinerant employees serving at multiple locations shall be eligible for a pro-rated combined (all-District amount plus PHBAO/CAP Receiver) amount as follows:

(1) First, calculate the percentage of the employee's total work assignment which is in PHBAO/CAP Receiver schools (e.g., if 4 out of 5 days, the factor would be 80%). In order to qualify for any differential, this factor establishes the maximum differential possible. The non-PHBAO/CAP Receiver services are not to be considered further, regardless of their nature.

(2) Next, calculate the percentage of the PHBAO/CAP Receiver services which are rendered to ELL students/ parents and which require utilization of the students' primary language. The employee is responsible for maintaining accurate daily records (logs, contact forms, etc., as directed) and preparing appropriate and

\* See Article IX, Section 3.4

accurate summary reports documenting the nature and extent of such services. The records must reflect the language status of the person served, and the length of time the employee utilized the primary language. These records and reports are subject to supervisory approval and subsequent audit. Services to ELL persons, which do not require utilization of the primary language, do not count toward this calculation. If the factor calculated pursuant to this paragraph is 50% or more, the employee shall receive the percentage of the differential established in paragraph 1 above.

c. Non-school employees must participate in the Master Plan Program and utilize the primary language for a minimum of fifty percent (50%) of their workday. Calculations for these employees shall be determined pursuant to paragraph b. above.

3.6 Date of Eligibility for Salary Differentials: Employees who meet the qualifications for salary differentials as of Norm Day of each semester, and who thereafter continue in the same assignment, shall be paid the appropriate differential. Employees who meet the qualifications after Norm Day and who thereafter continue in the same assignment, shall be paid the appropriate differential upon verification of eligibility. Such differential payments shall be subject to pro-ration, as set forth above. Whenever a school becomes newly eligible for the salary differential program, the eligible employees shall immediately become subject to the salary differential, consistent with the above proration rules.

3.7 Condition Precedent: Payment of the PHBAO/CAP Receiver portion of the Master Plan salary differentials is contingent upon State funding reimbursement (at the 80% level) through an approved expansion of the District's State-mandated Student Integration Program. In the event that any costs do not so qualify the program may be suspended or terminated immediately, and the program shall immediately be subject to reopened negotiations.

3.8 The District and the UTLA Article XXX Bilingual Subcommittee shall continue to discuss issues and concerns related to the Master Plan including classroom organization.

3.9 Committee Review: The existing District Bilingual Ad Hoc Committee shall review The Master Plan and create a method of evaluating the effectiveness of The Plan. The Committee will jointly determine the details of the review and evaluation. A joint report of the outcome of this review and evaluation shall be completed and distributed to the District and UTLA.

3.10 Availability of Competency Exams: The District and the UTLA Article XXX Bilingual Subcommittee shall collaborate to provide opportunities for individuals to take the District fluency exams that are necessary to comply with the Master Plan qualifications.

4.0 Special Dispute Resolution Process for Secondary Teachers:

Effective July 1, 2001, A secondary teacher providing Master Plan instruction in a Waivered to Basic or Model B Program requiring 100% English Learners, who was deemed not eligible for a differential due to having more than two students who are not English Language Learners, may

request a joint LAUSD/UTLA Differential Review. The Differential Review committee shall consist of two members. Both UTLA and LAUSD shall recommend one designee to serve on the Differential Review Committee. If an acceptable resolution is not reached through the Differential Review Committee, the teacher may appeal to the Local District Superintendent. The Local District Superintendent, in conjunction with a designee from Human Resources Division shall review the appeal on a case-by-case basis and the decision will be final and binding on a one time non-precedent setting basis.

## ARTICLE XI-C

### TITLE I PROGRAM

1.0 Recognition: UTLA and the District recognize that Title I is a funding process that provides supplemental improvements in the educational program for disadvantaged students.

2.0. Schoolwide Program: Schoolwide programs may, in compliance with applicable law, be implemented at eligible schools.

2.1 School-based Program: Each school shall design its process steps and specific program standards. Items to be included are:

- a. Staff development models and planning resources.
- b. Selection and confirmation of school writing team by the Local School Leadership Council and Title I Advisory Council.
- c. At least one full faculty review of design.
- d. At least one all parent meeting for review of the design.
- e. An approval of the Program at joint meeting of Local School Leadership Council and Title I Advisory Council.
- f. Other items as determined by the school.

3.0 School-based Management: The Title I schoolwide program design and the proposal that the school submits for School-based Management under Article XXVII of this Agreement may be one and the same.

4.0 Improvement of Student Attendance: Schoolwide and other Title I school site programs shall incorporate strategies and instructional delivery system to improve student attendance. Strategies and systems may include:

- a. "school-within-a-school" program;



- b. off-hour and alternative location programs for eligible students who can't attend during regular hours or on a regular campus;
- c. school-community organizing drives to counter absenteeism;
- d. activity-based and context-cited learning.

## ARTICLE XII

### LEAVES AND ABSENCES

1.0 Leave and Absence Defined: A leave is an authorized absence from active service granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service unless the employee's service would have otherwise been terminated. All other employees, except for those excluded in Section 2.0 below may qualify for absences but not leaves. Leaves are either "permissive" or "mandatory." As to permissive leaves, the term "may" is used and the District retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves the term "shall" is used and the District has no discretion as to whether the leave is to be granted to a qualified employee. The term "formal leave" refers to any leave of more than twenty days in duration. Formal leaves must be applied for in writing using the District form.

1.1 Employees who are on unpaid leaves and employees who exhaust their paid benefits while on paid leave are not eligible for District-paid health and welfare benefits while in unpaid status. As an exception, employees on approved unpaid Family Care and Medical Leave/Absence are eligible for District-paid benefits provided they are otherwise eligible for such benefits as provided in Section 24.8 of this Article. Also, employees in unpaid status may arrange for continuance of benefits under Article XVI, Section 9.0 COBRA. In addition, employees in unpaid status will have their assignment basis changed from annualized to unannualized (pay as you work). Such changes may result in employees having been paid salary for which they are not eligible based on service provided. To avoid this, employees may request that their assignment basis be changed in advance of the start of the school year.

2.0 General Eligibility Provisions: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves. Other employees serving under written contracts of employment may qualify for such leaves if provided for in their contracts. All other employees, including substitutes, may qualify for certain paid or unpaid absences with no right to return, but are not eligible for leaves except for family care and medical leave, if eligible. All other employees, including substitutes, may qualify for certain paid or unpaid absences with no right to return, but are not eligible for leaves except for family care and medical leave, if eligible.

2.1 Subject to the restrictions specified in Article XIX, a day-to-day substitute or temporary employee may be paid for certain absences as specified in this Article, provided the employee was serving and not released at the close of the working day immediately preceding the day for which paid absence is requested; and the paid absence shall cease with either the return to service of the absent employee whom the day-to-day substitute was replacing or with the end of the

projected assignment, whichever occurs first. However, such restrictions shall not apply in the case of pregnancy disability (Section 10.2) or industrial injury absences (Section 13), or family care and medical leave (Section 24).

3.0 Rights Upon Return: Any employee returning from the leaves listed in this section of one calendar year or less shall be returned to the location from which leave was taken, except that the employee may be transferred pursuant to Article XI, Transfers, if such a transfer would have been made had the employee been on duty. Such return rights are limited to the following leaves:

- a. illness
- b. industrial injury
- c. reduced workload
- d. pregnancy
- e. exchange
- f. sabbatical
- g. family care and medical leave of 60 working days or less
- h. any leave in which the employee was replaced by a substitute teacher (including a contract pool teacher working in a substitute capacity)
- i. child care leave immediately following pregnancy leave, birth or adoption, but only for the balance of the semester or track, e.g., (July 1-December 31 and January 1-June 30) in which the child care leave commenced; and only if the combined pregnancy leave and child care leave does not exceed two semesters. As an exception that the child care leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the child care leave will be granted only for the balance of the semester or track in which the child care leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

Employees returning from leaves other than as provided above may be subject to transfer pursuant to Article XI.

4.0 Restrictions: An unpaid leave or absence may not be converted to a paid leave or absence, except in the case of pregnancy disability as

provided in Section 10.2 of this Article. No employee shall be eligible for a permissive leave from the District who has had three semesters of permissive leave during the six semesters immediately preceding the requested leave, except as provided in Section 11.0, 17.0 and 21.0.

For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Superintendent may, in his sole discretion, grant a waiver from this limit, for one semester. For Children's Center and other employees not assigned on the usual semester basis, the semester period shall be computed as being one-half of the normal annual assignment and the 65 working days shall be proportionately adjusted.

5.0 Application: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. Exceptions may be made in the sole discretion of the District. Applications for informal permissive absences not to exceed five days shall be submitted for approval to the immediate administrator. Applications for informal permissive absences in excess of five days shall be made to the immediate administrator and must be approved by the appropriate Cluster Administrator or branch/division head.

5.1 For continuous programs (Year-round, Children's Center, etc.), the deadline for leave applications, unless otherwise provided, shall be April 15 for all leaves commencing during the period July 1 through December 31 and November 15 for all leaves commencing during the period January 1 through June 30.

6.0 Notification Requirements: Unless otherwise provided in this Article, an employee who intends to be absent for 20 working days or less must make every reasonable effort to notify the appropriate substitute office not later than 6:30 a.m. on the day of absence and notify the school or section to which assigned not later than 30 minutes before the schedule begins on the day of absence. Hourly rate employees must notify the school or center not later than one hour before the employee's class meets. When the absence is to be for one day only, employees may, when reporting the absence to the school or center, also give notice on intended return for the following day. All other employees returning to service must notify the school or section at least one hour before the end of the regular working day on the day before the day of anticipated return. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid. Notification requirements for an approved family care and medical leave shall be in accordance with Section 24.4 of this Article and Government Code Section 12945.2.

7.0 Cancellation of Leave: A request by an employee for cancellation of a leave or for cancellation of a request for a leave shall be granted unless an employee other than a day-to-day substitute has been assigned to fill the employee's position at the site. Exceptions may be made in the sole discretion of the District. The appropriate required credential or permit held at the time the leave was granted must be maintained, or the leave terminates and the employee is subject to termination. The employee shall be so notified.

8.0 Expiration of Leave: Two calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the District, the employee must notify the Personnel Office of an intention to return, or request an extension of leave, if eligible. Failure by the employee to give such notice, or to report to duty as directed after having given such notice, shall be considered abandonment of position and resignation from service. An exception to this provision or requirement shall be made if it was impossible for the employee to give the required notice. In the case of an early return from family care and medical leave, if the employee

informs the District of a desire for early return the District will, if feasible, return the employee to service within two working days after the employee notifies the District of the request to return.

8.1 Return from Leave - Medical Review Committee: An employee not approved to return from a leave by the District Medical Director may appeal to a Medical Review Committee. The committee shall be comprised of a District physician, a physician selected and compensated by UTLA, and a third physician who shall be selected by the two physicians and compensated equally by the District and UTLA. A majority decision by the Medical Review Committee shall be final and binding .

9.0 Bereavement (Paid): An employee is entitled to a paid leave/absence from the District, not to exceed three days, on account of the death of a member of the employee's immediate family if acceptable proof of death and relationship is provided and the leave/absence commences within ten calendar days of the death. If more than one such death occurs simultaneously, the leaves may be taken consecutively. If out of state travel is required and requested, an additional two days shall be granted. The immediate family is defined as the following relatives of the employee:

- a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
- e. Grandchild (includes grandchild of spouse, step grand- children, and grandchildren of cohabitant who is the equivalent of spouse)
- f. Brother
- g, Sister
- h. Any relative living in the employee's immediate household

10.0 Pregnancy and Related Disability (Paid and Unpaid):

10.1 Paid Disability Absence: For that period of time during which the employee (including temporaries and substitutes) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness absence pursuant to Section 12.0 of this Article.

10.2 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave (or, in the case of substitutes or temporaries, an unpaid absence) and still qualify for paid absence

during the period of disability. This is the only exception to the general rule that paid leaves may only be taken from active status.

10.3 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. District forms for such certifications, and application forms, shall be available at each site.

11.0 Child Care (Unpaid): An unpaid leave shall be granted to a permanent employee to care for such employee's own (including adopted) child of under five years of age. The leave, together with any renewal thereof, shall not exceed the equivalent of four semesters in duration.

11.1 A probationary employee shall be granted an unpaid child care leave immediately following the pregnancy leave, birth or adoption, for the balance of the semester (or equivalent period of time in a year-round school, e.g., July 1-December 31 and January 1-June 30) in which the child care leave commenced. The combined pregnancy leave and child care leave shall not exceed two semesters. As an exception that the child care leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the child care leave will be granted only for the balance of the semester or track in which the child care leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

11.2 Application may be submitted at any time but must be on file in the Personnel Office by April 15 for the fall semester and by November 15 for the spring semester. Starting and ending dates may be adjusted by the District to meet educational program needs, except in the case of the starting date for a child care leave which begins immediately after pregnancy leave or family care and medical leave.

11.3 Child care leaves of limited duration have return rights as provided in Section 3.0 of this Article.

12.0 Illness (Paid): An employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.

12.1 Subject to the restrictions specified in Article XIX, each employee shall accrue 0.05 hour of full-pay illness absence credit for each hour for which salary is received in a certificated assignment except for Auxiliary Teacher, Replacement Teacher, an assignment for which a lump-sum payment is or could be received, or salary received for sabbatical leave.

12.2 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) who is under contract (including temporary contract) for a full school year, who has accrued fewer than the number of full-pay illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness absence days which, when added to the accrued full-pay illness absence days equals the equivalent to 100 days of full and half-pay illness absence days.

12.3 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) shall receive credit for full-pay illness absence hours up to ten days (pro-rated for those employed for less than a full school year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored. A full-time active employee assigned to a Concept 6 (including modified) school shall be credited with full-pay illness hours equivalent to ten Concept 6 days.

12.4 An exception to the "active employee" requirement of Sections 12.2 and 12.3 will be made upon request once in each employee's career to permit qualification for the annual full and half-pay illness absence hours, even though the employee is unable to report to work at the commencement of the employee's annual assignment basis due to illness, provided the following conditions are met:

- a. The employee holds probationary or permanent status.
- b. The employee did not carry over any full pay illness hours from the previous year.
- c. The employee has on file an illness leave request satisfying the requirements of Sections 12.8 and 12.9.

12.5 If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to the District the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability.

12.6 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year.

12.7 When an employee is absent under this section and such absence is properly verified, the employee will receive full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half pay up to the total of half pay days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 12.3. Pay for absence shall not be made in increments of less than .3 hours (18 minutes).

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

12.9 An employee absent from duty for any illness, injury, or other disability for more than 5 consecutive working days shall be required to submit either the Certification of Illness or Injury Card (Form 60.82) completed by the

attending physician or a statement from the attending physician on letterhead attached to Form 60.82. Form 60.82 shall be signed by the employee. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.

12.10 If a permanent employee resigns and returns within 39 months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless such had been transferred to another agency or used in computation of retirement allowance. Any other employee who resigns or is otherwise terminated and returns within 12 calendar months of the last date of paid service, shall be restored the number of hours of full-pay illness absence to which entitled, unless such has been transferred to another agency.

12.11 Catastrophic Illness Leave Program: The District and UTLA shall jointly study the feasibility of establishing a catastrophic illness leave program pursuant to which employees could donate sick leave credits to eligible applicant employees. The study shall be targeted for completion by January 15, 1993. At that time the study team shall prepare a joint report detailing the results of this study. This catastrophic illness leave study shall then be brought back to negotiations for the next collective bargaining agreement.

13.0 Industrial Injury or Illness Paid: An employee who is absent from District service because of an injury or illness which arose out of and in the course of employment, and for which temporary disability benefits are being received under the worker's compensation laws, shall be entitled to a paid absence or leave under the following conditions:

- a. Allowable leave/absence shall be for up to 60 working days for the same injury or illness.
- b. Allowable paid leave/absence shall not be accumulated from year to year.
- c. An employee absent under this section shall be paid such portion of the salary due for any school month in which the absence occurs as, when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than the employee's full normal salary. For substitutes and limited term employees, full normal salary shall be computed so that it shall not be less than the employee's average weekly earnings as utilized in Section 4453 of the Labor Code. For purposes of this section the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

d. When an authorized leave/absence continues into the next school year, the employee shall be entitled to only the amount of unused leave/absence due for the same illness or injury.

e. Each employee who has received a work-related injury or illness which requires medical attention or absence from work for more than the day of the occurrence, must complete a written report of injury on a form to be provided by the District. This written report must be submitted to the immediate administrator within two working days after occurrence if the employee is physically able to do so. The site administrator shall, as a result of an investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on the District's Emergency Medical Panel. When the employee files the report of injury or illness, the site administrator shall notify the UTLA Chapter Chairperson of the reported injury unless the employee requests that the matter not be so disclosed. Also, if the employee reports or alleges that the injury arose out of an act of violence, the administrator shall report the incident to the School Police.

f. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination; and (4) applied in writing to the District for such an extension, using a District form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the immediate administrator. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the employee health coordinator. An employee may be required during the extended period to be evaluated by the employee health coordinator at any time.

g. Employees covered under Section f. shall have the right to be transferred to the next appropriate opening available in the same or adjacent geographic region.

13.1 Upon exhaustion of the above-authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.

13.2 An employee absent under this section shall remain within the State of California unless the District authorizes the travel outside the State.



14.0 Personal Necessity Leaves or Absence (Paid): Subject to the limits set forth below, an employee shall be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:

- a. Death of a close friend or relative not included in the definition of immediate family (as used in this section, the term "immediate family" shall be as defined in Section 9.0 of this Article);
- b. Death of a member of the employee's immediate family, when time in excess of that provided in Section 9.0 of this Article is required;
- c. Serious illness of a member of the employee's immediate family;
- d. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);
- f. Religious holiday of the employee's faith;
- g. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;
- h. An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day.
- i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena for which salary is not allowed under Article XII, 18.3:
  - (1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;
  - (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and
  - (3) The employee must return to work in cases where it is not necessary to be absent the entire day;
- j. Conference or convention attendance pursuant to Section 19.0 of this Article;
- k. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code;

1. Up to four hours of paid personal necessity leave and up to thirty six (36) additional hours of accrued vacation or unpaid leave not to exceed a total of (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.

14.1 The following limits and conditions are placed upon allowing a personal necessity absence:

a. Except as in I., above, and (1), below, The total number of days allowed in one school year for personal necessity absence shall not exceed six days per school year for a probationary, permanent or provisional contract employee, or subject to the restrictions specified in Article XIX, three days per school year for a day-to-day substitute employee.

(2) If personal necessity absence is taken to attend to the illness of the employee's child, parent, or spouse, up to six additional days shall be allowed in any calendar year (to total 12 maximum days - see b below) for probationary, permanent, or provisional contract employees. However, this provision does not extend the maximum period of leave to which an employee is entitled under Family Care and Medical Leave, regardless of whether or not the employee receives sick leave compensation during that leave.

b. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the employee is entitled.

c. The personal necessity leave shall not be granted during a strike, demonstration or any work stoppage.

d. The employee shall be required to verify the nature of such necessity. Such statement shall be filed with the appropriate administrator no less than five working days in advance of a religious holiday, court appearance or school visitation. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist.

15.0 Sabbatical Leave (Paid): A permanent employee shall be granted a sabbatical leave of absence for up to one year for the purpose of permitting study or travel by the employee which will benefit the schools and students of the District under the following conditions:

a. The allocated number of sabbatical leaves shall be: For 1995-96, 1996-97 and 1997-98, none.

b. The employee must have rendered satisfactory certificated service for at least seven consecutive years (of at least 130 full days of paid time) immediately preceding the effective

date of the leave, not more than two of which may be in substitute status, unless the District in its discretion waives such requirement;

c. The employee must sign an agreement to study or travel according to a plan acceptable to the District;

d. The employee must agree to receive one-half of the applicable basic salary (excluding extra assignments) less appropriate deductions;

e. The employee must agree to render certificated service in permanent and paid status immediately following the leave which is equal to twice the length of the leave during a period not to exceed four times the length of the leave. An indemnity bond satisfactory to the District is required to assure such performance; and

f. The employee shall reimburse the District for the cost of the sabbatical salary and benefits in the event of non-compliance with any of the sabbatical regulations except for reason of death or physical or mental disability.

15.1 Sabbatical leave applications shall be filed by April 15, and once approved under paragraph 15.0 c. shall be considered on a priority basis; if more employees request sabbatical leaves for any school year than there are funds budgeted, the employees with the most complete semesters served in the District (or served since the last sabbatical, whichever is applicable) shall be granted the leave. If a tie develops, the employee with the lower seniority number established in accordance with Article XI, Section 6.2 shall be granted the leave. For purposes of determining priority, the second period of a split sabbatical leave shall be considered a continuation of the first period. The first round of successful applicants shall be notified by June 1. There shall be prompt notification of subsequent approvals resulting from cancellations after the first round. However, if the employee would have been selected, and, as the result of the cancellation has already begun service for the Fall semester, that employee shall not be selected but shall have a priority for the Spring semester. This priority shall not extend to the next school year.

15.2 Interruption of the program of study or travel caused by serious injury or illness shall not be considered a failure to fulfill the conditions of study or travel upon which such leave is granted, nor shall interruption affect the amount of compensation to be paid such employee under the terms of the leave agreements, provided:

a. Notification of illness is given to the Personnel Division by means of registered or certified letter; and

b. Written evidence verifying the interruption of the travel or study due to illness is filed with the assignment office. A sabbatical leave cannot be changed to an illness leave before the expiration date of the sabbatical leave.

15.3 Involuntary call to active military service will justify the conversion of a sabbatical leave to a military leave without jeopardy to sabbatical salary already received.

15.4 An employee who fails to complete all of the requirements of the sabbatical leave due to illness in the family or other causes beyond the employee's control may receive compensation on a prorated basis if a portion of the requirements is completed.

15.5 If a sabbatical leave is cancelled pursuant to Section 7.0 of this Article, the following terms shall be applicable:

a. The leave may be converted to personal leave effective with the beginning date of the sabbatical leave; but sabbatical rights will be forfeited for the year following the year of cancellation;

b. An employee who cancels a sabbatical leave may request a return to duty. Upon return to duty the employee may be assigned temporarily to another site at the discretion of the District, but shall retain return rights (see Section 3.0) at the end of the originally scheduled sabbatical leave; and

c. An employee may apply for an exemption from any provision of this section on grounds that an emergency exists, and the Superintendent may thereupon waive any part of this section to permit the employee to return to service in the District without loss of sabbatical rights, but any sabbatical salary received must be refunded.

16.0 Exchange Leave: An exchange leave shall be granted to a permanent employee in accordance with an agreement entered into by the employee and District under applicable provisions of the Education Code. Applications must be filed with the Personnel Division by October 15 for leaves to be taken during the following year. Return rights to the previous work site shall be the same as for sabbatical leaves.

17.0 Personal Leave (Unpaid): An unpaid leave shall be granted to a permanent employee for a period not to exceed 52 consecutive calendar weeks, except as provided below, for a specific personal reason satisfactory to the District, including but not limited to the following:

a. To be with a member of the immediate family who is ill (see Section 9 of this Article for the definition of the immediate family);

b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the District;

c. To rest, subject to the approval of the employee health coordinator;

d. To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required;

e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;

f. To serve as a State Legislator--such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;

g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature.

Applications may be submitted at any time but must be on file in the Personnel Office by April 15 for Fall semester and November 15 for Spring semester. Paragraphs a, c and d above are not subject to these deadlines.

#### 18.0 Government Order Leaves (Commissions, Military, Witness, and Jury Service)

18.1 Paid leave shall be granted for service on a Commission on Professional Competence established pursuant to the Education Code.

18.2 An appropriate military leave/absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code.

18.3 A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave may be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division.

18.4 The mutual intention of the District and UTLA is that jury service be encouraged, but also limited, as far as practical, to periods of time when the continuity of instruction and District operations will not be adversely affected.

a. An employee summoned to jury service in federal or state court shall notify the immediate administrator of such summons.

b. All bases except A basis. As a condition for paid absence, the employee shall seek postponement of the jury service so that it can be performed on the employee's recess or off-track period.

(2) Involuntary jury service commenced during the employee's recess or off-track period which inadvertently extends into the employee's assigned or on-track period shall qualify as paid absence for up to twenty working days from the start of the assignment or track.

(3) The twenty days limit shall be subject only to such exceptions which may be agreed upon by the District and UTLA.

3. A basis. As a condition for paid absence, employees assigned on A-basis, shall seek postponement to a date mutually agreed upon with the immediate administrator if the summoned date is disruptive to the continuity of instruction or District operations.

(1) As a further condition for paid absence, the employee shall request that the days of jury service be restricted to 10 consecutive days, whenever possible.

(2) After request is made for service limited to ten consecutive days and, if denied, a paid absence shall be granted for up to 20 working days subject to exceptions as may be determined by the District.

d. As for federal jury service, if the court denies the request for postponement, paid absence shall be granted for the term of the service.

5. All jury fees received while on District-paid status shall be remitted to the Accounting and Disbursements Division.

19.0 Conference and Convention Attendance: A paid leave may, in the discretion of the District and upon the recommendation of the appropriate superintendent, be granted for attendance at conferences and conventions sponsored by professional instructional organizations which are recognized by the State Board of Education or approved by the appropriate administrator under all of the conditions noted below. The District shall consult with UTLA regarding these matters.

a. Attendance must lead directly to the professional growth of the employee and the improvement of the educational program of the District;

b. Unless the employee is an official representative of the organization or is participating as a workshop leader or speaker at the conference or convention, the attendance must not necessitate assignment of a substitute for the employee or the payment of replacement teacher salary;

c. The attendance must not result in unnecessary duplication of participation by District personnel;

d. The attendance must not necessitate the reimbursement of any expenses by the District to the employee; and

e. A written or oral report of the conference may be requested by the appropriate administrator or superintendent.

For conference or convention attendance which meets the above standards, but is not approved for paid leave status pursuant to the above, the employee may utilize personal necessity leave under Section 14.0 of this Article.

20.0 Substitute Leave: A substitute leave shall be granted to a permanent employee for a period not to exceed one year to allow service as a substitute in accordance with District need. Such an employee will be paid as specified in Article XIX. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will be placed on a personal leave.

Applications must be on file in the Personnel office by April 15 for the fall semester and November 15 for the spring semester.

21.0 Half-Time Leave: A regular Half-Time Leave shall be granted to allow a permanent employee or probationary Children's Center Teacher to continue service for half of each working day. At the elementary level, a complementary partner with permanent status is required. At the secondary level, if one is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom health and human services employees, the total number of approved half-time leaves shall not exceed a maximum of 10% of the full-time equivalent positions in the classification. Current Health and Human Services employees on a Half-Time Leave will be grandparented for purposes of such a leave. Exceptions to the "half of each working day" requirement, including the above-mentioned grandparented employees may be made in special circumstances but shall require written special approval of the Local District Superintendent upon recommendation of the immediate administrator. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human Resources office by April 15 for the fall semester and by November 15 for the spring semester.

21.1 Half-Time Assignment:

- a. New employees hired effective July 1, 1993 or later may be employed full-time and work one-half time with the other one-half time covered by a half-time leave pursuant to this section.
- b. In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.
- c. If the employee is unable or unwilling to accept a full time assignment in such circumstances, the employee shall submit a voluntary resignation.
- d. New employees hired pursuant to this section shall receive District paid health benefits pro-rated to the hours of paid service provided the employee contributes the balance of the full cost pursuant to Article XVI, Section 3.0 c.

22.0 Reduced Workload Leave: A reduced workload leave shall be granted annually to a permanent full-time employee, serving in pre-kindergarten through grade 12, to permit the employee to reduce a regular assignment to the equivalent of one-half of the number of hours required of full-time employment, provided all the following conditions are met:

a. The employee shall submit a request annually to the Personnel Division prior to April 15 for a leave to be effective during the following school year, and the total of such annual leaves shall not exceed ten years.

b. The employee has reached age 55 prior to the school year during which the leave is effective.

c. The employee was assigned full-time in a certificated position with the District for at least 10 school years of which the immediately preceding 5 school years were consecutive, full-time employment. Time spent on approved leaves shall not constitute a break in the 5 school year sequence, but shall not count toward the service requirement.

d. An assignment and schedule satisfactory to both the employee and the District is agreed to. The continuing assignment must be either for half of each working day for the entire school year, in which case the specific assigned hours, must be agreed to by the employee and the immediate administrator, or for one complete semester of full-time service per year. Elementary teachers who wish to work half-time daily will need a complementary partner. Half-time arrangements must be mutually agreed to by the affected employees and the immediate administrator. Where no complementary partner is available, the elementary teacher will be limited to the option of full semester service. At the secondary level, a complementary partner with permanent status is required, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom, health and human services employees, the total number of approved leaves shall not exceed the maximum of 10% of the full-time equivalent positions in the classification. If the employee is assigned on other than the "C" basis, the leave shall be the equivalent of one-half of the number of hours of service required by the employee's current assignment basis. Exceptions to the above work schedules may be made in special circumstances, but shall require written approval of the Local District superintendent or his/her designee upon recommendation of the site administrator. In any event, the assignment shall be for the equivalent of at least one-half of the number of hours required for full-time employment; and the employee shall be placed on leave from the location in which half-time service is performed.

e. The employee agrees to have retirement contributions made based on the salary that would have been received had service been full-time for the complete school year.

f. The salary earned and paid must be at least half the salary the employee would have earned on a full-time basis. The employee will receive salary for the hours for which service is rendered.

22.1 Whether the employee is assigned for one complete semester of full-time service per year or half of each working day per year, the District shall maintain the employee's Health and Welfare benefits for eligible employees for the school year. This reduced workload leave is granted pursuant to Education Code Sections 22713 and 44922.



22.2 The period of service and leave under Section 21.0 or 22.0 may qualify for salary step advancement under Section 16.0 of Article XIV, and shall qualify for regular health/welfare benefits under Article XVI, Health and Welfare.

22.3 Notwithstanding the provisions of the Teacher Integration Transfer Plan, an employee shall not, by virtue of being placed on this leave, be exempted from said Transfer Plan.

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

a. The leave will be granted from the effective date of the disability benefits to the end of the school year in which the disability benefits begin. The leave will be extended annually for periods not to exceed a total of 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first.

b. If the disability benefits are cancelled and the employee is determined to be able to return to service during the period of the leave, the employee will be referred to the District Medical Adviser. If the return is approved by the District Medical Adviser the employee will be returned to active service. An employee not approved to return by the District Medical Adviser may appeal to Medical Review Committee under 8.1 of this article.

c. A substitute or temporary employee who receives disability benefits shall be deemed unavailable for service, while receiving such benefits, for up to 39 months unless a separation from service is requested by the employee.

d. As an exception to the general rule regarding unpaid leave, employees placed on this leave shall be entitled to continued coverage under the medical, vision and dental plans of this Agreement, but not the life insurance plan in accordance with the provisions of Article XVI, Section 4.0.

24.0 Family Care and Medical Leave/Absence: (The following provisions may be changed when final regulations are adopted by the California Fair Employment and Housing Commission and the United States Department of Labor.) An unpaid Family Care and Medical Leave/Absence shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least 12 months and who has served for 130 workdays during the 12 months immediately preceding the effective date of the leave. For purposes of this section, furlough days and days worked during off-basis time shall count as "workdays." The Family Care and Medical Leave/Absence may be granted for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, the serious health condition of a child of an employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition.

24.1 Definitions: For purposes of this leave, the following definitions shall apply:

- a. "Child" means a biological, adopted or foster child; a stepchild; a legal ward; the child of a cohabitant who is the equivalent of a spouse; or a child of a person standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability.
- b. "Spouse" means a husband or wife or cohabitant who is the equivalent of a spouse.
- c. "Parent" means a biological, foster, or adoptive parent; a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or a legal guardian; and does not include a parent-in-law.
- d. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.
- e. "Health care provider" means an individual holding either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate issued pursuant to Article 4, Chapter 5 of Division 2 of the California Business and Professions Code, who directly treats or supervises the treatment of the serious health condition, or any other individual duly licensed to practice medicine in another state or jurisdiction or by any other person determined by the Secretary of Labor to be capable of providing health care services. The definition includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science practitioners.

24.2 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled work weeks in a fiscal year. However, leave may be taken intermittently in one or more periods. In addition, the following provisions govern the length of the leave:

- a. An employee who takes leave for the birth, adoption or placement for foster care of a child will be allowed to take leave of at least one hour (can be less than one hour, if necessary) within one year of the birth, adoption or placement for foster care of the child.
- b. An employee who takes leave for health care provider certified recurring medical treatment or supervision to care for a seriously ill family member or because of the employee's own serious health condition, will be allowed to take leave of at least one hour (can be less than one hour, if necessary).
- c. Any leave an employee takes for the reasons specified in Section 24.0 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified, except that family care and medical leave granted for the birth or adoption of a child or placement of a

child for foster care must be concluded within 12 months of that birth or adoption or placement for foster care.

d. Leave caused by pregnancy, childbirth or related medical conditions under Subdivision 10.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave/Absence herein. Employees are entitled to the leave allowed under Section 10.0 and, in addition, up to the full 12 work weeks of family care leave.

24.3 Approval: Family Care and Medical Leave/Absences of 20 consecutive workdays or less can be granted by the immediate administrator. Leaves of more than 20 consecutive workdays can be granted by the District after submission of a formal leave application.

24.4 Notification and Scheduling: If the need for the Family Care and Medical Leave/Absence is foreseeable more than 30 calendar days prior to the employee's need for leave, the employee shall give at least 30 days notice. If less than 30 days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within one or two days of learning of the need for the leave, or as soon as practicable, whichever is earlier. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort, subject to the approval of the health care provider, to schedule the treatment or supervision to avoid disruption to the operation of the District's educational program.

24.5 Medical Certification - Family: For leaves/absences to care for a child, spouse or parent, as defined in 24.1, who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, certification from the health care provider which includes (1) the date if known, on which the serious health condition commenced, (2) the probable duration of the condition, (3) an estimate of the time that the health care provider believes the employee needs to care for the individual, and (4) a statement that the serious health condition warrants the participation of the employee to provide care.

24.6 Medical Certification - Employee: If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave must attach to the leave application, certification as specified in (1) and (2) of 24.5 above, plus a statement that, due to the serious health condition, the employee is unable to perform one or more of the essential functions of the employee's position. After such certification, the following procedures are available:

a. In the case of leave due to the serious health condition of the employee, the District reserves the right to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. Third health care provider can be requested by the employee or the District if the second opinion differs from the first opinion.

b. The method that shall be used to choose the third health care provider is as follows: The District and UTLA shall each choose a health

care provider. The two health care providers will choose the third health care provider, whose opinion shall be final and binding.

c. If additional leave beyond that provided in the certification is required, the employee must submit recertification by the health care provider and be eligible for additional requested leave.

24.7 Restrictions: In the event that parents who are both District employees each wish to take Family Care Leave/Absence for the birth, of their child, or placement for adoption, or foster care placement of a child during the same time period, the combined total amount of leave that will be granted such employees will be 12 work weeks during a fiscal year. These employees will still be eligible to take the remainder of their individual 12 week allotment for family care leave for a purpose other than the birth, placement for adoption, or foster care of a child.

24.8 Compensation and Benefits: The Family Care and Medical Leave/Absence shall be an unpaid leave and for all purposes treated comparably to other unpaid leaves except that the District will continue to provide the health and welfare benefits as provided in Article XVI during the Family Care Leave/Absence to an employee who is otherwise eligible for such benefits. However, an employee who does not return from such leave or who works less than 30 days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the employee does not return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave (either affecting the employee or an immediate family member) or (2) retirement, or (3) other circumstances beyond the control of the employee. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve weeks unless these benefits are provided by other provisions of the District/UTLA Agreement such as paid illness leave. For example, if an employee combines pregnancy leave with a family care leave, the employee will only be entitled to continued health benefits for the first twelve weeks of leave unless the employee continues on paid illness leave.

An employee who asks for leave for what would be a qualifying event for Family and Medical Care Leave/Absence and who has accrued vacation leave may elect, or the immediate administrator may require, the employee to utilize the vacation leave for this purpose, in lieu of unpaid status. An employee who takes leave for the employee's own serious health condition which prevents the employee from performing one or more of the essential functions of the employee's position and who has accumulated illness days may elect, or the District may require the employee to utilize paid illness days for the leave.

24.9 Seniority; The period of the Family Care and Medical Leave/Absence shall not be considered a break in service, and the employee's seniority date shall not be affected by the time spent on leave.

24.10 Return Rights: An employee returning from a Family Care and Medical Leave/Absence shall be returned to the same or comparable position from which on leave and the same location from which the leave was taken, except that the employee may be transferred if such a transfer would have been made had the employee been on duty.

## ARTICLE XII-A

### ATTENDANCE INCENTIVE PLAN

1.0 General: This Attendance Incentive Plan is intended to reward regular attendance in order to improve the instructional program and reduce the costs of absenteeism. It is understood that any absences for illness or personal necessity, including those beyond the control of the employee, will adversely affect an employee's entitlements under this Plan. This Attendance Incentive Plan provides incentive payments which are intended to reduce employees' use of illness and personal necessity leave; however the Plan's incentive payments for annual unused illness leave do not reduce or otherwise affect the employee's accumulations of unused illness days or retirement service credit for unused illness days and have no impact upon vacation benefits. While this Plan is described in terms of "days", in its implementation and computation of payments the District will utilize the current payroll system of accounting for illness accrual and absence by "hours."

2.0 Eligibility: Any active district employee who earns illness leave benefits during the school year (from July 1 through June 30) and is paid for at least 400 hours during the school year, shall participate in the Plan. No employee shall be permitted to participate in both this plan and the Substitute Pay Pool Reserve Program. In order for a School Based Management or LEARN school to participate in the Substitute Pay Pool Reserve Program there must be a contract waiver which is applicable to all employees at the school.

3.0 Computation of Annual Incentive Payments: The maximum possible number of days subject to the Plan's annual incentive payments shall be equal to the number of illness days (hours) actually earned by the employee during the school year or ten (10) days, whichever is less. This maximum of ten days per year is applicable to all assignment bases, including bases which earn more than ten days annually. Each hour of illness or personal necessity used at any time during that year, whether for illness or personal necessity, shall be subtracted from the above-stated maximum number of days (hours), and for each resulting unused hour of illness leave the employee will receive a payment which varies according to (1) the employee's career accrued full time equivalent illness days as of the close of the applicable school year and (2) the net balance remaining in the day-to-day substitute accounts as of the close of the school year pursuant to Section 9.0 below. The funds remaining in the substitute accounts for each of the following school years: 2000-01, 2001-02 and 2002-03 shall be allocated as an incentive payment subject to negotiations which shall commence within ten working days from the date the substitute account balance for the above year is determined. The following charts display examples\* of estimated incentive payments which would be made if use of illness leave by all employees is reduced by 10%, 20%, or 50% for any school year:

<u>Career Accrual as of Close of School Year</u>	<u>Payment for any Incentive Day for Current Year</u>	<u>Annual Maximum</u>
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Illness leave use reduced 10% for all employees:

Less than 50 days:	\$25	\$250
50 to 99 days:	30	300
100 to 149 days:	40	400
150 + days:	50	500

Illness leave use reduced 20% for all employees:

Less than 50 days:	\$40	\$400
50 to 99 days:	60	600
100 to 149 days:	70	700
150 + days:	80	800

Illness leave use reduced 50% for all employees:

Less than 50 days:	\$ 80	\$ 800
50 to 99 days:	100	1,000
100 to 149 days:	130	1,300
150 + days:	150	1,500

Those employees whose full time assignment is less than six hours per day shall receive a pro-rata portion of the above incentive payments.

The above schedule is applicable to employees whose regular pay period rate of pay is at least equal to the rate set forth at schedule 20, Step 1 of the Preparation Salary Table. Those whose regular rate is lower will have a lesser proportionate payment formula.

4.0 Annual Cash Payment to Employee: Half of the annual incentive payment resulting from the above calculations shall be paid to the employee as a cash payment (subject to legally required deductions) following the end of the school year that the payment relates to.

\* These examples are based upon projections limited to employees on the Preparation Salary Schedule; actual results would vary from this because of payments to employees on the other salary schedules (Adult Education, Special Services, Children's Centers).

5.0 Annual Payment to Attendance Incentive Reserve Fund: Half of the annual incentive payment will be placed in an account established for the employee in the Attendance Incentive Reserve Fund ("the Reserve Fund"). Each employee's account will be credited with a pro rata share of net annual earnings from the investments in the Reserve Fund, less administrative costs. Each employee will receive an annual statement showing the status of his or her account, including accumulated incentive payments and accumulated annual earnings. All incentive payments and accumulated net earnings will be retained in the Reserve Fund and reinvested pending final distribution and deductions as provided in Section 6.0 and 7.0 below.

6.0 Eventual Distribution of Reserve Fund Payments and Earnings: Following retirement or separation from District employment, the employee's accumulated share of the Reserve Fund shall be distributed to the employee, subject to legally required deductions and the deduction provisions of Section 7.0 below.

7.0 Deductions from Employee's Reserve Fund Account: Prior to distribution of an employee's accumulated share of the Reserve Fund following retirement or separation from District employment, the District Reserve Fund shall deduct from the employee's account balance an amount calculated as follows: For each of the employee's final three years of active District employment (including paid leaves but excluding unpaid leaves) there shall be a deduction made for each day utilized that year for illness and personal necessity in excess of the employee's individual annual maximum as described in 3.0 above. The amount deducted for each such day shall be based on the number of career illness days accrued by each employee at the close of each of the final three years pursuant to 3.0 above. This deduction is intended to provide a strong incentive for employees to maintain a high level of attendance throughout their final years of employment. Any such deductions will be returned to the District.

7.1 Attendance Incentive Plan Penalty Clause: All participants who have a separation date of July 1, 1997 and thereafter, may be subject to AIP penalty. Before the annuity reserve portion is distributed, the penalty amount will be deducted from the employee's balance for each illness day used more than the employee's actual illness days earned or more than the 10 allowable illness days earnings under the plan in each of the employee's final three years of active District employment. It is further agreed that the penalty rate will be equal to the rate paid to the maximum incentive of ten days from the prior school year the illness day(s) was overused, corresponding to the career illness days balance accrued by the employee at the close of each of the final three years.

8.0 Fund Administration: The Plan and Fund, as it applies to all District employees, shall be administered by the District Controller, and audited annually by the District's contract auditors. An Investment Advisory Committee shall offer advice and recommendations to the Controller regarding Fund investments, which are limited by Code to interest-bearing non-equity investments. The assets of the Fund shall be subject to the customary controls and procedures of the Los Angeles County Treasurer's office. UTLA shall have representation on the Advisory

Committee, which will meet with the Controller's designated representative on a regular periodic basis.

8.1 Claimed errors in payments, or in other Plan or Fund records, shall be handled pursuant to the usual payroll error resolution provisions of this Agreement (see Article XIV, Section 30.0).

8.2 The parties agree that a goal of this Plan is to avoid an employee's being taxed on any incentive payments or its earnings until he or she receives the payment. The parties agree that the Plan is subject to modification to achieve this goal, and that, if necessary, the District may substitute for Section 5.0's requirement of placing funds in an investment pool, a requirement that deferred incentive payments be subject to a growth factor without a requirement that the payments be set aside for the employee in any particular manner.

9.0 Contingency: The above plan shall be implemented for the 2000-01, 2001-02, and 2002-03 school years. It is the parties' intent that this plan also be operative for the subsequent year. This plan shall be funded from within funds currently budgeted for day-to-day substitute/replacement services in the following major appropriations: 0538, 0875, 1024, 1040, 1151, 1517, 2001, 2002, 2005, 2082 and 7716. Provided, that such fund total does not reflect any applicable legal limitations upon use of categorical or restricted funds (such as categorical prohibitions on expenditures outside of a designated program, or the lack of authority to use state integration funds for incentive payments). The ending balances in the above-referenced accounts for each of the following school years: 1995-96, 1996-97, and 1997-98 shall be used to fund the incentive payments described in Section 3.0 above.

9.1 No employee shall have a vested right to continuance of the Plan in the above form or at all. Any vesting shall be limited to previously accumulated incentive payments and previously accumulated investment income, and is also limited by the Plan's provisions (such as Section 7.0) as they may be revised from time to time. If the Plan is discontinued, the District may either distribute the Reserve Fund assets to participating employees at the time of discontinuance (in which case the distribution amounts shall be calculated as though all participants had retired at the time), or the District may retain the Reserve Fund assets for subsequent distribution upon the employees' actual separation pursuant to the Plan's regular requirements.

10.0 Reciprocal Coverage: Employees may voluntarily participate in a reciprocal coverage arrangement with one another. However, such days will be counted as absences for the purpose of computing Attendance Incentive Plan payment incentives. Reciprocal coverage is subject to the following conditions:

a. In order to meet the need for continuity and familiarity: (1) in multi-track schools both participants must be from the same school unless no such person is available; (2) in single track schools, one of the participants may be from another school; (3) in elementary and special education programs both participants must have the appropriate credential; and (4) in secondary programs both participants must have the appropriate secondary subject matter experience unless no such person is available.



b. Coverage must be performed while the covering teacher is either off-track or during preparation period so that it does not result in classes being combined, or otherwise interfere with regular duties of the person performing the coverage.

c. The following provisions apply to single track elementary schools:

(1) The faculty of each school shall develop a list of employees available to substitute including employees from other sites.

(2) A reasonable effort shall be made to arrange reciprocal coverage with individuals from the above list. If this Incentive Plan attempt to arrange coverage is not successful the teacher requesting such coverage may have their class divided for assignment according to the following plan.

(3) Each school faculty shall develop a plan to share both reciprocal and non-reciprocal coverage taking into consideration such factors as grade level, safety, available space and work stations. The absent teacher's students will be assigned to other classrooms with no teacher receiving any more than ten children. After all reciprocal coverage is provided for, and if replacement service is also needed, then the provisions of Article XIV, Section 28.0 shall apply but only as to replacement service and not as to reciprocal coverage of students. A plan showing the proposed division of children as determined by the regular teacher shall be placed in the substitute folder.

(4) In emergency situations the 10 student limitations may be exceeded.

d. The coverage must be reported to the school in advance so that the school is aware of the nature and duration of the absence and of the coverage arrangement. However, the school and District have no responsibility either to enforce the reciprocal service or to keep track of the service obligations of the employees.

e. It is agreed that reciprocal coverage is not intended to cause or result in any increased absenteeism. Accordingly, any absence covered by reciprocal service, including the later absence of the teacher who performed the initial coverage service, must be justified by actual illness/personal necessity (as opposed to a desire to receive reciprocal days owed). As such, no reciprocal arrangement shall include an advance schedule or deadline for performing the reciprocal service.

f. Because reciprocal coverage is intended to deal with occasional short duration absences, and because it is not desirable for employees to owe one another large amounts of reciprocal service time, it is agreed that reciprocal service shall not exceed ten days per year for any employee.

g. There are no payroll or time reporting consequences to the arrangement; the absent employee remains in paid status and the covering employee is not paid for the coverage service.

ARTICLE XII-B

## CHARTER SCHOOLS

1.0 Opt Out: Employees assigned to a program or to a school that is being converted to a charter school but who do not wish to remain at such school/program may opt out pursuant to Article XI, Section 16.0 (c) by indicating so not later than May 15 (or a later date agreed to between the parties) of the preceding school year. Such employees may exercise any transfer rights they may have under the Agreement or will be transferred to a vacancy at a school within the Geographic Area in which the present school is located, or if no such vacancy exists, shall be transferred to another area.

2.0 Charter School Leave (Unpaid): An employee shall, upon written request and subject to the limits set forth below, be granted an unpaid leave to work for a Board of Education-approved charter school which is separating from the District. (Employees who serve in an assignment at a Charter School which is not separating from the District will remain in paid status as active employees of the District):

a. For provisional and temporary contract employees assigned to a program or a school that is being converted to a charter school, the leave shall be for the length of the employment contract not to exceed one (1) school year; for probationary and permanent employees, the leave shall be for a minimum of one (1) school year;

b. For employees not assigned to a program or a school that is being converted to a charter school, and who wish to work for a charter school, the leave shall commence at the beginning of the next school year (July 1); exceptions may be provided at the sole discretion of the District;

c. For probationary and permanent employees, the leave shall be extended annually upon written request of the employee. For temporary contract employees, the leave can be extended for only one semester. For provisional contract employees, a new contract will be offered annually provided the principal recommends the contract renewal and provided the employee has completed the required units for the credential renewal;

d. The total period of charter school leave for all employees shall not exceed the duration of the initially approved charter;

e. Request for return to the District during the period of the leave may be granted by the District, at its sole discretion, based upon District need;

f. Upon expiration of the charter school leave and subject to the limits set forth below, employees shall have the right to return to a position in the District unless the employee would have otherwise been laid-off by the District;

g. Employees returning to the District under subsection above, shall be assigned by the District as specified in revised Article XI, Section 16.0 (i);

h. Upon completion of five (5) continuous school years of charter school leave, an employee shall either return to the District or resign;

i. Upon return to District service from a charter school leave, no employee shall receive more favorable treatment than employees in the same classification who remained with the District.

3.0 Illness Leave: Illness leave benefits received by an employee during the period of a charter school leave shall not be the responsibility of the District but shall be established and provided for in accordance with the charter. An employee assigned to a charter school shall not be eligible to transfer back to the District any unused illness days earned and not used at the charter school. An employee's ability to transfer illness days from their illness bank to the charter school shall be governed by the terms of the charter without any additional cost to the District.

a. An employee including an employee who resigned after 5 years on charter school leave who does not transfer illness days to a charter school will retain those unused days in the District illness bank unless the days were transferred to another agency or used in computation of retirement allowance.

b. An employee on charter school leave who exhausts all illness leave acquired at the charter school due to extended illness (beyond 20 days) shall be eligible to utilize illness leave days remaining in their District illness leave bank pursuant to Article XII, Section 12.

4.0 Vacation: Employees assigned to a charter school may accrue and use vacation days in accordance with the charter; however, upon return to the

District, there shall be no vacation balance transferred back to the District for vacation earned and not used at the charter school. An employee's ability to transfer vacation days from their District vacation bank to the charter school shall be governed by the terms of the charter. Any employee who does not transfer vacation days from their District vacation bank to the charter school will retain those unused days in their District vacation bank.

5.0 Summer/Winter/Intersession or Substitute Assignment: An employee on a charter school leave shall not be eligible for assignment in summer/winter/intersession or as a day-to-day substitute in the District.

6.0 Tenure, Status, Seniority Date: A non-permanent District employee will not acquire tenure with the District or accrue credit toward tenure with the District based upon time served while on a charter school leave. An employee on a charter school leave will retain the original seniority date and status with the District prior to going on the charter school leave. A seniority date shall not be initially established during any period that the employee is on a charter school leave.

7.0 Salary and Benefits: Salary and benefits, including health and welfare and retirement benefits received by the employee during the period of leave shall not be the responsibility of the District but shall be established and provided by the charter school in accordance with the charter school petition approved by the Board of Education. Except as provided in Section 6.0 above, upon return to the District, the employee will receive the same salary and benefits and other

terms and conditions of employment as other employees in the same classification and status who remained in active status with the District. No allocation will be made to a higher salary rate than the employee would have received had the employee remained with the District for the period of the charter school leave.

Only employees who remain members of the bargaining unit as specified in Article I, Section 1.0 shall be eligible to contract with the District for Health and Welfare benefits described in Article XVI. Such employees shall also be governed by Article VIII, Sections 4.0 - 4.6. This provision is only applicable to LAUSD employees on Charter School leave.

With regard to health and welfare benefits coverage in retirement, the requirements of Article XVI, Section 10.0 shall apply, i.e., the time on charter school leave shall not count toward, but shall not constitute a break in the service requirements for benefits in retirement. However if (1) the employees remain members of the bargaining unit and the charter school contracts for health and welfare benefits as provided above and (2) the contract includes provisions for benefits in retirement, then the time on charter school leave counts toward the service requirement, and the employee can either return to the District and have the time on leave count, or retire from the charter school with benefits in retirement, provided the employee meets all of the eligibility requirements.

8.0 Discipline: Employees on charter school leave shall have copies of all disciplinary actions, defined as misconduct that brings direct harm to student(s) and/or others and/or a violation(s) of laws, that affect an employee's employment forwarded to the District by the charter school after those allegations are determined to have validity. Employees shall be permitted to "live down" or "work off" disciplinary actions by the passage of a period of three years without a reoccurrence of the same similar misconduct. Employees separated involuntarily from the charter school assignment may be subject to administrative or disciplinary action by the district for misconduct which occurred at the charter school in the same manner as if the misconduct had occurred while the employee was actively employed by the District, subject to those rights specified in the Collective Bargaining Agreement and Education Code.

## ARTICLE XIII

### GRANTING OF PROBATIONARY CONTRACTS,

### REDUCTION IN FORCE AND REASSIGNMENT,

### AND RESIGNATION/REINSTATEMENT

1.0 Granting of Probationary Contracts: Except as expressly limited hereinafter, the District shall determine the teaching or service fields in which probationary contracts shall be granted, the number of such contracts to be granted, and the employees who qualify in the teaching or service fields.

1.1 If an opening or vacancy is caused by either (a) a regular employee having been granted a leave of absence of one semester or more, or (b) any other event by which the District knows

that the opening or vacancy is to exist for one semester or more, the opening or vacancy shall be filled by a contract employee or by an employee on the applicable District Eligible List rather than by a substitute or substitute extended employee.

1.2 Part-time (half-time or less) contracts may be offered in the regular K-12 program in fields in which eligible lists have been exhausted. Refer also to Article XII, Section 21.1 for part-time assignment provisions for new employees hired effective July 1, 1993 or later.

1.3 If an offer of probationary employment is not accepted, the person's name shall be removed from the District Eligible Lists, and the person shall not be eligible for probationary status by virtue of any other assignment or substitute service.

1.4 Temporary contracts of up to one school year in duration may, in the discretion of the District, be offered to candidates in shortage fields due to (a) lack of recency in teaching experience, (b) pre-employment evaluations which fall just below probationary contract levels, or (c) close failure on District probationary examinations. At the end of their temporary contract these employees will be notified as to whether they are to be granted probationary status for the ensuing year.

2.0 Subjects to Which Probationary Teachers May be Assigned: A probationary teacher may be assigned to teach only in subject(s) or grade(s) for which the teacher is properly authorized by credential or certificate to teach in accordance with the Education Code. District Interns must be assigned to teach only the subject(s) listed on the District Intern Certificate(s).

2.1 Normally a probationary teacher shall be assigned to teach in the subject(s) or grade(s) in which the teacher qualified by District examination, and must be assigned at least one-half time in the subjects or grades in which the teacher has qualified by examination and in which contracted. However, if an emergency condition exists in the middle or senior high schools, a probationary teacher may be assigned less than one-half time in the subject fields in which the teacher has qualified by examination under the conditions specified below.

- a. The teacher must be assigned at least one period per day in the subject field in which the teacher has qualified by examination and in which contracted.
- b. The appropriate superintendent must specifically authorize the assignment.
- c. Such an exception may not be granted for more than one year.

3.0 Reductions in Force - Order of Termination:

a. The District shall determine the teaching or service fields in which a Reduction in Force shall be effected, or, alternatively, the District shall determine to effect a Reduction in Force of all probationary employees except those in "shortage fields" as reasonably defined by the District. If the District determines to effect a Reduction in Force in certain teaching or service fields, the District shall determine the number of employees to be terminated in such fields. The District may determine to exempt from the Reduction in Force some but not all employees in a

shortage field, and in such instance the order of termination in such field shall be as set forth in Section 3.0(b) herein. If the District determines to effect a Reduction in Force of all probationary employees except shortage field employees, it shall exempt all or some employees presently serving in any of the identified shortage fields, and if it exempts all presently serving employees in a shortage field, it may exempt some or all employees authorized by credential to serve in such shortage field. In regard to the exemption of employees in shortage fields by credential authorization, the District may exempt employees in one or more than one shortage field by credential authorization without exempting employees by credential authorization in other shortage fields. For purposes of this Article, an employee who is "presently serving" in a teaching or service field is an employee who is assigned to the field for not less than one period (or its equivalent) per day, as of the most recent "norm date" established by the District.

b. The order of termination within a teaching or service field in which a Reduction in Force is effected, in whole or in part, shall be based on seniority within status, beginning with provisional employees, then temporary contracts, then University Interns, then District Interns, then Conditional employees, then Probationary 1 employees, then Probationary 2 employees and finally Probationary 3 employees and finally Probationary 4 employees. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

4.0 Notices of Termination: A probationary employee subject to termination shall be provided written notice thereof at least fourteen (14) calendar days prior to such termination. Such notice shall be mailed by certified or registered mail to the address on file in the District's computer system as of the date of mailing, or shall be served on the employee by direct delivery. The notice shall be effective if mailed or delivered as stated above, or if actually received by the employee. The notice shall state that the employee will be terminated pursuant to the terms of this Article, and shall state the date upon which such termination is effective. The notice shall also state that the employee is being offered employment as a day-to-day substitute on the same basis as other day-to-day substitutes. The notice may provide other information such as the basis for the Reduction in Force and the likelihood of reemployment in the future. A Reduction in Force shall be deemed commenced pursuant to this Article upon the action of the Board of Education authorizing the Reduction in Force, so long as the Notices of Termination are served no later than thirty (30) days from the date of such authorization.

5.0 Seniority Date: For the purposes of this Article an employee's seniority date shall be determined by the employee's initial probationary service date as defined in Article XI, Section 6.2. Such service date shall not include any beginning date of substitute service which was later deemed to be probationary service.

6.0 Reduction in Force Defined: For the purposes of this Article, a Reduction in Force is defined as a reduction in the number of probationary employees in a teaching or service field so that the number of permanent and probationary employees in that teaching or service field at the effective date of the Reduction in Force does not exceed the number needed in the class. The basis for a Reduction in Force shall be limited to the following:

a. reductions in program offerings;

- b. returns from leaves of absence;
- c. actual or anticipated declines in student enrollment;
- d. reductions in off-norm positions, including Specially Funded positions;
- e. reductions in non-classroom positions;
- f. reductions in permanent certificated positions;
- g. changes in class size or norm tables as indicated in

#### Article XVIII.

7.0 Re-employment List: Terminated probationary and permanent employees shall be placed on a District Re-employment List for a period of 39 months from the last day of paid contract service with the District. Excluded from the list are those terminated employees who served in temporary contract, provisional, University Intern, District Intern, or conditional status.

8.0 Order of Re-employment: Subsequent to a Section 3.0 Reduction in Force, if the District determines that vacancies exist in teaching or service fields, contract offers shall be made to individuals on the appropriate District Re-employment List as follows:

a. Individuals who were permanent employees shall be made offers of re-employment first, followed by Probationary 4, then Probationary 3, then Probationary 2, and finally Probationary 1 employees. Within each status the individual(s) with the earliest seniority date shall be made offers of re-employment first except that, as between individuals who have the same seniority date, they shall be re-employed in the inverse order of their termination;

b. If an offer of re-employment is not accepted, the individual's name shall be removed from the District Re-employment List;

c. Individuals re-employed from the Re-employment List shall be placed in the status to which they would have been entitled but for the termination, provided however, that time spent on said List shall not be counted toward eligibility for permanent status; they shall have restored their initial seniority dates as defined herein.

9.0 Special Services Salary Table - Termination or Reassignment: Employees serving in other than substitute status in positions paid on the Special Services Salary Table shall be subject to termination or reassignment to a lower class, if such exists, due to a reduction in force as follows:

a. The order of termination or reassignment shall be by status beginning with Probationary 1 or Qualifying 1 status employees, then Probationary 2 or Qualifying 2 status employees, and finally Probationary 3 or Qualifying 3 status employees. Within each status

employees with the latest class seniority date shall be terminated first. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

b. Employees affected by a reduction in force under this Section will be reassigned to the highest classification previously held, if such exists, or to positions for which they are certificated and qualified as determined by the District, or terminated if such employees are not certificated and qualified for any position. Such employees will displace employees with lower seniority in that classification, provided that such displacement shall not result in the termination from District employment of an employee who has greater District seniority.

9.1 Employees terminated under this Section may be re-employed in the former higher class as follows:

a. Individuals who were Probationary 3 or Qualifying 3 employees shall be made offers of re-employment followed by Probationary 2 or Qualifying 2 and Probationary 1 or Qualifying 1 employees respectively. Within each status the individuals with the same class seniority date shall be re-employed in the inverse order of their termination;

b. For purposes of this Section a class seniority date shall be the date upon which service was first rendered in probationary or qualifying status in that class. Such service shall not include any substitute service which was later deemed to be probationary or qualifying service.

10.0 Reduction-in-Force for Counselor, Elementary School: In the event of a reduction-in-force in the classification of Elementary School Counselor, such employee shall be terminated from that class and reassigned according to the provisions of Sections 9.0 and 9.1.

11.0 District's Option to Effect Education Code Reduction In Force: In the event the District determines to combine a reduction in force pursuant to this Article with a reduction in force pursuant to Section 44955 of the California

Education Code, the terms of this Article may, at the District's option, be suspended as to employees so notified, and the District may proceed as to such employees pursuant to the requirements of Section 44955 and its implementing sections. The District shall give UTLA notice if it elects to suspend this Article, and such notice shall be given at the time the Board of Education authorizes a code reduction for probationary unit members. In such case, issues raised by the reduction in force shall not be subject to the arbitration provisions of this Agreement.

11.1 Probationary employees shall be entitled to re-employment rights as established by the authority (Education Code or this Article) under which the termination was effected. Subsequent suspension of this Article shall not adversely affect re-employment rights to which the employee was eligible at the time of termination.

## ARTICLE XIV

### SALARIES



1.0 2000 -2003 Salaries:

a. 2000-01 Salary Provisions: For the 2000-01 school year

(effective July 1, 2000), members of the UTLA-represented bargaining unit shall have their compensation increased in the following manner:

Approximate

Percentage

(1) Continue to fund the increase in health and welfare Benefits 1.8%

(2) Continue the one-time component of the 1999 - 2000 increase in succeeding years on a continuous, ongoing basis. 2.0%

(3) Salary increases averaging 11% and special adjustments averaging 0.5% for a total of 11.5% as set forth on the following page: 11.5%

Compensation Increases and Special Adjustments:

Approx.

Percentage

Teacher Prep (T) Table 8% to 15%, averaging: 11.9%

Teacher Prep (L) Table 7% across-the board: 7.0%

Average of T & L Tables: 11.01%

Special Services (D) Table 12% across-the board: 12.0 %

Early Education Center (C) Table 11% for steps 1-4  
12% for step 5

(Add steps 6-10 from 20L,

to Schedule 19C):	12.0%	
Adult Education (THR)	Table 11% salary increase	
(3 new lower steps):	11.0%	
Substitutes (SUB)	Rates Day to Day Subs:	11.0%
Extended and Incentive subs.		
(Same increase as Schedule 23,		
Step 5 of the L Table):	7.0%	
Develop. Center (V)	Table 11% for steps 1-4	
12% for step 5	11.75%	
Average Salary Increase		11.0%
Increase Masters & Doctorate Degree (\$4.2M)		.2%
Masters from \$15 to 50 per pay period		
Doctorate from \$40 to 100 per pay period		
Increase Academic Coaches (\$3.5M)		.2%
Eliminate Secondary Supervision (\$2.2M)		.1%
for Classroom Teachers		
Summary of the Above Package:		11.5%
General Fund Cost:		\$249M

b. Retirement Bonus: In order to encourage employees to remain in the District, the District and UTLA agree that bargaining unit employees who were employed by the District for 1992-93, and then retire from the District (on an STRS-eligible basis) commencing July 1, 1994 or thereafter, shall receive a lump sum bonus at the time of retirement to partially compensate for employee contributions to the District by loss of compensation during the fiscal crisis faced by the District. Upon retirement, an employee will be paid an amount determined by multiplying the employee's regular daily rate for the year preceding the retirement date by 20.4. Employees

otherwise qualifying for this bonus shall not be disqualified by virtue of the fact that they were on an approved leave of absence at the time of STRS retirement.

c. The provisions of this Article (XIV) and Article XV are reformed pursuant to the terms of the 1997-98 Blitzer/DePace and Summe Class Action Salary Settlement Agreement. Eligible employees will be re-rated effective July 1, 1997 or date of hire, whichever is later.

1.1 For compensation purposes only, full-time basic assignments shall be the number of hours per working day as shown below or the pay period equivalent thereof. Such basic assignment hours are not to affect or reduce the actual hours of service and duties as required under Article IX. Each employee with less than a full-time assignment shall receive the same fraction of full salary for the position which the fraction of assignment bears to full-time assignment except as provided for certain part-time summer school employees.

Adapted Physical Education, Teacher, K-12 (6)	Instructor, Driver Safety (8)
Adult Teacher, Academic Instruction (6)	Instructor, JROTC (6)
Adult Teacher, ESL (6)	Library Media Teacher (6)
Adult Teacher--Hourly Rate (6)	Nonclassroom Assignment,
Adult Teacher, Monthly Rate (6)	Preparation Table (6)
Adult Teacher, Public or Private Contract (6) Table (8)	Nonschool Assignment, Preparation
Adult Teacher, Staff Development (4)	Orientation & Mobility Instructor (8)
Adult Teacher, Temporary Classes (4)	Program Adviser, City of Angels School (8)
Adult Teacher--Adviser (6)	Psychiatric Social Worker (8)
Adult Teacher--Counselor (6)	Psychologist, Clinical (8)
Adviser, Categorical Program (6)	Regional Occupational Contract Teacher (6)
Adviser, Work Study (8)	School Audiometrist (6)
Adviser, Work Experience Education (8)	School Nurse (6)
Alternate Preparation Table Assignment (6)	School Optometrist (6)
Career Adviser (6)	School Occupational Therapist (8)
Categorical Limited Contract Teacher (6)	School Physical Therapist (8)

Early Education Center Teacher (8)	School Psychologist (8)
Coordinating Adviser, Social Services Collaborative (8)	Secondary School Counselor (6)
Coordinating Field Librarian (8)	Secondary Teacher (6)
Coordinating Librarian (8)	Senior Educational Audiologist (8)
Coordinating Officer, JROTC (8)	Senior Instructor, JROTC (6)
Coordinating Pupil Services and Attendance Counselor (8)	Senior School Psychologist (8)
Coordinating School Audiometrist (8)	Special Education Teacher (6)
Coordinating Training Teacher (8)	Special Education Teacher-Off Norm (6)
Counselor, Adult Vocational (8)	Teacher, Grades 7-9 (6)
Counselor Pupil Services and Attendance (8)	Temporary Adviser, Early Education Center Salary Table (8)
Counselor, Student Discipline Proceedings (8)	Temporary Adviser, Special Services Salary Table (8)
Counselor, Young Adult (8)	Temporary Resource Teacher (8)
Development Center Teacher (6)	Temporary Resource Teacher, Hourly (4)
Educational Audiologist (8)	
Elementary School Counselor (6)	
Elementary Teacher (6)	

2.0 Allocation of Employees Carried Over From the Preceding School Year: If a step advancement, reallocation, or reclassification and promotion or demotion become effective at the same time, salary adjustments for the employees affected shall be made according to the following priority:

- a. Allow any earned step advancement and any earned schedule advancement.

- b. Allow for increase or decrease due to reallocations or reclassification.
- c. Allow for increase or decrease due to promotion or demotion.

3.0 Minimum Requirements for the Preparation Salary (T and L) Tables: The ways in which minimum requirements shall be met for the Preparation Salary (T and L) Tables are a bachelor's degree conferred upon completion of a standard four-year college course, or possession of a Special Secondary Limited Industrial Arts Credential, Special Secondary Vocational Class A Credential, or any Designated Subjects Teaching Credential with Specialization in Vocational Trade and Technical teaching.

3.1 The minimum requirements for the Early Education Center and Development Center Salary Tables shall be 60 semester units or equivalent quarter units credit from an accredited college or university.

4.0 Allocation to Early Education Center and Development Center Salary Tables: New Early Education Center Teachers and Development Center Teachers, other than temporaries and day-to-day substitutes, who possess 14 or more points as defined in Article XV, Section 2.0, shall be allocated to Step 1, Schedules 16 and 12, respectively. Such teachers who possess a bachelor's degree shall be allocated to Step 1, Schedules 18 and 14, respectively. New Early Education Center teachers possessing a regular California elementary or early childhood teaching credential shall be allocated to Step 1, Schedule 19. All other new teachers shall be allocated to Step 1, Schedules 15 and 11, respectively. Teachers serving in development centers who hold a valid restricted severely handicapped credential shall be allocated to Schedule 15 of the Development Center Salary Table. Teachers serving in development centers who hold valid credentials authorizing the teaching of severely handicapped (other than restricted) shall be classified as regular special education teachers and compensated accordingly. Day-to-day substitute Early Education Center teachers and day-to-day substitute Development Center teachers shall be limited to Schedules 15 and 11, respectively, and shall be paid not more than the amount specified in Article XIX.

5.0 Allocation to Preparation Salary (T) Table - - Rating-in of Employees Serving Under Regular Credentials: Employees serving under regular credentials who are assigned to positions paid on the Preparation Salary (T) Table shall be allocated to the table as follows.

Schedule placement shall be in accordance with point totals set out in Section 17.0 of this Article. The step placement shall be determined from the following table up to a maximum of Step 10.

Years of Acceptable

Experience	Step
0	1
1	2

2	3
3	4
4	5
5	6
6	7
7	8
8	9
9 (or more)	10 (maximum placement)

5.1 This section does not apply to employees serving under alternative Certification, Early Education Center teachers, Development Center teachers, or Categorical Limited Contract teachers.

7.0 Allocation to and Within the Preparation, Early Education Center, and Development Center Salary Tables: New, current, or former employees who are elected to a classification paid on the Preparation, Early Education Center, or Development Center Salary Table or whose classification or status on such tables is changed shall be allocated as follows:

	FROM		TO		TO		TO
			Provisional Pre-Intern or		Probationary, Temporary, District Intern,** or		Permanent
			Waiver**		University Intern**		
1. New employees and former	Step		Schedule	Step	Schedule	Step	Schedule
employees (except as provided	Rate-in		Rate-in	Rate-in	Rate-in	--	--
in 3 below) who return after more							
than 39 months							
2. Former extended day-to- day	Restore		Restore	Restore	Restore	Restore	Restore
substitute, University	or		or	or	or	or	or
	Rate-in		Rate-in	Rate-in	Rate-in	Rate-in	Rate-in



			or	or	or	or
6. Current temporary contract, probationary, or permanent employees	Retain	Retain	Rate-in Retain	Rate-in Retain	Rate-in Retain	Rate-in Retain
	or	or	or	or	or	or
7. Current probationary or permanent hourly rate schedule employees	Rate-in Retain	Rate-in Retain	Rate-in Retain	Rate-in Retain	Rate-in Retain	Rate-in Retain
	or		or		or	
8. Current employees on Schedules 11 through 19 of the and DC Tables	Rate-in Retain	Rate-in Retain	Rate-in Retain	Rate-in Retain	Rate-in Retain	Rate-in Retain
	or		or		or	
going to a class on Schedules 20 through 27 of the Prep. Table	Rate-in		Rate-in		Rate-in	

\*Career increment is not restored

\*\*Teachers in District Intern, University Intern, Provisional, Pre-Intern and Waiver status will be paid on the Teacher Preparation (L) Salary Table.

7.1 When an employee is both a current and former employee, the

allocation will be used that is to the employee's advantage.

7.2 Return to permanent status is limited to former permanent employees.

7.3 The former step for a former employee shall include earned step advancement not granted.

7.4 An employee transferred to the Preparation, Early Education Center or Development Center Salary Table under the terms of Section 10.0 shall be allocated in accordance with the provisions of such Section, or in accordance with the above provisions, whichever is to the employee's advantage.



7.5 No allocation shall be to a higher rate than that provided by the maximum step and schedule number, plus appropriate differentials, for the classification to which the employee is assigned.

8.0 Allocation to Preparation (L) Salary Table - - Rating in of Employees Serving Under Alternative Certification: Employees serving under alternative certification (provisional, pre-interns, university interns and district interns, etc.) shall be allocated to the Preparation Salary (L) Table as follows:

a. Except as provided in Section c below, the maximum rating-in schedule placement shall be Schedule 22. The step placement shall be determined from the following Table:

Years of Experience	Step
0	1
1	1
2 or more	2

b. Minimum requirements are the same as for probationary employees paid on the Preparation Salary (T) Table. Credit for the types of approved experiences shall be allowed on the same basis as for new probationary employees.

1. Employees serving in District Intern or University Intern Status,

Special Education teachers on a provisional contract with a Master=s degree in Special Education, and Special Education teachers serving on an emergency permit who hold out-of-state training and state certification who have passed the CBEST, will be paid on the Teacher Preparation (L) Salary Table but may rate-in as indicated in Section 5.0 above.

8.1 The provisions concerning the filing of rating-in papers shall be the same as for probationary employees.

8.2 This Section does not apply to the rating-in of Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary (L) Table.

9.0 Salary Rates for Employees on Leave to Substitute: In the case of employees with probationary or permanent status who serve in substitute status in another class, the employee's salary shall be determined as follows:

a. When an employee serves as a substitute in a class having a higher maximum salary rate than that of the class to which regularly assigned, the employee shall receive the salary in the higher class which is next above the salary rate to which entitled in the regular class; and

b. The salary rate described in a. above shall be paid during any period in which the employee substitutes for five or more consecutive working days. When the substitute service is for less than five consecutive working days, the employee's normal salary shall be paid.

c. When an employee serves as a substitute in a class having a lower maximum rate, the salary shall be as provided in Article XIX.

10.0 Transfer to the Preparation, Early Education Center, or Development Center Salary Table: In case of a reduction-in-force as a result of which an employee is reduced to a class paid on the Preparation, Early Education Center or Development Center Salary Table, other than upon return from substitute or temporary service in the higher class, the employee's salary shall be determined as follows:

a. Place such employee on the step of the applicable minimum

schedule of the Preparation, Early Education Center or Development Center Salary Table at the same rate, if it appears on the Table; or if the rate does not appear, the nearest rate above; or if a higher rate does not appear, the maximum of such numbered schedule.

b. Allow such employee point credit for approved preparation and allocate to the appropriate schedule of the Preparation, Early Education Center or Development Center Salary Table on the numbered step determined in accordance with "a" above. If the pay period rate is lower than the employee's former rate, the employee shall be

placed on a higher schedule at the same rate if it appears on any numbered schedule; or if the rate does not appear, the nearest rate above; or if a higher rate does not appear, the maximum schedule.

c. Allocation as determined herein shall not act so as to place an employee, who is returning to the Table within the same school year, to a higher rate than the employee could have obtained had the employee remained on the Preparation, Early Education Center or Development Center Salary Table.

d. Schedule placement will be based on information on file in the Human Resources Division at the time of the election. Higher schedule placement will be retroactive provided the additional material is on file within four calendar months after the effective date of the election. A current or former probationary or permanent employee returning within 39 months from the last day or which salary was received, who is being assigned under other than a reduction-in-force) to a class paid on the Preparation, Early Education Center or Development Center Salary Table from a class paid on another pay period rate salary schedule, shall be placed either on the step and schedule the employee would have been entitled to had the employee been

paid on the Preparation, Early Education Center or Development Center Salary Table for all service on the other salary schedule, or under Section 7.0, whichever is to the employee's advantage.

11.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule.

12.0 Step Placement for Junior Reserve Officer Training Corps Employees: If the combined military retirement pay plus the District salary of a JROTC program employee is less than the active duty pay and allowances which such employee would receive if ordered to active duty for the same span of time as the annual District assignment, the employee shall be allocated to the step of the appropriate schedule for the class to which assigned which will provide an amount equal to or next above the minimum required amount. If the maximum step of the appropriate schedule does not provide the necessary minimum annual salary, the employee shall be paid at a flat pay period rate equal to a rate on a higher schedule number of the Special Services Salary Table that will provide an amount equal to or next above the minimum required amount. This allocation shall be adjusted upward or downward, as appropriate, based on changes

in District salary rates, armed forces active duty salary rates, or the employee's armed forces retirement pay, but shall not be less than the step of the appropriate schedule to which the employee would be allocated through normal step advancement.

12.1 Subsequent step advancements on the schedule for the employee's classification shall be made in accordance with Section 16.0 of this Article.

13.0 Rating-in for Approved Training and Experience: Rating-in for approved training and experience for employees paid on the Preparation, Early Education Center, or Development Center Salary Tables shall be authorized in accordance with the following provisions:

a. New employees in a position on the Preparation, Early Education

Center, or Development Center Salary Tables shall be elected to the minimum step and schedule applicable to the class in which the employee is to serve pending approval for advanced step and/or schedule placement.

b. Rating-in above the original placement shall be permitted only in accordance

with the following conditions:

(1) A rating-in claim for credit for previous training, degree, and/or experience must be filed on the proper forms with official verifying documents attached.

(2) The date that the rating-in claim is filed is the date that it is received in the Salary Allocation Unit or, if sent by United States mail addressed to the Human Resources Division, the date of the postmark. The effective date of an advanced step and/or schedule placement and/or degree differential depends upon the filing date of the rating-in claim and verifying documents according to the following Table, but in no case earlier than the effective date of election:

Date of Filing	Effective Date
Within four calendar months from effective date of election	Effective date of election
After above four-month period	Beginning of following pay period

c. If an employee files a protest of the evaluation of a rating-in claim and additional credit is allowed, any salary adjustment shall be retroactive to the effective date of an allowance based on the original claims.

d. If an employee has filed a rating-in claim, subsequent rating-ins shall be based upon records on file in the Salary Allocation Unit.

e. A new employee who has filed a rating-in claim may file additional supplemental rating-in claims for coursework and/or experience acquired prior to initial employment; however, such claims will be evaluated in accordance with provisions in effect at the time the claims are filed. Allocation to a higher step and/or schedule or allowance of a degree differential on the basis of a properly filed supplemental claim shall be retroactive to the effective date of election if the claim is filed within four calendar months of such date. If the supplemental claim is filed after four calendar months from the election date, the allocation shall become effective at the beginning of the employee's next pay period following the filing date.

f. Previous training and experience is defined as training and experience completed before the effective date of any election for which rating-in is provided. In order to receive rating-in credit for a degree, the degree must have been granted or there must be satisfactory evidence that all requirements for the degree were completed and of eligibility to receive the degree prior to the effective date of election.

14.0 Approved Experience: New contract employees assigned to positions paid on the Preparation Salary (T and L) Tables shall be allowed credit for the types of paid experiences

which are listed below, for the purpose of allocation to the salary schedule, provided that proof of such experience has been submitted, and that no more than one year of credit may be granted for experience acquired during any one school year. Credit may be granted for District experience, including substitute service, during the year in which rating-in is effective. Subject to the above, the applicable experience is as follows:

- a. Day school certificated experience in approved public schools and teaching experience in approved institutions of collegiate grade level.
- b. Day school experience in approved elementary and secondary schools other than public schools, such credit not to exceed five years.
- c. Non-Day School Certificated Experience may be granted for employees hired in shortage fields under the following conditions:
  - (1) All non-day school paid experience must reflect a direct relationship to teaching, provide evidence of the use of skills applicable to teaching, and have been full-time or the equivalent, to receive salary credit not to exceed five years;
  - (1) Additionally, pre-school or other early childhood education experience must have been in state accredited, state or federal approved, or Early Education Center permit programs; and
  - (3) Special Education experience must also have been at work sites or in programs that were state certified, provided instructional rather than custodial care, or were receiver schools for public school students under provisions of Public Law 94-142.
- d. Vocational experience related to the field to which a teacher is assigned with a teaching credential that has as a requirement the completion of trade experience consonant with the subject named on the credential. The experience must have occurred after completion of an approved four-year learning period. Such learning period shall consist of an apprenticeship, a recognized equivalent occupational or collegiate level preparation, or a combination thereof. College units which are consonant with the subject trade named on the credential shall be allowed for the learning period on the basis of 30 semester hours coursework equivalent to 50 weeks of trade experience. Fifteen semester hours shall be equivalent to 25 weeks of trade experience. Amounts of less than 15 semester hours are not allowable. The maximum number of units equated as trade experience shall not exceed 60 semester hours. Credentials applicable under this paragraph which have as a prerequisite trade experience are:

Special Secondary Vocational Class A Credential in Trade and Public Service Education

Special Secondary Vocational Class B Credential in Trade and Technical Subjects Related to Trade and Industrial Occupations

Special Secondary Limited Credential in Industrial Arts Education

## Designated Subjects Teaching Credentials with Specialization in Vocational Trade and Technical Teaching

### Designated Subjects Teaching Credential in Industrial Arts and Occupational Subjects

e. Professional non-teaching experience in a shortage field which the District reasonably deems to be the equivalent in value to acceptable teaching experience (e.g., new mathematics teacher previously employed as mathematician).

To receive such credit, the applicant must be a new hire, have a degree in the shortage field, possess a regular appropriate credential, and be contracted as a probationary employee in the designated shortage field. For purposes of this section, this may include District Interns hired in subject fields limited to math, science, English, and special education.

f. Professional librarian experience in an approved public or private library. Credit for librarian experience in approved private libraries may not exceed five years.

g. Public adult education teaching experience. Credit is to be computed on the basis of four hours of classroom teaching as the equivalent of one day. No such credit shall be given for adult education experience on any date for which day school experience is given.

h. Experience as a School Nurse in an approved public school or experience as a Public Health Nurse in an approved public or private agency.

i. Experience as a professional Psychologist in an approved public or private agency.

j. Experience as a Social Worker in an approved public or private agency.

k. To receive credit under sections a, b, d, e, f, g, h, i, and j, experience must have occurred after possession of an earned bachelor's degree.

l. To receive credit, previous experience must have occurred during the twenty-three years immediately preceding the election for which rating-in is provided.

m. A year of experience shall be defined as paid service for at least 130 days during a school year for school experience or 170 days during a calendar year for other experience, with the following exceptions:

(1) Qualifying school experience will be combined from any two school years within a period of three consecutive school years for initial placement on the Preparation Salary (T and L) Tables pursuant to the requirements set forth in Section 16.0 a (2) of this Article.

(2) A year of vocational experience used for either the learning period or step placement, as set forth in paragraph "d" of this section, shall be cumulative over one or more calendar years and shall consist of 250 days.

This section does not apply to the rating-in of Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary (L) Table. (See Sections 4.0 and 7.0 of this Article and Appendix E, Section 3.b)

15.0 Return to Service - Salary Restoration: A former employee who re-enters service within a 39-month period from the last date of paid service on the same or equivalent salary table shall have restoration as provided in Section 7.0. Status and tenure rights (if any) are determined by the employee's assignment and credential and by applicable law. The original seniority date is not restored.

15.1 A former employee who re-enters service in a higher class within a 39- month period from the last date of paid service shall be restored to the appropriate rate for the former schedule in accordance with the above procedures. Such employee shall then be allocated for the new higher class in accordance with provisions for assignment to a higher class.

15.2 A former employee who re-enters service after a 39-month period from the last date of paid service on the same or equivalent salary schedule shall be rated-in in accordance with Section 7.0 of this Article; a former employee who returns after a 39-month period effective 7-1-85 or thereafter may, in the discretion of the District, rate-in or have step and schedule restored, but shall not be eligible to have the career increment restored. For all other purposes, including status, tenure and seniority date, the employee shall be treated as a new hire.

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

a. Pay Period Rate Schedule. The employee must have been paid for service or for leave on the employee's current or higher schedule for the number of hours corresponding to 130 full-time days during the previous school year. In addition, qualifying experience will be aggregated upon request by the employee to the Salary Allocation Office, as specified below.

(1) Qualifying substitute and contract experience which occurred within a single school year will be aggregated in determining whether the employee has the equivalent of 130 full-time days of qualifying experience required for step advancement on the Preparation Salary (T and L) Table.

(2) Qualifying experience from any two school years within a period of three consecutive school years will be aggregated in determining whether an employee has the equivalent of 130 full-time days of experience required to obtain credit for a year of experience for initial placement or step advancement on the Preparation Salary (T and L) Table. If experience is aggregated pursuant to this section, any surplus days of experience (i.e., hours in excess of the number needed for a two-year aggregate of 130 full-time days) may not be aggregated or carried over to apply for any further experience credit. Pre-employment experience cannot be combined with District experience for purposes of step advancement on the Preparation Salary Tables.

- b. Adult Hourly Rate Schedule. The employee must have been paid on the Hourly Rate Schedule for 156 hours during the previous school year. Effective July 1, 2002, the employee must have been paid on the hourly rate schedule for 775 hours and completed the required professional development training, during the previous school year.
- c. Paid time while on leave to serve full-time in another class paid on the same or higher schedule or an hourly rate shall also count as paid time in the class from which on leave.
- d. Time on exchange, position, member of legislative body, military, organization and paid leaves shall count as paid time in the class from which on leave provided the employee furnishes the Controlling Division verification of time spent on such leaves.
- e. An exception shall be made to the above requirements and step advancement shall be granted to an employee who received salary for at least 90% of the number of hours required for such advancement when the failure to receive salary for the required number of hours was the result of an illness or injury which arose out of and in the course of employment with the District and which qualifies under the worker's compensation laws of the State.

17.0 Schedule Placement or Advancement on the Preparation Salary (T and L) Tables (Schedule 20 through 27): In order to qualify for a schedule placement (except as provided in Section 8.0 of this Article) or advancement on the Preparation Salary (T and L) Tables, the employee must possess the requisite total number of points according to the following schedule:

Points in Excess of Minimum		Points in Excess of Minimum	
Schedule	Requirements	Schedule	Requirements
21	14	25	70
22	28	26	84
23	42	27	98
24	56		

The study on which the points are based must qualify under Article XV, Section 1.0. This provision does not apply to Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary (L) Table.

18.0 Schedule Advancement - Early Education Center and Development Center Salary Tables: In order to qualify for a schedule advancement on their respective salary tables, Early Education Center Teachers and Development Center Teachers must meet requirements according to the following:



Advancement to

Schedule		Requirements
EE	DC	
16	12	14 points above minimum requirements
17	13	28 points above minimum requirements
18	14	bachelor's degree
-	15	possession of a California restricted severely handicapped credential (applicable only to Development Center Teachers)
19	-	possession of a California elementary or early childhood teaching credential (applicable only to Early Education Center Teachers)

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

a. For employees whose base salaries are set by the Preparation Salary (T) Table, and employees included in Section 8.0c of this Article, previous rules limiting probationary employees to one schedule advancement every 52 weeks or once every 26 weeks for permanent employees are rescinded, and credit will be awarded as provided in Article XV with an effective date as determined in Section 20.1 below.

b. For employees whose base salaries are set by the Preparation Salary (L) Table, a maximum of one schedule advancement will be allowed for each 52-week period (e.g., from March to March of the following year), measured from the effective date of the employee's initial allocation, or last schedule advancement, or eligibility for advancement.

3. For employees whose base salaries are set by the Early Education

Center or Development Center Salary Tables, a maximum of one schedule advancement will be allowed for each 52-week period for non-permanent employees (e.g., from March to March of the following year) or each 26-week period for permanent employees, (e.g., from November to May) measured from the effective date of the employee's initial allocation, or last schedule advancement, or eligibility for advancement, except for allocation to Development Center Schedules 14 or 15, or Early Education Center Schedules 18 or 19.

d. Advancements may occur as set forth in this section provided the multi cultural requirements of Section 22.0 are satisfied.

20.1 For employees paid on the Preparation Salary (T) Table, and employees included in Section 8.0c of this Article, the effective date of the schedule advance will be the beginning of the employee's first pay period which begins after (1) the required points were completed provided verification is received within four calendar months, or (2) the filing date of the point application, whichever is later.

20.2 For employees paid on the Preparation Salary (L) Table or the Early Education Center or Development Center Salary Tables, the effective date of the schedule advancement will be the beginning of the employee's first pay period which begins after: (1) the required points were completed provided verification is received within four calendar months, (2) the filing date of the point application, or (3) the ending date of the above required period on a schedule, whichever is later.

20.3 The date that a point application is filed is the date that it is received in the Salary Allocation Unit, or if sent by the United States mail addressed to the Human Resources Division, the date that it is post-marked.

20.4 The same requirements for completion of study, filing of proper application form, and effective date of differential shall apply to the degree and Specialist Nurse differential as for schedule advancement. In order to receive a degree differential, the degree must have been granted, or there must be satisfactory evidence that all requirements for the degree have been completed and of eligibility to receive the degree.

21.0 Eligibility for Degree Differential: An employee on the Preparation, Early Education Center, Development Center, or Special Services Salary Table is eligible for a degree differential under the following conditions:

a. Possession of an earned master's degree or other equal advanced earned degree of at least equivalent standard granted by an accredited institution of higher learning or earned degree of at least equivalent standard granted by a foreign university, the equivalency of any degree being determined by the Superintendent, (not applicable to Special Services Salary Table employees) or

b. Possession of an earned degree of doctor of philosophy or other earned degree of equivalent standard, the granting and equivalence according to the provisions of subsection "a" above, or

c. Possession of an earned professional doctor's degree or other degree of equivalent standard granted by an accredited institution of higher learning, provided that:

(1) The requirements for the above degree include the completion of a three-year doctoral or equivalent program in the professional field in which the degree is obtained.

(2) The employee has a baccalaureate or other earned degree of at least equivalent standard granted by an accredited institution of higher learning in addition to the professional degree specified in paragraph "1" above; and

d. Satisfactory evidence that the degree has been granted or that all requirements have been met and that the employee is eligible to receive the degree must be filed according to the time limits and other point regulations.

22.0 Courses on Multicultural Understanding Required: To qualify for a schedule advancement on the Preparation, Early Education Center or Development Center Salary Table, the employee must have completed a minimum of two semester units or equivalent of study authorized to meet the requirements of Section 44560 through 44562 of the Education Code. This requirement will not be applicable to schedule advancements after the completion of four semester units or the equivalent, which includes two semester units of general survey coursework on minority groups and two semester units of coursework specifically pertaining to a minority group represented in the student enrollment of the school to which the employee was assigned at the time the study was completed. The above units may also be used to meet the point total for schedule advancement.

23.0 Eligibility for Career Increments: An employee being paid on the maximum step of the Special Services Salary Table or the maximum step and schedule of the Preparation Salary Table, Early Education Center Salary Table or Development Center Salary Table is eligible for a career increment as soon as the requirements set out below are met.

23.1 Preparation Salary Tables:

a. To be eligible for the first career increment, the employee must have met step advancement requirements for five years while allocated to the maximum (steps 10 - 14) on Schedule 27 of the Preparation Salary Table, or a higher rate while not paid on the Preparation Salary Table, and completed at least two Staff Development point credits or equivalent college/university course dealing in modern techniques and practices for the classification to which allocated or additional multi cultural credits.

b. Employees who have not completed the multicultural courses required in Section 22.0 must meet the two salary points of study requirement by completing a State-approved multicultural in-service course(s) or equivalent study. Employees who have completed the requirement in Section 22.0 must complete the study requirement in the preceding paragraph.

c. If the required two point credits are completed after the above five-year period, the effective date of the first career increment shall be determined under

provisions for effective date of schedule advancement.

d. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

1. To be eligible for the third career increment, the employee must have

been paid on the second career increment for five years while meeting step advance requirements.

f. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance requirements.

g. Service rendered previous to a break in service that was greater than 39 months shall not be considered.

### 23.2 Special Services Salary Table:

a. To be eligible for the first career increment, the employee must be serving under a credential requiring a baccalaureate degree;

b. The employee must have served for at least 14 school years during which step advance requirements were met. Years of service outside the District which are creditable for rating-in step placement purposes (maximum of five) shall count toward the 14-year requirement;

c. The employee must have served five school years on the top rate of either a Special Services Salary Table Schedule or the top rate of the Preparation Salary Table (or a combination of both) and during each of the five years must have been paid for the number of hours required for step advance. The five years need not be consecutive;

d. The employee must have completed two staff development credits involving modern techniques and practices for the employee's classification during the five school years immediately preceding the school year in which the Career Increment is to become effective;

e. The employee must have completed two staff development credits meeting the multi cultural requirement as described in Section 22.0. These credits may be used for the credit requirement in (d) above; and

f. The employee is subject to the requirements of Section 23.1 above.

g. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

h. To be eligible for the third career increment, the employee must have been paid on the second career increment for five years while meeting step advance requirements.

i. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance requirements.

### 23.3 Early Education Center Salary Table:

a. To be eligible for a career increment the employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Early Education Center Salary Table, or a higher rate while not paid on the Early Education Center Salary Table. (See Appendix E, Section 2.1)

b. The employee is subject to all the requirements of Section 23.1 above.

#### 23.4 Development Center Salary Table:

a. To be eligible for a career increment the employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Development Center Salary Table, or a higher rate while not paid on the Development Center Salary Table.

b. The employee is subject to all of the requirements of Section 23.1 above.

24.0 Salary Differentials: A salary differential may be paid in addition to the employee's regular salary because of (a) an additional earned degree, (b) prolonged years of service, (c) extra assignments involving additional duties, (d) specialist nurse duties, (e) additional responsibility, (f) work location, or (g) the temporary assignment of different duties. Such differentials may be computed on a pay period, seasonal, semester, session, quarterly, daily, or an hourly basis, but payment will be made in a lump-sum following the end of a season or semester, or as an additive following the end of a regular pay period, as determined by the District. Nothing in this Section shall preclude an employee from performing such responsibilities and/or activities without receiving a differential.

a. Degree Differentials. A degree differential is granted to an employee paid on the Preparation, Early Education Center or Development Center Salary Table because of the holding of a master's or doctor=s degree (for Special Services Salary Table employees doctor=s degree only). Such a differential is part of the employee's pay period salary rate. The differential is included with the regular salary in computing retirement or determining salary upon promotion.

b. Career Increment Differential. A career increment differential is granted to employees on the Preparation Salary Table, Early Education Center Salary Table, Development Center Salary Table, and Special Services Salary Table because of longevity of service. The differential is part of the employee's pay period salary rate and is included in computing retirement, and in determining salary upon promotion.

c. Assignment Differentials. An assignment differential may be granted to school-based employees because of additional duties which are related to the basic assignment but which require service in addition to the duties of the regular position. The assignment must involve working with students or performing duties specifically related to the assignment beyond the scheduled work day. The responsibilities of the assignment and the rate of pay shall be agreed upon in writing by the responsible administrator and the employee before the assignment begins. Such differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion. The number and type of assignment

differentials allocated to each location shall be determined by the District. Assignments differentials may be paid for the following functions:

- (1) Activity Assignment. An activity assignment differential may be assigned each semester or season by the principal to an employee for service in the areas of choral music, drama, drill team, instrumental music, journalism, speech, statecraft, student activities, yearbook, and other recognized or experimental school programs approved by the Superintendent;
- (2) Athletics Differential. An athletics differential may be assigned each season by a senior high school principal to an employee for service as an interscholastic athletic coach; and
- (3) Coordinating Differential. A coordinating differential may be assigned each semester by the principal or the Interscholastic Athletics Office to an employee for school coordinating service in interscholastic athletics or league coordinating service in interscholastic athletics. Such differentials may also be assigned by the principal for coordinatorships in the areas of audiovisual, counseling, early childhood, ESL, gifted, health, library/media, reading, special education, student government, subject field or grade level leadership (department or grade level chairpersons), work experience, or with the approval of the Local District Superintendent, other activities related to the operation of the school.

The District bulletin regarding Supplemental Pay Guidelines, Interscholastic Athletics, and Coordinatorships, in its then-current form, will be posted at each school site during the time such assignments are being determined.

- d. Specialist Nurse Differential. A Specialist Nurse Differential shall be paid to a school nurse who has successfully completed a specialist nurse training program and who is assigned to a health appraisal team to perform designated duties that supplement the regular duties for a school nurse. Such assignments shall be made by the District Nursing Service Branch on a rotational basis (see Appendix E, Section 10.6).
- e. Responsibility Differential. A responsibility differential is granted to an employee on the Preparation Salary Table because of duties regularly assigned to the position which result in a higher level of responsibility. Such a differential is a part of the employee's regular pay period salary rate. Except for head summer school teachers the differential is included with the regular salary in computing retirement or determining salary upon promotion. The classes which include responsibility differentials are Coordinating Training Teacher and Head Teacher, Elementary/Special Education Summer School.
- f. Temporary Adviser Differential. An employee who is temporarily assigned to a Non-School Assignment, Preparation Table may be granted a Temporary Adviser Differential. Such a differential is in recognition of the assignment of different duties and the displacement of the employee from the normal work station. The differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion.

24.1 When the activity for which a salary differential has been received is discontinued, employees receiving such differential shall be continued on the salary schedule at their regular rate including Degree and Career Increment Differentials, but excluding any other salary differential.

25.0 Auxiliary Teachers: An auxiliary teacher is a secondary school teacher or JROTC Instructor assigned to teach one additional regular class period each day. They shall be assigned on the appropriate basis and shall be paid at the hourly rate derived from their regular scheduled tenths pay period rate. Auxiliary teachers shall be paid only for time actually served. Assignment as an auxiliary teacher may be terminated at any time.

26.0 Demonstration Teachers: Employees who are assigned as demonstration teachers for the purpose of providing observation by designated students in teacher-training institutions of the development of a teaching and learning situation setting forth a designated technique for a specific subject shall receive an assignment differential for such service. Compensation for service rendered as a demonstration teacher shall be paid after the close of the semester in which the service is rendered. The District shall establish the necessary administrative procedures for the processing of such demonstration teacher assignments and the review and checking of all timesheets incidental thereto.

27.0 Registration Advisers: Registration time may be allocated to schools by the District. The time allocated to schools may be converted to substitute days and hours of advisory time for appropriate employees:

a. Registration advisers shall be assigned by the immediate administrator and shall be limited, except schools in the Division of Adult and Occupational Education, to permanent or probationary staff members assigned to the schools who shall be directly involved with registration and programming;

b. Registration advisers shall be paid at their regular scheduled tenths pay period rate for the time actually served. They shall not be entitled to pay for holidays or other absence benefits; and

c. The period during which registration time may be utilized shall be determined by the District.

28.0 Replacement Teachers : Replacement service is service rendered by a teacher at a school in place of either a teacher or a library media teacher assigned to the same school who is reported as absent on the payroll records, except as provided below. Such service is to be authorized only when there is no qualified substitute assigned to cover the class or library. All teachers who possess the appropriate certification are authorized to render replacement service under the conditions described in this Section and shall be paid additional salary for such service at the rate of their regular scheduled tenths rate. Such pay shall be paid monthly, as worked. Service in place of a teacher who is absent for attendance at a conference or convention shall not qualify for additional salary unless a substitute is authorized by the District. Replacement service shall be in accordance with the following provisions:

a. A replacement teacher must be assigned to the same school as the absent employee or to a pool location. The replacement service must be for class instruction or library media teacher service. Replacement service is also authorized for nurses in Special Education facilities where two separate operations share a common site and when a nurse is assigned to perform services at both locations in the absence of a regularly assigned nurse. The total number of hours in all pay period rate replacement assignments for any one employee shall not exceed twelve per pay period. The total number of hours in all hourly rate replacement assignments for any one employee shall not exceed twelve per pay period. However, such limits on replacement service may be exceeded when, in the judgment of the principal, special needs of the school so indicate;

b. Replacement service representing less than .1 of a full hour of

compensation will not be reported to the Payroll Section;

c. Replacement service accumulated on a pupil-hour basis will not be carried over from one school year to the following summer session or school year nor from a summer session to the following semester;

d. An elementary level teacher shall receive one hour's pay for each 30 pupil-hours of replacement service rendered with regular elementary students or one hour's pay for each 15 pupil-hours of replacement service rendered with special education students. A secondary, secondary special education, or adult education teacher shall receive one hour's pay for each class hour of teaching for an absent teacher; and

e. The rate of pay for replacement service for an absent pay period rate teacher shall be the replacement teacher's hourly rate derived from their regular scheduled tenths pay period rate. The rate of pay for replacement service for an absent hourly rate teacher shall be the replacement teacher's regular hourly rate.

29.0 Training Teacher: Employees who are assigned as training teachers for the purpose of the direct supervision and instruction of the classroom teaching of student candidates for teaching credentials shall receive an assignment differential for such service. For the purpose of this Section, a semester unit in elementary schools and junior and senior high schools equals one semester of approximately 18 weeks of direct supervision and instruction per student candidate for 20 minutes per day, five days per week, or the equivalent of approximately 30 hours per semester. A semester unit in elementary schools, and junior and senior high schools during the summer session equals approximately six weeks of direct supervision and instruction per student candidate for sixty minutes per day.

29.1 In cases where the training teacher has more than one student teacher assigned at any one time, the amount received by the training teacher shall be increased proportionately. In no case shall the compensation paid for the service of training teachers exceed the established salary rate per semester unit.

29.2 For the purpose of pro-rating the salary to employees who render service as training teachers during a part of a semester or a part of an intersession, where one regular training



teacher replaces another training teacher, the teacher having the longer assignment shall be paid. The payment of salary shall be pro-rated according to the following table:

Number of Weeks of Service	Fractional Part of Training
As a Training Teacher	Teachers Salary to be Paid
Nine or less per semester	one-half
More than nine per semester	one
Three or less per summer session	one-half
More than three per summer session	one

29.3 The District shall establish the necessary administrative procedures for the processing of such assignments and the review and checking of all timesheets incidental thereto.

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

30.1 Salary Overpayments: For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, \$200 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two-year period. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment will be as much as the entire amount. In such cases, however, the District will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

31.0 Payroll Errors - Prompt Correction: If the District fails to issue a scheduled regular pay warrant, or makes an error of \$100 or more due to problems involving assignment, time reporting, payroll processing or the like, the employee may request an Emergency Pay Allowance for the amount of the estimated payroll error. Such a request is to be made to the person at the work site who is responsible for reporting time, who will contact the Payroll Branch between 8:00 a.m. and 12 noon on the day after the pay warrant was due at the site. Payroll Branch shall issue the Emergency Pay Allowance for approximately the amount of the error and have it prepared for pickup at the Payroll Branch between 3:30 and 5:00 p.m. of the same working day the error is reported to the Payroll Branch. Those warrants not picked up by the employee shall be mailed to the employee that same day. Any portion of an Emergency Pay

Allowance may be recovered against future salary warrants if the District later determines that the employee was not entitled to keep the payment. This procedure is not available to cover step and schedule advancement, rating-in allocations, promotional adjustments and the like which normally take up to 60 days to process, nor is it lawful until the employee's initial employment assignment has been processed. Also, an Emergency Pay Allowance is not lawful in the case of a salary warrant issued and mailed but later lost, stolen, or delayed. However, a replacement salary warrant will be issued (upon timely request) seven days after scheduled receipt of the original salary warrant. Emergency Pay Allowances cannot be issued when the employee is under garnishment, tax liens, or other similar restriction, or when the District has knowledge that the employee is in an overpay situation. The District shall hold open all Payroll Inquiry phone lines on the morning after the pay warrants are due at the site for the purpose of receiving reports of payroll errors from time-reporting personnel.

32.0 Payday: The Friday payday procedures shall be retained.

34.0 Employer "Pick-up" of Employee Contributions to State Teachers' Retirement System (STRS): The District shall implement the provisions of Section 414 (h) (2) of the Internal Revenue Code for all employees who are members of STRS. Under this program, employee contributions are designated as "employer" contributions for tax purposes only. The employee's 8% STRS contribution will continue to be deducted. Taxes are paid only on the reduced salary amount (e.g. gross salary less 8%). Taxes on the employee's 8% retirement contributions are thereby deferred until retirement or withdrawal from STRS. Typically, this program will result in an increase in take-home pay for STRS members.

35.0 Home School Teachers (Contract Employees)

Effective July 1, 2000, qualified Home School Teachers shall be offered a contract and assigned as follows:

1. Credit for tenure purposes shall be granted retroactive to July 1, 1998

or later, as applicable. While the seniority date will begin no earlier than July 1, 1998, employees will be given credit for previous certificated service for purposes of tie-breaking.

2. Home School Teachers shall accept a minimum of three and up to five students as assigned by the District consistent with Section 35.1 below. Home School Teachers will be rated in on the Preparation Salary Table and assigned on C basis with 182 workdays, 22 paid nonwork days for a total of 204 paid days (including illness days) with actual compensation for illness/absence days and for holidays will be based on the number of students scheduled for the day. Home School Teachers shall receive an illness hours credit projection based on working one-half time but shall earn illness hours credit proportionate to the actual hours assigned for the school year.

3. Home School Teachers who prefer to teach three students only will be allowed to express this preference at the beginning of each school year. The District will make a good faith effort to honor this request when making assignments.

4. Home School Teachers who refuse any additional students above the three student minimum will be assigned to positions in the regular K-12 program for which they are credentialed.

1. The District will make a reasonable effort to give a Home School

Teacher who has requested to teach five students and has less than five students, the next available student within his/her selected assignment area.

### 35.1 Home School Assignments

1. For purposes of Home School assignments, the District will be divided

into eleven local district assignment areas. Home School Teachers shall select at least one primary assignment and two or more adjacent assignment area(s). The Home School Teacher's initial assignment shall be made in a requested primary geographic assignment area by seniority whenever reasonably possible and in a manner designed to minimize driving time. The District reserves the right to make assignments in the requested adjacent assigned area(s) when assignments within the primary areas are not open.

2. Whenever a Home School Teacher is assigned a student or students in a requested adjacent area, the Home School Teacher may request from the supervisor that those students be reassigned to another Home School Teacher who has indicated the same assignment area as a primary assignment area. Such reassignments will be made, however, only within the staffing loads identified above and then only when such a reassignment will not create disparate work loads between the receiving and sending Home School Teachers.

3. Whenever there are not enough students to maintain the minimum three student assignment in the primary or selected adjacent areas, a special temporary assignment shall be made. The teacher given the temporary assignment shall be given the opportunity to be reassigned to another student in the requested primary/adjacent areas as soon as an available student is identified.

4. When a teacher receives the assignment of a new student, the teacher shall make a reasonable effort to contact the student/parent within three (3) working days and to begin service within a total of five (5) working days. If the teacher is unable to contact the student or parent within that time period, the teacher shall be assigned another student, if available. A contract teacher shall not be paid for service to the third student unless a reasonable effort had been made to contact that student/parent.

e. No assignment/reassignment shall be made if there is a reasonable

determination by the District that it would be detrimental to the student's education.

### 35.2 Home School Teacher Hours and Benefits

5. A full-time assignment shall consist of five days a week of five hours of actual teaching and one conference/preparation period per day.
6. Home School Teachers shall be entitled to the same benefits and contract provisions as teachers in the K-12 program except as provided herein.
7. Any additional time above 120 hours per pay period will be compensated as an auxiliary hour pursuant to Section 25.0, Auxiliary Teachers.
8. Time required to be utilized for participation in IEPs and conferencing with the student=s regular school teacher shall be paid their regular rate subject to availability of Chanda Smith funds.

### 35.3 Part-time Home School Teachers (Non-contract employees)

Home School Teachers not interested in an assignment as a contract employee shall remain hourly but only if they are District retirees. The classification of Extended Substitute-Home Teacher shall cover these non-contract retired employees who are assigned home teaching responsibilities. Such retired Home Teachers shall be paid their regular tenths hourly rate on X basis. This section does not apply to regular contract teachers who serve in additional assignments as home teachers; such employees are assigned to the classification of Supplemental Home Teachers and paid the hourly rates comparable to Section 25.0, Auxiliary Teachers.

36.0 Night Continuation High School (Regular Program) Teachers: Regular program teachers (including continuation high school teachers) who teach additional hours in the Night Continuation High School program shall be paid at their regular hourly rate and shall accrue holiday and illness pay on a pro-rata basis.

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

Each qualified employee in permanent or probationary status shall receive compensation at their daily rate for actually working a number of additional days/hours equal to 7 1/2% of their work year ( 92 hours) and shall also receive a differential of 7 1/2% per year for a total of 15% increase in compensation above their base rate. Teachers must work in the classroom for a minimum of 60% of the day - - or, four periods in a secondary school to earn 100% of the 15% increase in compensation. Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher (or three periods in a secondary school) will receive 50% of the 15% -- or 50% of the 7 1/2% for holding the certification and 50% of the 7 1/2 % for

completing 46 required additional hours of work. The District and UTLA shall jointly explore whether this compensation is STRS creditable. This program shall be available to employees serving in a position which is currently eligible for the NBC pursuant to current NBPTS requirements. Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties. The District and UTLA agree to meet and negotiate regarding any position for which the NBPTS creates an NBC after the expiration of this agreement.

Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and the District. One additional committee member may be appointed by mutual agreement of the committee.

## ARTICLE XV

### SALARY POINT CREDIT AND STAFF DEVELOPMENT

1.0 Requirements for Salary Point Credit: After placement on the Preparation Salary Table, employees shall be entitled to earn salary point credit as provided in this Article.

1.1 Salary Point Credit - General Policy: In order to qualify for salary point credit, coursework must be directly related to the employee's current assignment and to the curriculum/subjects commonly taught in the District. The coursework must also enhance the employee's knowledge of the subject(s) taught as well as increase the methodology skills associated with teaching those subjects.

a. Salary point credit will also be granted for coursework leading to an advanced degree in the subject(s) currently taught or to meet renewal requirements for the acquisition or renewal of a current teaching credential or certificate.

b. Credit for coursework that does not relate directly to the current assignment or satisfy the credential renewal requirement but is pursued in preparation for a future, District teaching or service assignment will be granted: (1) upon filing, if coursework is in a designated shortage field; and (2) upon verification that coursework is related to the employee's new assignment if in a non-shortage field.

1.2 Salary Point Credit Guidelines: The following guidelines will apply to all coursework:

a. Coursework must meet all established guidelines specified in the Agreement and request for salary point credit must be submitted on appropriate District forms.

c. Coursework that does not meet the criteria for immediate credit will be held on file at the Salary Allocation Unit until the credit is requested by the employee and it is verified by the immediate administrator that the coursework is directly related to the new assignment.

d. Credit for advanced degree differentials from an accredited college or University will be granted upon filing of verification of the degree award.

e. For coursework pursued toward a new credential or certificate, the employee shall provide verification that: (1) the class is officially included in the credential/certificate program and (2) that he/she is officially enrolled in that program. Verification shall be submitted to the Salary Allocation Unit at the time salary point credit is requested.

f. Coursework leading to an advanced degree in areas which may not be considered appropriate preparation for a future District teaching or service assignment will be reviewed (e.g., law, business management, real estate, theology, theater arts, dentistry, medicine, etc.). Credit may be granted in the reasonable discretion of the District for certain beginning coursework in fields related to the employee's current or future District teaching or service assignment (e.g., constitutional law applied to social studies/government assignment).

g. Salary point credit for repeat coursework shall not be allowed unless five (5) years have passed since the course was originally taken.

### 1.3 Effective Dates for Approved Coursework:

a. For coursework listed below, salary point credit will be granted upon filing of application provided it meets all other requirements specified in this Article (e.g., use of appropriate forms, passing grade, etc.).

(1) Coursework directly related to the subjects currently taught (includes coursework leading to an advanced degree and coursework pursued for credential renewal requirements).

(2) Coursework leading to a new preliminary or clear teaching credential or certificate in designated shortage fields accepted by the District.

(3) Coursework leading to the acquisition of a District-identified "target" language.

(4) Coursework required for the acquisition of: certificates, credentials, or emergency permits issued by the

Commission on Teacher Credentialing (CTC) in conjunction with the California Department of Education (CDE) to authorize the instruction of Limited English Proficient (LEP) students.

(5) Coursework required for acquisition of a Special Education certificate or credential.

(6) Coursework related to teaching reading, teaching reading in the content areas, and teaching reading to speakers of other languages.

(7) Coursework completed as a participant in District-sponsored projects that meet District needs and/or meet specific statutory requirements. (Child Abuse or Substance Abuse Prevention, Computer Literacy, etc.)

- (8) Coursework in a designated shortage field.
- (9) Coursework leading to an advanced degree in Education or a preliminary or clear teaching credential in Education.

b. For coursework listed below, and provided all other requirements specified in this Article are satisfied, salary point credit will be granted upon employee's request and verification by the employee's immediate administrator that the coursework is directly related to the employee's new assignment:

- (1) Coursework pursued toward a preliminary or clear teaching credential in a non-shortage field.
- (2) Coursework leading to an advanced degree in a non-shortage field.
- (3) Coursework not directly related to the current assignment.

c. The effective date of schedule advancement, if eligible, shall be as provided in Section 20 of Article XIV.

#### 1.4 Relevance of Training - Appeal Panel:

a. Credit for qualifying training after date of hire will be granted as set forth in this Article. When a denial of training credit is based upon the District's determination that the training fails to satisfy the standards set forth in this Article, employees and new hires may appeal the denial of training credit to a joint panel consisting of two certificated employees selected by UTLA and two administrators selected by the District. Unanimous decisions of the joint panel shall be final and binding.

b. If the panel is split in their decision two to two, the decision will be subject to an appeal in accordance with the grievance procedures set forth in Article V.

c. If the same is split in their decision three to one, the panel will provide the employee and the District with a written explanation of the grounds for the majority's decision. The employee or the District may request that the joint panel reconsider its decision by submitting a written response to the panel within thirty days of receiving the explanation. A majority decision by the joint panel after review of the employee's request for reconsideration shall be final and binding.

d. The District shall prepare and maintain a list of course examples in various subject areas which generally qualify for credit or which qualify for credit based upon special needs of the District at any given time. This list will be retained in the Salary Allocation Office.

e. The joint panel shall maintain a record of its decisions, and its decisions regarding relevance of training as defined in Section 1.1, above, will be accorded precedential value.

2.0 Basis for Salary Point Allowance: Salary point credit shall be allowed an employee for approved study satisfactorily completed after meeting the minimum rating-in requirements established in Article XIV, Sections 3.0 and 3.1.

b. All coursework must have a grade of "C" or better or show "credit", "satisfactory", or "pass" in order to receive credit.

3.0 Unit of Measurement for a Salary Point: For purposes of allocation to and advancement on the Preparation Salary Table, a salary point shall be (a) a semester unit as defined by the University of California or (b) a unit of measurement established by the District and deemed the equivalent of a University of California semester unit (15 contact hours with an instructor plus 30 hours of outside preparation for each semester unit). Quarter units awarded by some institutions of higher education in place of semester units shall be computed as the equivalent of two-thirds of a semester unit. Continuing Education Units (CEU) offered by the Extension Divisions and Schools of Continuing Education of some institutions of higher learning will be computed at the rate of two CEU's for one quarter unit or three CEU's for one semester unit. Other nonpreparation type courses and workshops may be considered for credit on the basis of thirty class hours for one salary point.

3.1 Distance Learning: Distance learning is defined as alternative deliveries of instruction other than strictly face-to-face contact with the instructor. Under distance learning, the definition of instructor Acontact hours@ is expanded to include a variety of instructional methods such as video-taped/televised lessons, electronic conferencing (e-mail, chat stations, collaborative on-line laboratories, etc.), telephone conferencing, residential conferences, etc. In all cases, the distance learning program must offer the student opportunities to interact with the instructor, either face-to-face or via an electronic mode of live communication. Distance learning programs that rely predominantly on print-based correspondence, with or without e-mail lesson options, will continue to be denied for salary point credit.

3.2 Credit for coursework taken in extension, seminars, week-end courses and non-credential/non-degree programs completed at accredited colleges or universities, but which does not meet the minimum standard requirement for contact hours with the instructor, will be prorated for salary advancement purposes provided it meets all of the requirements of this Article. For example, a course for which the university awards one semester unit, but which has only twelve (12) contact hours, will be credited as .8 semester units for salary advancement purposes.

4.0 Point Credit for Study Completed Prior to Effective Date of Assignment: Point credit may be allowed for successful completion of Staff Development point projects prior to the effective date of assignment to the Preparation Salary Table provided that the employee concerned either:

a. Was a certificated employee of the District during the period of project attendance, or

b. Prior to the enrollment in a project had filed with the District an official acceptance of an offer of employment for a certificated position.



5.0 No Credit During Paid Time: Point credit shall not be granted for any projects, study, or travel undertaken during paid time, with the exception of study during paid holidays, vacation (including year-round off track time) or sabbaticals. Employees shall not be granted salary point credit for any study undertaken while on paid time or for which they have received, tuition or other reimbursement from the District. As an exception, point credit may be granted if the tuition or other reimbursement is paid by a grant or other special funds, e.g. Governor=s Institute, Literacy Grant Pilot Program, provided the employee is not on paid time.

6.0 No Credit for Study Used to Meet Minimum Requirements:

Except as otherwise provided, point credit for advancement on the salary table shall not be granted for study which has been used to meet minimum preparation requirements.

7.0 Point Credit for Study in Accredited Institutions of Higher Learning: An accredited institution of higher learning is a college or university accredited by a regional accrediting commission and listed in the current editions of the Education Directory, Colleges and Universities, published by the U. S. Department of Education or the Accredited Institutions of Post Secondary Education published by the American Council on Education. Salary point credit shall be allowed as provided in Section 3.0 for lower division, upper division, and graduate study in an accredited institution of higher learning, provided it meets all of the criteria set forth in Section 1.0 - 1.3 of this Article and the employee's immediate administrator certifies prior to enrollment that the course for which salary point credit is sought is directly related to the employee's current assignment. The employee shall submit the course title and official description to the employee's immediate administrator prior to enrolling in the subject course. Approval by the immediate administrator shall be considered final for determining the relevancy and relatedness of the course to the employee's current assignment. All other requirements for salary point credit will be evaluated by the District Salary Allocation Unit.

8.0 Credit for Study in Schools Other than Accredited Institutions of Higher Learning: Point credit may be granted for study in schools other than accredited institutions of higher learning provided that such study (a) shall have been undertaken subsequent to high school graduation or equivalent; (b) meets the criteria of section 1.0; and (c) is of a quality and advanced nature comparable to that undertaken in an accredited institution of higher learning.

8.1 Study undertaken in "nonaccredited" institutions subsequent to the employee's placement on the Preparation Salary Table for which point credit is requested must have been approved in advance and must be completed within one year of the date of approval.

9.0 Provision for Staff Development Point Projects: Provision by the District for in-service education shall include Staff Development Point Project classes. These classes will be planned to offer additional study for qualified employees in the fields in which they are currently serving or planning to serve and will be intended to provide for a substantial increase in employees' skill, knowledge, and understanding of their current or planned assignment.

10.0 Planning and Scheduling Staff Development Point Project

Classes Responsibility: The Division of Instructional Services shall be responsible for authorizing Staff Development Point Project Classes scheduled for employees. It shall be the responsibility of the Division of Instructional Services to insure that Staff Development Point Project Classes are planned with the involvement of the employees concerned and to meet their in-service education needs.

10.1 Staff Development Point Project Classes may be sponsored on a district-wide basis by recognized employee organizations in cooperation with the Division of Instructional Services.

11.0 Conducting Staff Development Point Project Classes Responsibility: It shall be the policy of the District whenever feasible to conduct Staff Development Point Project Classes that are consistent with District instructional priorities, needs and legal mandates. Provision may be made by the Division of Instructional Services to offer courses in cooperation with institutions of higher learning. Participants in such courses may elect to receive either direct salary point credit or unit credit on payment of a fee to the cooperating college or university.

12.0 Selection and Payment of Instructors for Staff Development Point Project Classes: Instructors for Staff Development Point Project Classes must have an appropriate credential and be approved by the Division of Instructional Services.

12.1 Instructors of Staff Development Point Project Classes shall be paid at an appropriate professional expert rate as determined by the Division of Instructional Services or accept double salary point credit as provided in 13.2 below.

12.2 Instructors of Staff Development Point Project Classes may choose to accept double salary point credit in lieu of salary but will not receive double salary point credit for teaching the same course more than once.

12.3 Responsibility for instruction of a Staff Development Point Project Class may be distributed between several persons provided each person assumes full leadership for at least four class hours of a course.

13.0 Responsibility of Instructors of Staff Development Point Project Classes: Responsibilities of instructors of Staff Development Point Project Classes shall include:

- a. Conducting the course following an approved outline;
- b. Preparing and obtaining approval of an acceptable course outline for a new course;
- c. Maintaining an accurate record of enrollment and attendance;
- d. Ensuring that participants in the course are currently in or planning for the field in which the course is offered;
- e. Providing for appropriate outside preparation and study by course participants; and

f. Completing and submitting all required records and forms, including course evaluations by participants.

14.0 Size of Point Project Classes: Staff Development Point Project Classes shall be organized on the basis of 15 or more participants, unless otherwise determined by the Division of Instructional Services or the office or school funding the class.

15.0 Fees for Point Projects: Employees enrolled in Staff Development Point Projects are not required to pay a fee as a condition of enrollment. Participants may be required to purchase materials to be used in connection with the point project in which they are enrolled.

16.0 Course Requirements for Staff Development Point Project Classes: Staff Development Point Project Classes shall be offered on the basis of sixteen class hours of fifty minutes each for one salary point credit. The number of class hours scheduled for each class meeting shall be determined by the Division of Instructional Services. Outside study and preparation shall equal two hours for each class hour. Credit for classes that do not require outside study or preparation shall be allowed on the basis of one salary point for each thirty-two hours of satisfactory completion. For the purposes of this Section, Language Acquisition Classes shall be designated as classes which require outside study and shall be granted point credit accordingly.

16.1 Staff Development Point Project Classes may be scheduled for from one to six units of salary point credit. Several classes or meetings requiring fewer than sixteen class hours may be combined to constitute a one point Staff Development Project provided that the time totals sixteen hours and all other requirements are met.

17.0 Salary Point Credit for Participation in Staff Development Point Project Classes: Qualified employees may receive salary point credit for satisfactory participation in Staff Development Point Project Classes on the basis of one salary point for sixteen hours of satisfactory participation plus required outside preparation. To qualify for credit, participants must not miss more than two class hours in a sixteen-hour class, except that a participant may be excused by the Administrator, Professional Development Programs, to perform necessary emergency duties for the District. All missed work must be completed on an independent assignment basis. Fractional credit for less than the required attendance is not authorized.

18.0 Salary Point Credit for Educational Travel Projects: One salary point credit shall be allowed for each week of educational travel provided:

a. A Travel Plan is approved in advance by both the employee's immediate administrator and the Salary Allocation Office;

b. The travel is for educational rather than recreational purposes and is carefully planned so as to result in a significant contribution to the employee's professional growth;

c. The Travel Plan includes:

(1) A day by day itinerary;

- (2) Major points of interest to be visited; and
  - (3) Written statement explaining the specific relationship of the trip, and the places visited to the employee's assigned responsibilities;
- d. A final written report is submitted by the employee and approved by the immediate administrator and the Salary Allocation Office, the report to include:
- (1) Day-to-day log of the trip;
  - (2) A written statement explaining how information and experience gained from the trip will be specifically used in the instructional program or related assignment for which the employee is responsible; and
  - (3) A typewritten comprehensive statement assessing the educational value of the travel for the employee;
- e. The travel does not include time during which study to be used for point credit is undertaken; and
- f. Not more than 14 salary points are accumulated for educational travel during the entire service of the employee, except that five years after completion of the maximum accumulation an employee may petition the Salary Allocation Office for not more than two additional salary points for travel.
- g. For employees hired effective July 1, 1986 or thereafter, the point value shall be one salary point credit for each two weeks of travel, and the career maximum accumulation shall be seven salary points.
- h. Salary point credit shall not be granted for travel undertaken during paid time with the following exception. Employees assigned to a year-round school may receive point credit for travel undertaken during the off-track period which includes spring recess provided an adjustment is made to exclude credit for a one-week spring recess period (e.g., with a three week off-track period which includes one week spring recess, the maximum allowable credit would be two salary points; for employees hired after 7-1-86, the maximum allowable credit in this case would be one salary point.)

19.0 Point Credit For Educational Work Experience Projects: Point credit shall be granted for point projects which include employment provided the employment provides a substantial increase in the employee's skill, knowledge, or understanding of the work, is in an approved business enterprise and is in a practical arts field which will lead to salable skills for students.

19.1 The Career Development office shall convene a committee including the District work experience adviser to render advice and guidance in the establishment and administration of standards and procedures relating to point projects which include employment. The functions of the committee will include:

- a. Approval, denial, or suggestions for revision of all work experience project requests;
- b. Establishment of the point value of individual projects when approval to undertake them is granted. The committee shall have authority to revise the point value and study requirements of projects in instances where, of necessity, the employment conditions are changed during the progress of the employment; prior approval of such change must be obtained; and
- c. Establishment of maximum point values for educational work experience projects undertaken on leaves of absence.

19.2 Written approval on the official application form must be obtained prior to commencement of the employment portion of the project.

19.3 No point credit shall be given for participation in a point project involving employment until the entire project is satisfactorily completed. Evidence of satisfactory completion of the employment must be submitted at its conclusion.

19.4 Except in the case of an employee who is on leave of absence, the employment required in an educational work experience project must be undertaken and completed during the summer vacation period or during the off-track periods (excluding paid vacation time).

19.5 Two consecutive weeks of approved employment shall be the minimum period of employment for an educational work experience project. Employment must be for the standard work week for the particular trade or occupation. There shall be no fractional credit granted for fractional parts of a week.

19.6 The employment portion of an educational work experience project shall not include any time during which other study used for point credit is undertaken.

19.7 An approved business enterprise, within the meaning of this section, must be a bona fide and established organization. Self-owned, family-owned, or self-operated business enterprises do not come within the definition of an approved business enterprise. No point credit shall be granted for District employment.

## ARTICLE XVI

### HEALTH AND WELFARE

1.0 District Contribution Obligations: For fiscal year 2000-2001, the District's Health and Welfare benefit plan payment obligation shall not exceed \$432 million for all District personnel (including the cost of dependent and retiree coverage), and shall not exceed \$234 million for this bargaining unit (including the cost of dependent coverage and this unit's pro-rata share or retiree coverage). These 2000-2001 payment obligations of \$432 million for all District personnel and \$234 million for this bargaining unit represents an increase in the District's payment obligation equal to 1.8% of salaries of all District personnel and this bargaining unit, respectively. For fiscal years 2001-2002 and 2002-2003, any approved increases in the District's Health and

Welfare benefit plan payment obligations shall first be taken from the increased compensation, if any, resulting from the reopener negotiations between the District and UTLA. If the compensation increases resulting from such reopener negotiations are not sufficient to cover the increased cost of the Health and Welfare benefit plan for this bargaining unit in any fiscal year, the District and UTLA shall agree either to reduce the cost of the Health and Welfare benefit plan for this bargaining unit or to fund such additional cost from the bargaining unit's salary.

1.1 Benefit Augmentations Funded by Reserve: In 1997, the

District-wide Health and Welfare Benefits Committee recommended and the Board of Education approved certain augmentations to the District's health and medical programs. These augmentations included the addition of: coverage for domestic partners effective January 1, 1998; birth control benefits (Blue Cross only) effective March 1, 1997, and hearing aids effective March 1, 1997. The cost of these augmentations will continue to be funded from the District-wide Health and Welfare Benefits Reserve.

2.0 Plan Revisions Through the District-wide Health and Welfare Committee: A District-wide Health and Welfare Committee shall be formed.

a. Composition -- Each union shall be entitled to one (1) Committee member for every 5,000 unit members represented or fraction thereof. The District shall provide resource staff as determined by the Committee, and shall provide adequate paid release time for those Committee members who are employees of the District.

b. Decision Making -- Consensus shall be used in all Committee

deliberations. If a consensus decision cannot be reached, then in the alternative, each union shall have one (1) vote. Any recommended changes to the existing kinds and levels of benefits shall require a 2/3 vote of the unions present and voting.

c. Authority--Subject to the terms of subsection g. below, the committee shall have the sole and exclusive right, and duty, to design the Health and Welfare programs of the District, within the cost parameters of the District budget established for that purpose and in effect at the time. That budget figure is the product of the negotiations process. (See 1.0 above for the 1994-95 cost parameters).

d. Proposed changes in the existing kinds and levels of benefits shall be submitted as recommendations to the Board of Education. The Board of Education shall have the limited authority to either:

(1) approve the Committee recommendations as submitted, or

(2) reject the Committee recommendations as submitted and refer them back to the Committee.

e. The Committee may investigate the creation during the term of this agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the Committee. The Committee shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon Committee approval.

f. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 3.0 below).

g. Effective January 1, 1995, UTLA shall have the option of informing the District of its intent to remove its pro rata share of District health benefit expenditures and assume the responsibility of providing a benefit program for its unit members, or having the District design and administer a health benefit program for its unit members. However, UTLA shall not opt out of the District's health benefit program or remove its pro rata share of District health benefit expenditures before January 1, 1998, and any removal of its pro rata share of District health benefit expenditures shall be subject to the precondition of nine months' written notice to the District regarding UTLA's intent to do so. Further, its removal shall only be effective on a January 1 plan anniversary date.

3.0 Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan and also as follows:

a. Every employee who is assigned half-time or more of a full-time assignment in one class, in a status other than substitute, temporary, extra,

exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined pursuant to Article XIV, Section 1.1. For employees attaining eligibility under this paragraph the enrollment year shall be January through December.

b. Employees who do not qualify under the preceding paragraph, but who in the previous school year were in paid status for the equivalent of 100 or more full days as a result of any one assignment or any combination of assignments in certificated service shall be eligible to enroll in a plan. For employees attaining eligibility under this paragraph, the enrollment year shall be October through September.

c. Part-time contract employees described in Article XIII, Section 1.3 and new employees hired effective July 1, 1993 or later working one half-time with the other one-half time covered by a leave under Article XII, Section 21.1 may be eligible to receive a District contribution to the health and welfare benefits package that is prorated to the hours of contract service (e.g., a half-time teacher receives 3/6ths or 50 percent of the contribution cost for the full health and welfare benefits package); however, in order to receive the benefit of the prorated contribution, the employee must contribute the balance of the full cost.

d. Adult Education personnel (except those mentioned below) are eligible to enroll in the full health and welfare program if assigned for one hundred and twenty (120) hours per pay period in one class code other than substitute or temporary, or have been in paid status in one or

more class codes for 1200 hours during the previous school year. Those who do not meet such requirement will qualify for a part-time health plan (hospital and medical only, for employee plus one dependent), provided they are assigned for at least seventy-two (72) hours per pay period in one or more class codes other than substitute or temporary or have been in paid status in one or more class codes for seven hundred and eighty (780) hours during the previous school year. For those employees obtaining eligibility under the previous school year hours, the enrollment year shall be from January to December. Exempted from this change in requirements are those Adult Education employees who qualified during the 1979-80 school year based upon the previous rules and those Adult Education employees who qualified during the 2000-2001 school year based upon previous rules, and who have thereafter continuously maintained eligibility under the previous rules. With respect to employees whose hours are reduced below the coverage level, see Section 9.0 below.

e. In order to remain eligible, the employee must be in paid status within the assignment basis. However, an employee in an unpaid status who later receives compensation from the District for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which such compensation is allowed. To obtain

such reimbursement, the employee shall file application therefor with the District's Health Insurance Section.

f. In situations where employees are married to one another and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce or upon the retirement or death of the spouse, lose any rights the employee would otherwise have had as an eligible employee or retired employee.

4.0 Retirement Benefit Coverage: Employees who retire from the District receiving an STRS/PERS allowance for either age or disability shall be eligible to continue District-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 100 full-time days and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within 39 months of the last day of paid service. The employee must meet the following requirements:

a. For employees hired prior to March 11, 1984, 5 consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

b. For employees hired on or after March 11, 1984, 10 consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.



c. For employees hired on or after July 1, 1987, 15 consecutive years of qualifying service immediately prior to retirement shall be required, or 10 consecutive years immediately prior to retirement plus an additional 10 years which are not consecutive.

d. For employees hired on or after June 1, 1992, consecutive years of qualifying service and age must total at least 80 in order to qualify for retiree health benefits.

e. In order to maintain coverage, the retiree must continue to receive an STRS/PERS allowance and must enroll in those parts of Medicare for which eligible.

f. Employees on "Continuation of Enrollment" pursuant to Section 6.0 below shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving an STRS/PERS retirement allowance.

5.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application. An employee enrolled in a group practice hospital-medical, dental or vision plan who, while on an authorized sabbatical leave of absence, is located for a substantial period of time during the leave outside the service area of the plan(s) may, by making proper application to the Health Insurance Section, enroll in another plan or plans, if the other plan(s) provides benefits in the new area.

5.1 Eligible dependents may be enrolled by the employee in the

hospital-medical, dental, and vision care plans at any time provided the eligible employee submits a Adependent add form@ and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the Health Insurance Section before the end of the 30 day period.

Dependents	Documents Required (copy)
Legal Spouse	State or County Issued Marriage Certificate
Domestic Partner	Notarized ADeclaration of
Domestic Partnership@	
(LAUSD Form DP 1.0)	

At least two of the documents

listed in Section (9) below

Child, to age 19  
newborn, evidence of birth

Birth Certificate (in case of  
until birth certificate is  
available)

Stepchild, to age 19  
tax return showing dependent

Birth Certificate and income  
status

Adopted Child, to age 19

Adoption papers

Child who is a Legal Ward,  
to age 19 legal guardianship

Court order establishing

Child over 19, to age 25

In addition to the

appropriate documents

listed above, proof of

full-time student status

is required at least annually

Note: The children of a domestic partner are not eligible  
unless they have been adopted by the  
employee is the legal guardian. In such  
documentation for adoption or legal

for coverage  
employee or the  
cases, the required  
guardianship must be provided.

1. A domestic partner of the same or opposite sex of an eligible

employee may be covered as a dependent if all of the following criteria are met. The employee  
and his/her partner:

(1) have shared a regular and permanent residence for the past 12 months immediately  
preceding the application for coverage with the LAUSD;

(2) are engaged in an exclusive, committed relationship for mutual support and benefit to the  
same extent as married persons and intend to stay together indefinitely;

- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);
- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous 12 month period;
- (6) are at least 18 years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits.

2. No other dependents or family members are eligible for coverage,

except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age 19 or, who were first enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond age 19.

5.2 It is the responsibility of the employee to notify the Health Insurance Section immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD Form DP2.0, AStatement of Disenrollment or Termination of Domestic Partnership. The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

5.3 For the District-paid life insurance plan, all eligible employees

are automatically covered. No application is necessary to obtain this benefit.

5.4 Eligible employees may enroll in the employee-paid life insurance plan without evidence of insurability provided that a completed application is received by the District's Health Insurance Section no later than sixty (60) days from the date the employee is first eligible. Employees not submitting applications during the period specified above may enroll by providing evidence of good health acceptable to the plan. Application for the employee-paid life insurance shall be processed to provide coverage at the earliest date consistent with the plan provided and payroll deduction schedules.

Employees participating in the employee-paid life insurance plan may also purchase spouse, domestic partner and/or dependent children coverage. Dependents eligible pursuant to 5.1 above may be enrolled without evidence of insurability in the following circumstances:

\$ An application for such coverage is made simultaneously with the employee=s initial enrollment.

\$ The eligible dependents are acquired after the point of initial enrollment by the employee. The application for such enrollment, however, must be received by the Health Insurance Section within thirty (30) days of the acquisition of such dependent(s).

\$ Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the health Insurance Section before the end of the 30 day period.

5.5 For an employee whose spouse/domestic partner has other insurance coverage, reimbursement will be limited to the maximum percentage allowed by the higher individual policy. An employee whose spouse/domestic partner is also a District employee will not be covered as both an employee and as a dependent within the same plan. A married couple who both work for the District or domestic partners who both work for the District may include their qualifying children on their individual policies, but such children may not be covered more than once within the same plan.

5.6 Once each year there shall be an open enrollment period during

which an enrolled employee may change hospital-medical benefits plans, dental plans and/or vision care plans. The District=s Health Insurance Section shall establish and announce the date of said open enrollment period.

6.0 Continuation of Enrollment: With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment under COBRA (see 9.0 - 9.3 below.)

6.1 With respect to the District-paid life insurance plan, coverage for an employee on an unpaid leave of absence other than for illness or industrial injury/illness shall not be provided until such time as the employee returns to active service in an eligible assignment. Coverage for an employee on an unpaid leave of absence for illness or industrial injury/illness shall continue for one year after which termination of coverage shall be processed and a conversion plan offered. Coverage for substitute employees who are unavailable for work for any reason shall not be provided.

6.2 With respect to the employee-paid life insurance plan, employees who receive no salary or who receive insufficient salary to permit deduction of the required premium after all other deductions are made may continue coverage for a period not to exceed one (1) year by making direct payments of the appropriate premiums by check or money order payable to the plan and sent to the Health Insurance Section.

6.3 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment and, with respect to the employee-paid life insurance plan, submitting evidence of good health acceptable to the plan. An officer of UTLA on leave pursuant to Article IV, Section 3.0 shall not be subject to the maximum 18 month period for direct payments but may continue enrollment by making proper payment(s) to the plan in which enrolled for the period of the leave.

7.0 Termination of Enrollment: The enrollment of an employee

shall terminate:

- a. For failure of the employee to make direct payment as provided under Sections 8.0 and 9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid;
- b. At the request of an employee, in which case coverage shall terminate at the close of the month in which the request was submitted;
- c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective, except for District paid life-insurance in which case coverage shall terminate on the date the employee ceases to be employed;
- d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the District-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and
- e. For District-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

7.1 With respect to hospital-medical plan coverage, if the employee's participation is terminated at the plan's request for other than non-payment of premium, the employee may enroll in another of the District's hospital and medical plans by making proper application to the District's Health Insurance Section.

8.0 Conversion of Enrollment: With respect to the hospital-medical plans, an employee who is enrolled in a plan for at least two (2) consecutive calendar months and whose enrollment terminates because of (a) failure to make direct payment when required, (b) loss of eligibility, or (c) termination of employment, shall be given the opportunity to exercise the right of conversion of such individual coverage as provided by the plan, at the employee's expense. With respect to the life insurance plan, an employee whose enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

9.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the District's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the

District's health and welfare plans.

9.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 102 percent of the premium paid by the District for active employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

9.2 It shall be the responsibility of the employee or the dependent to notify the Health Insurance Section of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District.

9.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article V (Grievance Procedures).

#### 10.0 Miscellaneous Provisions:

10.1 If any premium is refunded by a Plan carrier/administrator, it shall be retained by the District, unless it is the result of a direct payment made by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

10.2 The controlling documents regarding all health plans are the applicable contracts between the District and the carriers/plan administrators. All

disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article V of this Agreement.

10.3 UTLA shall be furnished with a copy of the current Plans and Plan summaries; the District shall notify UTLA of any proposed Plan changes promptly upon receiving notification of same from the carriers.

10.4 The District shall continue the post-retirement medical plan provisions of AB 528 of 1985 (as reflected in Board Rules 4976-4983 as amended on December 19, 1985) to make benefits available to retired District employees and surviving spouses at their own expense.

10.5 Employees shall receive an extension of the "Continuation of Enrollment" (see 6.0) by qualifying for an Extended Special Medical Leave under the following conditions:

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

10.6 STRS Counseling: The District intends to renew its agreement to provide District office space to STRS representatives who will be available for retirement counseling and workshops. The District and UTLA shall cooperatively discuss with STRS the nature of those services.

10.7 The District will continue the IRS Section 125 Plan at no expense to the District.

## ARTICLE XVII

### HOLIDAYS AND VACATION

1.0 Holidays: The basis of assignment (see Article IX, Section 9) for employees shall determine the holidays for which they receive pay according to the provisions of Sections 2.0 and 3.0. Holidays authorized for each assignment basis are indicated in the following table:

<u>Assignment Basis</u>	<u>Holidays</u>
A, Z	Holidays listed in Board Rule 1101 and any other holidays declared by the Board of Education to apply to these employees.
B, C, K, S,	Holidays listed in Board Rule 1101 and (or equivalent any

T	school holidays or other holidays annualized bases) declared by the Board of Education which come within the assignment period.
M	Holidays in accordance with individual contract.
X	No holiday benefits.

2.0 Holiday Pay - Substitute Employee Reassigned as a Probationary or Permanent Employee: A substitute employee, with substitute status only or on leave from permanent status to a substitute in the related class, who is assigned as a probationary or permanent certificated employee on the same basis immediately following a legal or school holiday shall receive holiday pay at the substitute salary rate, provided the employee served either on the last day of the assignment of a regular employee preceding the holiday or on the first day of the assignment following the holiday and provided the holiday is one of the employee's assigned days.

3.0 Payment for Holidays: An employee shall receive pay in a regular assignment (or in an assignment in lieu of the regular assignment as a temporary adviser, acting employee, or as a substitute in a higher class than that of the regular assignment) for holidays listed in Rule 1101 and for other holidays authorized by the Board of Education which are part of the employee's regularly assigned days, subject to the following conditions and exceptions:

a. If the employee has been in paid status during any portion of the last working day of the assignment preceding the holiday or during any portion of the first working day of the assignment following the holiday, provided that:

(1) An employee on a sabbatical leave of absence shall receive the same rate of pay for a holiday occurring during the leave as is received for other working days in such period; and

(2) An employee on a military leave of absence entitled to compensation under Article XII shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law;

b. If the first day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the next following working day; or

c. If the last day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the last working day preceding the holiday.

3.1 As of July 1, 2001: Adult Education employees may combine hours in different classifications in order to qualify for holiday pay as follows: No pay for a holiday period exceeding two (2) days shall be allowed an hourly rate employee assigned for a total of 40 hours or less per pay period in one or more class codes except in the following case: If a winter holiday period exceeds ten days and January 1 falls on Sunday or Monday, such employee, if regularly assigned on Monday, shall receive holiday pay for the number of hours assigned on Monday, January 1 or Monday, January 2.



6.0 Vacation Allowance for A Basis Employees: An employee assigned on an A basis and compensated at a pay period rate shall earn vacation for active service in a regular assignment or in an assignment as a temporary adviser, acting employee or as a substitute assigned on an A basis in the same or another class than that of the regular assignment. Assignment to active service means all of the time for which pay is received, except sabbatical.

6.1 An employee who has served less than 19 years shall earn .06897 hour of vacation for each hour assigned to active service; beginning with the first pay period of the school year after an employee has served 19 school years the employee shall earn .07663 hour of vacation for each hour assigned to active service. An employee who has served sufficient time during a school year to be eligible for step advancement shall be deemed to have served a school year for the purpose of this subsection.

6.2 No employee shall be permitted to accrue vacation in an amount greater than that which the employee earned in the preceding 18 pay periods in which the employee was in paid status (the employee's "vacation cap amount"). Once an employee has accrued vacation in an amount equal to the employee's vacation cap amount, the employee shall cease to accrue vacation until the employee used vacation in an amount sufficient to reduce the employee's accumulated vacation balance below the employee's vacation cap amount.

a. Consistent with the 18 pay period vacation cap amount set forth in 6.2, each employee shall by April 30 of each school year provide to the employee's appropriate administrator a written vacation usage schedule for the following school year, and which schedules vacation for the school year in an amount necessary to assure the employee will not exceed the vacation cap amount. The vacation days identified by the employee in the submitted vacation schedule shall be scheduled in a manner consistent with the provisions of 6.3 below.

b. By May 30 of each school year, the appropriate administrator shall provide a written acknowledgment either approving the employee's submitted vacation schedule for the following school year, or disapproving the submitted schedule and providing a basis in writing for that denial. Timely submitted vacation schedules (as well as any subsequent or revised vacation request) shall not be unreasonably denied. Reasonable reasons for denial shall include but not be limited to: (a) scheduling conflicts with a more senior employee's vacation request; (b) scheduling conflicts with periods during the school year that are inappropriate or impractical for scheduling vacation (e.g., the beginning and end of each semester); (c) District emergencies or circumstances beyond the control of the District which require the employee's presence at work. Nothing in 6.2.a or 6.2.(1) shall prevent an employee from making additional/revised vacation requests during the school year. Such requests shall be made to the employee's site administrator as early as possible, and normally not less than 30 days before the requested date.

(1) An employee that is prevented or prohibited from taking vacation during a period previously scheduled by the employee and approved by the employee's appropriate administrator shall be permitted to exceed the vacation cap amount for the school year in question, and shall be granted a preference the following year in scheduling vacation so as to assure the employee's ability to schedule sufficient vacation to reduce the employee's accumulation below the vacation cap amount. Seniority shall determine the vacation schedule

when pending employee requests conflict. However, a senior employee's subsequent request shall not supplant the approved schedule of a less senior employee.

(2) Any relief from the vacation cap amount as set forth in part 6.2 above must be preapproved in writing by the superintendent or designee.

(3) Once an employee's vacation schedule is submitted and approved pursuant to the above, no change can be made by the employee without submission of an alternate vacation schedule for the date(s) in question.

c. The District shall be permitted (but not required) to schedule and require employees to take vacation under the following circumstances:

(1) During periods within the employee's Assignment Basis when the District is closed, when the employee's work location is closed or when there is a lack of work unless the employee requests and the immediate administrator approves this period of time as unpaid and not a paid vacation. Such requests shall not be unreasonably denied.

(2) When the employee has accrued vacation in an amount equal to the vacation cap amount:

(3) When the employee fails to provide an annual vacation schedule per 6.2.a above.

d. Accrual Bank:

(1) Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described 18 pay period vacation cap system, the District shall for each employee employed by the District as of the ratification of this agreement and approval by the Board, calculate the employee's total accrued vacation as of June 30, 1994 (the "1994 accrual bank"). The District will then credit each employee with their 1994 accrual bank as vested vacation to be paid out at the time the employee separates from the District, but at the employee's 1994-95 salary rate.

(2) In order to encourage employees to draw from their 1994 accrual bank (and thereby reduce the District's current unfunded vacation liability), should an employee utilize any vacation from their 1994 accrual bank during the employee's employment with the District, that vacation shall be paid out at the employee's current salary rate at the time the vacation is utilized.

6.3 Time for Taking Vacation: Vacation may be taken under the following conditions:

a. Vacation shall not be taken before the close of the pay period in which the employee has completed the number of hours corresponding to 130 days of active certificated service in the District;

b. The amount of vacation taken in any pay period shall not be in excess of the vacation credit accumulated by the close of the pay period immediately preceding the pay period in which the vacation occurs;

c. No vacation or part thereof shall be taken at a lesser rate than one hour at a time, regardless of the nature of the assignment, nor shall a part-time assignment be changed for vacation purposes; and

d. Vacations shall be taken at a time which the employee's immediate administrator determines will not disrupt the center or school operations. An employee who has accrued vacation in excess of that which could be earned in 18 pay periods shall be directed by the immediate administrator to commence the use of the excess vacation credit within two pay periods.

e. Vacation may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty leave or military leave.

6.4 Amount of Vacation - Rate of Allowance - Effect of Change in Status: The amount of vacation actually earned and only that amount shall be available, regardless of changes in status. The rate at which vacation allowances are paid will be the employee's current rate.

6.5 Vacation Payment Upon Termination of Service: Except as set forth in 6.2.d with respect to employees' 1994 accrual bank, on separation from service, the dollar value of the employee's vacation balance shall be paid as a lump-sum at the employee's salary rate at the time of such separation.

6.6 Vacation Upon Change in Basis of Assignment: An employee changed from another basis must take accumulated vacation before completion of the A basis assignment except where it is impossible or impracticable to do so. Any such approved accumulated vacation may be taken while assigned to a position on another basis. A substitute shall be provided for any such employee provided that the services of a substitute are necessary and approval for the substitute is given by the appropriate superintendent.

6.7 Lump-Sum Payment for Accumulated Vacation Upon Change from Vacation-Earning to Non-Vacation Earning Assignment Basis: An employee who ceases to earn vacation because the employee moves from a vacation-earning to a non-vacation-earning Assignment Basis shall be paid the dollar value of any accumulated vacation as a lump-sum payment, provided the immediate administrator concerned certifies that it is impracticable for the employee to take such accumulated vacation. If the employee makes no request for lump-sum payment, the payment shall be made at the end of the school year following the school year in which the employee ceased to earn vacation. The lump-sum payment shall be at the salary rate of the employee's last vacation earning assignment.

6.8 Vacation - Substitute Status: Nothing in this Article shall be held to entitle persons with substitute status only to vacation privileges.

## ARTICLE XVIII

### CLASS SIZE

[Note: Several of the class size restrictions in this Article have been temporarily affected by the District's exercise of its rights under Section 1.5 resulting from the District's fiscal crisis. Such changes are reflected in District bulletins to the schools.]

1.0 General Provisions: The following general provisions and definitions apply to this Article:

- a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered. (See Office of Superintendent Bulletin No. 19, September 1, 1980).
- b. Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis.
- c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position.

1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date." As of that date the number of teachers to be assigned to a school shall be based upon the number of students listed in the teacher Allocation Tables and the staffing requirements of this Article. Those Allocation Tables are designed to trigger the assignment of an additional teacher when a school's enrollment reaches a given point. For example, at the elementary level, if at norm date the specified averages are exceeded by a sufficient number of students to create one-half of a class or more, an additional classroom teacher will be authorized. Thus, in an elementary school with a required school-wide average class size of 27, an additional teacher will be assigned as of norm date when school enrollment multiples of 27 are exceeded by 14 or more additional students.

1.2 For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:

- a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term. Decreases in secondary enrollment during the school year will not result in displacement of existing staff until the norm date, generally held on Friday of the fourth week of each semester\*.
- b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position (see 1.1 above), and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite

enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.

1.3 Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:

a. From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to register-carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register-carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.

b. After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register-carrying classroom teaching functions in classes or departments exceeding the expected class size.

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\* Mid year renorming in secondary schools was implemented by the District's unilateral action of November 4, 1991 after completion of bargaining. The December 12, 1991 LAUSD/UTLA Memorandum of Understanding states the parties' understanding that such unilateral action is to become part of Article XVIII and is "to remain in effect but without the agreement of UTLA."

1.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future

improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.

1.5 It is recognized that the class size restrictions of this Article may not be achieved due to circumstances such as state funding limitations, teacher shortages, changes in the student integration or other programs, or statutory changes.

1.6 Class Size Arbitration Procedures:

a. Any grievances alleging violations of this Article must be filed with the immediate administrator within five days of the occurrence of the facts upon which the grievance is based. The immediate administrator shall reply, in writing, within three days.

b. If the employee wishes to obtain review of the decision, a Notice of Appeal to the Office of the Region/Division Superintendent shall be delivered within three days of receipt of the

immediate administrator's reply. Within five days after receipt of the Notice of Appeal, the Region/Division Superintendent shall hold an appeal meeting to discuss the matter, and shall, by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative (if any).

c. Within two days after the above administrative appeal is announced, UTLA may appeal the matter to arbitration by notifying the District of its intention in writing. UTLA and the District shall select an arbitrator and the dispute will be calendared for an arbitration hearing at the next scheduled available expedited hearing date, or within 30 days, whichever is earlier, but in no event shall the hearing be held less than 15 days after UTLA's arbitration appeal is filed. Briefs, if any are desired, are to be filed promptly, and a summary letter award shall be issued by the arbitrator within seven calendar days of the briefs (or of the close of the hearing if there are no briefs). A full decision shall be issued within 30 days after the summary award letter. These cases shall, in all ways not modified herein, conform to the provisions of Article V.

1.7 If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.

2.0 Regular Program Class Averages:

2.1 Elementary schools: Taken together, all classes at a school in grades K-3 are to average 29.5 students, and in grades 4-6 are to average 35.5 students. In order to avoid State funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.

2.2 Middle schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.

2.3 Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.

3.0 Student Integration Program Class Averages: Pursuant to and contingent upon the court-ordered student integration program, designated schools shall be governed by the following class sizes rather than those specified in Sections 2.0 above. It is recognized that the student integration program, including but not limited to the definition of schools affected by the various provisions of the program, is to be determined by the District in its discretion.

3.1 PHBAO elementary schools (designated schools with Predominantly Hispanic, Black, Asian and Other non-Anglo students) are limited by the following class size requirements:

a. Kindergarten -- Taken together, all Kindergarten classes at a school are to average 29.5 students.

b. Grades 1-6 -- Taken together, all classes in grades 1-6 at a school are to average 27 students.

In order to avoid state funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.

3.2 PHBAO schools, grades 7-10 (including 6th grade middle school students): Taken together, all academic classes at a school (English, ESL, Reading, Math, Social Studies, Science, and Foreign Language) are to average 27 students. An academic class at a senior high school must have more than 75 percent ninth and tenth grade students in order to fall within the coverage of this special class size program. Non-academic classes (excluding Physical Education and activity classes such as Band and Drill Team), are to average 36.25 students at junior highs, and are to average 35.5 students at grades 9 and 10 in senior highs.

3.3 Desegregated/Receiver Schools (schools designated as desegregated, or designated to receive students under the Student Integration Program, including PWT, CVP, Satellite Zone and CAP) are limited by the following class size requirements:

a. Grades K-3 - Taken together, all classes in grades K-3 at a school are to average 29.5 students.

In order to avoid state funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.

b. Grades 4-6 - Taken together, all classes in grades 4-6 at a school are to average 32.5 students.

c. Grades 7-10 (including 6th grade middle school students) Taken together, all academic classes (see paragraph 3.2 for definition and "75 Percent Rule") at a school are to average 32.5 students. Non-academic classes (excluding Physical Education and activity classes such as Band and Drill Team), are to average 36.25 students at middle schools, and are to average 35.5 students at grades 9 and 10 in senior highs.

3.4 Magnet Schools and Centers: Those designated as serving PHBAO student populations shall have an average class size in each school of 27 students. Other magnet schools and centers shall have an average class size in each school of 29.5 students. In order to be considered a magnet class in a magnet center, a class must contain more than 75% magnet students.

4.0 Distribution of Students Within Grade Levels, Departments and Classes. Soon after the opening of school, each elementary grade level chairperson or secondary department chairperson shall call a meeting of the grade level/department for the purpose of attempting to reach consensus on recommendations to be made to the site administrator with respect to an equitable and educationally sound distribution of students, including students who may enroll at a later date.

5.0 Early Education Centers: Pursuant to State requirements, the allocation of staff determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept).

6.0 Special Education: The District shall make a reasonable effort to maintain special education class size as indicated in Appendix A for the term of this Agreement. In schools having two or more classes of the same category, class sizes will be based on the average of those classes in the school rather than by individual classes. The Division's monthly class size reports shall be made available for inspection by any employee or UTLA representative.

When a special education class has exceeded the norm by two or more students, the teacher may notify the Special Education Coordinator. Within one calendar month of the notification, if the condition persists, the District shall make a reasonable effort to remedy the situation, after consultation with the affected teacher, by means such as the following:

- (1) the transfer of excess student(s) to another class or school site, or
- (2) the opening of an additional class if sufficient students are available, or
- (3) the assignment of additional aide(s) to the class.

Upon request, the District shall advise the employee as to the reason and anticipated duration of the excess student(s), and as to efforts being taken, if any, to remedy the situation.

## ARTICLE XIX

### SUBSTITUTE EMPLOYEES

1.0 Salary and Benefit Provisions: The following substitute salary and benefit provisions are in effect for the 2000-01 school year only; 2001-02 and 2002-03 compensation provisions shall be opened on July 1, 2001 (2001-02 school year) and July 1, 2002 (2002-03 school year).

- a. The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous 11364 accrual rate factor for paid non-working days described in Section 2.0 and the 3% longer days factor.
- b. Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table shall be \$151.59 per day effective July 1, 2000, and if the substitute serves in an extended status under Section 4.0, the daily rate shall be \$204.58 per day effective July 1, 2000. The rates set forth in the previous sentence shall also be the sole rates available to contract teachers serving as substitutes during unassigned periods.



c. Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (see Section 3.0.) shall be \$204.58 per day effective July 1, 2000.

d. Continuity Rate Increase: Substitutes who serve in place of

employees paid on the preparation Salary Table shall have their rates of pay increased by \$10 per day effective the first day following the completion of service equivalent to 130 days during the school year.

e. Inter-session/Summer/Winter Session Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid \$110.38 effective July 1, 2000, for a normal summer school day of four hours in 2000-01, their regular substitute pay rates notwithstanding. If in extended status pursuant to Section 4.0, the extended rate shall be \$148.97 per day for a normal summer school day in 2000-01. NOTE: Employees may have assignments of varying hours per day. Daily rates may be derived by dividing the rates above by four and multiplying by the assigned hours per day.

f. Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified, but substitutes serving in place of employees paid on the Children=s Center/Development Center Salary Table shall be paid not more than \$132.66 per day effective July 1, 2000, except as provided in Section 2.0b.

7. As of July 1, 2001, Adult Education employees hired prior to

July 1, 2001 serving as substitutes will be paid at the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.

2.0 Paid Nonworking Days:

a. The parties have agreed to a system of payment in lieu of the previous payments for illness, holidays, and vacation (Winter/Spring Recess). The system includes a "continuity rate increase," as described in Section 1.0d above, and also the "paid nonworking days" system described below. Payment for holidays pursuant to the previous Agreement was discontinued, effective November 4, 1983. Payment for Winter or Spring Recess was discontinued effective July 1, 1983.

Accumulation of paid illness allowance was discontinued effective November 4, 1983. However, any illness balance credited to a substitute employee may continue to be used pursuant to the provisions for its use in the 1980-82 Agreement.

b. Accrual rate for paid nonworking days:

(1) In lieu of the previous lump sum payments for paid nonworking days, substitutes who serve in place of employees paid on the Preparation Salary Table have had the accrual rate factor folded-in to their rate of pay as described in Sections 1.0 and 4.0.

(2) All other substitutes shall have the accrual rate factor folded-in to their rate of pay retroactively, after they have been in paid status as a substitute for the equivalent of 35 full-time days from the beginning of the school year. (The accrual rate previously paid to Adult Education Substitutes is eliminated effective June 30, 2001.)

(3) The above paragraph b.(1) is not applicable to contract employees on leave to serve as a substitute in a higher class. Such employees shall receive the rate of pay for the higher class in accordance with Article XIV, Section 9.0. Holiday and illness benefits shall be received on the same basis as a contract employee.

3.0 Incentive Plan: Incentive Plan substitutes serve in schools of particular need, as determined by the District, and thereby qualify for the daily incentive pay rate (Section 1.0c above). The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days.

a. Substitutes (including School Nurses) on the active waiting list of applicants for the Incentive Plan, and who serve at schools of particular need as determined by the District, shall be paid at the Incentive Plan rate for that day. See also Section 3.3c below.

3.1 Eligibility: Eligible substitutes may apply to enter the plan at any time. School Nurses shall be included in the Incentive Plan. The Incentive Plan shall be applicable only to substitutes who are serving in place of regular K-12 program employees paid on the Preparation Salary Table during the regular (September-June) academic year and who also meet the following qualifications:

a. Agree to serve in any grade level and/or subject field as reasonably determined by the District and at any school/center location according to District need.

b. Are available a minimum number of days of availability per week as specified by the District; the District retains discretion to establish the requisite days of the week and/or number of days per week of availability for any calling area.

c. Agree to serve as an incentive substitute for at least one semester. Participants who do not continue to meet the obligations of a., b., and c. above, or who refuse an assignment, or who acquire more than five (5) unavailables during a semester may be dropped from the plan and may be ineligible for restoration to the plan for a minimum of one year.

3.2 Priority for Selection: Seniority based on earliest uninterrupted date of assignment in the District as a certificated employee and number of days available for assignment shall be used to determine priority for selection of new participants in the Incentive Plan.

### 3.3 Incentive Substitute Assignment Procedures:

- a. Incentive Plan substitutes will be called for assignment pursuant to Section 5.3 of this Article, except that a limited number (at the District's discretion) of the participants with five-days-per-week availability may be assigned in advance on a daily basis to schools for service at those sites or be reassigned to other nearby schools as determined by the District. Substitutes with the longest travel distance will be given priority consideration for advance assignment.
- b. Incentive Plan substitutes may be name-requested by the site administrator of any participating school irrespective of 3, 4 or 5-day availability, but may not be name-requested by non-incentive plan schools. Participating schools shall not include non-incentive substitutes on their preferred calling lists.
- c. Non-Incentive Plan substitutes may be assigned to participating schools, but only after all available incentive substitutes have been assigned.

4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 20 consecutive working days in the same assignment in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute daily rate as provided in Section 1.0b and c above retroactive to the beginning date of the assignment. Days used by the substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in, the consecutive working days requirement. Upon the termination of the extended assignment, the substitute shall return to, and be paid as, a day-to-day substitute. Should that same substitute within five (5) working days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional working days, the substitute shall again be classified as an extended substitute and shall be paid the Incentive Plan substitute rate retroactive to the beginning date of the return to the position.

4.1 A substitute may not be released from an assignment as the

21st day approaches, for the sole purpose of preventing the substitute from qualifying for the extended substitute pay rate.

4.2 Substitute teachers who are assigned for ten consecutive

days to an unfilled position in which the substitute teacher opens a class at the beginning of the school year shall be paid at extended substitute rate.

### 5.0 Assignment Procedures for Non-Incentive Plan Substitutes:

Day-to-day substitutes may apply to only one of the service areas (North, South and Central) for assignment. Day-to-day substitutes will be placed, upon request, on a calling list within the Service Area but are subject to assignment to any school within the Service Area and also, when necessary, may be assigned to any school in an adjacent calling area. Also, substitutes must be

available for at least two consecutive days per week. (Friday/Monday meets the consecutive days requirement.) Substitutes who are unable to comply with the consecutive days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0.

5.1 Accepting Assignments: All initial assignments of substitute teachers, including those who are name-requested, must come from the substitute calling unit. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit.

A substitute who should have been assigned, but was not assigned due to a clerical error, shall be granted one of the following remedies, at the employee's option:

- a. a make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or
- b. cancellation of an "unavailable" charged against the employee.
- c. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

5.2 Substitutes who are assigned by the Certificated Substitute Assignment Unit have a right to work and be paid for the service they provide whether at the school site to which originally assigned or if necessary, to an alternate assignment specified by the District. If assigned to an alternate assignment, paid service time shall be reported from the time of arrival at the original school site. If a substitute declines an alternate assignment, the substitute shall not be entitled to pay for that day; however, such substitute shall not receive an unavailable.

a. A written list of all SBM (School Based Management) schools with adjusted teaching schedules (daily or occasional longer or shorter teaching schedules, pursuant to their School Based Management plan) shall be provided to all substitute teachers.

(1) Assignments to SBM schools with adjusted schedules will be offered in the same manner as to non-SBM schools. No special "non-available" notation will be made as a result of an assignment offer to a S.M. school.

(2) The substitute on-site obligation at S.M. schools with adjusted schedules will not be greater than normal, even if the teaching time is lesser or greater. Pay for substitutes at such schools will not be adjusted to reflect the revised schedules.

5.3 Calling Priority Order:

a. Contract pool teachers temporarily assigned to substitute pools, and year-round school teachers newly assigned or whose track is changed and who therefore need to make up time in order to complete one full year of retirement service credit.

b. Incentive Plan Substitutes (see Section 3.0.).

c. Substitutes requested by name and employee number, and available year-round school teachers off-track requested by name and employee number at their home school. The request list is limited to those who are available at least two days per week provided that they are available Friday and Monday and approved by the site administrator in consultation with the faculty.

d. Remaining openings shall be filled from geographic area pools. Substitutes' names shall be arranged by the date of election to certificated service on separate lists for each pool according to service category (elementary K-6, or a given secondary subject field), and called in the following priority order:

(1) Substitutes available five days per week.

(2) Substitutes available at least two consecutive days per week but less than five days.

e. Year-round school teachers off-track and available to substitute at least two days per week at their home school, but need not remain available each week of the off-track period. These teachers shall be arranged by their seniority date within the service category (K-6 or a given secondary subject field) for assignment at their home school.

f. Remaining year-round school teachers off-track who were not assigned pursuant to c. and d. above or off-track teachers not available to substitute at their home school, and teachers on traditional calendars serving as substitutes during unassigned periods.

g. Standby list (see Section 5.6.). These shall be assigned by seniority order within service category.

5.4 Assignments During Z Basis Periods: During the summer

hiatus periods for traditional calendar schools and off-track periods for year-round schools (i.e., X/Z Basis - see Article IX, Section 10.0j) the calling priority order shall be as described in 5.3 above, but will be restricted to a limited number of substitutes who have volunteered for summer duty and have been selected, again based upon the above priority order.

5.5 During emergencies the above priorities may be temporarily suspended.

5.6 Standby Lists: A substitute may be changed from any high

priority to the substitute unit's "standby list" for any of the following causes:

- a. Receipt of the second report of late arrival in any one semester, or traditional calendar summer recess period, which has been determined to be the fault of the substitute;
- b. Receipt of the second "Inadequate Service Report" in any one semester or traditional calendar summer recess period; or
- c. Ten "unavailable" in any one semester, or four during traditional calendar summer recess period. Off-track teachers shall be permitted not more than three in each off-track period. An "unavailable" will be posted each time a substitute:
  - (1) Refuses an assignment within the geographic limits set forth in 5.0 above. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for assignment of less than a full day.
  - (2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances:
    - (a) If the extended assignment conflicts with a previous commitment by the substitute for a different name-requested assignment;
    - (b) If the substitute has already served ten consecutive days in the assignment; or
    - (c) If the assignment is for a subject field other than that designated on their availability form.
  - (3) Fails to answer the telephone personally between 5:30 a.m. and 8:30 a.m. In the case of Children's Centers, the hours are 7:30 a.m. to 9:30 a.m.
  - (4) Has a busy telephone line during two attempted calls during the hours specified in (3).
  - (5) Declares unavailability. However, if the substitute satisfies the District that the unavailability was for more than one day because of a continuing illness, (or compelling personal reason), only one "unavailable" will be charged for that period.
- d. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

5.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not be

honored for those on the standby list. A substitute who is placed on the standby list shall be given immediate notice thereof and an opportunity for prompt administrative review by the coordinator of the Certificated Substitute Assignment Unit. Such review shall be without prejudice to any rights the substitute may have under the grievance procedure. After a period

equivalent to six working months, substitutes on the standby list may be returned to a higher priority, provided that an Inadequate Service Report was not received during that period.

5.8 Upon request, substitutes shall be advised of their rank on the calling priority list.

5.9 Each school shall post and distribute to teachers a copy of its substitute name-request list (preferred substitute list) and a copy of the list of off-track teachers (if any) available to substitute during their off-track periods. These lists shall include the teachers' employee numbers to ensure that the proper substitute is requested and assigned. Copies of preferred substitute lists shall be forwarded by the local sites to the Substitute Assignment Unit where they shall be available for review by the UTLA Substitute Subcommittee Chairperson.

6.0 Late Arrival: A substitute who cannot reasonably expect to reach a school before class begins must attempt to call the school upon accepting the assignment in order that appropriate interim coverage arrangements can be made at the school. If a regular teacher in a secondary school is doing replacement service for the class of a late arrival substitute, the regular teacher may complete the period of replacement service if one-half of the period has already been completed. See also Section 7.1.

7.0 Time Reporting: Substitute teachers must serve a full teaching day to receive a full day's pay. Time should be reported to the nearest tenth of an hour (6 minutes) from the time instruction begins. Those who serve a full day shall be time-reported for the same number of hours as the employee for whom they are substituting.

7.1 Service for less than a full day will be compensated proportionately unless the late arrival is due to a late call from the substitute unit which does not permit the substitute to reach the school before class begins. If the substitute has complied with the provisions of Section 6.0, and the school confirms the time of the unit's call, the substitute will be given an opportunity to make up the late time (up to a maximum of one hour) at the end of the school day. Substitutes who are assigned for less than a full teaching day, but were not so informed at the time of the assignment offer (and it was not otherwise apparent) shall be entitled to a full day's pay, provided that they perform other duties as assigned for the balance of the workday. For example, if it is determined that a substitute was not informed of a half-day assignment, the substitute will be permitted to serve and be paid for a full day. The school must confirm the terms of the assignment offer with the substitute unit.

7.2 A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated (e.g., UTP duties) shall be time-reported for the full time of the additional assignment.

8.0 Release from Assignment: Any employee serving as a substitute may be released from a particular substitute assignment by the immediate administrator or designee at the end of any working day. The official daily service slip completed by the office manager or designee, and reflecting hours worked, shall indicate whether the substitute has been held over or released from the assignment. This procedure shall not be applicable to substitutes serving in extended substitute assignment status.

9.0 Duties: A substitute is expected to perform in a competent manner all of the regular instructional duties of the absent teacher and other duties reasonably assigned by the principal. Failure to satisfactorily perform these duties may result in an Inadequate Service Report. Instructional and other duties and responsibilities include, but are not limited to:

- a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;
- b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;
- c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;
- d. Account for pupil attendance as prescribed by the school;
- e. Conduct class and enforce rules in accordance with school and Board of Education policies;
- f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods;
- g. Leave classroom in good order with a summary of the day's accomplishments;
- h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.

10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), and security and emergency plans.

11.0 Evaluations and Inadequate Service Reports: See Article X, Sections 7.0, 8.0 and 8.1. When a substitute receives an Inadequate Service Report at a school, either the principal or the substitute may request that the substitute not be assigned to that particular school in the future.

11.1 An Inadequate Service Report shall not be considered for the purpose of disciplinary action after a period of four years from the date of issuance. However, the Report shall be retained by the District as required by law.

12.0 Other Calling Lists: Separate calling lists shall be maintained for Development Centers and Children's Centers.

13.0 Remote Telephone Call Forwarding Service: Additional telephone lines will be established for the North Service Area and South Area with remote call forwarding service to the Central Substitute Assignment Unit in order to minimize employee telephone charges.



14.0 Reorganization/Redesign of the Substitute Unit: The UTLA Article XXX Substitute Committee shall be permitted to give input to the District prior to any reorganization or redesign of the Substitute Assignment Unit.

## ARTICLE XX

### SUMMER/WINTER/INTERSESSION - INTERVENTION/EXTENDED LEARNING PROGRAM SESSIONS

1.0 General: Applicants must initially apply to one site and, if not selected at that school, must be available for all schools in that geographic area. For voluntary and mandatory student summer session (intervention)/ multitrack school intersession (intervention) and/or Extended Learning Program purposes, elementary, secondary and Special Education schools are considered to be a part of the geographic area in which they are located. For Designated Instructional Services (DIS) Programs, the program office shall be considered the school for application and assignment.

- a. Applicants may apply for only one subject field and/or program.
- b. Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.
- c. 50% Rule for priority: An applicant who was paid in a status other than substitute for 50% or more of the hours the mandatory or voluntary student summer school/multitrack school intersession and/or extended learning program was in session shall be considered to have taught for the purpose of determining priority rating.
- d. Multitrack year-round school teachers shall not be permitted to serve in the single track school's regular K-12 summer school or extended learning session program, but may serve during intersession programs in a multitrack school. (See Section 10.0 of this Article.)
- e. Employees whose basic assignment is limited to Adult Education shall be eligible solely for assignment in Adult Education summer session.
- f. Each applicant shall be notified in writing as to assignment  
  
(or non-assignment) to a summer session.

2.0 Eligibility: Teaching Experience: Except for elementary teachers applying for all intervention/Extended Learning Programs, at time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher or as a summer session or multitrack school intersession teacher in the subject field for which they apply. "Subject fields" shall, for purposes of this Article, be as

reasonably designated by the District; e.g., Math and Advanced Math have been designated as separate subject fields, as have Physical Science and Biological Science.

- a. Elementary school teachers applying for intervention and Extended Learning Programs, please see 13.0 below.
- b. An employee who is on leave from the District for the semester prior to the summer session is not eligible for assignment.
- c. An applicant who has received, within the most recent two school years immediately preceding the summer session assignment, an overall evaluation or less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act, shall not be assigned to a school without the consent of the principal or program coordinator.

### 3.0 Selection - Secondary Schools First Round: Voluntary

Summer School: Not less than ten working days prior to the deadline date for summer session applications, the District shall establish and distribute a list of schools for each geographic area showing the specific courses and/or Special Education programs that are planned to be offered at each school (listed by subject field).

- a. Employees shall be selected at each school on the basis of priority and seniority as follows:
  - (1) Priority:
    - (a) Priority One-Regular classroom teachers who have taught the course(s) within the past six semesters and who taught less than 50% of the time during the previous session or who did not teach summer school previous year.
    - (b) Priority Two-Regular classroom teachers who have taught the course(s) within the past six semesters and who taught 50% hours or more during the previous session, and employees currently not serving as regular classroom teachers who have taught the course(s) within the past six semesters.
    - (c) Priority Three - All other eligible applicant including non-classroom teachers.
  - (2) Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District seniority shall be broken under the provisions of Article XI, Section 6.2.
- b. Priority 1 applicants shall be assigned before Priority 2 applicants.

c. Priority 3 applicants shall be assigned to a geographic area

pool. The applications of those not selected at the school to which they applied shall be forwarded to the appropriate geographic area pool for possible future assignment in priority and seniority order, pursuant to 5.0 below.

#### 4.0 Selection B Secondary Second and Third Round: Voluntary

Summer School: If any school is not completely staffed after the above process is completed due to a lack of eligible applicants to that school, unassigned applicants from the geographic area pools shall be assigned to the remaining vacant positions based upon teaching experience, priority, and seniority as described above.

a. If vacancies remain after the second round, applicants from adjoining geographic areas shall be offered assignment, using the adjoining geographic area's priority/seniority lists. Refusal of an assignment in the third round shall not make the employee ineligible in the original geographic area should subsequent openings occur.

#### 5.0 Selection - Elementary Schools, All Rounds: Summer

School: Please see 13.0 below.

6.0 Displacements: Where and when a voluntary or mandatory summer school session site becomes over-taught on or before norm date, teachers shall be displaced within a program or subject field based on District seniority within the priority categories, beginning with the lowest priority. Additionally, in elementary schools, the criteria referenced in 13.0 will be considered. Applications of teachers so displaced shall be forwarded to the appropriate geographic area pool for assignment to openings based upon priority and seniority in any of the summer school/intervention programs for which they are authorized to teach.

a. When a site is deleted, those who had been assigned to that

site will be placed in the appropriate geographic area pool and given preference within their priority category for assignment to vacancies in other schools in that geographic area in any of the summer school/intervention programs for which they are authorized to teach.

#### 7.0 Salary: Summer session and multitrack school intersession

teachers who are paid on a pay period rate during the regular school year shall be paid at a rate equal to 1.09224 times their scheduled hourly rate as subject to the compensation restoration formulas set forth in appendix F and Article XIV, Section 1.0. unless otherwise stated in 13.0 below.

a. Employees assigned to full-time (6 or 8 hour) positions, such as extended school year program and development centers, shall be

paid at their regular hourly rates.

b. Those who during the regular school year are paid on an

hourly rate (e.g., Adult Education teachers) shall continue on that hourly rate if working in an Adult Education summer session.

c. For payroll computation purposes only, basic assignment

hours (i.e., 4, 5 or 6 hours) are not to affect or reduce the actual hours of service and duties as required in Section 8.0 or 13.0 of this article.

d. Employees shall be paid only for the actual days/hours of

the summer session or multitrack year-round school intersession assignment. Holidays that fall within the summer session shall be unassigned and unpaid days/hours unless the employee is paid for the holiday as part of the regular basic assignment, e.g., Martin Luther King, Jr. Day.

8.0 Hours and Duties: Summer session/intersession teachers

shall report to work each day at least ten (10) minutes before their first class begins. They shall then serve for a full day of instruction, as appropriate, exclusive of nutrition/recess (for those assigned for a four-hour day). They shall remain on site for at least ten minutes after dismissal of their last class. Summer session/intersession teachers are also required to perform reasonable pupil supervision duties and other professional obligations, as assigned.

9.0 Selection - Special Education Schools and Special Day Classes: First Round: All of the above provisions of this Article shall apply to the Special Education Extended-School-Year classes or DIS (itinerant) programs to be augmented as follows:

a. Continuity factor-(1) An applicant (whether permanent or

(probationary) whose regular students (excluding RSP students) are anticipated (based upon student applications) to comprise 50% or more of the extended class shall receive the assignment; (2) if no teacher can qualify under the 50% factor, then next preference shall be to the most senior applicant whose regular students (excluding RSP students) are anticipated to comprise 33% or more of the class. If more than one teacher applicant in a departmentalized program qualifies under the above continuity guidelines, selection shall be based upon recency and seniority as provided above.

b. If openings remain, they shall be filled pursuant to Sections

3.0, 4.0, and 13.0, above. When Extended-School-Year assignments are made the Resource Specialist Program and Learning Handicapped Special Day Class Program shall be considered the same subject field for purposes of recency.

c. Rather than using District pools, unassigned applicants from

DIS (itinerant) programs shall be assigned from Special Education pools based on the program office location, utilizing teacher experience, priority, and seniority as described above.

10.0 Voluntary Intersession - Multitrack Secondary Schools: Priority for assignment of applicants to intersession programs in multitrack schools shall be given to teachers currently assigned to that school. If more applicants apply than there are positions at the school, employees shall be selected for the assignments on the basis of priority and seniority as in 3.0 above.

a. Seniority: If there are more eligible applicants within each

priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District shall be broken under the provisions of Article XI, Section 6.2. The remaining applicants shall be eligible for assignment as described under Section 13.0, Priority Five below. The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours, Duties shall apply to intersession.

11.0 Special Grievance Provision: Any employee who wishes to seek back pay due to a claimed violation of the selection and assignment rules of this Article must file a formal grievance under Article V within five (5) days of the written notice of assignment or non-assignment, or within five(5) days of the first day of summer session, or multitrack intersession, whichever is earlier. Any other alleged violations of this Article may be processed using the normal time line of Article V.

12.0 Summer Session Adult Education: Summer Session assignment in the Division of Adult and Career Education shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply: All references to Aemployees@ in this Article are applicable to Apersonnel@ as that term is used throughout Article XXI and in particular

Section 1.1 thereof.

a. Only personnel who have taught in the Division during the

past school year are eligible to apply for summer school assignments. New personnel shall not be recruited to teach summer school as long as qualified applicants remain unassigned.

b. Section 2.0 a contains a reference to "permanent or

probationary status" which does not apply to the Division.

c. References to are or regional organization are not applicable

to the Division. Summer session assignments are a local site function. Qualified applicants from priority categories one, two, three, and four are to be processed at the local site; and the

remaining unassigned applicants shall be referred to the Division Office for assignment to unfilled vacancies at other locations by priority, subject matter and longevity.

(1) Priority One - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did not teach the last summer session.

(2) Priority Two - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did teach the last summer session.

(3) Priority Three - All other eligible LAUSD applicants.

(5) Priority Four - All other eligible applicants.

d. Rather than "seniority" the Division utilizes a system of division longevity as defined in Article XXI, Section 4.7, b.

e. The provisions of Section 6.0 shall cease to be in effect when instruction commences; thereafter the class size minimums of Article XXI shall apply.

f. Compensation for Division summer session shall be the hourly rate as indicated in Section 7.0 c.

g. In place of Section 8.0, the maximum weekly summer session assignment in the Division shall be twenty hours per week. However, combination assignments and assignments limited to funding under other sources such as ROC/ROP, GISP or ABE will have a thirty hours per week maximum. Any exception to the above limitations may only be made with the approval of the Division Superintendent under compelling circumstances.

h. Substitute provisions for the Division (as provided in Article XXI) shall apply to summer session.

i. Sections 9.0 and 10.0 of this Article are not applicable to the Division.

### 13.0 Elementary School: Intervention/Extended Learning

Programs: Intervention/Extended Learning Programs assignments in grades

K-8 (but does not include the Middle School Summer School or Multitrack Middle School Intercession Program) shall generally be governed by the foregoing provisions of this Article, however, the following shall also apply:

a. Selection:

(1) Priority One - Permanent teacher at the local

site in the affected grades/subject fields with appropriate authorization and extensive training in the grade/subject field as evidenced by:

a) Special credential and/or certificate *or* Board Permit or

b) Successful completion of specialized training and

c) Necessary qualifications to teach English Language Learners, Special Ed., etc.

(2) Priority Two - Same as above with experience in any other grades/subject field

(3) Priority Three - Same as above with basic training in grades/subject field and in affected grades

(4) Priority Four - Same as above with basic training in other than the affected grades/subject field

(5) Priority Five - Permanent teacher in same priority order as above (#1-#4) but at other locations B A Local District-wide list of such employees who would be willing to work at another location will be established. All teachers with the appropriate qualifications within each of the above categories will be selected in seniority order.

(6) Priority Six - Retiree with appropriate credentials, authorization and training

(7) Priority Seven - Probationary teachers by seniority at the local site

(8) Priority Eight - Emergency Permit teachers by contract date at the local site

b. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority, on a rotational basis, shall determine the selection. An applicant who taught in the program during the previous session, shall not be eligible for service until all teachers in the priority grouping who did not teach the previous session are assigned. Ties in District seniority shall be broken under the provisions of Article XI, Section 6.2.

c. Compensation: Teachers who participate in such Extended

Learning Programs shall be compensated on X basis (10thly hourly rate). The summer school rate (Z basis at 10thly hourly rate + a differential factor of 1.09224) will be used only if the following conditions exist:

- (1) Class size in the affected grades are at or higher than the District class norm for summer school/multitrack school intersession.
- (2) Student instructional hours are a minimum of \*\* four hours per day and the length of time which will make them eligible for class credit. (\*\* Established length of time for summer school/multitrack year-round school intersession is six weeks, however, the year-round school intersession may be broken up into two week or three week blocks of time for a total of six weeks.)

### 13.1 Mandatory Student Summer Session/Multitrack Intersession

Elementary: For Weeks 1-6 teachers who participate shall be compensated at the summer school rate (i.e., Z - basis at 10thly hourly rate + differential factor of 1.09224) for four hours of instructional time per day.

- a. For weeks 5 and 6 teachers who participate will receive an additional hour per day at X-basis for a total of 10 hours.
- b. For year-round schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.

### 13.2 Mandatory Student Summer School/Multitrack School

Intersession/Intervention Selection - Elementary: All conditions for selection described above shall apply in addition to the following: Single track calendar sites with less than the specified number *of* eligible students will be combined within local District and treated as a single, local site.

- a. Staffing for local District center sites (sites housing students from several sites) will be determined by the local District center principal using the above selection process (i.e. local District centers will be treated as single site).

### 14.0 Secondary School: Intervention/Extended Learning programs



- a. Selection: refer to section 3.0 above.
- b. Compensation: Teachers who participate in such

mandatory Intervention classes shall be compensated in the following manner:

- (1) For Weeks 1-6 Teachers will be compensated at the summer school rate (i.e., Z-Basis at 10thly hourly rate + differential factor of 1.09224) for 4 hours of instructional time per day.
- (2) For Weeks 5 & 6 Teachers will receive an additional hour per day at X-basis for a total of 20 hours (i.e., auxiliary).

NOTE: For Year Round Schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.

15.0 For any training required of these programs, the teacher will be compensated at X-bases (10thly hourly rate).

## ARTICLE XXI

### ADULT AND CAREER EDUCATION

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in the Division of Adult Education is conducted by a combination of full-time employees trained in methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, lifelong learning, and vocational and occupational training. While it is recognized that Division personnel may be concurrently employed in other divisions of the district (including K-12), it is the intention of the parties that the employment relationship described in this Article, and the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to Division of Adult and Career Education employees, this Article shall prevail.

1.1 Throughout this Article the term "employee(s)" or "unit member(s)" covers those persons who are, by virtue of being assigned for 10 or more hour per week, included within the bargaining unit and eligible to utilize the grievance procedures of Article V. The term "personnel" covers both employees (as defined above) and also non-unit members (those assigned for fewer than 10 hours per week). The complaint procedure referenced in Article V, Section 23.0 is available to non-unit members for alleged violations by the District of Board Rules and/or administrative rules.

2.0 Employment Contracts: Adult Education funded employees who are assigned more than eighteen hours per week in the same classification code are covered either by probationary or permanent contract status.

2.1 All personnel in categorically funded programs shall be employed under binding individual (“M” basis) employment contracts which shall not conflict with the provisions of this Agreement. Employees may utilize the grievance procedure with regard to alleged violations by the district of “M” Basis contracts shall specify the duration of employment , and shall terminate on or before June 30, of the year in which they are issued. If the duration of employment is to be extended beyond June 30, a second contract shall be issued to cover the balance of the employment period.

2. The contract term for employees assigned to ROC/ROP programs shall be for the equivalent of a one year “C” basis term.

3. The contract tem for employees assigned to Skills Center programs shall be for a term of one school year if funding is available.

c. The contract term for a person hired to complete the term(s) of employment of on other person shall be for the duration of the original term(s).

2.2 All “M” Basis contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.

3.0 Non-Contract Personnel-Release During Term of Assignment:

a. All part-time (18 hours or less per week) Adult Education funded personnel may be released during their tem of assignment only for the reasons stated in Section 2.2 above.

b. Those with an assignment of 10 to 18 hours per week may utilize the grievance procedure for claimed violations of Section 2.2. above; the sole remedy for non-unit members (those with an assignment of less than 10 hours per week) shall be an administrative review by the Division Superintendent or designee, up on written request submitted within 10 days of notification of their release. Also, if it is contended by a non-unit member that the release violated Board Rules and/or administrative rules, the grievance procedure for non-unit members (see Article V, Section 23.0) may be utilized.

4.0 Staffing Procedures for Part-time and Other Untenured Positions: for initial staffing purposes all part-time (18 hours or less per week) and other untenured full-time positions or courses are to be filled as set forth below.

4.1 For any given academic term, the site administrator shall first develop a plan covering the courses to be offered and determine which of the current personnel are to be utilized. (See Section 4.7 and 4.8 below) These assignments need not be posted.

4.2 All remaining new or vacant part-time positions or courses shall be posted at the applicable time-reporting site. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.

4.3 The site administrator shall first consider those qualified applicants currently assigned to the site who assigned schedule would not conflict with the additional work and who if selected, would remain in current status with the Division. "Qualified," as used in this subsection, means that the applicant: Has taught the same course or closely related (e.g. English 1,2,3,4) course in the same subject (either in Adult Education funded programs or "M" Basis categorically funded programs) during the most recent six semesters, possesses the requisite credential, possesses appropriate training and/or experience needed for the position, and possesses the needed instructional skills or qualifications as stated on the job postings.

4.4 Remaining unfilled positions shall be posted at the Division Central Office and at the time reporting sites and major branches and a copy faxed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possesses the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants.

4.5 The site administrator shall select from among the qualified applicants at the site to fill each position before looking to other sources, provided that the site administrator shall not be so restricted when selecting for grant programs, partnership programs, community based programs, government/industry sponsored and/or other special contracts which involve other special selection arrangements. This special program/contract exemption shall be applicable only to bona fide programs, and shall not be used as an artifice to avoid the general requirements of this section.

4.6 During the initial staffing period prior to commencement of instruction, the site administrator shall equitably distribute the enrolled students among the teachers who are assigned to the same course and level at the same time and location.

4.7 In the case of current personnel who are not to be renewed due to elimination or reduction of educational offerings, lack of work or lack of funds (an "over-taught" condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:

1. The site administrator shall first identify the affected course(s), including closely related courses in the same subject (e.g. English 1,2,3, 4);

2. The longevity of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.

- (1) Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. Time spent on approved unpaid leaves of absence does not count at time served but does not constitute an interruption of the "consecutive" service requirement.

(2) To qualify for a year of longevity service, the individual must have served at least 775 hours during that school year excluding summer school. Prior to July 1, 2001 156 hours were required to qualify for a year of longevity.

(3) Service in any Adult Education Division program shall apply. However, until such time as the District has the computer capacity to track service on a District-wide basis, the District will look solely to the service at the current time reporting site, unless the individual requests consideration of prior service from another site. Such a request must be made prior to May 1, to be effective for the next school year.

3. The person with the least longevity shall be released unless the site administrator reasonably determines that the person has needed instructional skills or qualifications not possessed by an employee with greater longevity.

4. The above release procedures shall be in effect throughout the initial staffing period and shall cease to be in effect when instruction commences. (See Section 7.0 for later releases resulting from falling attendance).

5. The above release procedures are not applicable to the special contract arrangements referenced in Section 4.5 above.

4.8 Courses which are created or become available after the initial staffing procedures are completed shall also be posted and filled as set forth above, but may also be filled immediately on an interim basis pending compliance with the posting procedures.

4.9 Personnel do not have an implied right to employment beyond their assigned term. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be given prompt written notice to the effect by the site administrator, and have the following rights:

1. In the case of employees with an assignment of 10 hours or more per week the notice must have been preceded by compliance with the observation, records and assistance provisions of Article X, Section 5.0. In evaluation procedures of Article X, Sections 8.2 and 10.0.

b. The rights of personnel with an assignment of less than 10 hours per week are limited to final notice and, for alleged violations by the district of Board Rules and/or administrative rules, the grievance procedure for non-Unit members as referenced in Article V, Section 23.0.

5.0 Staffing Procedures for Tenured Positions: All new or vacant positions of more than 18 hours per week identified as tenured positions shall be posted by June 1 for the fall semester and January 5 for the spring semester and filled at the discretion of the site administrator.

1. Thirty hours per week (120 hours per pay period) is recognized as the full time equivalency (FTE) for all Adult Education funded classifications in which tenure is earned

(currently ESL, Academic, Parenting, Programs for Older Adults, Adults with Disabilities and Teacher Counselors).

2. Tenure shall be earned at any number of hours greater than sixty percent of the FTE or more than eighteen hours per week (more than 72 hours per pay period). The Division acknowledges that once tenure is acquired, it shall have an on-going obligation to offer assignments at the number of hours held by the employee when tenured. After completing the probationary period, employees may increase the number of hours for which they are tenured, not to exceed thirty hours per week (120 hours per pay period). A reasonable effort shall be made to offer assignments to interested and qualified employees who are tenured at less than thirty hours with additional hours that become available over their tenured hours, up to the thirty hours of FTE.

3. The 2000-01 school year shall be counted toward tenure for eligible current probationary employees. In addition, employees who are tenured at 20 hours per week but who have been working for up to 30 hours per week in the same classification for the 1999-2000 and 2000-01 school years, shall be tenured at the hours worked effective July 1, 2001.

5.1 Tenured employees with the Division may apply for posted positions at not more than three time-reporting sites by completing a request for Transfer form. The forms shall be available at each time reporting site. Application shall be made to the appropriate site administrator.

1. In filing a posted position, the site administrator shall interview

not more than three transfer applicants and not more than three candidates from the Division's eligibility list for that subject area. The eligibility list interviewees shall consist of the two highest ranking candidates on the list and the highest ranking candidate currently assigned to the site at which the opening occurs.

2. All interviews under this procedure shall be scheduled and held

within one week of the deadline for application. The site administrator shall fill the position from among the interviewees and notify all persons interviewed of the selection decision. An applicant who refuses an offered tenured position shall be subject to Article XIII, Section 1.3.

5.2 The District has committed to replace tenured Adult Education positions which become lost to attrition (resignation, retirement, death) provided that the following conditions are met:

1. The position is in a field which the District has determined to be a growth field for the foreseeable future; and

2. The district has determined that funding and work is available

for an additional block of hours equivalent to a tenured position; it is understood that the hours may be split in time and/or location, and may include weekend assignments.

6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

1. Occupational classes which require a high degree of student involvement shall be limited in size by the number of functional work stations in the room or shop facility as reasonably determined by the District.
2. In General Education classes the number of students enrolled at any time may exceed the number of learning stations in a classroom or facility. However, actual attendance shall be limited by the number of learning stations and by fire code as provided above. Enrollees in excess of actual attendance may be placed on a waiting list by the instructor or be referred to the Branch coordinator or site administrator for placement in other classes.
3. Classes (other than lecture series) scheduled in large District facilities such as music rooms, cafeteria or auditoriums, shall have one teacher for each 50 students, or fraction thereof, who are in attendance for three consecutive class meetings.
4. Learning Centers, reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches 30 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor.

7.0 Class Size Minimums: The Division shall observe class size minimums of twenty in General Education, eighteen in Occupational courses and eighteen in Adults with Disabilities.

1. A notice that a class may be terminated shall be given by the instructor of the class to the students and to the site administrator when attendance reaches twenty or less in General Education, or eighteen or less in Occupational or Adults with Disabilities classes.
2. If class attendance drops below an average of twenty for three consecutive class meetings (eighteen in Occupational and Adults with Disabilities) the class may be closed.
3. If class attendance reaches fifteen students (fewer than twelve in Occupational classes and fewer than fourteen in Adults with Disabilities) the class shall be canceled. If a class is being canceled due to loss of enrollment, the teacher shall be so advised as soon as practical during a conference with the administrator and with written notice to the teacher no later than the last scheduled class meeting. The conference may be conducted by telephone if the teacher is not readily available to the administrator (e.g., satellite location, or teacher absent). A class which has reached the level for cancellation may be continued under compelling circumstances at the sole discretion of the Division Superintendent.

7.1 Occupational classes shall not be canceled when student job placement temporarily reduces class size below the stated minimums.

7.2 Learning Centers, Reading Labs and other academic learning labs shall not be canceled when student advancement temporarily reduces class size below the stated minimums.

8.0 The District agrees to continue the practice of paying an

Earned Salary Allowance (E.S.A.) To employees in the Division. The Threshold of eligibility shall be ten hours per week.

9.0 At each school, the administration and faculty shall annually determine a list of mutually acceptable substitutes. The list may include teachers at the school as well as other qualified teachers. Teachers at the location shall have the right to request a substitute from the list by name. When no name is offered or the substitute is unavailable, the administrator has the right to select another substitute from the list. When the school site administrator chooses to observe a prospective hire, that individual may be assigned as a substitute following an attempt to obtain the consent of the regular teacher. Successful performance by these substitutes may result in their being added to the list. When an absence is known or anticipated to be for a period of more than two weeks, the site administrator may extend the assignment of the current substitute or select from the employees whose names appear on the school substitute list.

10.0 Miscellaneous: Division personnel shall have reasonable access to telephone service at all sites for the performance of their student job placement duties.

10.1 The Joint LAUSD/UTLA Tenure committee for Division of Adult and Career Education shall submit a report no later than June 30, 2001 on the progress of the District toward increasing tenured positions in the Division from July 1, 2000 to June 30, 2001. This report shall then be brought back to negotiations.

10.2 The District shall provide pay for the annual before-school planning meeting-three hours at training rate as provided by Board Rule 1921.

## ARTICLE XXII

### MULTITRACK SCHOOLS

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in multitrack assignments. The parties have also discussed and agreed to mutual goals of providing maintenance and custodial services, supply ordering procedures and alterations in the scheduling of standardized testing to accommodate the special characteristics of the multitrack program.

2.0 Work Year:

a. Teachers assigned to four-track multitrack schools are normally to be on "S" basis, and those in three-track schools are normally to be on "T" basis. See Article IX, Section 10.0. Regular classroom teacher assignments in excess of such limits, such as multitrack teachers assigned to a multiple "Rainbow" schedule, may be utilized only upon voluntary agreement of the affected teacher(s) and principal, and only when no eligible qualified teacher from outside the school is willing and available by June 20 to fill the opening. The site administrator shall consult with the teaching staff regarding the selection of teachers for such extended assignments,

and shall make a reasonable effort to distribute such opportunities equitably among the staff over a period of years, consistent with educational program needs.

b. In assigning annual bases of assignment, teaching track schedules, flexible work schedules and substitute assignments, the District shall make a reasonable attempt, consistent with educational program needs, to (1) provide an opportunity for teachers to meet the minimum annual service requirement for STRS and tenure purposes, and (2) at the outset of the programs or upon a change in teaching tracks, to accommodate teachers' previous plans. When such accommodations are made, the District shall notify the teachers in writing of the possibility that minimum annual service for STRS and tenure purposes may not be met. Such matters shall be a subject of consultation between the site administrator and teaching staff as a part of the above-mentioned reasonable attempt.

3. Employees in multitrack schools who are placed on any pay basis other than AS@ or AT@ basis as described above or whose basis is changed shall be informed about their pay basis, rates and schedules and the impact of such change at the time the change is made.

4. Employees assigned to multitrack schools shall be paid thirteenthly.

3.0 Staffing and Transfers: See Article XI, and particularly Section 18.0 thereof.

4.0 Displacement Return Rights: A teacher displaced from a multitrack school subsequent to any given "norm date" and prior to the next "norm date" at that school shall have return rights as provided in Article XI, Section 13.0a (1) (a) and (b).

5.0 Notice Requirements Relating to Schedule Changes:

a. Notice that a change in schedule for a school (from regular to multitrack, or from one multitrack system to another) is under consideration shall be given to affected employees on or before March 1.

b. Notice that a change in schedule for a school has been determined or adopted shall be given to affected employees on or before June 1.

c. Individual teachers shall be given notice by June 1 of their tentative assignments (track, grade and subject) for the following year and promptly notified as to any subsequent changes in their assignment.

5.1 Assignment of Non-classroom Employees: In order to provide equitable services to students at year-round schools, the appropriate administrator (e.g., principal or itinerant program supervisor) and non-classroom employee (e.g., library media teacher, nurse, counselor, coordinator, psychologist, music teacher, etc.) shall, prior to the start of the school year, agree to a flexible work schedule that provides services to students on a year-round basis. Such schedule shall provide the appropriate number of paid workdays and paid non-workdays applicable for the employee's assignment basis, and shall provide an opportunity for the non-classroom employee



to be off-track for a three week period if desired. In the event that the appropriate administrator and non-classroom employee are unable to agree upon a flexible work schedule, then the employee shall be placed on one of the established District Flexible Calendars, appropriate to the employee's assignment basis. Nothing shall prohibit the nonclassroom employee from being offered and working additional days on X or Z Basis.

5.2 Employee Accommodation: As soon as track assignments have been determined, the District will make every reasonable effort to accommodate the personal needs of bargaining unit members, such as schedules of other household members, including the employee's children's school schedules.

6.0 Regular Teachers Serving as Substitutes: Prior to the beginning of each off-track period, teachers who wish to serve as substitutes shall submit the appropriate Substitute Call Card to the site administrator.

a. At the beginning of each track, the site administrator shall post in a conspicuous place a list of all employees who requested to substitute during their off-track time.

b. The calling order priority for off-track teachers serving as substitutes is set forth in Article XIX, Section 5.3.

7.0 Exchange of Teaching Track Assignments: If two employees at a school determine that they wish to exchange track assignments for the following school year, they may make a proposal to that effect to the site administrator prior to May 15th. If the administrator determines that the school's educational needs can be accommodated by the exchange, the proposal shall be approved. The administrator shall respond as soon as practicable, but not later than June 1. The administrator may consider later requests, but final arrangements must be completed by June 30. If the proposal is not approved the administrator shall, upon request, advise the employees in writing as to the reasons for the decision. At the conclusion of the school year, the employees will be reassigned to their original tracks except that employees are not exempted from reassignments which would have been made if the exchange had not occurred. Nothing in the above shall preclude employees from applying for an exchange in subsequent years. Where disputes arise regarding this section, the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to Article V.

8.0 Exchange Days: The purpose of this section is to provide multitrack school employees with the opportunity to attend conferences, workshops or meetings and other activities which have been scheduled during periods of time when multitrack school employees are on duty. Exchanges will allow an on-track employee to be absent and time reported on paid non-working status ("K" time) to be replaced by a suitable off-track employee from the same site, and then later reciprocate in order to make up the lost service day.

a. Applications for exchange days should be filed with the site administrator as soon as practicable, and in no event later than five (5) working days prior to the exchange. The dates of the exchange must first be agreed to in writing by the employees involved, on a form to be made available by the District. Any subsequent changes must also be approved in writing in advance.

An employee is limited to five (5) exchange days per school year. An employee shall be permitted to exceed the exchange days limit to a maximum of ten (10) days provided the additional five days are utilized for attendance at educational conferences, seminars or workshops which must be directly related to the employee's current assignment and to the curriculum/subjects commonly taught in the District. The conferences, seminars or workshops must also enhance the employee's knowledge of the subject(s) taught as well as increase the methodology skills associated with teaching those subjects.

b. Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the day(s) in question. Paid leave time may not be used to avoid service obligations.

c. Where disputes arise regarding this section the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to Article V.

9.0 Communication: Each multitrack school site administrator shall communicate significant District and school announcements to employees who are off-track so that they have the opportunity to participate fully in District and school activities. Examples include information regarding application dates for programs such as Mentor Teacher, CTIIP, transfers and leaves, and information regarding school events such as Open House, Back-to-School, holiday observances, and faculty election matters. Employees interested in promotional opportunities are expected to contact the Promotional Selection Office for information relating thereto. The site administrator and Chapter Chair shall jointly formulate a method by which such communications are transmitted. The Chapter Chair shall also receive a copy of all such communications. Where disputes arise regarding this section the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to Article V.

10.0 Coordinating Differentials: Paid coordinating differentials as provided in Article XIV, Section 24.0c (3) which provide services applicable to all tracks (e.g. department chairs, audio-visual or bilingual coordinators) shall be funded on the basis of 120% of the existing rate so as to extend the services year round. If the coordinator decides not to serve while off-track, the duties will be assigned to another employee and the differential paid accordingly (i.e., 20% attributable to the off-track period of time). Exempt from this requirement are coordinatorships which are seasonal in nature or "trackbased," such as the various coaching and activity assignments.

11.0 "Roving" Teacher Defined: The term "roving" teacher as used herein refers to those whose assignment requires that they change classrooms each time any of the tracks goes onto vacation. The term does not encompass those whose classroom assignments rotate on a less frequent basis; nor does it encompass "traveling teachers."

12.0 Relief from Non-instructional Duties: The extra effort and time associated with service as a "roving" teacher shall be taken into account when assigning non-instructional duties which normally would be shared and distributed among a school's staff. Also, a reasonable effort shall be made to avoid assignment of roving teachers to combination classes and to committees.

13.0 Moving and Storage: Equipment for "roving" teachers to transport and store their supplies and material shall be a high priority in the funding of the

Multitrack School Program. Also, reasonable assistance shall be provided to "roving" teachers for moving heavy or cumbersome equipment and supplies.

#### 14.0 Classroom Sharing:

- a. At elementary schools, any room changes or rotating room assignments designed to share limited classroom space, including but not limited to "roving" systems, shall be distributed in a reasonable and equitable manner. If an elementary classroom sharing system is newly implemented effective 1986-87 or thereafter, which involves "roving" teachers, the method for achieving equity in "roving" assignments shall be first by volunteers, then by rotation on the basis of District seniority with the least senior teacher in the affected grades assigned first. Any exceptions shall be subject to the test of reasonableness.
- b. Teachers during their first year of service shall be exempt from "roving" assignments except in unusual circumstances.
- c. Teachers who share a classroom due to rotating room assignments shall share responsibility for maintaining a suitable room environment, with each teacher assuming proportionate responsibility. They shall also cooperate in the utilization of the classroom's storage space, facilities and equipment.

#### 15.0 Pilot Program for Specialized Off-Track Services:

- a. The District is embarking on a pilot program which will offer temporary employment to a limited number of off-track teachers who will perform regular contract (non-substitute) services in schools where their unique skills (such as Asian languages) are required, until a qualified teacher becomes available to fill the position on a regular basis. Teachers selected for this program are to be assigned on "Z" Basis and paid at their regular tenthsly rate of pay.
- b. The progress of this program will be subject to on-going review. If the District desires to expand the program beyond the currently anticipated level, notice shall be served on UTLA and the parties shall negotiate the impact of that decision.

16.0 Multitrack School Committee: A three-member subcommittee of UTLA's negotiating team shall meet periodically with the District administration responsible for the Multitrack School Program and Priority Housing Program to discuss matters of concern. Released time will be granted for any meetings which are held during the employees' assigned work hours.

17.0 Library Media Teacher Assignments: Library media teachers assigned to multitrack schools may name request substitutes to serve in their absence (pursuant to Article XIX, Section 5.3) for short term periods of 20 days or less. For service or more than 20 days, library media teachers may suggest a replacement to the principal. Replacement service for more than 20 days will only be provided by an employee with a library media teacher credential unless such a person is not available.

## ARTICLE XXIII

## EARLY EDUCATION CENTERS

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of certain special conditions involved in Early Education Center operations.

2.0 Informal Leaves: Employees who desire to apply for informal permissive (unpaid) leaves of absence should refer to Article XII, Section 5.0.

3.0 Mileage: Mileage reimbursement shall be paid for miles driven between locations when a Early Education Center teacher is assigned to two locations per day.

4.0 Transfers Involving 8-Hour Assignments: See Article XI, Section 10.0.

5.0 Additional Hours of Work:

a. All known and anticipated 4-hour openings not filled by an employee returning from leave, a displaced employee, or an employee already assigned to the site where the vacancy occurs, shall be posted at all Centers on or before the first day of each month. Four-hour employees who seek additional hours and who have on file a Statement of Availability requesting additional hours, may apply for any posted position by submitting an appropriate application to the Early Education Center Assignment Office within five work days of the posting. The most senior qualified applicant may be appointed to fill the position or selection may be made after interviewing the three most senior qualified applicants.

b. Postings of positions shall include: The name and address of the work site, the proposed hours of the assignment (either morning or afternoon), any special skills and/or qualifications required, and a statement as to whether the position will be filled by the most senior qualified applicant or by the interview process.

5.1 In the event no current 4-hour employee applies for a posted opening, the District may, in its discretion, fill the position with a new employee or declare that a compelling circumstance exists and fill the position with a 4-hour employee assigned within the geographic region of the opening whose annual

Statement of Availability Form shows a desire to work additional hours. Two refusals of an assignment under compelling circumstances (as provided above) may result in removal of an employee's name from the Availability List for the remainder of the school year.

5.2 Refusal of a substitute teaching assignment by a 4-hour employee, who has on file a Statement of Availability requesting additional hours, shall not prejudice the employee's eligibility for additional 4-hour openings.

6.0 Seniority List: The District shall maintain a seniority list for Early Education Centers and shall forward a copy to UTLA by July 1 and January 1 of each year.

7.0 Vacation Scheduling: See Article XVII Holidays and Vacation

8.0 Late Hours: When teachers are required to remain on site beyond their assigned time due to parents' failure to pick up their children at the close of school, the extra time involved is to be recorded and when accumulated to a total of four hours shall be compensated either by straight-time salary or by released time to be scheduled at times agreed to by the District and the teacher. At the request of the teacher, this released time shall be scheduled in conjunction with vacation time. If the District and the employee have not agreed on the scheduling of the accrued released time prior to the close of the school year (June 30), the District may either schedule the time or compensate the employee at the regular rate of pay. General hours provisions are set forth in Article IX, Sections 3.2 and 7.1.

9.0 Excused Time: Pursuant to past practice, after noon on Christmas Eve and New Year's Eve, Early Education Center will operate on a reduced "minimum crew" basis, with most employees released on a paid "excused time" basis. Those who must remain at work shall subsequently receive compensatory time off equal to the time worked after noon on said days. For this purpose, such compensatory time off shall be taken within two pay periods.

10.0 Additional Compensation: A Early Education Center teacher shall receive additional compensation in the following circumstances:

- a. Another regularly assigned teacher is absent; and no substitute is assigned for the absent Early Education Center teacher; and as a result the teacher is assigned children from the absent teacher's class; and the teacher's class size exceeds the state-prescribed adult-to-child ratio; or
- b. When a minimum or shortened day at the local elementary school causes the Early Education Center teacher's class to exceed the state-prescribed adult-to-child ratio.
- c. Additional compensation shall not be provided under a or b above when the prescribed ratio is exceeded during transition from one activity to another for periods of up to 20 minutes.
- d. When compensation is payable pursuant to a or b above, the teacher shall receive one hour's pay for each 24 pupil hours of additional service rendered to students not normally assigned to that teacher. The rate to be paid for such service shall be the teacher's regular hourly rate but not to exceed the maximum rate which would otherwise have been paid to a day-to-day substitute.
- e. The additional students and time shall be recorded to the nearest (.1) of an hour upon conclusion of each affected work shift and such time accumulated during any given pay period shall be reported to the Payroll Services Branch for payment during the next pay period. Additional compensation representing less than .1 of a full hour of compensation will not be reported to the Payroll Services Branch.

11.0 Chapter Chair Meetings: If necessary in order to accommodate the UTLA Chapter Chair's attendance at the regularly scheduled monthly meeting of UTLA chapter chairs, the

District shall permit the UTLA chapter chair to trade shifts with another willing Early Education Center teacher for that day.

12.0 Substitutes: Various substitute assignment procedures and priorities are made applicable to Early Education Centers as indicated in Article XIX. Absent Early Education Center employees must report their absence and/or substitute request directly to their site administrator or designee rather than to the Early Education Center Substitute Assignment Desk.

13.0 Early Education Center head teachers shall be permanent teachers if practicable.

## ARTICLE XXIV

### STUDENT DISCIPLINE

#### LEGAL SUPPORT AND PROPERTY LOSS

1.0 Student Discipline Rules: It is the intention of the parties that teachers and administration work in a mutually supportive manner to maintain proper student discipline. The Board of Education issues District-wide standards and rules of student conduct and discipline. Also, with faculty participation, each school site shall develop additional local rules for student conduct. These rules shall be posted and distributed to students and parents. A teacher shall also have the right to promulgate and enforce reasonable rules of classroom conduct which are to apply to students in that teacher's class(es). Local site and classroom rules for student conduct shall not conflict with District policy.

1.1 Before a student is transferred from a teacher's class for disciplinary reasons or due to parent request, the principal of the school must give to the teacher an explanation for the transfer. The teacher may attach a written reply for the record.

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

- a. Disruptive behavior or willful defiance of valid authority;
- b. Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);
- c. Causing, attempting or threatening violence or physical injury;

- d. Theft or damage to school property or personal property;
- e. Extortion or robbery;
- f. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;
- g. Possessing, using, offering for sale or furnishing any drug paraphernalia;
- h. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;
- i. Possessing, using, offering for sale, or furnishing any firearm, or imitation firearm, explosive, knife or other dangerous object;
- j. Falsely reporting a fire or bomb.
- k. Possessing, or using tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- l. Knowingly receiving stolen school property or private property.
- m. Committing or attempting to commit a sexual assault as defined

in Section 261, 266c, 286, 288, 288a or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code; or

n. Harassing, threatening, or intimidating a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

2.1 Teachers who choose to impose suspensions from their class shall immediately report same to the site administrator and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.

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

3.0 Legal Assistance and Support: If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, the District shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. The Board of Education may, in its discretion under Government Code Section 825, indemnify the employee against punitive or exemplary damages.

3.1 If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request the District to pursue legal action against the student and/or the student's parents or guardians pursuant to Education Code Sections 48904 and 48905. After evaluating the circumstances, the District may bring such a legal action to recover damages.

4.0 Notification to Teacher Regarding Past Misconduct by Student: Pursuant to Education Code Section 49079, when a teacher is regularly assigned a student who during the previous three years engaged in the misconduct described below (or who the District reasonably believes has so acted), the District shall make a good faith effort to inform the teacher of that misconduct. The student misconduct which gives rise to the above notification includes any misconduct which would constitute grounds for suspension from school or expulsion. Such notification and information shall be based upon the records the District maintains in its ordinary course of business or has received from a law enforcement agency. Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher, and shall not be further disseminated by the teacher.

5.0 Loss, Destruction, Damage, Theft and Vandalism: Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall the District reimbursement exceed \$1000, except that the Board of Education may, upon application (see f. below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

a. The District shall pay the cost of replacing or repairing:

(1) An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or

(2) The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used in the schools or offices, when approval for such use was given by the site

administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or



(3) The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other District premises or the site of authorized District activities; or

(4) The damage to an employee's automobile caused by students being transported by the employee on authorized school business.

b. Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.

c. No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.

d. Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.

e. A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with the Insurance Section within 60 calendar days of the loss.

f. In the event the employee receives payment from the District pursuant to this section, the District shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.

g. If the Insurance Section denies a claim, an employee seeking review must choose between filing a grievance pursuant to Article V, or processing an appeal to the Board of Education.

5.1 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle: The District shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is required or properly authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.

5.2 In instances where student transportation is not available through routine sources such as parents, District transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles. When practical, two adults (one of each sex) shall accompany a student being transported.

5.3 Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized to accept custody of the student, or a person otherwise authorized by the parent/guardian.

5.4 The responsibility of the District with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in Section 4.0 above.

5.5 Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement as provided in this Agreement (See Article XXIX, Section 8.0).

5.6 Student Expulsion: If the principal reasonably determines that an intentional and deliberate assault and/or battery has occurred causing serious physical injury to the employee, or if the assault and/or battery involved a weapon, or is a sexual assault and/or battery, the principal shall recommend the expulsion of the student and the incident is to be reported to the appropriate law enforcement agency. Pursuant to applicable District policy and State and Federal law and actions of the appropriate law enforcement agency, the principal shall:

- a Recommend the expulsion of the student.
- b Suspend the student and provide for an alternate placement of the student pending expulsion.

Any decision as part of an arbitration in this matter may only result in a determination if the above terms have not been followed and may not affect any student discipline action.

Nothing in this section shall limit, circumvent, or restrict the student=s right to participate in the expulsion process as defined by Ed. Code 48918.

## ARTICLE XXV

### ACADEMIC FREEDOM AND RESPONSIBILITY

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

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

1.1 Guest Speakers: Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than 48 hours prior to the proposed appearance. The administrator shall as soon as possible,

and no later than 24 hours prior to the proposed appearance, approve or disapprove the guest speaker, after considering the following factors:

- a. competency of the proposed speaker to address the proposed subject, including the speaker's experience, training and expertise;
- b. the educational value of the proposed program or address; and
- c. whether the proposed presentation, in the context of the teacher's overall instructional program, is consistent with the standards of Academic Freedom and Responsibility contained in Section 1.0 above. If the proposed guest speaker meets all of the criteria of 1.0 and 1.1 except 1.0 c., the proposed presentation may nonetheless be approved if the overall presentation in question adequately presents the opposing points of view (e.g., by providing a balancing advocate speaker, film, etc.).

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

The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the Cluster Leader.

1.3 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article X, Evaluation and Discipline.

2.0 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

- a. If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a teacher on special assignment for that purpose).
- b. If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but the District shall be deemed a licensee (without

fee) for purposes of internal District use only (e.g., classroom teacher, in furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to the District).

c. If the materials were developed by the employee independent

of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).

d. Before an employee or the District utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b and c above.

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

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\*The principal references for grading procedures and criteria are:

a. Guidelines for Instruction, Secondary School Curriculum Administrative Directives and Curricular Information, Office of Instruction SC-863.1, pp. 87, 88, 91

b. Guidelines for Preparing Student Progress Reports to Parents Elementary Grades, Publication No. EC-537 (Rev.)

c. Marking Practices in Relation to Attendance (Grades 7-12) Bulletin No. 10, Office of Associate Superintendent, Instruction

d. Roll Book for Junior and Senior High Schools, Form 34-H-1

e. Reporting Student Progress (K-6) Bulletin No. 24 (Rev.) Office of Associate Superintendent, Instruction

## ARTICLE XXVI

### MENTOR TEACHER PROGRAM

Note: Some of the provisions for this Article are superceded by the Site Selected Mentor Teacher Program agreement.

1.0 General: The Mentor Teacher Program is intended to provide incentives for highly talented classroom teachers to retain their classroom assignment while providing instructional leadership, assistance and guidance to new/inexperienced teachers. Throughout this Article the term "new/inexperienced teachers" will be used in reference to the probationary, intern and non-permanent teachers who are recipients of Mentor Teacher services. It is recognized that this Program is not to be regarded as a definitive identification of the District's most outstanding teachers; the limited State funds allocated to the District for the Mentor Program preclude recognition of many outstanding teachers serving in the District.

1.1 It is understood that the Program is funded primarily by special State support and that the District must comply with the State requirements governing the Program. This Article is therefore intended to be interpreted and enforced in compliance with State requirements. The District reserves the right to terminate or modify the Program at any time in response to State-imposed changes, but shall promptly negotiate with UTLA the effects of such decisions.

2.0 Budget: If the State reduces its support funding below the present minimum amount of \$2,000 per Mentor, or if the District wishes to provide supplemental funding, the parties shall reopen this section for renegotiation (without it counting as one of the limited annual reopeners).

3.0 Mentor Selection Committees: In each of the District's geographic regions, there will be an elementary selection committee. There will be single District-wide committees for the Middle Schools Unit, Senior High Schools Division, and Special Education Division. Each of the Committees is to be comprised of six teachers and five administrators. Classroom teachers serving on committees must have not less than ten years of teaching experience, and shall be elected in separate elections by the teachers from their region, grade level or division. All committee members shall serve three year terms. If unable to serve the entire term, they shall be replaced with the applicant who received the next highest vote in the election for that seat. Selection Committee candidates are not eligible to serve as a Mentor during their candidacy and committee service.

3.1 Selection Committees are responsible for assessing Mentor Teacher applicants and making nominations of Mentors and alternates to the Board

of Education. The Board shall appoint from among the nominees submitted by the Committees.

3.2 Selection Committee Members shall follow the uniform procedures (Selection Committee Guidelines). Said guidelines have been developed through a cooperative effort between District and UTLA representatives.

4.0 Mentor Applicants: Any classroom teacher who meets the following qualifications is eligible to apply for the position of Mentor Teacher:

- a. Holds a valid California teaching credential;
- b. Has achieved permanent status;
- c. Has provided direct instruction to students during three of the past five years as a register/rollbook carrying teacher or has provided direct instruction to students for a minimum of 3 hours/periods per day during three of the past five years;
- d. Has demonstrated evidence of effectiveness in classroom management, discipline, directed instruction and communication with peers;
- e. Has received satisfactory performance ratings for the last three evaluations;
- f. Has not received any Notice of Unsatisfactory Service or Act in the prior five years of service;
- g. Is willing to transfer without qualification to other geographic regions with the greatest numbers of non-permanent teachers; and
- h. Possesses additional qualifications pertaining to training and experience, professional qualities, professional growth, and human relations skills.

4.1 Application screening procedures for the Mentor Teacher Program shall be consistent with applicable guidelines.

4.2 A person completing the non-confidential reference form for a Mentor applicant shall concurrently provide a copy to the applicant. Applicants shall also have the right at any time to view any non-confidential documents in their Mentor Application files.

5.0 Term of Mentor Service:

- a. Mentors shall be appointed for a term of three consecutive years. They may apply for re-appointment, using the appropriate application process.
- b. Appointment or re-appointment decisions lie within the sole discretion of the Selection Committees and Board of Education and are not grievable.
- c. If an employee is removed from Mentor status for "cause" during the course of a three-year term, the removal shall be grievable. Such removal can be ordered only by a District level or Cluster Leader level administrator rather than the site administrator. Removal from Mentor status for "cause" will be governed by the same standards as removal from the Urban Classroom Teacher Program, i.e., a teacher who meets or exceeds the regular performance

standards for teachers could nonetheless be removed from mentor status because Mentor functions were not "successfully" performed.

6.0 Assignments of Mentors: Mentor Teachers must serve wherever needed by the District. Some are to be assigned in each of the District's regions, but 75% shall be assigned to the regions with the greatest concentrations of new/inexperienced teachers.

6.1 Newly appointed Mentors shall be subject to the following assignment procedures:

a. At the end of the spring semester the District will project its Mentor staffing needs, place Mentors at their current schools if it is determined that additional mentor positions are to be filled at those schools, and develop a tentative list of anticipated priority openings to be filled by Mentor transfers.

b. This list will be distributed to all Mentors to enable them to interview and seek assignments which are satisfactory to the teacher, the receiving school and the Cluster office. All transfers are to be made by the District's Cluster offices pursuant to Article XI, Section 2.0. Rather than cause a displacement, Mentors will be assigned to openings. However, when there is no opening in a school with an unusually large number of new/inexperienced teachers, displacement may occur in accordance with Article XI, Section 6.0.

c. Mentors who are transferred after reporting for duty to their previous assignment shall be permitted to use up to one day of released time to accommodate the relocation.

d. Mentors are exempt from displacement during their Mentor service and, except in compelling circumstances, shall be subject to only one transfer during any one Mentor term at the initiation of the District to meet Mentor Program needs.

e. Transferred Mentors shall have return rights to their original geographic region, including those whose Mentor status is lost due to curtailment or elimination of the Mentor Program.

7.0 Duties and Responsibilities: In general, the Mentor is to provide advice, help secure materials, ease the new/inexperienced teachers' transition into the District, share information about all aspects of staff development, and provide orientation to new/inexperienced teachers.

7.1 Mentor Teacher duties and schedules shall be determined on an individual basis in conjunction with their principal and the Cluster Leader or designee. Mentor Teacher duties may include, but not be limited to, the following examples of services to new/inexperienced teachers:

a. Provide orientation, conduct classroom visitations and observations, and ongoing assistance;

b. Demonstrate successful teaching and classroom management techniques. However, any teaching demonstrations in the classroom of the new/inexperienced teacher shall be by mutual agreement of the teachers and shall not be ordered by the administrator;

- c. Plan and lead staff development sessions and salary point project classes subject to Section 7.2;
- d. Develop class organization plans;
- e. Provide opportunities to exchange ideas with, and observe, other successful teachers;
- f. Assist in establishing, explaining, and achieving instructional goals and objectives;
- g. Assist in solving problems in curriculum, classroom management, or discipline;
- h. Share materials, curriculum developments, and teaching methods;
- i. Coordinate assistance with Department or Grade Level Chairpersons.

7.2 The above duties and responsibilities are to be directed primarily toward the new/inexperienced teachers. For example, Mentors should not be expected to conduct workshops designed for veteran teachers. However, nothing in the above is intended to preclude experienced teachers from voluntarily receiving incidental Mentor services or from attending any Mentor activities with the consent of the Mentor.

7.3 The District shall provide an opportunity for the Mentor Teacher Article XXX Subcommittee to participate in the development of a duties statement for Mentor Teachers who do not have mentees to serve.

7.4 Mentors are not to participate in the evaluation of teachers. In order to encourage a supportive professional relationship between teachers and Mentors, conversations between the teacher and the Mentor regarding the teacher's performance are to be treated as confidential and privileged. Subject to the foregoing, the fact that various Mentor services are provided shall stand as evidence that the District has provided part of its required program of assistance under Section 5.0 of Article X, but shall not satisfy all of the District's obligations under said section.

7.5 A reasonable effort shall be made to schedule, for the Mentor and the Mentor's assigned mentees, a common conference period in secondary schools and a common recess and lunch period in elementary schools, provided that such a schedule does not adversely affect the school's instructional program or negatively impact other employees.

8.0 Pay:

8.1 Mentor Teachers shall receive an annual stipend of \$4,312 (\$2,156 per semester) in addition to their regular salary. These stipends shall not be counted as salary or wages for State Teachers' Retirement System (STRS) purposes.

8.2 Mentors may not receive a coordinating, coaching or activity differential, but may participate in the Urban Classroom Teacher Program (UCTP) and the Bilingual Classroom Teacher Program (BCTP). Mentors also shall normally not be permitted to receive an auxiliary



teaching period assignment, except when program needs indicate a special need for such services and approval has been obtained from the Cluster Administrator.

8.3 Released time and pay for Selection Committee activities shall be continued consistent with the practice in effect during the 1985-86 school year.

9.0 Miscellaneous:

9.1 The District shall make a reasonable effort to minimize and standardize paperwork and reporting obligations related to the Mentor Program. The Mentor Teacher Program Unit shall meet with the Mentor Teacher Article XXX Subcommittee to review and/or develop forms and recordkeeping obligations related to the Mentor Teacher Program and to review and/or develop training programs for the Mentor Teacher Program.

9.2 In order to maintain continuity of instruction when Mentors or Selection Committee members are on released time, the District will make a special effort to honor substitute name requests.

9.3 A Mentor Teacher Advisory committee shall exist, comprised of two members from each region (one elementary and one secondary), Senior High Division, and Special Education Division. Members of this committee shall be elected by their Mentor peers in their Region/Unit/Division. The three-member UTLA Subcommittee (see Article XXX) may also participate in all such meetings.

9.4 The Mentor Teacher Article XXX Subcommittee shall continue to meet to discuss and evaluate the implementation of the 1995-97 site-Selected Mentor Teacher Pilot Program and by April 15, 1997 shall make recommendations regarding such program for the 1997-98 school year.

## ARTICLE XXVII

### SHARED DECISION MAKING AND SCHOOL-BASED MANAGEMENT

1.0 General: This Article addresses two critical issues in local school governance: 1) "shared decision making"--which refers to how certain local policy decisions are made at the school site, taking into consideration the respective interests, roles and responsibilities of the site administrator, the faculty, the parents/community, students, and other employees, and 2) "school-based management"--which refers to the nature and scope of policy decisions to be made at the local school level as compared to the central District level, in an effort to reform or restructure the operations of the local school.

2.0 Shared Decision Making--Local School Leadership Councils

2.1 Composition: Local school leadership councils shall be established to perform the functions described in Section 2.0. The number of members of each local council shall be determined in accordance with the table set forth below. 50% of the Council shall be comprised

of the UTLA Chapter Chair and certificated employees elected by the certificated bargaining unit employees at the site; the other 50% shall be comprised of the principal, elected parent/community representatives, an elected non-certificated employee representative and, at the secondary level, a student representative. On the councils the number of parent/community representatives shall be as follows:

Council Size	Number of Positions
16	5
14	5
12	4
8	2
6	1

Such representatives should be elected specifically to serve on the Council. Within these parent/community positions there is a special guarantee for parents, pursuant to Section 2.9e below. Only parents and community members and non-certificated District employees (including TA's) shall be eligible for election to the positions allocated to parents and community. Certificated District employees are not eligible for election to such positions. In secondary schools, the student leadership class shall either select the student representative to the Council, or may establish the process by which the student representative is determined. All elections of Council members shall be jointly supervised by the principal and UTLA Chapter Chair, and the applicable procedures are set forth in Sections 2.8 and 2.9 below. In the event

of any change in the size of a council the basic 50-50 ratio shall be maintained. The number of members of local school leadership councils (including the principal and UTLA Chapter Chair who shall serve as co-chairs of the Council) shall be as follows:

- a. Regular Elementary schools (K-6)
  - over 1000 students 14
  - 1000 students to 500 12
  - Less than 500 students 8
- b. Regular Junior high/middle schools 16
- c. Regular Senior high schools 16

d. Small Schools--are defined as follows, and shall have the size of school leadership council indicated, unless the principal and Chapter Chair jointly determine that a larger or smaller council is appropriate:

Size of School	Size of Council
6 or fewer teachers	6 (3 teacher reps)
7-15 teachers	8 (4 teacher reps)
16-25 teachers	12 (6 teacher reps)

When the Council is limited to 6 positions, the principal, UTLA Chapter Chair and parent/community representative shall determine whether the sixth seat is to go to a student representative or to a representative of the classified employees.

e. Children Centers--When there are more than 3 teachers at a center, the rules for small schools shall apply. See d above. In determining the size of the center's Council, all teachers working at the center will be counted regardless of the number of hours worked. When there are 3 or less teachers at a center the size of the council will be determined by the site administrator and the Chapter Chair (council co- chairs), subject to the 50-50 ratio; in the event the co-chairs cannot reach agreement on the size or composition of the Council, the dispute shall be submitted to the co-chairs of the Central Council for resolution.

f. Special Education Schools--are to have their own site councils following regular K-12 pattern, but combined secondary-elementary programs are to use the secondary system.

g. Magnet Schools and Centers--are to follow the above regular K-12 pattern if they do not share the site with another school. When located on the

same site as another school, magnet programs are to have available the three options listed below; the option to be chosen is to be determined each year by the principal in charge of the magnet and the magnet's UTLA Chapter Chair, after consultation with the faculty and parents of the affected magnet program.

Option 1: The magnet school will have a separate and independent Local School Leadership Council. In such cases the rules of size and composition shall be as provided in paragraphs a. through d. above. There shall be coordination of common issues and concerns between this Council and the Council serving the other school(s) on the site, and joint meetings conducted with respect to subjects which require a common approach. This Option 1 shall apply unless the principal and Chapter Chair agree that Option 2 or 3 is preferable.

Option 2: Elect a magnet Council pursuant to Option 1 and have it function as a separate council for issues which are unique to the magnet program, such as the local magnet budget. However, that Council would select one elected teacher representative and one elected parent/community representative to become additional permanent members of the host school's

Leadership Council, with the intention that issues common to the magnet program and the host school would be determined by the augmented Leadership Council. If a school has more than one magnet and decides to exercise this option, the total size of the school council would be increased by two additional members representing each separate magnet. The magnet representatives to the host school's Leadership Council would also be supported by an alternate delegate from the magnet's Leadership Council.

Option 3: A third option is to have a single-wide council representing both the regular school program and any magnet centers that opt to be a part of the school-wide council. In this case, the size and make-up of the council would be pursuant to paragraphs a through d above, and there would be no separate magnet council and no augmentation of the size of the regular council. Magnet teachers, parents/community, students and classified personnel would be eligible to participate along with the constituents of the host school. If a school decides to select the third option but did not elect their Council on a school-wide basis, a new election would be conducted.

If a situation involves a common site and also happens to involve the same Chapter Chair serving both programs, the Chapter Chair may serve on both or may designate an alternate to serve on one.

h. [Itinerant employees--initially may vote proportionately at assigned schools (see Section 2.2 below); future status will be determined in ongoing discussions between District and UTLA.]

i. Adult Education--(Includes Occupational Centers, Skill Centers, and Business/Industry Center)--a Leadership Council shall be formed for each administrative unit which shall encompass all locations, branches and offices which report to that school's or center's principal. Council size shall depend upon the school's size as follows:

- |                           |    |
|---------------------------|----|
| - fewer than 500 students | 8  |
| - from 500-1000           | 12 |
| - from 1001-1500          | 14 |
| - more than 1500          | 16 |

For purposes of community voting the election area shall be the high school attendance zone within which the Adult Education school is situated. Occupational Centers, Skill Centers, and Business/Industry Center shall, for purposes of community voter eligibility, be deemed District-wide. In the Adult Education programs, adult students shall be eligible to vote for the community council seats, and a student candidate shall be guaranteed at least one of the community seats on each Council (see Section 2.9e for the mechanics of this guarantee). Because most Adult Education students are adults and parents, the special guarantee for parents (as compared to community--see 2.9 e) is not applicable. However, parents of students concurrently enrolled in the regular K-12 and adult programs, shall also be eligible to vote and serve as community representatives on the Adult Education Council. For purposes of voting by teachers, each teacher employed within the adult school/center shall have one vote, without

regard to number of hours assigned. Similarly, students and parents/community shall have one vote each, without regard to number of instructional hours. Adult Education elections of faculty representatives shall be conducted at the annual organizational meeting which is conducted before the Fall term.

2.2 Itinerant Personnel in Health and Human Services and Special Education Local District Advisory Committee The District agrees that the Local District Superintendent or designee establish a meeting schedule with representatives of itinerant personnel selected by UTLA in Health and Human Services and Special Education in each local district in order to participate in and make recommendations regarding local district issues and concerns. Meetings should be held a minimum of once every two months.

2.3 Alternates: There shall be two "alternate" Council members elected designated for the categories of teacher, parent/community representative, student, and classified. Administrators and Chapter Chairs shall designate one alternate. In year-round schools, additional alternates may be selected so that there can be a full complement of representatives for each category for any one time. Alternates shall be permitted to attend and participate in any council deliberations, and may vote if their regular representative(s) are absent.

2.4 Functions And Responsibilities: The local school leadership councils shall consider all points of view and shall solicit the advice and counsel of parent organizations, other employee groups and all other interested parties. The local councils shall have the following functions and responsibilities:

- a. Participation in shared decision making training. It is recommended that they participate in training prior to beginning their decision-making.
- b. Determination of the following matters:
  - (1) Staff development program
  - (2) Student discipline guidelines and code of student conduct
  - (3) Schedule of school activities and events, and special schedules (e.g., final exam schedules and schedules designed to accommodate additional preparation time for elementary teachers). For purposes of this paragraph, "schedule" shall include, but not be limited to, a determination by the Council of what activities shall take place. The Council shall not have authority over the scheduling of school activities and events mandated by the Board of Education.
  - (4) Guidelines for use of school equipment, including the copy machine
  - (5) The following local budgetary matters:
    - (a) Instructional Material, account 4170
    - (b) Lottery Funds, account 5381

- (c) School-Determined Needs, account 3986
- (d) State Textbook and Related Material, accounts 4111, 4152 and 4267
- (e) Year-Round School Incentive Discretionary Funds
- (f) Student Integration Program Discretionary Funds
- (g) Instructional Material--Special Education Schools Account 2544 (for Special Education School Councils only)

In making determinations in the matters listed above, the local school leadership council operates within the same set of powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion in the above areas may be imposed only by action of the Board of Education. In addition, all determinations shall be consistent with applicable laws, regulations, and collective bargaining agreements. Councils in Alternative Schools shall have the scope of their decision-making determined by the Board policy applicable to their special programs rather than being limited to the above five subject matters.

The focus of local council activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans. The local council shall not be obliged to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily.

c. These local school leadership councils are expected (but not required--see above) to supplant the previous local school planning committees dealing with lottery funds, student discipline, staff development or any other matters listed in b. above; however, the new council shall not supplant other existing councils and committees which operate in subject matters beyond those listed in b. above (e.g. School Advisory Councils) or which have an independent statutory basis (e.g., Chapter I Councils, Bilingual Advisory Councils, or S.I.P. Councils).

d. The site administrator shall maintain an up-to-date file containing all District memoranda, directives and bulletins governing Local School Leadership Council activities and make it available to the Chapter Chair upon request.

2.5 Decisions: The attainment of consensus whenever possible shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies which are established by the local Council. Only if consensus cannot be reached shall decisions on the matters set forth in Section 2.4b be made by majority vote. In order to be resolved by vote at the meeting in the event consensus fails, the meeting agenda (see Section 2.6 below) must have identified the proposed action with sufficient particularity that the Council members could have, prior to the meeting, meaningfully consulted with all interested parties with respect to the specific action under consideration, as provided in Section 2.4 above. The vote required shall be a majority of those committee members present at the meeting. With respect to procedures governing voting matters, Robert's Rules of Order shall be applicable to issues not addressed herein. The site administrator shall ensure that all policy

decisions of the Local School Leadership Council are reduced to writing and communicated to all staff and school community.

2.6 Agenda: An agenda shall be prepared by the co-chairs of the Council and distributed at least five working days prior to each council meeting. Agenda items and supporting documents may be submitted by any committee member, at least 24 hours prior to preparation of the agenda.

2.7 Meetings: Members of the local councils could expect to attend the equivalent of two one-hour meetings per month. Alternate meetings will be scheduled for the convenience of the parent and community representatives.

a. At the secondary level, the local school shall, insofar as practical, schedule teacher members of the local Council so as to provide a common preparation period. Alternate meetings shall be scheduled during such period. Paid class coverage, if available, will be provided on meeting days for any teacher members having teaching duties during such period.

b. At the elementary level, at least one of the monthly meetings may be scheduled during the 30-minute duty-free period.

c. Meetings of Leadership Councils in Adult Education and Children Centers shall be scheduled at a mutually convenient time, and if there is no time mutually convenient to the Council members then the meetings shall be held at alternating times to meet the convenience of the teacher and community representatives.

d. All meetings of the local councils shall be exempt from the faculty meeting limitations of Article IX, Section 4.2

2.8 Election Procedures for Employee Representatives:

a. Secret ballot elections shall be conducted for the certificated and non-certificated employee seats, following similar procedures. (1) Faculty representatives on the council are to be elected on an "at large" basis by the regular contract certificated employees assigned to the site with itinerant employees voting on a proportional basis corresponding to the number of days per week served at the site. (2) Non-certificated representatives shall be elected on an "at large" basis, with all non-certificated employees (including TA's) regularly assigned to the site having an equal vote.

b. The nomination process shall be open to all eligible voters assigned to the site. Nominations shall be either submitted by the nominee or with the written consent of the nominee.

c. Election notices shall be posted and distributed among the employees at the site, and mailed to the homes of off-track employees.

d. Elections for each year's term of office shall be as follows: Secondary teachers' elections are to be in May before the secondary master schedule is established; elementary teacher elections are to be in late spring after assignments for the next year have been tentatively set. The non-certificated employee elections are to be no later than the first school month of the school year (July/August for Year-round, September/October for Traditional). Any elections for alternates and/or replacements (including teachers) are also to occur during the first month of the school year. However, schools which wish to conduct elections on Back-to-School night may delay the elections until that date. The term of office for Council members is to be October 15 to October 14 in traditional calendar schools, and August 1 to July 31 in year-round calendar schools. Subject to the approval of the existing Local School Leadership Councils, elections of secondary, elementary, non-certificated employees, and parent/community representatives for each year's term of office at single track common calendar 90/30 schools shall be conducted before September 23. Any elections for alternates and/or replacements (including teachers) are also to occur before September 23 through September 22. Multitrack year-round schools' elections must be held and finalized prior to July 31. The term of office for Council members in these schools shall be August 1 to July 31. See Section 2.1 for special rules affecting Adult Education elections.

e. Local schools may lengthen the terms of membership (from one year to two years) on Local School Leadership Council, subject to the following procedures:

(1) Such a decision could be made only upon affirmative recommendation of the School Leadership Council and approval of the Principal and the UTLA Chapter Chairperson.

(2) In order to achieve staggered terms, a plan may include a phase-in period whereby some positions are initially one year and others are two-years.

(3) Procedures for implementation must be reduced to writing and published prior to any new elections, and a copy retained for public information in the school office.

(4) Any elected members must be able to complete their full

term of office.

(5) Schools must at all times comply with the guarantees of the minimum number of parents as per Section 2.9e, below.

## 2.9 Election Procedures for Parent/Community Representatives:

a. Voter Eligibility for parent/community elections shall be based upon any one of the following criteria:



(1) Parents of a pupil attending the school, including natural or adoptive parent, legal guardian, or other person having primary responsibility for the support and welfare of the pupil;

(2) Adult residents of the school's attendance area;

(3) Adults whose primary place of employment is within the school's attendance area (this includes non-certificated employees of the District);

(4) For schools which do not have a designated attendance area (e.g., magnet programs), their election area shall be the high school attendance area within which the magnet is situated;

(5) When pupils are transported to the school from another attendance area (e.g., PWT or CAP receiving) the election area for categories 2, 3 and 4 above shall be expanded to include those from the sending school area;

(6) Certificated personnel employed by the District are not eligible to vote except when they qualify as a parent under category 1 above;

b. Nominations: Are to be submitted in writing two working days prior to the election, or may be submitted from the floor at the election meeting. Nominations shall be either submitted by the nominee or with the written consent of the nominee. Nominees are not subject to any residency or employment requirement, but in order to qualify for the minimum guarantee for parents as provided below, they must meet the definition of parent as provided above. Certificated employees of the District are not eligible for nomination.

c. Election Notices: Shall be sent home with students, and submitted to local newspapers serving the areas affected. The notices are to be mailed to the homes of off-track students.

d. Sign-in: At the election meeting there shall be a sign-in procedure, where each voter shall disclose appropriate information indicating eligibility and status (parent or community).

e. Ballot Procedure: The parent/community representatives are to be elected, during the first month of the school year (July/August for Year-round, September/October for Traditional) by secret ballot among all attending eligible voters. All ballots are to be submitted in sealed secret ballot envelopes, and enclosed within another envelope on which the voter will print his or her name and address. The ballots shall be collected and placed in the large envelope provided for this purpose. This envelope shall be sealed and the principal and Chapter Chair shall sign their names over the seal. The ballots shall then be secured in a safe place for five working days before being counted. The five day period is intended to permit any voter eligibility issues to be raised and resolved prior to the vote count. For this purpose the voter sign-in sheets shall be subject to review by any interested person. The vote count shall occur at the time announced at the election meeting, and shall occur in the presence of any interested persons who wish to attend. Prior to the vote count the sealed secret ballot envelope shall be separated from the envelope which carries the voter's name and address, and inter-mingled

with the other secret ballot envelopes. Then, the ballots shall be removed from the secret ballot envelopes and counted. The nominees who received the greatest number of votes are to be

declared elected, with the two who receive the next greatest number of votes

elected as alternates, except that in no event shall there be fewer parents\* than the following (depending upon size of the Council):

3 out of the 5 parent/community positions

2 out of the 4 parent/community positions

1 out of the 2 parent/community positions

1 out of the 2 alternate parent/community positions

f. Disputes: The Principal and Chapter Chair shall determine any disputed eligibility issues using the above criteria, and shall also be primarily responsible for resolving any disputes relating to election procedures. If they are not able to resolve a dispute acceptable to the involved parents/community, the dispute shall be referred to the co-chairpersons of the central council for final determination. Said co-chairpersons may delegate this authority. Disputes relating to this Section 2.9 are not subject to the grievance procedures of the LAUSD/Agreement.

\*As defined in a.I above. These guarantees are minimums, not maximums. If necessary to meet this minimum number of parents, the parent nominee(s) who received the next greatest number of votes are to be declared elected. The election results and ballots are to be retained on file by the school office.

### 3.0 School-Based Management

3.1 UTLA and the District shall each designate one person to oversee the implementation of the functions described below.

a. Study of shared decision making (SDM) and site based management (SBM), and other reform programs

b. Development of SDM and SBM training programs and other mutually agreed upon programs.

c. Development of SBM program guidelines, recognizing the need to reconcile the concepts of local autonomy, self-determination and local diversity with the potentially conflicting concepts of accountability, standards and coordination.

d. Information sharing.

3.2 A local school decision to embark upon the development of an SBM plan requires a two-thirds vote of the certificated bargaining unit employees at the site, and concurrence of the principal followed by immediate involvement and full participation of parent and community representatives. Also, before the eventual local proposal for a SBM plan can be submitted for review/preliminary approval, it must have the formal approval of each of the three: certificated bargaining unit employees at the site, the principal, and the parents/community. Also, any such SBM proposal must contain statements of accountability and anticipated positive impact upon student achievement. All SBM plan approvals are to be conditional, and of a specific duration so as to permit future monitoring, review and revision. Other SBM requirements:

(1) Each SBM school shall continue to comply with all laws, contracts and District policies and directives, except to the extent that any proposed variations have been specifically identified in the Plan and any appropriate local option waivers have been obtained. There are no implied waivers. For example, a waiver permitting a new local school employee selection process does not waive the laws and policies governing non-discrimination and affirmative action. Similarly, a waiver permitting a change in name of a school's leadership council changes the name but does not change that council's authority unless so specified in the Plan.

(2) All local options/waivers are subject to review annually. Any substantive changes to an approved Plan must be adopted in compliance with the School-Based Management Guidelines dated April 30, 1990.

(3) The School's SBM Plan shall not be interpreted or applied so as to impose any additional costs or funding obligations upon the District.

(4) Approval of a school's proposed SBM Plan is not to be regarded as precedent for other schools or for Plan renewal at the applicant school.

(5) Peer evaluation is subject to Article X. Any applicable State waivers and other provisions may be jointly determined by UTLA and the District. Before any peer evaluation may be implemented, teachers serving as evaluators must have completed the prescribed hours of training, unless State waivers have been requested and approved. Service as evaluator must be voluntary, and if it is paid, the school's proposal must specify the source of funds to be used for payment. District forms currently in use must be utilized. The school's peer evaluation plan must be reduced to writing and submitted to the union and the District for review prior to implementation.

(6) All employees new to the site and all prospective employees being considered for positions at the site are to be provided a written copy of the approved School-Based Management Plan including all related waivers. It is the responsibility of the site council to assure that all site employees are aware of the Plan and related waivers.

a. Monitoring of SDM at the local sites.

b. Monitoring of SBM at the local sites.

3.4 Conflicts with Board Policy, the Collective Bargaining agreement or Conflicts with applicable Law and Regulations in LEARN Schools. It is recognized that SBM is an innovative process and that proposals may be considered which conflict with current Board of Education policy and/or current collective bargaining and/or applicable law and/or regulation agreements. In the event there is a conflict between Board Policy and/or a collective bargaining agreement and a SBM proposal, the District and UTLA shall each consider at their discretion whether a waiver or a change in the conflicting policy or agreement is appropriate. Any decision of a SBM school which is in conflict with any state or local law or regulation shall be null and void, unless, with the agreement of the District and UTLA, a waiver or exemption has been obtained.

## ARTICLE XXVIII

### SAFETY

1.0 General: With faculty participation, each site shall develop (and annually review) its School Emergency Operations Contingency Plan and current Safe School Plan (see Bulletin No. 53, Office of School Operations) for distribution to each employee. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by the plan shall take place.

1.1 Each site administrator shall keep employees informed as to the responsible person(s) at the site for purposes of dealing with safety problems which may arise, and particularly for situations arising when the site administrator is not available.

1.2 Each school plan shall publicize and implement policy guidelines for suspensions or recommendations of expulsion for causing serious injury to another, possession of any lethal weapon, explosive, unlawful sale or possession of any controlled substance, robbery or extortion.

2.0 Employee Responsibility: Employees shall immediately notify site administration of any unsafe or hazardous conditions at the site. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees and themselves.

3.0 Special Grievance Procedures: If, after giving notice to the site administration, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Step One time limits of Article V). Within two (2) days of receiving the grievance the site administrator shall meet with the grievant in an attempt to resolve the matter, and by the end of the day next following that meeting the administrator shall issue a written response to the grievant. If the response does not resolve the matter, the grievant may within three (3) days file a written appeal with the appropriate Cluster Leader. Within three (3) days after receipt of the appeal the Cluster Leader (or designee) shall hold an appeal meeting to discuss the matter and shall announce a decision by the end of the day following. The

announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the administrator's appeal decision is announced, UTLA must, if it wishes to arbitrate the matter, notify the District of its intention. UTLA and the District shall then select an arbitrator and calendar the dispute for expedited arbitration pursuant to Article V, Section 15.0. In view of the District's limited available funds and the need of the District to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether or not an unsafe or hazardous condition exists, and no other remedy shall be requested or ordered.

4.0 Safety Committee: A District Safety Committee shall be established with District and UTLA representatives. The latter will be released pursuant to Article IV, Section 4.0. This committee shall review safety policies and rules relating to school violence and personal safety, which are of general application to unit employees District-wide, and discuss possible additions or revisions thereto. Except in situations requiring immediate action for health and safety reasons, the District shall, prior to implementation of new or revised safety policies and rules, discuss them in this committee.

5.0 Emergency Closure: In the event a school is closed due to an emergency, the employees shall, typically, be reassigned on a temporary basis to another location. If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.

## ARTICLE XXX

### SPECIAL COMMITTEES

Three member subcommittees as designated by UTLA shall meet periodically with the District administration responsible for the following areas to discuss matters of concern. In addition, these groups are to function as subcommittees of the negotiating teams during contract renewal negotiations, with the understanding that they may draft preliminary recommendations for consideration by the parties' full negotiations teams. UTLA and the District may designate one or two members of their respective negotiations teams to participate in any such meetings. The designated subject areas for these special committee meetings are:

1. Adult Education
2. Bilingual
3. Children's Centers
4. Counselors
5. Traveling Music Teachers
6. Librarians
7. Mentor Teachers
8. Psychologists
9. Special Education
10. Substitutes
11. Multitrack Schools
12. Others may be added by mutual agreement as special needs arise

## ARTICLE XXXI

### MISCELLANEOUS

1.0 Counseling Services: All employees who perform educational services as defined in Education Code Section 49600 must hold a valid Pupil Personnel Services (PPS) credential. Unless mutually agreed to by the parties, the District shall not allow non-PPS credentialed employees (e.g. "advisors") to perform counseling duties. However, employees performing educational counseling services as of January 1, 1987 shall be permitted to continue with such services if so assigned, but shall be limited to one or two periods of counseling duties, if they have not yet obtained a PPS credential. Also, Education Code Section 49600 permits employees who do not possess the above credential to perform certain advisory services, but only if supervised by a credentialed educational counselor in an organized Board-approved advisory program. Any advisory program to be implemented by the District must be agreed upon by both UTLA and the District.

#### 2.0 Department and Grade Level Chairpersons:

2.1 Department/grade level chairpersons (and their assistants in multitrack programs who serve when the chairperson is off-track) shall, if the affected employees desire, be elected annually by the employees in the department or grade level, excluding substitutes and contract pool teachers. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and in secondary schools shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the secondary shortage fields identified by the District (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two previous years. In secondary schools, the vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools. For voting purposes in elementary schools, combination classes shall be deemed to be at the grade level of the majority of the students in the class. Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions.

2.2 Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the department's budget funds, establishment of the department's class offerings, assignments of department members to specific classes, and balancing department classes pursuant to Article XVIII, Section 4.0 (Class Size).

2.3 Special Education Department chairs shall be provided with a copy of the Special Education resource notebook containing all pertinent Division bulletins.

2.4 House leader at the Middle School shall be permanent teacher if

practicable.

3.0 Suspension or Reassignment Due to Mental Incompetence: The District shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.

4.0 Facilities for Support Services Employees: The District and UTLA recognize that in many schools the facilities available to visiting employees (such as school psychologists, elementary counselors, nurses, audiometrists, audiologists, and PSA Counselors) have been considered inadequate by the visiting employees. The District shall upon request consult with UTLA regarding these problems.

5.0 Mileage: Mileage reimbursement shall be at the .325 IRS rate.

6.0 Special Education Facilities: When locating and utilizing classrooms and facilities the District shall make a reasonable effort to avoid segregation of handicapped and special education students from regular program students.

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

7.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school site.

8.0 Student Interaction Program Camp Counselors: Such personnel shall receive an additional hour of pay at their regular hourly rate for each day they are assigned at the camp site for a 24-hour period, and if they serve the entire camp week at the camp site they shall receive five (5) hours even if the last day was not a full 24-hour day.

9.0 Procedures Relating to Alleged Child Abuse: When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:

a. As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).

b. Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the principal, the employee, and the parent/guardian.

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

11.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.

11.1 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation.

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

a. For identified handicapped staff members and for handicapped visitors as provided by law.

b. For the school nurse, near the school entrance.

c. No more than two spaces in elementary, three spaces in secondary, and three spaces in adult schools shall be reserved for staff having official school business requiring individuals to leave the school premises and return during school hours on a specific day.

### 13.0 Five-Year Out of Classroom Assignment Limitation

a. School Site Out-of Classroom Assignments

(1) There is a five-year limit on out of classroom assignments. (A bargaining unit member whose assignment requires direct instruction to or supervision of students at least 50% of the time is exempted from the five-year rule.) Bargaining unit members who fill these positions will do so utilizing Article XXXI, Section 14.3 a-d.

(2) Individuals who have completed their five-year term and wish to extend their out of classroom assignment must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to continue. If the incumbent receives the



approval of 2/3 of the people voting, the incumbent will qualify to become a candidate to fill the position previously held.

(3) In the subsequent secret ballot election for the position, any

candidate (including the incumbent) who receives a simple majority of those voting shall be considered elected and the five-year limit will run from the effective date of the reassignment.

(4) Any incumbent named in a grant, and whose compensation is at least 50% funded by that grant, shall be exempted from the five-year rule.

b. Non-School Site Out-of-Classroom Assignments - All bargaining

Unit employees who are assigned to nonschool or nonclassroom assignments (excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule), shall not be permitted to continue in such positions for more than five (5) years. There is no assurance of a minimum length for such assignments. On completion of such an assignment, the employee shall not, for a minimum of two (2) years, be eligible for succeeding nonschool or nonclassroom assignments. For employees currently in such assignments, the five year period begins July 1, 1993.

(1) The five-year term limit will remain in effect.

(2) Terms of service will be staggered. The appointing authority will inform all incumbents who will reach the five-year limit by June 30 of the following year, of this fact as soon as possible.

(3) Exceptions to the Five-Year Limit as Determined by the Selection Panel

(a) An incumbent named in a grant and whose compensation is at least 50% funded by that grant, is exempt from the five-year rule.

(b) No other candidate is qualified to fill the position or there are no other applicants for the position. The District will be required to publicize all affected position in the Spotlight or District Memoranda and with information provided by the District, in a timely manner. It will be at UTLA's discretion to publicize in the United Teachers.

(c) If a situation arises due to unanticipated retirement, resignation or termination and there is only one incumbent remaining, that incumbent may serve one additional year beyond the five year limit.

(d) The assignment requires direct instruction to or supervision of students at least 50% of the time.

(e) In situations other than 1-4 above if the incumbent is able to prove (demonstrate) to the Panel that there is no other open UTLA bargaining unit position within the LAUSD that he/she is able to assume.

(f) Any other exceptions to the above if mutually agreed to by UTLA and the District.

(4) Appeal Process - in regard to any challenged determination of qualifications will be made by the Selection Panel using the following steps:

(a) A determination is made that specific individuals have reached the five year limit. Incumbents named in a grant or who can prove they have no other position available (see 3e) are exempt.

(b) The district will publicize the positions available as specified in b(3) b above. If there are no other applicants for the position, the incumbent is exempt.

(c) The Selection Panel will review all of the applications for the position and the claimed exemptions in b(3) a and b. The panel, composed of 50% people appointed by District and 50% appointed by UTLA, will make a determination of who is qualified to fill the position. The incumbent may apply and must submit a written document in which the appointing authority indicates its desire that the incumbent continue in the relevant position.

(d) The Selection Panel shall determine whether any applicants other than the incumbent is qualified to fill the relevant position. If so, the Panel shall make an initial recommendation to the appointing authority. If the incumbent is not recommended by the majority of the Panel, the five-year rule shall apply. The final selection will be held pending the appeal.

(e) If the applicant recommended is not the incumbent, then the incumbent may file an appeal by sending a letter of not more than one page to the Chair of the Appeal Panel. The panel shall be composed of two (2) members selected by UTLA and augmented by a third person also selected by UTLA from the original Selection Panel and two (2) members selected by the District and augmented by a third person also selected by the District from the original Selection Panel. The augmented third panel member (UTLA and District selected) shall act as a resource only.

If no applicant files for a position currently held by a five year incumbent or a determination is made by the Selection Panel that the incumbent is to retain the position, the incumbent shall be granted a new five-year limit in the assignment.

(5) Adult and Career Education Disability Support Services Provisions. Due to the special circumstances which exist in the Division of Adult and Career (Occupation) Education, Program for adults with Disabilities' Support Services personnel are exempted from the five-year rule.

14.0 Election of Full Time School-site Coordinators: Bargaining unit elections for the positions of full time coordinators shall be conducted in the late spring prior to the preparation of the matrix of classes as provided in Section 14. 3 below. The school site administrator shall determine whether or not a Dean position shall be established at the school. The establishment of coordinator positions is determined pursuant to Section 14.2 below. Elections are required for coordinator positions in the following circumstances:

- a. The position must be paid on the Preparation Salary Table; and
- b. A coordinator position must be full-time; elections are not applicable to supplemental coordinators such as coaches, athletic coordinators, band, drama, etc; and
- c. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, the resulting part-time coordinators shall also follow the selection process in 14.3) and;
- d. The position does not involve carrying a rollbook; and
- e. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.

14.1 Job Description and Eligibility:

- a. The site administrator shall request that any eligible candidate for a full-time coordinator position submit a statement of interest in being a candidate for any available position. If fewer than two statements of interest are received from the school or location, the request for submission of statement of interest may be directed throughout all or part of the District. To be an eligible candidate, a teacher must have permanent status, must have received “meets standard” performance ratings and, in the immediately preceding four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act.
- b. An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment.
- c. Job descriptions for any specially funded coordinator positions shall be determined in the appropriate school-wide plan and/or by the appropriate funding source prior to the election.
- d. Prior to the election, job descriptions for other specially funded coordinators shall be reasonably determined by the school site administrator. Any

disputes regarding this determination shall be subject to the procedures specified in Article IX, Section 6.1 e and f.

#### 14.2 Determination of Whether There Shall Be Coordinator Positions:

a. Prior to this determination, the coordinator job description and differential (if any) shall be posted at the school.

b. Determination of whether there shall be categorically funded coordinators shall be made by appropriate statutory councils.

c. Determination of whether there shall be a coordinator position shall be made by a majority of all bargaining unit members at the school location except for coordinator positions in categorically funded and Adult Division authorized programs.

d. In the Adult Education Division the determination of whether there shall be a coordinator position at a school shall be made by the Assistant Superintendent.

(1) Determination shall be reached after submission of a joint recommendation made by the Principal and the Chapter Chair.

(2) In the event of disagreement each party may submit a recommendation.

(3) The Assistant Superintendent shall respond in writing to each party.

e. The following mandated subject areas in Adult Education may have full time coordinators: Elementary Basic Skills (Academic); Secondary Basic Skills (Academic); English as a Second Language, Citizenship, Parent Education, Programs for Older Adults, Programs for Disabled Adults, Vocational Education, Home Economics and Health. These positions shall be electable. In Regional Occupational Centers and Programs (ROC-ROP), departments large enough to warrant a full time coordinator may have full time coordinators and these coordinators shall be electable.

f. Except for coordinator positions in categorically funded and Adult

Division programs, any dispute regarding the determination of whether there shall be a coordinator position, shall be subject to the alternate grievance procedure as defined in Article V-A. Any resolution utilizing this alternate grievance procedure shall be applicable solely to the specific dispute and any decision shall be non-precedent setting.

#### 14.3 Coordinator Selection Procedure

a. The site administrator shall select from the candidates who

submitted a statement of interest one eligible candidate to serve in each available full-time coordinator position. The site administrator shall then make public the names of the candidates

who submitted statements of interest, and the name of the candidate selected to serve in each available full-time coordinator position.

b. Bargaining unit members shall vote by secret ballot in the Spring

prior to the preparation of the matrix, either to confirm or not confirm the candidates selected by the site administrator for each available coordinator position at the site. The election shall be jointly supervised and conducted by the site administrator and the chapter chair. Each member's vote shall be proportionate to the number of hours/days the voter is assigned to the school site. A majority of the votes cast shall either confirm or not confirm the nomination. At those school locations where there are both magnet and regular programs, each coordinator shall be elected annually by the bargaining unit members of any program they serve exclusively.

c. Election Procedures for Coordinators : If a candidate selected by the site administrator is confirmed by a majority vote (50% +1) in an available full-time coordinator position, the site administrator need not declare the position vacant and submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)

(1) If a candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single track school or 72 hours in a multi-track school.

(2) The site administrator and chapter chair shall seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year.

(3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of statements of interest, a two member team from the District/UTLA Dispute Resolution Panel will be dispatched and one of the two will resolve the issue within an additional period of three (3) days.(See below.)

(1) A Dispute Resolution Panel of eight (8) members, four members, or one-half of the Panel shall be appointed by the District Superintendent or designee and four members or one-half of the Panel shall be appointed by the UTLA President or designee will be formed. All appointments shall be made by March of each year and panel members shall serve for a period of one year. The parties shall make all reasonable efforts to select the members in good faith on the basis of perceived experience and judicious character. The size of the Panel may be adjusted by mutual agreement of the parties. The panel members shall be divided into teams of two members each, one member selected by each party. The parties shall use the same Panel to resolve disputes under this subsection and under Article IX, Section 6.1 (2) (i).

(1) A two member team from this Panel will be dispatched to a requesting school. One member of the team will be designated as the one to resolve the coordinator selection issue and make the determination for the school. This

responsibility shall alternate between the two team members. The second member of each team shall act in an advisory role in making each requested coordinator selection. They shall review all statements of interest submitted as in c.1 above, and be permitted to seek further information regarding the candidates from the school faculty prior to making the final decision.

(1) The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.

d. With respect to Adult Education Programs at any branch

locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site. Elections shall be conducted on the basis of one teacher one vote. A teacher working in more than one location shall have a vote at each location if that teacher is served by more than one coordinator.

(1) Full-time coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency.

(2) A full-time SIS Coordinator in Adult School shall be subject to confirmation until or unless that position is reclassified.

#### 14.4 Dean Election Procedure

a. Bargaining unit members at the school location shall annually

elect in the Spring prior to the preparation of the matrix, all bargaining unit member deans from among the qualified candidates who submitted statements of interest. Each vote shall be proportionate to the number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast.

b. All bargaining unit members at a school location with both magnet and regular programs shall annually elect each secondary school dean who services both programs.

c. At those school locations where there are both magnet and regular

programs, each dean shall be elected annually by the bargaining unit members of any program they serve exclusively.

#### 14.5 Filling Vacancies After Norm Day: If a vacancy occurs in a dean

or full-time coordinator position after norm day or the end of the fifth week of the semester or track, whichever is sooner, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester or track. Prior to the next semester or track, the procedures in Section 14.3 (full-time coordinators) and 14.4 (deans) above shall be utilized to fill the position for the next semester or track. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment.

15.0 Accountability: The District and UTLA agree to jointly develop an Accountability and Peer Review System for permanent employees which will include assistance and guidance for below standard performance and lead to either continued employment or, if indicated, appropriate discipline (including dismissal), and which will include student achievement as one factor, among others, in employee evaluations (with any peer review component of such a program subject to UTLA-membership ratification).

## ARTICLE XXXII

### TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2003, and thereafter extended on a day-to-day basis until terminated by either party upon ten (10) calendar days written notice.

2.0 Limited Negotiations: Nothing in this Article shall be read as preventing a party from reopening negotiations pursuant to the provisions of Article XIV, Salaries, nor shall this Article prevent the parties from, by mutual agreement, adding additional subjects for reopener negotiations. The District and UTLA agree to develop a procedure for identifying items that, after initial discussions, the parties decide are appropriate for negotiations and/or consultation during the life of this Agreement.

3.0 Negotiations for Successor Agreement: Negotiations for a successor agreement shall commence at the request of either party at any time after April 1, 2003.

4.0 Pre-July 1 Changes: The District and UTLA are aware of the individual employee annual contract year which begins on July 1 and ends on June 30 of each year, pursuant to the Education Code and applicable case law. It is the intention of the District and UTLA that the continuation of this Agreement past July 1 shall not make its terms a part of the individual annual contracts for the following school year so long as the Board, by formal action prior to July 1, sets forth any changes which it intends to implement (absent subsequent agreement with UTLA to the contrary). Such Board action shall be deemed effective as though fully implemented prior to July 1. UTLA and the District agree that (a) the District may take such action prior to the completion of negotiations even though the parties may not be at impasse at that time, and (b) UTLA has not waived its right to negotiate about such changes subsequent to the Board action.

5.0 The parties further agree that upon mutual agreement they shall meet on or about each anniversary date of this Agreement to discuss possible extensions of the Agreement and the terms thereof.

Article XXXII - Term of Agreement

The above is subject to ratification by the UTLA membership and to final approval by the Board of Education.

Date of Agreement: September 26, 1997.

Los Angeles Unified School District

United Teachers - Los Angeles

By  
Ruben Zacarias  
  
Superintendent

By  
Day Higuchi  
  
President

Adopted and approved by the  
on

Ratified by UTLA membership

Board of Education on

, 1997.

,1997.

By  
Julie Korenstein  
  
President

By  
Day Higuchi  
  
President

APPENDIX A

SPECIAL EDUCATION

BULLETIN NO. 29 (Rev.)

December 1, 1981



**SUBJECT: OPTIMUM CLASS/CASELOAD NORMS AND PROCEDURES TO OPEN, CLOSE OR RELOCATE SPECIAL EDUCATION SPECIAL DAY OR RESOURCE SPECIALIST CLASSES**

**I. Optimum Class/Caseload Norms**

**II. Procedures to Open, Close or Relocate Special Education Special Day or Resource Specialist Classes**

(This revision supersedes the bulletin of the same number issued on December 10, 1980. The content has been updated to reflect changes in recent legislation and District procedures. Note especially those changes in the optimum class/caseload norm table in ATTACHMENT A.)

**I. OPTIMUM CLASS/CASELOAD NORMS**

As a result of recent legislation (SB 1870, July 28, 1980), the California State Education Code has eliminated previous State mandated special education class sizes and Designated Instruction and Services (DIS) caseload norms. The Resource Specialist program is an exception, with a norm range of 24-28 pupils.

In order to provide guidelines for pupil placements and for the opening and closing of classes, optimum class/caseload norms have been developed (see ATTACHMENT A).

Optimum class norms may be exceeded by two pupils on a temporary basis when necessary to provide services to individuals with exceptional needs.

Note that pupils enrolled in Special Day Classes shall be provided with an educational program for the same length of time as the regular school day for a chronological peer group unless otherwise authorized and indicated on the Individualized Education Program (California Administrative Code, Title 5, Section 3431).

**Appendix A**

**II. PROCEDURES TO OPEN, CLOSE OR RELOCATE SPECIAL EDUCATION SPECIAL DAY OR RESOURCE SPECIALIST CLASSES**

A. Region coordinators, special education, or principals, special education schools, shall initiate/complete a "Request to Open, Close or Relocate Special Education Special Day or Resource Appendix A - Special Education Specialist Classes" form (Form No. SE-18, Revised 11/81). Quantities of the form are provided to the administrative area offices and special schools for that purpose.

- B. Area Coordinator, Counseling and Psychological Services, shall inform Area Coordinators, Special Education, when there is an identified need for additional classes.
- C. Program Coordinators, Special Education, shall be notified to provide technical assistance or to facilitate consolidation of pupils from two or more classes.
- D. A request to open a Special Day Class may not be based on an initial enrollment of less than one-half the optimum class norm (see ATTACHMENT A).
- E. Area Coordinators, Special Education, shall obtain the approval signature of the Area Superintendent; principals, Special Schools, shall obtain the approval signature of the Director, Special Schools. The Assistant Superintendent, Division of Special Education, shall approve or disapprove the request. A copy of the request, indicating approval or disapproval, shall be returned to the initiator. If approved, the Division of Special Education shall send copies to appropriate offices.

For assistance, please call Al A. Casler, Administrator, Special Education Programs in Regular Schools, at 625-6705, or Victor A. Signorelli, Director of Special Schools, at 625-6703.

APPROVED: JOSEPH P. LINSOMB, Associate Superintendent, Instruction

DISTRIBUTION:

Appendix A - Special Education

Division of Special Education  
Bulletin No. 29 (Rev.)

December 1, 1981

ATTACHMENT A

Optimum Class/Caseload Norms (a)

SITES			SERVICE	
Class/Caseload	9 Years	Categories	Regular	Special
Through	School	8 Years	and above	



RESOURCE SPECIALIST PROGRAM

x 24-28

DESIGNATED INSTRUCTION AND SERVICES

Adaptive Physical Education x x  
70

Audiology x  
x 115

Counseling x  
x 22

Deaf/Hard of Hearing x x  
12

Home Hospital n/a n/a  
10

Language/Speech Development & x x  
55

Remediation

Orientation & Mobility Instruct. for Blind x  
x 12

Physically Handicapped In Regular Class x  
38

Specialized Driver Training x x  
10

Visually Handicapped x x  
12

Vocational Education for the Handicapped x x 75

\*12 if a 4 year age span \*\*10 if a secondary level aphasia class

(a) If optimum class norm is exceeded by two for a temporary period of time which exceeds one month, a referral may be made to the Area Coordinator, Special Education, who may contract the Assistant Superintendent, Special Education, for assistance.

(b) Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year.

## SUPPLEMENT TO APPENDIX A

March 23, 1988

### Special Education Interns

- a. Each Special Education Intern shall be assigned a Mentor Teacher in order to provide observations, assistance and guidance. Such Mentor services shall include observation of the Intern and/or demonstration lessons, subject to the established budget allocations for such services. Where serious performance problems are identified, additional assistance from resources such as Mentor Teachers, Program Specialists or Department Chairpersons shall be offered.
- b. In order to permit Interns to concentrate upon their basic assignments and continuing education, Interns shall not be assigned auxiliary jobs such as coaching or coordinating, except with written approval of the Assistant Superintendent of Special Education or designee.
- c. District evaluation of the Intern shall include consultation/coordination between the evaluator and the Intern's college supervisor.
- d. Interns shall not be expected to teach outside of the credential field in which they are interning, except with written approval of the Assistant Superintendent of Special Education or designee.
- e. For salary purposes, Interns shall be rated-in under Article XIV, Section 5, and paid the regular salary rate.

## APPENDIX B

### TEACHER INTEGRATION TRANSFER PROGRAM

#### 1.0 Personnel Included and Excluded

1.1 Personnel Included in the Program: The provisions of this Teacher Integration Program, including the requirement to be "counted" for faculty balance purposes, are applicable to all employees (including teachers of LH and ER classes) assigned full time to regular and alternative elementary or secondary schools, Continuation and Opportunity Schools, Special

Education Schools, and Early Education teachers serving in classroom or non-classroom positions.

1.2 Personnel Excluded From the Program: The provisions of this Teacher Integration Program are not applicable to the following personnel and programs:

- a. Administrative personnel (Principal, Assistant Principal, Assistant Principal SSS, and Assistant Principal SCS)
- b. Teachers serving in R.O.T.C. or J.T.P.A. positions.
- c. Employees in programs conducted on regular school or branch sites by the Division of Adult and Occupational Education.
- d. Employees in Science Centers and teachers in special education programs on regular school campuses with the exception of teachers of LH and ER classes on regular school campuses who are included.
- e. Employees serving regular and alternative elementary and secondary schools from Local District/Division or Central Office locations.

## 2.0 Standards for Teacher Integration

2.1 School faculties shall be integrated so that the ratio of minority to non-minority teaching staff in each elementary and secondary school shall be substantially the same as the District-wide ratio of minority to non-minority teaching staff on the fourth Friday of the second semester of the preceding school year.

These standards relate to assignments, displacements and transfers of teachers and do not limit or affect in any way the hiring or termination of teachers from any racial or ethnic group.

2.2 The Teacher Integration Program for 2001-02 includes, but is not limited to, the following major components below:

- a. Compliance status for the programs listed below are calculated by using the following formulas:

.K-12 and magnet schools are determined by using a factor of

-15%/+25% of the District-wide percentage of combined minority teachers.

.All other programs, such as Special Education, Continuation, Opportunity, and Early Education Centers use the factor of -15%/+15% of the Districtwide percentage of combined minority teachers.

b. Compliance ranges for all programs are:

District Program	Percentage of Combined Minority Teachers	Compliance Range
.K-12 & Magnet Schools	53%	38-78%
.Special Education	30%	15-45%
.Continuation	50%	35-65%
.Opportunity	41%	26-56%
.Early Education	85%	70-100%

c. In an effort to accommodate English learners, K-12 and magnet schools may have an additional bilingual teacher allowance (approximately 10% allowance at the lower end of the compliance range). In addition, the goals may be modified as a result of the qualifications of available applicants or to meet the instructional needs of students, the school=s instructional program or other specific and demonstrable requirements of the school.

### 3.0 General Principles and Procedures:

a. A teacher in the District should expect to be assigned to various schools within the District that may reflect differing socioeconomic and ethnic patterns among the student population.

b. The District will endeavor to achieve staff integration objectives through transfer of an appropriate number of volunteers (4.0) and assignment of teachers returning from leaves, displaced teachers, and new contractees. If transfer of teachers from these sources is not consistent with criteria established or numerically sufficient to meet teacher integration objectives(2.1) the District will utilize mandatory transfer of teachers in accordance with Section 6.0 of this program.

### 4.0 Voluntary Integration Transfer Component

#### 4.1 Eligibility for Voluntary Integration Transfer

a. Any probationary or permanent teacher and any substitute teacher on a current list (eligible, reelection, reinstatement, special review) may file a Voluntary Integration Transfer Request to improve racial and ethnic balance, provided that the teacher's transfer will not adversely affect faculty ethnic balance at the sending school.

b. Teachers who have been sent written notification that they are eligible for transfer under the Districtwide List Component (5.0) or the Mandatory Transfer Component (6.0) of this plan are not eligible to apply for a voluntary integration transfer.

c. Teachers who volunteer under this provision must make themselves available to all schools within at least two geographic areas, may declare availability to one additional Area, and may request assignment to as many as five schools within the selected areas.

#### 4.2 Procedures for Voluntary Integration Transfers:

a. A principal of a school whose faculty is not within the District standard for staff integration shall interview appropriate available volunteers prior to filling openings or vacancies through other sources.

b. Human Resources Division will prepare lists of anticipated numbers of openings/vacancies and staff balance requirements on a school-by-school basis. Lists shall be made available to schools and personnel offices.

c. Principals shall notify Human Resources Division regarding the specific subject(s)/grade(s), special skills or other personnel needs of their respective schools as soon as this information is available. Based upon the principal's description of school personnel needs, the Human Resources Division will refer a number of appropriate volunteers not to exceed five candidates for a given opening/vacancy to schools for interview.

d. The teacher has the right to accept or to refuse any placement.

e. A voluntary integration transfer application may be canceled after a teacher refuses two offers of interview or assignment.

#### 4.3 Incentives for Voluntary Integration Transfer:

##### a. Return Rights

(1) Volunteers under 4.0 will be given a written guarantee of right to return to the previous school after four semesters of service, or, if their previous school or department has closed, to another school within the same geographic area as the previous school. Teachers who wish to exercise return rights in September of a given year must notify Human Resources Division by April 1 of the same year. Time spent on formal leaves of absence shall not be counted toward the two-year service requirement, except as specified in paragraph 4.4 of this Section.

(2) Return rights may be exercised on the above date or may be deferred to the beginning of the fall semester (only) of either of the next two school years following the original right of return date. Where the teacher has requested return within the specified period of time and does not choose to return to the home school, Human Resources Division will place the teacher within the geographic area from which the teacher volunteered. This placement requires agreement by



the teacher and the receiving principal, must be made in accordance with staff integration policies and must not require the displacement of another teacher.

(3) Teachers returned after completion of volunteer transfer service shall be retained at the location to which returned for a period of three years, plus an additional year for each year of deferred return rights. Time spent on leaves of absence shall be counted toward this exemption.

b. Promotional Examinations: When evaluating applications, consideration will be given to voluntary participation in staff integration programs and demonstrated ability to work effectively with pupils, parents, and staff from diverse backgrounds.

4.4 Terms of Service: A teacher who is assigned to a school under the Voluntary Integration Transfer Component of this plan shall serve four semesters at the location to which he or she is assigned. For purposes of this section, four semesters shall equate to two school years during which the teacher served at least 133 days. Time spent on formal leaves of absence may not be counted toward this service requirement, except that formal leaves of absence as the result of an unprovoked act of violence (Special Physical Injury Leave) or a bona fide industrial accident or industrial illness leave that does not exceed 60 working days shall be counted toward the service requirement.

6.0 Mandatory Transfer Component: When the District determines that it is necessary to utilize a mandatory movement of employees in order to remedy an imbalance, the terms of Section 6.0 - 6.4 of Appendix B to the 1980-82 Agreement shall be applicable. The following are exempt from mandatory transfer:

a. Bilingual/Bicultural Exemptions: Certificated employees who utilize bilingual skills in approved District bilingual programs as specified in the bilingual exemption of Article XI, Section 6.0.

b. Disabled Exemptions: District identified disabled teachers assigned to facilities designed for the purpose of accommodating a District identified disability will not be mandatorily transferred except where the teacher may be mandatorily transferred to another facility which may reasonably accommodate the identified disability.

## APPENDIX E

### 2002-2003 SALARY TABLES AND RATES

Development Center Salary (V) Table: Rates increased by 3%, retroactive to 7-01-02. The career increment 1.0 increased 3%, retroactive to 7-01-02. Annual salaries shown in parentheses reflect 204 paid days (10.2 net pay periods) for C Basis.

Advancement* to Schedule	Schedule Number	STEP				
		1	2	3	4	5
Minimum of 60 Semester Units	11V	\$2,734 (27,887)	2,837 (28,937)	2,956 (30,151)	3,052 (31,130)	

Minimum Plus 14 Points	12V	2,837 (28,937)	2,956 (30,151)	3,052 (31,130)	3,164 (32,273)
Minimum Plus 28 Points	13V	2,956 (30,151)	3,052 (31,130)	3,164 (32,273)	3,272 (33,374)
Bachelor's Degree	14V	3,052 (31,130)	3,164 (32,273)	3,272 (33,374)	3,377 (34,445)
BA + Restricted Severely Handicapped Credential	15V	3,164 (32,273)	3,272 (33,374)	3,377 (34,445)	3,490 (35,598)

\*A point for advancement is a semester unit (or 1.5 quarter units) as defined by the University of California or equivalent, as established by the Board of Education.

- 1.1 Eligible employees shall receive a career increment differential of \$77 per pay period. To be eligible, the employee must have met step advancement requirements for five or more years while allocated to the maximum step and schedule of the V or C Table, or a higher rate while paid on another salary table.

Early Education Center Salary (C) Table: Rates increased by 3%, retroactive to 7-01-02. The career increment likewise increased 3%, retroactive to 7-01-02. Annual salaries shown in parentheses reflect 261 paid days (12.5 pay periods) for A Basis.

Advancement* to Schedule	Schedule Number	STEP				
		1	2	3	4	5
Minimum of 60 Semester Units	15C	\$2,699 (35,222)	2,803 (36,579)	2,921 (38,119)	3,021 (39,424)	3,131 (40,860)
Minimum Plus 14 Points	16C	2,803 (36,579)	2,921 (38,119)	3,021 (39,424)	3,131 (40,860)	3,234 (42,204)
Minimum Plus 28 Points	17C	2,921 (38,119)	3,021 (39,424)	3,131 (40,860)	3,234 (42,204)	3,339 (43,574)
Bachelor's Degree	18C	3,021 (39,424)	3,131 (40,860)	3,234 (42,204)	3,339 (43,574)	3,445 (44,950)
BA + Elementary or Early Childhood Credential	19C	3,180 (41,499)	3,322 (43,352)	3,495 (45,610)	3,676 (47,972)	3,861 (50,345)
		6	7	8	9	10
	19C (continued)	3,911 (51,039)	3,923 (51,195)	4,055 (52,918)	4,241 (55,345)	4,432 (57,777)

\*A point for advancement is a semester unit (or 1.5 quarter units) as defined by the University of California or equivalent, as established by the Board of Education.

equivalent, as established by the Board of Education.

- 2.1 Eligible employees shall receive a career increment differential of \$77 per pay period for the V & C Tables. The employee must have met step advancement requirements for five or more years while allocated to the maximum step and schedule of the V or C Table, or a higher rate while paid on another salary table.

With the addition of new Steps 6-10 on the Early Education Center (C) Salary Table effective 7-01-00, an employee eligible for the career increment after step advancement requirements for five or more years while allocated a 19C05 or greater (i.e., after five or more years at 19C05-19C10, inclusive).

Pers. Res. & Assessment:2002 Salary Rates:C&V Table.xls

APPENDIX E  
2002-2003 SALARY TABLES AND RATES

3.0 Preparation Salary (T and L) Tables

- 3.0(T) Preparation Salary (T) Table (Regular Credentials): Rates increased by 3%, retroactive to 7-01-02. Degree increased 3%, retroactive to 7-01-02. This table applies only to employees holding regular credentials (i.e., not

Schedule Number (Req. Pts.)*		1	2	3	4	5	STEP 6
20 (Minimum) @	Annual	(41,177)	(41,228)	(41,667)	(42,106)	(42,157)	(42,218)
	C Basis	4037.00	4042.00	4085.00	4128.00	4133.00	4138.00
	J Basis	3431.45	3435.70	3472.25	3508.80	3513.05	3517.30
	S/T Basis	3155.36	3159.26	3192.87	3226.48	3230.39	3234.29
21 (+ 14 points)	Annual	(41,228)	(41,667)	(42,106)	(42,157)	(42,218)	(42,269)
	C Basis	4042.00	4085.00	4128.00	4133.00	4139.00	4144.00
	J Basis	3435.70	3472.25	3508.80	3513.05	3518.15	3523.25
	S/T Basis	3159.26	3192.87	3226.48	3230.39	3235.08	3239.77
22 (+ 28 points)	Annual	(41,667)	(41,718)	(42,157)	(42,218)	(43,656)	(43,717)
	C Basis	4085.00	4090.00	4133.00	4139.00	4280.00	4285.00
	J Basis	3472.25	3476.50	3513.05	3518.15	3638.00	3643.10
	S/T Basis	3192.87	3196.78	3230.39	3235.08	3345.29	3349.98
23	Annual	(41,718)	(42,157)	(42,218)	(43,656)	(45,155)	(45,216)
	C Basis	4090.00	4133.00	4139.00	4280.00	4427.00	4432.00

(+ 42 points)	J Basis	3476.50	3513.05	3518.15	3638.00	3762.95	3910.00
	S/T Basis	3196.78	3230.39	3235.08	3345.29	3460.18	3595.40
24 (+ 56 points)	Annual	(42,157)	(42,218)	(43,656)	(45,155)	(46,920)	(48,418)
	C Basis	4133.00	4139.00	4280.00	4427.00	4600.00	4777.00
	J Basis	3513.05	3518.15	3638.00	3762.95	3910.00	4060.00
	S/T Basis	3230.39	3235.08	3345.29	3460.18	3595.40	3730.00
25 (+ 70 points)	Annual	(42,218)	(43,656)	(44,911)	(47,481)	(49,327)	(51,296)
	C Basis	4139.00	4280.00	4403.00	4655.00	4836.00	5029.00
	J Basis	3518.15	3638.00	3742.55	3956.75	4110.60	4277.00
	S/T Basis	3235.08	3345.29	3441.43	3638.39	3779.86	3920.00
26 (+ 84 points)	Annual	(43,850)	(45,125)	(46,441)	(49,378)	(51,296)	(53,356)
	C Basis	4299.00	4424.00	4553.00	4841.00	5029.00	5229.00
	J Basis	3654.15	3760.40	3870.05	4114.85	4274.65	4444.00
	S/T Basis	3360.14	3457.84	3558.67	3783.77	3930.71	4088.60
27 <sup>^</sup> (+ 98 points)	Annual	(44,829)	(46,910)	(48,266)	(51,357)	(53,356)	(55,556)
	C Basis	4395.00	4599.00	4732.00	5035.00	5231.00	5437.00
	J Basis	3735.75	3909.15	4022.20	4279.75	4446.35	4610.00
	S/T Basis	3435.17	3594.62	3698.57	3935.40	4088.60	4240.00
Additional Steps (effective 7-1-98)		11	12	13	14		
(continued) 27 (+ 98 points)	Annual	(65,810)	(66,096)	(66,402)	(66,677)		
	C Basis	6452.00	6480.00	6510.00	6537.00		
	J Basis	5484.20	5508.00	5533.50	5556.45		
	S/T Basis	5042.94	5064.83	5088.28	5109.38		

\* A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent in other states or countries, or by the State Board of Education.

@ Minimum preparation requirements: Bachelor's degree and regular credential (non-emergency, intermediate).

<sup>^</sup> Rating-in limit is Schedule 27, Step 10.

APPENDIX E

2002-2003 SALARY TABLES AND RATES

4.0

Special Services Salary (D) Table: Rates increased by 3%, retroactive to 7-01-02. Degree difference 3%, retroactive to 7-01-02. Annual salaries are shown in parentheses. See 4.5, below, for the number of positions.

Schedule No./Basis	STEP			
	1	2	3	4
10D B	3,026(33,437)	3,195(35,305)	3,368(37,216)	3,555(39,083)
P	2,572.10(33,437)	2,715.75(35,305)	2,862.80(37,216)	3,021.75(39,083)
R	2,562.25(33,437)	2,705.34(35,305)	2,851.83(37,216)	3,010.17(39,083)
C	3,026(30,865)	3,195(32,589)	3,368(34,354)	3,555(36,128)
J	2,572.10(30,865)	2,715.75(32,589)	2,862.80(34,354)	3,021.75(36,128)
S/T	2365.15(30,865)	2,497.24(32,589)	2,632.46(34,354)	2,778.62(36,128)
11D B	3,112(34,388)	3,285(36,299)	3,462(38,255)	3,647(40,255)
P	2,645.20(34,388)	2,792.25(36,299)	2,942.70(38,255)	3,099.95(40,255)
R	2,635.07(34,388)	2,781.55(36,299)	2,931.43(38,255)	3,088.07(40,255)
C	3,112(31,742)	3,285(33,507)	3,462(35,312)	3,647(37,168)
J	2,645.20(31,742)	2,792.25(33,507)	2,942.70(35,312)	3,099.95(37,168)
S/T	2,432.37(31,742)	2,567.59(33,507)	2,705.93(35,312)	2,850.53(37,168)
12D B	3,195(35,305)	3,368(37,216)	3,555(39,283)	3,741(41,404)
P	2,715.75(35,305)	2,862.80(37,216)	3,021.75(39,283)	3,179.85(41,404)
R	2,705.34(35,305)	2,851.83(37,216)	3,010.17(39,283)	3,167.67(41,404)
C	3,195(32,589)	3,368(34,354)	3,555(36,261)	3,741(38,182)
J	2,715.75(32,589)	2,862.80(34,354)	3,021.75(36,261)	3,179.85(38,182)

S/T		2,497.24(32,589)	2,632.46(34,354)	2,778.62(36,261)	2,924.00(38,158)
13D	B	3,285(36,299)	3,462(38,255)	3,647(40,299)	3,846(42,498)
P		2,792.25(36,299)	2,942.70(38,255)	3,099.95(40,299)	3,269.10(42,498)
R		2,781.55(36,299)	2,931.43(38,255)	3,088.07(40,299)	3,256.57(42,498)
C		3,285(33,507)	3,462(35,312)	3,647(37,199)	3,846(39,229)
J		2,792.25(33,507)	2,942.70(35,312)	3,099.95(37,199)	3,269.10(39,229)
S/T		2,567.59(33,507)	2,705.93(35,312)	2,850.53(37,199)	3,006.07(39,229)
14D	B	3,368(37,216)	3,555(39,283)	3,741(41,338)	3,953(43,681)
P		2,862.80(37,216)	3,021.75(39,283)	3,179.85(41,338)	3,360.05(43,681)
R		2,851.83(37,216)	3,010.17(39,283)	3,167.67(41,338)	3,347.18(43,681)
C		3,368(34,354)	3,555(36,261)	3,741(38,158)	3,953(40,321)
J		2,862.80(34,354)	3,021.75(36,261)	3,179.85(38,158)	3,360.05(40,321)
S/T		2,632.46(34,354)	2,778.62(36,261)	2,924.00(38,158)	3,089.70(40,321)
15D	B	3,462(38,255)	3,647(40,299)	3,846(42,498)	4,066(44,929)
P		2,942.70(38,255)	3,099.95(40,299)	3,269.10(42,498)	3,456.10(44,929)
R		2,931.43(38,255)	3,088.07(40,299)	3,256.57(42,498)	3,442.86(44,929)
C		3,462(35,312)	3,647(37,199)	3,846(39,229)	4,066(41,473)
J		2,942.70(35,312)	3,099.95(37,199)	3,269.10(39,229)	3,456.10(41,473)
S/T		2,705.93(35,312)	2,850.53(37,199)	3,006.07(39,229)	3,178.02(41,473)
16D	B	3,555(39,283)	3,741(41,338)	3,953(43,681)	4,175(46,115)
P		3,021.75(39,283)	3,179.85(41,338)	3,360.05(43,681)	3,548.75(46,115)
R		3,010.17(39,283)	3,167.67(41,338)	3,347.18(43,681)	3,535.15(46,115)
C		3,555(36,261)	3,741(38,158)	3,953(40,321)	4,175(42,498)
J		3,021.75(36,261)	3,179.85(38,158)	3,360.05(40,321)	3,548.75(42,498)
S/T		2,778.62(36,261)	2,924.00(38,158)	3,089.70(40,321)	3,263.22(42,498)
17D	B	3,647(40,299)	3,846(42,498)	4,066(44,929)	4,288(47,461)
P		3,099.95(40,299)	3,269.10(42,498)	3,456.10(44,929)	3,644.80(47,461)
R		3,088.07(40,299)	3,256.57(42,498)	3,442.86(44,929)	3,630.84(47,461)
C		3,647(37,199)	3,846(39,229)	4,066(41,473)	4,288(43,681)
J		3,099.95(37,199)	3,269.10(39,229)	3,456.10(41,473)	3,644.80(43,681)
S/T		2,850.53(37,199)	3,006.07(39,229)	3,178.02(41,473)	3,351.54(43,681)

APPENDIX E

2002-2003 SALARY TABLES AND RATES

4.0 2002-2003 SPECIAL SERVICES SALARY (D) TABLE  
(Continued)

Schedule		STEP			
No./Basis		1	2	3	4
18D	B	3,741(41,338)	3,953(43,681)	4,175(46,134)	4,408(48,708)
P		3,179.85(41,338)	3,360.05(43,681)	3,548.75(46,134)	3,746.80(48,708)
R		3,167.67(41,338)	3,347.18(43,681)	3,535.15(46,134)	3,732.44(48,708)
C		3,741(38,158)	3,953(40,321)	4,175(42,585)	4,408(44,962)
J		3,179.85(38,158)	3,360.05(40,321)	3,548.75(42,585)	3,746.80(44,962)
S/T		2,924.00(38,158)	3,089.70(40,321)	3,263.22(42,585)	3,445.33(44,962)
19D	B	3,846(42,498)	4,066(44,929)	4,288(47,382)	4,531(50,068)
P		3,269.10(42,498)	3,456.10(44,929)	3,644.80(47,382)	3,851.35(50,068)
R		3,256.57(42,498)	3,442.86(44,929)	3,630.84(47,382)	3,836.59(50,068)
C		3,846(39,229)	4,066(41,473)	4,288(43,738)	4,531(46,134)
J		3,269.10(39,229)	3,456.10(41,473)	3,644.80(43,738)	3,851.35(46,134)
S/T		3,006.07(39,229)	3,178.02(41,473)	3,351.54(43,738)	3,541.47(46,134)
20D	B	3,953(43,681)	4,175(46,134)	4,408(48,708)	4,657(51,182)
P		3,360.05(43,681)	3,548.75(46,134)	3,746.80(48,708)	3,958.45(51,182)
R		3,347.18(43,681)	3,535.15(46,134)	3,732.44(48,708)	3,943.28(51,182)
C		3,953(40,321)	4,175(42,585)	4,408(44,962)	4,657(47,382)
J		3,360.05(40,321)	3,548.75(42,585)	3,746.80(44,962)	3,958.45(47,382)
S/T		3,089.70(40,321)	3,263.22(42,585)	3,445.33(44,962)	3,639.95(47,382)
21D	B	4,066(44,929)	4,288(47,382)	4,531(50,068)	4,779(52,542)
P		3,456.10(44,929)	3,644.80(47,382)	3,851.35(50,068)	4,062.15(52,542)
R		3,442.86(44,929)	3,630.84(47,382)	3,836.59(50,068)	4,046.59(52,542)

C		4,066(41,473)	4,288(43,738)	4,531(46,216)	4,779(49,473)
J		3,456.10(41,473)	3,644.80(43,738)	3,851.35(46,216)	4,062.15(49,473)
S/T		3,178.02(41,473)	3,351.54(43,738)	3,541.47(46,216)	3,735.31(49,473)
22D	B	4,175(46,134)	4,408(48,708)	4,657(51,460)	4,915(54,216)
P		3,548.75(46,134)	3,746.80(48,708)	3,958.45(51,460)	4,177.75(54,216)
R		3,535.15(46,134)	3,732.44(48,708)	3,943.28(51,460)	4,161.74(54,216)
C		4,175(42,585)	4,408(44,962)	4,657(47,501)	4,915(50,000)
J		3,548.75(42,585)	3,746.80(44,962)	3,958.45(47,501)	4,177.75(50,000)
S/T		3,263.22(42,585)	3,445.33(44,962)	3,639.95(47,501)	3,841.61(50,000)
23D	B	4,282(47,316)	4,520(49,946)	4,772(52,731)	5,043(55,667)
P		3,639.70(47,316)	3,842.00(49,946)	4,056.20(52,731)	4,286.55(55,667)
R		3,625.75(47,316)	3,827.28(49,946)	4,040.66(52,731)	4,270.13(55,667)
C		4,282(43,676)	4,520(46,104)	4,772(48,674)	5,043(51,350)
J		3,639.70(43,676)	3,842.00(46,104)	4,056.20(48,674)	4,286.55(51,350)
S/T		3,346.85(43,676)	3,532.87(46,104)	3,729.84(48,674)	3,941.66(51,350)
28D	B	4,742(52,399)	5,012(55,383)	5,289(58,443)	5,584(61,667)
P		4,030.70(52,399)	4,260.20(55,383)	4,495.65(58,443)	4,746.40(61,667)
R		4,015.26(52,399)	4,243.88(55,383)	4,478.43(58,443)	4,728.21(61,667)
C		4,742(48,368)	5,012(51,122)	5,289(53,948)	5,584(56,876)
J		4,030.70(48,368)	4,260.20(51,122)	4,495.65(53,948)	4,746.40(56,876)
S/T		3,706.39(48,368)	3,917.43(51,122)	4,133.93(53,948)	4,364.51(56,876)
29D	B	4,881(53,935)	5,152(56,930)	5,434(60,046)	5,739(63,267)
P		4,148.85(53,935)	4,379.20(56,930)	4,618.90(60,046)	4,878.15(63,267)
R		4,132.95(53,935)	4,362.42(56,930)	4,601.20(60,046)	4,859.46(63,267)
C		4,881(49,786)	5,152(52,550)	5,434(55,427)	5,739(58,153)
J		4,148.85(49,786)	4,379.20(52,550)	4,618.90(55,427)	4,878.15(58,153)
S/T		3,815.03(49,786)	4,026.85(52,550)	4,247.26(55,427)	4,485.66(58,153)

Pers. Res. & Assessment:2002 Salary Rates:D Table.xls

APPENDIX E



2002-2003 SALARY TABLES AND RATES

4.0 2002-2003 SPECIAL SERVICES SALARY (D) TABLE  
(Continued)

Schedule		STEP			
No./Basis	1	2	3	4	
30D	B	5,012(55,383)	5,289(58,443)	5,584(61,703)	5,897(64,963)
P		4,260.20(55,383)	4,495.65(58,443)	4,746.40(61,703)	5,012.45(64,963)
R		4,243.88(55,383)	4,478.43(58,443)	4,728.21(61,703)	4,993.25(64,963)
C		5,012(51,122)	5,289(53,948)	5,584(56,957)	5,897(60,000)
J		4,260.20(51,122)	4,495.65(53,948)	4,746.40(56,957)	5,012.45(60,000)
S/T		3,917.43(51,122)	4,133.93(53,948)	4,364.51(56,957)	4,609.15(60,000)
31D	B	5,152(56,930)	5,434(60,046)	5,739(63,416)	6,058(66,886)
P		4,379.20(56,930)	4,618.90(60,046)	4,878.15(63,416)	5,149.30(66,886)
R		4,362.42(56,930)	4,601.20(60,046)	4,859.46(63,416)	5,129.57(66,886)
C		5,152(52,550)	5,434(55,427)	5,739(58,538)	6,058(61,650)
J		4,379.20(52,550)	4,618.90(55,427)	4,878.15(58,538)	5,149.30(61,650)
S/T		4,026.85(52,550)	4,247.26(55,427)	4,485.66(58,538)	4,734.99(61,650)
32D	B	5,289(58,443)	5,584(61,703)	5,897(65,162)	6,230(68,722)
P		4,495.65(58,443)	4,746.40(61,703)	5,012.45(65,162)	5,295.50(68,722)
R		4,478.43(58,443)	4,728.21(61,703)	4,993.25(65,162)	5,275.21(68,722)
C		5,289(53,948)	5,584(56,957)	5,897(60,149)	6,230(63,260)
J		4,495.65(53,948)	4,746.40(56,957)	5,012.45(60,149)	5,295.50(63,260)
S/T		4,133.93(53,948)	4,364.51(56,957)	4,609.15(60,149)	4,869.43(63,260)
33D	A	5,434(70,914)	5,735(74,842)	6,056(79,031)	6,407(83,479)
B		5,434(60,046)	5,735(63,372)	6,056(66,919)	6,407(70,361)
P		4,618.90(60,046)	4,874.75(63,372)	5,147.60(66,919)	5,445.95(70,361)
R		4,601.20(60,046)	4,856.07(63,372)	5,127.88(66,919)	5,425.08(70,361)
C		5,434(55,427)	5,735(58,497)	6,056(61,771)	6,407(65,183)
J		4,618.90(55,427)	4,874.75(58,497)	5,147.60(61,771)	5,445.95(65,183)
S/T		4,247.26(55,427)	4,482.53(58,497)	4,733.43(61,771)	5,007.77(65,183)
K		5,434(58,144)	5,735(61,365)	6,056(64,799)	6,407(68,321)
L		4,472.60(58,144)	4,720.35(61,365)	4,984.55(64,799)	5,273.45(68,321)

34D	A	5,584(72,871)	5,897(76,956)	6,230(81,302)	6,585(85,934)
B		5,584(61,703)	5,897(65,162)	6,230(68,842)	6,585(72,764)
P		4,746.40(61,703)	5,012.45(65,162)	5,295.50(68,842)	5,597.25(72,764)
R		4,728.21(61,703)	4,993.25(65,162)	5,275.21(68,842)	5,575.80(72,764)
C		5,584(56,957)	5,897(60,149)	6,230(63,546)	6,585(66,661)
J		4,746.40(56,957)	5,012.45(60,149)	5,295.50(63,546)	5,597.25(66,661)
S/T		4,364.51(56,957)	4,609.15(60,149)	4,869.43(63,546)	5,146.90(66,661)
K		5,584(59,749)	5,897(63,098)	6,230(66,661)	6,585(70,000)
L		4,596.06(59,749)	4,853.68(63,098)	5,127.77(66,661)	5,419.96(70,000)
35D	A	5,739(74,894)	6,058(79,057)	6,407(83,611)	6,770(88,349)
B		5,739(63,416)	6,058(66,941)	6,407(70,797)	6,770(74,555)
P		4,878.15(63,416)	5,149.30(66,941)	5,445.95(70,797)	5,754.50(74,555)
R		4,859.46(63,416)	5,129.57(66,941)	5,425.08(70,797)	5,732.45(74,555)
K		5,739(61,407)	6,058(64,821)	6,407(68,555)	6,770(72,230)
L		4,723.64(61,407)	4,986.20(64,821)	5,273.45(68,555)	5,572.23(72,230)
36D	A	5,897(76,956)	6,230(81,302)	6,585(85,934)	6,946(90,645)
B		5,897(65,162)	6,230(68,842)	6,585(72,764)	6,946(76,555)
P		5,012.45(65,162)	5,295.50(68,842)	5,597.25(72,764)	5,904.10(76,555)
R		4,993.25(65,162)	5,275.21(68,842)	5,575.80(72,764)	5,881.48(76,555)
37D	A	6,058(79,057)	6,407(83,611)	6,770(88,349)	7,146(93,255)
38D	A	6,230(81,302)	6,585(85,934)	6,946(90,645)	7,352(95,944)
39D	A	6,407(83,611)	6,770(88,349)	7,146(93,255)	7,553(98,000)
40D	A	6,585(85,934)	6,946(90,645)	7,352(95,944)	7,756(100,000)

Pers. Res. & Assessment:2002 Salary Rates:D Table.xls

## APPENDIX E

### 2002-2003 SALARY TABLES AND RATES

#### 4.0 2002-2003 SPECIAL SERVICES SALARY (D) TABLE (Continued)

First Career Increment - (Schedule D, Steps 11-15) [formerly Steps 51-55]

A Basis	B/P/R Basis	K/L Basis	C/J/S/T
(\$2,493) Annual	(\$2,111) Annual	(\$2,044) Annual	(\$1,948) A
\$191.00 A Basis	\$191.00 B Basis	\$191.00 K Basis	\$191.00 C
	162.35 P Basis	157.21 L Basis	162.35 J
	161.73 R Basis		149.29 S

Second Career Increment - (Schedule D, Steps 21-25) [formerly Steps 61-65]

A Basis	B/P/R Basis	K/L Basis	C/J/S/T
(\$3,093) Annual	(\$2,619) Annual	(\$2,536) Annual	(\$2,417) A
\$237.00 A Basis	\$237.00 B Basis	\$237.00 K Basis	\$237.00 C
	201.45 P Basis	195.07 L Basis	201.45 J
	200.68 R Basis		185.24 S

Third Career Increment - (Schedule D, Steps 31-35) [formerly Steps 71-75]

A Basis	B/P/R Basis	K/L Basis	C/J/S/T
(\$4,437) Annual	(\$3,757) Annual	(\$3,638) Annual	(\$3,468) A
\$340.00 A Basis	\$340.00 B Basis	\$340.00 K Basis	\$340.00 C
	289.00 P Basis	279.85 L Basis	289.00 J
	287.89 R Basis		265.75 S

Fourth Career Increment - (Schedule D, Steps 41-45) (Effective 7-1-98)

A Basis	B/P/R Basis	K/L Basis	C/J/S/T
(\$5,781) Annual	(\$4,895) Annual	(\$4,740) Annual	(\$4,519) A
\$443.00 A Basis	\$443.00 B Basis	\$443.00 K Basis	\$443.00 C
	376.55 P Basis	364.62 L Basis	376.55 J
	375.11 R Basis		346.25 S

Doctorate Degree

A Basis	B/P/R Basis	K/L Basis	C/J/S/T
(\$1,344) Annual	(\$1,138) Annual	(\$1,102) Annual	(\$1,051) A
\$103.00 A Basis	\$103.00 B Basis	\$103.00 K Basis	\$103.00 C
	87.55 P Basis	84.78 L Basis	87.55 J
	87.21 R Basis		80.51 S



Effective 7-01-01	Step A	B	C	1	2	3
	\$34.88	36.71	38.64	\$41.01	42.91	45

\* Applicable to all employees with 10 consecutive years or more of Adult Education service and who are eligible above Step 3 Rate).

- Adult Teacher, Academic Instruction (0805)
- Adult Teacher, Adults with Disabilities (0804)
- Adult Teacher, ESL (0803)
- Adult Teacher, Hourly Rate (0801) and Substitutes (0806)\*
- Adult Teacher, Intersession (0814)
- Adult Teacher, Parenting & Family Life (0808)
- Adult Teacher, Program for Older Adults (0809)
- Adult Teacher, Public or Private Contract (0838) and Substitutes (0835)\*
- Adult Teacher, Temporary Classes (0810)
- Adult Teacher-Adviser (0867)
- Adult Teacher-Counselor (0864)
- Adviser, Adult Resource, Nonschool Assignment (0827)
- Adviser, Adult Resource, ROC/ROP School Assignment (0828)
- Adviser, Adult Resource, School Assignment (0826)
- Adviser, Registration, Hourly Schedule (0947)
- Continuation Teacher, Hourly Rate (0831) and Substitutes (0832)
- Regional Occupational Contract Teacher (0829)
- Temporary Adviser, Hourly Schedule (0800)
- Temporary Resource Teacher, Hourly (0825)

6.0 Flat Hourly Rates: Rates increased by 3%, retroactive to 7-01-02, for adult teachers (first three classes listed)

Adult Teacher, Public or Private Contract, Day-to-Day Substitute (0836)**	\$3
Adult Teacher, Flat Rate, Day-to-Day Substitute (0811)**	34
Adult Teacher, Staff Development (0807)	41
Differential, JTPA Work Experience (0916)	18
Elementary Supervision, Voluntary (0926)	28
Extended Counseling Assignment/Advisement, Hourly (0913)	36
Extended Teaching Assignment, Hourly (0921)	28

7.0 Flat Daily Rates: The following classifications are excluded from any salary increases.

Differential, Adult School Department Chairperson (0914)

Differential, Adult Learning Assessor (0920)

\*\* The 2000-2003 Agreement provides for the elimination of accrual rates for employees serving as Adult Education employees will be paid on Step A of the Adult Hourly Rate Schedule if they are hired as substitutes July 1, 2002, and paid \$39.82 (Step 1 of the former Adult Hourly Rate Schedule) if they have been employed as substitute (0835). The employees will remain on Step A or \$39.82 (former Step 1), as appropriate, and will not advance.

Pers. Res. & Assessment:2002 Salary Rates:Hourly.xls

#### APPENDIX E

#### 2002-2003 SALARY TABLES AND RATES

11.0 Day-to-Day Substitutes: Rates increased by 3%, retroactive to 7-01-02.

11.1 Employees serving in place of Preparation Salary Table employees:

#### REGULAR SCHOOL YEAR

Daily Base Rate \$156.14

Base Hourly Rate (6-hour day) \$26.023

Daily Incentive Plan Rate \$210.72

Base Hourly Rate (6-hour day) \$35.120

Day-to-Day Substitute, Extended Rate \$210.72

Base Hourly Rate (6-hour day) \$35.120

Substitutes who are paid the daily rates as shown above shall have their rate of pay increased by \$10 per day, effective the first day following the completion of service equivalent to 130 days during the school year.

The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous .11364 accrual rate factor and \$10 per day continuity rate increase for paid nonworking days (illness and holidays) (Agreement, Article XIX, 2.0).

SUMMER SCHOOL/INTERSESSION

	Base Hourly Rate	6-Hour Day	4-Hour Day	3-Hour Day
Daily Base Rate	\$28.423	\$170.54	\$113.69	\$85.27
Day-to-Day Substitute, Extended Rate	\$38.3600	\$230.16	\$153.44	\$115.08

These rates shall only apply when service is in place of a contract employee assigned during Summer School/Intersession (Status 3) and paid from Fund 7 or Fund W.

11.2 Employees serving in place of Development Center/Early Education Center Salary Table employees: Rates increased by 3%, retroactive to 7-01-02.

Maximum Daily Rate \$136.64

(with accrual rate of .11364 or \$15.53/day after 35 full-time days of service retroactive to the beginning of the school year)

\$152.17

Pers. Res. & Assessment:2002 Salary Rates:Subs.xls

12/16/02

For the 1998-99 school year, separate from any continuous, ongoing salary obligations, the District shall devote funds generated by the mutually agreed upon formula set forth below to compensation for UTLA-represented employees.

1. If in 1998-99 the District includes in its Adjusted Final Budget any additional unrestricted revenues from the net of those sources aggregated and reconciled in Paragraph I.5. below, then those unrestricted revenues shall be identified for expenditure as follows: 50% for compensation for District employees and 50% for the District's general fund program.
2. Of the 50% of funds referenced in paragraph I.1. above as identified for compensation, 66.5% shall be devoted to compensation for UTLA-represented employees.
3. The following categories of funding shall be reviewed, reconciled and aggregated to determine any net additional revenues to be made available for 1998-99 fiscal year compensation increases:
  - a. The difference between the lottery revenue amount budgeted in the District's 1997-98 Adjusted Final Budget (\$100 per ADA) and the amount recorded by the District for 1997-98, in accordance with instructions provided by the Los Angeles County Office of Education;
  - b. Any 1998-99 revenue limit COLA, excluding amounts provided to the District for enrollment growth but reflecting any changes in the deficit factor;
  - c. Any court-ordered desegregation reimbursement funds received by the District in 1997-98 related to reimbursement for supplemental reimbursement claims for 1993-94 and 1994-95 (as part of the original \$27.5 million claim -- currently estimated at \$5.0 million);
  - d. The difference between the District's Special Education funding received in 1997-98 and the amount included in the District's Adjusted Final Budget for 1998-99, excluding amounts related to growth allowed in the number of special education instructional personnel service units, and reflecting the impact of any changes in the special education deficit factor;
  - e. Any unrestricted Medi-Cal Administrative Claims reimbursement received by the District in the 1997-98 school year; and
  - f. Any additional Equalization Aid budgeted in 1998-99 over the amount of Equalization Aid received by the District in 1997-98.



4. The designation as either one-time or continuous, ongoing of any net amounts generated as a result of the review, reconciliation and aggregation of the amounts identified in paragraphs I.1.-1.3. above shall depend upon the identified funding source.

5. Any one-time amounts (as identified in paragraph I.3. above) that are applied to UTLA-represented employee compensation in 1998-99 per paragraphs I.1.-3. above, shall expire as of June 30, 1998, and the District's obligation regarding compensation in 1999-2000 shall be determined by the agreed upon terms in Article XIV, 1.0.c. and the formula set forth below.

For the 1999-2000 school year, the District shall devote funds generated by the mutually agreed upon formula set forth below to compensation for UTLA-represented employees.

1. If in 1999-2000 the District includes in its Adjusted Final Budget any additional unrestricted revenues from the net of those sources aggregated and reconciled in paragraph II.4. below, then those unrestricted revenues shall be identified for expenditure as follows: 50% for compensation for District employees and 50% for the District's general fund program.

2. Of the 50% of funds referenced in paragraph II.1. as identified for compensation, 66.5% shall be devoted to compensation for UTLA-represented employees.

a. Notwithstanding the foregoing, if in 1999-2000 the District-wide cost of Health and Welfare Benefits for the same or a substantially equivalent Health and Welfare Benefit plan in effect for 1998-99 exceeds the District-wide Health and Welfare Benefit Expenditure Cap of \$304 million and after the available District-wide Health and Welfare Benefit Reserve (currently valued at \$80.8 million -- actual 1996-97 ending balance) has been reduced to or is projected to be reduced to \$10 million (a stipulated prudent reserve), then the 50% of the funds referenced in II.2. above for compensation shall be obliged first for District-wide Health and Welfare Benefit costs above the \$304 Million District-wide cap. Once the increased Health and Welfare Benefit costs have been funded, the remaining available funds from II.2. above shall be obliged toward fulfilling the compensation targets described in Article XIV Salaries, 1.0.c.

3. Of the 50% of funds referenced in paragraph II.2. above as identified for compensation increases and/or Health and Welfare Benefit premium costs, 66.5% shall be devoted to compensation increases and/or Health and Welfare Benefit premium costs for UTLA-represented employees (and, when devoted to Health and Welfare Benefit premium costs, a pro rata share of all District retirees).

4. The following categories of funding shall be reviewed, reconciled and aggregated to determine any net additional revenues to be made available for 1999-2000 fiscal year compensation increases and/or Health and Welfare Benefit premium costs:

a. The difference between the lottery revenue amount budgeted in the District's 1998-99 Adjusted Final Budget and the amount recorded by the District for 1998-99, in accordance with instructions provided by the Los Angeles County Office of Education;

- b. Any 1999-2000 revenue limit COLA, excluding amounts provided to the District for enrollment growth, but reflecting any changes in the deficit factor;
  - c. Any court-ordered desegregation reimbursement funds received by the District in 1998-99 related to reimbursement for supplemental reimbursement claims for fiscal years 1993-94 and 1994-95 (as part of the original \$27.5 million -- currently estimated at \$5.0 million);
  - d. The difference between the District's Special Education funding received in 1998-99 and included in the District's Adjusted Final Budget for 1999-2000, excluding amounts related to growth allowed in the number of special education instructional personnel services units, and reflecting the impact of any changes in the special education deficit factor;
  - e. Any unrestricted Medi-Cal Administrative Claims reimbursement received by the District during the 1998-99 school year; and
  - f. Any additional Equalization Aid budgeted in 1999-2000 over the amount of Equalization Aid received by the District in 1998-99.
5. The designation as either one-time or ongoing of any net amounts generated as a result of the review, reconciliations and aggregation of the amounts identified in paragraphs II.1-4. above shall depend upon the identified funding source.
6. Any one-time amounts (as identified in paragraph II.5. above) that are applied to UTLA-represented employee compensation or Health and Welfare costs in 1999-2000 per paragraphs II.1-4. above, shall expire as of June 30, 2000, and the District's obligation regarding compensation for 2000-2001 shall be determined by negotiation of a successor agreement.

#### Dispute Resolution Regarding Formula Calculation and Implementation:

1. The following provision for resolution of any disputes regarding the formula's calculation and/or implementation are applicable to both the 1998-99 and 1999-2000 school years.
2. Within ten (10) working days after adoption of the District's Adjusted Final Budget, the District's Office of the Chief Financial Officer shall provide written notice to UTLA of the District's determination of available funds resulting from the calculation and implementation of the formula for the applicable year, together with the documentation which the District believes is necessary for UTLA to evaluate the District's calculation and/or application of the formula.
3. UTLA shall then have ten (10) working days to review the District's conclusions and to provide written notice to the District's Office of Staff Relations of any disagreement UTLA has with the District's conclusions, as well as the basis for those disagreements.
4. During the ten (10) working day-period within which UTLA must notify the District's Office of Staff Relations of any disagreement, the District shall respond on a reasonably timely basis to all reasonable written requests from UTLA for information regarding the District's formula calculation and implementation.

5. If UTLA provides timely notice of disagreement to the District's Office of Staff Relations pursuant to paragraph 3 above, the parties shall meet within five (5) working days thereafter, and attempt to resolve all noticed disagreement(s) regarding the formula's calculation or implementation.

6. If any noticed disagreement regarding the formula's calculation or implementation is not resolved within five (5) working days of the parties' first meeting pursuant to paragraph 5 above, then the noticed disagreement shall be submitted for final and binding arbitration pursuant to Article V of the parties' current collective bargaining agreement, and at the request of either party the arbitration shall be expedited pursuant to the timelines set forth in Article V, Section 15.0 of the parties' current collective bargaining agreement.

7. By mutual agreement, the parties may submit any above-described noticed disagreement to non-binding mediation prior to resolution by expedited arbitration pursuant to paragraph 6 above.

## **Classroom Bill of Rights**

For further information, please call your Local District Director, School Services.

### **I. BACKGROUND**

In recognition of the importance of maximizing classroom instructional time in order to improve student achievement, LAUSD and UTLA developed the following guidelines as part of the recently negotiated contract. These guidelines are to be reviewed with all school staff and local school leadership councils, and implemented as part of local school policy.

### **II. STAFF RESPONSIBILITIES**

Local school decision-making councils are responsible for developing a public address system and hall pass/student summons policy consistent with the following criteria:

- General public address announcements shall be limited to no more than ten (10) minutes per day during a designated announcement time, except for emergency situations.
- The site administrator must approve emergency announcements.
- Students may be summoned only by administrators, deans, counselors, nurses, school coordinators, and where appropriate, itinerant personnel. Classroom teachers may not summon students during instructional time.
- The most appropriate time for summoning students for non-emergency purposes is the first ten and last five minutes of a class period and or before or after recess or lunch. Approval for student

summons during a class period may only be given for emergencies with approval of a site administrator.

- Policies and procedures for hall passes are to be included in the Student Codes of Conduct.

### III. TEACHER RESPONSIBILITIES

- Classroom teachers are to be at their teaching stations prior to the beginning of the instructional period.
- Classroom teachers shall not utilize students to deliver personal messages.

### IV STUDENT RESPONSIBILITIES

- Students are to be in their seats, prepared to work prior to the beginning of the instructional period.
- Students are to handle all personal business and school responsibilities before and after school or during lunch and nutrition.
- Students are to follow all hall pass and out of classroom policies.

Maximizing instructional time is an important aspect of continued student achievement.

While it is recognized that emergencies may create a need to cause an interruption of the school program, this type of interruption is to be kept to a minimum. Teachers who believe that classroom interruptions are not following either District or local school policy may utilize the following procedures:

1. Within five working days of repeated interruptions, the teacher may submit a written complaint to the principal and the chapter chairperson outlining the classroom interruptions. The principal shall respond in writing to the teacher and chapter chair regarding disposition within five working days.
2. If the same policy violations continue, the teacher may submit a written complaint to the Local District Superintendent.
3. The Local District Superintendent or designee will review the complaint and provide a written resolution to the teacher within ten days.
4. The Local District Superintendent or designee will record all such complaints and submit a report of all complaints to the District Superintendent (Attachment A) each semester. At the end of each semester the District Superintendent or designee will provide UTLA and AALA with a report of all complaints regarding interruption of instructional time, by location (Attachment B).

For further assistance, please call Maintenance Operations at (213) 633-7587.

## I PURPOSE

The purpose of this bulletin is to provide school-based staff with reporting procedures to resolve school cleanliness concerns.

## II PROCEDURE

The following procedures shall be followed when staff believes that a lack of cleanliness exists for more than two weeks or presents an immediate health and safety problem.

A. The staff member shall report the condition in writing to the site administrator, who in turn will notify the Chapter Chair.

B. The site administrator shall assess the concern within 10 working days.

- If cleanliness conditions and/or immediate health and safety problems exist, the site administrator shall make every effort to promptly resolve that condition by better use of existing staff, use of unrestricted local school resources, or referring the problem to the Local District Superintendent if the issue cannot be resolved at the school level (see Section C).

- If the site administrator determines that one or both of the above conditions do not exist, the site administrator shall notify the staff member and Chapter Chair in writing.

The staff member or Chapter Chair may request a review by the Local District Superintendent if they feel that the situation has not been adequately resolved.

C If the site administrator cannot resolve the situation at the school level or does not have sufficient funds to address the issue, the site administrator shall refer the complaint to the Local District Superintendent. The Local District Superintendent shall review the report with the Local District Facilities Director (LDFD) within ten working days.

- If a cleanliness problem exists, the LDFD shall have the authority to utilize local district maintenance resources or refer the complaint to the Maintenance and Operations Central Office for resolution within ten days. If the Local District Superintendent and the LDFD determine that cleanliness conditions and/or immediate health and safety problems do not exist, the Local District Superintendent shall provide an explanation in writing to the staff member, Chapter Chair, and site administrator.

The staff member, Chapter Chair, or site administrator may request a review by the District Superintendent or designee if they feel that the situation has not been adequately resolved.

For assistance, contact James Konantz, Information Technology Division at 213-625-4906.

## I. BACKGROUND

The Los Angeles Unified School District recognizes that there may be circumstances at local school sites when teachers have concerns regarding the provision of adequate textbook and supplies. Therefore, the District has established the following District policy and procedures, in agreement with UTLA, to address such concerns.

## II. PROCEDURE

Procedures Regarding the Provision of Instructional Materials and Textbooks are as follows:

1. Whenever a teacher reasonably believes that there are not adequate necessary instructional materials and textbooks, he/she should report the shortage in writing to the site administrator. The site administrator shall provide a copy of the report to the Department or grade level Chairperson and UTLA Chapter Chair.

2. Within five days after the receipt of the teacher's report, the site administrator shall:

- Review the teacher report. If a shortage is determined, the site administrator may utilize any appropriate means or existing unrestricted or appropriate school account in order to resolve the shortage.
- When the site administrator's decision is in conflict with Article XXVII, the site administrator will provide to the appropriate local leadership council in writing the reasons for utilization of funds.
- If the site administrator determines that a shortage does not exist or that sufficient funds do not exist to address this issue, the teacher, UTLA Chapter Chair and Local District Director of School Services shall be notified in writing.

3. Within ten days of the written notice referred to above, the Local District Director of School Services shall:

- Determine if a shortage exists.
- Review the school budget with the site administrator and utilize any appropriate means or existing unrestricted or appropriate school account in order to resolve the shortage.
- Utilize available Local District resources to address the school shortage.
- If the Local District director determines that the shortage exists and that there are no local school or Local District resources available to resolve the shortage, a report shall be submitted to the Local District Superintendent for resolution.
- Provide written notice to the school site administrator and chapter chair that contains a description of the actions taken to address the issues raised by the report of alleged shortage or a description of the findings that support the decision that a shortage does not exist.

4. If, after this process, the Chapter Chair believes that the shortage has not been appropriately resolved, UTLA may request a review of the matter by the general Superintendent. Within ten working days of receipt of the request, the Superintendent or designee shall provide written notice to the school site administrator, Chapter Chair, UTLA President and Local District Superintendent of what steps, if any, have been ordered to resolve the issues raised by the initial report of alleged shortage. If the general Superintendent or his/her designee determines that a shortage does not exist or that sufficient funds do not exist to address the issue, he/she shall so notify the parties named above.

5. Resolution

The issue shall be considered resolved if instructional materials or supplies are provided or if appropriate textbooks have been ordered (i.e. order has been sent to the vendor) or have been determined to exist. The Local District Director of School Services will make every effort to provide "interim" textbooks pending the delivery of textbook orders

III RESOURCES

For information on the implementation of the UTLA Contract, please contact the Office of Staff Relations at 213-625-6056

<p><b><u>UTLA Report Form</u></b></p> <p style="text-align: center;"><b>Textbook and Instructional Materials Concerns</b></p> <p style="text-align: center;"><b>School Cleanliness/Safety Concerns</b></p> <p style="text-align: center;"><b>Maximizing Instructional Time Concerns</b></p> <p>Date Concern Filed: _____</p> <p>Teacher Name: _____</p> <p>Emp. # _____</p> <p>School: _____</p> <p>Local District: _____</p> <p>Principal: _____</p> <p>Briefly state the shortage of Textbook/Instructional Materials, Cleanliness and Safety Concern, or Instructional Time Concern.</p> <p>_____</p>
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**Submit original form to the Principal. Please give a copy to your Chapter Chair. Your Chair will FAX a copy to UTLA c/o Terry Skotnes at (213) 368-6256. For more information, please refer to the following LAUSD memorandums: K-1 (Textbook Concerns), M-65 (Maximizing Instructional Time) and Y-1 (School Cleanliness Problems) for more information.**