

ARTICLE X

EDUCATOR DEVELOPMENT, SUPPORT AND EVALUATION

- 1.0 Purpose: The purposes of these procedures are to encourage a career long growth model of educator development and support, evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, and continue to improve the quality of educational services provided by employees.
- 2.0 Evaluator: The employee's immediate administrator shall be ~~solely~~ responsible for **evaluating the evaluation of** the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions ~~to another administrator~~, 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. **Nothing in this article or section shall preclude UTLA bargaining unit members from observing other members and/or providing feedback.**
- 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. In the case of permanent employees who are deemed "highly qualified" under 20 U.S.C. Section 7801, and have been employed by the District for at least 10 years, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:
- a. Any such arrangement for an evaluation beyond the two-year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.
 - b. **However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.**
 - c. Because the Education Code (Section 44664) makes these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of the notice provisions of paragraph b. above are subject to grievance procedures.

- d. In recognition of the increased time and effort that improvements to the evaluation system entail for both site administrators and teachers, the District immediately will be authorizing extensions of the period of time between evaluations for most employees with ten or more years of experience, from every second year to every third, fourth or possibly fifth year, pursuant to agreement between the administrator and employee, as provided above.

3.1 Notification to Employee:

- a. An employee who is to be evaluated during a given academic year shall be so notified by site administration, if not by the end of the previous academic year then by the Fall norm day of the evaluation year or the last workday of the 5th week of school, whichever is earlier. In the case of employees first reporting to work at a school within the ten-day period preceding the above Fall notice date, or later, the notice is to be given within ten workdays of the employee reporting to work at the school.
- b. Employees newly assigned to a school later than the last workday of the eighth week of the Fall term shall not be subject to evaluation that year, except in situations where the employee does not have permanent status or has received a below-standard evaluation in the previous academic year.

4.0 Establishment of Objectives:

- a. By the last workday of the eighth week of the academic year, the evaluator and employee shall work cooperatively to establish the employee's objectives for the year. The establishment of objectives shall be accomplished through one or more Initial Planning Conferences to discuss Initial Planning Sheets, proposed objectives and related strategies.
- b. For employees newly assigned to the school after the notice period of Section 3.1 but before the last workday of the 8th week of the academic year, the evaluator and employee shall work cooperatively to establish the employee's objectives for the year no later than the last workday of the twelfth week of the academic year.

4.1 Individual performance objectives and overall performance expectations 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 management of classroom climate and learning environment, with mutual respect and proper sensitivity to such issues as race, gender identity, ethnicity, identified disabilities, and socioeconomic differences.
- e. Performance focus elements to be included in individual objectives shall be limited to seven for each employee, all of which are to be drawn from 15 District-designated annual focus elements. Of the seven, three (3) will be designated by the District, an additional three (3) will be selected by the employee, and one (1) will be cooperatively selected by the employee and evaluator; and
- f. For non-teaching employees such as counselors, psychologists, PSA Counselors and other support 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:

- a. Employees being evaluated shall receive one (1) Formal Observation during the academic year, no later than the last workday of the sixth week of the second semester. The Formal Observation shall be followed by a post-observation conference between the evaluator and employee to discuss the employee's performance toward meeting the individual objectives established pursuant to Sections 4.0 and 4.1 of this Article. The post-observation conference shall occur no later than ten (10) workdays after the formal observation.
- b. The ratings for a Formal Observation shall be "Effective Practice", "Developing Practice", and "Ineffective Practice".
- c. Employees being evaluated shall receive one (1) Growth Plan visit during the academic year. Performance during Growth Plan visits shall not be rated.

- d. If problems are identified during a Formal Observation, Growth Plan Visit, or any other type of observation, the evaluator shall meet with the employee, make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within four workdays of a post-observation conference, post-growth plan visit conference, or other types of conferences in which problems are identified, a copy of records relating to observations, conferences and assistance offered or given, shall be provided to the employee for the employee's information, guidance, and as a warning to improve performance.
- e. Provisional and Probationary employees, and any employees whose evaluation cycle has been scheduled as the result of receiving an overall final evaluation of Below Standard for the previous year, are encouraged to pursue additional voluntary Formal Observations and Growth Plan Visits and related guidance and assistance to encourage development opportunities as needed.
- f. While the entire evaluation cycle is an inherently collaborative and reflective process, the written "reflection" elements of the evaluation cycle are to be considered voluntary and optional for the employee.

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. The ratings for a Final Evaluation shall be "Exceeds Standards", "Meets Standards", and "Below Standard". Prior to the end of the school year the evaluator shall hold a Final Evaluation Conference with the employee to discuss the content of the Final Evaluation Report. When a Final Evaluation Report is marked "Below Standard," the evaluator shall specifically describe in writing the area(s) 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 Grievances: 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 "Exceeds Standards" or "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).

- 6.4 The final overall evaluation rating of “Meets Standards” shall not be treated as the equivalent of “Below Standard” for purposes of accountability as described in other parts of this article or other parts of this Agreement. Additionally, an overall rating of “Meets Standards” shall not be used as grounds for discipline or as grounds to disadvantage the employee for purposes of “skipping” criteria in a reduction in force.
- 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, and of the substitute's right to a meeting with representation. Upon employee request, a meeting will be held to discuss the matter. 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. The timeliness of the employee's request for a meeting, or the non-availability of the employee or representative shall not delay issuance of the Inadequate Service Report beyond the ten working days period set forth above. 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 wishes 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 or her 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.

8.5 Evaluation of Itinerant Employees: An Evaluation Work Group, comprised of three (3) UTLA appointees and three (3) District appointees, shall be established to improve the evaluation process for itinerant employees. The Work Group shall meet quarterly and shall provide recommendations to their respective bargaining teams. (AGREED)

9.0 Peer Assistance and Review – General Provisions:

- a. The Peer Assistance and Review ("PAR") Program is a State-wide program designed by the State of California to provide assistance and guidance to both new and experienced classroom teachers in order to improve their instructional skills. It is intended that the District's PAR Program is to be carried out consistent with the statutory mandates of the PAR Program, and that any provisions of this Article in conflict with that statute (as amended from time to time) are to be deemed conformed to it. It is understood that this Article will not repeat all provisions of the governing statute and will instead focus upon selected aspects of the program. Nothing in the PAR Program is intended in any way to limit the authority of the District to develop additional evaluation and assessment guidelines or criteria concerning teacher performance consistent with State law.
- b. The PAR Program is funded by the State of California, and it is not expected or required that the District either directly or indirectly utilize general fund resources for this program. In the event that the State changes the funding mechanism (e.g., by "block granting" the program with others, rather than directly reducing the funding level), the parties will immediately reopen this Article to discuss the impact of the change and the District's response.
- c. The PAR Program is intended to supplement and support the Evaluation procedures of Article X, but in no case to replace or supplant those procedures. In no event shall the provision of the services provided by the PAR program, or the completion or outcome of such services, be regarded as an entitlement for any employee, or as a precondition for any evaluation, disciplinary action, non-reelection, contract non-renewal, or statutory termination of employment.
- d. The employee recipients of PAR services are referred to throughout this Article as "Participating Teachers," and the providers of PAR services are generally referred to as "Consulting Teachers."
- e. Subject to applicable law, the PAR Program within the District is governed by the PAR Panel, whose composition, authority and duties are described in sections 6.0 and 7.0 below. All Consulting Teachers' selections, service assignments, revisions and renewals are at the discretion of the PAR Panel. Because of the significant role played by teachers and UTLA in the

PAR process, no disputes or claims relating to the decisions or actions of the PAR Panel or of Consulting Teachers shall be subject to the grievance and arbitration provisions of this Agreement.

10.0 PAR Program Description: There are three service components of the PAR program:

- a. Component One provides review, assistance and guidance to permanent teachers who have received either an overall below-standard Stull evaluation or a Notice of Unsatisfactory Service, in either case as a result of below-standard teaching skills. (If such an evaluation or notice has resulted in a grievance which has not been resolved by the commencement of services for the following school year, the teacher shall nonetheless be required to enter the PAR Program at that time.) Full participation by the Participating Teacher is a mandatory duty, to the extent that such services are made available. Component One services are the first priority for the PAR Program.
- b. Component Two provides assistance and guidance to nonpermanent teachers, with particular emphasis upon the District's instructional priorities and related teaching skills. Component Two services are the second priority for the PAR Program, with teachers assigned to schools of greatest need (based upon the State's Accountability Index rankings) to be served first.
- c. Component Three is a voluntary program designed to provide assistance to non-permanent and/or permanent teachers who have been positively evaluated, but who wish to avail themselves of such services in order to improve their professional practices. Component Three services are the third priority for the PAR Program, with teachers assigned to schools of greatest need (based upon the State's Accountability Index rankings) to be served first. The assignment of such services will be directed by the PAR Coordinator.

11.0 PAR Program Support:

- a. Subject to the funding and priorities described above, the level of support provided to Participating Teachers shall be:
 - (1) For Component One, up to 240 hours of 1:1 assistance and review by a Consulting Teacher for each Participating Teacher
 - (2) For Component Two, up to 120 hours of 1:1 assistance and review by a Consulting Teacher for each Participating Teacher, based upon individual assessments made by the Consulting Teacher.
 - (3) For Component Three, the support services, including but not limited to staff development training opportunities, would be as determined by the PAR Panel.
- b. There shall be three pools of Consulting Teachers as follows:
 - (1) First are retired employees who apply and meet the qualifications described in section 4.0 below, and are selected as Consulting Teachers. They will be assigned on an hourly

basis (X Basis) for up to a maximum of 480 hours annually, and will be paid at their regular hourly rate.

- (2) Second are active full time teachers who apply and meet the qualifications described below, and are selected as full time Consulting Teachers by the PAR Panel. They will be assigned a schedule of C Basis or longer, as determined by the Joint Panel, and will also receive an annual stipend of \$4,300 for A Basis, adjusted proportionately to correspond to any shorter assigned annual basis.
- (3) Third are active full time regular teachers who apply and meet the qualifications described below, and are selected as hourly service providers by the PAR Panel as a supplemental assignment outside of their regular full time assignment. They will be assigned on an hourly basis (X Basis), paid at their regular hourly rate, and directed by the PAR Coordinator. Also, National Board Certified teachers may be utilized as part of this same pool, as part of their 92-hour obligation, subject to whatever NBC assignment procedures are in effect at the time.

12.0 PAR Consulting Teacher Qualifications and Selection Criteria:

- a. Consulting Teacher applicants must possess a clear California credential, and must have completed eight years of full-time District service with a satisfactory performance record (in terms of evaluations and service notices) covering the most recent five years.
- b. Current employee applicants must have permanent status, must have been a full time classroom teacher for at least three of the preceding five years, and retired employees must have had full time classroom teacher experience within the three year period preceding application (this last qualification is not required for a retired employee to continue their Consulting Teacher status once appointed).
- c. Applicants must be computer literate and have an active email address, and be willing to perform their Consulting Teacher duties at any site in the District as assigned.
- d. Applicants must also submit, with their letter of application and resume, a letter of reference from a site administrator and a Chapter Chair (in both cases referring to individuals who are closely familiar with the applicant's work), and also one additional letter of reference from any source selected by the applicant. The PAR Panel may also require all applicants to attend a pre-application orientation session.
- e. Applicants will also be expected to demonstrate their success in the classroom, including exemplary teaching experience and implementation of the California Standards for the Teaching Profession; familiarity and facility with various instructional strategies and techniques; knowledge of current educational research on learning theories, classroom management and change processes; experience with the planning, preparation and successful implementation of a standards-based instructional and promotional practices and program; knowledge of content and curriculum for the appropriate subject and grade levels; exemplary knowledge and evidence of creativity and initiative with respect to curriculum, materials and methods; comprehensive

knowledge of disciplinary strategies and classroom management; and knowledge of support resources and their use to enhance academic achievement and rigor.

- f. Other qualifications include effective interpersonal skills and successful experience working cooperatively with staff, parents/guardians, and community; effective communication skills (oral and written); leadership experience with professional development, including effective demonstration and presentation of skills; strong personal characteristics, including creativity, personal initiative, tact, the ability to handle confidential matters, good judgment and discretion; ability to assess situations and problems, and skill in providing appropriate suggestions and assistance to others; and knowledge of, and ability to coordinate and use available support resources.
- g. Other desirable qualifications include, but are not limited to, (a) knowledge of California Content Standards and Frameworks and related instructional and promotional practices, (b) holder of CLAD/BCLAD credential or equivalent, and (c) experience with students with diverse needs, including familiarity with the current Chanda Smith Consent Decree.

13.0 PAR Consulting Teacher Duties and Responsibilities:

- a. Works cooperatively with the PAR Panel and the PAR Coordinator. Establishes lines of communication and a cooperative working relationship with the Participating Teacher and the responsible Principal. The mutual goal of the Consulting Teacher, Participating Teacher and Principal is to improve the performance of each Participating Teacher.
- b. Establishes confidentiality understandings, signs the confidentiality agreement, and maintains appropriate confidentiality at all times.
- c. Schedules and conducts initial assessments for Participating Teachers. This includes review and familiarity with the performance evaluations of the Participating Teacher.
- d. Jointly with the Participating Teacher, establishes the individualized PAR performance goals and objectives and supporting activities for the Participating Teacher, all of which are to be based on the California Standards for the Teaching Profession, and aligned both with student learning and with the performance objectives in the Participating Teacher's regular evaluation process. (The Principal or designee continues, while the teacher participates in the PAR Program, to be responsible for the teacher's regular evaluation, including evaluations for any employee who received an unsatisfactory evaluation in the previous year, and related observation and reporting activities.) The PAR performance goals for the Participating Teacher shall be in writing, in a user-friendly format. The supporting activities of PAR and the Participating Teacher are to be set forth in a written plan and calendar for assistance.
- e. Meets on a regular basis with the Participating Teacher, and conducts classroom visitations and observations. Maintains a log documenting such activities, and keeps a record of the assistance provided.

- f. Assists the Participating Teacher in accessing appropriate Staff Development activities, and also maintains the Consulting Teacher's own ongoing professional development.
- g. Prepares a series of periodic reports to the PAR Panel on the intervention process and progress of each assigned Participating Teacher, including forwarding to the PAR Panel the names of any Participating Teacher who was not able to demonstrate satisfactory improvement.
- h. Consulting Teacher services are not, and shall not be treated as, either management or supervisory functions. Consulting Teachers shall have the same protection from liability, and the same rights to defense, as other school employees (see Education Code 44503 (c)).

14.0 PAR Panel Qualifications and Selection:

- a. The PAR Panel shall be comprised of nine members, five of whom are appointed by UTLA and four of whom are appointed by the District. The appointing parties shall establish their own criteria for such appointments, but they must have had satisfactory evaluations and service for at least the previous five years and there should be some attempt at balance between elementary and secondary experience.
- b. The Panel requires a quorum of seven to determine its required reports to the Board of Education pursuant to Section 15.0 h. Other quorum rules shall be as determined by the Panel. All Panel members shall strive to make Panel decisions by consensus whenever possible, but if that is not possible then the decision will be made by majority vote among those present.
- c. Employee members of the Panel shall receive an annual stipend of \$4,300, subject to reduction by the Panel in the event of funding shortages.
- d. Panel members shall have the same protections from liability, and same rights to defense, as other school employees (see Education Code 44503 (c).)

15.0 PAR Panel Duties and Responsibilities:

- a. Establishes guidelines for the operation of the Panel itself, including selection of the Chair.
- b. Maintain appropriate confidentiality as to all Panel business, and sign the confidentiality agreement.
- c. Determines the PAR coordinator's duties and qualifications, and selects the coordinator.
- d. Selects, assigns, reassigns, reviews, evaluates, and renews or releases the Consulting Teachers, consistent with applicable rules and guidelines. Also coordinates the professional development of the Consulting Teachers.
- e. The Panel and the PAR coordinator shall work collaboratively with one another, with the Consulting Teachers, and with the Participating Teacher's administrators.
- f. Administers the funds provided for implementation of the PAR Program. No more than 5% of the funds may be expended for administration expenses.

UTLA Proposal 5/12/22

LAUSD Counter-proposal 6/02/22

UTLA Counter-proposal 9/29/22

LAUSD Counter-proposal 9/29/22

- g. Reviews the reports and documentation submitted by the Consulting Teachers.
- h. Makes recommendations to the Board of Education regarding the ability of each Participating Teacher to demonstrate satisfactory improvement, and regarding the retention of Participating Teachers in the PAR Program.
- i. Participates in the Panel's own ongoing training.
- j. Annually evaluates the effectiveness and impact of the PAR Program.

ARTICLE XV

SALARY POINT CREDIT

- 1.0 Requirements for Salary Point Credit on the Preparation Salary Table: After placement on the Preparation Salary Table, employees shall be entitled to earn salary point credit as provided in this Article. All of the April 26, 2005 changes in Articles XIV and XV are to become effective only for future salary point credit and rating-in determinations, and were made possible only by amendments to the applicable Education Code and Government Code sections so that none need be made on a retroactive basis and no past determinations need be disturbed nor will be disturbed, either positively or negatively. Application of the new rules will be limited to coursework/activities completed on or after April 26, 2005. Determinations made by the Joint Salary Point Credit Committee shall similarly be applied prospectively.
- 1.1 Salary Point Credit on the Preparation Salary Table -- General Policy:
 - a. (Effective April 26, 2005) In order to qualify for salary point credit, coursework must be directly related to the subjects commonly taught in the District (pre-K through grade 12) or the coursework must be completed as part of a broader accredited education program such as First Aid or CPR. 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. As provided in Section 6.0 below, coursework used to meet minimum preparation requirements will not be granted salary point credit. See section 1.2 below for certain limited exceptions to these rules.
 - b. Salary Point Credit for coursework consistent with the requirements of this article will become effective as provided in Article XIV, Sections 20.1 and 20.2. Appropriate documentation must be filed with the Salary Allocation Office. For coursework offered by accredited universities, the "U" form is used. For Professional Development Point Project Courses offered by certificated LAUSD employees, the "P" form is used. For Point Project Courses offered by non-accredited institutions, the "NA Approved" form is used. "P" and "NA Approved" courses must be reviewed and approved by the Joint LAUSD/UTLA Salary Point Credit Committee prior to the beginning of the course.
- 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.
 - b. Credit for advanced degree differentials from an accredited college or University requires verification of the degree award.
 - c. Salary point credit for repeat coursework shall not be allowed unless five (5) years have passed since the course was originally taken.
- 1.3 Examples of Approved Coursework:

UTLA Proposal 5/12/22

LAUSD Counter-proposal 6/02/22

UTLA Counter-proposal 9/29/22

LAUSD Counter-proposal 9/29/22

- a. Coursework directly related to the subjects commonly taught (includes coursework leading to an advanced degree and coursework pursued for credential renewal requirements).
- b. Coursework leading to a new preliminary or clear teaching credential or certificate in designated shortage fields accepted by the District.
- c. Coursework leading to the acquisition of a District-identified "target" language.
- d. 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 English Language Learners (ELL).
- e. Coursework required for acquisition of a Special Education certificate or credential.
- f. Coursework related to teaching reading, teaching reading in the content areas, and teaching reading to speakers of other languages.
- g. 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.)
- h. Coursework in a designated shortage field.
- i. Coursework leading to an advanced degree in an appropriate subject field or leading to a preliminary or clear teaching credential.

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. 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 decision. Decisions by the joint panel are 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. 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 decision.
- c. 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.
- d. In an effort to avoid appeals, 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.

- 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.
- a. All coursework must have a grade of “C or better or show the equivalent of a passing grade (e.g., “satisfactory”, or “pass”) in order to receive credit. In all cases, coursework that reflects a grade of “D” or below (including “no credit”, “unsatisfactory” or “No Pass”) shall not be eligible for salary point 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 “contact hours” is expanded to include a variety of instructional methods such as videotaped/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 employee opportunities to interact with the instructor. Distance learning programs that rely predominantly on print-based correspondence, will continue to be denied for salary point credit. (This section shall not apply to courses offered in accredited institution of higher learning as described in Article XV, Section 7.0)
- 3.2 Credit for coursework which does not meet the minimum standard requirement for contact hours with the instructor or the requirement for outside preparation, will be pro-rated for salary advancement purposes provided it meets all of the requirements of this Article. For example, a course for which a 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 Professional Development point project courses (“P” and “NA Approved”) 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: ~~(Effective April 26, 2005) Salary Point Credit shall not be granted for any point projects, study or travel undertaken during LAUSD paid time. ~~or where tuition or other reimbursement was paid for by the District.~~ Examples of paid time include: the normal school day; pupil free days; professional development days; Buy-back days; hours compensated by professional expert, training pay, or in cases where a substitute was provided. As an exception, point credit may be granted if the tuition or other reimbursement is paid by a grant or other special fund such as The Governor's Institute.~~ In addition, salary point credit may be granted for university credit awarded for student teaching pursuant to an accredited teacher preparation program. (AGREED)

- 6.0 No Credit for Study Used to Meet Minimum Requirements: Except as otherwise provided, units completed prior to earning a Bachelor's
- 7.0 Point Credit for Study in Accredited Institutions of Higher Learning: (Effective April 26, 2005) 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 this Article. 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.
- 7.1 All other requirements for salary point credit will be evaluated by the District Salary Allocation Office.
- 8.0 Credit for Study in Schools Other than Accredited Institutions of Higher Learning: Salary point credit may be granted for study in organizations other than accredited institutions of higher learning provided such study meets requirements of Articles XIV and XV, and meets the guidelines of the Joint Salary Point Credit Committee, and is pre-approved by that committee.
- 8.1 (Effective April 26, 2005) Study undertaken in "nonaccredited" (NA) institutions subsequent to the employee's placement on the Preparation Salary Table for which point credit is requested must have been preapproved by the Joint Salary Point Credit Committee. All study must be completed within one year of the date of the committee's approval.
- 8.2 Joint District/UTLA Salary Point Credit Committee: (Effective April 26, 2005) The Joint District/UTLA Salary Point Credit Committee shall be comprised of eight members; the composition of the committee shall be four (4) teachers appointed by UTLA and four (4) administrators appointed by the District. Appointed members will serve staggered terms for training and succession planning purposes. The Joint Salary Point Credit Committee will function under the direction of two (2) co-chairpersons; one to be designated by UTLA and one to be designated by the District. A quorum of four (4) members is required, with no fewer than two members representing UTLA and two members representing the District. Committee decisions shall be made by consensus. Meetings shall be held once per month and an additional ½ day (evening) as required; such meetings are to occur on non-instructional time to the

extent possible. The Committee is to have full access to District information concerning professional development offerings.

- 8.3 Joint District/UTLA Salary Point Credit Committee Responsibilities: The Joint District/UTLA Salary Point Credit Committee responsibilities consist of, and are limited to, the following:
- a. Review and pre-approval of applications from individuals, organizations, institutions (other than accredited institutions) to offer non-accredited courses to teachers
 - b. Review and pre-approval of courses to be taken at nonaccredited institutions
 - c. Review and pre-approval of a limited list of institutions from which the District will accept distance or on-line learning courses (correspondence based courses shall remain ineligible for salary point credit).
 - d. Develop guidelines, consistent with the District/UTLA Agreement, for professional development point project classes offered through Local Districts/Divisions.
 - e. Development and approval of related blocks of study for teachers, to be identified as "Professional Domains of Study", which shall be pre-approved for salary point credit.
 - f. Review and approval of non-accredited professional development programs which could not reasonably be pre-approved.
 - g. Review and approval of Educational Travel and Work Experience Projects requirements. Review and pre-approval of travel plan or work experience project submitted by employee.
 - h. Review and development of recommendations to the District and UTLA with respect to simplifying and clarifying the rating-in and salary advancement process, and/or development of an alternative salary compensation model for teachers.
- 8.4 The Joint Salary Committee may also, in the exercise of its approval rights, impose reductions in credit or suspend or cancel approval of previously-approved classes if the Committee determines that a program or course does not meet requirements and should not receive the full unit value claimed by the provider. When the Joint Salary Point Credit Committee exercises these rights it shall immediately inform, in writing, the Director of Salary Allocation Office of its decision(s). Because it is a joint Committee, all of its decisions pursuant to sections 8.3 and 8.4 shall be considered final and binding, and not subject to grievance/arbitration procedures.
- 9.0 Provision for Professional Development Point Projects: Provision by the District for in-service education shall include Professional 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 Professional Development Point Project Classes Responsibility: The Division of Instructional Services shall be responsible for authorizing Professional Development Point Project

Classes scheduled for employees. It shall be the responsibility of the Joint Salary Point Credit to insure that Professional Development Point Project Classes are planned with the involvement of the employees concerned and to meet their inservice education needs.

- 10.1 Professional 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 Responsibility for Conducting Professional Development Point Project Classes: It shall be the policy of the District whenever feasible to conduct Professional 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 Professional Development Point Project Classes: Instructors for Professional Development Point Project Classes must have an appropriate credential and be approved by the Division of Instructional Services.
- 12.1 Instructors of Professional 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 Professional 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 Professional 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 Professional Development Point Project Classes: Responsibilities of instructors of Professional 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: Professional 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 Professional 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 (Effective April 26, 2005) Course Requirements for Professional Development Point Project Classes: Professional Development Point Project Classes shall be offered on the basis of fifteen contact hours 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 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 Professional Development Point Project Classes may be scheduled from one to six units of salary point credit. Several classes or meetings requiring fewer than fifteen class hours may be combined to constitute a one point Professional Development Project provided that the time totals fifteen hours and all other requirements are met.
- 17.0 (Effective April 26, 2005) Salary Point Credit for Participation in Professional Development Point Project Classes: Qualified employees may receive salary point credit for satisfactory participation in Professional Development Point Project Classes on the basis of one salary point for fifteen hours of satisfactory participation plus required outside preparation. To qualify for credit, participants must not miss more than two class hours in a fifteen-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: Salary point credit shall be allowed for educational travel subject to the following conditions:
- a. (Effective April 26, 2005) A Travel Plan has been approved in advance by both the employee's immediate administrator and the Joint Salary Point Credit Committee;
 - 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 to the immediate administrator for approval and forwarded to the Salary Allocation Office, the report must 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. For employees hired on or after July 1, 1996 the point value shall be one salary point credit for each two weeks of travel, and a career maximum accumulation shall be seven salary points for educational travel. For employees hired on-or-before June 30th, 1986, the point value shall be one salary point for each week of travel, not more than 16 salary points shall be accumulated for educational travel during the entire service of the employee.
- 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 workweek 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.