

**TENTATIVE AGREEMENT  
BETWEEN  
BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL  
&  
UNITED TEACHERS LOS ANGELES**

**TO SETTLE 2026-2027 REOPENER NEGOTIATIONS**

**May 19, 2026**

This tentative agreement fully settles 2026-2027 reopener negotiations between Birmingham Community Charter High School (“BCCHS”) and United Teachers Los Angeles (“UTLA”). The elements of the proposal are as follows:

**1. Article XIII – Leaves of Absence**

Agreement as specified in the tentative agreement dated May 19, 2026, which is attached hereto as Appendix A.


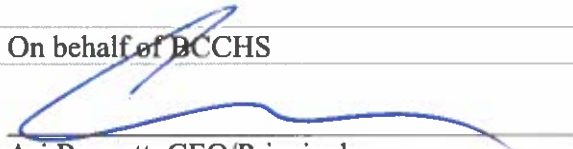


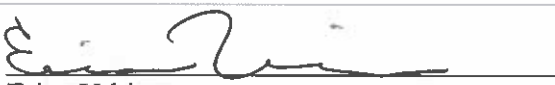

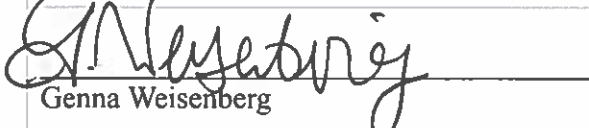
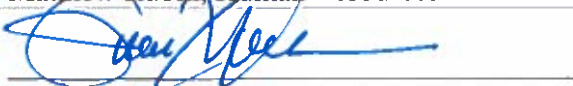
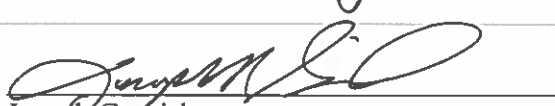
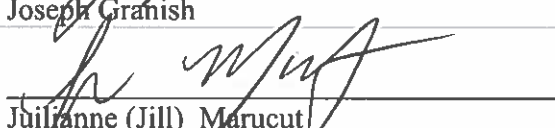
**2. Article XVIII – Compensation and Salary Point Credit**

Agreement as specified in the tentative agreement dated May 19, 2026, which is attached hereto as Appendix B.

**3. Article XIX – Health and Welfare**

Agreement as specified in the tentative agreement dated May 19, 2026, which is attached hereto as Appendix C.

**SUBJECT TO FINAL RATIFICATION BY THE PARTIES:**

On behalf of UTLA	On behalf of BCCHS
 Richard DeFronzo	 Ari Bennett, CEO/Principal
 Carlo Purther	 Kristine Torres, Chief Business Officer
 Erica Urbina	 Matthew Rubin, Human Resources
 Genna Weisenberg	 James E. Young, Legal Counsel
 Joseph Granish	
 Julianne (Jill) Marucut	

**APPENDIX A**  
**TENTATIVE AGREEMENT**  
**BCCHS/UTLA**  
**May 19, 2026**

**ARTICLE XIII - LEAVES OF ABSENCE**

**13.1 General Provisions:**

**13.1.1 Eligibility:**

Probationary and permanent employees shall be eligible for certain paid and unpaid leaves as outlined herein. Temporary, intern, and provisional employees shall be eligible for all leaves other than those provided in Sections 13.6, 13.9, 13.10, and 13.11. Unless provided otherwise below, the provisions in this Article do not apply to substitute, or retired teachers, though other statutory provisions may apply.

**13.1.2 Health & Welfare Benefits:**

Employees who are on unpaid leaves and employees who exhaust their paid benefits while on paid leave are not eligible for BCCHS-paid health and welfare benefits while in unpaid status. As an exception, employees on approved unpaid Family Care and Medical Leave are eligible for BCCHS-paid benefits provided they are otherwise eligible for such benefits as provided in Section 13.13 of this Article. Also, employees in unpaid status may arrange for continuance of benefits through COBRA. In addition, employees in unpaid status will have their assignment basis changed from annualized to per diem (pay as you work).

**13.1.3 Restrictions:**

An unpaid leave of absence may not be converted to a paid leave of absence. No employee shall be eligible for a permissive leave from the School who has had two (2) semesters of permissive leave during the six (6) semesters immediately preceding the requested leave, except as provided in Section 13.6, 13.8 and 13.11. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Executive Director or designee ("Designee") may, in his or her sole discretion, grant a waiver from this limit, for one semester.

**13.1.4 Notification Requirements:**

- a. The deadline for permissive 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.
- b. Unless otherwise provided in this Article, an employee who intends to be absent for twenty (20) working days or less must make every reasonable effort to notify Human Resources. When the absence is to be for one (1) day only,

employees may, when reporting the absence to the school, 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 (1) 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.

- c. Notification requirements for an approved Pregnancy-Related Disability Leave/Family Care and Medical Leave/California Family Rights Act Leave shall be in accordance with legal requirements.

#### 13.1.5 Cancellation of Leave:

With the exception of Illness and Personal Necessity, 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. Exceptions may be made in the sole discretion of the School. 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. In the case of an early return from family care and medical leave, if the employee informs BCCHS of a desire for early return BCCHS will, if feasible, return the employee to service within two (2) working days after the employee notifies BCCHS of the request to return.

#### 13.1.6 Notice of Intent to Return:

Three (3) calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the School, the employee must notify Human Resources 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. This Sub- Section does not apply to paid Illness Leave under Section 13.2.

#### 13.1.7 Return from Leave – Medical Review Committee:

An employee not approved to return from a leave by the School's designated physician may appeal to a Medical Review Committee. The committee shall be comprised of a School designated 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 School and UTLA. A majority decision by the Medical Review Committee shall be final and binding.

### 13.2 **Illness Leave (Paid):**

An employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.

### 13.2.1 Accrual:

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, or an assignment for which a lump-sum payment is or could be received.

### 13.2.2 Full-Pay Illness Days:

- a. A unit member can use accrued paid sick leave for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a spouse or registered domestic partner (as recognized by the State of California), child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of the unit member or the unit member's spouse or registered domestic partner (as recognized by the State of California), or person who stood in loco parentis when the unit member was a minor child), grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.
- b. At the beginning of the pay period immediately preceding July 1, each active employee shall receive credit for full-pay illness absence hours up to ten (10) days (pro-rated for those employed for less than a full school year) prior to accrual.

### 13.2.3 Use of Illness Days:

- a. 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 50% Differential pay may be used pursuant to Section 13.2.5. Additional days of illness absence will be at fifty (50%) up to the total of 50% Differential days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation (if applicable). Pay for absence shall not be made in increments of less than 0.25 hours (15 minutes) – except for absences at the very beginning of the instructional day, which shall be made in increments of 0.1 (6 minutes) in accord with the terms of Section 18.7.2.
- b. An employee who is absent shall be required to certify the reason for absence. Also, the School 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.
- c. An employee absent from duty for any illness, injury, or other disability for more than three (3) consecutive working days shall be required to submit a signed verification from a health care provider on letterhead. An employee

absent for more than twenty (20) consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.

d. If requested, unit members must present a physician's statement certifying the unit member's fitness to return to duty after illness.

e. Pilot Attendance Incentive Program

During the school years 2026-2027 and 2027-2028, in the event the unit member utilizes no more than one (1) sick or personal necessity leave day in any semester, such unit member shall receive a one-time payment of \$250.00. This program shall sunset unless extended by the parties.

13.2.4 Unused Illness Days:

Full-pay illness days shall be cumulative from year to year without limitation. Any such days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Employees will not be paid for unused sick time upon separation from employment.

13.2.5 50% Differential Pay:

- a. The purpose of this sub-section is to allow employees to have the possibility of at least 100 days of paid illness time per year for illness, injury, or quarantine of the employee.
- b. At the beginning of the school year, each active employee who is under contract for a full school year (excluding substitute and retired employees), will be allocated up to ten (10) full time illness days as provided in Section 13.2.2b, above. Eligible employees who were in paid status for at least one (1) semester during the previous year and who have accrued fewer than the number of full-pay illness absence hours equivalent to 100 days shall be credited with a sufficient number of additional hours at 50% Differential Pay, so that the employee may remain in paid status for the equivalent of 100 total days. The number of hours of 50% Differential Pay allocated at the beginning of the year when added to the accrued full-pay illness absence days equals the equivalent to 100 total paid illness absence days.
- c. Employees receiving 50% Differential Pay receive one-half of their regular gross salary, minus deductions including but not limited to benefit contributions (if any), retirement contributions, and UTLA dues/fees.
- d. Credit for unused 50% Differential Pay does not accumulate from year to year.

13.2.6 One-Time Exception ("10/90"):

An exception to the "active employee" requirement of Sections 13.2.2 and 13.2.4 will be made upon request once in each employee's career to permit qualification for the annual allotment of ten (10) full pay illness days and the possibility of ninety (90) days of 50% Differential Pay, 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 13.2.3 b & c.

**13.2.7 Use of Unaccrued Illness Days (Overpayment):**

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 BCCHS the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability.

**13.2.8 Reinstatement:**

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 13 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.

**13.3 Personal Necessity Leave (Paid):**

**13.3.1 General:**

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 13.4 of this Article);
- b. Death of a member of the employee's immediate family, when time in excess of that provided in Section 13.4 of this Article is required;
- c. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;

- d. 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);
- e. Religious holiday of the employee's faith;
- f. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake.
- g. 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.
- h. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena for which salary is not allowed under the applicable Section of this Agreement:
  - (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 School; and
  - (3) The employee must return to work in cases where it is not necessary to be absent the entire day;
- i. Conference or convention attendance pursuant to this Article;
- j. 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;
- k. Business transactions, family responsibilities, or lifecycle events that cannot reasonably be deferred to another day or time when the employee is free from duties.
- l. Up to four (4) hours of paid personal necessity leave and up to thirty-six (36) additional hours of 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 (5) 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.

### 13.3.2 Limitations and Conditions:

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

- a. Except as otherwise noted in this Article, the total number of days allowed in one school year for personal necessity absence shall not exceed six (6) days per school year for a probationary, permanent, temporary, or provisional contract employee.
- 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 Human Resources no less than five (5) 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.

#### **13.4 Bereavement (Paid):**

An employee is entitled to a paid leave/absence from the School, not to exceed three (3) 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 (10) calendar days of the death. If more than one death occurs simultaneously, the leaves may be taken consecutively. If out of state travel is required and requested, an additional two (2) days shall be granted. The immediate family is defined as the following relatives of the employee:

- 13.4.1 Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse;
- 13.4.2 Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse);
- 13.4.3 Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse);
- 13.4.4 Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse);
- 13.4.5 Grandchild (includes grandchild of spouse, step grand-children, and grandchildren of cohabitant who is the equivalent of spouse);
- 13.4.6 Brother (includes in-law, step, and brother of cohabitant who is the equivalent of a spouse);
- 13.4.7 Sister (includes in-law, step, and sister of cohabitant who is the equivalent of a spouse);

13.4.8 Aunt or Uncle (includes in-law, step, and aunt or uncle of cohabitant who is the equivalent of a spouse);

13.4.9 Any relative living in the employee's immediate household.

### **13.5 Pregnancy and Related Disability (Paid):**

#### **13.5.1 Paid Disability Absence:**

For that period of time during which the employee (including temporary employees) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her illness leave under this Article.

#### **13.5.2 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-related 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 School 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. BCCHS forms for such certifications, and application forms, shall be available at the main office.

### **13.6 Pregnancy Disability Leave (Paid and/or Unpaid):**

#### **13.6.1 Definition:**

Pregnancy Disability Leave (PDL) is a provision in federal law guaranteeing leave for employees disabled by pregnancy, childbirth, or a related medical condition.

#### **13.6.2 Eligibility:**

Eligibility for the benefit described in section 13.6.3 will be limited to bargaining unit members who have been employed by BCCHS for at least two years, and who qualify for PDL as described above. Employees employed for fewer than two years may have leave rights pursuant to PDL, the family medical leave act (FMLA) and/or the California Family Rights Act (CFRA), if eligible.

#### **13.6.3 Paid Leave:**

- a. Eligible employees are entitled to take six (6) workweeks of PDL leave which shall be fully paid for by BCCHS without drawing from the employee's earned illness time.
- b. If the leave extends beyond six (6) weeks, employees may use available full pay illness leave for the balance of the PDL leave. If full pay illness leave is exhausted, unit members may use half pay leave as described in section 13.2.5.

- c. A workweek is a week in which the employee is normally scheduled to work.
- d. This additional paid leave is a pilot program that will sunset on June 20, 2026 unless renegotiated.

13.6.4 Unpaid Leave:

- a. Employees may take unpaid PDL as permitted in the law.
- b. Child Care leave combined with pregnancy leave may not exceed two (2) semesters.

**13.7 Industrial Injury or Illness Paid:**

13.7.1 General:

Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier. A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the School's insurance carrier to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

13.7.2 Exhaustion of Leave:

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 no more than full normal salary.

13.7.3 Restrictions:

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

13.7.4 Act of Violence:

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 School for such an extension, using a BCCHS 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 School 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 carrier. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the physician. An employee may be required during the extended period to be evaluated by a School designated physician at any time.

### **13.8 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 BCCHS, including but not limited to the following:

- 13.8.1 To be with a member of the immediate family who is ill (see Section 13.4 of this Article for the definition of the immediate family);
- 13.8.2 To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to BCCHS;
- 13.8.3 To rest, subject to the approval of a physician designated by BCCHS;
- 13.8.4 To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required;
- 13.8.5 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;
- 13.8.6 To serve as a State Legislator – such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;
- 13.8.7 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. Sub-sections 13.8.1, 13.8.3, and 13.8.4 above are not subject to these deadlines.

### **13.9 Government Order Leaves (Commissions, Military, Witness, and Jury Service):**

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

- 13.9.2 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.
- 13.9.3 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.
- 13.9.4 The mutual intention of BCCHS 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 BCCHS operations will not be adversely affected.
- 13.9.4.1 An employee summoned to jury service in federal or state court shall notify the immediate administrator of such summons.
- 13.9.4.2 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.
- 13.9.4.2.1 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.
- 13.9.4.2.2 The twenty days limit shall be subject only to such exceptions which may be agreed upon by BCCHS and UTLA.
- 13.9.4.3 As for federal jury service, if the court denies the request for postponement, paid absence shall be granted for the term of the service.
- 13.9.4.4 All jury fees received while on BCCHS-paid status shall be remitted to the Business Office.

### **13.10 Conference and Convention Attendance:**

A paid leave may, in the discretion of BCCHS and upon the recommendation of the Executive Director or Designee, 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. BCCHS shall consult with UTLA regarding these matters.

- 13.10.1 Attendance must lead directly to the professional growth of the employee and the improvement of the educational program of BCCHS;
- 13.10.2 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;
- 13.10.3 The attendance must not result in unnecessary duplication of participation by BCCHS personnel;
- 13.10.4 The attendance must not necessitate the reimbursement of any expenses by BCCHS to the employee; and
- 13.10.5 A written or oral report of the conference may be requested by the appropriate administrator.

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 13.3 of this Article.

### **13.11 Half-Time Leave:**

#### 13.11.1 General:

A regular Half-Time Leave shall be granted to allow a permanent employee to continue service for half of each working day. If a complementary partner 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. Exceptions to the "half of each working day" requirement, may be made in special circumstances. 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.

#### 13.11.2 Half-Time Assignment:

13.11.2.1 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.

13.11.2.2 In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.

- 13.11.2.3 If the employee is unable or unwilling to accept a full-time assignment in such circumstances, the employee shall submit a voluntary resignation.
- 13.11.2.4 New employees hired pursuant to this section shall receive BCCHS paid health benefits pro-rated to the hours of paid service provided the employee contributes the difference with respect to the employer's contribution limit as well as the balance beyond the employer's contribution pursuant to Article XIX, Sections 19.2-19.3.

### **13.12 Reduced Workload Leave:**

#### **13.12.1 General:**

A reduced workload leave shall be granted annually to a permanent full-time employee 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:

- 13.12.1.1 The employee shall submit a request annually to the BCCHS Personnel Department 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.
- 13.12.1.2 The employee has reached age 55 prior to the school year during which the leave is effective.
- 13.12.1.3 The employee was assigned full-time in a certificated position with BCCHS 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.
- 13.12.1.4 An assignment and schedule satisfactory to both the employee and BCCHS 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.

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. 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.

13.12.1.5 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.

13.12.1.6 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.

13.12.2 Health and Welfare Benefits:

Whether the employee is assigned for one complete semester of full-time service per year or half of each working day per year, BCCHS shall maintain the employee's Health and Welfare benefits for eligible employees for the school year.

13.12.3 Step Advancement:

The period of service and leave under half-time and reduced work load leaves may qualify for salary step advancement under Section 18.2 of Article XVIII, and shall qualify for regular health/welfare benefits under Article XIX, Health and Welfare.

**13.13 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:

13.13.1 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.

13.13.2 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 BCCHS Medical Adviser. If the return is approved by BCCHS Medical Adviser the employee will be returned to active service. An employee not approved to return by BCCHS Medical Adviser may appeal to Medical Review Committee under Section 13.1.7 of this article.

13.13.3 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.

**13.14 Family Care and Medical Leave/Absence:**

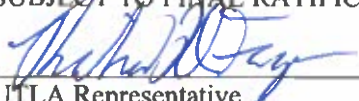
13.14.1 General:

BCCHS shall maintain a current policy for and ensure compliance with the California Family Rights Act ("CFRA") and Family Medical Leave Act ("FMLA"). A unit member shall be allowed to use earned illness time (full-time days only) while on any type of leave that qualifies as CFRA or FMLA, such as illness of a child or family member, or for child bonding.


13.14.2 Restrictions:

In the event that parents who are both BCCHS 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 twelve (12) work weeks during a fiscal year. These employees will still be eligible to take the remainder of their individual twelve (12) week allotment for family care leave for a purpose other than the birth, placement for adoption, or foster care of a child.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
\_\_\_\_\_  
UTLA Representative

Date: 5/19/26

  
\_\_\_\_\_  
BCCHS Representative

Date: 5/19/26

**APPENDIX B**  
**TENTATIVE AGREEMENT**  
**BCCHS/UTLA**  
**May 19, 2026**

**ARTICLE XVIII - COMPENSATION AND SALARY POINT CREDIT**

**18.1 Compensation:**

18.1.1 The BCCHS-UTLA salary schedules are set forth in **Appendix A**. For newly hired employees, initial placement on the salary schedule shall be based on verifiable, credited years of experience and semester units as set forth in section 18.2 below.

**18.1.2 Effective July 1, 2026, (except for the adjustment noted below to the “B” Basis Certificated Salary Table) all certificated salary tables shall be increased by six percent (6%) and BCCHS shall make a one-time, off-schedule retention payment in the amount of \$6,500.00 to all continuing unit members employed as of June 5, 2026. This payment shall be made within thirty (30) days of full ratification of the tentative agreement.**

**There shall be no increase to the Academic Stipend Schedule for 2026-2027 school year.**

**Effective July 1, 2026, all payments under or pursuant to the “B” Basis Certificated Salary Tables shall be based upon the daily rate of the corresponding “C” Basis Certificated Salary Table multiplied by the number of paid days in the “B” Basis Certificated Salary Tables.**

**Negotiations for 2026-2027 are fully closed.**

~~18.1.2 Effective July 1, 2024, all certificated salary tables shall be increased by five percent (5%).~~

~~18.1.3 Effective July 1, 2025, all certificated salary tables shall be increased by three percent (3%).~~

~~The Salary increases noted in 18.1.2 and 18.1.3 above shall fully close negotiations between the parties for the school years 2024-2025 and 2025-2026.~~

~~18.1.4 Effective July 1, 2024, unit members working as Special Education Teachers/Education Specialists shall receive a \$200 stipend for co-taught class/period per semester.~~

~~18.1.32 Effective July 1, 2021, the Master’s Degree & Doctoral Degree stipends shall be modified as follows:~~

- Master's Stipend: \$1250/year
- Doctoral Stipend: \$3000/year

18.1.43 The Differential and Stipend Schedule is set forth in **Appendix B**.

## **18.2 Salary Schedule Advancement:**

18.2.1 BCCHS will pursue creating salary point course opportunities at no charge to BCCHS faculty. Salary schedule advancement is based on semester units (or the quarter unit equivalent of semester units) for undergraduate or graduate level courses, taken at accredited colleges or universities, which are directly related to subjects commonly taught at BCCHS or as part of a broader education program such as BTSA, first aid, CPR, etc.).

18.2.2 Classes taken at a community college must be UC/CSU transferable.

18.2.3 LAUSD-Approved Salary Point Credit courses and distance learning programs shall be allowed.

18.2.4 The employee must provide official transcripts to Human Resources showing a grade of at least "C," "Pass," or better, or an official certificate of successful completion of pre-approved training pursuant to Section 18.2.3.

18.2.5 Salary point credit for repeat coursework shall not be allowed unless five (5) years have passed since the course was originally taken.

18.2.6 Credit will not be given where the course was taken during paid time or where BCCHS paid the tuition and/or costs.

18.2.7 Credit will not be given for coursework completed prior to the earning of a Bachelor's degree, nor for professional development projects, travel, or work experience.

18.2.8 Salary advancement on the salary schedule will be adjusted four (4) times annually, as follows: Salary credits properly submitted and received by June 1<sup>st</sup> will be effective for the pay period beginning on June 30<sup>th</sup>, those submitted and received by September 1<sup>st</sup> will be effective for the pay period beginning September 30<sup>th</sup>, those submitted and received by December 1<sup>st</sup> will be effective for the pay period beginning December 30<sup>th</sup>, and those submitted and received by March 1<sup>st</sup> will be effective for the pay period beginning March 30<sup>th</sup>.

## **18.3 Initial Rating-In:**

Credit for prior years' experience for placement on the salary schedule for unit members new to BCCHS shall be granted as follows:

18.3.1 Allocation to Preparation Salary "T" Table:

Unit members serving under regular credentials who are assigned to positions on the Preparation Salary "T" Table shall be allocated to the table as follows:

- a. Certificated experience under contract at a U.S. public accredited K-12 school: a maximum of ten (10) years is creditable.
- b. Certificated experience under contract at a U.S. private accredited K-12 school: a maximum five (5) years is creditable.
- c. Other teaching experience, including but not limited to Peace Corps, is creditable in the discretion of BCCHS up to a maximum of two (2) years.
- d. Teaching year is defined as working at least 75% of the instructional year from July to June.
- e. Initial column placement shall be determined using the above criteria from the following table:

Years of 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

**18.3.2 Allocation to Preparation Salary "L" Table:**

Unit members serving under alternative credentials (including but not limited to interns) shall be allocated to the Preparation Salary "L" Table as follows:

Initial column placement shall be determined using the criterial in Section 18.3.1 from the following table:

<u>Years of Experience</u>	<u>Step</u>
0	1
1	1
2	2

Advancement from the "L" to the "T" table will be made in accordance with the timelines of Section 18.2.8.

#### **18.4 National Board Certification (NBC) Differential:**

Unit members 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) are entitled to additional compensation, which shall be implemented in the following manner:

- 18.4.1 Each qualified employee in permanent or probationary status shall receive compensation at their daily rate in the form of a differential of seven and one-half (7 ½ %) percent per year, payable as part of their regular paycheck, and, upon completion of the required 92 additional hours of activities pre-approved by BCCHS, shall also receive compensation at their daily rate equal to seven and one-half (7 ½ %) percent, payable in the form of a stipend, for a total of fifteen (15%) percent increase in compensation above their base rate. Teachers must keep track of their hours on the form provided by BCCHS and turn it in to their supervising administrator upon completion of each pre-approved activity. Teachers must work in the classroom for a minimum of five (5) out of eight (8) periods to earn 100% of the 15% increase in compensation.
- 18.4.2 Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher (or four (4) out of eight (8) periods) 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.
- 18.4.3 Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties.
- 18.4.4 BCCHS 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 BCCHS. One additional committee member may be appointed by mutual agreement of the committee.

#### **18.5 Payroll Errors:**

##### **18.5.1 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, the normal limit on repayment deductions will be \$200 per pay period or twelve (12) equal installments whichever is greater. However, in such cases the repayment may be accelerated upon termination of paid status. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment **may** be as much as the entire amount. In such cases, however, BCCHS 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.

**18.5.2 Salary Underpayments and Correction:**

If BCCHS fails to issue a scheduled regular pay warrant, or makes an error due to problems involving assignment, time reporting, payroll processing or the like, the error will be corrected within three (3) business days.

**18.5.3 Limitations Upon Recovery:**

Any payroll or other salary errors claimed by an employee against BCCHS in a timely manner as provided in the grievance procedure of this Agreement, 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, BCCHS shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

**18.6 Auxiliary Teachers:**

An auxiliary teacher is a secondary school teacher 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 hourly per diem rate. Auxiliary teachers shall be paid only for time actually served. Each auxiliary teacher will be assigned a preparation period of forty-five (45) minutes daily before or after the regular instructional day (Periods 1-8). Assignment as an auxiliary teacher may be terminated at any time.

**18.7 Replacement Teachers:**

Replacement service is service rendered by a teacher in place of another teacher 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. 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 hourly per diem 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 BCCHS. Replacement service shall be in accordance with the following provisions:

18.7.1 A teacher shall receive his/her hourly per diem rate for the amount of time for which the absent teacher would be paid (generally ninety (90) minutes) if coverage is for the full period. The total number of hours in all hourly rate replacement assignments for any one employee shall not exceed twelve (12) 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;

- 18.7.2 Replacement service for less than a full period will be compensated for the time served, but replacement service representing less than .25 of a full hour (fifteen (15) minutes) of compensation will not be reported – unless the replacement service is provided at the very beginning of the instructional day, in which case compensation will be reported to the nearest 0.1 of a full hour (six (6) minutes). Whenever replacement service is rendered in place of another teacher whose absence is being reported as illness or personal necessity under Article XIII, the teacher receiving replacement service will receive compensation for the same amount of time for which the absent teacher is receiving compensation pursuant to the paid leave of absence.

## **18.8 Extra Duty Compensation**

For the purposes of this section, Extra Duty is defined as work performed outside of a unit member's minimum onsite obligation and subject to the following:

- 18.8.1 Extra Duty compensation shall be at the unit member's regular hourly rate, except for participation in voluntary professional development/meetings outside the contractual day and individual summer planning (if hours are authorized in advance). In such circumstances, unit members will be paid a flat extra duty rate of \$60/hour.

The Planning Rate shall be the default rate if extra duty work has been authorized to be performed at home. This Planning rate shall be sixty dollars (\$60) per hour and shall serve as the default rate for Supervising detention, proctoring Freshman Assessments, and participating in Freshman Orientation activities.

- 18.8.2 A unit member shall not qualify for Extra Duty compensation if the extra work/duty is related to or covered by a stipend that the member is already receiving.
- 18.8.3 Extra Duty must be pre-authorized by an administrator. To the extent possible, the authorizing administrator must notify the unit member of the number of hours of Extra Duty compensation that they are authorized for, prior to performing the Extra Duty.

### **18.8.4 Maximum Extra Duty Hours Per Pay Period**

No bargaining unit member shall be allowed to submit more than fifteen (15) hours of extra duty per pay period during the regular school year.


Summer projects shall be pre-approved in writing and a maximum amount of extra duty hours shall be decided upon at that time but shall not exceed sixty (60) hours.

Any project that involves more extra duty hours than what is described above must


be pre-approved in writing by the Principal/CEO.

18.8.5 BCCHS shall ensure that an agenda item titled, "Extra Duty Report" becomes an agenda item at the end of each semester for the Finance Committee. During this agenda item, BCCHS shall provide the Finance Committee with a written report that shall include the total hours of Extra Duty compensation authorized, the total amount of Extra Duty compensation provided, and the number of employees that received Extra Duty compensation separated out by Department.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
\_\_\_\_\_  
UTLA Representative

Date: 5/19/26

  
\_\_\_\_\_  
BCCHS Representative

Date: 5/19/26

**APPENDIX C**  
**TENTATIVE AGREEMENT**  
**BCCHS/UTLA**  
**May 19, 2026**

**ARTICLE XIX - HEALTH AND WELFARE**

**19.1 Benefit Plans:**

BCCHS shall make available to full-time unit members (.75 FTE) health and welfare benefits in accordance with the applicable plan(s) as set forth in **Appendix C**. The parties recognize that plan providers (i.e., insurance companies) are free to change the names of the plan as well as plan benefits/coverages; in such event, subject to negotiations, BCCHS will make the closest available plan available.

**19.2 Eligibility for Plans:**

Eligibility and duration of health and welfare benefits shall be in accordance with the applicable Employee Welfare Benefit Trust.

**19.3 Employer and Employee Premium Contributions:**

Consistent with a unit member's duration of employment, BCCHS shall make the following benefit plans available:

**19.3.1 HMO Plans:**

BCCHS shall contribute 100% of the premium cost for the following plans:

- Kaiser – High
- Anthem Blue Cross Select HMO – High

**PPO Plans:**

**a. Current Employees:**

BCCHS shall contribute 100% of the premium of the lower cost PPO below, with the employee responsible for the difference if the higher cost PPO is selected:

- Anthem Low PPO
- Anthem High PPO

**b. New Employees:**

Employer contribution for new employees beginning employment on or after July 1, 2017, shall be limited to the highest cost HMO, with the employee responsible for the difference if a PPO is selected. After completing four (4) years of consecutive service, the employer contribution for these employees shall be the same as currently set forth in subparagraph a, above.

### 19.3.2 Dental and Vision:

BCCHS shall contribute 100% of the premium cost of the following plans:

- Delta HMO or PPO 1000 (if a more expensive plan is offered, unit members shall be responsible for any costs exceeding the employer contribution).
- VSP Vision

### 19.4 **Opt-out:**

Upon acceptable certification and proof of adequate group coverage pursuant to the Affordable Care Act or other legal requirements, a unit member may opt out of Medical Benefits and receive ~~\$5,000 3,500~~ per year (~~\$416.67 291.67~~ per month).

### 19.5 **Annual Open Enrollment:**

At least once annually, prior to the open enrollment period, BCCHS will provide written information to unit members and answer questions regarding plan options, costs and benefits. Depending upon whether employees are present when new benefit information becomes available prior to an open enrollment period, BCCHS shall also schedule a staff- wide presentation to explain benefit plans and related information.

### 19.6 **Basic Life Insurance:**

BCCHS shall continue to provide a Basic Life and Accidental Death and Dismemberment insurance (\$50,000 coverage) at no cost to full time unit members.

### 19.7 **Retirement Benefit Plan:**

#### 19.7.1 Overview:

In 2013, the Parties agreed to a BCCHS retirement benefit plan in lieu of a retiree health plan, which was not economically viable or sustainable for BCCHS.

#### 19.7.2 Retirement Savings Accounts:

BCCHS shall establish individual Retirement Savings Accounts (such as 403(B) or 401(K) or equivalent) for all unit members.

#### 19.7.3 Reserve Account:

BCCHS shall establish a BCCHS Reserve Account for any BCCHS contributions made on behalf of all full-time probationary and permanent unit members who have provided less than five (5) consecutive years of full-time service to BCCHS. Such funds shall be held in trust until the employee is vested as described herein. Following completion of five (5) years of such service to BCCHS, the contributions set aside on behalf of the employee in the Reserve shall then be transferred from the BCCHS Reserve Account to the employee's individual Retirement Savings Account, as provided in Section 19.7.5.

19.7.4 Retirement Benefit Plan Contributions:

Effective July 1, 2021, BCCHS shall contribute \$175 per month into the reserve account [to be held in trust until the employee is vested as described herein] or directly into an individual retirement account for all eligible unit members so long as they continue in active service regardless of their hire date. This shall be the contribution amount for the BCCHS retirement benefits plan until and unless negotiated otherwise.

19.7.5 Eligibility and Vesting:

Following completion of five (5) years of such service to BCCHS, the contributions set aside in reserve shall then be transferred from the BCCHS reserve account to the employee's individual Retirement Savings Account. Once transferred to the individual account, the employee will be fully vested in the contributions and any further contributions thereafter shall be made by BCCHS directly into the individual account for each vested employee. Unit members who cease employment prior to vesting will have no legal right to any contributions set aside in the reserve account. For those unit members meeting eligibility requirements and five (5) years of service, any BCCHS contributions shall be made directly into the unit members' individual Retirement Savings Accounts.

19.7.6 403(b) Plan Contributions:

The Human Resources Committee shall develop criteria to assess retirement savings account options and to determine when such actions shall be phased in or phased out. BCCHS may offer up to ten (10) Retirement Savings Account options, and may change or add such options as necessary from time to time as determined by BCCHS following receipt of recommendations by the Human Resources Committee. Participation in a designated plan or alternative vehicle must comply with the plan's terms and conditions, and will be subject to any specific vesting requirements. Contributions will commence on or before July 31, 2014.

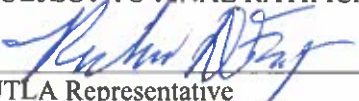
19.7.7 Re-Opener Negotiations: In Event of a Financial Crisis/Emergency:

In the event BCCHS suffers a financial crisis/emergency as determined by the BCCHS Board, the Chapter Chair will be notified in a timely manner and the parties will meet immediately to potentially renegotiate retirement contributions.

19.7.8 Termination of Obligations Upon Termination of BCCHS Charter:

If BCCHS ceases to exist as an independent charter school, all obligations of BCCHS to provide any continuing retirement plan payments under this MOU will terminate.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
\_\_\_\_\_  
UTLA Representative

Date: 5/19/26

  
\_\_\_\_\_  
BCCHS Representative

Date: 5/19/26