2008 – 2011 AGREEMENT

LOS ANGELES UNIFIED SCHOOL DISTRICT

and

UNITED TEACHERS LOS ANGELES

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A G R E E M E N T

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

ARTICLE I

RECOGNITION

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

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

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

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

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

term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services.

ARTICLE II

EFFECT OF AGREEMENT

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

a. Limited reopener negotiations and negotiations for a successor agreement pursuant to Article XXXII, Sections 3.0 and 4.0;

b. Negotiations regarding the means of compliance with decisions or laws which have invalidated a portion of this Agreement as provided in Section 4.0 of this Article; and

c. Any other subjects which UTLA and the District may mutually agree to negotiate.

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

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

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

4.0 Separability and Savings: If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement or the application of such provision as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In such event, the District and UTLA shall, upon request of either. party, commence negotiations regarding the means of compliance with such law or decision.

ARTICLE III

DISTRICT RIGHTS

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

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

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

a. The legal, operational, geographical, and organizational structure of the District, including the division of authority, organizational divisions and sub-divisions, and external and internal boundaries of the District;

b. The sources and amounts of financial support, including compliance with any requirements imposed by law or by funding sources;

c. All budgetary matters and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures and budget items that are expressly required by the terms of this Agreement;

d. The number and location of any District-owned or controlled properties, buildings, facilities, equipment, and other improvements; the utilization of same, and the functions and services to be performed at each of same;

e. The classes to be taught and the other duties and services to be rendered by District personnel to students and to the public, and the support services to be provided to employees and other District personnel; and the methods, personnel, and materials to be utilized in such services;

f. Subject to the consultation rights of UTLA under Government Code Section 3543.2, determine the educational policies, objectives, standards, and programs, including but not limited to those relating to curriculum, textbook selection, educational equipment and supplies, admissions, attendance, student assignments, grade level advancement, student guidance, student testing, student integration, student conduct and discipline (subject to Article XXIV), food services, student transportation, and the type of extracurricular and co-curricular activities;

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

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

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

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

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

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

ARTICLE IV

UTLA RIGHTS

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

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

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

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

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

6.0 Released Time at UTLA Expense: UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Staff Relations and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the District at the base rate for substitutes (see Article XIX) or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1 Released Time for Chapter Chairs:

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

certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.

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

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

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

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

d. Site-based eight hour Chapter Chairpersons may, with prior approval of the site administrator and when their duties reasonably permit, alter their work schedule by reporting to work not to exceed 30 minutes early, and leaving work not to exceed a corresponding 30 minutes early, for the purpose of attending UTLA Area and House meetings.

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

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

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

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

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

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

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

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

a. Except as otherwise provided in this agreement, if the District decides that unit members are to be invited to serve on any committees (described below) that are District-wide or Local District-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.

b. UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and the District shall have the right to designate (and replace) one-half of such unit members. Unit members who are appointed to a committee by the District, rather than UTLA, are not to be considered authorized representatives for UTLA.

c. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, if the committee includes a combination of unit members invited to serve outside their regular assigned jobs, and unit members assigned to the committee as part of their regular assigned jobs, the latter shall be counted toward the District's appointing authority under section b above.

d. These committee appointment provisions do not apply to operational working groups whose activities are part of each of the group members' regular assigned jobs.

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

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

12.0 Consultation Rights: The District shall, upon request of the President of UTLA, or designee, meet and consult with UTLA regarding the subject matters specified in Government Code Section 3543.2. Also, with regard to the development by the District (Central or Local District) of new or revised student assessment systems, or changes in instruments or frequency of assessment, the District shall during the design and deliberation stages give UTLA written notice of its intentions and plans, and include UTLA as one of the principal participating stakeholders in such process. In addition, UTLA may itself initiate consultations with the District regarding such matters.

ARTICLE IV-A

DUES DEDUCTIONS

1.0 Voluntary Authorizations: The District shall deduct UTLA dues from the salary of each employee who has submitted a written authorization. Such an authorization shall continue in effect unless revoked in writing by the employee. Such revocation shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday. The District shall deduct one-twelfth (1/12) of such annual dues from each regular salary warrant which contains sufficient funds to cover the deductions.

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

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

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

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

4.1 Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to UTLA as evidenced by notice of same by UTLA to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 4.2 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to UTLA. The amount of agency fee to be charged shall be determined by UTLA, subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, initiation fee and general assessments

applicable to UTLA members. As to non-members who object to UTLA spending their agency fees on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent provided by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. UTLA shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge UTLA's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. The District will promptly remit to UTLA all monies deducted, accompanied by a list of employees for whom such deductions have been made.

4.2 Religious Exemption from Agency Fee Obligations:

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

b. To qualify for the religious exemption, the employee must provide the District, with a copy to UTLA, a written statement of objection, along with verifiable evidence of membership in a religious body as described in a. above.

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

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

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

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

ARTICLE V

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

accompanied by another administrator or District representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.

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

3.0 Released Time For Employees and UTLA Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. Step One meetings will not be scheduled on released time except when it is convenient to do so during the preparation period of the involved employee(s). If a grievance meeting at Step Two or Arbitration is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary and with mileage reimbursement, will be provided to the grievant, to a UTLA representative if one is to be present, and to any witness who attends by mutual agreement. For arbitration hearings the grievant, arbitration panel representatives and witnesses as required shall be afforded released time and mileage.

4.0 Confidentiality: In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until a final determination has been reached, all proceedings shall be considered private and any preliminary disposition shall not be made public without the agreement of all parties. The District and UTLA may report on grievances by citing no more than the Section and Article alleged to have been violated and the stage at which the grievance is at the time of the report. At no time in any report or public record may either party or the grievant cite any names or schools. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparation for hearing.

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

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

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

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

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

c. Dispute Resolution Panel: When certain disputes arise under Article IX-A relative to assignments to class, track and/or coordinator positions, the affected teacher may invoke the Dispute Resolution Procedures found in Article V-A.

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

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

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

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

10.0 [Reserved]

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

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

1. Richard Anthony
2. Irene Ayala
3. Bonnie Bogue
4. Thomas Christopher
5. Doug Collins
6. Walter Dougherty
7. Wayne Estes
8. Joseph Gentile
9. Isabel Gunning
10. George Henderson
11. George Marshall
12. Kenneth Perea
13. Michael Prihar
14. Terri Tucker
15. Barry Winnograd
16. Louis Zigman

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

13.0 Optional Preliminary Hearing on Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be

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

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

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

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

15.0 Expedited Proceedings: Grievances which have been processed through the required steps and which involve primarily issues of fact, such as below standard evaluations or notices of unsatisfactory service, shall be submitted to expedited arbitration. However, either the District or UTLA may require any such grievance to be submitted to regular arbitration rather than expedited arbitration. Expedited arbitration will involve a hearing within ten (10) days following selection of the arbitrator, with no transcript, stenographic services or briefs, and a summary letter award to be issued within five (5) days of the close of hearing. Expedited cases shall in all other respects conform to the provisions of this Article.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V-A

ALTERNATE GRIEVANCE PROCEDURE

1.0 General: This Alternate Grievance Procedure shall be used solely for resolution of those disputes which have been referred to this Article by the express terms of other articles of this Agreement. See, for example, Article IX-A. As to such specifically-identified kinds of disputes, this procedure is to be used exclusively, in lieu of the procedures of Article V. This Article may be used for other disputes only by mutual written agreement between the District and UTLA. As with Article V grievances, a grievance under this Alternate Grievance Procedure is defined as, and limited to, a claim that the District has violated an express term of the applicable article of the Agreement. A "day", for purposes of the timelines of this Article, is defined as any day of the calendar year except Saturdays, Sundays, legal or school holidays, or District–unassigned days (e.g., Day after Thanksgiving). The time limits of this Article are intentionally expedited to achieve early resolution, and are expected to be adhered to by all parties. Time limits may be extended or waived, but only by mutual written agreement.

2.0 Steps of this Procedure:

a. Informal Meeting Between the Grievant and Site Administrator: Within three (3) days after the aggrieved employee became aware (or should have become aware) of the occurrence of the event(s) upon which the grievance complaint is based, the aggrieved employee must request an informal meeting with the site administrator (and the department chair if the matter involves the department chair), to discuss the matter and attempt in good faith to resolve it. That meeting shall be conducted within three (3) days of the request.

b. Second Meeting, With Chapter Chair Included: If the dispute has not been resolved within three (3) days of the above-described Informal Meeting, the employee shall have up to an additional three (3) days in which to request a second meeting, this one to include the persons from the Informal Meeting, and also the chapter chair for the site, and may also include a designee of the site administrator. The purpose of this meeting is for the site administrator and the chapter chair to attempt in good faith to resolve the dispute. This meeting shall be conducted within three (3) days of the request. If the matter is not resolved within three (3) days of the Second Meeting, then this step is deemed completed. Provided, however that if the chapter chair may be personally affected by the outcome, and there is no designated co-chair, the matter shall automatically proceed to the next step.

c. Submission to Alternate Grievance Panel: The aggrieved employee and the chapter chair wish to pursue the matter further, the chapter chair shall have three (3) days to submit the Alternate Grievance

form to the site administrator, with copies to the Office of Staff Relations and to UTLA's Director of Staff Services. This filing shall cause the dispute to be referred to a two-member Joint Panel (see Section 3.0 below) for final resolution. The assigned members of the Joint Panel shall convene the parties to learn the facts and hear the parties' contentions, and then shall use all of their best mutual efforts to reach agreement upon the appropriate final decision. It is anticipated that they will be able to do so. However, in the event that they are deadlocked, Staff Relations and UTLA shall designate one of the Panel Members as the designated decision maker (and the other as advisory), based upon the principle of alternating between the District designee and the UTLA designee for succeeding deadlocked panels on a District-wide basis. (The members of the particular Joint Panel shall not be advised as to which would be so designated until such time as it becomes necessary to make the designation.) Joint Panel decisions are final and binding, but shall be applicable solely to the specific dispute, and shall be non-precedent setting.

3.0 Joint Panels: The District and UTLA shall each designate an equal number of retired District employees to serve as a pool of Joint Panel members. Such appointments shall be made each March for the ensuing school year. The total number of such appointees shall be determined by the District and UTLA each year based on anticipated needs, but shall not be fewer than eight (four each). The District and UTLA shall each make all reasonable good faith efforts to select their designees on the basis of perceived school experience, reputation for fairness and judicious character. Such appointees shall then be divided into two-member teams to serve together on an ongoing basis as a Joint Panel.

ARTICLE VI

WORK STOPPAGE

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

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

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

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

ARTICLE VII

NON-DISCRIMINATION

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

ARTICLE VIII

SMALL LEARNING COMMUNITIES

1.0 Central Small Learning Community Committee:

a. Pursuant to policies and procedures governing the development and implementation of Small Learning Communities in middle schools and high schools, the District will establish a district-wide Central Small Learning Community Committee ("the Committee").

b. The Committee is responsible for reviewing Small Learning Community ("SLC") proposals and for recommending SLC proposals to the Superintendent. In addition, this Committee advises the Superintendent on specific issues related to the implementation of SLCs, including but not limited to the proposal format and procedures, the resources and professional development support to be provided to potential SLCs, and the quality review process to be utilized for the evaluation of SLCs.

(1) The School Site Council shall initially review all proposed SLC plans, and if it recommends that a plan should proceed, shall send it to the Local District Superintendent for review. This shall occur within 30 calendar days of receipt of the proposed plan, subject to the scheduling of School Site Council meetings.

(2) The Local District Superintendent shall complete its review of the plan within 30 calendar days of its receipt. If the LDS does not approve the plan within 30 calendar days, it shall be sent to the Central Committee.

(3) The Central Committee shall review the plan and within 30 calendar days of receipt make a recommendation to the Superintendent.

(4) The Superintendent shall approve or deny the plan within 30 calendar days of receipt. If the Superintendent's decision is to deny the SLC plan, the SLC design team may appeal the decision directly to the Board of Education for final action.

c. One-third of the Committee members are to be appointed by the President of UTLA.

d. Requests for reconsideration may be made to the Committee by SLC candidates who have been denied permission to proceed by the Committee.

2.0 Process For Conversion Schools:

a. The school Principal works with all school stakeholders, including the UTLA Chapter Chair, to initiate the design process and to determine the impact of potential SLCs on all other programs and on the entire school campus. Issues to be discussed and considered shall include the attributes, including equitable services in the utilization of school facilities, schedules, grade spans, and staffing.

b. The Principal presents the general work plan and school impact report to the School Site Council for input and guidance.

c. Individual SLC design teams, composed of representatives from all stakeholders, submit a letter of intent to the School Site Council.

d. Acting with the assistance of the school's planning team and Local District support staff, the SLC design team shall develop a proposal and school impact report for presentation to the Principal and the School Site Council. The Principal, the Chapter Chair, and the School Site Council may recommend that the proposal and the report be forwarded to the Local District Superintendent for review and comment.

e. Pursuant to State and Federal law, the Superintendent shall retain the authority to create SLCs as part of restructuring, building upon the progress already being made to create SLCs at the school and incorporating these efforts into the new plan.

3.0 Process for New Construction Schools:

a. The Local District Superintendent and the school Principal, with the teachers or the design team and community stakeholders, create the vision, initiate the design, and determine the recommended focus of each Small Learning Community in the host school.

b. Based upon the design created by the stakeholders and the Local District Superintendent, the Local District Superintendent completes and submits a proposal for a new school SLC design proposal to the Committee (see Section 1.0 above) for recommendation to the Superintendent for approval.

4.0 Staffing, Vacancies and Transfers: The faculty members of the SLC's design team (assuming that they fairly reflect the overall staff at the site in terms of demographics and subject matter, and their assignments are consistent with other district staffing policies such as Rodriguez Decree and the like) shall be assigned to the SLC upon its approval, and from that time forward the SLC shall be treated the same as a separate school for purposes of staffing, transfers, displacements and filling of openings. Thus, after

the design team has been assigned, the initial remaining positions with the SLC shall be filled first with volunteers, if any, from the site pursuant to Article XI, Section 16.0. Once that process is completed, the SLC shall be able to fill the remainder of the planned faculty positions (and any later new openings) the same as any other separate school site. Similarly, for purposes of future staff reductions/displacements, the SLC will be treated the same as a separate school site. Once the initial full faculty is identified, assignments to classes etc. shall be made in compliance with Article IX.

5.0 Protection of Employee Rights: Subject to the provisions of this Article, and unless otherwise agreed to by UTLA and the District, all provisions, rights, obligations, duties, and other requirements set forth in the Agreement shall be applicable to approved SLCs as separate schools, including but not limited to uniform staffing procedures (Art. IX, Sec. 6.1), transfers (Art. XI), and UTLA rights (Art. III), and the implementation of SLCs is not intended to diminish the rights contained in this Agreement. The contract waiver process available under Article XXVII, Sections 3.2 and 3.4 shall also be available to SLCs.

6.0 SLC Leadership:

a. If an SLC design includes provisions for department chairs, grade level chairs, deans or other out-of-the-classroom positions, they shall be chosen according to the procedures of this Agreement. However, a SLC may choose not to propose these positions.

b. SLCs shall be led by a principal, an assistant principal, or a coordinator under the supervision of an administrator. A SLC may choose through its design to have a coordinator as a school leader, with the approval of the local school administrator responsible for faculty evaluation. The coordinator shall be chosen and shall serve pursuant to the election of full-time school site coordinator provisions (Article IX-A, Sec. 4.0, 5.0, 5.1, 6.0).

c. In those approved SLCs led by an AP (an evaluating administrator), the SLC may choose to select a Lead Teacher to assist the SLC's administrator. The duties of the Lead Teacher in assisting the administrator shall be worked out collaboratively, with the final approval of the Superintendent or Central designee of the Superintendent. Lead Teachers shall be provided, through District funding, release time of one additional period to perform the duties required. (Effective 2007-2008.) Lead Teachers shall be elected annually by the faculty of the SLC, excluding substitutes and contract pool teachers. Lead Teachers shall have one additional period of release time to perform the duties required. Lead Teachers must have permanent status as a District employee prior to election to a Lead Teacher position. The Superintendent or central designee may request that there be a change in the Lead Teacher when

such action is deemed to be in the best interest of the educational program of the District. In that case, the faculty of the SLC shall elect a replacement.

7.0 SLC Task Force: Upon approval of a tentative agreement for this 2008-2011 Agreement, UTLA and the District shall form a committee to review this article. The committee shall be composed of three District and three UTLA members. The committee shall submit a report and recommendations to both the LAUSD Board of Education and the UTLA Board of Directors with comments and recommendations for changes to this article. The Committee may address the following issues: Selection of classes by faculty members, displacement issues, process for collapsing of SLCs, composition of local SLCs, delineation of roles of SLC Lead Teachers and chapter chairs, issues between the District and SLCs regarding mandated curriculum, and transfers between SLCs.

ARTICLE IX

HOURS, DUTIES, AND WORK YEAR

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

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

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

3.1 Effective July 1, 2005, for the purpose of implementing a professional development banked time schedule, full time teachers shall have the following on site obligations:

Grades	Before Instructional Day		After Instructional Day		Weekly Average Teacher Instructional Minutes (a)	
	180 day	163 day	180 day	163 day	180 day	163 day
Pre-K	30	30	10	10	According to program requirements	
AM – PM Kindergarten	30	30	10	10	1550(b)	1715
Full Day Kindergarten	21	20(c)	10	10 (c)	1550	1715
1 - 5/6	21	20(c)	10	10 (c)	1550	1715
6 - 12	7	6	6	6	1550	1715

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

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

(b) Kindergarten daily instructional time in a.m.–p.m. programs includes 200/221 minutes of instructional time and 110/122 minutes of instructional support.

(c) Elementary - for 180 day calendar schools, the total preparation time is 31 minutes. At 163 day calendar day schools, the total preparation time is 30 minutes. Preparation time minutes may be divided between a.m. and p.m. at local school site discretion.

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

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

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

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

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

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

d. Non-classroom teachers assigned to a school site and paid on the Preparation Salary Table (including but not limited to nurses, counselors, "in-house deans," and advisers) who do not receive any extra pay (see c., above) shall observe on-site hours which are to be not less than the hours observed by the teachers at the site, and remain on-site as necessary to perform the assigned duties of the position and the professional obligations of Section 4.0 which are appropriate to their work. These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers' responsibilities. School psychologists assigned to school site(s) shall also be covered by the above provisions.

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

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

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

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

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

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

4.3 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. In secondary schools, under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. These meetings should not, except in special circumstances or emergencies, exceed one hour in duration. Agendas for faculty meetings are to be distributed at least one day in advance, and employees shall be permitted to propose agenda items. Employees shall be permitted to participate in discussions during the meetings. If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed.

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

4.5 Required Orientation Inservice for Teachers: Pursuant to California Code of Regulations 80026.5, classroom teachers serving on a full-time emergency permit initially issued after January 31, 1994 shall attend two (2) 8-hour days of unpaid orientation inservices prior to the commencement of their first full-time teaching assignment as authorized by the emergency permit. Such employees who cannot attend the required inservice prior to beginning their teaching assignment shall attend the next scheduled UTLA/District sessions for an equivalent amount of time on an unpaid basis. Emergency permits for such employees cannot be renewed unless the above orientation inservice requirements are met. Required topics for the inservice shall incorporate state requirements and District priorities. Training shall be conducted by QED-C trained personnel or other personnel using QED-C developed modules in District-wide, cluster, complex, or school meetings.

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

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

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

7.0 Elementary Preparation Period: Each regular elementary classroom teacher shall be provided with a daily period of preparation of 40 minutes within the minimum on-site obligation (30 minutes before school, 10 minutes after school). In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where a majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay. Additional pay shall not be authorized for any of the following:

a. Supervision reasonably assigned on inclement weather schedule

b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or

c. Supervision of the teacher's students to and from the classroom; or

d. Any normally assigned basic duties apart from the above described non-classroom supervision.

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

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

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

7.5 Elementary Supervision Time: Except as provided below, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrivals/departure) during recess or lunch, or during the period of time following the 10 minute preparation period at the end of the school day. In situations where the above-assigned personnel are not available to cover the supervision, or other compelling circumstances exist, classroom teachers may be assigned such duties on a rotating basis but such assignments and pay shall be as provided herein, below.

a. The additional pay shall not be authorized for non-classroom teachers or for any of the following situations involving classroom teachers:

(1) Supervision reasonably assigned on inclement weather schedules;

(2) Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);

(3) Supervision of organized student activities and student organizations;

(4) For teachers who have a "T+" or coordinatorship differential which covers the supervision duties (provided that, in such cases, the District shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);

(5) Supervision of the teacher's students to and from the classroom; or

(6) Any normally assigned basic duties apart from the above-described non-classroom supervision.

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

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

8.0 Additional Special Education Non-Classroom Time: Resource Specialist Teachers and Special Day Class teachers have supervisory responsibility for each student's total instructional program throughout each school day. The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and IEP requirements, the District shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers and preparation/conference by:

a. Integrating (mainstreaming) the students into regular classes and/or

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

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

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

Certificated Assignment Days
2010-2011

(Not applicable to Adult and Substitute Teachers)

NOTE: The following chart is for information only.

BASIS	ASSIGNED DAYS	PAID WORK DAYS*	PAID HOLIDAYS	PAID DAYS
A	261	249**	12	261
B	221	197	24	221
C	204	182	22	204
E	234	210	24	234
K	214	192	22	214

*Includes 2 pupil free days, as applicable.
**Includes vacation days.

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

A From July 1 to June 30, inclusive.

B 221 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent of Schools or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible B Basis", the 221 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular B Basis.

C 204 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible C Basis," the 204 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular C Basis.

E 234 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.

K 214 days, excluding Saturdays and Sundays, but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.

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

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

Article IX – Hours, Duties, and Work Year

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

11.0 Special Provisions

a. Nurses:

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

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

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

b. Special Education:

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

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

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

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

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

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

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

(1) Not be assigned adjunct duties (coordinatorships, coaching, auxiliary periods, activity assignments, etc.) Be exempt from roving (see Article XXII, 11.0)

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

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

ARTICLE IX-A

ASSIGNMENTS

1.0 General: This Article is a composite of contractual items previously contained in Article IX (Hours) and Article XXXI (Miscellaneous). They have in several cases been reworded and/or placed in different order for purposes of clarity.

2.0 Uniform Staffing Procedures For All K-12 Schools:

a. Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers on any track or schedule finish service for the school year or four weeks before classes are selected, the site administrator shall prepare and post a matrix indicating the tentative number of classes (on each track, if multi-track) for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The site administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible (at or before the end of the track, if applicable), but not later than June 1. Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two days of preparation time, the change of assignment must affect the majority of courses taught in a secondary assignment, and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time may be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administrator. In any event, however, the time must be utilized by the end of the second week of student instruction.

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

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

(1) Tracks and Grade Levels:

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

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

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

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

(3) Sections 2.1 and 2.2 apply in the circumstances described therein.

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

(1) Tracks:

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

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

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

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

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

(4) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein

e. Dispute Resolution Procedure (Elementary and Secondary Track Assignments and Elementary Grade Assignments For Permanent Teachers): If differences arise as the result of the site administrator's assignments of permanent teachers (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure) pursuant to subsections c and d immediately above, the determination as to whether the assignment was inappropriate shall be handled under the procedures of Article V-A.

f. Dispute Resolution Procedure (Secondary Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following:

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

(2) The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and finding.

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

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

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

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

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

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

2.3 Staffing Procedures For Spring Semester Or Subsequent Tracks In Secondary Schools: Any opening or vacancy shall be filled pursuant to Section 3.2 of this Article.

3.0 Department and Grade Level Chairpersons:

3.1 Department/grade level chairpersons (and their assistants in multitrack programs who serve when the chairperson is off-track) shall, if the affected employees desire, be elected annually by the employees in the department or grade level, excluding substitutes and contract pool teachers. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and in secondary schools shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the secondary shortage fields identified by the District (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two previous years. In secondary schools, the vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools. For voting purposes in elementary schools, combination classes shall be deemed to be at the grade level of the majority of the students in the class. Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions.

3.2 Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the department's budget funds, establishment of the department's class offerings, assignments of department members to specific classes, and balancing department classes pursuant to Article XVIII, Section 4.0 (Class Size).

4.0 Determination of Whether There Shall Be Coordinator or Dean Positions at School Sites:

a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the school.

b. With respect to regular program dean positions, determination as to whether there shall be such a position shall be made by the school site administrator.

c. With respect to categorically funded dean or coordinator positions, determination as to whether there shall be such a position is to be made by appropriate statutory site councils. With respect to

coordinator positions in the Adult Education Division, determination of whether there shall be such a position at a school shall be made by the Assistant Superintendent for the Adult Education Division. That determination shall be reached after submission of a joint recommendation made by the Principal and the Chapter Chair, or individual recommendations in the event that they do not agree to a joint recommendation. As the Assistant Superintendent makes that determination, he or she shall respond in writing to each of the recommending parties. The following mandated subject areas in Adult Education may have full time coordinators: Elementary Basic Skills (Academic); Secondary Basic Skills (Academic); English as a Second Language, Citizenship, Parent Education, Programs for Older Adults, Programs for Disabled Adults, Vocational Education, Home Economics and Health. In Regional Occupational Centers and Programs (ROC-ROP), departments large enough to warrant a full time coordinator may have full time coordinators.

d. With respect to regularly-funded coordinator positions, determination of whether there shall be such a position shall be made by a majority of the votes cast by bargaining unit members, at the school location, in an election limited to that purpose.

f. Any claims alleging violation of the above procedures shall be subject to the alternate grievance procedures of Article V-A.

5.0 Required Elections of School-site Coordinators and Deans: Elections for the positions of full time coordinator or dean shall be conducted in the late spring prior to the preparation of the matrix of classes pursuant to Sections 6.0 and 7.0 below. Elections are required for coordinator and dean positions in the following circumstances:

a. The position must be paid on the Preparation Salary Table;

b. The position must be full-time. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, the resulting part-time coordinators shall also follow the selection process in 6.0);

c. The position does not involve carrying a rollbook; and

d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.

e. Elections are not applicable to supplemental coordinatorships such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.

5.1 Job Description and Eligibility for School-Site Election of Coordinators and Deans:

a. Job descriptions for any specially funded coordinator and dean positions shall be determined in the appropriate school-wide plan and/or by the appropriate funding source prior to the election. Prior to the election, job descriptions for other coordinators and deans shall be reasonably determined by the school site administrator, and notice of the available positions and job description shall be shared with the employees of the site.

b. The site administrator shall request that any eligible candidate for a dean or coordinator position submit a statement of interest. If fewer than two (i.e. zero or one) statements of interest are received from employees assigned to the school or location, the request for submission of statement of interest may be directed throughout all or part of the District.

c. To be an eligible candidate, a teacher must have permanent status, must have received “meets standard” performance ratings and, in the immediately preceding fours years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act.

d. An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment.

e. Election procedures for coordinators and deans differ, as described below.

6.0 Coordinator Selection Procedure at School Sites:

a. The site administrator shall select one eligible candidate from among the candidates who submitted a statement of interest, to serve in each available coordinator position. The site administrator shall then make public the names of the candidates who submitted statements of interest, and the name of the candidate selected to serve.

b. Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator candidate selected by the site administrator. The election shall be jointly supervised

and conducted by the site administrator and the chapter chair. Each employee's vote shall be proportionate to the number of hours/days the voter is assigned to the school site. At those school locations where the there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator position is to serve.

c. Post-Election Procedures:

(1) If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)

(2) If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school or 72 hours in a multi-track school. The site administrator and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year.

(3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two member team from the District/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.

d. With respect to Adult Education Programs at any branch locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site. Elections shall be conducted on the basis of one vote per teacher. A teacher working in more than one location, may vote at each location.

(1) Coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency.

(2) A certificated SIS Coordinator in Adult School shall be subject to confirmation elections.

7.0 Dean Election Procedure at School Sites

a. The school site administrator shall determine whether or not a Dean position shall be established at the school. Bargaining unit members at the school location shall annually elect, in the Spring prior to the preparation of the matrix, all bargaining unit member deans from among the qualified candidates who submitted statements of interest.

Each vote shall be proportionate to the number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast.

b. At those school locations where there are both magnet and regular programs, each dean shall be elected annually by the bargaining unit members of any program they serve.

c. These elections are to be supervised jointly by the site administrator and chapter chair.

d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A.

8.0 Filling Vacancies After Norm Day: If a vacancy occurs in a dean or coordinator position after norm day or the end of the fifth week of the semester or track, whichever is sooner, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester or track. Prior to the next semester or track, the procedures in Section 6.0 (coordinators) and 7.0 (deans) above shall be utilized to fill the position for the next semester or track. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment.

9.0 Five-Year Out-of-Classroom Assignment Limitations at School Sites: At school sites, there is a five-year limit on out-of-classroom assignments such as coordinators and deans, but excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule. Also exempt from the five-year rule are (i) employees whose assignment requires direct instruction to or supervision of students at least 50% of the time, and (ii) an employee who is named in a continuing grant and whose compensation is at least 50% funded by that grant.

a. Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term.

b. Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 6.0 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment.

c. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.

10.0 Five-Year Out-of-Classroom Assignment Limitations at Non-School Sites:

a. Subject to the exceptions set forth below, all employees who are assigned to nonschool positions within the bargaining unit (excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule), shall not be permitted to continue in such positions for more than five (5) years. Appointments to such positions are usually made on an annual basis; there is no assurance of a minimum length for such appointments. When the five year limit is reached, the employee shall not, for a minimum of two (2) years, be eligible for succeeding nonschool or nonclassroom assignments, except as provided below. Theappointing authority should inform all incumbents who will reach the five-year limit by June 30 of the following year, of the fact that their limit is approaching.

The five-year rule for non-school positions does not apply to the following:

(1) Those serving in positions that require direct instruction or supervision of students for at least 50% of the working time;

(2) An incumbent named in a grant and whose compensation is a least 50% funded by that grant;

(3) No other candidate is qualified to fill the position or there are no other applicants for the position. The District will be required to publicize all affected positions in the Spotlight or District Memoranda and with information provided by the District, in a timely manner, and UTLA may in its discretion publicize the position in the United Teacher newspaper. If no other applicant files for a position currently held by a five-year incumbent or a determination is made that no other candidate is qualified to fill the position, the incumbent shall be granted a new five-year limit in the assignment.

(4) If a situation arises due to unanticipated retirement, resignation or termination and there is only one incumbent remaining at that unit location, that incumbent may serve one additional year beyond the five year limit;

(5) An incumbent in a situation where there is no other open bargaining unit position that he/she is able to assume;

(6) Support Services personnel serving in the Division of Adult and Career Education Occupation Education Program for adults with disabilities; and

(7) Any other exceptions if mutually agreed to by UTLA and the District.

b. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.

11.0 Secondary Counselor Reassignment [to Teaching Position]: Counselors who are reassigned [to a classroom teaching position] shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

12.0 Request for Assignment for Unit Members Reporting to Health and Human Services: A request form for unit members reporting the Health and Human Services is included in this Agreement as Appendix C. If a request is not granted, the unit member shall receive written reasons for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

ARTICLE IX-B

PROFESSIONAL DEVELOPMENT

1.0 Purpose and Goals: Regular professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of the District. At its best, professional development and continued learning is grounded in the instructional goals and programs of the District and the school, the best practices of successful teachers, and the everyday needs of students and teachers. While no professional development program will accomplish all goals for all participants, it is agreed that all professional development programs and activities -- whether designed and/or delivered by the Central District, a Local District, or the local school -- should seek to achieve the following goals, as applicable:

a. Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and District mandates, standards, initiatives and/or priorities;

b. Be appropriately responsive to the site's needs assessment and/or evaluations of similar programs offered in the past;

c. Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;

d. Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;

e. Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;

f. Be intellectually engaging and reflect the complexity of the teaching and learning processes; and

g. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.

2.0 Banked Time for Professional Development: See Article IX, Section 3.1, for the minimum on-site obligations relating to the banked time accumulation and schedule. The following terms are intended to facilitate professional development in grades 1-12 and in full-day kindergarten (a.m.-p.m. schedules usually preclude mandatory participation in the banked time program):

a. Professional development "banked" time programs and activities shall be scheduled for Tuesdays throughout the District;

b. Effective July 1, 2005 in elementary schools, grades 1-5/6 and in full-day kindergarten, such time shall total 1560 yearly minutes and shall be accumulated by increasing instructional time by nine minutes per day in 180-day schools and ten minutes per day in 163-day schools. Students will be dismissed 60 minutes earlier than normal dismissal time on 26 designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;

c. Effective July 1, 2005 in secondary schools, grades 6/7-12, such time shall total 1260 yearly minutes and shall be accumulated by increasing instructional time by seven minutes per day in 180-day schools and by eight minutes per day in 163-day schools. Students will be dismissed 90 minutes earlier than normal dismissal time on fourteen designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;

d. The required number of yearly instructional minutes remains the same as without banked time, and there are no changes in the length of the teacher's minimum daily on-site obligation;

e. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;

f. In middle schools, established Common Planning Time shall be separate from, and not scheduled on the same days as, banked professional development time (unless approved by the faculty, the principal, and the Local District Superintendent);

g. Faculty meetings (see Article IX, Section 4.3) are not to be conducted on banked professional development time; and professional development meetings on banked time do not count toward the permitted number of meetings under Article IX, Section 4.3; and

h. One-half of the annual total of banked professional development time shall be dedicated to programs or activities (including teachers working with one another and with site administrators to improve instruction) which are determined at the school site by the Local School Leadership Council pursuant to Article XXVII, Section 2.4. Any such program or activity, including transportation, must be cost neutral to the District. The other half of annual banked professional development time shall be dedicated to programs and/or activities determined by the District, acting through the site administrator, the Local District or the Central office.

3.0 Professional Development Advisory Committee: In order to ensure effective input from UTLA and certificated staff in the development and implementation of the District's staff development programs, there shall be formed a Professional Development Advisory Committee (PDAC). The PDAC shall meet at least once a month to review, discuss and provide recommendations to the Superintendent or designee regarding the development and implementation of the District's professional development programs. The PDAC composition and responsibilities shall be as follows:

a. Each party may appoint up to eight (8) members to the PDAC for the purpose of representing each local district. In addition, there shall be one member designated by the Superintendent and one designated by the UTLA President. The Superintendent's designee shall serve as Chair of the Committee.

b. The Committee shall have the following responsibilities in its role as advisor to the Superintendent or designee:

i. Review, evaluate and provide recommendations concerning any current or proposed District-initiated professional development programs and activities;
ii. Propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose; and
iii. Review and provide recommendations concerning the professional development calendar for the year.
iv. Review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing of HOUSSE certification under the requirements of the No Child Left Behind statute.
v. Review and provide recommendations concerning the professional development aspects of the Instructional Coaching program, including matters such as Instructional Coach training, utilization, and program evaluation.

c. In addition to the foregoing, the function, purpose and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:

i. Professional development shall be grounded in data and the instructional goals, pedagogy and programs of the District and the school.

ii. The PDAC shall develop and compile information regarding best practices and successful models for the delivery of professional development programs irrespective of content.

iii. The PDAC shall develop and compile procedures and instruments for the assessment of professional development programs, including for individual programs and annual evaluation of such programs.

iv. The information, procedures and instruments referred to above are intended to assist schools with delivering effective professional development according to research and evidence-based practices that will be most effective for each school and will enhance student achievement.

d. The PDAC shall agree on the maximum number of UTLA and District representatives for Local District Professional Development Advisory Committees (LDPDACs). The purpose and function of the LDPDAC shall be to provide recommendations regarding the following:

i. In collaboration with the local district leadership team, provide assistance, resources, suggestions and support to their local schools in making the most effective data based professional development decisions.

ii. Evaluate data and assessments of professional development and use this information to make recommendations regarding future professional development activities and delivery models to the local schools.

e. The PDAC shall have the responsibility for ensuring that the LDPDACs are acting in a manner consistent with the concepts and guidelines set forth herein.

4.0 Program Evaluation: At the conclusion of each professional development program, activity or session conducted (whether initiated by the District, the Local District or by the site), the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. Whoever was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results, and distribute same to the Local School Leadership Council (if the program was provided at the school), the working committee which has responsibility for the subject matter, and the Professional Development Advisory Committee.

5.0 Common Planning for Middle Schools: The District and UTLA agree to use the State-recommended text (currently "Taking Center Stage: A Commitment to Standards Based Education for California's Middle Grades Students"), as the basis for the Common Planning activities of middle school teachers in the District. Common Planning is to be provided when the teachers share assignments, or organizational structures (such as Small Learning Communities, Houses, Departments, or Teams) or when other program considerations (such as bilingual instruction) suggest that doing so would encourage professional collaboration, and when the requisite approvals have been attained. The participating teachers shall plan the content and activities for Common Planning, for administrative review.
[NOTE: This new section replaces the previous section 3.6 of Article IX.]

6.0 Professional Development Projects: Three bargaining unit members shall be selected by UTLA for the purpose of working collaboratively with the District on identified professional development projects. Two existing bargaining unit members shall continue in their current positions working with the National Board Certification (NBC) program and Point Credit/New Teacher Academy until expiration of their five year term unless extended by mutual agreement. The newly established third position will also work in the area of professional development. The supervision and evaluation of the above three employees and a determination of their responsibilities shall be determined by the Superintendent and the UTLA President or their designee.

ARTICLE IX-C

INSTRUCTIONAL COACHES

1.0 General: Instructional Coach positions provide opportunities to selected highly qualified teachers for professional advancement, growth and leadership, while remaining in and working with the teaching profession. The goal of Instructional Coaches is to increase the opportunity for success of teachers and students by demonstrating, teaching and inspiring excellence in the profession.

2.0 Qualifications, Duties, Assignment Basis and Compensation: The Bulletin periodically issued by the Office of Instructional Services regarding Instructional Coaches shall continue to be subject to review and revision through discussions between UTLA staff and the District's Office of Staff Relations, as in the past. Full-time Instructional Coaches are currently assigned to a seven-hour work day, and an extended annual assignment basis, and are paid on the Teacher Preparation Salary Table plus a salary differential of $150 per pay period for on-basis time. Upcoming discussions shall also cover the methods of compensating and assigning Instructional Coaches who may be appointed as such on a part-time or split-assignment basis.

3.0 Selection Process:

a. The initial selection of employees to serve in Instructional Coach positions within each Local District shall be made by four-member selection panels, one of which shall be formed for that purpose in each Local District. Two members of each such panel shall be employees working within the Local District and appointed by UTLA, and the other two shall be administrative personnel working within the Local District (one appointed by the Local District Superintendent and one by the Central Office). Changes in such appointments may be made by UTLA or the District in their discretion, based upon changes in availability or other factors. An unfilled panel position or absent panel member shall not prevent the panel from conducting business.

b. The District shall post and/or publicize announcements of Instructional Coach openings.

c. The Local District shall retain applications on file for the entire school year for consideration as future openings occur. Applications are to be renewed for future school years.

d. All applications and references shall be confidential. Selected candidates will be invited to an interview.

e. Other selection-related matters will be handled pursuant to section 2.0 above, for inclusion in the periodic Bulletins.

4.0 Terms of Service and Return Rights:

a. Selection as an Instructional Coach does not assure appointment to an assignment or retention/renewal.

b. Assignments are generally made on a year-to-year basis, and are limited to a five-year maximum duration pursuant to Article IX-A, Section 10.0.

c. Instructional Coaches shall during their service continue to accrue seniority.

d. Instructional Coaches who resign as such (or are not renewed) during or at the completion of their first year of Instructional Coach service, shall have the right to return to their previous school location effective with the beginning of the next school year, with displacement rights if necessary. Thereafter, upon completion or termination of their Instructional Coach assignment, they shall have return rights to their previous school location, but only to an existing or future opening (no displacement rights). Such return will be effective only at the beginning of a school year unless an opening arises during the school year.

5.0. Program Evaluation: Because the Instructional Coach program is an integral part of the District's overall Professional Development effort, the evaluation of the Instructional Coach program, and its methods, utilization, focus and effectiveness (including the training and preparation of the Coaches, as well as the training programs provided by the Coaches) shall be subject to review, consideration and recommendations by the Professional Development Advisory Committee pursuant to Article IX-B, Section 3.0. Employees who are served by Instructional Coaches shall, on an annual basis, be provided with the opportunity to submit formal input into the evaluation of the effectiveness of the Instructional Coaches program.

6.0 Confidentiality: Instructional Coaches are not to participate in the evaluation of teachers. In order to encourage a supportive professional relationship between teachers and Instructional Coaches, conversations between the teacher and the Instructional Coach regarding the teacher's performance are to be treated as confidential and privileged to the extent provided by law. This shall not be construed to interfere with or alter legal processes such as subpoenas to testify and/or produce documentary evidence. Subject to the foregoing, the fact that various Instructional Coach services are provided shall stand as evidence that the District has provided part of its required program of assistance under Section 5.0 of Article X, but shall not satisfy the District's obligations under said section.

ARTICLE X

EVALUATION AND DISCIPLINE

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

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

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

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

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

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

b. Expected employee competence, including but not limited to knowledge of subject matter, adherence to curricular objectives, use of effective teaching and supervision techniques, effective use of time maintenance of appropriate professional relationships and communications with students, parents, and other staff members, and compliance with District and school rules, policies, and standards;

c. The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to Article IX, Hours; and

d. The maintenance of proper student control and suitable learning environment, with mutual respect and proper sensitivity to such issues as race, sex, ethnicity, the handicapped, and socioeconomic differences.

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

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

4.3 During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification. If

the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level as set forth in the preceding paragraph.

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

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

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

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

6.3 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 "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. Expedited arbitration procedures will be utilized when the threshold issue of "significant disparity" is submitted to a preliminary hearing for determination as to whether the case is subject to the grievance procedure (see Article V, Sections 13.0 and 15.0).

7.0 Inadequate Service by Substitutes: The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations. 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 address of record. This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two weeks prior to the effective date.

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

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

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

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

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

10.1 Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to

by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

11.0 Notices of Unsatisfactory Service or Act, and Suspension

a. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days, as authorized by Senate Bill 813. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records and assistance provisions of Section 5.0 apply.

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

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

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

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

f. Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to the employee (and representative, if any) the discipline to be imposed and immediately confirm it in writing on the appropriate District form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

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

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

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

would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

j. Any of the disciplinary measures referred to in subsection "a" above may be imposed independently of the evaluation procedures of Sections 3.0 through 8.2 of this Article, and independently of statutory suspension/ dismissal proceedings. Such discipline shall not be regarded as a pre-condition for a statutory suspension/ dismissal proceeding. If a statutory suspension or dismissal proceeding is filed based in whole or part upon the service or conduct which gave rise to the disciplinary proceeding under this Section, then any grievance arising under this Section not yet taken to arbitration, shall be deferred pending resolution of the statutory proceedings.

12.0 Accountability for Individual Bargaining Unit Member Quality

a. In order to ensure that employees are focused on their central mission of performing satisfactorily in the area of teaching methods, instruction and delivery of other services, employees who receive a Notice of Unsatisfactory Service or “below standard” evaluations shall be deemed ineligible for service or entitlement to the following during the following school year:

1. Voluntary bargain unit member-initiated transfers including employee-initiated transfers for employees time reported from central or regional locations and Early Education Centers.
2. Mentor Service (See also Article XXVI, Section 4.0)
3. Coordinator, dean or department chair positions
4. Summer session and/or intersession
5. Permissive leaves
6. Exchange of track assignments or exchange days
7. Auxiliary periods and other auxiliary services involving extra-pay for extra work, but excluding coaching and activity assignments

13.0 Suspension or Reassignment Due to Mental Incompetence: The District shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.

14.0 Arrest Procedures: Whenever an employee is to be arrested at the school site, the site administrator shall request the police to conduct the arrest at a time and place least visible to the students and staff.

15.0 Procedures Relating to Alleged Child Abuse: When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:

a. As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).

b. Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the principal, the employee, and the parent/guardian.

ARTICLE X-A

PEER ASSISTANCE AND REVIEW (“PAR”)

1.0 General:

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.

2.0 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 non-permanent 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.

3.0 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.

4.0 <u>Consulting Teacher Qualifications and Selection Criteria</u>:

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.

5.0 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).)

6.0 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 7.0 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).)

7.0 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.

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 XI

TRANSFERS

1.0 Transfer Defined: As used throughout this Agreement, the term "transfer" refers to a change of a contract employee's assigned school or time reporting location to another school or location, without changing the employee's classification of employment.

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

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

1.3 Compliance with SB 1665 (Scott Bill): Notwithstanding any other provision of this Agreement:

a. All voluntary transfers of teachers to a K-12 school ranked in deciles 1 to 3, inclusive, on the Academic Performance Index shall comply with section 35036 of the Education Code.

b. No priority will be given to a request for a voluntary transfer by a certificated person after April 15 of the school year prior to the school year in which the transfer would become effective if other qualified applicants have applied for positions requiring certification qualification at the receiving school.

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

2.1 Mediation Process:

2.1.1 Mutual Agreement Mediation

a. Within five (5) days after receiving notice of an administrative transfer, a unit member or the Union may request in writing a 30-day mediation period prior to the transfer taking effect. Mediation will occur only upon the mutual agreement of the parties, except as provided in section 2.1.2 below.

b. The District shall respond in writing within five (5) days of such a request as to whether it will mutually agree to the mediation. If the

District agrees, the 30-day period shall commence on the date of the District's response. The District's decision not to agree to mediation shall be final and not subject to further review.

c. If the District does not agree to mediation, the unit member or the Union may proceed pursuant to Article V (Grievance Procedure), provided that a grievance must be filed at Step One within 15 days of the District's decision. (Article V, section 8.0.)

d. If mediation occurs but does not result in resolution of the issue(s), the unit member or the Union may proceed pursuant to Article V (Grievance Procedure), provided that a grievance must be filed directly at Step Two within 15 days of the conclusion of mediation. (Article V, section 9.0.)

2.1.2 Mandatory Mediation

a. Mediation shall occur if a written request by UTLA, filed within ten (10) days after a unit member receives notice of an administrative transfer, alleges that the proposed transfer occurred for reasons related to the exercise of protected Union activity. In this case, the 30-day period shall commence on the date of the request.

b. If mediation does not result in resolution of the issue(s), the Union may proceed pursuant to Article V (Grievance Procedure), provided that a grievance must be filed directly at Step Two within 15 days of the conclusion of mediation. (Article V, section 9.0.)

2.1.3 General Provisions

a. Confidentiality: In order to encourage a professional and harmonious mediation regarding the proposed transfer, it is agreed that from the time a mediation request is filed until the mediation is concluded, neither UTLA, the District nor the unit member shall make public the proposed transfer, the mediation, or information regarding the proposed transfer. This prohibition is not intended to restrict normal interviewing of individuals involved and other necessary preparation for mediation.

b. Mediator(s) shall be jointly agreed upon by UTLA and LAUSD or secured through the California State Mediation Service, on a case by case basis. Any costs of the mediator shall be shared equally by the parties.

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

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

6.0 Displacement - Over-teachered Schools: An over-teachered condition exists when there are more qualified teachers than positions at a school or within a program or subject field at a school, or when a program or subject field is reduced, eliminated or moved from a school. When an over-teachered condition exists, the following procedures apply.

a. The local school administrator shall reasonably determine whether and in what program/subject field the over-teachered condition exists and shall inform the faculty of the number of positions being eliminated. (Note Article XVIII, Sections 1.1 to 1.3)

b. An employee may agree to be displaced when an over-teachered condition exists. Such displacement requires the concurrence of the employee and the current principal, may be effected without a current transfer request on file, and shall not affect the employee's right to request a subsequent transfer. Such displacement carries no right to return to the home school. Such a teacher must accept all conditions for displacement and assignment which would have applied to other teachers being displaced.

c. In elementary schools and programs such as Early Education Centers, Development Centers and ungraded programs, all teachers in the program at the site shall be deemed a single group for displacement purposes. In secondary schools, and in Special Education wherever located, displacement shall be by program/subject field and the program or subject field in which a teacher is considered for displacement purposes shall be the one in which the teacher has taught for the major portion of teaching time during the employee's most recent six semesters of regular classroom teacher experience. Within the above categories of employment, when there is an over-teachered condition, the teacher with the least District seniority (see Section 6.2 below) will be displaced unless it is reasonably determined at the discretion of the immediate

administrator that such teacher possesses special instructional skills or qualifications needed by the pupils and the educational program at the school and not possessed by another teacher available to fill the need. Additional provisions for Special Education teachers are set forth in paragraph j. below. In a secondary school or program, if the least senior teacher in the over-teachered subject field has at least ten years of District seniority, the teacher shall be permitted, upon request, to change subject fields and thereby cause the displacement of another teacher in the other subject field who has at least five years less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:

(1) Must have taught in the second subject field the equivalent of at least six periods during the most recent six semesters without having received a Notice of Unsatisfactory Service or a below standard performance evaluation;

(2) Either possesses the requisite specified subject credential or a general secondary credential with a college major or minor or an advanced Degree in the second subject field; and

(3) Passes the District's examination in the second subject field, if requested by the administrator.

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

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

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

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

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

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

(1) Possesses the requisite specified subject credential in the second subject field;

(2) Must have taught, or practiced, in the second subject field or program without having received a Notice of Unsatisfactory Service or a Below Standard Performance Evaluation; and

(3) Must, in the reasonable judgment of the site administrator, be qualified to teach in the second subject field or program.

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

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

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

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

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

a. All teachers returning from leaves of absence which do not include the right to return to a specific location;

b. All teachers displaced from a school due to an over-teachered situation;

c. All teachers who are placed on the list pursuant to the Staff Integration Program (Appendix B) or Student Integration Program; and

d. Any teachers placed on the list pursuant to any other provisions of this agreement.

7.5 Contract Waivers: All teachers who are awarded probationary contracts which include a waiver statement are subject to an initial assignment to meet District needs and are thereafter subject, by reason of the statement, to one transfer to meet District needs.

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

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

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

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

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

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

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

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

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

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

e. The Personnel Division shall make assignments based upon the decision of the Panel and shall notify employees regarding such assignment. Employees are required to report to the location to which assigned or reassigned pending final disposition by the Medical Appeal Panel and the Personnel Division.

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

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

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

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

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

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

withdrawn, changed, or renewed by the applicant. Changes to the application may only be made once each year.

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

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

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

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

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

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

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

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

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

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

10.2 When an opening occurs and has been posted, the immediate administrator shall, consistent with the Teacher Integration Program (Appendix B and Section 6.0 of this Article), interview the five most senior qualified employees who have on file applications to that Center. Each interviewee shall be notified, in writing, of the selection decision. Posted openings may be filled on a temporary basis or with a substitute teacher pending completion of the selection process.

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

11.0 Vacant Positions

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

a. A position from which a teacher will retire or resign.

b. A position held by a teacher on leave of absence except for leaves of one year or less for illness, sabbatical, pregnancy, or industrial injury.

c. A position which is unfilled.

d. A position occupied by a teacher whose transfer has been approved and whose assignment has been confirmed.

e. A position currently occupied by a substitute teacher except for positions held at the location for teachers on sabbatical, pregnancy, industrial or illness leave of one year or less. This list will be posted at the Certificated Placement and Assignments Office.

12.0 Return Rights

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

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

(i) the teacher's credential permits

(ii) the teacher has some teaching experience in the subject during the preceding six semesters, and

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

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

b. An employee in a non-teaching assignment at a location where previously assigned as a teacher shall, upon completion of the non-teaching assignment, remain at the site as a member of the teaching staff. If the completed non-teaching assignment was at a school site or office other than the prior teaching assignment, the employee shall be returned to the previous school if there is an opening or to a school in the same

geographic area. As an exception, counselors and instructional coaches returning to a classroom assignment from a school site other than the prior teaching assignment, shall be given the opportunity to remain at the site provided there is an opening in his/her credentialed field.

13.0 Voluntary Continuous Service Transfers, K-12 Program:

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

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

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

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

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

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

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

13.5 Seventy-five applicants shall be transferred from category

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

(b) provided there are sufficient eligible applicants.

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

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

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

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

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

13.9 The following procedures govern offers of transfer:

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

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

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

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

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

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

13.12 No transfer shall be made under this section which causes a school on the receiving end of a transfer adverse affects on Rodriguez compliance.

14.0 Temporary Assignments:

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

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

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

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

b. Certain teachers with return rights limited to:

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

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

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

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

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

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

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

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

h. Teachers returning from Charter School Leave.

i. Teachers newly hired.

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

15.3 Generally, annual assignment and placement of teachers in accordance with the above priorities will be conducted simultaneously in all geographic areas. Assignments may be made directly by the Personnel Division without site interviews. In some cases teachers from different priority groups may be interviewed and assigned concurrently. However, the District shall make a good faith effort to assure that by the fourth school week teachers are assigned and placed consistent with the above priorities excepting variations caused by special educational needs (see Section 6.0c of this Article), lack of an

appropriate "match" between school needs and applicants, and staff integration requirements.

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

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

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

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

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

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

students at the same time that other teachers are being transferred in along with incoming students or to fill openings. Any necessary transfers of teachers will be effectuated between the senior high schools and the related junior high/middle schools, and then between the junior high/middle schools and the related elementary schools.

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

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

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

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

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

(4) All assignments shall be made in accordance with the credential authorization laws of California.

e. Where the number of reconfigured students arriving at a receiving school is not sufficient to support the number of teachers previously assigned from sending schools, volunteers from among such teachers will be sought to return to the sending school(s). If there are not

enough volunteers in the appropriate subject field(s)/grade levels, then teachers will be selected for return based upon the inverse of the order established in Section 17.0d(3). Any subsequent over-teachered condition at sending schools will be adjusted consistent with Section 6.0 of this article.

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

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

ARTICLE XI-A

URBAN CLASSROOM TEACHER PROGRAM (UCTP)

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

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

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

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

a. Names of UCTP locations will be advertised District-wide;

b. All appropriately credentialed contract teachers are eligible to apply for open UCTP positions at a given UCTP site. Those currently assigned to a UCTP site shall be retained, provided they were not rated "below standard" or deemed "unsuccessful." Where there are insufficient applicants for a given UCTP site, those who applied to other sites may be interviewed. Contract teachers currently assigned to or on leave from the designated UCTP site who are not interested in continuing on the UCTP staff, and those who do not agree to perform additional duties or responsibilities, will be administratively transferred to other schools within the current administrative region pursuant to Article XI, Section 2.0 as soon as replacements are available.

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

d. An eligible contract teacher who applies for and is transferred to a District-designated UCTP location is guaranteed right of return to the service area to which the teacher was assigned at the time of

transfer effective the September following completion of three (3) full school years of service at the same UCTP location. Return rights may be deferred to September (only) of the two (2) school years following the original right of return date. Time spent on formal leaves of absence shall not be counted toward the three (3) year service requirement for return rights except for formal leaves specified in Section 4.4, Appendix B, of this Agreement.

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

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

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

(1) Tutoring students;

(2) Performing attendance duties such as truancy follow-ups;

(3) Counseling students;

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

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

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

d. Perform additional supervision duties;

e. Sponsor additional student activities;

f. Attend additional staff development meetings;

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

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

i. Develop necessary instructional materials;

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

k. Accept additional coordinator and coaching duties;

l. Conduct elective school club activities.

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

6.0 Differential Payments: Urban Classroom Teachers shall receive a lump-sum salary differential payment of $1,020 per semester.

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

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

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

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

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

ARTICLE XI-B

MASTER PLAN PROGRAM

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

1.1 In order to be considered eligible to participate in the Master Plan Program, all employees except those with bilingual certification as defined in Section 3.1 are required to have successfully completed a minimum of 4 semester units (as defined in Article XV) of coursework in language development methods and culture, either through District training resources or through District approved_university coursework. This same coursework will normally prepare the employee for passage of the State administered BCLAD methodology and culture of emphasis test components and eligibility for receipt of the $510 stipend ($255 for each component) incentive of Section 2.0 of this Article; but even if the BCLAD test component is not taken or is not passed, completion of the coursework is essential. Coursework completed under the previous bilingual plan (or passage of the BCC culture and methodology test components) counts toward this requirement.

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

2.0 Culture and Methodology Incentive Stipends: Teachers who are monolingual or are not fluently bilingual have a role within the Master Plan Program. The following stipends (one-time incentive payments) will be offered to all qualified K-12 and pre-kindergarten employees serving in Master Plan programs, to promote the acquisition of training leading to successful passage of each of two State administered examination components (culture of emphasis and methodology) of the BCLAD Examination. All participating Master Plan employees, including monolingual teachers, are eligible for these stipends. The stipends total $510 for each employee as follows:

a. A stipend of $255 per component shall be paid for verification of successful passage of each of the two BCLAD/ examination components (culture of emphasis and methodology). This stipend applies to Master Plan employees who at any prior time passed the BCLAD/BCC examination component(s).

b. Those who immediately qualify for a differential under Section 3.0 below and who have previously passed the two examination components shall have the first $510 received under the differential program deemed to be compensation for their prior passage of the two required components.

Those who have received stipend payment for passage of the two components, and who then subsequently qualify for any of the differentials described in Section 3.0 below, shall have their prior $510 stipend payment deemed to be an advance on their first differential payment.

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

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

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

Certification/Fluency	Waivered to Basic or Dual Language Program		Model B	
	PHBAO/CAP	*Non PHBAO/CAP	PHBAO/CAP	*Non PHBAO/CAP
BCLAD/BCC	$5,100	$1,020	N/A	N/A
A-Level Fluency	$2,550	$510	N/A	N/A

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

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

Certification/Fluency	Waivered to Basic or Dual Language Program		Model B	
	PHBAO/CAP	Non PHBAO/CAP	PHBAO/CAP	Non PHBAO/CAP
BCLAD/BCC	$3,060	$612	N/A	N/A
A-Level Fluency	$1,530	$306	N/A	N/A

As provided in Section 2.0, the first $510 allocated to each employee who qualifies for the above differentials shall, on a one-time basis, be dedicated to payment of the $510 total (or $255 per component) culture and methodology incentive stipends. By the same token, employees who would otherwise qualify for the above differentials, but have not yet passed the two required culture and methodology components, will have the first $510 (or $255) of differential payment withheld pending passage of the tests.

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

a. Bilingual/Cross Cultural Specialist Credential;

b. Multiple Subjects Teaching Credential with Bilingual Cross-cultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis:

c. Single Subject Teaching Credential with Bilingual Cross-cultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis;

d. Bilingual Certificate of Competence (BCC); or

e. Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Certificate.

f. Bilingual Certificate of Assessment Competence (only for school psychologist and speech and language teachers.)

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

3.3 Qualifications for A -Level Salary Differential:

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

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

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

3.4 Additional Qualifications for Both BCLAD/BCC-Level and A Level Salary Differentials:

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

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

English Language Learners and results in non-eligibility for a differential, the affected employee can request a review process pursuant to section 4.0 below.

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

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

e. Pre-kindergarten teachers must meet the qualifications for elementary teachers as set forth above.

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

Certification/Fluency	PHBAO/CAP	Non-PHBAO/CAP
BCLAD/BCC	$5,100	$1,020
A-Level Fluency	$2,550	$510

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

Certification/Fluency	PHBAO/CAP	Non-PHBAO/CAP
BCLAD/BCC	$1,020	$204
A-Level Fluency	$510	$102

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

* See Article IX, Section 3.4

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

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

(2) Next, calculate the percentage of the PHBAO/CAP Receiver services which are rendered to ELL students/ parents and which require utilization of the students' primary language. The employee is responsible for maintaining accurate daily records (logs, contact forms, etc., as directed) and preparing appropriate and accurate summary reports documenting the nature and extent of such services. The records must reflect the language status of the person served, and the length of time the employee utilized the primary language. These records and reports are subject to supervisory approval and subsequent audit. Services to ELL persons, which do not require utilization of the primary language, do not count toward this calculation. If the factor calculated pursuant to this paragraph is 50% or more, the employee shall receive the percentage of the differential established in paragraph 1 above.

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

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

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

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

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

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

4.0 Special Dispute Resolution Process for Secondary Teachers: Effective July 1, 2001, A secondary teacher providing Master Plan instruction in a Waivered to Basic or Model B Program requiring 100% English Learners, who was deemed not eligible for a differential due to having more than two students who are not English Language Learners, may request a joint LAUSD/UTLA Differential Review. The Differential Review committee shall consist of two members. Both UTLA and LAUSD shall recommend one designee to serve on the Differential Review Committee. If an acceptable resolution is not reached through the Differential Review Committee, the teacher may appeal to the Local District Superintendent. The Local District Superintendent, in conjunction with a designee from Human Resources Division shall review the appeal on a case-by-case basis and the decision will be final and binding on a one time non-precedent setting basis.

ARTICLE XI-C

TITLE I PROGRAM

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

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

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

a. Staff development models and planning resources.

b. Selection and confirmation of school writing team by the Local School Leadership Council and Title I Advisory Council.

c. At least one full faculty review of design.

d. At least one all parent meeting for review of the design.

e. An approval of the Program at joint meeting of Local School Leadership Council and Title I Advisory Council.

f. Other items as determined by the school.

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

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

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

b. off-hour and alternative location programs for eligible students who can't attend during regular hours or on a regular campus;

c. school-community organizing drives to counter absenteeism;

d. activity-based and context-cited learning.

ARTICLE XII

LEAVES AND ABSENCES

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

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

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

2.1 Subject to the restrictions specified in Article XIX, a day-to-day substitute or temporary employee may be paid for certain absences as specified in this Article, provided the employee was serving and not released at the close of the working day immediately preceding the day for which paid absence is requested; and the paid absence shall cease with either the return to service of the absent employee whom the day-to-day substitute was replacing or with the end of the projected assignment, whichever occurs first. However, such restrictions shall not apply in the case pregnancy disability (Section 10.2) or industrial injury absences (Section 13), or family care and medical leave (Section 24).

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

a. illness

b. industrial injury

c. reduced workload

d. pregnancy

e. exchange

f. sabbatical

g. family care and medical leave of 60 working days or less

h. any leave in which the employee was replaced by a substitute teacher (including a contract pool teacher working in a substitute capacity)

i. childcare leave immediately following pregnancy leave, birth or adoption, but only for the balance of the semester or track, e.g., (July 1-December 31 and January 1-June 30) in which the childcare leave commenced; and only if the combined pregnancy leave and childcare leave does not exceed two semesters. As an exception that the childcare leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the childcare leave will be granted only for the balance of the semester or track in which the childcare leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

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

4.0 Restrictions: An unpaid leave or absence may not be converted to a paid leave or absence, except in the case of pregnancy disability as provided in Section 10.2 of this Article. No employee shall be eligible for a permissive leave from the District who has had three semesters of permissive leave during the six semesters immediately preceding the requested leave, except as provided in Section 11.0, 17.0 and 21.0. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Superintendent may, in his sole discretion, grant a waiver from this limit, for

one semester. For Children's Center and other employees not assigned on the usual semester basis, the semester period shall be computed as being one-half of the normal annual assignment and the 65 working days shall be proportionately adjusted.

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

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

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

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

8.0 Expiration of Leave: Two calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the District, the employee must notify the Personnel Office of an intention to return, or request an extension of leave, if eligible. Failure by the employee to

give such notice, or to report to duty as directed after having given such notice, shall be considered abandonment of position and resignation from service. An exception to this provision or requirement shall be made if it was impossible for the employee to give the required notice. In the case of an early return from family care and medical leave, if the employee informs the District of a desire for early return the District will, if feasible, return the employee to service within two working days after the employee notifies the District of the request to return.

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

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

a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse

b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)

c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)

d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)

e. Grandchild (includes grandchild of spouse, step grand-children, and grandchildren of cohabitant who is the equivalent of spouse)

f. Brother

g, Sister

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

10.0 Pregnancy and Related Disability (Paid and Unpaid):

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

10.2 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave (or, in the case of substitutes or temporaries, an unpaid absence) and still qualify for paid absence during the period of disability. This is the only exception to the general rule that paid leaves may only be taken from active status.

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

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

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

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

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

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

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

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

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

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

a. The employee holds probationary or permanent status.

b. The employee did not carry over any full pay illness hours from the previous year.

c. The employee has on file an illness leave request satisfying the requirements of Sections 12.8 and 12.9.

12.5 If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to the District the salary to

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

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

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

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

12.9 An employee absent from duty for any illness, injury, or other disability for more than 5 consecutive working days shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child (Form 60.ILL) completed by the attending physician or a statement from the attending physician on letterhead attached to Form 60.ILL. Form 60.ILL shall be signed by the employee. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.

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

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

of this study. This catastrophic illness leave study shall then be brought back to negotiations for the next collective bargaining agreement.

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

a. Allowable leave/absence shall be for up to 60 working days for the same injury or illness.

b. Allowable paid leave/absence shall not be accumulated from year to year.

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

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

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

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

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

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

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

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

a. Death of a close friend or relative not included in the definition of immediate family (as used in this section, the term "immediate family" shall be as defined in Section 9.0 of this Article);

b. Death of a member of the employee's immediate family, when time in excess of that provided in Section 9.0 of this Article is required;

c. Serious illness of a member of the employee's immediate family;

d. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;

e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);

f. Religious holiday of the employee's faith;

g. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;

h. An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day.

i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena for which salary is not allowed under Article XII, 18.3:

(1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;

(2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and

(3) The employee must return to work in cases where it is not necessary to be absent the entire day;

j. Conference or convention attendance pursuant to Section 19.0 of this Article;

k. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code;

l. Up to four hours of paid personal necessity leave and up to thirty six (36) additional hours of accrued vacation or unpaid leave not to

exceed a total of (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.

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

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

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

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

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

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

15.0 Sabbatical Leave (Paid): A permanent employee shall be granted a sabbatical leave of absence for up to one year for the purpose of

permitting study or travel by the employee which will benefit the schools and students of the District under the following conditions:

a. The allocated number of sabbatical leaves shall be: For 2004-2005, none.

b. The employee must have rendered satisfactory certificated service for at least seven consecutive years (of at least 130 full days of paid time) immediately preceding the effective date of the leave, not more than two of which may be in substitute status, unless the District in its discretion waives such requirement;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature. Applications may be submitted at any time but must be on file in the Personnel Office by April 15 for Fall semester and November 15 for Spring semester. Paragraphs a, c and d above are not subject to these deadlines.

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

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

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

18.3 A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave may be granted for the days of attendance in court as certified by the clerk or other

authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division.

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

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

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

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

20.0 Substitute Leave: A substitute leave shall be granted to a permanent employee for a period not to exceed one year to allow service as a substitute in accordance with District need. Such an employee will be paid as specified in Article XIX. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will be placed on a personal leave. Applications must be on file in the Personnel office by April 15 for the fall semester and November 15 for the spring semester.

21.0 Half-Time Leave: A regular Half-Time Leave shall be granted to allow a permanent employee or probationary Children's Center Teacher to continue service for half of each working day. At the elementary level, a complementary partner with permanent status is required. At the secondary level, if one is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom health and human services employees, the total number of approved half-time leaves shall not exceed a maximum of 10% of the full-time equivalent

positions in the classification. Current Health and Human Services employees on a Half-Time Leave will be grand parented for purposes of such a leave. Exceptions to the "half of each working day" requirement, including the above-mentioned grand parented employees may be made in special circumstances but shall require written special approval of the Local District Superintendent upon recommendation of the immediate administrator. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human Resources office by April 15 for the fall semester and by November 15 for the spring semester.

21.1 Half-Time Assignment:

a. New employees hired effective July 1, 1993 or later may be employed full-time and work one-half time with the other one-half time covered by a half-time leave pursuant to this section.

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

c. If the employee is unable or unwilling to accept a full time assignment in such circumstances, the employee shall submit a voluntary resignation.

d. New employees hired pursuant to this section shall receive District paid health benefits pro-rated to the hours of paid service provided the employee contributes the balance of the full cost pursuant to Article XVI, Section 3.0 c.

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

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

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

c. The employee was assigned full-time in a certificated position with the District for at least 10 school years of which the immediately preceding 5 school years were consecutive, full-time

employment. Time spent on approved leaves shall not constitute a break in the 5 school year sequence, but shall not count toward the service requirement.

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

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

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

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

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

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

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

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

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

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

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

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

an employee, the employee's owns serious health condition, or the care of a parent or spouse who has a serious health condition.

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

a. "Child" means a biological, adopted or foster child; a stepchild; a legal ward; the child of a cohabitant who is the equivalent of a spouse; or a child of a person standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability.

b. "Spouse" means a husband or wife or cohabitant who is the equivalent of a spouse.

c. "Parent" means a biological, foster, or adoptive parent; a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or a legal guardian; and does not include a parent-in-law.

d. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

e. "Health care provider" means an individual holding either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate issued pursuant to Article 4, Chapter 5 of Division 2 of the California Business and Professions Code, who directly treats or supervises the treatment of the serious health condition, or any other individual duly licensed to practice medicine in another state or jurisdiction or by any other person determined by the Secretary of Labor to be capable of providing health care services. The definition includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science practitioners.

24.2 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled work weeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave, effective July 1, 2007. An employee will be entitled to 12 weeks of leave during the 12-month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. For the period of time up to, and including June 30, 2007, the leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks in a fiscal year. An employee will retain the full benefit of 12 weeks of leave under whichever calculation method (either fiscal

year, or 12-month period measured forward) affords the greatest benefit to the employee during a 60-day transition period. This transition period shall be from July 1, 2007 through August 31, 2007. Leave may be taken intermittently in one or more periods. In addition, the following provisions govern the length of the leave:

a. An employee who takes leave for the birth, adoption or placement for foster care of a child will be allowed to take leave of at least one hour (can be less than one hour, if necessary) within one year of the birth, adoption or placement for foster care of the child.

b. An employee who takes leave for health care provider certified recurring medical treatment or supervision to care for a seriously ill family member or because of the employee's own serious health condition, will be allowed to take leave of at least one hour (can be less than one hour, if necessary).

c. Any leave an employee takes for the reasons specified in Section 24.0 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified, except that family care and medical leave granted for the birth or adoption of a child or placement of a child for foster care must be concluded within 12 months of that birth or adoption or placement for foster care.

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

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

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

care provider, to schedule the treatment or supervision to avoid disruption to the operation of the District's educational program.

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

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

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

b. The method that shall be used to choose the third health care provider is as follows: The District and UTLA shall each choose a health care provider. The two health care providers will choose the third health care provider, whose opinion shall be final and binding.

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

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

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

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

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

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

ARTICLE XII-A

ATTENDANCE INCENTIVE PLAN

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

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

3.0 Computation of Annual Incentive Payments: The maximum possible number of days subject to the Plan's annual incentive payments shall be equal to the number of illness days (hours) actually earned by the employee during the school year or ten (10) days, whichever is less. This maximum of ten days per year is applicable to all assignment bases, including bases which earn more than ten days annually. Each hour of illness or personal necessity used at any time during that year, whether for illness or personal necessity, shall be subtracted from the above-stated maximum number of days (hours), and for each resulting unused hour of illness leave the employee will receive a payment which varies according to (1) the employee's career accrued full time equivalent illness days as of the close of the applicable school year and (2) the net balance remaining in the day-to-day substitute accounts as of the close of the school year pursuant to Section 9.0 below. The funds remaining in the substitute accounts for each of the following school years: 2004-05 and 2005-06 shall be allocated as an incentive payment subject to negotiations which shall commence with in ten working days from the date the substitute account balance for the above year is determined. The following charts display examples* of estimated incentive payments which would be made if use of illness leave by all employees is reduced by 10%, 20%, or 50% for any school year:

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

Career Accrual as of Close of School Year	Payment for any Incentive Day for Current Year	Annual Maximum
Illness leave use reduced 10% for all employees:		
Less than 50 days:	$25	$250
50 to 99 days:	30	300
100 to 149 days:	40	400
150 + days:	50	500
Illness leave use reduced 20% for all employees:		
Less than 50 days:	$40	$400
50 to 99 days:	60	600
100 to 149 days:	70	700
150 + days:	80	800
Illness leave use reduced 50% for all employees:		
Less than 50 days:	$ 80	$ 800
50 to 99 days:	100	1,000
100 to 149 days:	130	1,300
150 + days:	150	1,500

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. It is agreed that reciprocal coverage is not intended to cause or result in any increased absenteeism. Accordingly, any absence covered by reciprocal service, including the later absence of the teacher who performed the initial coverage service, must be justified by actual illness/personal necessity (as opposed to a desire to receive reciprocal

days owed). As such, no reciprocal arrangement shall include an advance schedule or deadline for performing the reciprocal service.

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

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

ARTICLE XII-B

CHARTER SCHOOLS

1.0 Introduction:

a. Limited to Employees of Conversion Charters: The primary purpose of this Article is to mitigate the potentially disruptive effect upon employees assigned to schools which are converting (or considering converting) to independent charter status. Thus, this Article provides certain rights to employees of “conversion” charter schools which are separating (or have separated) from the District by becoming independent charter schools, not affiliated with the District. This Article therefore does not apply to (i) employees of "dependent" or affiliated charter schools remaining within the District, or to (ii) employees of “start-up” charter schools created independently of the District and not converting District property/facilities, even if that school’s charter status was subject to District approval. The terms “Conversion Charter School” and/or “Charter School” are used throughout this Article to cover the conversion charters.

b. Employees of Start-up Charters: Employees who are not employed by a Conversion Charter School, but who may wish to become employed by a “start-up” charter school, will not be covered by the provisions of this Article but may retain some rights to District re-employment (i) to the extent that they may qualify for personal leaves of absence under Article XII, Section 17.0, or (ii) to the extent that they may resign with right to reinstate to an opening within 39 months, pursuant to applicable law.

c. Independence of Conversion Charters: Another purpose of this Article is to encourage Conversion Charter Schools to assume proper independent responsibility for their employees, and to ensure that the District is not financially subsidizing charter schools. In this regard, it is important for all to understand that independent Conversion Charter Schools are generally independent of the District, much as are schools of neighboring separate school districts, and that charter schools have their own State income.

2.0 Charter Application Procedures: In addition to whatever procedures the Board of Education may establish in its discretion, the District shall adhere to the following procedures in processing or considering approval of any proposal to convert an existing District school to Charter School status:

a. Presentation and Discussion of Proposed Conversion Charter Schools: District procedures and instructions shall urge that any petitioner, prior to soliciting signatures on a proposed Conversion Charter petition, first present the complete proposed charter to the employees (including counselors, specialists, nurses, psychologists, etc as well as teachers), and include a written identification of the individuals who are, by

virtue of their involvement in developing and initiating the plan, most knowledgeable and able to respond to questions about the plan. Ample time should then be allowed to permit the affected employees and community a reasonable opportunity for review and discussion prior to seeking signatures or voting. In addition, it will be expected that the final charter application submitted for Board of Education approval must be substantially the same as the charter school petition which was used as the basis for obtaining signatures in favor of the charter school.

b. Alternatives to Conversion Charter Status: In the case of charter applicants that are considering Conversion Charter status due to the desire to be exempt from certain State or District rules or policies or from certain parts of the collective bargaining agreement, the District's Charter Schools Office procedures and instructions shall urge that the charter applicants discuss such matters with District staff (at the Charter Schools Office), and also with UTLA, so that they can become fully aware of their options for seeking exemptions or waivers, or obtaining dependent charter status, without undertaking the burdens and responsibilities of Conversion Charter School status.

c. UTLA Participation: Within five days of receipt of a Charter School proposal from a formative Conversion Charter School, the District Charter Schools office shall forward a copy to UTLA. UTLA shall then be granted not less than 30 days in which to submit comments and/or recommendations to the Board of Education concerning the charter application; and

d. Disclosures: District procedures and instructions shall encourage Conversion Charter School applicants, and involved principals and chapter chairs of prospective Charter Schools, (1) to disclose their intentions to UTLA and to the District Charter Schools office at an early stage in their organizational activities, and (2) to comply with Section 3.0 below with respect to full disclosure of the planned terms and conditions of employment to be offered employees of the prospective Charter School.

3.0 Full Disclosure by Charter Schools: Conversion Charter Schools operate independently of the District, and may or may not choose to adopt pay, benefits and other employment practices comparable to those of the District. Conversion Charter Schools (including proposed Charter Schools) therefore will be expected, in fairness to affected employees and all other concerned persons, to disclose clearly and fully the basic terms and conditions of employment to be provided by the Charter School -- and do so prior to asking the employees for any formal commitments of support and/or employment, and also to do so when the Charter School's employees annually decide whether to renew their District leaves of absence (see below) in order to remain employed by the Charter School. In such disclosure, the following terms and conditions of employment should be addressed, in addition to the educational program plans for the Charter School:

a. Whether the Charter School intends to request that the District grant leaves of absence to the charter school's employees to facilitate their charter school service and protect their rights of return, as discussed in Sections 5.0 and 6.0 below;

b. Whether the Charter School intends to request that the District provide, at charter school expense, continued coverage under the District health benefits programs, as described in Section 7.0 below;

c. The salaries to be paid to the Charter School's employees, and the salary progression system to be observed, if any; also, the pay rates, if any, to be offered for identified extra duty assignments;

d. Retirement pay arrangements to be provided by the Charter School (i.e., whether the Charter School will participate in STRS, Social Security or other retirement benefit plans);

e. The Charter School's plans for provision of Workers' Compensation liability insurance coverage;

f. Any paid absence benefits to be provided by the Charter School, particularly those covering illness, injury, or personal necessity. Specifically, employees should be informed as to whether the Charter School will transfer and honor their accrued illness leave balances from the District just as does any regular school district in California when hiring an employee from another California district -- and should also specifically address whether and how the Charter School will provide for salary protection in extended disability situations;

g. Provision for other employee absences and leaves of absence from the Charter School, and related pay, if any;

h. Any assurances or programs, such as liability insurance, to protect employees of the Charter School against personal expense and liability in the event of a claim or lawsuit arising out their performance of Charter School duties;

i. The hours of work, duties, and annual work schedules (calendars) expected of the Charter School's employees, and any paid non-work days to be provided;

j. Protections, if any, for current and future job continuity and security within the Charter School;

k. Employee performance evaluation and discipline (suspensions, terminations) system to be followed at the Charter School;

l. Class sizes and other assignment ratios to be followed by the Charter School;

m. Summer, winter, intersession or other extended assignment opportunities to be offered at the Charter School, if any, and the pay to be offered employees for such work; and

n. Any other significant terms and conditions of employment to be applied at the Charter School.

4.0 Opt Out Rights: Employees assigned to a location that is being converted to a Charter School, but who do not wish to become employed by the Charter School, may opt out by so requesting in writing to the District Human Resources Division by the later of (i) April 15 of the school year preceding the charter conversion or (ii) within 30 days of Board approval of the Charter School application. Such employees may exercise any transfer rights they may have under the Agreement or will be transferred to a vacancy at a school within the geographic area in which the present school is located, or if no such vacancy exists then to a vacancy in an adjoining area, or if no vacancy exists in an adjoining area then to a vacancy in some other area.

5.0 Charter School Leave (Unpaid), in General: Qualified employees (see Article XII, Section 2.0) shall, upon written request and subject to the conditions set forth below, be granted an unpaid leave of absence to work for a Conversion Charter School:

a. Term of Leave: Each employee who is in permanent or probationary status at the time of taking leave to serve in the Charter School shall be on such leave on a year-to-year basis, to be extended annually upon written request, for up to a maximum of five consecutive school years commencing with the employee's initial assignment at the Charter School. The five-year maximum is not extended or renewed by later moving to a different Charter School; however, if the employee returns to a regular District school and that school itself later obtains conversion charter status, the employee would be eligible for a new charter school leave. Those in provisional or temporary status do not qualify for a Charter School leave of absence. All charter school leaves run from July 1 to June 30 of each applicable year. Annual renewal of such leaves (where permitted), and return to active District service after the leave expires, requires a written notice by the employee to the District's Human Resources Division no later than the two calendar month date preceding the expiration of the current leave, advising the District of the intended continued leave or of the intended return to active District service (see Article XII, Section 8.0). Employees who do not renew such leave (where permitted), and do not give such notice of return to the District, shall be deemed to have resigned their District employment.

b. Return from Leave: Upon expiration of any employee's charter school leave, the employee shall (upon timely notice as provided above) have the right to return to a position in the District, unless the employee's service would have otherwise been terminated. Assignment priority for such returning employees shall be as provided in Article XI, Section 15(h). Employees who do not return to the District immediately upon expiration/non-renewal of a charter school leave shall be deemed to have resigned their District employment. Timely initiation of such renewal or return arrangements is the sole responsibility of the employee, not the District or the Charter School.

c. Benefits: Current leave of absence status does not determine eligibility for continued participation in the District's health benefits plans. Continuation of participation in the District's health benefits plans are solely the product of contractual arrangements between the Charter School and the District, as provided in Section 7.0 below.

6.0 Compensation and Other Employment Rights While on Charter School Leave: While on approved charter school leave of absence to serve in a Conversion Charter School, employees shall be treated by the District the same as employees who have been granted a personal leave to work for an outside employer (with the exception of health benefits as described in Section 7.0 below and the reporting obligations of Section 9.0 below). Thus, while on leave the employees' pay and other compensation items, and also any other protections such as workers' compensation coverage, liability coverage and indemnity against lawsuits, are solely the responsibility of their Charter School employer, and are not provided, controlled or directed by the District. Conversion Charter Schools, as defined in 1.0 of this Article, are entirely separate employers from the District, operate independently of the District, and may or may not choose to adopt pay practices and other employment protections comparable to those of the District. Conversion Charter Schools do, however, have certain reporting obligations to the District relating to performance problems of Charter School employees on leave from the District (see Section 9.0 below).

a. Tenure, Status, Seniority Date: Employees while on charter school leave do not earn, accrue credit toward, or obtain permanent status or award of a District seniority date. The employee's District seniority date (if previously earned) is preserved during the leave.

b. Participation in District Supplemental Assignments: Employees on charter school leave retain no rights to participate in District summer/winter/intersession, substitute or other assignments or opportunities available to active District employees -- except to the extent that the District generally chooses to permit persons employed elsewhere to participate in such opportunities.

c. Paid Leaves or Absences From the Charter School: In no event shall the District be responsible for paid leaves or absences occurring during any employee's employment by a Conversion Charter School. For purposes of illness leave salary protections, the District encourages Charter Schools to treat their employees the same as all other California public school districts and thus permit employees to transfer to the Charter School their accrued illness leave balances from the District and to honor such accruals when needed by the employee. If this is done, the District will, upon the employee's return to District employment, reciprocally permit the employee to transfer back to the District his or her then-current full balance of unused illness days, including unused days accrued while employed by the Charter School (up to the total which could have been accrued had the employee remained in District employment). If the Charter School declines to honor accrued illness leave balances, the employees' accrued illness leave balances will not be transferred to the Charter School. The District in those circumstances will preserve the employee's previously-accrued District illness balance for restoration upon timely return to the District from charter school leave (unless the balance has been transferred to another qualified agency or used in computation of retirement allowance), but no unused accruals or other entitlements from the charter school are then transferable back to the District. The above rules apply to accruals, utilization, and transfers of vacation rights just as they do to illness leave rights, assuming that the employee's previous District position and his or her Charter School position both involve comparable vacation accruals.

7.0 Continued Health Benefits Plan Participation: Generally, all compensation, benefits and working conditions in Conversion Charter Schools are to be established and provided solely by the Charter School and are not the responsibility of the District. Continued participation in the District health benefits plans by employees is determined solely by voluntary contractual arrangements between the Charter School and the District, separate from the charter approval itself, and separate from the leave of absence program. A Conversion Charter School may, on a year-to-year basis commencing with its first year of separation from the District, provide by contract with the District for continued health benefits coverage of the Charter School's employees, at the Charter School's sole expense. The previous five-year limit on such continued coverage arrangements is no longer in effect. Continued benefits coverage does not extend any employee's leave of absence; nor is leave of absence status a pre-condition for continued coverage. For the impact of such continued coverage upon UTLA dues and fees, see Section 8.0 below.

a. Exclusivity: In order to avoid adverse impact upon the demographics of the District's health plans, the participation and coverage of a Charter School's employees by the District health plans shall be exclusive, and applicable to all persons employed by the Charter or at least all certificated staff (whether or not previously employed by the District, and without regard to leave of absence status with the District).

When a Charter School continues coverage under the District health plans, the eligibility rules, coverages and employee cost-sharing requirements are to be the same as are applicable to employees of the District from time to time.

b. District Charges: The District's charges to the Charter School for such continued health plan coverage shall be equal to the District's cost per employee, including costs relating to (i) premium charges from health care providers, (ii) internal and external administrative costs and fees, plus additional administrative fees to the District to recover the special additional costs of processing charter school employees, (iii) a pro rata share of the District's then-current annual costs of coverage relating to current and future retirees, on the same basis as the District charges categorical accounts for coverage of categorically-funded District employees. All such charges to the Charter School shall be as determined by the District in its reasonable discretion, and reflected in the annual contract between the District and the Charter School.

c. Service Credit Toward Retirement Coverage: As to any Conversion Charter School employee who has received coverage under the District health plans pursuant to contracts between the Charter School and the District -- any years of service (as defined by the District) under such coverage shall count toward the service requirements for the District's retirement health benefits plan. Any years of service for a Charter School not under continuing District health plan coverage do not count toward the service requirements for District retirement health benefits, but do not cause a forfeiture of prior years' service credits which were accumulated during years when the service did count. In order to qualify for the District's post-retirement coverage plan, the employee must either retire (STRS-qualified) from the District or from the Charter School while under continuing coverage of the District plan and meet all other requirements then applicable to District employees.

8.0 Union Relations, Fees and Contractual Obligations: District employees who become employed by a Conversion Charter School and then maintain continuing coverage under the District health benefits plans as described above, shall continue for the duration of such continued coverage to be represented by UTLA as to the benefit levels and terms of such plans, in addition to enforcement with the District of whatever District leave and return rights they may have. Such Charter School employees are required to pay a monthly representation fee to UTLA, in an amount not to exceed that indicated in Article VIII, Section 4.0 et seq., with collection and remission to UTLA to be the responsibility of the Charter School. However, except as just described, none of the District-UTLA union recognition or other contractual obligations are applicable to Charter Schools. Nor are such schools covered by the District-UTLA Agreement unless otherwise arranged by the Charter School or by relations

established independently between UTLA and the Charter School. In the absence of such established relations, UTLA has no general duty to represent any employees of Charter Schools in their relations with their Charter School employers, and any such representation which UTLA may undertake is voluntary on UTLA's part and in any event is entirely separate and apart from its representation rights and obligations toward the District.

9.0 Performance Problems During Charter School Employment: As a condition of any employee obtaining a charter school leave of absence to serve in a Conversion Charter School, and as a condition of a Charter School employer accepting the benefit of the services of each employee on leave of absence from the District, the Charter School shall have the duty, on a reasonably prompt basis, to report to the District -- and provide the District with copies of all pertinent documents -- relating to any performance problems, misconduct, complaints, alleged violations of law, unsatisfactory performance reports, negative or below-standard evaluations, terminations, resignations under threat of disciplinary action, suspensions, reprimands, warnings or other corrective or disciplinary actions pertaining to any employee on leave from the District, including all information and documents relating to the resolution or disposition of such matters by the Charter School or by law enforcement authorities, and any related reports to credentialing authorities. By virtue of having accepted a charter school leave of absence, each employee on such leave shall be deemed to have consented to such required disclosure and sharing of information and documents, with the understanding that the District may utilize such information for administrative or statutory proceedings to the same extent (and subject to the same contractual and legal restraints) as if the conduct in question had occurred during active District employment.

10.0 Re-affiliation of a Conversion Charter School With the District: If a Charter School chooses to return to the District either as a regular school or as a dependent or affiliated charter school within the District, continuing employees of the re-affiliating school (including employees hired by the Conversion Charter School while it was independent of the District) shall be permitted to become District employees assigned to the site if they are properly credentialed, have had positive evaluations, and a position exists at the school. Employees not previously employed by the District shall be assigned a seniority date corresponding to their first date of District probationary service, rather than their first date of service at the Charter School. All other employees' seniority status shall be determined pursuant to regular District policies and rules.

ARTICLE XIII

GRANTING OF PROBATIONARY CONTRACTS, REDUCTION IN FORCE AND REASSIGNMENT, AND RESIGNATION/REINSTATEMENT

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

1.1 If an opening or vacancy is caused by either (a) a regular employee having been granted a leave of absence of one semester or more, or (b) any other event by which the District knows that the opening or vacancy is to exist for one semester or more, the opening or vacancy shall be filled by a contract employee or by an employee on the applicable District Eligible List rather than by a substitute or substitute extended employee.

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

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

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

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

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

high schools, a probationary teacher may be assigned less than one-half time in the subject fields in which the teacher has qualified by examination under the conditions specified below.

a. The teacher must be assigned at least one period per day in the subject field in which the teacher has qualified by examination and in which contracted.

b. The appropriate superintendent must specifically authorize the assignment.

c. Such an exception may not be granted for more than one year.

3.0 Reductions in Force - Order of Termination:

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

b. The order of termination within a teaching or service field in which a Reduction in Force is effected, in whole or in part, shall be based on seniority within status, beginning with provisional employees, then temporary contracts, then University/Individualized Interns, then District Interns, then Conditional employees, then Probationary 1 employees, then

Probationary 2 employees then Probationary 3 employees and finally Probationary 4 employees. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

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

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

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

a. reductions in program offerings;

b. returns from leaves of absence;

c. actual or anticipated declines in student enrollment;

d. reductions in off-norm positions, including Specially Funded positions;

e. reductions in non-classroom positions;

f. reductions in permanent certificated positions;

g. Changes in class size or norm tables as indicated in Article XVIII.

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

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

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

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

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

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

a. The order of termination or reassignment shall be by status beginning with University/Individualized Intern status employees, then Probationary 1 or Qualifying 1 status employees, then Probationary 2 or Qualifying 2 status employees, and finally Probationary 3 or Qualifying 3 status employees. Within each status employees with the latest class seniority date shall be terminated first after University/Individualized Intern status employees. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

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

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

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

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

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

11.0 Reduction-in-Force for Secondary Counselors:

a. It is understood that all secondary counselor positions are currently filled with either of the following:

(i) by employees who have both a PPS credential and a teaching credential (the "counselor-teachers"), who have been assigned to a counselor position on a "limited ongoing" basis with earned seniority as teachers; or

(ii) by employees who have solely a PPS credential (the "PPS-only counselors"), who have earned seniority only as counselors.

In the past, when faced with the need to impose a District-wide reduction-in-force (RIF) of counselors, the District has chosen to reassign counselor-teachers to teaching positions in order to avoid the layoff of PPS-only counselors whose credentials preclude their reassignment to non-counselor positions. This has resulted in the retention as counselors of employees with lower District seniority rights than the reassigned counselor-teachers.

b. Without affecting in any other way the rights of the District to select, assign and reassign counselors pursuant to Article III, for any other reason not prohibited by this Agreement, it is agreed that solely for purposes of District-wide RIFs of counselors the District shall not use its reassignment rights to avoid layoffs. The District shall instead place all employees then serving as secondary counselors (without regard to whether they have credential rights in other fields) on a single seniority list, and then reduce the counselor ranks as required pursuant to the Education Code and/or this Article. Thus, those counselors with the most recent District seniority date will be reduced first, and whatever bumping rights they may have into other classifications will be determined by Code, seniority and credentials.

c. It is understood that all District-wide RIFs of secondary counselors will continue to be handled pursuant to statutory procedures and/or the procedures of this Article, and the above agreement covering counselors is not intended to add to or change the statutory and contractual jurisdiction for such cases, but is instead intended solely as a restriction upon District assignment/reassignment rights in the limited context of implementing a District-wide RIF.

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

ARTICLE XIV

SALARIES

1.0 Salaries:

a. 2008-2009 Salaries: Effective July 1, 2008, all base salary tables, schedules and rates, including career increments and differentials for degree, coordinating, coaching and activity assignments, temporary adviser, and temporary resource and responsibility shall be as set forth for the 2007-2008 school year.

b. 2009-2010 and 2010-2011Salaries: Salaries for 2009-2010 and 2010-2011are subject to reopener negotiations pursuant to Article XXXII (i.e., if one or both parties elects to utilize its one reopener on this Article for 2009-2010).

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

Adapted Physical Education, Teacher, K-12 (6)
Adult Teacher, Academic Instruction (6)
Adult Teacher, ESL (6)
Adult Teacher, Hourly Rate (6)
Adult Teacher, Monthly Rate (6)
Adult Teacher, Public or Private Contract (6)
Adult Teacher, Staff Development (4)
Instructor, Driver Safety (8)
Instructor, JROTC (6)
Library Media Teacher (6)
Nonclassroom Assignment, Preparation Table (6)
Nonschool Assignment, Preparation Table (8)
Orientation & Mobility Instructor (8)

Adult Teacher, Temporary Classes (4)

Adult Teacher--Adviser (6)
Adult Teacher--Counselor (6)
Adviser, Categorical Program (6)

Adviser, Work Study (8)
Adviser, Work Experience Education (8)
Alternate Preparation Table Assignment (6)
Career Adviser (6)
Categorical Limited Contract Teacher (6)
Early Education Center Teacher (8)
Coordinating Adviser, Social Services Collaborative (8)
Coordinating Field Librarian (8)
Coordinating Librarian (8)
Coordinating Officer, JROTC (8)
Coordinating Pupil Services and Attendance Counselor (8)

Coordinating School Audiometrist (8)
Coordinating Training Teacher (8)

Counselor, Adult Vocational (8)
Counselor Pupil Services and Attendance (8)
Counselor, Student Discipline Proceedings (8)
Counselor, Young Adult (8)
Development Center Teacher (6)
Educational Audiologist (8)
Elementary School Counselor (6)

Program Adviser, City of Angels School (8)
Psychiatric Social Worker (8)
Psychologist, Clinical (8)
Regional Occupational Contract Teacher (6)
School Audiometrist (6)
School Nurse (6)
School Optometrist (6)
School Occupational Therapist (8)
School Physical Therapist (8)
School Psychologist (8)
Secondary School Counselor (6)
Secondary Teacher (6)
Senior Educational Audiologist (8)
Senior Instructor, JROTC (6)
Senior School Psychologist (8)
Special Education Teacher (6)
Special Education Teacher-Off Norm (6)
Teacher, Grades 7-9 (6)
Temporary Adviser, Early Education Center
Salary Table (8)
Temporary Adviser, Special Services
Salary Table (8)
Temporary Resource Teacher (8)
Temporary Resource Teacher, Hourly (4)
Elementary Teacher (6)

1.2 Retirement Bonus: In order to encourage employees to remain in the District, employees who were employed by the District for 1992-93, and then retire from the District (on an STRS-eligible basis) commencing July 1, 1994 or thereafter, shall receive a lump sum bonus at the time of retirement to partially compensate for employee contributions to the District by loss of compensation during the fiscal crisis faced by the District. Upon retirement, an employee will be paid an amount determined by multiplying the employee's regular daily rate for the year preceding the retirement date by 20.4. Employees otherwise qualifying for this bonus shall not be disqualified by virtue of the fact that they were on an approved leave of absence at the time of STRS retirement.

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

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

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

b. Allow for increase or decrease due to reallocations or reclassification.

c. Allow for increase or decrease due to promotion or demotion.

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

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

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

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

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

Years of Acceptable Experience	Step
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9 (or more)	10 (maximum placement)

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

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

FROM	TO Provisional Pre-Intern or Waiver**		TO Probationary, Temporary, District Intern,** Individualized Intern or University Intern**		TO Permanent	
1. New employees and former employees (except as provided in 3 below) who return after more than 39 months	Step Rate-in	Schedule Rate-in	Step Rate-in	Schedule Rate-in	Step --	Schedule --
2. Former extended day-to-day substitute, University Intern, District Intern, Individualized Intern, temporary contract, provisional, pre-intern waiver, probationary or permanent employees who return within 39 months	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in
3. Former extended day-to-day substitute, University Intern, Individualized Intern, District Intern, temporary contract, provisional, pre-intern waiver, probationary or permanent employees who return after 39 months effective 7-1-85 or thereafter may be restored or rate-in (See Section 15.2)	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in
4. Current day-to day substitutes formerly assigned to a schedule without a break in service are reassigned after 39 months	Rate-in	Rate-in	Rate-in	Rate-in	--	--
5. Current provisional employees	Retain	Retain	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in
6. Current temporary contract, probationary, or permanent employees	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in
7. Current probationary or permanent hourly rate schedule employees	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in
8. Current employees on Schedules 11 through 19 of the and DC Tables going to a class on Schedules 20 through 27 of the Prep. Table	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in

*Career increment is not restored

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

7.1 When an employee is both a current and former employee, the allocation will be used that is to the employee's advantage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Allow such employee point credit for approved preparation and allocate to the appropriate schedule of the Preparation, Early Education Center or Development Center Salary Table on the numbered step determined in accordance with "a" above. If the pay period rate is lower than the employee's former rate, the employee shall be placed on a higher schedule at the same rate if it appears on any numbered schedule; or if the rate does not appear, the nearest rate above; or if a higher rate does not appear, the maximum schedule.

c. Allocation as determined herein shall not act so as to place an employee, who is returning to the Table within the same school year, to

a higher rate than the employee could have obtained had the employee remained on the Preparation, Early Education Center or Development Center Salary Table.

d. Schedule placement will be based on information on file in the Human Resources Division at the time of the election. Higher schedule placement will be retroactive provided the additional material is on file within four calendar months after the effective date of the election. A current or former probationary or permanent employee returning within 39 months from the last day for which salary was received, who is being assigned (under other than a reduction-in-force) to a class paid on the Preparation, Early Education Center or Development Center Salary Table from a class paid on another pay period rate salary schedule, shall be placed either on the step and schedule the employee would have been entitled to had the employee been paid on the Preparation, Early Education Center or Development Center Salary Table for all service on the other salary schedule, or under Section 7.0, whichever is to the employee's advantage.

11.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule.

12.0 Step Placement for Junior Reserve Officer Training Corps Employees: If the combined military retirement pay plus the District salary of a JROTC program employee is less than the active duty pay and allowances which such employee would receive if ordered to active duty for the same span of time as the annual District assignment, the employee shall be allocated to the step of the appropriate schedule for the class to which assigned which will provide an amount equal to or next above the minimum required amount. If the maximum step of the appropriate schedule does not provide the necessary minimum annual salary, the employee shall be paid at a flat pay period rate equal to a rate on a higher schedule number of the Special Services Salary Table that will provide an amount equal to or next above the minimum required amount. This allocation shall be adjusted upward or downward, as appropriate, based on changes in District salary rates, armed forces active duty salary rates, or the employee's armed forces retirement pay, but shall not be less than the step of the appropriate schedule to which the employee would be allocated through normal step advancement.

12.1 Subsequent step advancements on the schedule for the employee's classification shall be made in accordance with Section 16.0 of this Article.

13.0 Rating-in for Approved Training and Experience: Rating-in for approved training and experience for employees paid on the Preparation, Early Education Center, or Development Center Salary Tables shall be authorized in accordance with the following provisions:

a. New employees in a position on the Preparation, Early Education Center, or Development Center Salary Tables shall be elected to the minimum step and schedule applicable to the class in which the employee is to serve pending approval for advanced step and/or schedule placement.

b. Rating-in above the original placement shall be permitted only in accordance with the following conditions:

(1) A rating-in claim for credit for previous training, degree, and/or experience must be filed on the proper forms with official verifying documents attached.

(2) The date that the rating-in claim is filed is the date that it is received in the Salary Allocation Unit or, if sent by United States mail addressed to the Human Resources Division, the date of the postmark. The effective date of an advanced step and/or schedule placement and/or degree differential depends upon the filing date of the rating-in claim and verifying documents according to the following Table, but in no case earlier than the effective date of election:

Date of Filing	Effective Date
Within four calendar months from effective date of election	Effective date of election
After above four-month period	Beginning of following pay period

c. If an employee files a protest of the evaluation of a rating-in claim and additional credit is allowed, any salary adjustment shall be retroactive to the effective date of an allowance based on the original claims.

d. If an employee has filed a rating-in claim, subsequent rating-ins shall be based upon records on file in the Salary Allocation Unit.

e. A new employee who has filed a rating-in claim may file additional supplemental rating-in claims for coursework and/or experience acquired prior to initial employment; however, such claims will be evaluated in accordance with provisions in effect at the time the claims are filed. Allocation to a higher step and/or schedule or allowance of a degree

differential on the basis of a properly filed supplemental claim shall be retroactive to the effective date of election if the claim is filed within four calendar months of such date. If the supplemental claim is filed after four calendar months from the election date, the allocation shall become effective at the beginning of the employee's next pay period following the filing date.

f. Previous training and experience is defined as training and experience completed before the effective date of any election for which rating-in is provided. In order to receive rating-in credit for a degree, the degree must have been granted or there must be satisfactory evidence that all requirements for the degree were completed and of eligibility to receive the degree prior to the effective date of election.

14.0 Approved Experience: New contract employees assigned to positions paid on the Preparation Salary (T and L) Tables shall be allowed credit for the types of paid experiences which are listed below, for the purpose of allocation to the salary schedule, provided that proof of such experience has been submitted, and that no more than one year of credit may be granted for experience acquired during any one school year. (Effective April 26, 2005) Qualifying experience involving prior service shall be limited to assignments of one semester or more. Credit may be granted for District experience, including substitute service, during the year in which rating-in is effective. Subject to the above, the applicable experience is as follows:

a. Day school certificated experience in approved public schools and teaching experience in approved institutions of collegiate grade level.

b. Day school experience in approved elementary and secondary schools other than public schools, such credit not to exceed five years.

c. Non-Day School Certificated Experience may be granted for employees hired in shortage fields under the following conditions:

(1) All non-day school paid experience must reflect a direct relationship to teaching, provide evidence of the use of skills applicable to teaching, and have been full-time or the equivalent, to receive salary credit not to exceed five years;

(2) Additionally, pre-school or other early childhood education experience must have been in state accredited, state or federal approved, or Early Education Center permit programs; and

(3) Special Education experience must also have been at work sites or in programs that were state certified, provided instructional rather than custodial care, or were receiver schools for public school students under provisions of Public Law 94-142.

d. Vocational experience related to the field to which a teacher is assigned with a teaching credential that has as a requirement the completion of trade experience consonant with the subject named on the credential. The experience must have occurred after completion of an approved four-year learning period. Such learning period shall consist of an apprenticeship, a recognized equivalent occupational or collegiate level preparation, or a combination thereof. College units, which are consistent with the subject trade named on the credential, shall be allowed for the learning period on the basis of 30 semester hours coursework equivalent to 50 weeks of trade experience. Fifteen semester hours shall be equivalent to 25 weeks of trade experience. Amounts of less than 15 semester hours are not allowable. The maximum number of units equated as trade experience shall not exceed 60 semester hours. Credentials applicable under this paragraph which have as a prerequisite trade experience are:

Special Secondary Vocational Class A Credential in Trade and Public Service Education

Special Secondary Vocational Class B Credential in Trade and Technical Subjects Related to Trade and Industrial Occupations

Special Secondary Limited Credential in Industrial Arts Education

Designated Subjects Teaching Credentials with Specialization in Vocational Trade and Technical Teaching

Designated Subjects Teaching Credential in Industrial Arts and Occupational Subjects

e. Professional non-teaching experience in a shortage field, which the District reasonably deems to be the equivalent in value to acceptable teaching experience (e.g., new mathematics teacher previously employed as mathematician). To receive such credit, the applicant must have a degree in the shortage field and be contracted as a probationary employee in the designated shortage field. For purposes of this section, this may include District Interns contracted in subject fields limited to math, science, English, and special education.

f. Professional librarian experience in an approved public or private library. Credit for librarian experience in approved private libraries may not exceed five years.

g. Public adult education teaching experience. Credit is to be computed on the basis of four hours of classroom teaching as the equivalent of one day. No such credit shall be given for adult education experience on any date for which day school experience is given.

h. Experience as a School Nurse in an approved public school or experience as a Public Health Nurse in an approved public or private agency.

i. Experience as a professional Psychologist in an approved public or private agency.

j. Experience as a Social Worker in an approved public or private agency.

k. To receive credit under sections a, b, d, e, f, g, h, i, and j, experience must have occurred after possession of an earned bachelor's degree.

l. To receive credit, previous experience must have occurred during the twenty-three years immediately preceding the election for which rating-in is provided.

m. A year of experience shall be defined as paid service for at least 130 days during a school year for school experience or 170 days during a calendar year for other experience, with the following exceptions:

(1) Qualifying school experience will be combined from any two school years within a period of three consecutive school years for initial placement on the Preparation Salary (T and L) Tables pursuant to the requirements set forth in Section 16.0 a (2) of this Article.

(2) A year of vocational experience used for either the learning period or step placement, as set forth in paragraph "d" of this section, shall be cumulative over one or more calendar years and shall consist of 250 days.

(3) (Effective April 26, 2005) Qualifying experience involving prior service shall be limited to assignments of one semester or more.

This section does not apply to the rating-in of Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary (L) Table. (See Sections 4.0 and 7.0 of this Article and Appendix E, Section 3.b)

15.0 Return to Service - Salary Restoration: A former employee who re-enters service within a 39-month period from the last date of paid service on the same or equivalent salary table shall have restoration as provided in Section 7.0. Status and tenure rights (if any) are determined by the employee's assignment and credential and by applicable law. The original seniority date is not restored.

15.1 A former employee who re-enters service in a higher class within a 39- month period from the last date of paid service shall be restored to the appropriate rate for the former schedule in accordance with the above procedures. Such employee shall then be allocated for the new higher class in accordance with provisions for assignment to a higher class.

15.2 A former employee who re-enters service after a 39-month period from the last date of paid service on the same or equivalent salary schedule shall be rated-in in accordance with Section 7.0 of this Article; a former employee who returns after a 39-month period effective 7-1-85 or thereafter may, in the discretion of the District, rate-in or have step and schedule restored, but shall not be eligible to have the career increment restored. For all other purposes, including status, tenure and seniority date, the employee shall be treated as a new hire.

16.0 Step Advancement: An employee not on the maximum step of the schedule shall receive a step advancement effective at the beginning of the employee's regular annual assignment basis in accordance with the following:

a. Pay Period Rate Schedule. The employee must have been paid for service or for leave on the employee's current or higher schedule for the number of hours corresponding to 130 full-time days during the previous school year. In addition, qualifying experience will be aggregated upon request by the employee to the Salary Allocation Office, as specified below. (Effective April 26, 2005) Qualifying experience involving prior service shall be limited to assignments of one semester or more.

(1) Qualifying substitute and contract experience which occurred within a single school year will be aggregated in determining whether the employee has the equivalent of 130 full-time days of qualifying experience required for step advancement on the Preparation Salary (T and L) Table.

(2) Qualifying experience from any two school years within a period of three consecutive school years will be aggregated in determining whether an employee has the equivalent of 130 full-time days of experience required to obtain credit for a year of experience for initial placement or step advancement on the

Preparation Salary (T and L) Table. If experience is aggregated pursuant to this section, any surplus days of experience (i.e., hours in excess of the number needed for a two-year aggregate of 130 full-time days) may not be aggregated or carried over to apply for any further experience credit. Pre-employment experience cannot be combined with District experience for purposes of step advancement on the Preparation Salary Tables.

b. Adult Hourly Rate Schedule. The employee must have been paid on the Hourly Rate Schedule for 156 hours during the previous school year. Effective July 1, 2002, the employee must have been paid on the hourly rate schedule for 775 hours and completed the required professional development training, during the previous school year.

c. Paid time while on leave to serve full-time in another class paid on the same or higher schedule or an hourly rate shall also count as paid time in the class from which on leave.

d. Time on exchange, position, member of legislative body, military, organization and paid leaves shall count as paid time in the class from which on leave provided the employee furnishes the Controlling Division verification of time spent on such leaves.

e. An exception shall be made to the above requirements and step advancement shall be granted to an employee who received salary for at least 90% of the number of hours required for such advancement when the failure to receive salary for the required number of hours was as the result of an illness or injury which arose out of and in the course of employment with the District and which qualifies under the worker's compensation laws of the State.

17.0 Schedule Placement or Advancement on the Preparation Salary (T and L) Tables (Schedule 20 through 27): In order to qualify for a schedule placement (except as provided in Section 8.0 of this Article) or advancement on the Preparation Salary (T and L) Tables, the employee must possess the requisite total number of points according to the following schedule:

Schedule	Points in Excess of Minimum Requirements	Schedule	Points in Excess of Minimum Requirements
21	14	25	70
22	28	26	84
23	42	27	98
24	56		

The study on which the points are based must qualify under Article XV, Section 1.0. This provision does not apply to Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary (L) Table.

18.0 Schedule Advancement - Early Education Center and Development Center Salary Tables: In order to qualify for a schedule advancement on their respective salary tables, Early Education Center Teachers and Development Center Teachers must meet requirements according to the following:

Advancement to Schedule		Requirements
EE	DC	
16	12	14 points above minimum requirements
17	13	28 points above minimum requirements
18	14	bachelor's degree
-	15	possession of a California restricted severely handicapped credential (applicable only to Development Center Teachers)
19	-	possession of a California elementary or early childhood teaching credential (applicable only to Early Education Center Teachers)

20.0 Schedule Advancement and Degree Differential: Schedule advancement will be granted provided the total point credit meets requirements for schedule advancement, and the point applications and verifications have been properly filed in accordance with established regulations and procedures.

a. For employees whose base salaries are set by the Preparation Salary (T) Table, and employees included in Section 8.0c of this Article, previous rules limiting probationary employees to one schedule advancement every 52 weeks or once every 26 weeks for permanent employees are rescinded, and credit will be awarded as provided in Article XV with an effective date as determined in Section 20.1 below.

b. For employees whose base salaries are set by the Preparation Salary (L) Table, a maximum of one schedule advancement will be allowed for each 52-week period (e.g., from March to March of the following year), measured from the effective date of the employee's initial allocation, or last schedule advancement, or eligibility for advancement.

c. For employees whose base salaries are set by the Early Education Center or Development Center Salary Tables, a maximum of one schedule advancement will be allowed for each 52-week period for non-permanent employees (e.g., from March to March of the following year) or each 26-week period for permanent employees, (e.g., from November to May) measured from the effective date of the employee's initial allocation, or last schedule advancement, or eligibility for advancement, except for allocation to Development Center Schedules 14 or 15, or Early Education Center Schedules 18 or 19.

d. Advancements may occur as set forth in this section provided the multicultural requirements of Section 22.0 are satisfied.

20.1 For employees paid on the Preparation Salary (T) Table, and employees included in Section 8.0c of this Article, the effective date of the schedule advance will be the beginning of the employee's first pay period which begins after (1) the required points were completed provided verification is received within four calendar months, or (2) the filing date of the point application, whichever is later.

20.2 For employees paid on the Preparation Salary (L) Table or the Early Education Center or Development Center Salary Tables, the effective date of the schedule advancement will be the beginning of the employee's first pay period which begins after: (1) the required points were completed provided verification is received within four calendar months, (2) the filing date of the point application, or (3) the ending date of the above required period on a schedule, whichever is later.

20.3 The date that a point application is filed is the date that it is received in the Salary Allocation Unit, or if sent by the United States mail addressed to the Human Resources Division, the date that it is post-marked.

20.4 The same requirements for completion of study, filing of proper application form, and effective date of differential shall apply to the degree and Specialist Nurse differential as for schedule advancement. In order to receive a degree differential, the degree must have been granted, or there must be satisfactory evidence that all requirements for the degree have been completed and of eligibility to receive the degree.

21.0 <u>Eligibility for Degree Differential</u>: An employee on the Preparation, Early Education Center, Development Center, or Special Services Salary Table is eligible for a degree differential under the following conditions:

a. Possession of an earned master's degree or other equal advanced earned degree of at least equivalent standard granted by an accredited institution of higher learning or earned degree of at least

equivalent standard granted by a foreign university, the equivalency of any degree being determined by the Superintendent, (not applicable to Special Services Salary Table employees) or

b. Possession of an earned degree of doctor of philosophy or other earned degree of equivalent standard, the granting and equivalence according to the provisions of subsection "a" above, or

c. Possession of an earned professional doctor's degree or other degree of equivalent standard granted by an accredited institution of higher learning, provided that:

(1) The requirements for the above degree include the completion of a three-year doctoral or equivalent program in the professional field in which the degree is obtained.

(2) The employee has a baccalaureate or other earned degree of at least equivalent standard granted by an accredited institution of higher learning in addition to the professional degree specified in paragraph "1" above; and

d. Satisfactory evidence that the degree has been granted or that all requirements have been met and that the employee is eligible to receive the degree must be filed according to the time limits and other point regulations.

22.0 Courses on Multicultural Understanding Required: To qualify for a schedule advancement on the Preparation, Early Education Center or Development Center Salary Table, the employee must have completed a minimum of two semester units or equivalent of study authorized to meet the requirements of Section 44560 through 44562 of the Education Code. This requirement will not be applicable to schedule advancements after the completion of four semester units or the equivalent, which includes two semester units of general survey coursework on minority groups and two semester units of coursework specifically pertaining to a minority group represented in the student enrollment of the school to which the employee was assigned at the time the study was completed. The above units may also be used to meet the point total for schedule advancement.

23.0 Eligibility for Career Increments: An employee being paid on the maximum step of the Special Services Salary Table or the maximum step and schedule of the Preparation Salary Table, Early Education Center Salary Table or Development Center Salary Table is eligible for a career increment as soon as the requirements set out below are met. Effective April 26, 2005, the "two-unit recency" requirement is eliminated, on a non-retroactive basis.

23.1 Preparation Salary Tables:

a. To be eligible for the first career increment, the employee must have met step advancement requirements for five years while allocated to the maximum (steps 10 - 14) on Schedule 27 of the Preparation Salary Table, or a higher rate while not paid on the Preparation Salary Table, provided the employee has met the multicultural requirement of Section 22.0 above.

b. If the required courses on multicultural understanding are completed after the above five-year period, the effective date of the first career increment shall be determined under the contractual provisions governing the effective date of schedule advancement.

c. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

d. To be eligible for the third career increment, the employee must have been paid on the second career increment for five years while meeting step advance requirements.

e. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance requirements.

f. Service rendered previous to a break in service that was greater than 39 months shall not be considered.

23.2 Special Services Salary Table:

a. To be eligible for the first career increment, the employee must be serving under a credential requiring a baccalaureate degree;

b. The employee must have served for at least 14 school years during which step advance requirements were met. Years of service outside the District which are creditable for rating-in step placement purposes (maximum of five) shall count toward the 14-year requirement;

c. The employee must have served five school years on the top rate of either a Special Services Salary Table Schedule or the top rate of the Preparation Salary Table (or a combination of both) and during each of the five years must have been paid for the number of hours required for step advance. The five years need not be consecutive;

d. Effective April 26, 2005, the “two-unit recency” requirement is eliminated, on a non-retroactive basis.

e. The employee must have completed two staff development credits meeting the multicultural requirement as described in Section 22.0

f. The employee is subject to the requirements of Section 23.1 above.

g. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

h. To be eligible for the third career increment, the employee must have been paid on the second career increment for five years while meeting step advance requirements.

i. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance requirements.

23.3 Early Education Center Salary Table:

a. To be eligible for a career increment the employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Early Education Center Salary Table, or a higher rate while not paid on the Early Education Center Salary Table. (See Appendix E, Section 2.1)

b. The employee is subject to all the requirements of Section 23.1 above.

23.4 Development Center Salary Table:

a. To be eligible for a career increment the employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Development Center Salary Table, or a higher rate while not paid on the Development Center Salary Table.

b. The employee is subject to all of the requirements of Section 23.1 above.

24.0 Salary Differentials: A salary differential may be paid in addition to the employee's regular salary because of (a) an additional earned degree, (b) prolonged years of service, (c) extra assignments involving additional duties, (d) specialist nurse duties, (e) additional responsibility, (f) work location, or (g) the temporary assignment of different duties. Such differentials may be computed on a pay period, seasonal, semester, session, quarterly, daily, or an hourly basis, but payment will be made in a lump-sum following the end of a season or semester, or as an additive following the end of a regular pay period,

as determined by the District. Nothing in this Section shall preclude an employee from performing such responsibilities and/or activities without receiving a differential.

a. Degree Differentials. A degree differential is granted to an employee paid on the Preparation, Early Education Center or Development Center Salary Table because of the holding of a master's or doctor’s degree (for Special Services Salary Table employees doctor’s degree only). Such a differential is part of the employee's pay period salary rate. The differential is included with the regular salary in computing retirement or determining salary upon promotion.

b. Career Increment Differential. A career increment differential is granted to employees on the Preparation Salary Table, Early Education Center Salary Table, Development Center Salary Table, and Special Services Salary Table because of longevity of service. The differential is part of the employee's pay period salary rate and is included in computing retirement, and in determining salary upon promotion.

c. Assignment Differentials. An assignment differential may be granted to school-based employees because of additional duties which are related to the basic assignment but which require service in addition to the duties of the regular position. The assignment must involve working with students or performing duties specifically related to the assignment beyond the scheduled workday. The responsibilities of the assignment and the rate of pay shall be agreed upon in writing by the responsible administrator and the employee before the assignment begins. Such differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion. The number and type of assignment differentials allocated to each location shall be determined by the District. Assignments differentials may be paid for the following functions:

(1) Activity Assignment. An activity assignment differential may be assigned each semester or season by the principal to an employee for service in the areas of choral music, drama, drill team, instrumental music, journalism, speech, statecraft, student activities, yearbook, and other recognized or experimental school programs approved by the Superintendent;

(2) Athletics Differential. An athletics differential may be assigned each season by a senior high school principal to an employee for service as an interscholastic athletic coach; and

(3) Coordinating Differential. A coordinating differential may be assigned each semester by the principal or the Interscholastic Athletics Office to an employee for school coordinating service in interscholastic athletics or league coordinating service in interscholastic athletics. Such differentials may also be assigned by the principal for coordinatorships in the areas of audiovisual, counseling, early childhood, ESL, gifted, health, library/media, reading, special education, student government, subject field or grade level leadership (department or grade level chairpersons), work experience, or with the approval of the Local District Superintendent, other activities related to the operation of the school.

The District bulletin regarding Supplemental Pay Guidelines, Interscholastic Athletics, and Coordinatorships, in its then-current form, will be posted at each school site during the time such assignments are being determined.

d. Specialist Nurse Differential. A Specialist Nurse Differential shall be paid to a school nurse who has successfully completed a specialist nurse training program and who is assigned to a health appraisal team to perform designated duties that supplement the regular duties for a school nurse. Such assignments shall be made by the District Nursing Service Branch on a rotational basis (see Appendix E, Section 10.6).

e. Responsibility Differential. A responsibility differential is granted to an employee on the Preparation Salary Table because of duties regularly assigned to the position which result in a higher level of responsibility. Such a differential is a part of the employee’s regular pay period salary rate. Except for head summer school teachers the differential is included with the regular salary in computing retirement or determining salary upon promotion. The classes which include responsibility differentials are Coordinating Training Teacher and Head Teacher, Elementary/Special Education Summer School.

f. Temporary Adviser Differential. An employee who is temporarily assigned to a Non-School Assignment, Preparation Table may be granted a Temporary Adviser Differential. Such a differential is in recognition of the assignment of different duties and the displacement of the employee from the normal workstation. The differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion.

24.1 When the activity for which a salary differential has been received is discontinued, employees receiving such differential shall be continued on the salary schedule at their regular rate including Degree and Career Increment Differentials, but excluding any other salary differential.

25.0 Auxiliary Teachers: An auxiliary teacher is a secondary school teacher or JROTC Instructor assigned to teach one additional regular class period each day. They shall be assigned on the appropriate basis and shall be paid at the hourly rate derived from their regular scheduled tenthly pay period rate. Auxiliary teachers shall be paid only for time actually served. Assignment as an auxiliary teacher may be terminated at any time.

26.0 Demonstration Teachers: Employees who are assigned as demonstration teachers for the purpose of providing observation by designated students in teacher-training institutions of the development of a teaching and learning situation setting forth a designated technique for a specific subject shall receive an assignment differential for such service. Compensation for service rendered as a demonstration teacher shall be paid after the close of the semester in which the service is rendered. The District shall establish the necessary administrative procedures for the processing of such demonstration teacher assignments and the review and checking of all timesheets incidental thereto.

27.0 Registration Advisers: Registration time may be allocated to schools by the District. The time allocated to schools may be converted to substitute days and hours of advisory time for appropriate employees:

a. Registration advisers shall be assigned by the immediate administrator and shall be limited, except schools in the Division of Adult and Occupational Education, to permanent or probationary staff members assigned to the schools who shall be directly involved with registration and programming;

b. Registration advisers shall be paid at their regular scheduled tenthly pay period rate for the time actually served. They shall not be entitled to pay for holidays or other absence benefits; and

c. The period during which registration time may be utilized shall be determined by the District.

28.0 Replacement Teachers: Replacement service is service rendered by a teacher at a school in place of either a teacher or a library media teacher assigned to the same school who is reported as absent on the payroll records, except as provided below. Such service is to be authorized only when there is no qualified substitute assigned to cover the class or library. All teachers who possess the appropriate certification are authorized to render replacement service under the conditions described in this Section and shall be paid additional salary for such service at the rate of their regular scheduled tenthly rate. Such

pay shall be paid monthly, as worked. Service in place of a teacher who is absent for attendance at a conference or convention shall not qualify for additional salary unless a substitute is authorized by the District. Replacement service shall be in accordance with the following provisions:

a. A replacement teacher must be assigned to the same school as the absent employee or to a pool location. The replacement service must be for class instruction or library media teacher service. Replacement service is also authorized for nurses in Special Education facilities where two separate operations share a common site and when a nurse is assigned to perform services at both locations in the absence of a regularly assigned nurse. The total number of hours in all pays period rate replacement assignments for any one employee shall not exceed twelve per pay period. The total number of hours in all hourly rate replacement assignments for any one employee shall not exceed twelve per pay period. However, such limits on replacement service may be exceeded when, in the judgment of the principal, special needs of the school so indicate;

b. Replacement service representing less than .1 of a full hour of compensation will not be reported to the Payroll Section;

c. Replacement service accumulated on a pupil-hour basis will not be carried over from one school year to the following summer session or school year nor from a summer session to the following semester;

d. An elementary level teacher shall receive one hour's pay for each 30 pupil-hours of replacement service rendered with regular elementary students or one hour's pay for each 15 pupil-hours of replacement service rendered with special education students. A secondary, secondary special education, or adult education teacher shall receive one hour's pay for each class hour of teaching for an absent teacher; and

e. The rate of pay for replacement service for an absent pay period rate teacher shall be the replacement teacher's hourly rate derived from their regular scheduled tenthly pay period rate. The rate of pay for replacement service for an absent hourly rate teacher shall be the replacement teacher's regular hourly rate.

29.0 Training Teacher: Employees who are assigned as training teachers for the purpose of the direct supervision and instruction of the classroom teaching of student candidates for teaching credentials shall receive an assignment differential for such service. For the purpose of this Section, a semester unit in elementary schools and junior and senior high schools equals one semester of approximately 18 weeks of direct supervision and instruction per student candidate for 20 minutes per day, five days per week, or the equivalent of approximately 30 hours per semester. A semester unit in elementary schools,

and junior and senior high schools during the summer session equals approximately six weeks of direct supervision and instruction per student candidate for sixty minutes per day.

29.1 In cases where the training teacher has more than one student teacher assigned at any one time, the amount received by the training teacher shall be increased proportionately. In no case shall the compensation paid for the service of training teachers exceed the established salary rate per semester unit.

29.2 For the purpose of pro-rating the salary to employees who render service as training teachers during a part of a semester or a part of an intersession, where one regular training teacher replaces another training teacher, the teacher having the longer assignment shall be paid. The payment of salary shall be pro-rated according to the following table:

Number of Weeks of Service As a Training Teacher	Fractional Part of Training Teachers Salary to be Paid
Nine or less per semester	one-half
More than nine per semester	one
Three or less per summer session	one-half
More than three per summer session	one

29.3 The District shall establish the necessary administrative procedures for the processing of such assignments and the review and checking of all timesheets incidental thereto.

30.0 Payroll Errors - Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V, shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

30.1 Salary Overpayments: For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, $200 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than $200 per pay period if necessary to recover the full overpayment within a two-year period. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment will be as much as the entire amount. In such cases, however, the District will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

31.0 Payroll Errors - Prompt Correction: If the District fails to issue a scheduled regular pay warrant, or makes an error of $100 or more due to problems involving assignment, time reporting, payroll processing or the like, the employee may request an Emergency Pay Allowance for the amount of the estimated payroll error. Such a request is to be made to the person at the work site who is responsible for reporting time, who will contact the Payroll Branch between 8:00 a.m. and 12 noon on the day after the pay warrant was due at the site. Payroll Branch shall issue the Emergency Pay Allowance for approximately the amount of the error and have it prepared for pickup at the Payroll Branch between 3:30 and 5:00 p.m. of the same working day the error is reported to the Payroll Branch. Those warrants not picked up by the employee shall be mailed to the employee that same day. Any portion of an Emergency Pay Allowance may be recovered against future salary warrants if the District later determines that the employee was not entitled to keep the payment. This procedure is not available to cover step and schedule advancement, rating-in allocations, promotional adjustments and the like which normally take up to 60 days to process, nor is it lawful until the employee's initial employment assignment has been processed. Also, an Emergency Pay Allowance is not lawful in the case of a salary warrant issued and mailed but later lost, stolen, or delayed. However, a replacement salary warrant will be issued (upon timely request) seven days after scheduled receipt of the original salary warrant. Emergency Pay Allowances cannot be issued when the employee is under garnishment, tax liens, or other similar restriction, or when the District has knowledge that the employee is in an overpay situation. The District shall hold open all Payroll Inquiry phone lines on the morning after the pay warrants are due at the site for the purpose of receiving reports of payroll errors from time-reporting personnel.

32.0 Payday: The Friday payday procedures shall be retained.

32.1 Annualized Pay: There shall be a restructuring of various payroll practices so that pay will, as soon as a major payroll re-programming is completed (at the earlier feasible January 1 or July 1) be annualized and paid in twelve (12) equal monthly installments (including supplemental and differential pay, as appropriate, minimizing retroactive and manual adjustment). This will simplify the system, making it more understandable to employees, and also reduce the volume of payroll office transactions. The parties will be continuing their review of specific pay practices to effectuate this restructuring agreement. The parties have also agreed to consolidate and simplify the differentials and stipend payment system and practices in order to ease payroll administrative costs.

33.0 Mileage: Mileage reimbursement shall be 38 cents per mile, effectively prospectively following ratification of this 2006-2009 Agreement.

33.1 Student Interaction Program Camp Counselors: Such personnel shall receive an additional hour of pay at their regular hourly rate for each day they are assigned at the camp site for a 24-hour period, and if they

serve the entire camp week at the camp site they shall receive five (5) hours even if the last day was not a full 24-hour day.

34.0 Employer "Pick-up" of Employee Contributions to State Teachers' Retirement System (STRS): The District shall implement the provisions of Section 414 (h) (2) of the Internal Revenue Code for all employees who are members of STRS. Under this program, employee contributions are designated as "employer" contributions for tax purposes only. The employee's 8% STRS contribution will continue to be deducted. Taxes are paid only on the reduced salary amount (e.g. gross salary less 8%). Taxes on the employee's 8% retirement contributions are thereby deferred until retirement or withdrawal from STRS. Typically, this program will result in an increase in take-home pay for STRS members.

35.0 Home School Teachers (Contract Employees)

Effective July 1, 2000, qualified Home School Teachers shall be offered a contract and assigned as follows:

a. Credit for tenure purposes shall be granted retroactive to July 1, 1998 or later, as applicable. While the seniority date will begin no earlier than July 1, 1998, employees will be given credit for previous certificated service for purposes of tie-breaking.

b. Home School Teachers shall accept a minimum of three and up to five students as assigned by the District consistent with Section 35.1 below. Home School Teachers will be rated in on the Preparation Salary Table and assigned on C basis with 182 workdays, 22 paid nonwork days for a total of 204 paid days (including illness days) with actual compensation for illness/absence days and for holidays will be based on the number of students scheduled for the day. Home School Teachers shall receive an illness hours credit projection based on working one-half time but shall earn illness hours credit proportionate to the actual hours assigned for the school year.

c. Home School Teachers who prefer to teach three students only will be allowed to express this preference at the beginning of each school year. The District will make a good faith effort to honor this request when making assignments.

d. Home School Teachers who refuse any additional students above the three student minimum will be assigned to positions in the regular K-12 program for which they are credentialed.

e. The District will make a reasonable effort to give a Home School Teacher who has requested to teach five students and has less than five students, the next available student within his/her selected assignment area.

35.1 Home School Assignments

a. For purposes of Home School assignments, the District will be divided into eleven local district assignment areas. Home School Teachers shall select at least one primary assignment and two or more adjacent assignment area(s). The Home School Teacher's initial assignment shall be made in a requested primary geographic assignment area by seniority whenever reasonably possible and in a manner designed to minimize driving time. The District reserves the right to make assignments in the requested adjacent assigned area(s) when assignments within the primary areas are not open.

b. Whenever a Home School Teacher is assigned a student or students in a requested adjacent area, the Home School Teacher may request from the supervisor that those students be reassigned to another Home School Teacher who has indicated the same assignment area as a primary assignment area. Such reassignments will be made, however, only within the staffing loads identified above and then only when such a reassignment will not create disparate workloads between the receiving and sending Home School Teachers**.**

c. Whenever there are not enough students to maintain the minimum three-student assignment in the primary or selected adjacent areas, a special temporary assignment shall be made. The teacher given the temporary assignment shall be given the opportunity to be reassigned to another student in the requested primary/adjacent areas as soon as an available student is identified.

d. When a teacher receives the assignment of a new student, the teacher shall make a reasonable effort to contact the student/parent within three (3) working days and to begin service within a total of five (5) working days. If the teacher is unable to contact the student or parent within that time period, the teacher shall be assigned another student, if available. A contract teacher shall not be paid for service to the third student unless a reasonable effort had been made to contact that student/parent.

e. No assignment/reassignment shall be made if there is a reasonable determination by the District that it would be detrimental to the student's education.

35.2 Home School Teacher Hours and Benefits

a. A full-time assignment shall consist of five days a week of five hours of actual teaching and one conference/preparation period per day.

b. Home School Teachers shall be entitled to the same benefits and contract provisions as teachers in the K-12 program except as provided herein.

c. Any additional time above 120 hours per pay period will be compensated as an auxiliary hour pursuant to Section 25.0, Auxiliary Teachers.

d. Time required to be utilized for participation in IEPs and conferencing with the student's regular school teacher shall be paid their regular rate subject to availability of Chanda Smith funds.

35.3 Part-time Home School Teachers (Non-contract employees) Home School Teachers not interested in an assignment as a contract employee shall remain hourly but only if they are District retirees**.** The classification of Extended Substitute-Home Teacher shall cover these non-contract retired employees who are assigned home teaching responsibilities. Such retired Home Teachers shall be paid their regular tenthly hourly rate on X basis. This section does not apply to regular contract teachers who serve in additional assignments as home teachers; such employees are assigned to the classification of Supplemental Home Teachers and paid the hourly rates comparable to Section 25.0, Auxiliary Teachers**.**

36.0 Night Continuation High School (Regular Program) Teachers: Regular program teachers (including continuation high school teachers) who teach additional hours in the Night Continuation High School program shall be paid at their regular hourly rate and shall accrue holiday and illness pay on a pro-rata basis.

37.0 National Board Certification (NBC): The District has agreed to establish a program for payment of additional compensation to UTLA-represented permanent employees who work directly with students on a daily basis in a classroom setting who obtain National Board Certification (NBC) from the National Board for Professional Teaching Standards (NBPTS). The additional compensation shall be implemented in the following manner:

Each qualified employee in permanent or probationary status shall receive compensation at their daily rate for actually working a number of additional days/hours equal to 71/2% of their work year (92 hours) and shall also receive a differential of 71/2% per year for a total of 15% increase in compensation above their base rate. Teachers must work in the classroom for a minimum of 60% of the day - - or, four periods in a secondary school to earn 100% of the 15% increase in compensation. Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher (or three periods in a secondary school) will receive 50% of the 15% -- or 50% of the 7 1/2% for holding the certification and 50% of the 7 1/2 % for completing 46 required additional hours of work. The District and UTLA shall jointly explore whether this compensation is STRS creditable. This program shall be available

to employees serving in a position which is currently eligible for the NBC pursuant to current NBPTS requirements. Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties. The District and UTLA agree to meet and negotiate regarding any position for which the NBPTS creates an NBC after the expiration of this agreement.

Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and the District. One additional committee member may be appointed by mutual agreement of the committee.

38.0 Competitive Compensation and Budget Recommendations Panel: The parties share an interest in attracting and retaining a well-qualified and equitably compensated work force. The parties recognize that compensation comparability needs to be addressed in order to become and remaining competitive. To accomplish that goal, the parties agree to form a Competitive Compensation Study/Budget Committee under the following guidelines:

a. The Panel will compare UTLA total compensation, defined to be salaries and costs for Health and Welfare Benefits, using multiple measures including career earnings benchmarks, salary schedule benchmarks and other mutually agreed upon statistical data.

b. The parties will specify the appropriate districts to use in comparison base, including, among others, the unified school districts of Los Angeles County.

c. The Panel will develop salary schedules that will provide competitive compensation at data points it chooses such as the median or upper quartile. The Panel must also provide data on the amount of additional funds needed to attain each of these data points.

d. The Panel may make recommendations on reallocating current resources and allocating new revenues in order to meet the funding requirements noted in “c” above. These recommendations will need to be based on a multiyear projection that may include items such as budget re-prioritization, Certificated allocations, budget allotment formulas, salary schedule structure, table of personnel allocations and other similar financial data of the LAUSD budget.

e. UTLA and LAUSD shall each appoint four members within two weeks of ratification of the agreement.

f. The Parties will agree to a neutral, third party facilitator for this group (should have expertise in school finance).

g. The Panel will agree upon calendar of at least 2 days per month-24 annually.

h. The Panel shall issue written reports three times a year. These reports shall summarize the issues addressed by the Panel during the period and the resolution thereof, if any. The reports shall be posted on the LAUSD's and UTLA's websites and may also be distributed via other means as determined by each party. There shall also be public meetings at which the Panel and the neutral facilitator will report on the work of the Panel to the Superintendent and his cabinet, a member or members of the Board of Education and the UTLA President and other officers. The public meetings shall occur at least twice, but not more than three (3) times per year. The parties may agree to coordinate the reporting and presentation provisions of this section with those of the Joint Living Contract committee.

i. The Panel will address any Federal or State mandates or incentive funds for an alternative compensation system.

j. The parties agree that this section 38.0 (1 through and including 10) shall terminate automatically as of June 30, 2011, unless the parties expressly agree in writing to renew it through successor negotiations.

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:

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" of 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 video-taped/televised lessons, electronic conferencing (e-mail, chat stations, collaborative on-line laboratories, etc.), telephone conferencing, residential conferences, etc. In all cases, the distance learning program must offer the student opportunities to interact with the instructor, either face-to-face or via an electronic mode of live communication. Distance learning programs that rely predominantly on print-based correspondence, with or without e-mail lesson options, will continue to be denied for salary point credit.

3.2 Credit for coursework 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.

6.0 No Credit for Study Used to Meet Minimum Requirements: Except as otherwise provided, units completed prior to earning a Bachelor's degree are not eligible for salary point credit. However, if these units otherwise count towards an earned graduate degree or teaching credential, salary point credit may be granted in accordance with the requirements of this Article. It is the employee's responsibility to provide the required evidence to the Salary Allocation Office.

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 "non-accredited" (NA) institutions subsequent to the employee's placement on the Preparation Salary Table for which point credit is requested must have been pre-approved 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 non-accredited institutions
c. Review and pre-approval of a limited list of institutions form 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 in-service 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, 1996, 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.

ARTICLE XVI

HEALTH AND WELFARE

1.0 District Contribution Obligations (as to all eligible District personnel): The parties agree increases for benefited employees' health benefits costs represent an increase in employee compensation, and that such increased expenditure is an essential component of the 2006-2007 total compensation increase. The parties further agree:

a. The projected cost of District contributions for all District employees for the 2007 calendar year is $803.4 million.

b. This cost represents up to a $29.3 million increase over the maximum amount the parties agreed the District would budget for calendar year 2006 ($774.1 million) for health and welfare benefits and a $58.2 million increase over the estimated actual cost of benefits for calendar year 2006.

c. Currently, a one percent (1%) compensation increase is approximately $40 million for all District employees.

d. It is jointly acknowledged and agreed that cost containment and related potential Plan changes must continue to be a high priority for the coming years.

1.1 The District shall fully fund the employee health and welfare benefits for calendar year 2007 by increasing its contractual contribution to cover the actual costs of the current plans, up to but not to exceed $803.4 million, subject to fluctuation in participants as set forth herein. This $803.4 million maximum contribution will not be increased in the future absent agreement by all parties reached through the negotiations process set forth in this Agreement, including but not limited to section 2.1 of this Article. All negotiated agreements between the District and all unions/associations shall be modified to establish the negotiations process, as set forth herein, as the exclusive forum in which the subject of health and welfare costs are discussed, following Health Benefits Committee (hereafter "HBC") discussion and recommendations regarding plan design.

a. The parties understand and agree that the projected $803.4 million cost is based upon an analysis by HBC consultants and further is based upon the number of anticipated participants, utilizing established eligibility/coverage criteria, at the time of the projection.

b. Therefore it is understood and agreed by the parties that the actual cost for calendar year 2007 may be higher or lower than the $803.4 million amount as a result of an increase in the number of participants

(based on current eligibility/coverage criteria) or a decrease in the number of participants (based on current eligibility/coverage criteria) compared to the number of participants on which the $803.4 million projection was based.

c. In light of the foregoing, the parties agree that if the number of participants (based on current eligibility/coverage criteria) increases above the number used to project the $803.4 million cost, the District shall fully fund any costs associated with the increase in the number of participants in an amount above the $803.4 million initially projected.

d. Conversely, if the actual costs of providing benefits is below the $803.4 million amount due to (a) lower participation than projected; (b) plan design changes that lower overall costs; or (c) other savings such as Medicare Part D reimbursement, the parties agree that any unspent monies (the difference between $803.4 million and actual costs) shall be placed in a reserve fund to defray the future costs of health benefits. Such reserve shall be subject to the management and control of the HBC through its regular "recommendation process" and the negotiations process set forth herein.

e. At such time as any state or national legislation is enacted into law that appears to impact the reserve set forth in section 2(d) above, the impact and implementation thereof, if any, shall be subject to the management and control of the HBC through its regular "recommendation process" and the negotiations process set forth herein.

2.0 Plan Revisions Through the District-wide Health Benefits Committee: A District-wide Health Benefits Committee shall be formed.

a. Composition -- Each union shall be entitled to one (1) Committee member for every 5,000 unit members represented or fraction thereof. The District shall be an official member of the HBC; the District and each union shall have one vote apiece. The District shall provide resource staff as determined by the Committee, and shall provide adequate paid release time for those Committee members who are employees of the District.

b. Decision Making -- Consensus shall be used in all Committee deliberations. If a consensus decision cannot be reached, then in the alternative, each union and the District shall have one (1) vote apiece. Any recommended changes to the existing kinds and levels of benefits shall require a 2/3 vote of the members present and voting.

c. Authority - - Subject to the terms of subsection g. below, the Committee shall have the sole and exclusive right, and duty, to design the Health and Welfare programs of the District, within the cost parameters of

the District budget established for that purpose and in effect at the time. That budget figure is the product of the negotiations process set forth in section 2.1 below. (See section**s** 1.0 and 1.1 above for the current budget cost parameters).

d. Proposed changes in the existing kinds and levels of benefits shall be submitted as recommendations to the Board of Education**,** which shall thereafter be subject to the provisions set forth in section 2.1 below.

e. The Committee may investigate the creation during the term of this Agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the Committee. The Committee shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon Committee approval.

f. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 3.0 below).

g. Effective no later than January 1 of any Plan year, the Union shall have the option of informing (in writing) the District and the other unions participating in the Committee of the Union's intent to remove its pro-rata share of District Health and Welfare Plan expenditures and separately negotiate with the District regarding a replacement plan to become implemented the following January 1 for this unit. Such replacement plan must be designed to fit within the District's budget established for this purpose, as described in sections 1.0, 1.1 and 2.0c and d above.

h. The District and the unions/associations will develop plans to address unfunded liability GASB 45 issues through the HBC.

2.1 <u>HBC Recommendations/Coordinated Negotiations/Dispute Resolution Process</u> The up to $803.4 million maximum District contribution set forth above will not be increased absent agreement by all parties (the District and all unions/associations) reached through the negotiations process set forth herein. The following procedure and timeline shall apply annually:

a. <u>By May 1</u> - HBC recommendation(s) to School Board (“Board”).

(1) Current contracts between the District and all unions/associations require consensus or 2/3 vote of HBC to recommend changes in plan design.

(2) If there is HBC consensus, such recommendations shall be submitted to the Board. If the Board approves HBC's recommendations, the "new" plan shall be implemented in accordance with the established health plan year. The increased cost of benefits shall be an increase in employee total compensation and shall be accounted for in negotiations with each union in the manner described in sections 1.0 and 1.1 above.

(3) If the HBC does not reach consensus, (i.e., even if 2/3 of HBC members endorse a plan,), both a majority plan recommendation (the plan that garnered at least a 2/3 HBC vote) and minority plan recommendation(s) (i.e., from any organization that did not vote for the 2/3 majority plan recommendation) shall be presented to Board.

(4) Following presentation of majority and minority plans to the Board for consideration, the Board shall take action to adopt one of the following three options:

a. Accept the "majority plan" recommendation. If this occurs, the new plan shall be implemented in accordance with section 2.1 (a) (2) above; or

b. Endorse the "minority plan" recommendation; or

c. Reject both recommendations.

(5) If the Board chooses 4 (b) or (c) above, the issue of plan design shall be referred back to the HBC. The Board shall give guidance to the HBC as to what actions it believes should be taken.

a. The HBC shall reconsider and potentially revise its plan design recommendation based on the above.

b. If the HBC reaches consensus on a revised plan recommendation (i.e., there are no "minority plans"), this recommendation shall be forwarded to the Board for adoption. If the Board accepts the revised recommendation, section 2.1(a) (2) shall then apply.

(6) If the Board rejects the revised consensus HBC recommendation or if the HBC is unable to arrive at a revised consensus recommendation by June 1, the following procedure shall apply:

a. Within ten days of the Board's action, or the HBC's inability to arrive at a revised consensus recommendation, the parties shall commence coordinated negotiations (the District and all unions/associations) over the subject of plan design and benefit costs for the applicable calendar year. Any agreements reached shall reduced to writing and subject to normal ratification procedures. The increased cost of any agreed upon plan shall be an increase in employee total compensation and shall be accounted for in negotiations with each union in the manner described in sections 1.0 and 1.1above.

b. If the parties have not reached a tentative agreement by October 1st, the parties shall jointly declare the existence of an impasse pursuant to Government Code section 3548 and shall immediately proceed with statutory impasse procedures (mediation, factfinding).

c. Notwithstanding the provisions of any negotiated contract between the parties (the District and all unions/associations), or the status of negotiations between the District and each individual union/association, if the statutory impasse process is exhausted, and agreement is not reached over the subject of health and welfare benefits, and if the District imposes its last best offer, all parties to this agreement shall have the right to engage in and respond to lawful concerted activities. Accordingly, the "no strike/no lockout" provisions of the respective collective bargaining agreements shall be suspended.

(7) Open enrollment shall not occur until a new plan design is adopted by the parties (the District and all unions and associations) pursuant to completion of the procedures described above, (or exhaustion of the impasse process, if applicable).

a. Pending the completion of procedures/negotiations/impasse for new plan adoption, employees shall remain in their current plans.

b. Pending completion of procedures/negotiations/impasse for new plan adoption, the District shall temporarily assume the costs attributable to the written plan design. However, any increased costs of health and welfare benefits shall be recovered retroactively to the applicable January 1st as part of negotiations over total compensation, in the manner described in sections 1.0 and 1.1 above.

3.0 Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan and also as follows:

a. Every employee who is assigned half-time or more of a full-time assignment in one class, in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined pursuant to Article XIV, Section 1.1. For employees attaining eligibility under this paragraph the enrollment year shall be January through December.

b. Employees who do not qualify under the preceding paragraph, but who in the previous school year were in paid status for the equivalent of 100 or more full days as a result of any one assignment or any combination of assignments in certificated service shall be eligible to enroll in a plan. For employees attaining eligibility under this paragraph, the enrollment year shall be October through September.

c. Part-time contract employees described in Article XIII, Section 1.3 and new employees hired effective July 1, 1993 or later working one half-time with the other one-half time covered by a leave under Article XII, Section 21.1 may be eligible to receive a District contribution to the health and welfare benefits package that is prorated to the hours of contract service (e.g., a half-time teacher receives 3/6ths or 50 percent of the contribution cost for the full health and welfare benefits package); however, in order to receive the benefit of the prorated contribution, the employee must contribute the balance of the full cost.

d. Adult Education personnel (except those mentioned below) are eligible to enroll in the full health and welfare program if assigned for one hundred and twenty (120) hours per pay period in one class code other than substitute or temporary, or have been in paid status in one or more class codes for 1200 hours during the previous school year. Those who do not meet such requirement will qualify for a part-time health plan (hospital and medical only, for employee plus one dependent), provided they are assigned for at least seventy-two (72) hours per pay period in one or more class codes other than substitute or temporary or have been in paid status in one or more class codes for seven hundred and twenty

(720) hours during the previous school year. For those employees obtaining eligibility under the previous school year hours, the enrollment year shall be from January to December. Exempted from this change in requirements are those Adult Education employees who qualified during the 1979-80 school year based upon the previous rules and those Adult Education employees who qualified during the 2000-2001 school year based upon previous rules, and who have thereafter continuously maintained eligibility under the previous rules. With respect to employees whose hours are reduced below the coverage level, see Section 9.0 below.

e. In order to remain eligible, the employee must be in paid status within the assignment basis. However, an employee in an unpaid status who later receives compensation from the District for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which such compensation is allowed. To obtain such reimbursement, the employee shall file application therefore with the District's Health Insurance Section.

f. In situations where employees are married to one another and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce or upon the retirement or death of the spouse, lose any rights the employee would otherwise have had as an eligible employee or retired employee.

4.0 Retirement Benefit Coverage: Qualified employees who retire from the District receiving an STRS/PERS allowance for either age or disability shall be eligible to continue District-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 100 full-time days and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty nine (39) months of the last day of paid service. The employee must meet the following requirements:

a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

b. For employees hired on or after March 11, 1984, but prior to July 1, 1987, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement shall be required, or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive.

d. For employees hired on or after June 1, 1992, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits. For employees who have a break in service, this must include at least ten (10) consecutive years immediately prior to retirement.

e. Any employee hired on or after March 1, 2007 shall be required to have a minimum of fifteen (15) consecutive years of service with the District immediately prior to retirement, in concert with the “Rule of 80” eligibility requirement (section 4.0 (d) above) to receive employee and dependents’ health and welfare benefits (medical dental and vision) upon retirement as provided for in this agreement.

f. New Employees’ Retiree Benefits: Effective with employees hired on or after April 1, 2009, years of qualifying service and age must total at least eighty-five (85) in order to qualify for retiree health benefits. This must include a minimum of twenty-five (25) consecutive years of service with the District immediately prior to retirement.

g. In order to maintain coverage, the retiree must continue to receive an STRS/PERS allowance and must enroll in those parts of Medicare for which eligible.

h. Employees on "Continuation of Enrollment" pursuant to Section 6.0 below shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving an STRS/PERS retirement allowance.

5.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

5.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided. The eligible employee submits a "dependent add form" and proof of eligible status as described below.

a. Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the Health Insurance Section before the end of the 30 day period.

Dependents	Documents Required (copy)
Legal Spouse	State or County Issued Marriage Certificate
Domestic Partner	Notarized "Declaration of Domestic Partnership" (LAUSD Form DP 1.0) At least two of the documents listed in Section 5.1 (9) below
Child, to age 19	Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)
Stepchild, to age 19	Birth Certificate and income tax return showing dependent status
Adopted Child, to age 19	Adoption papers
Child to age 19 who is a Legal Ward,	Court order establishing legal guardianship
Child over 19, to age 25	In addition to the appropriate documents listed above, proof of full-time student status is required at least annually

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

b. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

(1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;

(2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;

(3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);

(4) are not currently married to another person;

(5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;

(6) are at least eighteen (18) years of age;

(7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;

(8) are mentally competent to consent to a contract;

(9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits.

c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age nineteen (19) or, who were first enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond age nineteen (19).

d. Eliminate dual coverage for spouses or qualifying domestic partners in the District on a voluntary basis. If both spouses are District employees and each is covered both as an employee and as a dependent, the District will pay $1000 to them if they agree to accept coverage under the same plan (one as an employee and the other as a

dependent). If the District employee agrees to waive coverage under the District plan and accepts coverage solely under a plan of the spouse's employer (not the District), the District will pay $1000 to the employee.

5.2 It is the responsibility of the employee to notify the Health Insurance Section immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD Form DP2.0, "Statement of Disenrollment or Termination of Domestic Partnership." The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

5.3 For the District-paid life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit.

5.4 Eligible employees may enroll in the employee-paid life insurance plan without evidence of insurability provided that a completed application is received by the District's Health Insurance Section no later than sixty (60) days from the date the employee is first eligible. Employees not submitting applications during the period specified above may enroll by providing evidence of good health acceptable to the plan. Application for the employee-paid life insurance shall be processed to provide coverage at the earliest date consistent with the plan provided and payroll deduction schedules.

Employees participating in the employee-paid life insurance plan may also purchase spouse, domestic partner and/or dependent children coverage. Dependents eligible pursuant to 5.1 above may be enrolled without evidence of insurability in the following circumstances:

a. An application for such coverage is made simultaneously with the employee's initial enrollment.

b. The eligible dependents are acquired after the point of initial enrollment by the employee. The application for such enrollment, however, must be received by the Health Insurance Section within thirty (30) days of the acquisition of such dependent(s).

c. Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the health Insurance Section before the end of the thirty (30) day period.

5.5 For an employee whose spouse/domestic partner has other insurance coverage, reimbursement will be limited to the maximum percentage allowed by the higher individual policy. An employee whose spouse/domestic partner is also a District employee will not be covered as both an employee and as a dependent within the same plan. A married couple who both work for the

District or domestic partners who both work for the District may include their qualifying children on their individual policies, but such children may not be covered more than once within the same plan.

5.6 Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefits plans, dental plans and/or vision care plans. The District's Health Insurance Section shall establish an announce the date of said open enrollment period.

6.0 Continuation of Enrollment: With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment under COBRA (see 9.0 - 9.3 below.)

6.1 With respect to the District-paid life insurance plan, coverage for an employee on an unpaid leave of absence other than for illness or industrial injury/illness shall not be provided until such time as the employee returns to active service in an eligible assignment. Coverage for an employee on an unpaid leave of absence for illness or industrial injury/illness shall continue for one year after which termination of coverage shall be processed and a conversion plan offered. Coverage for substitute employees who are unavailable for work for any reason shall not be provided.

6.2 With respect to the employee-paid life insurance plan, employees who receive no salary or who receive insufficient salary to permit deduction of the required premium after all other deductions are made may continue coverage for a period not to exceed one (1) year by making direct payments of the appropriate premiums by check or money order payable to the plan and sent to the Health Insurance Section.

6.3 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment and, with respect to the employee-paid life insurance plan, submitting evidence of good health acceptable to the plan. An officer of UTLA on leave pursuant to Article IV, Section 3.0 shall not be subject to the maximum eighteen (18) month period for direct payments but may continue enrollment by making proper payment(s) to the plan in which enrolled for the period of the leave.

7.0 Termination of Enrollment: The enrollment of an employee shall terminate:

a. For failure of the employee to make direct payment as provided under Sections 8.0 and 9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid;

b. At the request of an employee, in which case coverage shall terminate at the close of the month in which the request was submitted;

c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective, except for District paid life-insurance in which case coverage shall terminate on the date the employee ceases to be employed;

d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the District-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and

e. For District-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

7.1 With respect to hospital-medical plan coverage, if the employee's participation is terminated at the plan's request for other than non-payment of premium, the employee may enroll in another of the District's hospital and medical plans by making proper application to the District's Health Insurance Section.

8.0 Conversion of Enrollment: With respect to the hospital-medical plans, an employee who is enrolled in a plan for at least two (2) consecutive calendar months and whose enrollment terminates because of (a) failure to make direct payment when required, (b) loss of eligibility, or (c) termination of employment, shall be given the opportunity to exercise the right of conversion of such individual coverage as provided by the plan, at the employee's expense. With respect to the life insurance plan, an employee whose enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

9.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the District's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans.

9.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 102 percent of the premium paid by the District for active employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

9.2 It shall be the responsibility of the employee or the dependent to notify the Health Insurance Section of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of

eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District.

9.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article V (Grievance Procedures).

10.0 Miscellaneous Provisions:

10.1 If any premium is refunded by a Plan carrier/administrator, it shall be retained by the District, unless it is the result of a direct payment made by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

10.2 The controlling documents regarding all health plans are the applicable contracts between the District and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article V of this Agreement.

10.3 UTLA shall be furnished with a copy of the current Plans and Plan summaries; the District shall notify UTLA of any proposed Plan changes promptly upon receiving notification of same from the carriers.

10.4 [Reserved]

10.5 Extended Medical Leave: Employees shall receive an extension of the "Continuation of Enrollment" (see 6.0) by qualifying for an Extended Special Medical Leave under the following conditions:

a. The employee must have accumulated a minimum of 20 years of qualifying service;

b. The employee must suffer from a physical condition of a permanent debilitating, irreversible nature so as to make continuation of employment an extreme hardship (e.g., certain forms and advanced stages of multiple sclerosis, cancer, sickle cell disease, diabetes, cerebral palsy and muscular dystrophy, etc.);

c. The procedures of Article XI governing "Medical Appeals" shall govern determinations to be made under this section.

d. The Extended Special Medical Leave may be renewed annually and, if continued until retirement under STRS/PERS, will permit the employee to qualify for District-paid insurance plans upon receipt of retirement allowances.

10.6 STRS Counseling: The District intends to renew its agreement to provide District office space to STRS representatives who will be available for retirement counseling and workshops. The District and UTLA shall cooperatively discuss with STRS the nature of those services.

10.7 Section 12.5 Plan: The District will continue the IRS Section 125 Plan at no expense to the District.

ARTICLE XVII

HOLIDAYS AND VACATION

1.0 Holidays: The basis of assignment (see Article IX, Section 9) for employees shall determine the holidays for which they receive pay according to the provisions of Sections 2.0 and 3.0. Holidays authorized for each assignment basis are indicated in the following table:

Assignment Basis	Holidays
A, Z	Holidays listed in Board Rule 1101 and any other holidays declared by the Board of Education to apply to these employees.
E, B, C, K, S, T (or equivalent annualized bases)	Holidays listed in Board Rule 1101 and any school holidays or other holidays declared by the Board of Education which come within the assignment period.
M	Holidays in accordance with individual contract.
X	No holiday benefits.

2.0 Holiday Pay - Substitute Employee Reassigned as a Probationary or Permanent Employee: A substitute employee, with substitute status only or on leave from permanent status to a substitute in the related class, who is assigned as a probationary or permanent certificated employee on the same basis immediately following a legal or school holiday shall receive holiday pay at the substitute salary rate, provided the employee served either on the last day of the assignment of a regular employee preceding the holiday or on the first day of the assignment following the holiday and provided the holiday is one of the employee's assigned days.

3.0 Payment for Holidays: An employee shall receive pay in a regular assignment (or in an assignment in lieu of the regular assignment as a temporary adviser, acting employee, or as a substitute in a higher class than that of the regular assignment) for holidays listed in Rule 1101 and for other holidays authorized by the Board of Education which are part of the employee's regularly assigned days, subject to the following conditions and exceptions:

a. If the employee has been in paid status during any portion of the last working day of the assignment preceding the holiday or during any portion of the first working day of the assignment following the holiday, provided that:

(1) An employee on a sabbatical leave of absence shall receive the same rate of pay for a holiday occurring during the leave as is received for other working days in such period; and

(2) An employee on a military leave of absence entitled to compensation under Article XII shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law;

b. If the first day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the next following working day; or

c. If the last day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the last working day preceding the holiday.

3.1 <u>As of July 1, 2001: Adult Education employees may combine hours in different classifications in order to qualify for holiday pay as follows:</u> No pay for a holiday period exceeding two (2) days shall be allowed an hourly rate employee assigned for a total of 40 hours or less per pay period in one or more class codes except in the following case: If a winter holiday period exceeds ten days and January 1 falls on Sunday or Monday, such employee, if regularly assigned on Monday, shall receive holiday pay for the number of hours assigned on Monday, January 1 or Monday, January 2.

6.0 <u>Vacation Allowance for A Basis Employees</u>: An employee assigned on an A basis and compensated at a pay period rate shall earn vacation for active service in a regular assignment or in an assignment as a temporary adviser, acting employee or as a substitute assigned on an A basis in the same or another class than that of the regular assignment. Assignment to active service means all of the time for which pay is received, except sabbatical.

6.1 An employee who has served less than 19 years shall earn .06897 hour of vacation for each hour assigned to active service; beginning with the first pay period of the school year after an employee has served 19 school years the employee shall earn .07663 hour of vacation for each hour assigned to active service. An employee who has served sufficient time during a school year to be eligible for step advancement shall be deemed to have served a school year for the purpose of this subsection.

6.2 No employee shall be permitted to accrue vacation in an amount greater than that which the employee earned in the preceding 18 pay periods in which the employee was in paid status (the employee's "vacation cap amount"). Once an employee has accrued vacation in an amount equal to the employee's vacation cap amount, the employee shall cease to accrue vacation

until the employee used vacation in an amount sufficient to reduce the employee's accumulated vacation balance below the employee's vacation cap amount.

a. Consistent with the 18 pay period vacation cap amount set forth in 6.2, each employee shall by April 30 of each school year provide to the employee's appropriate administrator a written vacation usage schedule for the following school year, and which schedules vacation for the school year in an amount necessary to assure the employee will not exceed the vacation cap amount. The vacation days identified by the employee in the submitted vacation schedule shall be scheduled in a manner consistent with the provisions of 6.3 below.

b. By May 30 of each school year, the appropriate administrator shall provide a written acknowledgment either approving the employee's submitted vacation schedule for the following school year, or disapproving the submitted schedule and providing a basis in writing for that denial. Timely submitted vacation schedules (as well as any subsequent or revised vacation request) shall not be unreasonably denied. Reasonable reasons for denial shall include but not be limited to: (a) scheduling conflicts with a more senior employee's vacation request: (b) scheduling conflicts with periods during the school year that are inappropriate or impractical for scheduling vacation (e.g., the beginning and end of each semester); (c) District emergencies or circumstances beyond the control of the District which require the employee's presence at work. Nothing in 6.2.a or 6.2.(1) shall prevent an employee from making additional/revised vacation requests during the school year. Such requests shall be made to the employee's site administrator as early as possible, and normally not less than 30 days before the requested date.

(1) An employee that is prevented or prohibited from taking vacation during a period previously scheduled by the employee and approved by the employee's appropriate administrator shall be permitted to exceed the vacation cap amount for the school year in question, and shall be granted a preference the following year in scheduling vacation so as to assure the employee's ability to schedule sufficient vacation to reduce the employee's accumulation below the vacation cap amount. Seniority shall determine the vacation schedule when pending employee requests conflict. However, a senior employee's subsequent request shall not supplant the approved schedule of a less senior employee.

(2) Any relief from the vacation cap amount as set forth in part 6.2 above must be preapproved in writing by the superintendent or designee.

(3) Once an employee's vacation schedule is submitted and approved pursuant to the above, no change can be made by the employee without submission of an alternate vacation schedule for the date(s) in question.

c. The District shall be permitted (but not required) to schedule and require employees to take vacation under the following circumstances:

(1) During periods within the employee's Assignment Basis when the District is closed, when the employee's work location is closed or when there is a lack of work unless the employee requests and the immediate administrator approves this period of time as unpaid and not a paid vacation. Such requests shall not be unreasonably denied.

(2) When the employee has accrued vacation in an amount equal to the vacation cap amount:

(3) When the employee fails to provide an annual vacation schedule per 6.2.a above.

d. Accrual Bank:

(1) Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described 18 pay period vacation cap system, the District shall for each employee employed by the District as of the ratification of this agreement and approval by the Board, calculate the employee's total accrued vacation as of June 30, 1994 (the "1994 accrual bank"). The District will then credit each employee with their 1994 accrual bank as vested vacation to be paid out at the time the employee separates from the District, but at the employee's 1994-95 salary rate.

(2) In order to encourage employees to draw from their 1994 accrual bank (and thereby reduce the District's current unfunded vacation liability), should an employee utilize any vacation from their 1994 accrual bank during the employee's employment with the District, that vacation shall be paid out at the employee's current salary rate at the time the vacation is utilized.

6.3 Time for Taking Vacation: Vacation may be taken under the following conditions:

a. Vacation shall not be taken before the close of the pay period in which the employee has completed the number of hours corresponding to 130 days of active certificated service in the District;

b. The amount of vacation taken in any pay period shall not be in excess of the vacation credit accumulated by the close of the pay period immediately preceding the pay period in which the vacation occurs;

c. No vacation or part thereof shall be taken at a lesser rate than one hour at a time, regardless of the nature of the assignment, nor shall a part-time assignment be changed for vacation purposes; and

d. Vacations shall be taken at a time which the employee's immediate administrator determines will not disrupt the center or school operations. An employee who has accrued vacation in excess of that which could be earned in 18 pay periods shall be directed by the immediate administrator to commence the use of the excess vacation credit within two pay periods.

e. Vacation may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty leave or military leave.

6.4 Amount of Vacation - Rate of Allowance - Effect of Change in Status: The amount of vacation actually earned and only that amount shall be available, regardless of changes in status. The rate at which vacation allowances are paid will be the employee's current rate.

6.5 Vacation Payment Upon Termination of Service: Except as set forth in 6.2.d with respect to employees' 1994 accrual bank, on separation from service, the dollar value of the employee's vacation balance shall be paid as a lump-sum at the employee's salary rate at the time of such separation.

6.6 Vacation Upon Change in Basis of Assignment: An employee changed from another basis must take accumulated vacation before completion of the A basis assignment except where it is impossible or impracticable to do so. Any such approved accumulated vacation may be taken while assigned to a position on another basis. A substitute shall be provided for any such employee provided that the services of a substitute are necessary and approval for the substitute is given by the appropriate superintendent.

6.7 Lump-Sum Payment for Accumulated Vacation Upon Change from Vacation-Earning to Non-Vacation Earning Assignment Basis: An employee who ceases to earn vacation because the employee moves from a vacation-earning to a non-vacation-earning Assignment Basis shall be paid the dollar value of any accumulated vacation as a lump-sum payment, provided the

immediate administrator concerned certifies that it is impracticable for the employee to take such accumulated vacation. If the employee makes no request for lump-sum payment, the payment shall be made at the end of the school year following the school year in which the employee ceased to earn vacation. The lump-sum payment shall be at the salary rate of the employee's last vacation earning assignment.

6.8 Vacation - Substitute Status: Nothing in this Article shall be held to entitle persons with substitute status only to vacation privileges.

ARTICLE XVIII

CLASS SIZE

[Note: Several of the class size restrictions in this Article have been temporarily affected by the District's exercise of its rights under Section 1.5 resulting from the District's fiscal crisis. Such changes are reflected in District bulletins to the schools.]

[Note: Refer to Article XVIII-A for 2007-2008 through 2009-2010 "Framework for Addressing Class Size Issues"]

1.0 General Provisions: The following general provisions and definitions apply to this Article:

a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered. (See Office of Superintendent Bulletin No. 19, September 1, 1980).

b. Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis.

c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position.

1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date." As of that date the number of teachers to be assigned to a school shall be based upon the number of students listed in the teacher Allocation Tables and the staffing requirements of this Article. Those Allocation Tables are designed to trigger the assignment of an additional teacher when a school's enrollment reaches a given point. For example, at the elementary level, if at norm date the specified averages are exceeded by a sufficient number of students to create one-half of a class or more, an additional classroom teacher will be authorized. Thus, in an elementary school with a required school-wide average class size of 27, an additional teacher will be assigned as of norm date when school enrollment multiples of 27 are exceeded by 14 or more additional students.

1.2 For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:

a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term. Decreases in secondary enrollment during the school year will not result in displacement of existing staff until the norm date, generally held on Friday of the fourth week of each semester*.

*Mid year renorming in secondary schools was implemented by the District's unilateral action of

November 4, 1991 after completion of bargaining. The December 12, 1991 LAUSD/UTLA Memorandum of Understanding states the parties' understanding that such unilateral action is to become part of Article XVIII and is "to remain in effect but without the agreement of UTLA."

b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position (see 1.1 above), and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.

1.3 Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:

a. From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to register-carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register-carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.

b. After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register-carrying classroom teaching functions in classes or departments exceeding the expected class size.

1.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.

1.5 It is recognized that the class size restrictions of this Article may not be achieved due to circumstances such as state funding limitations, teacher shortages, changes in the student integration or other programs, or statutory changes.

1.6 <u>Class Size Arbitration Procedures</u>:

d. Any grievances alleging violations of this Article must be filed with the immediate administrator within five days of the occurrence of the

facts upon which the grievance is based. The immediate administrator shall reply, in writing, within three days.

b. If the employee wishes to obtain review of the decision, a Notice of Appeal to the Office of the Region/Division Superintendent shall be delivered within three days of receipt of the immediate administrator's reply. Within five days after receipt of the Notice of Appeal, the Region/Division Superintendent shall hold an appeal meeting to discuss the matter, and shall, by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative (if any).

c. Within two days after the above administrative appeal is announced, UTLA may appeal the matter to arbitration by notifying the District of its intention in writing. UTLA and the District shall select an arbitrator and the dispute will be calendared for an arbitration hearing at the next scheduled available expedited hearing date, or within 30 days, whichever is earlier, but in no event shall the hearing be held less than 15 days after UTLA's arbitration appeal is filed. Briefs, if any are desired, are to be filed promptly, and a summary letter award shall be issued by the arbitrator within seven calendar days of the briefs (or of the close of the hearing if there are no briefs). A full decision shall be issued within 30 days after the summary award letter. These cases shall, in all ways not modified herein, conform to the provisions of Article V.

1.7 If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.

2.0 Regular Program Class Averages:

2.1 Elementary schools: Taken together, all classes at a school in grades K-3 are to average 29.5 students, and in grades 4-6 are to average 35.5 students. In order to avoid State funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.

2.2 Middle schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.

2.3 Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.

3.0 Student Integration Program Class Averages: Pursuant to and contingent upon the court-ordered student integration program, designated

schools shall be governed by the following class sizes rather than those specified in Sections 2.0 above. It is recognized that the student integration program, including but not limited to the definition of schools affected by the various provisions of the program, is to be determined by the District in its discretion.

3.1 PHBAO elementary schools (designated schools with Predominantly Hispanic, Black, Asian and Other non-Anglo students) are limited by the following class size requirements:

a. Kindergarten -- Taken together, all Kindergarten classes at a school are to average 29.5 students.

b. Grades 1-6 -- Taken together, all classes in grades l-6 at a school are to average 27 students.

In order to avoid state funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.

3.2 PHBAO schools, grades 7-10 (including 6th grade middle school students): Taken together, all academic classes at a school (English, ESL, Reading, Math, Social Studies, Science, and Foreign Language) are to average 27 students. An academic class at a senior high school must have more than 75 percent ninth and tenth grade students in order to fall within the coverage of this special class size program. Non-academic classes (excluding Physical Education and activity classes such as Band and Drill Team), are to average 36.25 students at junior highs, and are to average 35.5 students at grades 9 and 10 in senior highs.

3.3 Desegregated/Receiver Schools (schools designated as desegregated, or designated to receive students under the Student Integration Program, including PWT, CVP, Satellite Zone and CAP) are limited by the following class size requirements:

a. Grades K-3 - Taken together, all classes in grades K-3 at a school are to average 29.5 students.

In order to avoid state funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.

b. Grades 4-6 - Taken together, all classes in grades 4-6 at a school are to average 32.5 students.

c. Grades 7-10 (including 6th grade middle school students) Taken together, all academic classes (see paragraph 3.2 for definition and "75 Percent Rule") at a school are to average 32.5 students. Non-

academic classes (excluding Physical Education and activity classes such as Band and Drill Team), are to average 36.25 students at middle schools, and are to average 35.5 students at grades 9 and 10 in senior highs.

3.4 Magnet Schools and Centers: Those designated as serving PHBAO student populations shall have an average class size in each school of 27 students. Other magnet schools and centers shall have an average class size in each school of 29.5 students. In order to be considered a magnet class in a magnet center, a class must contain more than 75% magnet students.

4.0 Distribution of Students Within Grade Levels, Departments and Classes: Soon after the opening of school, each elementary grade level chairperson or secondary department chairperson shall call a meeting of the grade level/department for the purpose of attempting to reach consensus on recommendations to be made to the site administrator with respect to an equitable and educationally sound distribution of students, including students who may enroll at a later date.

5.0 Early Education Centers: Pursuant to State requirements, the allocation of staff determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept).

6.0 Special Education: The District shall make a reasonable effort to maintain special education class size as indicated in Appendix A for the term of this Agreement. In schools having two or more classes of the same category, class sizes will be based on the average of those classes in the school rather than by individual classes. The Division's monthly class size reports shall be made available for inspection by any employee or UTLA representative.

When a special education class has exceeded the norm by two or more students, the teacher may notify the Special Education Coordinator. Within one calendar month of the notification, if the condition persists, the District shall make a reasonable effort to remedy the situation, after consultation with the affected teacher, by means such as the following:

a. the transfer of excess student(s) to another class or school site, or

b. the opening of an additional class if sufficient students are available, or

c. the assignment of additional aide(s) to the class.

Upon request, the District shall advise the employee as to the reason and anticipated duration of the excess student(s), and as to efforts being taken, if any, to remedy the situation.

ARTICLE XVIII-A

2007-2008 THROUGH 2009-2010 FRAMEWORK
FOR ADDRESSING CLASS SIZE REDUCTION ISSUES

1.0 This Article reflects the parties' agreement resulting from 2006-2007 successor contract negotiations regarding class size reduction and covers the three-year period beginning July 1, 2007.

1.1 The parties' agreement is comprised of four general areas: 1) phased in restoration of class size averages to 2001-2002 levels; 2) establishment of contractual class size "flexible caps"; 3) utilization of EIA funds to effect targeted class size reduction; and 4) creation of a Joint Class Size Reduction Task Force.

1.2 The 2001-2002 class size averages set forth in this Article do not negate the averages set forth in Article XVIII of this Agreement. Rather, the 2001-2002 averages set forth reflect the parties' agreement as to the mutually agreed to status quo at least for the duration of the class size reduction efforts contained in this Article.

1.3 Nothing herein has any effect on the parties' past or future contentions as to the utilization of Article XVIII section 1.5.

2.0 CONTRACTUAL CLASS SIZE REDUCTION EFFORTS

2.2 The parties agree to restore class size averages to 2001-2002 levels pursuant to the following provisions. These 2001-2002 averages are:

a. PHBAO: Elementary (4-6) = 28.5
Middle Academic (6-8) = 30
Middle Non-Academic (6-8) = 39.25
High School Academic (9-10) = 30
High School Non-Academic (9-10) = 39.25
High School Academic and Non-Academic (11-12) = 39.25

b. Desegregated/Receiver:
Elementary (4-6) = 34
Middle Academic (6-8) = 35.5
Middle Non-Academic (6-8) = 39.25
High School Academic (9-10) = 35.5
High School Non-Academic (9-10) = 39.25
High School Academic and Non-Academic (11-12) = 39.25

c. Regular Program:
Elementary (4-6) = 38.5
Middle (6-8) = 39.25
High School (9-12) = 38.5

d. Kindergarten through Third Grades: The District shall comply with the State Class Size Reduction Program so long as it elects to continue participation therein. If for any reason the District ceases participation in the State CSR Program in whole or in part, the pre-CSR contract averages shall apply to affected grade levels.

e. Magnet Schools
PHBAO = 28.5
Desegregated/Receiver = 31.5

2.2 Restoration of the 2001-2002 averages as described above shall be implemented pursuant to the following steps:

a. 2007-2008: reduce current averages by 2 in grades 4-5-6 as necessary to meet 2001-2002 averages.

b. 2008-2009: reduce current averages by 2 in grades 7-8-9 as necessary to meet 2001-2002 averages. This grade level implementation may be modified by recommendation of the Joint Class Size Task Force and approval of Board of Education.

c. 2009-2010: reduce averages by 2 in grades 10-11-12 as necessary to meet 2001-2002 averages according to recommendation of the Joint Class Size Task Force and approval of Board of Education.

d. Magnet Schools: reduce current averages as necessary to meet 2001-2002 averages through an implementation timeline not later than the timeline provided for above for the affected grade levels.

2.3 Special Education: Restoration of 2001-2002 averages shall be implemented over the course of two years, i.e., by the end of the 2008-2009 school year.

3.0 CONTRACTUAL CLASS SIZE “FLEXIBLE CAPS”

3.1 Effective 2007-2008, “flexible caps” shall be established in academic classes representing targets/goals per class to not exceed:

a. Grades 4-5 =35, effective with the 2007-2008 school year.

b. Grades 6-8 Middle School = 41 effective with the 2007-2008 school year, lowered to 40 effective with the 2009-2010 school year.

c. Grades 9-12 =42, effective with the 2007-2008 school year, lowered to 41 effective with the 2009-2010 school year.

3.2 The parties intend to have teacher involvement in the development of class offerings and class sizes pursuant to Article IX-A, Assignments, Section 3.2, which provides: "Department Chairs/SLC Lead Teachers shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the department's budget funds, establishment of the departments' class offerings, assignments of department members to specific classes, *and balancing department classes pursuant to Article XVIII, Section 4.0.*

3.3 Problem Solving Process: If on norm day a class exceeds the established class size target and continues to exceed that target for a period of 20 days, upon request of the affected teacher, a review of the circumstances causing the "excess" shall take place. A meeting shall then be held with the affected teacher, the administrator, grade level or department chair/SLC lead teacher, and chapter chair to discuss results of the review. These parties will also explore options for meeting the needs of students without depriving students access to a full range of course offerings and in a manner which does not disrupt the instructional program. Upon request of the affected teacher, the District will provide a written explanation for the class size and the efforts made to balance classes in order to meet targets.

4.0 EIA – CLASS SIZE REDUCTION CONCEPT

4.1 The District anticipates receiving, on an on-going basis, an Educational Impact Aid ("EIA") allocation that will be approximately $70 million greater than its allocation in the 2005-2006 fiscal year. Subject to consultation with and input from the appropriate constituent parent and community committees, the District will, beginning in the 2007-2008 fiscal year, allocate any such additional EIA resources (above the EIA allocation received in the 2005-2006 fiscal year reduced by the indirect support charge) to eligible school sites on a 50% English Learner/ 50% Compensatory Education student basis.

4.2 The District shall direct the legally appropriate person or entity at either the District or site level to use these funds for class size reduction purposes in the core academic subjects, with first emphasis on reducing class sizes for students at risk of academic failure, including low-performing students and English language learners, so long as this does not require the re-direction of already budgeted funds or the reduction of already existing academic programs at the school.

4.3 To the extent that EIA funds are being used for these class-size reduction purposes, teachers funded through that source shall hold the appropriate authorization to teach English Learners. Schools will also be directed, as legally appropriate, to use these additional EIA funds to purchase part-time or auxiliary teaching positions where funds are insufficient to fund a full-time position, or, at schools lacking space for general class size reduction, to purchase additional teachers for team teaching, or collaborative teaching models.

4.4 If for any reason the EIA funds used for these class size reduction purposes are reduced or reallocated, such class size reduction shall be modified accordingly. The District will notify UTLA at least thirty (30) days prior to taking action pursuant to this section.

5.0 JOINT CLASS SIZE TASK FORCE

5.1 A Joint Class Size Task Force, comprised of an equal number of representatives selected by the District and UTLA, shall be established as soon as possible following ratification of this agreement and will remain in effect for the length of the reduction effort set forth in section 2.0 above. The Task Force:

a. Shall monitor the reduction efforts set forth in this Framework;

b. Shall study P.E. class sizes in grades 6-12 and make recommendations for the establishment of individual class size targets/goals to the Board of Education as soon as practicable; and

c. Shall prepare recommendations to Board of Education for efforts that are to occur in 2008-2009 and 2009-2010 as set forth above.

d. May recommend changes regarding the targets, goals and time lines set forth in this Framework based on factors such as assessment of the impact of efforts to date, new or amended legislation, or any newly available funds dedicated to class size reduction.

e. May recommend training and similar activities that might assist all parties in the successful implementation of this Framework.

6.0 Any grievances alleging violations of this Article shall be processed pursuant to Article XVIII, section 1.6.

ARTICLE XIX

SUBSTITUTE EMPLOYEES

1.0 Salary and Benefit Provisions: The following substitute salary and benefit provisions are in effect for the 2004-05 school year only; salaries for 2005-06 are subject to reopener negotiations pursuant to Article XXXII.

a. The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous 11364 accrual rate factor for paid non-working days described in Section 2.0 and the 3% longer days factor.

b. Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table shall be $159.26 per day effective July 1, 2004, and if the substitute serves in an extended status under Section 4.0, the daily rate shall be $214.93 per day effective July 1, 2004. The rates set forth in the previous sentence shall also be the sole rates available to contract teachers serving as substitutes during unassigned periods.

c. Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (see Section 3.0.) shall be $214.93 per day effective July 1, 2004.

d. Continuity Rate Increase: Substitutes who serve in place of employees paid on the preparation Salary Table shall have their rates of pay increased by $10 per day effective the first day following the completion of service equivalent to 130 days during the school year.

e. Inter-session/Summer/Winter Session Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid $115.96 effective July 1, 2004, for a normal summer school day of four hours, their regular substitute pay rates notwithstanding. If in extended status pursuant to Section 4.0, the extended rate shall be $156.51 per day for a normal summer school day. NOTE: Employees may have assignments of varying hours per day. Daily rates may be derived by dividing the rates above by four and multiplying by the assigned hours per day.

f. Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified, but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than $139.37 per day effective July 1, 2004, except as provided in Section 2.0b.

g. As of July 1, 2001, Adult Education employees hired prior to July 1, 2001 serving as substitutes will be paid at the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.

2.0 Paid Nonworking Days:

a. The parties have agreed to a system of payment in lieu of the previous payments for illness, holidays, and vacation (Winter/Spring Recess). The system includes a "continuity rate increase," as described in Section 1.0d above, and also the "paid nonworking days" system described below. Payment for holidays pursuant to the previous Agreement was discontinued, effective November 4, 1983. Payment for Winter or Spring Recess was discontinued effective July 1, 1983.

Accumulation of paid illness allowance was discontinued effective November 4, 1983. However, any illness balance credited to a substitute employee may continue to be used pursuant to the provisions for its use in the 1980-82 Agreement.

b. Accrual rate for paid nonworking days:

(1) In lieu of the previous lump sum payments for paid nonworking days, substitutes who serve in place of employees paid on the Preparation Salary Table have had the accrual rate factor folded-in to their rate of pay as described in Sections 1.0 and 4.0.

(2) All other substitutes shall have the accrual rate factor folded-in to their rate of pay retroactively, after they have been in paid status as a substitute for the equivalent of 35 full-time days from the beginning of the school year. (The accrual rate previously paid to Adult Education Substitutes is eliminated effective June 30, 2001.)

(3) The above paragraph b.(1) is not applicable to contract employees on leave to serve as a substitute in a higher class. Such employees shall receive the rate of pay for the higher class in accordance with Article XIV, Section 9.0. Holiday and illness benefits shall be received on the same basis as a contract employee.

3.0 Incentive Plan: Incentive Plan substitutes serve in schools of particular need, as determined by the District, and thereby qualify for the daily incentive pay rate (Section 1.0c above). The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days.

a. Substitutes (including School Nurses) on the active waiting list of applicants for the Incentive Plan, and who serve at schools of particular need as determined by the District, shall be paid at the Incentive Plan rate for that day. See also Section 3.3c below.

3.1 Eligibility: Eligible substitutes may apply to enter the plan at any time. School Nurses shall be included in the Incentive Plan. The Incentive Plan shall be applicable only to substitutes who are serving in place of regular K-12 program employees paid on the Preparation Salary Table during the regular (September-June) academic year and who also meet the following qualifications:

a. Agree to serve in any grade level and/or subject field as reasonably determined by the District and at any school/center location according to District need.

b. Are available a minimum number of days of availability per week as specified by the District; the District retains discretion to establish the requisite days of the week and/or number of days per week of availability for any calling area.

c. Agree to serve as an incentive substitute for at least one semester.

Participants who do not continue to meet the obligations of a., b., and c. above, or who refuse an assignment, or who acquire more than five (5) unavailables during a semester may be dropped from the plan and may be ineligible for restoration to the plan for a minimum of one year.

3.2 Priority for Selection: Seniority based on earliest uninterrupted date of assignment in the District as a certificated employee and number of days available for assignment shall be used to determine priority for selection of new participants in the Incentive Plan.

3.3 Incentive Substitute Assignment Procedures:

a. Incentive Plan substitutes will be called for assignment pursuant to Section 5.3 of this Article, except that a limited number (at the District's discretion) of the participants with five-days-per- week availability may be assigned in advance on a daily basis to schools for service at

those sites or be reassigned to other nearby schools as determined by the District. Substitutes with the longest travel distance will be given priority consideration for advance assignment.

b. Incentive Plan substitutes may be name-requested by the site administrator of any participating school irrespective of 3, 4 or 5-day availability, but may not be name-requested by non-incentive plan schools. Participating schools shall not include non-incentive substitutes on their preferred calling lists.

c. Non-Incentive Plan substitutes may be assigned to participating schools, but only after all available incentive substitutes have been assigned.

4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 20 consecutive working days in the same assignment in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute daily rate as provided in Section 1.0b and c above retroactive to the beginning date of the assignment. Days used by the substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in, the consecutive working days requirement. Upon the termination of the extended assignment, the substitute shall return to, and be paid as, a day-to-day substitute. Should that same substitute within five (5) working days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional working days, the substitute shall again be classified as an extended substitute and shall be paid the Incentive Plan substitute rate retroactive to the beginning date of the return to the position.

4.1 A substitute may not be released from an assignment as the 21st day approaches, for the sole purpose of preventing the substitute from qualifying for the extended substitute pay rate.

4.2 Substitute teachers who are assigned for ten consecutive days to an unfilled position in which the substitute teacher opens a class at the beginning of the school year shall be paid at extended substitute rate.

5.0 Assignment Procedures for Non-Incentive Plan Substitutes: Day-to-day substitutes may apply to only one of the service areas (North, South and Central) for assignment. Day-to-day substitutes will be placed, upon request, on a calling list within the Service Area but are subject to assignment to any school within the Service Area and also, when necessary, may be assigned to any school in an adjacent calling area. Also, substitutes must be available for at least two consecutive days per week. (Friday/Monday meets the consecutive days requirement.) Substitutes who are unable to comply with the consecutive

days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0.

5.1 Accepting Assignments: All initial assignments of substitute teachers, including those who are name-requested, must come from the substitute calling unit. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit.

A substitute who should have been assigned, but was not assigned due to a clerical error, shall be granted one of the following remedies, at the employee's option:

a. a make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or

b. cancellation of an "unavailable" charged against the employee.

c. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

5.2 Substitutes who are assigned by the Certificated Substitute Assignment Unit have a right to work and be paid for the service they provide whether at the school site to which originally assigned or if necessary, to an alternate assignment specified by the District. If assigned to an alternate assignment, paid service time shall be reported from the time of arrival at the original school site. If a substitute declines an alternate assignment, the substitute shall not be entitled to pay for that day; however, such substitute shall not receive an unavailable.

a. A written list of all SBM (School Based Management) schools with adjusted teaching schedules (daily or occasional longer or shorter teaching schedules, pursuant to their School Based Management plan) shall be provided to all substitute teachers.

(1) Assignments to SBM schools with adjusted schedules will be offered in the same manner as to non-SBM schools. No special "non-available" notation will be made as a result of an assignment offer to a S.M. school.

(2) The substitute on-site obligation at S.M. schools with adjusted schedules will not be greater than normal, even if the teaching time is lesser or greater. Pay for substitutes at such schools will not be adjusted to reflect the revised schedules.

5.3 Calling Priority Order:

a. Contract pool teachers temporarily assigned to substitute pools, and year-round school teachers newly assigned or whose track is changed and who therefore need to make up time in order to complete one full year of retirement service credit.

b. Incentive Plan Substitutes (see Section 3.0.).

c. Substitutes requested by name and employee number, and available year-round school teachers off-track requested by name and employee number at their home school. The request list is limited to those who are available at least two days per week provided that they are available Friday and Monday and approved by the site administrator in consultation with the faculty.

d. Remaining openings shall be filled from geographic area pools. Substitutes' names shall be arranged by the date of election to certificated service on separate lists for each pool according to service category (elementary K-6, or a given secondary subject field), and called in the following priority order:

e. Year-round school teachers off-track and available to substitute at least two days per week at their home school, but need not remain available each week of the off-track period. These teachers shall be arranged by their seniority date within the service category (K-6 or a given secondary subject field) for assignment at their home school.

f. Remaining year-round school teachers off-track who were not assigned pursuant to c. and d. above or off-track teachers not available to substitute at their home school, and teachers on traditional calendars serving as substitutes during unassigned periods.

g. Standby list (see Section 5.6.). These shall be assigned by seniority order within service category.

(1) Substitutes available five days per week.

(2) Substitutes available at least two consecutive days per week but less than five days.

5.4 Assignments During Z Basis Periods: During the summer hiatus periods for traditional calendar schools and off-track periods for year-round schools (i.e., X/Z Basis - see Article IX, Section 10.0j) the calling priority order shall be as described in 5.3 above, but will be restricted to a limited number of substitutes who have volunteered for summer duty and have been selected, again based upon the above priority order.

5.5 During emergencies the above priorities may be temporarily suspended.

5.6 Standby Lists: A substitute may be changed from any high priority to the substitute unit's "standby list" for any of the following causes:

a. Receipt of the second report of late arrival in any one semester, or traditional calendar summer recess period, which has been determined to be the fault of the substitute;

b. Receipt of the second "Inadequate Service Report" in any one semester or traditional calendar summer recess period; or

c. Ten "unavailable" in any one semester, or four during traditional calendar summer recess period. Off-track teachers shall be permitted not more than three in each off-track period. An "unavailable" will be posted each time a substitute:

(1) Refuses an assignment within the geographic limits set forth in 5.0 above. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for assignment of less than a full day.

(2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances:

(i) If the extended assignment conflicts with a previous commitment by the substitute for a different name-requested assignment;

(ii) If the substitute has already served ten consecutive days in the assignment; or

(iii) If the assignment is for a subject field other than that designated on their availability form.

(3) Fails to answer the telephone personally between 5:30 a.m. and 8:30 a.m. In the case of Children's Centers, the hours are 7:30 a.m. to 9:30 a.m.

(4) Has a busy telephone line during two attempted calls during the hours specified in (3).

(5) Declares unavailability. However, if the substitute Satisfies the District that the unavailability was for more than one day because of a continuing illness, (or compelling personal reason), only one "unavailable" will be charged for that period.

d. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

5.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not behonored for those on the standby list. A substitute who is placed on the standby list shall be given immediate notice thereof and an opportunity for prompt administrative review by the coordinator of the Certificated Substitute Assignment Unit. Such review shall be without prejudice to any rights the substitute may have under the grievance procedure. After a period equivalent to six working months, substitutes on the standby list may be returned to a higher priority, provided that an Inadequate Service Report was not received during that period.

5.8 Upon request, substitutes shall be advised of their rank on the calling priority list.

5.9 Each school shall post and distribute to teachers a copy of its substitute name-request list (preferred substitute list) and a copy of the list of off-track teachers (if any) available to substitute during their off-track periods. These lists shall include the teachers' employee numbers to ensure that the proper substitute is requested and assigned. Copies of preferred substitute lists shall be forwarded by the local sites to the Substitute Assignment Unit where they shall be available for review by the UTLA Substitute Subcommittee Chairperson.

6.0 Late Arrival: A substitute who cannot reasonably expect to reach a school before class begins must attempt to call the school upon accepting the assignment in order that appropriate interim coverage arrangements can be made at the school. If a regular teacher in a secondary school is doing replacement service for the class of a late arrival substitute, the

regular teacher may complete the period of replacement service if one-half of the period has already been completed. See also Section 7.1.

7.0 Time Reporting: Substitute teachers must serve a full teaching day to receive a full day's pay. Time should be reported to the nearest tenth of an hour (6 minutes) from the time instruction begins. Those who serve a full day shall be time-reported for the same number of hours as the employee for whom they are substituting.

7.1 Service for less than a full day will be compensated proportionately unless the late arrival is due to a late call from the substitute unit which does not permit the substitute to reach the school before class begins. If the substitute has complied with the provisions of Section 6.0, and the school confirms the time of the unit's call, the substitute will be given an opportunity to make up the late time (up to a maximum of one hour) at the end of the school day. Substitutes who are assigned for less than a full teaching day, but were not so informed at the time of the assignment offer (and it was not otherwise apparent) shall be entitled to a full day's pay, provided that they perform other duties as assigned for the balance of the workday. For example, if it is determined that a substitute was not informed of a half-day assignment, the substitute will be permitted to serve and be paid for a full day. The school must confirm the terms of the assignment offer with the substitute unit.

7.2 A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated (e.g., UTP duties) shall be time-reported for the full time of the additional assignment.

8.0 Release from Assignment: Any employee serving as a substitute may be released from a particular substitute assignment by the immediate administrator or designee at the end of any working day. The official daily service slip completed by the office manager or designee, and reflecting hours worked, shall indicate whether the substitute has been held over or released from the assignment. This procedure shall not be applicable to substitutes serving in extended substitute assignment status.

9.0 Duties: A substitute is expected to perform in a competent manner all of the regular instructional duties of the absent teacher and other duties reasonably assigned by the principal. Failure to satisfactorily perform these duties may result in an Inadequate Service Report. Instructional and other duties and responsibilities include, but are not limited to:

a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;

b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;

c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;

d. Account for pupil attendance as prescribed by the school;

e. Conduct class and enforce rules in accordance with school and Board of Education policies;

f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods;

g. Leave classroom in good order with a summary of the day's accomplishments;

h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.

10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), and security and emergency plans.

11.0 Evaluations and Inadequate Service Reports: See Article X, Sections 7.0, 8.0 and 8.1. When a substitute receives an Inadequate Service Report at a school, either the principal or the substitute may request that the substitute not be assigned to that particular school in the future.

11.1 An Inadequate Service Report shall not be considered for the purpose of disciplinary action after a period of four years from the date of issuance. However, the Report shall be retained by the District as required by law.

12.0 Other Calling Lists: Separate calling lists shall be maintained for Development Centers and Children's Centers.

13.0 Remote Telephone Call Forwarding Service: Additional telephone lines will be established for the North Service Area and South Area with remote call forwarding service to the Central Substitute Assignment Unit in order to minimize employee telephone charges.

14.0 Reorganization/Redesign of the Substitute Unit: The UTLA Article XXX Substitute Committee shall be permitted to give input to the District prior to any reorganization or redesign of the Substitute Assignment Unit.

ARTICLE XX

SUMMER/WINTER/INTERSESSION -
INTERVENTION/EXTENDED LEARNING PROGRAM SESSIONS

1.0 General: Applicants must initially apply to one site and, if not selected at that school, must be available for all schools in that geographic area. For voluntary and mandatory student summer session (intervention)/ multitrack school intersession (intervention) and/or Extended Learning Program purposes, elementary, secondary and Special Education schools are considered to be a part of the geographic area in which they are located. For Designated Instructional Services (DIS) Programs, the program office shall be considered the school for application and assignment.

a. Applicants may apply for only one subject field and/or program.

b. Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.

c. 50% Rule for priority: An applicant who was paid in a status other than substitute for 50% or more of the hours the mandatory or voluntary student summer school/multitrack school intersession and/or extended learning program was in session shall be considered to have taught for the purpose of determining priority rating.

d. Multitrack year-round school teachers shall not be permitted to serve in the single track school's regular K-12 summer school or extended learning session program, but may serve during intersession programs in a multitrack school. (See Section 10.0 of this Article.)

e. Employees whose basic assignment is limited to Adult Education shall be eligible solely for assignment in Adult Education summer session.

f. Each applicant shall be notified in writing as to assignment (or non-assignment) to a summer session.

2.0 Eligibility: Teaching Experience: Except for elementary teachers applying for all intervention/Extended Learning Programs, at time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher or as a summer session or multitrack school intersession teacher in the subject field for which they apply. "Subject fields" shall, for purposes of this Article, be as

reasonably designated by the District; e.g., Math and Advanced Math have been designated as separate subject fields, as have Physical Science and Biological Science.

a. Elementary school teachers applying for intervention and Extended Learning Programs, please see 13.0 below.

b. An employee who is on leave from the District for the semester prior to the summer session is not eligible for assignment.

c. An applicant who has received, within the most recent two school years immediately preceding the summer session assignment, an overall evaluation or less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act, shall not be assigned to a school without the consent of the principal or program coordinator.

3.0 Selection - Secondary Schools First Round: Voluntary Summer School: Not less than ten working days prior to the deadline date for summer session applications, the District shall establish and distribute a list of schools for each geographic area showing the specific courses and/or Special Education programs that are planned to be offered at each school (listed by subject field).

a. Employees shall be selected at each school on the basis of priority and seniority as follows:

(1) Priority:

(i) Priority One-Regular classroom teachers who have taught the course(s) within the past six semesters and who taught less than 50% of the time during the previous session or who did not teach summer school previous year.

(ii) Priority Two-Regular classroom teachers who have taught the course(s) within the past six semesters and who taught 50% hours or more during the previous session, and employees currently not serving as regular classroom teachers who have taught the course(s) within the past six semesters.

(iii) Priority Three - All other eligible applicant including non-classroom teachers.

(2) Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District seniority shall be broken under the provisions of Article XI, Section 6.2.

b. Priority 1 applicants shall be assigned before Priority 2 applicants.

c. Priority 3 applicants shall be assigned to a geographic area pool. The applications of those not selected at the school to which they applied shall be forwarded to the appropriate geographic area pool for possible future assignment in priority and seniority order, pursuant to 5.0 below.

4.0 Selection – Secondary Second and Third Round: Voluntary Summer School: If any school is not completely staffed after the above process is completed due to a lack of eligible applicants to that school, unassigned applicants from the geographic area pools shall be assigned to the remaining vacant positions based upon teaching experience, priority, and seniority as described above.

a. If vacancies remain after the second round, applicants from adjoining geographic areas shall be offered assignment, using the adjoining geographic area's priority/seniority lists. Refusal of an assignment in the third round shall not make the employee ineligible in the original geographic area should subsequent openings occur.

5.0 Selection - Elementary Schools, All Rounds: Summer School: Please see 13.0 below.

6.0 Displacements: Where and when a voluntary or mandatory summer school session site becomes over-teachered on or before norm date, teachers shall be displaced within a program or subject field based on District seniority within the priority categories, beginning with the lowest priority. Additionally, in elementary schools, the criteria referenced in 13.0 will be considered. Applications of teachers so displaced shall be forwarded to the appropriate geographic area pool for assignment to openings based upon priority and seniority in any of the summer school/intervention programs for which they are authorized to teach.

a. When a site is deleted, those who had been assigned to that site will be placed in the appropriate geographic area pool and given preference within their priority category for assignment to vacancies in other schools in that geographic area in any of the summer school/intervention programs for which they are authorized to teach.

7.0 Salary: Summer session and multitrack school intersession teachers who are paid on a pay period rate during the regular school year shall be paid at a rate equal to 1.09224 times their scheduled hourly rate as subject to the compensation restoration formulas set forth in appendix F and Article XIV, Section 1.0. unless otherwise stated in 13.0 below.

a. Employees assigned to full-time (6 or 8 hour) positions, such as extended school year program and development centers, shall be paid at their regular hourly rates.

b. Those who during the regular school year are paid on an hourly rate (e.g., Adult Education teachers) shall continue on that hourly rate if working in an Adult Education summer session.

c. For payroll computation purposes only, basic assignment hours (i.e., 4, 5 or 6 hours) are not to affect or reduce the actual hours of service and duties as required in Section 8.0 or 13.0 of this article.

d. Employees shall be paid only for the actual days/hours of the summer session or multitrack year-round school intersession assignment. Holidays that fall within the summer session shall be unassigned and unpaid days/hours unless the employee is paid for the holiday as part of the regular basic assignment, e.g., Martin Luther King, Jr. Day.

8.0 Hours and Duties: Summer session/intersession teachers shall report to work each day at least ten (10) minutes before their first class begins. They shall then serve for a full day of instruction, as appropriate, exclusive of nutrition/recess (for those assigned for a four-hour day). They shall remain on site for at least ten minutes after dismissal of their last class. Summer session/intersession teachers are also required to perform reasonable pupil supervision duties and other professional obligations, as assigned.

9.0 Selection - Special Education Schools and Special Day Classes: First Round: All of the above provisions of this Article shall apply to the Special Education Extended-School-Year classes or DIS (itinerant) programs to be augmented as follows:

a. Continuity factor- (1) An applicant (whether permanent or (probationary) whose regular students (excluding RSP students) are anticipated (based upon student applications) to comprise 50% or more of the extended class shall receive the assignment; (2) if no teacher can qualify under the 50% factor, then next preference shall be to the most senior applicant whose regular students (excluding RSP students) are anticipated to comprise 33% or more of the class. If more than one teacher applicant in a departmentalized program qualifies under the above continuity guidelines, selection shall be based upon recency and seniority as provided above.

b. If openings remain, they shall be filled pursuant to Sections 3.0, 4.0, and 13.0, above. When Extended-School-Year assignments are made the Resource Specialist Program and Learning Handicapped Special Day Class Program shall be considered the same subject field for purposes of recency.

c. Rather than using District pools, unassigned applicants from DIS (itinerant) programs shall be assigned from Special Education pools based on the program office location, utilizing teacher experience, priority, and seniority as described above.

10.0 Voluntary Intersession - Multitrack Secondary Schools: Priority for assignment of applicants to intersession programs in multitrack schools shall be given to teachers currently assigned to that school. If more applicants apply than there are positions at the school, employees shall be selected for the assignments on the basis of priority and seniority as in 3.0 above.

a. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District shall be broken under the provisions of Article XI, Section 6.2. The remaining applicants shall be eligible for assignment as described under Section 13.0, Priority Five below. The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours, Duties shall apply to intersession.

11.0 Special Grievance Provision: Any employee who wishes to seek back pay due to a claimed violation of the selection and assignment rules of this Article must file a formal grievance under Article V within five (5) days of the written notice of assignment or non-assignment, or within five (5) days of the first day of summer session, or multitrack intersession, whichever is earlier. Any other alleged violations of this Article may be processed using the normal time line of Article V.

12.0 Summer Session Adult Education: Summer Session assignment in the Division of Adult and Career Education shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply: All references to “employees” in this Article are applicable to “personnel” as that term is used throughout Article XXI and in particular Section 1.1 thereof.

a. Only personnel who have taught in the Division during the past school year are eligible to apply for summer school assignments. New personnel shall not be recruited to teach summer school as long as qualified applicants remain unassigned.

b. Section 2.0 a contains a reference to "permanent or probationary status" which does not apply to the Division.

c. References to area or regional organization are not applicable to the Division. Summer session assignments are a local site function. Qualified applicants from priority categories one, two, three, and four are to be processed at the local site; and the remaining unassigned applicants shall be referred to the Division Office for assignment to unfilled vacancies at other locations by priority, subject matter and longevity.

(1) Priority One - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did not teach the last summer session.

(2) Priority Two - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did teach the last summer session.

(3) Priority Three - All other eligible LAUSD applicants.

(4) Priority Four - All other eligible applicants.

d. Rather than "seniority" the Division utilizes a system of division longevity as defined in Article XXI, Section 4.7, b.

e. The provisions of Section 6.0 shall cease to be in effect when instruction commences; thereafter the class size minimums of Article XXI shall apply.

f. Compensation for Division summer session shall be the hourly rate as indicated in Section 7.0 c.

g. In place of Section 8.0, the maximum weekly summer session assignment in the Division shall be twenty hours per week. However, combination assignments and assignments limited to funding under other sources such as ROC/ROP, GISP or ABE will have a thirty hours per week maximum. Any exception to the above limitations may only be made with the approval of the Division Superintendent under compelling circumstances.

h. Substitute provisions for the Division (as provided in Article XXI) shall apply to summer session.

i. Sections 9.0 and 10.0 of this Article are not applicable to the Division.

13.0 Elementary School: Intervention/Extended Learning Programs: Intervention/Extended Learning Programs assignments in grades K-8 (but does not include the Middle School Summer School or Multitrack Middle School Intersession Program) shall generally be governed by the foregoing provisions of this Article, however, the following shall also apply:

a. Selection:

(1) Priority One - Permanent teacher at the local site in the affected grades/subject fields with appropriate authorization and extensive training in the grade/subject field as evidenced by:

(i) Special credential and/or certificate *or* Board Permit or
(ii) Successful completion of specialized training and
(iii) Necessary qualifications to teach English Language Learners, Special Ed., etc.

(2) Priority Two - Same as above with experience in any other grades/subject field

(3) Priority Three - Same as above with basic training in grades/subject field and in affected grades

(4) Priority Four - Same as above with basic training in other than the affected grades/subject field

(5) Priority Five - Permanent teacher in same priority order as above (#1-#4) but at other locations – A Local District-wide list of such employees who would be willing to work at another location will be established. All teachers with the appropriate qualifications within each of the above categories will be selected in seniority order.

(6) Priority Six - Retiree with appropriate credentials, authorization and training

(7) Priority Seven - Probationary teachers by seniority at the local site

(8) Priority Eight - Emergency Permit teachers by contract date at the local site

b. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority, on a rotational basis, shall determine the selection. An applicant who taught in the program during the previous session shall not be eligible for service until all teachers in the priority grouping who did not teach the previous session are assigned. Ties in District seniority shall be broken under the provisions of Article XI, Section 6.2.

c. Compensation: Teachers who participate in such Extended Learning Programs shall be compensated on X basis (10thly hourly rate). The summer school rate (Z basis at 10thly hourly rate + a differential factor of 1.09224) will be used only if the following conditions exist:

(1) Class size in the affected grades are at or higher than the District class norm for summer school/multitrack school intersession.

(2) Student instructional hours are a minimum of ** four hours per day and the length of time which will make them eligible for class credit. (** Established length of time for summer school/multitrack year-round school intersession is six weeks, however, the year-round school intersession may be broken up into two week or three week blocks of time for a total of six weeks.)

13.1 Mandatory Student Summer Session/Multitrack Intersession Elementary: For Weeks 1-6 teachers who participate shall be compensated at the summer school rate (i.e., Z - basis at 10thly hourly rate + differential factor of 1.09224) for four hours of instructional time per day.

a. For weeks 5 and 6 teachers who participate will receive an additional hour per day at X-basis for a total of 10 hours.

b. For year-round schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.

13.2 Mandatory Student Summer School/Multitrack School Intersession/Intervention Selection - Elementary: All conditions for selection described above shall apply in addition to the following: Single track calendar sites with less than the specified number *of* eligible students will be combined within local District and treated as a single, local site.

a. Staffing for local District center sites (sites housing students from several sites) will be determined by the local District center principal using the above selection process (i.e. local District centers will be treated as single site).

14.0 Secondary School: Intervention/Extended Learning programs

a. Selection: refer to section 3.0 above.

b. Compensation: Teachers who participate in such mandatory Intervention classes shall be compensated in the following manner:

(1) For Weeks 1-6 Teachers will be compensated at the summer school rate (i.e., Z-Basis at 10thly hourly rate + differential factor of 1.09224) for 4 hours of instructional time per day.

(2) For Weeks 5 & 6Teachers will receive an additional hour per day at X-basis for a total of 20 hours (i.e., auxiliary).

NOTE: For Year Round Schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.

15.0 For any training required of these programs, the teacher will be compensated at X-bases (10thly hourly rate).

ARTICLE XXI

ADULT AND CAREER EDUCATION

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in the Division of Adult and Career Education (hereinafter "the Division") is conducted by a combination of full-time and part-time employees trained in methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, lifelong learning, and vocational and occupational training. While it is recognized that Division personnel may be concurrently employed in other divisions of the district (including K-12), it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to Division of Adult and Career Education employees, this Article shall prevail.

1.1 Throughout this Article the term "employee(s)" or "unit member(s)" covers those persons who are, by virtue of being assigned for 10 or more hour per week, included within the bargaining unit and eligible to utilize the grievance procedures of Article V. The term "personnel" covers both employees (as defined above) and also non-unit members (those assigned for fewer than 10 hours per week). The complaint procedure referenced in Article V, Section 23.0 is available to non-unit members for alleged violations by the District of Board Rules and/or administrative rules.

1.2 The District shall furnish UTLA annually, upon request, with a print-out of Adult Education assignments, listed by name, employee number and work location.

2.0 Employment Contracts: Adult Education funded employees who are assigned more than eighteen hours per week in the same classification code are covered either by probationary or permanent contract status.

2.1 All personnel in categorically funded programs shall be employed under binding individual ("M" basis) employment contracts which shall not conflict with the provisions of this Agreement. Employees may utilize the grievance procedure with regard to alleged violations by the District of "M" basis contracts. "M" basis contracts shall specify the duration of employment, and shall terminate on or before June 30, of the year in which they are issued. If the duration of employment is to be extended beyond June 30, a second contract shall be issued to cover the balance of the employment period.

a. The contract term for employees assigned to ROC/ROP programs shall be for the equivalent of a one year "C" basis term.

b. The contract tem for employees assigned to Skills Center programs shall be for a term of one school year if funding is available.

c. The contract term for a person hired to complete the term(s) of employment of on other person shall be for the duration of the original term(s).

2.2 All “M” Basis contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.

3.0 Non-Contract Personnel-Release During Term of Assignment:

a. All part-time (18 hours or less per week) Adult Education funded personnel may be released during their tem of assignment only for the reasons stated in Section 2.2 above.

b. Those with an assignment of 10 to 18 hours per week may utilize the grievance procedure for claimed violations of Section 2.2. above; the sole remedy for non-unit members (those with an assignment of less than 10 hours per week) shall be an administrative review by the Division Superintendent or designee, upon written request submitted within 10 days of notification of their release. Also, if it is contended by a non-unit member that the release violated Board Rules and/or administrative rules, the grievance procedure for non-unit members (see Article V, Section 23.0) may be utilized.

4.0 Staffing Procedures for Part-time and Other Untenured Positions: For initial staffing purposes all part-time (18 hours or less per week) and other untenured full-time positions or courses are to be filled as set forth below.

4.1 For any given academic term, the site administrator shall first develop a plan covering the courses to be offered and determine which of the current personnel are to be utilized. (see Section 4.7 and 4.8 below) These assignments need not be posted.

4.2 All remaining new or vacant part-time positions or courses shall be posted at the applicable time-reporting site. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.

4.3 The site administrator shall first consider those qualified applicants currently assigned to the site whose assigned schedule would not conflict with the additional work and who if selected, would remain in current

status with the Division. "Qualified", as used in this subsection, means that the applicant has taught the same course or closely related (e.g. English 1, 2, 3, 4) course in the same subject (either in Adult Education funded programs or "M" Basis categorically funded programs) during the most recent six semesters, possesses the requisite credential, possesses appropriate training and/or experience needed for the position, and possesses the needed instructional skills or qualifications as stated on the job postings.

4.4 Remaining unfilled positions shall be posted at the Division Central Office and at the time reporting sites and major branches and a copy faxed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site administrator shall select from among the applicants.

4.5 The site administrator shall select from among the qualified applicants at the site to fill each position before looking to other sources, provided that the site administrator shall not be so restricted when selecting for grant programs, partnership programs, community based programs, government/industry sponsored and/or other special contracts which involve other special selection arrangements. This special program/contract exemption shall be applicable only to bona fide programs, and shall not be used as an artifice to avoid the general requirements of this section.

4.6 During the initial staffing period prior to commencement of instruction, the site administrator shall equitably distribute the enrolled students among the teachers who are assigned to the same course and level at the same time and location.

4.7 In the case of current personnel who are not to be renewed due to elimination or reduction of educational offerings, lack of work or lack of funds (an "over-teachered" condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:

a. The site administrator shall first identify the affected course(s), including closely related courses in the same subject (e.g. English 1,2,3, 4);

b. The longevity of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.

1. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. Time spent on approved unpaid

leaves of absence does not count as time served but does not constitute an interruption of the "consecutive" service requirement.

2. To qualify for a year of longevity service, the individual must have served at least 775 hours during that school year excluding summer school. Prior to July 1, 2001 156 hours were required to qualify for a year of longevity.

3. Service in any Adult Education Division program shall apply. However, until such time as the District has the computer capacity to track service on a District-wide basis, the District will look solely to the service at the current time reporting site, unless the individual requests consideration of prior service from another site. Such a request must be made prior to May 1, to be effective for the next school year.

c. The person with the least longevity shall be released unless the site administrator reasonably determines that the person has needed instructional skills or qualifications not possessed by an employee with greater longevity.

d. The above release procedures shall be in effect throughout the initial staffing period and shall cease to be in effect when instruction commences. (See Section 7.0 for later releases resulting from falling attendance).

e. The above release procedures are not applicable to the special contract arrangements referenced in Section 4.5 above.

4.8 Courses which are created or become available after the initial staffing procedures are completed shall also be posted and filled as set for the above, but may also be filled immediately on an interim basis pending compliance with the posting procedures.

4.9 Personnel do not have an implied right to employment beyond their assigned term. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be given prompt written notice to the effect by the site administrator, and have the following rights:

a. In the case of employees with an assignment of 10 hours or more per week the notice must have been preceded by compliance with the observation, records and assistance provisions of Article X, Section 5.0. In addition, either the administrator or the employee may invoke the final evaluation procedures of Article X, Sections 8.2 and 10.0.

b. The rights of personnel with an assignment of less than 10 hours per week are limited to final notice and, for alleged violations by the district of Board Rules and/or administrative rules, the grievance procedure for non-Unit members as referenced in Article V, Section 23.0.

5.0 Staffing Procedures for Tenured Positions: All new or vacant positions of more than 18 hours per week identified as tenured positions shall be posted by June 1 for the fall semester and January 5 for the spring semester and filled at the discretion of the site administrator.

a. Thirty hours per week (120 hours per pay period) is recognized as the full time equivalency (FTE) for all Adult Education funded classifications in which tenure is earned (currently ESL, Academic, Parenting, Programs for Older Adults, Adults with Disabilities and Teacher Counselors).

b. Tenure shall be earned at any number of hours greater than sixty percent of the FTE or more than eighteen hours per week (more than 72 hours per pay period). The Division acknowledges that once tenure is acquired, it shall have an on-going obligation to offer assignments at the number of hours held by the employee when tenured. After completing the probationary period, employees may increase the number of hours for which they are tenured, not to exceed thirty hours per week (120 hours per pay period). A reasonable effort shall be made to offer assignments to interested and qualified employees who are tenured at less than thirty hours with additional hours that become available over their tenured hours, up to the thirty hours of FTE.

c. The 2000-01 school year shall be counted toward tenure for eligible current probationary employees. In addition, employees who are tenured at 20 hours per week but who have been working for up to 30 hours per week in the same classification for the 1999-2000 and 2000-01 school years, shall be tenured at the hours worked effective July 1, 2001.

5.1 Tenured employees with the Division may apply for posted positions at not more than three time-reporting sites by completing a request for Transfer form. The forms shall be available at each time reporting site. Application shall be made to the appropriate site administrator.

a. In filing a posted position, the site administrator shall interview not more than three transfer applicants and not more than three candidates from the Division's eligibility list for that subject area. The eligibility list interviewees shall consist of the two highest ranking candidates on the list and the highest ranking candidate currently assigned to the site at which the opening occurs.

b. All interviews under this procedure shall be scheduled and held within one week of the deadline for application. The site

administrator shall fill the position from among the interviewees and notify all persons interviewed of the selection decision. An applicant who refuses an offered tenured position shall be subject to Article XIII, Section 1.3.

5.2 The District has committed to replace tenured Adult Education positions which become lost to attrition (resignation, retirement, death) provided that the following conditions are met:

a. The position is in a field which the District has determined to be a growth field for the foreseeable future; and

b. The district has determined that funding and work is available for an additional block of hours equivalent to a tenured position; it is understood that the hours may be split in time and/or location, and may include weekend assignments.

6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

a. Occupational classes which require a high degree of student involvement shall be limited in size by the number of functional work stations in the room or shop facility as reasonably determined by the District.

b. In General Education classes the number of students enrolled at any time may exceed the number of learning stations in a classroom or facility. However, actual attendance shall be limited by the number of learning stations and/or by fire code as provided above. Enrollees in excess of actual attendance may be placed on a waiting list by the instructor or be referred to the Branch coordinator or site administrator for placement in other classes.

c. Classes (other than lecture series) scheduled in large District facilities such as music rooms, cafeteria or auditoriums, shall have one teacher for each 50 students, or fraction thereof, who are in attendance for three consecutive class meetings.

d. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches 30 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor.

7.0 Class Size Minimums: The Division shall observe class size minimums of twenty in General Education, eighteen in Occupational courses and eighteen in Adults with Disabilities.

a. A notice that a class may be terminated shall be given by the instructor of the class to the students and to the site administrator when attendance reaches twenty or less in General Education, or eighteen or less in Occupational or Adults with Disabilities classes.

b. If class attendance drops below an average of twenty for three consecutive class meetings (eighteen in Occupational and Adults with Disabilities) the class may be closed.

c. If class attendance reaches fifteen students (fewer than twelve in Occupational classes and fewer than fourteen in Adults with Disabilities) the class shall be canceled. If a class is being canceled due to loss of enrollment, the teacher shall be so advised as soon as practical during a conference with the administrator and with written notice to the teacher no later than the last scheduled class meeting. The conference may be conducted by telephone if the teacher is not readily available to the administrator (e.g., satellite location, or teacher absent). A class which has reached the level for cancellation may be continued under compelling circumstances at the sole discretion of the Division Superintendent.

7.1 Occupational classes shall not be canceled when student job placement temporarily reduces class size below the stated minimums.

7.2 Learning Centers, Reading Labs and other academic learning labs shall not be canceled when student advancement temporarily reduces class size below the stated minimums.

8.0 The District agrees to continue the practice of paying an Earned Salary Allowance (E.S.A.) To employees in the Division. The threshold of eligibility shall be ten hours per week.

9.0 At each school, the administration and faculty shall annually determine a list of mutually acceptable substitutes. The list may include teachers at the school as well as other qualified teachers. Teachers at the location shall have the right to request a substitute from the list by name. When no name is offered or the substitute is unavailable, the administrator has the right to select another substitute from the list. When the school site administrator chooses to observe a prospective hire, that individual may be assigned as a substitute following an attempt to obtain the consent of the regular teacher. Successful performance by these substitutes may result in their being added to the list. When an absence is known or anticipated to be for a period of more than two weeks, the site administrator may extend the assignment of the current substitute or select from the employees whose names appear on the school substitute list.

10.0 Miscellaneous: Division personnel shall have reasonable access to telephone service at all sites for the performance of their student job placement duties.

10.1 The Memorandum of Understanding dated December 5, 2002 shall be deemed incorporated herein, and the parties shall meet and discuss implementation thereof.

10.2 The District shall provide pay for the annual before-school planning meeting-three hours at training rate as provided by Board Rule 1921.

11.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule. However, if the reason that the employee has not served on the Hourly Rate Schedule for more than 39 months is that the employee was serving in a non-classroom position within the Adult Program, then the employee shall be restored to his or her previous higher step. This last sentence becomes effective 30 days from the adoption of this Agreement, prospectively; an employee disadvantaged by the prior rule shall be re-rated at their previous higher step (plus step advancements earned after return to the Hourly Rate Schedule) effective 30 days from the adoption of this Agreement, but there shall be no retroactive pay relating to any prior time.

ARTICLE XXII

MULTITRACK SCHOOLS

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in multitrack assignments. The parties have also discussed and agreed to mutual goals of providing maintenance and custodial services, supply ordering procedures and alterations in the scheduling of standardized testing to accommodate the special characteristics of the multitrack program.

2.0 Work Year:

a. Teachers assigned to four-track multitrack schools are normally to be on "S" basis, and those in three-track schools are normally to be on "T" basis. See Article IX, Section 10.0. Regular classroom teacher assignments in excess of such limits, such as multitrack teachers assigned to a multiple "Rainbow" schedule, may be utilized only upon voluntary agreement of the affected teacher(s) and principal, and only when no eligible qualified teacher from outside the school is willing and available by June 20 to fill the opening. The site administrator shall consult with the teaching staff regarding the selection of teachers for such extended assignments, and shall make a reasonable effort to distribute such opportunities equitably among the staff over a period of years, consistent with educational program needs.

b. In assigning annual bases of assignment, teaching track schedules, flexible work schedules and substitute assignments, the District shall make a reasonable attempt, consistent with educational program needs, to (1) provide an opportunity for teachers to meet the minimum annual service requirement for STRS and tenure purposes, and (2) at the outset of the programs or upon a change in teaching tracks, to accommodate teachers' previous plans. When such accommodations are made, the District shall notify the teachers in writing of the possibility that minimum annual service for STRS and tenure purposes may not be met. Such matters shall be a subject of consultation between the site administrator and teaching staff as a part of the above-mentioned reasonable attempt.

c. Employees in multitrack schools who are placed on any pay basis other than “S” or “T” basis as described above or whose basis is changed shall be informed about their pay basis, rates and schedules and the impact of such change at the time the change is made.

d. Employees assigned to multitrack schools shall be paid thirteenthly.

3.0 Staffing and Transfers: See Article XI, and particularly Section 18.0 thereof.

4.0 Displacement Return Rights: A teacher displaced from a multitrack school subsequent to any given "norm date" and prior to the next "norm date" at that school shall have return rights as provided in Article XI, Section 13.0a (1) (a) and (b).

5.0 Notice Requirements Relating to Schedule Changes:

a. Notice that a change in schedule for a school (from regular to multitrack, or from one multitrack system to another) is under consideration shall be given to affected employees on or before March 1.

b. Notice that a change in schedule for a school has been determined or adopted shall be given to affected employees on or before June 1.

c. Individual teachers shall be given notice by June 1 of their tentative assignments (track, grade and subject) for the following year and promptly notified as to any subsequent changes in their assignment.

5.1 Assignment of Non-classroom Employees: In order to provide equitable services to students at year-round schools, the appropriate administrator (e.g., principal or itinerant program supervisor) and non-classroom employee (e.g., library media teacher, nurse, counselor, coordinator, psychologist, music teacher, etc.) shall, prior to the start of the school year, agree to a flexible work schedule that provides services to students on a year-round basis. Such schedule shall provide the appropriate number of paid workdays and paid non-workdays applicable for the employee's assignment basis, and shall provide an opportunity for the non-classroom employee to be off-track for a three week period if desired. In the event that the appropriate administrator and non-classroom employee are unable to agree upon a flexible work schedule, then the employee shall be placed on one of the established District Flexible Calendars, appropriate to the employee's assignment basis. Nothing shall prohibit the nonclassroom employee from being offered and working additional days on X or Z Basis.

5.2 Employee Accommodation: As soon as track assignments have been determined, the District will make every reasonable effort to accommodate the personal needs of bargaining unit members, such as schedules of other household members, including the employee's children's school schedules.

6.0 Regular Teachers Serving as Substitutes: Prior to the beginning of each off-track period, teachers who wish to serve as substitutes shall submit the appropriate Substitute Call Card to the site administrator.

a. At the beginning of each track, the site administrator shall post in a conspicuous place a list of all employees who requested to substitute during their off-track time.

b. The calling order priority for off-track teachers serving as substitutes is set forth in Article XIX, Section 5.3.

7.0 Exchange of Teaching Track Assignments: If two employees at a school determine that they wish to exchange track assignments for the following school year, they may make a proposal to that effect to the site administrator prior to May 15th. If the administrator determines that the school's educational needs can be accommodated by the exchange, the proposal shall be approved. The administrator shall respond as soon as practicable, but not later than June 1. The administrator may consider later requests, but final arrangements must be completed by June 30. If the proposal is not approved the administrator shall, upon request, advise the employees in writing as to the reasons for the decision. At the conclusion of the school year, the employees will be reassigned to their original tracks except that employees are not exempted from reassignments which would have been made if the exchange had not occurred. Nothing in the above shall preclude employees from applying for an exchange in subsequent years. Where disputes arise regarding this section, the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to Article V.

8.0 Exchange Days: The purpose of this section is to provide multitrack school employees with the opportunity to attend conferences, workshops or meetings and other activities which have been scheduled during periods of time when multitrack school employees are on duty. Exchanges will allow an on-track employee to be absent and time reported on paid non-working status ("K" time) to be replaced by a suitable off-track employee from the same site, and then later reciprocate in order to make up the lost service day.

a. Applications for exchange days should be filed with the site administrator as soon as practicable, and in no event later than five (5) working days prior to the exchange. The dates of the exchange must first be agreed to in writing by the employees involved, on a form to be made available by the District. Any subsequent changes must also be approved in writing in advance. An employee is limited to five (5) exchange days per school year. An employee shall be permitted to exceed the exchange days limit to a maximum of ten (10) days provided the additional five days are utilized for attendance at educational conferences, seminars or workshops which must be directly related to the employee's current assignment and to the curriculum/subjects commonly taught in the District. The conferences, seminars or workshops must also enhance the employee's knowledge of the subject(s) taught as well as increase the methodology skills associated with teaching those subjects.

b. Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the day(s) in question. Paid leave time may not be used to avoid service obligations.

c. Where disputes arise regarding this section the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to Article V.

9.0 Communication: Each multitrack school site administrator shall communicate significant District and school announcements to employees who are off-track so that they have the opportunity to participate fully in District and school activities. Examples include information regarding application dates for programs such as Mentor Teacher, CTIIP, transfers and leaves, and information regarding school events such as Open House, Back-to-School, holiday observances, and faculty election matters. Employees interested in promotional opportunities are expected to contact the Promotional Selection Office for information relating thereto. The site administrator and Chapter Chair shall jointly formulate a method by which such communications are transmitted. The Chapter Chair shall also receive a copy of all such communications. Where disputes arise regarding this section the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to Article V.

10.0 Coordinating Differentials: Paid coordinating differentials as provided in Article XIV, Section 24.0c (3) which provide services applicable to all tracks (e.g. department chairs, audio-visual or bilingual coordinators) shall be funded on the basis of 120% of the existing rate so as to extend the services year round. If the coordinator decides not to serve while off-track, the duties will be assigned to another employee and the differential paid accordingly (i.e., 20% attributable to the off-track period of time). Exempt from this requirement are coordinatorships which are seasonal in nature or "trackbased," such as the various coaching and activity assignments.

11.0 "Roving" Teacher Defined: The term "roving" teacher as used herein refers to those whose assignment requires that they change classrooms each time any of the tracks goes onto vacation. The term does not encompass those whose classroom assignments rotate on a less frequent basis; nor does it encompass "traveling teachers."

12.0 Relief from Non-instructional Duties: The extra effort and time associated with service as a "roving" teacher shall be taken into account when assigning non-instructional duties which normally would be shared and distributed among a school's staff. Also, a reasonable effort shall be made to avoid assignment of roving teachers to combination classes and to committees.

13.0 Moving and Storage: Equipment for "roving" teachers to transport and store their supplies and material shall be a high priority in the funding of the Multitrack School Program. Also, reasonable assistance shall be provided to "roving" teachers for moving heavy or cumbersome equipment and supplies.

14.0 Classroom Sharing:

a. At elementary schools, any room changes or rotating room assignments designed to share limited classroom space, including but not limited to "roving" systems, shall be distributed in a reasonable and equitable manner. If an elementary classroom sharing system is newly implemented effective 1986-87 or thereafter, which involves "roving" teachers, the method for achieving equity in "roving" assignments shall be first by volunteers, then by rotation on the basis of District seniority with the least senior teacher in the affected grades assigned first. Any exceptions shall be subject to the test of reasonableness.

b. Teachers during their first year of service shall be exempt from "roving" assignments except in unusual circumstances.

c. Teachers who share a classroom due to rotating room assignments shall share responsibility for maintaining a suitable room environment, with each teacher assuming proportionate responsibility. They shall also cooperate in the utilization of the classroom's storage space, facilities and equipment.

15.0 Pilot Program for Specialized Off-Track Services:

a. The District is embarking on a pilot program which will offer temporary employment to a limited number of off-track teachers who will perform regular contract (non-substitute) services in schools where their unique skills (such as Asian languages) are required, until a qualified teacher becomes available to fill the position on a regular basis. Teachers selected for this program are to be assigned on "Z" Basis and paid at their regular tenthly rate of pay.

b. The progress of this program will be subject to on-going review. If the District desires to expand the program beyond the currently anticipated level, notice shall be served on UTLA and the parties shall negotiate the impact of that decision.

16.0 Multitrack School Committee: A three-member subcommittee of UTLA's negotiating team shall meet periodically with the District administration responsible for the Multitrack School Program and Priority Housing Program to discuss matters of concern. Released time will be granted for any meetings which are held during the employees' assigned work hours.

17.0 Library Media Teacher Assignments: Library media teachers assigned to multitrack schools may name request substitutes to serve in their absence (pursuant to Article XIX, Section 5.3) for short term periods of 20 days or less. For service or more than 20 days, library media teachers may suggest a replacement to the principal. Replacement service for more than 20 days will only be provided by an employee with a library media teacher credential unless such a person is not available.

ARTICLE XXIII

EARLY EDUCATION CENTERS

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of certain special conditions involved in Early Education Center operations.

2.0 Informal Leaves: Employees who desire to apply for informal permissive (unpaid) leaves of absence should refer to Article XII, Section 5.0.

3.0 Mileage: Mileage reimbursement shall be paid for miles driven between locations when a Early Education Center teacher is assigned to two locations per day.

4.0 Transfers Involving 8-Hour Assignments: See Article XI, Section 10.0.

5.0 Additional Hours of Work:

a. All known and anticipated 4-hour openings not filled by an employee returning from leave, a displaced employee, or an employee already assigned to the site where the vacancy occurs, shall be posted at all Centers on or before the first day of each month. Four-hour employees who seek additional hours and who have on file a Statement of Availability requesting additional hours, may apply for any posted position by submitting an appropriate application to the Early Education Center Assignment Office within five work days of the posting. The most senior qualified applicant may be appointed to fill the position or selection may be made after interviewing the three most senior qualified applicants.

b. Postings of positions shall include: The name and address of the work site, the proposed hours of the assignment (either morning or afternoon), any special skills and/or qualifications required, and a statement as to whether the position will be filled by the most senior qualified applicant or by the interview process.

5.1 In the event no current 4-hour employee applies for a posted opening, the District may, in its discretion, fill the position with a new employee or declare that a compelling circumstance exists and fill the position with a 4-hour employee assigned within the geographic region of the opening whose annual Statement of Availability Form shows a desire to work additional hours. Two refusals of an assignment under compelling circumstances (as provided above) may result in removal of an employee's name from the Availability List for the remainder of the school year.

5.2 Refusal of a substitute teaching assignment by a 4-hour employee, who has on file a Statement of Availability requesting additional hours, shall not prejudice the employee's eligibility for additional 4-hour openings.

6.0 Seniority List: The District shall maintain a seniority list for Early Education Centers and shall forward a copy to UTLA by July 1 and January 1 of each year.

7.0 Vacation Scheduling: See Article XVII Holidays and Vacation.

8.0 Late Hours: When teachers are required to remain on site beyond their assigned time due to parents' failure to pick up their children at the close of school, the extra time involved is to be recorded and when accumulated to a total of four hours shall be compensated either by straight-time salary or by released time to be scheduled at times agreed to by the District and the teacher. At the request of the teacher, this released time shall be scheduled in conjunction with vacation time. If the District and the employee have not agreed on the scheduling of the accrued released time prior to the close of the school year (June 30), the District may either schedule the time or compensate the employee at the regular rate of pay. General hours provisions are set forth in Article IX, Sections 3.2 and 7.1.

9.0 Excused Time: Pursuant to past practice, after noon on Christmas Eve and New Year's Eve, Early Education Center will operate on a reduced "minimum crew" basis, with most employees released on a paid "excused time" basis. Those who must remain at work shall subsequently receive compensatory time off equal to the time worked after noon on said days. For this purpose, such compensatory time off shall be taken within two pay periods.

10.0 Additional Compensation: An Early Education Center teacher shall receive additional compensation in the following circumstances:

a. Another regularly assigned teacher is absent; and no substitute is assigned for the absent Early Education Center teacher; and as a result the teacher is assigned children from the absent teacher's class; and the teacher's class size exceeds the state-prescribed adult-to-child ratio; or

b. When a minimum or shortened day at the local elementary school causes the Early Education Center teacher's class to exceed the state-prescribed adult-to-child ratio.

c. Additional compensation shall not be provided under a or b above when the prescribed ratio is exceeded during transition from one activity to another for periods of up to 20 minutes.

d. When compensation is payable pursuant to a or b above, the teacher shall receive one hour's pay for each 24 pupil hours of additional service rendered to students not normally assigned to that teacher. The rate to be paid for such service shall be the teacher's regular hourly rate but not to exceed the maximum rate which would otherwise have been paid to a day-to-day substitute.

e. The additional students and time shall be recorded to the nearest (.1) of an hour upon conclusion of each affected work shift and such time accumulated during any given pay period shall be reported to the Payroll Services Branch for payment during the next pay period. Additional compensation representing less than .1 of a full hour of compensation will not be reported to the Payroll Services Branch.

11.0 Chapter Chair Meetings: If necessary in order to accommodate the UTLA Chapter Chair's attendance at the regularly scheduled monthly meeting of UTLA chapter chairs, the District shall permit the UTLA chapter chair to trade shifts with another willing Early Education Center teacher for that day.

12.0 Substitutes: Various substitute assignment procedures and priorities are made applicable to Early Education Centers as indicated in Article XIX. Absent Early Education Center employees must report their absence and/or substitute request directly to their site administrator or designee rather than to the Early Education Center Substitute Assignment Desk.

13.0 Early Education Center head teachers shall be permanent teachers if practicable.

ARTICLE XXIV

STUDENT DISCIPLINE,
LEGAL SUPPORT AND PROPERTY LOSS

1.0 Codes of Student Conduct: It is the intention of the parties that teachers and administrators work in a mutually supportive manner to maintain proper student discipline. There are three levels or sources of student disciplinary rules:

a. In order to improve consistency and accountability in student discipline, the District shall develop and issue (and may revise from time to time) a District-wide Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process;

b. Local School Leadership Councils shall, pursuant to Article XXVII, Section 2.4, issue local rules of student conduct, supplemental to and consistent with the District-wide Code of Student Conduct; and

c. A teacher shall also have the right to issue and enforce reasonable rules of classroom conduct applicable to students in the teacher's classes, supplemental to and consistent with the District-wide and local school rules.

1.1 Schools shall annually, at or soon after the start of the school year, post and distribute the District and local school rules of student conduct to students, parents, teachers and staff. Any later changes to such rules shall also be posted and distributed.

1.2 Before a student is transferred by the school from a teacher's class for disciplinary reasons or due to a parental request, the site administrator or designee shall give to the teacher an explanation for the transfer. The teacher may attach a written reply for the record.

2.0 Student Suspensions: In addition to the normal disciplinary measures such as counseling, parent conferences, and office referrals, the teacher may suspend a student from the teacher's class for that day and the following day for any of the causes set forth below. However, this is not to suggest that teacher-imposed suspensions from class are to be the sole, or even typical, remedy for such offenses. Many of these offenses are likely to result in imposition of more extended administratively-imposed suspensions, criminal proceedings and/or expulsions. Therefore, in criminal or other severe situations where the student should not be released from direct supervision, teachers shall contact the site administrator for assistance before taking action. Subject to the foregoing, the offenses which may warrant a teacher-imposed suspension are as follows:

a. Disruptive behavior or willful defiance of valid authority;

b. Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);

c. Causing, attempting or threatening violence or physical injury;

d. Theft or damage to school property or personal property;

e. Extortion or robbery;

f. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;

g. Possessing, using, offering for sale or furnishing any drug paraphernalia;

h. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;

i. Possessing, using, offering for sale, or furnishing any firearm, or imitation firearm, explosive, knife or other dangerous object;

j. Falsely reporting a fire or bomb.

k. Possessing, or using tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

l. Knowingly receiving stolen school property or private property.

m. Committing or attempting to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code; or

n. Harassing, threatening, or intimidating a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

2.1 Teachers who choose to impose suspensions from their class shall immediately report same to the site administrator and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.

2.2 Prior to or upon the student's return to the classroom, a copy of the District's documents applicable to the act for which the student was suspended, including corrective action taken, shall be provided to that student's teacher(s).

3.0 Legal Assistance and Support: If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, the District shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. The Board of Education may, in its discretion under Government Code Section 825, indemnify the employee against punitive or exemplary damages.

3.1 If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request the District to pursue legal action against the student and/or the student's parents or guardians pursuant to Education Code Sections 48904 and 48905. After evaluating the circumstances, the District may bring such a legal action to recover damages.

4.0 Notification to Teacher Regarding Past Misconduct by Student: Pursuant to Education Code Section 49079, when a teacher is regularly assigned a student who during the previous three years engaged in the misconduct described below (or who the District reasonably believes has so acted), the District shall make a good faith effort to inform the teacher of that misconduct. The student misconduct which gives rise to the above notification includes any misconduct which would constitute grounds for suspension from school or expulsion. Such notification and information shall be based upon the records the District maintains in its ordinary course of business or has received from a law enforcement agency. Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher, and shall not be further disseminated by the teacher.

5.0 Loss, Destruction, Damage, Theft and Vandalism: Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be $1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall the District reimbursement exceed $1000, except that the Board of Education may, upon application (see f. below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

a. The District shall pay the cost of replacing or repairing:

(1) An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or

(2) The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used in the schools or offices, when approval for such use was given by the site administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or

(3) The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other District premises or the site of authorized District activities; or

(4) The damage to an employee's automobile caused by students being transported by the employee on authorized school business.

b. Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.

c. No payment shall be made for any loss having a depreciated value of less than $10, or for ordinary wear and tear.

d. Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.

e. A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with the Insurance Section within 60 calendar days of the loss.

f. In the event the employee receives payment from the District pursuant to this section, the District shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.

g. If the Insurance Section denies a claim, an employee seeking review must choose between filing a grievance pursuant to Article V, or processing an appeal to the Board of Education.

5.1 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle: The District shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is required or properly authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.

5.2 In instances where student transportation is not available through routine sources such as parents, District transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles. When practical, two adults (one of each sex) shall accompany a student being transported.

5.3 Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized to accept custody of the student, or a person otherwise authorized by the parent/guardian.

5.4 The responsibility of the District with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in Section 4.0 above.

5.5 Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement as provided in this Agreement (See Article XXIX, Section 8.0).

5.6 Student Expulsion: If the principal reasonably determines that an intentional and deliberate assault and/or battery has occurred causing serious physical injury to the employee, or if the assault and/or battery involved a weapon, or is a sexual assault and/or battery, the principal shall recommend the expulsion of the student and the incident is to be reported to the appropriate law enforcement agency. Pursuant to applicable District policy and State and Federal law and actions of the appropriate law enforcement agency, the principal shall:

a. Recommend the expulsion of the student.

b. Suspend the student and provide for an alternate placement of the student pending expulsion.

Any decision as part of an arbitration in this matter may only result in a determination if the above terms have not been followed and may not affect any student discipline action.

Nothing in this section shall limit, circumvent, or restrict the student's right to participate in the expulsion process as defined by Ed. Code 48918.

ARTICLE XXV

ACADEMIC FREEDOM AND RESPONSIBILITY

1.0 Lesson Content: In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion:

a. is appropriate to the age and maturity level of the students;

b. is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; and

c. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.

1.1 Guest Speakers: Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than 48 hours prior to the proposed appearance. The administrator shall as soon as possible, and no later than 24 hours prior to the proposed appearance, approve or disapprove the guest speaker, after considering the following factors:

a. competency of the proposed speaker to address the proposed subject, including the speaker's experience, training and expertise;

b. the educational value of the proposed program or address; and

c. whether the proposed presentation, in the context of the teacher's overall instructional program, is consistent with the standards of Academic Freedom and Responsibility contained in Section 1.0 above. If the proposed guest speaker meets all of the criteria of 1.0 and 1.1 except 1.0 c., the proposed presentation may nonetheless be approved if the overall presentation in question adequately presents the opposing points of view (e.g., by providing a balancing advocate speaker, film, etc.).

1.2 Appeal Procedure: If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to the site administrator by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and the site administrator. If the lesson content or speaker is

disapproved or restricted by the site administrator or other District administrator, the reason(s) therefore shall, upon verbal request, promptly be provided to the teacher in writing.

The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the Local District Superintendent or Designee.

1.3 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article X, Evaluation and Discipline.

2.0 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

a. If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a teacher on special assignment for that purpose).

b. If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but the District shall be deemed a licensee (without fee) for purposes of internal District use only (e.g., classroom teacher, in furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to the District).

c. If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).

d. Before an employee or the District utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b and c above.

3.0 Determination of Grades: The grade to be given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by the District except in situations of clerical or mechanical mistake, fraud, bad faith, incompetency, or failure to comply with the then-current District grading policies, procedures and criteria adopted in accordance with Education Code Sections 49066 and 49067.* A grade shall not be changed for any of the above reasons unless the responsible teacher has, to the extent practical, (a) been given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) been included in discussions relating to the change of grade. Claimed violations of this section are subject to the grievance procedures of Article V.

*The principal references for grading procedures and criteria are:

a. Elementary School Progress Report Marking Practices and Procedures, Instructional Services BUL-2332.4 (July 31, 2008)
g. Marking Practices and Procedures in Secondary Schools, Instructional Services BUL-1353.1 (December 23, 2005)
c. Roll Book for Junior and Senior High Schools, Form 34-H-l

ARTICLE XXVI

MENTOR TEACHER PROGRAM

Note: Some of the provisions for this Article are superceded by the Site Selected Mentor Teacher Program agreement.

1.0 General: The Mentor Teacher Program is intended to provide incentives for highly talented classroom teachers to retain their classroom assignment while providing instructional leadership, assistance and guidance to new/inexperienced teachers. Throughout this Article the term "new/inexperienced teachers" will be used in reference to the probationary, intern and non-permanent teachers who are recipients of Mentor Teacher services. It is recognized that this Program is not to be regarded as a definitive identification of the District's most outstanding teachers; the limited State funds allocated to the District for the Mentor Program preclude recognition of many outstanding teachers serving in the District.

1.1 It is understood that the Program is funded primarily by special State support and that the District must comply with the State requirements governing the Program. This Article is therefore intended to be interpreted and enforced in compliance with State requirements. The District reserves the right to terminate or modify the Program at any time in response to State-imposed changes, but shall promptly negotiate with UTLA the effects of such decisions.

2.0 Budget: If the State reduces its support funding below the present minimum amount of $2,000 per Mentor, or if the District wishes to provide supplemental funding, the parties shall reopen this section for renegotiation (without it counting as one of the limited annual reopeners).

3.0 Mentor Selection Committees: In each of the District's geographic regions, there will be an elementary selection committee. There will be single District-wide committees for the Middle Schools Unit, Senior High Schools Division, and Special Education Division. Each of the Committees is to be comprised of six teachers and five administrators. Classroom teachers serving on committees must have not less than ten years of teaching experience, and shall be elected in separate elections by the teachers from their region, grade level or division. All committee members shall serve three year terms. If unable to serve the entire term, they shall be replaced with the applicant who received the next highest vote in the election for that seat. Selection Committee candidates are not eligible to serve as a Mentor during their candidacy and committee service.

3.1 Selection Committees are responsible for assessing Mentor Teacher applicants and making nominations of Mentors and alternates to the Board of Education. The Board shall appoint from among the nominees submitted by the Committees.

3.2 Selection Committee Members shall follow the uniform procedures (Selection Committee Guidelines). Said guidelines have been developed through a cooperative effort between District and UTLA representatives.

4.0 Mentor Applicants: Any classroom teacher who meets the following qualifications is eligible to apply for the position of Mentor Teacher:

a. Holds a valid California teaching credential;

b. Has achieved permanent status;

c. Has provided direct instruction to students during three of the past five years as a register/rollbook carrying teacher or has provided direct instruction to students for a minimum of 3 hours/periods per day during three of the past five years;

d. Has demonstrated evidence of effectiveness in classroom management, discipline, directed instruction and communication with peers;

e. Has received satisfactory performance ratings for the last three evaluations;

f. Has not received any Notice of Unsatisfactory Service or Act in the prior five years of service;

g. Is willing to transfer without qualification to other geographic regions with the greatest numbers of non-permanent teachers; and

h. Possesses additional qualifications pertaining to training and experience, professional qualities, professional growth, and human relations skills.

4.1 Application screening procedures for the Mentor Teacher Program shall be consistent with applicable guidelines.

4.2 A person completing the non-confidential reference form for a Mentor applicant shall concurrently provide a copy to the applicant. Applicants shall also have the right at any time to view any non-confidential documents in their Mentor Application files.

5.0 Term of Mentor Service:

a. Mentors shall be appointed for a term of three consecutive years. They may apply for re-appointment, using the appropriate application process.

b. Appointment or re-appointment decisions lie within the sole discretion of the Selection Committees and Board of Education and are not grievable.

c. If an employee is removed from Mentor status for "cause" during the course of a three-year term, the removal shall be grievable. Such removal can be ordered only by a District level or Cluster Leader level administrator rather than the site administrator. Removal from Mentor status for "cause" will be governed by the same standards as removal from the Urban Classroom Teacher Program, i.e., a teacher who meets or exceeds the regular performance standards for teachers could nonetheless be removed from mentor status because Mentor functions were not "successfully" performed.

6.0 Assignments of Mentors: Mentor Teachers must serve wherever needed by the District. Some are to be assigned in each of the District's regions, but 75% shall be assigned to the regions with the greatest concentrations of new/inexperienced teachers.

6.1 Newly appointed Mentors shall be subject to the following assignment procedures:

a. At the end of the spring semester the District will project its Mentor staffing needs, place Mentors at their current schools if it is determined that additional mentor positions are to be filled at those schools, and develop a tentative list of anticipated priority openings to be filled by Mentor transfers.

b. This list will be distributed to all Mentors to enable them to interview and seek assignments which are satisfactory to the teacher, the receiving school and the Cluster office. All transfers are to be made by the District's Cluster offices pursuant to Article XI, Section 2.0. Rather than cause a displacement, Mentors will be assigned to openings. However, when there is no opening in a school with an unusually large number of new/inexperienced teachers, displacement may occur in accordance with Article XI, Section 6.0.

c. Mentors who are transferred after reporting for duty to their previous assignment shall be permitted to use up to one day of released time to accommodate the relocation.

d. Mentors are exempt from displacement during their Mentor service and, except in compelling circumstances, shall be subject to only one transfer during any one Mentor term at the initiation of the District to meet Mentor Program needs.

e. Transferred Mentors shall have return rights to their original geographic region, including those whose Mentor status is lost due to curtailment or elimination of the Mentor Program.

7.0 Duties and Responsibilities: In general, the Mentor is to provide advice, help secure materials, ease the new/inexperienced teachers' transition into the District, share information about all aspects of staff development, and provide orientation to new/inexperienced teachers.

7.1 Mentor Teacher duties and schedules shall be determined on an individual basis in conjunction with their principal and the Cluster Leader or designee. Mentor Teacher duties may include, but not be limited to, the following examples of services to new/inexperienced teachers:

a. Provide orientation, conduct classroom visitations and observations, and ongoing assistance;

b. Demonstrate successful teaching and classroom management techniques. However, any teaching demonstrations in the classroom of the new/inexperienced teacher shall be by mutual agreement of the teachers and shall not be ordered by the administrator;

c. Plan and lead staff development sessions and salary point project classes subject to Section 7.2;

d. Develop class organization plans;

e. Provide opportunities to exchange ideas with, and observe, other successful teachers;

f. Assist in establishing, explaining, and achieving instructional goals and objectives;

g. Assist in solving problems in curriculum, classroom management, or discipline;

h. Share materials, curriculum developments, and teaching methods;

i. Coordinate assistance with Department or Grade Level Chairpersons.

7.2 The above duties and responsibilities are to be directed primarily toward the new/inexperienced teachers. For example, Mentors should not be expected to conduct workshops designed for veteran teachers. However, nothing in the above is intended to preclude experienced teachers from voluntarily receiving incidental Mentor services or from attending any Mentor activities with the consent of the Mentor.

7.3 The District shall provide an opportunity for the Mentor Teacher Article XXX Subcommittee to participate in the development of a duties statement for Mentor Teachers who do not have mentees to serve.

7.4 Mentors are not to participate in the evaluation of teachers. In order to encourage a supportive professional relationship between teachers and Mentors, conversations between the teacher and the Mentor regarding the teacher's performance are to be treated as confidential and privileged. Subject to the foregoing, the fact that various Mentor services are provided shall stand as evidence that the District has provided part of its required program of assistance under Section 5.0 of Article X, but shall not satisfy all of the District's obligations under said section.

7.5 A reasonable effort shall be made to schedule, for the Mentor and the Mentor's assigned mentees, a common conference period in secondary schools and a common recess and lunch period in elementary schools, provided that such a schedule does not adversely affect the school's instructional program or negatively impact other employees.

8.0 Pay:

8.1 Mentor Teachers shall receive an annual stipend of $4,398 ($2,199 per semester) in addition to their regular salary. These stipends shall not be counted as salary or wages for State Teachers' Retirement System (STRS) purposes.

8.2 Mentors may not receive a coordinating, coaching or activity differential, but may participate in the Urban Classroom Teacher Program (UCTP) and the Bilingual Classroom Teacher Program (BCTP). Mentors also shall normally not be permitted to receive an auxiliary teaching period assignment, except when program needs indicate a special need for such services and approval has been obtained from the Cluster Administrator.

8.3 Released time and pay for Selection Committee activities shall be continued consistent with the practice in effect during the 1985-86 school year.

9.0 Miscellaneous:

9.1 The District shall make a reasonable effort to minimize and standardize paperwork and reporting obligations related to the Mentor Program. The Mentor Teacher Program Unit shall meet with the Mentor Teacher Article XXX Subcommittee to review and/or develop forms and record keeping obligations related to the Mentor Teacher Program and to review and/or develop training programs for the Mentor Teacher Program.

9.2 In order to maintain continuity of instruction when Mentors or Selection Committee members are on released time, the District will make a special effort to honor substitute name requests.

9.3 A Mentor Teacher Advisory committee shall exist, comprised of two members from each region (one elementary and one secondary), Senior High Division, and Special Education Division. Members of this committee shall be elected by their Mentor peers in their Region/Unit/Division. The three-member UTLA Subcommittee (see Article XXX) may also participate in all such meetings.

9.4 The Mentor Teacher Article XXX Subcommittee shall continue to meet to discuss and evaluate the implementation of the 1995-97 site-Selected Mentor Teacher Pilot Program and by April 15, 1997 shall make recommendations regarding such program for the 1997-98 school year.

ARTICLE XXVII

SHARED DECISION MAKING AND SCHOOL-BASED MANAGEMENT

1.0 General: This Article addresses two critical issues in local school governance: 1) "shared decision making"--which refers to how certain local policy decisions are made at the school site, taking into consideration the respective interests, roles and responsibilities of the site administrator, the faculty, the parents/community, students, and other employees, and 2) "school-based management"--which refers to the nature and scope of policy decisions to be made at the local school level as compared to the central District level, in an effort to reform or restructure the operations of the local school.

2.0 Shared Decision Making--Local School Leadership Councils

2.1 Composition: Local school leadership councils shall be established to perform the functions described in Section 2.0. The number of members of each local council shall be determined in accordance with the table set forth below. 50% of the Council shall be comprised of the UTLA Chapter Chair and certificated employees elected by the certificated bargaining unit employees at the site; the other 50% shall be comprised of the principal, elected parent/community representatives, an elected non-certificated employee representative and, at the secondary level, a student representative. On the councils the number of parent/community representatives shall be as follows:

Council Size	Number of Positions
16	5
14	5
12	4
8	2
6	1

Such representatives should be elected specifically to serve on the Council. Within these parent/community positions there is a special guarantee for parents, pursuant to Section 2.9e below. Only parents and community members and non-certificated District employees (including TA's) shall be eligible for election to the positions allocated to parents and community. Certificated District employees are not eligible for election to such positions. In secondary schools, the student leadership class shall either select the student representative to the Council, or may establish the process by which the student representative is determined. All elections of Council members shall be jointly supervised by the principal and UTLA Chapter Chair, and the applicable procedures are set forth in Sections 2.8 and 2.9 below. In the event of any change in the size of a council the basic 50-50 ratio shall be maintained. The number of members of local school leadership councils (including the principal and UTLA Chapter Chair who shall serve as co-chairs of the Council) shall be as follows:

a.	Regular Elementary schools (K-6)	
	-over 1000 students	14
	-1000 students to 500	12
	-Less than 500 students	8
b.	Regular Junior high/middle schools	16
c.	Regular Senior high schools	16

d. Small Schools--are defined as follows, and shall have the size of school leadership council indicated, unless the principal and Chapter Chair jointly determine that a larger or smaller council is appropriate:

Size of School	Size of Council
6 or fewer teachers	6 (3 teacher reps)
7-15 teachers	8 (4 teacher reps)
16-25 teachers	12 (6 teacher reps)

When the Council is limited to 6 positions, the principal, UTLA Chapter Chair and parent/community representative shall determine whether the sixth seat is to go to a student representative or to a representative of the classified employees.

e. Children Centers--When there are more than 3 teachers at a center, the rules for small schools shall apply. See d above. In determining the size of the center's Council, all teachers working at the center will be counted regardless of the number of hours worked. When there are 3 or less teachers at a center the size of the council will be determined by the site administrator and the Chapter Chair (council co-chairs), subject to the 50-50 ratio; in the event the co-chairs cannot reach agreement on the size or composition of the Council, the dispute shall be submitted to the co-chairs of the Central Council for resolution.

f. Special Education Schools--are to have their own site councils following regular K-12 pattern, but combined secondary-elementary programs are to use the secondary system.

g. Magnet Schools and Centers--are to follow the above regular K-12 pattern if they do not share the site with another school. When located on the same site as another school, magnet programs are to have available the three options listed below; the option to be chosen is to be determined each year by the principal in charge of the magnet and the magnet's UTLA Chapter Chair, after consultation with the faculty and parents of the affected magnet program.

Option 1: The magnet school will have a separate and independent Local School Leadership Council. In such cases the rules of size and composition shall be as provided in paragraphs a. through d. above. There shall be coordination of common issues and concerns between this Council and the Council serving the other school(s) on the site, and joint meetings conducted with respect to subjects which require a common approach. This Option 1 shall apply unless the principal and Chapter Chair agree that Option 2 or 3 is preferable.

Option 2: Elect a magnet Council pursuant to Option 1 and have it function as a separate council for issues which are unique to the magnet program, such as the local magnet budget. However, that Council would select one elected teacher representative and one elected parent/community representative to become additional permanent members of the host school's Leadership Council, with the intention that issues common to the magnet program and the host school would be determined by the augmented Leadership Council. If a school has more than one magnet and decides to exercise this option, the total size of the school council would be increased by two additional members representing each separate magnet. The magnet representatives to the host school's Leadership Council would also be supported by an alternate delegate from the magnet's Leadership Council.

Option 3: A third option is to have a single-wide council representing both the regular school program and any magnet centers that opt to be a part of the school-wide council. In this case, the size and make-up of the council would be pursuant to paragraphs a through d above, and there would be no separate magnet council and no augmentation of the size of the regular council. Magnet teachers, parents/community, students and classified personnel would be eligible to participate along with the constituents of the host school. If a school decides to select the third option but did not elect their Council on a school-wide basis, a new election would be conducted.

If a situation involves a common site and also happens to involve the same Chapter Chair serving both programs, the Chapter Chair may serve on both or may designate an alternate to serve on one.

h. [Itinerant employees--initially may vote proportionately at assigned schools (see Section 2.2 below); future status will be determined in ongoing discussions between District and UTLA.]

i. Adult Education-- (Includes Occupational Centers, Skill Centers, and Business/Industry Center)--a Leadership Council shall be formed for each administrative unit which shall encompass all locations, branches and offices which report to that school's or center's principal. Council size shall depend upon the school's size as follows:

-fewer than 500 students	8
-from 500-1000	12
-from 1001-1500	14
-more than 1500	16

For purposes of community voting the election area shall be the high school attendance zone within which the Adult Education school is situated. Occupational Centers, Skill Centers, and Business/Industry Center shall, for purposes of community voter eligibility, be deemed District-wide. In the Adult Education programs, adult students shall be eligible to vote for the community council seats, and a student candidate shall be guaranteed at least one of the community seats on each Council (see Section 2.9e for the mechanics of this guarantee). Because most Adult Education students are adults and parents, the special guarantee for parents (as compared to community--see 2.9 e) is not applicable. However, parents of students concurrently enrolled in the regular K-12 and adult programs, shall also be eligible to vote and serve as community representatives on the Adult Education Council. For purposes of voting by teachers, each teacher employed within the adult school/center shall have one vote, without regard to number of hours assigned. Similarly, students and parents/community shall have one vote each, without regard to number of instructional hours. Adult Education elections of faculty representatives shall be conducted at the annual organizational meeting which is conducted before the Fall term.

2.2 Itinerant Personnel in Health and Human Services and Special Education Local District Advisory Committee The District agrees that the Local District Superintendent or designee establish a meeting schedule with representatives of itinerant personnel selected by UTLA in Health and Human Services and Special Education in each local district in order to participate in and make recommendations regarding local district issues and concerns. Meetings should be held a minimum of once every two months.

2.3 Alternates: There shall be two "alternate" Council members elected designated for the categories of teacher, parent/community representative, student, and classified. Administrators and Chapter Chairs shall designate one alternate. In year-round schools, additional alternates may be selected so that there can be a full complement of representatives for each category for any one time. Alternates shall be permitted to attend and participate in any council deliberations, and may vote if their regular representative(s) are absent.

2.4 Functions And Responsibilities: The local school leadership councils shall consider all points of view and shall solicit the advice and counsel of parent organizations, other employee groups and all other interested parties. The local councils shall have the following functions and responsibilities:

a. Participation in shared decision making training. It is recommended that they participate in training prior to beginning their decision-making.

b. Determination of the following matters:

(1) Staff development program

(2) Student discipline guidelines and code of student conduct

(3) Schedule of school activities and events, and special schedules (e.g., final exam schedules and schedules designed to accommodate additional preparation time for elementary teachers). For purposes of this paragraph, "schedule" shall include, but not be limited to, a determination by the Council of what activities shall take place. The Council shall not have authority over the scheduling of school activities and events mandated by the Board of Education.

(4) Guidelines for use of school equipment, including the copy machine

(5) The following local budgetary matters:

(a) Instructional Material, account 4170
(b) Lottery Funds, account 5381
(c) School-Determined Needs, account 3986
(d) State Textbook and Related Material, accounts 4111, 4152 and 4267
(e) Year-Round School Incentive Discretionary Funds
(f) Student Integration Program Discretionary Funds
(g) Instructional Material - - Special Education Schools Account 2544 (for Special Education School Councils only)

In making determinations in the matters listed above, the local school leadership council operates within the same set of powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion in the above areas may be imposed only by action of the Board of Education. In addition, all determinations shall be consistent with applicable laws, regulations, and collective bargaining agreements. Councils in Alternative Schools shall have the scope of their decision-making determined by the Board policy applicable to their special programs rather than being limited to the above five subject matters.

The focus of local council activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans. The local council shall not be obliged to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily.

c. These local school leadership councils are expected (but not required--see above) to supplant the previous local school planning committees dealing with lottery funds, student discipline, staff development or any other matters listed in b. above; however, the new council shall not supplant other existing councils and committees which operate in subject matters beyond those listed in b. above (e.g. School Advisory Councils) or which have an independent statutory basis (e.g., Chapter I Councils, Bilingual Advisory Councils, or S.I.P. Councils).

d. The site administrator shall maintain an up-to-date file containing all District memoranda, directives and bulletins governing Local School Leadership Council activities and make it available to the Chapter Chair upon request.

2.5 Decisions: The attainment of consensus whenever possible shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies which are established by the local Council. Only if consensus cannot be reached shall decisions on the matters set forth in Section 2.4b be made by majority vote. In order to be resolved by vote at the meeting in the event consensus fails, the meeting agenda (see Section 2.6 below) must have identified the proposed action with sufficient particularity that the Council members could have, prior to the meeting, meaningfully consulted with all interested parties with respect to the specific action under consideration, as provided in Section 2.4 above. The vote required shall be a majority of those committee members present at the meeting. With respect to procedures governing voting matters, Robert's Rules of Order shall be applicable to issues not addressed herein. The site administrator shall ensure that all policy decisions of the Local School Leadership Council are reduced to writing and communicated to all staff and school community.

2.6 Agenda: An agenda shall be prepared by the co-chairs of the Council and distributed at least five working days prior to each council meeting. Agenda items and supporting documents may be submitted by any committee member, at least 24 hours prior to preparation of the agenda.

2.7 Meetings: Members of the local councils could expect to attend the equivalent of two one-hour meetings per month. Alternate meetings will be scheduled for the convenience of the parent and community representatives.

a. At the secondary level, the local school shall, insofar as practical, schedule teacher members of the local Council so as to provide a common preparation period. Alternate meetings shall be scheduled during such period. Paid class coverage, if available, will be provided on meeting days for any teacher members having teaching duties during such period.

b. At the elementary level, at least one of the monthly meetings may be scheduled during the 30-minute duty-free period.

c. Meetings of Leadership Councils in Adult Education and Children Centers shall be scheduled at a mutually convenient time, and if there is no time mutually convenient to the Council members then the meetings shall be held at alternating times to meet the convenience of the teacher and community representatives.

d. All meetings of the local councils shall be exempt from the faculty meeting limitations of Article IX, Section 4.2

2.8 Election Procedures for Employee Representatives:

a. Secret ballot elections shall be conducted for the certificated and non-certificated employee seats, following similar procedures. (1) Faculty representatives on the council are to be elected on an "at large" basis by the regular contract certificated employees assigned to the site with itinerant employees voting on a proportional basis corresponding to the number of days per week served at the site. (2) Non-certificated representatives shall be elected on an "at large" basis, with all non-certificated employees (including TA's) regularly assigned to the site having an equal vote.

b. The nomination process shall be open to all eligible voters assigned to the site. Nominations shall be either submitted by the nominee or with the written consent of the nominee.

c. Election notices shall be posted and distributed among the employees at the site, and mailed to the homes of off-track employees.

d. Elections for each year's term of office shall be as follows: Secondary teachers' elections are to be in May before the secondary master schedule is established; elementary teacher elections are to be in late spring after assignments for the next year have been tentatively set. The non-certificated employee elections are to be no later than the first school month of the school year (July/August for Year-round, September/October for Traditional). Any elections for alternates and/or replacements (including teachers) are also to occur during the first month of the school year. However, schools which wish to conduct elections on Back-to-School night may delay the elections until that date. The term of

office for Council members is to be October 15 to October 14 in traditional calendar schools, and August 1 to July 31 in year-round calendar schools. Subject to the approval of the existing Local School Leadership Councils, elections of secondary, elementary, non-certificated employees, and parent/community representatives for each year's term of office at single track common calendar 90/30 schools shall be conducted before September 23. Any elections for alternates and/or replacements (including teachers) are also to occur before September 23. Multitrack year-round schools' elections must be held and finalized prior to July 31. See Section 2.1 for special rules affecting Adult Education elections.

e. Local schools may lengthen the terms of membership (from one year to two years) on Local School Leadership Council, subject to the following procedures:

(1) Such a decision could be made only upon affirmative recommendation of the School Leadership Council and approval of the Principal and the UTLA Chapter Chairperson.

(2) In order to achieve staggered terms, a plan may include a phase-in period whereby some positions are initially one year and others are two-years.

(3) Procedures for implementation must be reduced to writing and published prior to any new elections, and a copy retained for public information in the school office.

(4) Any elected members must be able to complete their full term of office.

(5) Schools must at all times comply with the guarantees of the minimum number of parents as per Section 2.9e, below.

2.9 <u>Election Procedures for Parent/Community Representatives:</u>

a. Voter Eligibility for parent/community elections shall be based upon any one of the following criteria:

(1) Parents of a pupil attending the school, including natural or adoptive parent, legal guardian, or other person having primary responsibility for the support and welfare of the pupil;

(2) Adult residents of the school's attendance area;

(3) Adults whose primary place of employment is within the school's attendance area (this includes non-certificated employees of the District);

(4) For schools which do not have a designated attendance area (e.g., magnet programs), their election area shall be the high school attendance area within which the magnet is situated;

(5) When pupils are transported to the school from another attendance area (e.g., PWT or CAP receiving) the election area for categories 2, 3 and 4 above shall be expanded to include those from the sending school area;

(6) Certificated personnel employed by the District are not eligible to vote except when they qualify as a parent under category 1 above;

b. Nominations: Are to be submitted in writing two working days prior to the election, or may be submitted from the floor at the election meeting. Nominations shall be either submitted by the nominee or with the written consent of the nominee. Nominees are not subject to any residency or employment requirement, but in order to qualify for the minimum guarantee for parents as provided below, they must meet the definition of parent as provided above. Certificated employees of the District are not eligible for nomination.

c. Election Notices: Shall be sent home with students, and submitted to local newspapers serving the areas affected. The notices are to be mailed to the homes of off-track students.

d. Sign-in: At the election meeting there shall be a sign-in procedure, where each voter shall disclose appropriate information indicating eligibility and status (parent or community).

e. Ballot Procedure: The parent/community representatives are to be elected, during the first month of the school year (July/August for Year-round, September/October for Traditional) by secret ballot among all attending eligible voters. All ballots are to be submitted in sealed secret ballot envelopes, and enclosed within another envelope on which the voter will print his or her name and address. The ballots shall be collected and placed in the large envelope provided for this purpose. This envelope shall be sealed and the principal and Chapter Chair shall sign their names over the seal. The ballots shall then be secured in a safe place for five working days before being counted. The five day period is intended to permit any voter eligibility issues to be raised and resolved prior to the vote count. For this purpose the voter sign-in sheets shall be subject to

review by any interested person. The vote count shall occur at the time announced at the election meeting, and shall occur in the presence of any interested persons who wish to attend. Prior to the vote count the sealed secret ballot envelope shall be separated from the envelope which carries the voter's name and address, and inter-mingled with the other secret ballot envelopes. Then, the ballots shall be removed from the secret ballot envelopes and counted. The nominees who received the greatest number of votes are to be declared elected, with the two who receive the next greatest number of votes elected as alternates, except that in no event shall there be fewer parents* than the following (depending upon size of the Council):

3 out of the 5 parent/community positions
2 out of the 4 parent/community positions
1 out of the 2 parent/community positions
1 out of the 2 alternate parent/community positions

f. Disputes: The Principal and Chapter Chair shall determine any disputed eligibility issues using the above criteria, and shall also be primarily responsible for resolving any disputes relating to election procedures. If they are not able to resolve a dispute acceptable to the involved parents/community, the dispute shall be referred to the co-chairpersons of the central council for final determination. Said co-chairpersons may delegate this authority. Disputes relating to this Section 2.9 are not subject to the grievance procedures of the LAUSD/Agreement.

3.0 School-Based Management

3.1 UTLA and the District shall each designate one person to oversee the implementation of the functions described below.

a. Study of shared decision making (SDM) and site based management (SBM), and other reform programs

b. Development of SDM and SBM training programs and other mutually agreed upon programs.

c. Development of SBM program guidelines, recognizing the need to reconcile the concepts of local autonomy, self-determination and local diversity with the potentially conflicting concepts of accountability, standards and coordination.

*As defined in a.I above. These guarantees are minimums, not maximums. If necessary to meet this minimum number of parents, the parent nominee(s) who received the next greatest number of votes are to be declared elected. The election results and ballots are to be retained on file by the school office.

d. Information sharing.

3.2 A local school decision to embark upon the development of a SBM plan requires a two-thirds vote of the certificated bargaining unit employees at the site, and concurrence of the principal followed by immediate involvement and full participation of parent and community representatives. Also, before the eventual local proposal for a SBM plan can be submitted for review/preliminary approval, it must have the formal approval of each of the three: certificated bargaining unit employees at the site, the principal, and the parents/community. Also, any such SBM proposal must contain statements of accountability and anticipated positive impact upon student achievement. All SBM plan approvals are to be conditional, and of a specific duration so as to permit future monitoring, review and revision. Other SBM requirements:

a. Each SBM school shall continue to comply with all laws, contracts and District policies and directives, except to the extent that any proposed variations have been specifically identified in the Plan and any appropriate local option waivers have been obtained. There are no implied waivers. For example, a waiver permitting a new local school employee selection process does not waive the laws and policies governing non-discrimination and affirmative action. Similarly, a waiver permitting a change in name of a school's leadership council changes the name but does not change that council's authority unless so specified in the Plan.

(1) A waiver request approved at an SBM school according to applicable District guidelines and policies, including approval of the site principal, that is subsequently denied by the Local District Superintendent or designee may be reviewed/appealed according to this section.

(2) The review/appeal shall be directly to the General Superintendent and the UTLA President or their designees. These two individuals shall select a third person.

(3) The decision of this group shall be final and binding on all parties.

b. All local options/waivers are subject to review annually. Any substantive changes to an approved Plan must be adopted in compliance with the School-Based Management Guidelines dated April 30, 1990.

c. The School's SBM Plan shall not be interpreted or applied so as to impose any additional costs or funding obligations upon the District.

d. Approval of a school's proposed SBM Plan is not to be regarded as precedent for other schools or for Plan renewal at the applicant school.

e. Peer evaluation is subject to Article X. Any applicable State waivers and other provisions may be jointly determined by UTLA and the District. Before any peer evaluation may be implemented, teachers serving as evaluators must have completed the prescribed hours of training, unless State waivers have been requested and approved. Service as evaluator must be voluntary, and if it is paid, the school's proposal must specify the source of funds to be used for payment. District forms currently in use must be utilized. The school's peer evaluation plan must be reduced to writing and submitted to the union and the District for review prior to implementation.

f. All employees new to the site and all prospective employees being considered for positions at the site are to be provided a written copy of the approved School-Based Management Plan including all related waivers. It is the responsibility of the site council to assure that all site employees are aware of the Plan and related waivers.

g. Monitoring of SDM at the local sites.

h. Monitoring of SBM at the local sites.

3.4 Conflicts with Board Policy, the Collective Bargaining agreement or Conflicts with applicable Law and Regulations in LEARN Schools. It is recognized that SBM is an innovative process and that proposals may be considered which conflict with current Board of Education policy and/or current collective bargaining and/or applicable law and/or regulation agreements. In the event there is a conflict between Board Policy and/or a collective bargaining agreement and a SBM proposal, the District and UTLA shall each consider at their discretion whether a waiver or a change in the conflicting policy or agreement is appropriate. Any decision of a SBM school which is in conflict with any state or local law or regulation shall be null and void, unless, with the agreement of the District and UTLA, a waiver or exemption has been obtained.

ARTICLE XXVIII

SAFETY

1.0 General: With faculty participation, each site shall develop (and annually review) its School Emergency Operations Contingency Plan and current Safe School Plan (see Bulletin No. 53, Office of School Operations) for distribution to each employee. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by the plan shall take place.

1.1 It is the District's commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within the District. The District shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and to otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

1.2 Each site shall establish a School Safety Planning Committee. The UTLA Chapter Chair/designee may choose to be a member of the committee. With faculty participation, each site's School Safety Planning Committee shall develop (and annually review) a current Safe School Plan (see REF -1242.5, Office of Environmental Health and Safety, 2008-2009 Update of Safe School Plans) for distribution to each employee. These plans are expected to cover contingency plans including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by the plan shall take place.

1.3 When a new school is to be opened the District shall provide the UTLA Area Chair with a copy of the preliminary Safe School Plan following its completion.

1.4 The District shall conform to and comply with all other health, safety, and sanitation requirements imposed by local, state or federal law or regulations adopted pursuant thereto including the California Occupational Safety and Health Act (CAL-OSHA), as amended (California Labor Code Section 6300, et. seq.) regulations relating thereto (California Administrative Code, Title 8,

Sections 330, et. seq.), Chapter 2 of Part 19 of the California Education Code relating to School Safety, Article 3.6 (commencing with Sections 32228, and Article 3.8 (commencing with Section 32239.5). Recitation of these and related laws herein is for reference only and *not* for purposes of incorporation into the Agreement.

1.5 The District shall provide Safe School Plans (Volume I and II) to each school to be made readily available (subject to confidentiality requirements) to all unit members, including but not limited to placement of copies in the school office and faculty lounge and access via the LAUSD website. Other means of distribution or access to the Safe School Plans may be established within the plans.

a. Volume I of the Safe School Plan addresses Campus Safety and Violence Prevention programs. Volume II addresses Emergency Preparedness.

b. A “quick reference guide” to Volume II of the Safe School Plan shall be distributed to all unit members at each site as soon as the Plans have been updated for that year. The quick reference guide shall be tailored to that site.

1.6 In addition to the Special Grievance Procedures contained in Section 4.0 of this Article, other avenues of inquiry, complaint and appeal regarding health and safety issues exist in the District. For frame of reference only (and *not* for purposes of incorporation into the Agreement) these are:

a. Procedures for Reporting School Cleanliness Issues (MEM-2093, 11/7/05)
b. Williams Complaint Procedures (BUL-2362.6, 11/30/07)
c. Safe School Plans, Volumes I and II (REF-1242.5, 8/15/08)

1.7. The District shall make available to UTLA and every site, via the LAUSD website, information, rules and templates related to the California Administrative Code, Title 8, Section 3203 requirements regarding an Injury and Illness Prevention Program (lausd-oehs.org).

1.8 The District shall make available to UTLA and every site via the LAUSD website all reports, correction notices deficiency notices, or “self-certified corrections” resulting from an OEHS inspection (lausd-oehs.org).

1.9 The District shall provide reasonable packing and moving assistance to any employee who is required by OEHS to vacate his/her classroom or worksite.

1.10 No employee shall be discriminated or retaliated against as a result of reporting alleged unsafe or hazardous conditions. Allegations of such discrimination/retaliation may be processed according to the policies/procedures referenced in section 1.7 above, or through Article V (Grievance Procedure) and not under Section 4.0 of this Article. Once an employee chooses which process to utilize (policies/procedures or Article V), this shall be his/her exclusive forum.

2.0 Environmental, Health, Safety and Violence Prevention Joint Committee

2.1 A District Environmental, Health, Safety and Violence Joint Committee shall be established with no more than five (5) appointees by each party. A Committee Chair shall be appointed by the Committee. UTLA representatives on the Committee/Task Force will be released pursuant to Article IV, Section 4.0. This committee shall review environmental, health, safety and violence prevention issues that may have an impact on District worksites and employees. Except in situations requiring immediate action for environmental, health, safety, or violence prevention reasons, the District shall, prior to implementation of new or revised policies and rules, discuss them in this Committee.

2.2 It is the intent of the parties that the Committee forward recommendations, if any, to the District and the Union regarding mitigation strategies and courses of action to address issues of concern as determined by the Committee with regard to environmental health, safety and violence prevention. This shall occur within six months of the first meeting of the Committee following contract ratification, or at such other time as determined by the Committee.

3.0 Renovation, Modernization and New Schools

3.1 The District will notify UTLA of community outreach meetings at which potential sites for new schools are to be discussed.

3.2 UTLA may, in its discretion, appoint one or more UTLA employees to act as liaisons to the District regarding the construction of new schools and remodels of or renovations/new additions to existing schools ("school construction”).

a. It is the intent of the parties that the individual(s) serving in this capacity will become familiar within areas related to school construction and serve as information conduits between the District and unit members at affected school sites.

b. It is the intent of the parties that such individual(s) will have the opportunity for ongoing consultation with designated District personnel regarding matters related to school construction.

4.0 Special Grievance Procedures: If, after giving notice to the site administration, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Step One time limits of Article V). Within two (2) days of receiving the grievance, the site administrator shall meet with the grievant in an attempt to resolve the matter, and by the end of the next day the administrator shall issue a written response to the grievant. If the response does not resolve the matter, the grievant may within three (3) days file a written appeal with the appropriate Local District Superintendent or designee and UTLA Area Chair. Within three (3) days after receipt of the appeal the Local District Superintendent (or designee) shall hold an appeal meeting to discuss the matter and shall announce a decision by the following day. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the administrator's appeal decision is announced, UTLA must, if it wishes to arbitrate the matter, notify the District of its intention. UTLA and the District shall then select an arbitrator and calendar the dispute for expedited arbitration pursuant to Article V, Section 15.0. In view of the District's limited available funds and the need of the District to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether an unsafe or hazardous condition exists, or whether an employee(s) has/have been required to perform tasks that endanger his/her/their health and safety. The arbitrator shall be authorized to include a remedy in his/her award if in his/her opinion the unsafe etc. condition can be corrected at a cost not to exceed $25,000 for each case, controversy or issue. If the arbitrator determines that correction would exceed $25,000, he/she shall not include any remedy in the award, which shall then be forwarded to the Committee set forth in section 3.0 of this Article. The Committee shall make a joint recommendation for resolution of any unsafe or hazardous condition identified by the arbitrator and make its recommendation to both the Superintendent and the UTLA President within fourteen (14) work days of receipt of the arbitrator's decision.

5.0 Emergency Closure: In the event a school is closed due to an emergency the employees shall, typically, be reassigned on a temporary basis to another location. If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.

6.0 Employee/District Responsibility**:** Employees shall immediately notify site administration and site administration shall immediately notify employees of any unsafe or hazardous conditions at the site. Upon notification, the district shall take immediate steps to investigate and correct an unsafe or hazardous condition. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees and themselves.

ARTICLE XXIX

DRIVER TRAINING

(DELETED)

ARTICLE XXX

SPECIAL COMMITTEES

Three member subcommittees as designated by UTLA shall meet periodically with the District administration responsible for the following areas to discuss matters of concern. In addition, these groups are to function as subcommittees of the negotiating teams during contract renewal negotiations, with the understanding that they may draft preliminary recommendations for consideration by the parties' full negotiations teams. UTLA and the District may designate one or two members of their respective negotiations teams to participate in any such meetings. The designated subject areas for these special committee meetings are:

1. Adult Education
2. Bilingual
3. Children's Centers
4. Counselors
5. Traveling Music Teachers
6. Librarians
7. Mentor Teachers
8. Psychologists
9. Special Education
10. Substitutes
11. Multitrack Schools
12 Others may be added by mutual agreement as special needs arise

ARTICLE XXXI

MISCELLANEOUS

Items relating to department and grade level chairpersons, coordinator and dean election procedures and out of classroom assignment limitations have been moved to Article IX-A Assignments.

Items related to child abuse allegation procedures, arrest procedures and mental incompetence have been moved to Article X, Evaluation and Discipline.

Items related to mileage reimbursement and Student Interaction Program camp counselors have been moved to Article XIV, Salary.

1.0 Counseling Services: All employees who perform educational services as defined in Education Code Section 49600 must hold a valid Pupil Personnel Services (PPS) credential. Unless mutually agreed to by the parties, the District shall not allow non-PPS credentialed employees (e.g. "advisors") to perform counseling duties. However, employees performing educational counseling services as of January 1, 1987 shall be permitted to continue with such services if so assigned, but shall be limited to one or two periods of counseling duties, if they have not yet obtained a PPS credential. Also, Education Code Section 49600 permits employees who do not possess the above credential to perform certain advisory services, but only if supervised by a credentialed educational counselor in an organized Board-approved advisory program. Any advisory program to be implemented by the District must be agreed upon by both UTLA and the District.

2.0 Facilities for Support Services Employees: The District and UTLA recognize that in many schools the facilities available to visiting employees (such as school psychologists, elementary counselors, nurses, audiometrists, audiologists, and PSA Counselors) have been considered inadequate by the visiting employees. The District shall upon request consult with UTLA regarding these problems.

3.0 [Reserved]

4.0 Special Education Facilities: When locating and utilizing classrooms and facilities the District shall make a reasonable effort to avoid segregation of handicapped and special education students from regular program students.

5.0 Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDC teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies.

6.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school site.

6.1 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation.

7.0 Special Education Resources Notebook: Special Education Department chairs shall be provided with a copy of the Special Education resource notebook containing all pertinent Division bulletins.

8.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.

9.0 Access to School Facilities: Employees shall have equal access to all telephones, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable manner. Employees shall also have equal access to on-site parking spaces, except that parking spaces are to be reserved as follows:

a. For identified handicapped staff members and for handicapped visitors as provided by law.

b. For the school nurse, near the school entrance.

c. No more than two spaces in elementary, three spaces in secondary, and three spaces in adult schools shall be reserved for staff having official school business requiring individuals to leave the school premises and return during school hours on a specific day.

10.0 House Leaders: House leaders at the Middle School shall be permanent teacher if practicable.

ARTICLE XXXII

TERM OF AGREEMENT

1.0 This Agreement shall be for a term of three (3) years (2008-2009 through 2010-2011) and shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2011 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice. There shall be reopener negotiations for the 2009-2010 and 2010-2011 school years as follows:

a. 2009-2010 Reopeners: Each party shall be entitled to reopen negotiations over one Article (not Article XVI- Health & Welfare). Negotiations shall commence at the request of either party at any time after April 1, 2009.

b. 2010-2011 Reopeners: Each party may reopen negotiations on Article XIV (Salaries) and two additional articles of their choice (not Article XVI-Health & Welfare). Negotiations shall commence at the request of either party at any time after April 1, 2010.

c. Regarding both the 2009-10 and 2010-2011 reopener negotiations referred to above, if no agreement is reached, and the parties have completed all required statutory impasse procedures and post-impasse procedures, Article VI shall not apply.

2.0 Negotiations During Life of Agreement. The District and UTLA agree to establish a Joint Committee for identifying items that, after initial discussions, the parties decide are appropriate for negotiations or consultation during the life of this Agreement.

2.1 The primary purpose of this Joint Committee shall be to resolve problems that may arise from time to time over administration of the current contract and/or other issues which the parties agree should be addressed and resolved during the term of this Agreement.

2.2 The Joint Committee shall be composed of eight (8) members, half (4) appointed by the Superintendent and half (4) appointed by the UTLA President. Additional "experts" may be invited by either party to attend meetings as dictated by need and subject matter.

2.3 The Joint Committee shall participate in joint training(s) designed to familiarize and equip the parties with skills to enable them to engage in effective problem-solving. Such skills may include interest-based problem solving, collaborative decision making and effective communication techniques. The initial training session shall include Joint Committee appointees, the Superintendent, UTLA President, senior-level District staff from the Office of the

Superintendent and other UTLA officers and staff, as deemed appropriate by the parties.

2.4 All Joint Committee training and meetings shall be facilitated by a neutral facilitator chosen by the parties.

2.5 The Joint Committee shall issue quarterly written reports. These reports shall summarize the issues addressed by the Joint Committee each quarter and the resolution thereof, if any. The reports shall be posted on the LAUSD's and UTLA's websites and may also be distributed via other means as determined by each party. There shall also be public meetings at which the Joint Committee and the neutral facilitator will report on the work of the Joint Committee to the Superintendent and his cabinet, a member or members of the Board of Education and the UTLA President and other officers. The public meetings shall occur at least twice, but not more than four (4) times per year. The parties may agree to coordinate the reporting and presentation provisions of this section with those of the Compensation Study/Budget Committee.

2.6 The Committee shall be authorized to reach agreements on Memoranda of Understanding (MOUs), sideletters of agreement, and tentative agreements to amend the negotiated Collective Bargaining Agreement ("Agreement").

a. The Committee shall, as soon as possible, determine if an issue or subject matter to be discussed or already under discussion would, upon resolution, require an amendment to the Agreement.

b. If either party believes in good faith that an amendment to the Agreement is required or appropriate, the issue or subject matter shall be submitted to the District for public notice ("sunshining") pursuant to the EERA and District procedures, subject to 6(c) below.

c. Upon ratification of this article, the District shall immediately pursue modification to its public notice procedures whereby issues and subjects arising out of Committee discussions can be "sunshined" as quickly as possible while still complying with the EERA. By way of example only, such procedures could be modified to allow the District and UTLA to jointly submit an issue, interest or subject matter to the Board at one meeting, and have the "sunshine" process completed at the subsequent meeting.

2.7 The Joint Committee shall not be authorized to discuss or enter into agreements concerning Health and Welfare and compensation.

2.8 The parties agree that this section (2.0 through and including 2.8) shall terminate automatically as of June 30, 2011, unless the parties expressly agree in writing to renew it through successor negotiations.

ARTICLE XXXII – Term of Agreement

3.0 Negotiations for Successor Agreement: Negotiations for a successor agreement shall commence at the request of either party at any time after April 1, 2011.

4.0 Pre-July 1 Changes: The District and UTLA are aware of the individual employee annual contract year which begins on July 1 and ends on June 30 of each year, pursuant to the Education Code and applicable case law. It is the intention of the District and UTLA that the continuation of this Agreement past July 1 shall not make its terms a part of the individual annual contracts for the following school year so long as the Board, by formal action prior to July 1, sets forth any changes which it intends to implement (absent subsequent agreement with UTLA to the contrary). Such Board action stating its intent shall be deemed effective as though fully implemented prior to July 1. UTLA and the District agree that (a) the District shall set forth its intent prior to the completion of negotiations even though the parties may not be at impasse at that time, and (b) UTLA has not waived its right to negotiate about such changes subsequent to the Board action.

APPENDIX A

SPECIAL EDUCATION

BULLETIN NO. 29 (Rev.)

December 1, 1981

SUBJECT: OPTIMUM CLASS/CASELOAD NORMS AND PROCEDURES TO OPEN, CLOSE OR RELOCATE SPECIAL EDUCATION SPECIAL DAY OR RESOURCE SPECIALIST CLASSES

I. Optimum Class/Caseload Norms

II. Procedures to Open, Close or Relocate Special Education Special Day or Resource Specialist Classes

(This revision supersedes the bulletin of the same number issued on December 10, 1980. The content has been updated to reflect changes in recent legislation and District procedures. Note especially those changes in the optimum class/caseload norm table in ATTACHMENT A.)

I. OPTIMUM CLASS/CASELOAD NORMS

As a result of recent legislation (SB 1870, July 28, 1980), the California State Education Code has eliminated previous State mandated special education class sizes and Designated Instruction and Services (DIS) caseload norms. The Resource Specialist program is an exception, with a norm range of 24-28 pupils.

In order to provide guidelines for pupil placements and for the opening and closing of classes, optimum class/caseload norms have been developed (see ATTACHMENT A).

Optimum class norms may be exceeded by two pupils on a temporary basis when necessary to provide services to individuals with exceptional needs.

Note that pupils enrolled in Special Day Classes shall be provided with an educational program for the same length of time as the regular school day for a chronological peer group unless otherwise authorized and indicated on the Individualized Education Program (California Administrative Code, Title 5, Section 3431).

II. PROCEDURES TO OPEN, CLOSE OR RELOCATE SPECIAL EDUCATION SPECIAL DAY OR RESOURCE SPECIALIST CLASSES

A. Region coordinators, special education, or principals, special education schools, shall initiate/complete a "Request to Open, Close or Relocate Special Education Special Day or Resource Appendix A - Special Education Specialist Classes" form (Form No. SE-18, Revised 11/81). Quantities of the form are provided to the administrative area offices and special schools for that purpose.

B. Area Coordinator, Counseling and Psychological Services, shall inform Area Coordinators, Special Education, when there is an identified need for additional classes.

C. Program Coordinators, Special Education, shall be notified to provide technical assistance or to facilitate consolidation of pupils from two or more classes.

D. A request to open a Special Day Class may not be based on an initial enrollment of less than one-half the optimum class norm (see ATTACHMENT A).

E. Area Coordinators, Special Education, shall obtain the approval signature of the Area Superintendent; principals, Special Schools, shall obtain the approval signature of the Director, Special Schools. The Assistant Superintendent, Division of Special Education, shall approve or disapprove the request. A copy of the request, indicating approval or disapproval, shall be returned to the initiator. If approved, the Division of Special Education shall send copies to appropriate offices.

For assistance, please call Al A. Casler, Administrator, Special Education Programs in Regular Schools, at 625-6705, or Victor A. Signorelli, Director of Special Schools, at 625-6703.

APPROVED: JOSEPH P. LINSCOMB, Associate Superintendent, Instruction

DISTRIBUTION:

Optimum Class/Caseload Norms (a)

Class/Caseload Categories	SERVICE SITES Regular School	Special School	Through 8 Years	9 Years and above
SPECIAL DAY CLASSES				
Autism (AUT)	x	x	6	6
Visually Impaired (VI)	x	x	8	10
Deaf/Blind (DBL)		x	3	5
Deaf/Hard of Hearing (DHH)	x	x	6-8	8-10
Multiple Disability Severe (MDS)		x	10	10
Mental Retardation Moderate (MRM)	x		12 or 14*	12 or 14*
Specific Learning Disability (SLD)	x	x	12	12
Multiple Disability (MD)	x	x	6	8
Noncategorical	x	x	8	12
Orthopedic/Other Health Impaired (OI)	x	x	12	16
Emotional Disturbance (ED)	x	x	8	8
Aphasia (APH)	x		6	8 or 10**
Teleteaching (TEL)	n/a	n/a	20	20
Mental Retardation Severe (MRS)		x	12	12
RESOURCE SPECIALIST PROGRAM	x		24-28	
DESIGNATED INSTRUCTION AND SERVICES				
Adapted Physical Education (APE)	x	x	70	
Audiology	x	x	115	
Counseling	x	x	22	
Deaf/Hard of Hearing (DHH)	x	x	12	
Home Hospital	n/a	n/a	10	
Language and Speech (LAS)	x	x	55	
Orientation & Mobility Instruct. for VI	x	x	12	
Visually Impaired (VI)	x	x	12	
Vocational Education for the Handicapped	x	x	75	

*12 if a 4 year age span **10 if a secondary level aphasia class

(a) If optimum class norm is exceeded by two for a temporary period of time which exceeds one month, a referral may be made to the Support Unit Administrator who may contact the Executive Director, Special Education, for assistance.

(b) Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year.

SUPPLEMENT TO APPENDIX A

March 23, 1988

Special Education Interns

a. Each Special Education Intern shall be assigned a Mentor Teacher in order to provide observations, assistance and guidance. Such Mentor services shall include observation of the Intern and/or demonstration lessons, subject to the established budget allocations for such services. Where serious performance problems are identified, additional assistance from resources such as Mentor Teachers, Program Specialists or Department Chairpersons shall be offered.

b. In order to permit Interns to concentrate upon their basic assignments and continuing education, Interns shall not be assigned auxiliary jobs such as coaching or coordinating, except with written approval of the Assistant Superintendent of Special Education or designee.

c. District evaluation of the Intern shall include consultation/coordination between the evaluator and the Intern's college supervisor.

d. Interns shall not be expected to teach outside of the credential field in which they are interning, except with written approval of the Assistant Superintendent of Special Education or designee.

e. For salary purposes, Interns shall be rated-in under Article XIV, Section 5, and paid the regular salary rate.

APPENDIX B

TEACHER INTEGRATION TRANSFER PROGRAM

(DELETED)

APPENDIX C

REQUEST FOR ASSIGNMENT FOR UTLA UNIT MEMBERS
REPORTING TO HEALTH AND HUMAN SERVICES

This form is to be completed by UTLA-Represented Health and Human Services employees seeking a change from their current assignment. The completed form is to be submitted to the employee's immediate unit administrator.

Employee Name: _____

Employee Number: _____

Job Title: _____

Assigned Unit: _____

Immediate

Administrator: _____

Current Assignment: _____

_____

Contact Phone #: _____

Email: _____

Assignment

Request: _____

_____

_____

_____

_____

_____

_____

Employee Signature: _____Date: _____

Appendix D-1

LOS ANGELES UNIFIED SCHOOL DISTRICT
Summary of Single-Track (LEARN) Calendar for the 2010 - 2011 School Year
Beginning in July of 2010

SINGLE TRACK (LEARN) CALENDAR

First Day	Monday,	Sep. 13
Last Day of Instruction	Friday,	June 19
Total Days of Instruction	175	
Total Days School Provides Instruction	175	
Winter Recess Begins	Monday,	Dec. 20
Winter Recess Ends	Friday,	Jan. 7
Spring Recess Begins	Monday,	Apr. 18
Spring Recess Ends	Friday,	Apr. 22

HOLIDAYS SINGLE - TRACK (LEARN) CALENDAR

Veterans Day	Thursday,	Nov. 11
Thanksgiving Holiday**	Thursday,	Nov. 25
Dr. Martin Luther King	Monday,	Jan. 17
Presidents' Day***	Monday,	Feb. 21
Memorial Day	Monday,	May 30

** The day after Thanksgiving, November 26, 2010 is a school holiday.
*** In order for the District to combine the observance of Lincoln Day and Washington Day into Presidents' Day, the District must adopt a resolution as outlined in Education Code Section 37220.

SINGLE - TRACK (LEARN) CALENDAR

	Days of Instruction
September 13, 2010 -- February 14, 2011	88
February 14, 2011 -- June 24, 2011	87

Appendix D-1

LOS ANGELES UNIFIED SCHOOL DISTRICT
Summary of Early Start Calendar for the 2010 - 2011 School Year
Beginning in July of 2010

EARLY START CALENDAR

First Day	Monday,	Aug. 16
Last Day of Instruction	Tuesday,	June 7
Total Days of Instruction	175	
Total Days School Provides Instruction	175	
Winter Recess Begins	Monday,	Dec. 20
Winter Recess Ends	Friday,	Jan. 7
Spring Recess Begins	Monday,	Apr. 18
Spring Recess Ends	Friday,	Apr. 22

HOLIDAYS – EARLY START CALENDAR

Veterans Day	Thursday,	Nov. 11
Thanksgiving Holiday**	Thursday,	Nov. 25
Dr. Martin Luther King	Monday,	Jan. 17
Presidents' Day***	Monday,	Feb. 21
Memorial Day	Monday,	May 30

** The day after Thanksgiving, November 26, 2010 is a school holiday.
*** In order for the District to combine the observance of Lincoln Day and Washington Day into Presidents' Day, the District must adopt a resolution as outlined in Education Code Section 37220.

EARLY START CALENDAR

	Days of Instruction
August 16, 2010 -- December 17, 2011	77
January 10, 2011 -- June 7, 2011	98

Appendix D-1

LOS ANGELES UNIFIED SCHOOL DISTRICT
Summary of Balanced Traditional Calendar (BTC) for the 2010 - 2011 School Year
Beginning in July of 2010

BALANCED TRADITIONAL CALENDAR

First Day	Monday,	Aug. 9
Last Day of Instruction	Friday,	June 27
Total Days of Instruction	175	
Total Days School Provides Instruction	175	
Winter Recess Begins	Monday,	Dec. 20
Winter Recess Ends	Friday,	Feb. 4
Spring Recess Begins	Monday,	Apr. 18
Spring Recess Ends	Friday,	Apr. 22

HOLIDAYS – BALANCED TRADITIONAL CALENDAR

Veterans Day	Thursday,	Nov. 11
Thanksgiving Holiday**	Thursday,	Nov. 25
Dr. Martin Luther King	Monday,	Jan. 17
Presidents' Day***	Monday,	Feb. 21
Memorial Day	Monday,	May 30

** The day after Thanksgiving, November 26, 2010 is a school holiday.
*** In order for the District to combine the observance of Lincoln Day and Washington Day into Presidents' Day, the District must adopt a resolution as outlined in Education Code Section 37220.

BALANCED TRADITIONAL CALENDAR

	Days of Instruction
August 9, 2010 -- December 17, 2011	82
February 7, 2011 -- June 27, 2011	93

Appendix D-1

LOS ANGELES UNIFIED SCHOOL DISTRICT
Summary of Multitrack Year-round Calendar for the 2010 - 2011 School Year
Beginning in July of 2010

FOUR - TRACK (90/30) CALENDAR

First Day	Tuesday,	July 6
Last Day of Instruction	Thursday,	June 30
Total Days of Instruction	175	
Total Days School Provides Instruction	235	
Winter Recess Begins	Monday,	Dec. 20
Winter Recess Ends	Friday,	Dec. 31

THREE - TRACK (CONCEPT 6) CALENDAR

First Day	Tuesday,	July 6
Last Day of Instruction	Thursday,	June 30
Total Days of Instruction	159	
Total Days School Provides Instruction	242	
Winter Recess Begins	Thursday,	Dec. 23
Winter Recess Ends	Friday,	Dec. 31

HOLIDAYS FOUR-TRACK (90/30) AND THREE-TRACK (CONCEPT 6) CALENDARS

Independence Day	Wednesday,	July 5
Admission Day*	Friday,	Sep. 3
Labor Day	Monday,	Sep. 6
Veterans Day	Thursday,	Nov. 11
Thanksgiving Day**	Thursday,	Nov. 25
Dr. Martin Luther King, Jr. Day	Monday,	Jan. 17
Presidents' Day***	Monday,	Feb. 21
Memorial Day	Monday,	May 30

* All Multitrack schools will be in session on Admission Day.
** The day after Thanksgiving, November 26, 2010 is a school holiday.
*** In order for the District to combine the observance of Lincoln Day and Washington day into Presidents' Day, the District must adopt a resolution as outlined in Education Code Section 37220.

Appendix D-1

LOS ANGELES UNIFIED SCHOOL DISTRICT
Year-Round School Calendar for the 2010 - 2011 School Year
Beginning in July of 2010

FOUR - TRACK (90/30)
Days of Instruction

TRACK A

Aug. 17, 2010 - Dec. 17, 2010	82
Feb. 16, 2011 - June 28, 2011	93

TRACK B

July 6, 2010 - Sep. 29, 2010	61
Nov. 15, 2010 - Dec. 17, 2010	20
Jan. 3, 2011 - Mar. 25, 2011	58
May 9, 2011 - June 28, 2011	36

TRACK C

July 6, 2010 - Aug. 13, 2010	29
Sept. 30, 2010 - Dec. 17, 2010	51
Jan. 3, 2011 - Feb. 11, 2011	29
Mar. 28, 2011 - June 28, 2011	66

TRACK D

July 6, 2010 - Nov. 10, 2010	91
Jan. 3, 2011 - May 6, 2011	84

THREE - TRACK (CONCEPT 6)
Days of Instruction

TRACK A

Aug. 30, 2010 - Dec. 22, 2010	76
Mar. 7, 2011 - June 30, 2011	83

TRACK B

July 6, 2010 - Aug. 27, 2010	39
Oct. 25, 2010 - Dec. 22, 2010	37
Jan. 3, 2011 - Mar. 4, 2011	43
May 5, 2011 - June 30, 2011	40

TRACK C

July 6, 2010 - Oct. 22, 2010	78
Jan. 3, 2011 - May 3, 2011	81

Appendix D-1

LOS ANGELES UNIFIED SCHOOL DISTRICT

FIVE EMERGENCY DAYS

In the event there is a district-wide emergency, five days have been identified on each calendar for the 2010 - 2011 school year. They are as follows:

2010 - 2011 SINGLE - TRACK (Learn) CALENDAR

April 18, 19, 20, 21, 22, 2011

2010 - 2011 EARLY START CALENDAR

June 10, 13, 14, 15, 16, 2011

2010 - 2011 BALANCED TRADITIONA CALENDAR (BTC)

February 2, 3, 4, 2011; April 18, 19, 2011

2010 - 2011 FOUR-TRACK (90/30) CALENDAR

A TRACK: February 7, 8, 9, 10, 11, 2011
B TRACK: May 2, 3, 4, 5, 6, 2011
C TRACK: March 18, 21, 22, 23, 24, 2011
D TRACK: May 10, 11, 12, 13, 16, 2011

2010 - 2011 THREE-TRACK (Concept 6) CALENDAR

A TRACK: February 25, 28, 2011; March 1, 2, 3, 2011
B TRACK: April 26, 27, 28, 29, 2011; May 2, 2011
C TRACK: May 5, 6, 9, 10, 11, 2011

These days are to be utilized in the event of a district-wide emergency as needed.

APPENDIX E
2010-2011 SALARY TABLES AND RATES

1.0 Development Center Salary (V) Table: 2010-2011 rates continue the 2009-2010 rates. Approximate annual salaries and degree differentials in parentheses reflect 7 unpaid furlough days (254 paid days for A basis, 197 paid days for C basis, and 227 paid days for E basis) as agreed on March 27, 2010 by UTLA and the District.

Development Center Salary (V) Table: 2010-2011 rates continue the 2009-2010 rates.

Advancement* to Pay Scale Group	Pay Scale Group	Basis	PAY SCALE LEVEL 1	2	3	4	5
Minimum of 60 Semester Units	11V	C basis	$30,912 (29,851)	32,068 (30,968)	33,409 (32,263)	34,501 (33,317)	36,091 (34,853)
Minimum Plus 14 Points	12V	C basis	32,068 (30,968)	33,409 (32,263)	34,501 (33,317)	35,766 (34,539)	37,312 (36,032)
Minimum Plus 28 Points	13V	C basis	33,409 (32,263)	34,501 (33,317)	35,766 (34,539)	36,977 (35,708)	38,512 (37,191)
Bachelor's Degree	14V	C basis	34,501 (33,317)	35,766 (34,539)	36,977 (35,708)	38,177 (36,867)	39,799 (38,433)
BA + Restricted Severely Handicapped Credential	15V	C basis	35,766 (34,539)	36,977 (35,708)	38,177 (36,867)	39,453 (38,099)	41,161 (39,749)

2.0 **Early Education Center Salary (C) Table:** 2010-2011 rates continue the 2009-2010 rates. Approximate annual salaries and degree differentials in parentheses reflect 7 unpaid furlough days (254 paid days for A basis, 197 paid days for C basis, and 227 paid days for E basis) as agreed on March 27, 2010 by UTLA and the District.

Advancement* to Pay Scale Group	Pay Scale Group	Basis	PAY SCALE LEVEL 1	2	3	4	5
Minimum of 60 Semester Units	15C	A basis	39,037 (37,990)	40,531 (39,444)	42,233 (41,100)	43,685 (42,513)	45,704 (44,478)
		C basis	30,511 (29,464)	31,680 (30,593)	33,009 (31,876)	34,144 (32,972)	35,723 (34,497)
Minimum Plus 14 Points	16C	A basis	40,531 (39,444)	42,233 (41,100)	43,685 (42,513)	45,290 (44,075)	47,185 (45,920)
		C basis	31,679 (30,592)	33,009 (31,876)	34,144 (32,972)	35,399 (34,184)	36,880 (35,615)
Minimum Plus 28 Points	17C	A basis	42,233 (41,100)	43,685 (42,513)	45,290 (44,075)	46,769 (45,515)	48,734 (47,427)
		C basis	33,009 (31,876)	34,144 (32,972)	35,399 (34,184)	36,555 (35,301)	38,091 (36,784)
Bachelor's Degree	18C	A basis	43,685 (42,513)	45,290 (44,075)	46,769 (45,515)	48,291 (46,996)	50,352 (49,002)
		C basis	34,144 (32,972)	35,399 (34,184)	36,555 (35,301)	37,745 (36,450)	39,356 (38,006)
		E basis	39,165 (37,993)	40,605 (39,390)	41,931 (40,677)	43,296 (42,001)	45,144 (43,794)
BA + Elementary or Early Education Credential	19C	A basis	45,995 (44,761)	48,042 (46,754)	50,546 (49,190)	53,174 (51,748)	56,370 (54,858)
		C basis	35,950 (34,716)	37,550 (36,262)	39,507 (38,151)	41,561 (40,135)	44,059 (42,547)
			6	**7**	**8**	**9**	**10**
	19C (continued)	A basis	56,563 (55,046)	56,729 (55,208)	58,638 (57,065)	61,336 (59,691)	64,061 (62,343)
		C basis	44,210 (42,693)	44,340 (42,819)	45,832 (44,259)	47,941 (46,296)	50,071 (48,353)

*A point for advancement is a semester unit (or 1.5 quarter units) as defined by the University of California or its equivalent, as established by the Board of Education.

2.1 Eligible employees shall receive a career increment differential of $93 (A basis) or $73 (C basis) per month for the V & C Tables. To be eligible, the employee must have met pay scale level advancement requirements for five or more years while allocated to the maximum pay scale level and pay scale group of the V or C Table, or a higher rate while paid on another salary table.

The maximum pay scale level and pay scale group of the C Table is 19C05 or greater for purposes of the career increment (i.e., eligible after five or more years at 19C05-19C10, inclusive).

2010-2011 Development Center/Early Education Center Degree Differentials

Notes:
1. Effective 7/01/08, degree differentials are hourly rates paid as worked.
2. Annual amounts are applicable to employees working a full school year.

	MA Degree	DR Degree
A Basis annualized: 261 paid days	$747	1,494
(A Basis annualized with 7 furlough days: 254 paid days)	(727)	(1,454)
C Basis (6 hour) annualized: 204 paid days	584	1,168
(C Basis (6 hour) annualized with 7 furlough days: 197 paid days)	(564)	(1,128)
C Basis (8 hour) annualized: 204 paid days	584	1,168
(C Basis (8 hour) annualized with 7 furlough days: 197 paid days)	(564)	(1,128)
E Basis (8 hour) annualized: 234 paid days	670	1,339
(E Basis (8 hour) annualized with 7 furlough days: 227 paid days)	(650)	(1,299)

APPENDIX E
2010-2011 SALARY TABLES AND RATES

3.0 Preparation Salary (T and L) Tables

3.1 Preparation Salary (T) Table (Regular Credentials): 2010-2011 rates continue the 2009-2010 rates. Approximate annual salaries in parentheses reflect 7 unpaid furlough days (197 paid days for C basis, 214 paid days for B basis, and 254 paid days for A basis) as agreed on March 27, 2010 by UTLA and the District. This table applies only to employees holding regular credentials (i.e., non-emergency, non-intern) and a Bachelor's Degree, or possession of certain vocational or industrial arts credentials.

PAY SCALE GROUP		PAY SCALE LEVEL									
Points*		1	2	3	4	5	6	7	8	9	10
20	C Basis	$45,637	45,692	46,178	46,665	46,719	46,794	48,135	49,260	50,957	52,406
		(44,071)	(44,124)	(44,593)	(45,064)	(45,116)	(45,188)	(46,483)	(47,570)	(49,208)	(50,608)
(Minimum)	B Basis	49,441	49,499	50,026	50,553	50,612	50,694	52,146	53,364	55,203	56,773
		(47,875)	(47,931)	(48,441)	(48,952)	(49,009)	(49,088)	(50,494)	(51,674)	(53,454)	(54,975)
	A Basis	58,416	58,485	59,108	59,731	59,800	59,897	61,613	63,052	65,225	67,079
		(56,849)	(56,916)	(57,523)	(58,129)	(58,196)	(58,291)	(59,961)	(61,361)	(63,476)	(65,280)
21	C Basis	45,692	46,178	46,665	46,719	46,794	48,600	49,260	51,465	52,946	54,709
		(44,124)	(44,593)	(45,064)	(45,116)	(45,188)	(46,932)	(47,570)	(49,699)	(51,129)	(52,832)
(+ 14 points)	B Basis	49,499	50,026	50,553	50,612	50,694	52,650	53,364	55,754	57,359	59,268
		(47,931)	(48,441)	(48,952)	(49,009)	(49,088)	(50,982)	(51,674)	(53,988)	(55,542)	(57,391)
	A Basis	58,485	59,108	59,731	59,800	59,897	62,208	63,052	65,875	67,771	70,027
		(56,916)	(57,523)	(58,129)	(58,196)	(58,291)	(60,540)	(61,361)	(64,108)	(65,953)	(68,149)
22	C Basis	46,178	46,232	46,719	46,794	48,384	50,265	51,963	53,476	55,011	57,552
		(44,593)	(44,646)	(45,116)	(45,188)	(46,724)	(48,540)	(50,180)	(51,641)	(53,123)	(55,577)
(+ 28 points)	B Basis	50,026	50,085	50,612	50,694	52,416	54,454	56,293	57,933	59,596	62,348
		(48,441)	(48,499)	(49,009)	(49,088)	(50,756)	(52,729)	(54,510)	(56,098)	(57,708)	(60,373)
	A Basis	59,108	59,177	59,800	59,897	61,931	64,339	66,512	68,450	70,415	73,667
		(57,523)	(57,590)	(58,196)	(58,291)	(60,270)	(62,613)	(64,728)	(66,614)	(68,526)	(71,691)
23	C Basis	46,232	46,719	46,794	48,384	50,049	51,995	53,995	55,541	57,163	60,601
		(44,646)	(45,116)	(45,188)	(46,724)	(48,332)	(50,211)	(52,142)	(53,635)	(55,202)	(58,522)
(+ 42 points)	B Basis	50,085	50,612	50,694	52,416	54,219	56,328	58,495	60,170	61,927	65,651
		(48,499)	(49,009)	(49,088)	(50,756)	(52,502)	(54,544)	(56,642)	(58,264)	(59,966)	(63,572)
	A Basis	59,177	59,800	59,897	61,931	64,062	66,553	69,114	71,093	73,169	77,570
		(57,590)	(58,196)	(58,291)	(60,270)	(62,344)	(64,768)	(67,260)	(69,186)	(71,207)	(75,490)
24	C Basis	46,719	46,794	48,384	50,049	51,995	54,028	56,103	57,714	59,693	63,553
		(45,116)	(45,188)	(46,724)	(48,332)	(50,211)	(52,174)	(54,178)	(55,734)	(57,645)	(61,372)
(+ 56 points)	B Basis	50,612	50,694	52,416	54,219	56,328	58,530	60,779	62,524	64,668	68,849
		(49,009)	(49,088)	(50,756)	(52,502)	(54,544)	(56,676)	(58,854)	(60,544)	(62,620)	(66,668)
	A Basis	59,800	59,897	61,931	64,062	66,553	69,155	71,812	73,874	76,407	81,348
		(58,196)	(58,291)	(60,270)	(62,344)	(64,768)	(67,300)	(69,886)	(71,893)	(74,358)	(79,166)
25	C Basis	46,794	48,384	49,768	52,622	54,666	56,806	58,277	60,082	62,418	66,570
		(45,188)	(46,724)	(48,060)	(50,816)	(52,790)	(54,857)	(56,277)	(58,020)	(60,276)	(64,286)
(+ 70 points)	B Basis	50,694	52,416	53,915	57,007	59,221	61,540	63,133	65,089	67,619	72,117
		(49,088)	(50,756)	(52,207)	(55,201)	(57,345)	(59,591)	(61,133)	(63,027)	(65,477)	(69,833)
	A Basis	59,897	61,931	63,702	67,356	69,972	72,712	74,594	76,905	79,895	85,209
		(58,291)	(60,270)	(61,994)	(65,550)	(68,095)	(70,762)	(72,593)	(74,842)	(77,752)	(82,924)
26	C Basis	48,600	50,006	51,465	54,720	56,850	59,077	60,558	62,666	65,153	69,521
		(46,932)	(48,290)	(49,699)	(52,842)	(54,899)	(57,050)	(58,480)	(60,516)	(62,917)	(67,135)
(+ 84 points)	B Basis	52,650	54,173	55,754	59,280	61,587	64,000	65,605	67,889	70,583	75,315
		(50,982)	(52,457)	(53,988)	(57,402)	(59,636)	(61,973)	(63,527)	(65,739)	(68,347)	(72,929)
	A Basis	62,208	64,007	65,875	70,041	72,767	75,618	77,514	80,213	83,396	88,987
		(60,540)	(62,290)	(64,108)	(68,163)	(70,815)	(73,590)	(75,435)	(78,062)	(81,159)	(86,600)
27^	C Basis	49,681	51,984	53,498	56,914	59,131	61,445	62,915	65,294	67,878	72,592
		(47,976)	(50,200)	(51,662)	(54,961)	(57,102)	(59,337)	(60,756)	(63,054)	(65,549)	(70,101)
(+ 98 points)	B Basis	53,821	56,316	57,956	61,657	64,058	66,565	68,158	70,735	73,534	78,641
		(52,116)	(54,532)	(56,120)	(59,704)	(62,029)	(64,457)	(65,999)	(68,495)	(71,205)	(76,150)
	A Basis	63,592	66,540	68,477	72,850	75,687	78,649	80,531	83,576	86,883	92,917
		(61,886)	(64,755)	(66,640)	(70,896)	(73,657)	(76,540)	(78,371)	(81,334)	(84,553)	(90,425)

Additional Pay Scale Levels

		11	12	13	14
(continued)	C Basis	72,938	73,251	73,587	73,900
		(70,435)	(70,737)	(71,062)	(71,364)
27	B Basis	79,016	79,356	79,719	80,058
		(76,513)	(76,842)	(77,194)	(77,522)
(+ 98 points)	A Basis	93,360	93,762	94,191	94,592
		(90,856)	(91,247)	(91,665)	(92,055)

Refer to the District-UTLA Collective Bargaining Agreement, Articles XIV, XV, and Appendix E for rules and requirements regarding salary, including, but not limited to: rating-in, pay scale level, pay scale group, placement and advancement, salary point credit, differentials, staff development, career increments, and employee filing of required documents, etc.

* A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education.
^ Rating-in limit is Pay Scale Group 27, Pay Scale Level 10.

APPENDIX E
2010-2011 SALARY TABLES RATES

3.2 2010-2011 PREPARATION SALARY (T) TABLE (Continued)

Degree Differentials:

Effective 7/01/08, degree differentials are hourly rates paid as worked.

	MA Degree	DR Degree
C Basis (6 hour)	$584	1,168
	(564)	(1,128)
C Basis (8 hour)	584	1,168
	(564)	(1,128)
B Basis	632	1,265
	(612)	(1,225)
A Basis	747	1,494
	(727)	(1,454)

Maximum Rates With Career Increments:

First Career Increment (completed 27T14)*
Pay Scale Group C1, Pay Scale Level 15-19

		1st CI + MA	1st CI + DR
C Basis	75,024	75,608	76,192
	(72,450)	(73,014)	(73,578)
B Basis	81,276	81,908	82,541
	(78,702)	(79,314)	(79,927)
A Basis	96,031	96,778	97,525
	(93,455)	(94,182)	(94,909)

Second Career Increment (after 5 yrs on first C. I.)
Pay Scale Group C2, Pay Scale Level 20-24

		2nd CI + MA	2nd CI + DR
C Basis	75,597	76,181	76,765
	(73,003)	(73,567)	(74,131)
B Basis	81,897	82,529	83,162
	(79,303)	(79,915)	(80,528)
A Basis	96,765	97,512	98,259
	(94,170)	(94,897)	(95,624)

Third Career Increment (after 5 yrs on second C. I.)
Pay Scale Group C3, Pay Scale Level 25-29

		3rd CI + MA	3rd CI + DR
C Basis	77,598	78,182	78,766
	(74,935)	(75,499)	(76,063)
B Basis	84,064	84,696	85,329
	(81,401)	(82,013)	(82,626)
A Basis	99,325	100,072	100,819
	(96,661)	(97,388)	(98,115)

Fourth Career Increment (after 5 yrs on third C. I.)
Pay Scale Group C4, Pay Scale Level 30+

		4th CI + MA	4th CI + DR
C Basis	78,906	79,490	80,074
	(76,198)	(76,762)	(77,326)
B Basis	85,481	86,113	86,746
	(82,773)	(83,385)	(83,998)
A Basis	101,000	101,747	102,494
	(98,291)	(99,018)	(99,745)

3.3 An employee with a master's degree (MA) and a doctor's degree (DR) or equivalent degree shall receive the doctor's differential only.

For employees working a complete school year, the following is applicable:

A basis Annualized: 261 paid days; 2,088 hours (A basis 7 furlough days: 254 paid days; 2,032 hours annual).
B basis Annualized: 221 paid days; 1,768 hours (B basis 7 furlough days: 214 paid days; 1,712 hours annual).
C basis Annualized: 204 paid days; 1,224 hours (6 hours) 1,632 hours annual (8 hours). (C basis 7 furlough days: 197 paid days; 1,182 hours annual (6 hrs); 1,572 hours annual (8 hrs).

*To qualify for the first career increment, the teacher must have been paid on the maximum pay scale group (PS Group 27) and pay scale level

APPENDIX
2010-2011 SALARY TABLES AND RATES

3.4 Preparation Salary (L) Table (Alternative Certification): 2010-2011 rates continue the 2009-2010 rates. Approximate annual salaries in parentheses reflect 7 unpaid furlough days (197 paid days for C basis, 214 paid days for B basis, and 254 paid days for A basis) as agreed on March 27, 2010 by UTLA and the District. This table applies only to employees who hold a Bachelor's degree and alternative certification (i.e., emergency, intern), not regular credentials.

PAY SCALE GROUP		PAY SCALE LEVEL										
Points**		1	2	*	3	4	5	6	7	8	9	10
20	C Basis	$39,788	39,788		39,788	40,480	42,567	43,010	44,340	45,832	47,940	50,070
		(38,423)	(38,423)		(38,423)	(39,091)	(41,106)	(41,534)	(42,819)	(44,259)	(46,295)	(48,352)
(Minimum)	B Basis	43,104	43,104		43,104	43,854	46,114	46,594	48,035	49,651	51,936	54,243
		(41,739)	(41,739)		(41,739)	(42,465)	(44,653)	(45,118)	(46,514)	(48,078)	(50,291)	(52,525)
	A Basis	50,929	50,929		50,929	51,815	54,486	55,053	56,755	58,665	61,364	64,090
		(49,563)	(49,563)		(49,563)	(50,425)	(53,025)	(53,576)	(55,233)	(57,092)	(59,718)	(62,371)
21	C Basis	39,788	39,788		40,134	41,713	43,367	44,978	46,686	48,373	50,027	52,265
		(38,423)	(38,423)		(38,757)	(40,282)	(41,879)	(43,435)	(45,084)	(46,713)	(48,310)	(50,472)
(+ 14 points)	B Basis	43,104	43,104		43,479	45,189	46,981	48,726	50,577	52,404	54,196	56,621
		(41,739)	(41,739)		(42,102)	(43,758)	(45,493)	(47,183)	(48,975)	(50,744)	(52,479)	(54,828)
	A Basis	50,929	50,929		51,372	53,392	55,510	57,572	59,758	61,917	64,035	66,899
		(49,563)	(49,563)		(49,994)	(51,960)	(54,021)	(56,028)	(58,155)	(60,256)	(62,318)	(65,105)
22	C Basis	39,788	40,134		41,778	43,637	45,400	47,259	49,032	50,935	52,719	54,979
		(38,423)	(38,757)		(40,344)	(42,140)	(43,842)	(45,637)	(47,350)	(49,187)	(50,910)	(53,092)
(+ 28 points)	B Basis	43,104	43,479		45,259	47,274	49,183	51,198	53,118	55,180	57,113	59,561
		(41,739)	(42,102)		(43,825)	(45,777)	(47,625)	(49,576)	(51,436)	(53,432)	(55,304)	(57,674)
	A Basis	50,929	51,372		53,475	55,856	58,111	60,492	62,761	65,197	67,481	70,373
		(49,563)	(49,994)		(52,041)	(54,358)	(56,552)	(58,870)	(61,078)	(63,448)	(65,671)	(68,486)
23	C Basis	40,134	41,745		43,637	45,529	47,562	49,519	51,465	53,390	55,347	57,898
		(38,757)	(40,313)		(42,140)	(43,967)	(45,930)	(47,820)	(49,699)	(51,558)	(53,448)	(55,911)
(+ 42 points)	B Basis	43,479	45,224		47,274	49,323	51,526	53,646	55,754	57,839	59,959	62,723
		(42,102)	(43,792)		(45,777)	(47,761)	(49,894)	(51,947)	(53,988)	(56,007)	(58,060)	(60,736)
	A Basis	51,372	53,434		55,856	58,278	60,879	63,384	65,875	68,339	70,844	74,110
		(49,994)	(52,001)		(54,358)	(56,715)	(59,246)	(61,684)	(64,108)	(66,506)	(68,944)	(72,122)
24	C Basis	41,745	43,345		45,400	47,562	49,605	51,735	53,844	55,887	58,071	60,720
		(40,313)	(41,858)		(43,842)	(45,930)	(47,903)	(49,960)	(51,996)	(53,969)	(56,078)	(58,636)
(+ 56 points)	B Basis	45,224	46,957		49,183	51,526	53,739	56,047	58,331	60,545	62,911	65,780
		(43,792)	(45,470)		(47,625)	(49,894)	(52,037)	(54,272)	(56,483)	(58,627)	(60,918)	(63,696)
	A Basis	53,434	55,482		58,111	60,879	63,495	66,221	68,920	71,536	74,331	77,722
		(52,001)	(53,994)		(56,552)	(59,246)	(61,792)	(64,445)	(67,072)	(69,617)	(72,337)	(75,638)
25	C Basis	43,194	45,010		47,303	49,519	51,746	54,006	56,266	58,450	60,709	63,596
		(41,712)	(43,466)		(45,680)	(47,820)	(49,970)	(52,153)	(54,335)	(56,444)	(58,626)	(61,414)
(+ 70 points)	B Basis	46,793	48,761		51,244	53,646	56,058	58,506	60,954	63,321	65,769	68,896
		(45,311)	(47,217)		(49,621)	(51,947)	(54,282)	(56,653)	(59,023)	(61,315)	(63,686)	(66,714)
	A Basis	55,288	57,613		60,547	63,384	66,235	69,128	72,020	74,816	77,708	81,403
		(53,805)	(56,068)		(58,923)	(61,684)	(64,459)	(67,274)	(70,088)	(72,809)	(75,624)	(79,220)
26	C Basis	44,913	46,686		49,043	51,465	53,844	56,277	58,612	60,958	63,380	66,429
		(43,372)	(45,084)		(47,360)	(49,699)	(51,996)	(54,346)	(56,601)	(58,866)	(61,205)	(64,150)
(+ 84 points)	B Basis	48,656	50,577		53,130	55,754	58,331	60,966	63,496	66,038	68,662	71,965
		(47,115)	(48,975)		(51,447)	(53,988)	(56,483)	(59,035)	(61,485)	(63,946)	(66,487)	(69,686)
	A Basis	57,489	59,758		62,775	65,875	68,920	72,034	75,023	78,026	81,126	85,029
		(55,947)	(58,155)		(61,091)	(64,108)	(67,072)	(70,102)	(73,011)	(75,933)	(78,950)	(82,749)
27	C Basis	46,221	48,373		50,935	53,390	55,909	58,482	60,969	63,510	66,029	69,359
		(44,635)	(46,713)		(49,187)	(51,558)	(53,991)	(56,475)	(58,877)	(61,331)	(63,763)	(66,979)
(+ 98 points)	B Basis	50,073	52,404		55,180	57,839	60,568	63,356	66,050	68,802	71,531	75,139
		(48,487)	(50,744)		(53,432)	(56,007)	(58,650)	(61,349)	(63,958)	(66,623)	(69,265)	(72,759)
	A Basis	59,163	61,917		65,197	68,339	71,563	74,857	78,040	81,292	84,517	88,779
		(57,576)	(60,256)		(63,448)	(66,506)	(69,644)	(72,849)	(75,947)	(79,112)	(82,250)	(86,398)

Additional Pay Scale Levels

		11	12	13	14
(continued)	C Basis	69,683	69,986	70,289	70,602
		(67,292)	(67,585)	(67,877)	(68,179)
27	B Basis	75,490	75,818	76,146	76,486
		(73,099)	(73,417)	(73,734)	(74,063)
(+ 98 points)	A Basis	89,195	89,582	89,970	90,371
		(86,803)	(87,179)	(87,557)	(87,947)

Refer to the District-UTLA Collective Bargaining Agreement, Articles XIV, XV, and Appendix E for rules and requirements regarding salary, including, but not limited to: rating-in, pay scale level, pay scale group, placement and advancement, salary point credit, differentials, staff development, career increments, and employee filing of required documents, etc.

* Rating-in limit for employees with a provisional contract; however, employees are eligible for annual pay scale group/pay scale level advances.
** A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education.

Personnel Research & Analysis: Salary Tables/2010-2011 Salary Tables/7 Furlough Days/T L Table Pages 1-4.xls: L Table Page 3 12/03/10

APPENDIX E

2010-2011 SALRY TABLES AND RATES

3.5 2010-2011 PREPARATION SALARY (L) TABLE (Continued)

Degree Differentials:

Effective 7/01/08, degree differentials are hourly rates paid as worked.

	MA Degree	DR Degree
C Basis (6 hour)	$584	1,168
	(564)	(1,128)
C Basis (8 hour)	584	1,168
	(564)	(1,128)
B Basis	632	1,265
	(612)	(1,225)
A Basis	747	1,494
	(727)	(1,454)

Maximum Rates With Career Increments:

First Career Increment (completed 27L14)*
Pay Scale Group C1, Pay Scale Level 15-19

		1st CI + MA	1st CI + DR
C Basis	71,662	72,246	72,830
	(69,203)	(69,767)	(70,331)
B Basis	77,634	78,266	78,899
	(75,175)	(75,787)	(76,400)
A Basis	91,727	92,474	93,221
	(89,267)	(89,994)	(90,721)

Second Career Increment (after 5 yrs on first C. I.)
Pay Scale Group C2, Pay Scale Level 20-24

		2nd CI + MA	2nd CI + DR
C Basis	72,213	72,797	73,381
	(69,735)	(70,299)	(70,863)
B Basis	78,231	78,863	79,496
	(75,753)	(76,365)	(76,978)
A Basis	92,433	93,180	93,927
	(89,954)	(90,681)	(91,408)

Third Career Increment (after 5 yrs on second C. I.)
Pay Scale Group C3, Pay Scale Level 25-29

		3rd CI + MA	3rd CI + DR
C Basis	73,457	74,041	74,625
	(70,936)	(71,500)	(72,064)
B Basis	79,578	80,210	80,843
	(77,057)	(77,669)	(78,282)
A Basis	94,025	94,772	95,519
	(91,503)	(92,230)	(92,957)

Fourth Career Increment (after 5 yrs on third C. I.)
Pay Scale Group C4, Pay Scale Level 30+

		4th CI + MA	4th CI + DR
C Basis	74,722	75,306	75,890
	(72,158)	(72,722)	(73,286)
B Basis	80,949	81,581	82,214
	(78,385)	(78,997)	(79,610)
A Basis	95,644	96,391	97,138
	(93,079)	(93,806)	(94,533)

3.6 An employee with a master's degree (MA) and a doctor's degree (DR) or equivalent degree shall receive the doctor's differential only.

For employees working a complete school year, the following is applicable:

3.7 A basis Annualized: 261 paid days; 2,088 hours (A basis 7 furlough days: 254 paid days; 2,032 hours annual).
B basis Annualized: 221 paid days; 1,768 hours (B basis 7 furlough days: 214 paid days; 1,712 hours annual).
C basis Annualized: 204 paid days; 1,224 hours (6 hours) 1,632 hours annual (8 hours). (C basis 7 furlough days: 197 paid days; 1,182 hours annual (6 hrs); 1,572 hours annual (8 hrs).

3.8 In accordance with Section 44462 of the Education Code, a teacher whose services are authorized by an internship credential may be paid seven-eighths of the rate to which entitled rounded to the nearest dollar, unless the training program in question requires the full rate.

3.9 Categorical Limited Contract teachers are paid on Pay Scale Group 20 only, Pay Scale Level 1 - 10.

*To qualify for the first career increment, the teacher must have been paid on the maximum pay scale group (PS Group 27) and pay scale level (PS Level 10-14) for five qualifying years. The two semester unit "recency" requirement was eliminated effective April 26, 2005.

APPENDIX E

2010-2011 SALARY TABLES AND RATES

4.0 Special Services Salary (D) Table: 2010-2011 rates continue the 2009-2010 rates. Approximate annual salaries in parentheses reflect 7 unpaid furlough days (254 paid days for A basis, 227 paid days for E basis, 214 paid days for B basis, 207 paid days for K basis, and 197 paid days for C basis) as agreed on March 27, 2010 by UTLA and the District.

PAY SCALE GROUP		PAY SCALE LEVEL									
Points		1		2		3		4		5	
10D	B basis	$37,060	(35,886)	39,121	(37,882)	41,241	(39,935)	43,537	(42,158)	45,810	(44,359)
	C basis	34,209	(33,035)	36,112	(34,873)	38,069	(36,763)	40,188	(38,809)	42,285	(40,834)
11D	B basis	38,103	(36,896)	40,234	(38,960)	42,389	(41,046)	44,662	(43,247)	47,098	(45,606)
	C basis	35,172	(33,965)	37,139	(35,865)	39,129	(37,786)	41,226	(39,811)	43,475	(41,983)
12D	B basis	39,121	(37,882)	41,241	(39,935)	43,537	(42,158)	45,810	(44,359)	48,410	(46,877)
	C basis	36,112	(34,873)	38,069	(36,763)	40,188	(38,809)	42,285	(40,834)	44,686	(43,153)
13D	B basis	40,234	(38,960)	42,389	(41,046)	44,662	(43,247)	47,098	(45,606)	49,792	(48,215)
	C basis	37,139	(35,865)	39,129	(37,786)	41,226	(39,811)	43,475	(41,983)	45,962	(44,385)
14D	B basis	41,241	(39,935)	43,537	(42,158)	45,810	(44,359)	48,410	(46,877)	51,127	(49,508)
	C basis	38,069	(36,763)	40,188	(38,809)	42,285	(40,834)	44,686	(43,153)	47,194	(45,575)
15D	B basis	42,389	(41,046)	44,662	(43,247)	47,098	(45,606)	49,792	(48,215)	52,509	(50,846)
	C basis	39,129	(37,786)	41,226	(39,811)	43,475	(41,983)	45,962	(44,385)	48,471	(46,808)
16D	B basis	43,537	(42,158)	45,810	(44,359)	48,410	(46,877)	51,127	(49,508)	53,973	(52,263)
	C basis	40,188	(38,809)	42,285	(40,834)	44,686	(43,153)	47,194	(45,575)	49,822	(48,112)
17D	B basis	44,662	(43,247)	47,098	(45,606)	49,792	(48,215)	52,509	(50,846)	55,496	(53,738)
	C basis	41,226	(39,811)	43,475	(41,983)	45,962	(44,385)	48,471	(46,808)	51,228	(49,470)
18D	B basis	45,810	(44,359)	48,410	(46,877)	51,127	(49,508)	53,973	(52,263)	57,030	(55,224)
	C basis	42,285	(40,834)	44,686	(43,153)	47,194	(45,575)	49,822	(48,112)	52,644	(50,838)
19D	B basis	47,098	(45,606)	49,792	(48,215)	52,509	(50,846)	55,496	(53,738)	58,530	(56,676)
	C basis	43,475	(41,983)	45,962	(44,385)	48,471	(46,808)	51,228	(49,470)	54,027	(52,173)
20D	B basis	48,410	(46,877)	51,127	(49,508)	53,973	(52,263)	57,030	(55,224)	60,182	(58,276)
	C basis	44,686	(43,153)	47,194	(45,575)	49,822	(48,112)	52,644	(50,838)	55,552	(53,646)
21D	B basis	49,792	(48,215)	52,509	(50,846)	55,496	(53,738)	58,530	(56,676)	61,856	(59,897)
	C basis	45,962	(44,385)	48,471	(46,808)	51,228	(49,470)	54,027	(52,173)	57,098	(55,139)
22D	B basis	51,127	(49,508)	53,973	(52,263)	57,030	(55,224)	60,182	(58,276)	63,730	(61,711)
	C basis	47,194	(45,575)	49,822	(48,112)	52,644	(50,838)	55,552	(53,646)	58,828	(56,809)
23D	B basis	52,439	(50,778)	55,344	(53,591)	58,436	(56,585)	61,763	(59,807)	65,370	(63,299)
	C basis	48,405	(46,744)	51,087	(49,334)	53,941	(52,090)	57,012	(55,056)	60,342	(58,271)
28D	B basis	58,073	(56,234)	61,376	(59,432)	64,773	(62,721)	68,381	(66,215)	72,210	(69,923)
	C basis	53,606	(51,767)	56,655	(54,711)	59,790	(57,738)	63,121	(60,955)	66,656	(64,369)
29D	B basis	59,771	(57,878)	63,086	(61,088)	66,553	(64,445)	70,278	(68,052)	74,179	(71,829)
	C basis	55,174	(53,281)	58,233	(56,235)	61,433	(59,325)	64,872	(62,646)	68,473	(66,123)
30D	B basis	61,376	(59,432)	64,773	(62,721)	68,381	(66,215)	72,210	(69,923)	76,299	(73,882)
	C basis	56,655	(54,711)	59,790	(57,738)	63,121	(60,955)	66,656	(64,369)	70,430	(68,013)
31D	B basis	63,086	(61,088)	66,553	(64,445)	70,278	(68,052)	74,179	(71,829)	78,454	(75,969)
	C basis	58,233	(56,235)	61,433	(59,325)	64,872	(62,646)	68,473	(66,123)	72,419	(69,934)
32D	B basis	64,773	(62,721)	68,381	(66,215)	72,210	(69,923)	76,299	(73,882)	80,644	(78,090)
	C basis	59,790	(57,738)	63,121	(60,955)	66,656	(64,369)	70,430	(68,013)	74,441	(71,887)
33D	A basis	78,599	(76,491)	82,943	(80,718)	87,577	(85,228)	92,653	(90,168)	97,883	(95,258)
	E basis	70,468	(68,360)	74,362	(72,137)	78,517	(76,168)	83,069	(80,584)	87,756	(85,131)
	B basis	66,553	(64,445)	70,231	(68,006)	74,155	(71,806)	78,454	(75,969)	82,881	(80,256)
	K basis	64,445	(62,337)	68,007	(65,782)	71,807	(69,458)	75,969	(73,484)	80,256	(77,631)
	C basis	61,433	(59,325)	64,828	(62,604)	68,451	(66,102)	72,419	(69,934)	76,505	(73,880)

Personnel Research & Analysis: Salary Tables/2010-2011 Salary Tables/APPENDIX E.xls: D Table 12/03/10

APPENDIX E
2010-2011 SALARY TABLES AND RATES

4.0 2010-2011 SPECIAL SERVICES SALARY (D) TABLE (Continued)

PAY SCALE GROUP		PAY SCALE LEVEL									
Points		1		2		3		4		5	
34D	A basis	80,757	(78,591)	85,280	(82,993)	90,108	(87,691)	95,240	(92,686)	100,455	(97,761)
	E basis	72,403	(70,237)	76,458	(74,171)	80,787	(78,370)	85,388	(82,834)	90,063	(87,369)
	B basis	68,381	(66,215)	72,210	(69,923)	76,299	(73,882)	80,644	(78,090)	85,060	(82,366)
	K basis	66,215	(64,049)	69,924	(67,637)	73,882	(71,465)	78,090	(75,536)	82,365	(79,671)
	C basis	63,121	(60,955)	66,656	(64,369)	70,430	(68,013)	74,441	(71,887)	78,516	(75,822)
35D	A basis	82,998	(80,772)	87,605	(85,255)	92,653	(90,168)	97,910	(95,284)	103,347	(100,575)
	B basis	70,278	(68,052)	74,179	(71,829)	78,454	(75,969)	82,905	(80,279)	87,508	(84,736)
	K basis	68,052	(65,826)	71,829	(69,479)	75,969	(73,484)	80,279	(77,653)	84,736	(81,964)
36D	A basis	85,280	(82,993)	90,108	(87,691)	95,240	(92,686)	100,455	(97,761)	106,320	(103,469)
	B basis	72,210	(69,923)	76,299	(73,882)	80,644	(78,090)	85,060	(82,366)	90,026	(87,174)
37D	A basis	87,605	(85,255)	92,653	(90,168)	97,910	(95,284)	103,347	(100,575)	109,239	(106,309)
38D	A basis	90,108	(87,691)	95,240	(92,686)	100,455	(97,761)	106,320	(103,469)	112,171	(109,163)
38D	E basis	80,786	(78,370)	85,388	(82,833)	90,063	(87,369)	95,321	(92,470)	100,567	(97,559)
39D	A basis	92,653	(90,168)	97,910	(95,284)	103,347	(100,575)	109,239	(106,309)	115,353	(112,259)
40D	A basis	95,240	(92,686)	100,455	(97,761)	106,320	(103,469)	112,171	(109,163)	118,577	(115,397)

First Career Increment - Pay Scale Group D, Pay Scale Levels 11-15

A Basis Annualized	E Basis Annualized	B Basis Annualized	K Basis Annualized	C Basis Annualized
2,767	2,480	2,343	2,268	2,162
(2,693)	(2,406)	(2,269)	(2,194)	(2,088)

Second Career Increment - Pay Scale Group D, Pay Scale Levels 21-25

A Basis Annualized	E Basis Annualized	B Basis Annualized	K Basis Annualized	C Basis Annualized
3,430	3,076	2,904	2,813	2,682
(3,338)	(2,984)	(2,812)	(2,721)	(2,590)

Third Career Increment - Pay Scale Group D, Pay Scale Levels 31-35

A Basis Annualized	E Basis Annualized	B Basis Annualized	K Basis Annualized	C Basis Annualized
4,925	4,415	4,170	4,038	3,849
(4,793)	(4,283)	(4,038)	(3,906)	(3,717)

Fourth Career Increment - Pay Scale Group D, Pay Scale Levels 41-45

A Basis Annualized	E Basis Annualized	B Basis Annualized	K Basis Annualized	C Basis Annualized
6,405	5,742	5,423	5,251	5,006
(6,233)	(5,570)	(5,251)	(5,079)	(4,834)

Doctorate Degree - Effective 7/01/08, degree differentials are hourly rates paid as worked.

A Basis Annualized	E Basis Annualized	B Basis Annualized	K Basis Annualized	C Basis Annualized
1,494	1,339	1,265	1,225	1,168
(1,454)	(1,299)	(1,225)	(1,185)	(1,128) (6 hour)
				(1,128) (8 hour)

4.1 An employee who is reassigned from a monthly payment rate salary table to the Special Services Salary Table shall be allocated to the rate on the new pay scale group which is next above the rate to which entitled on the employee's former table, including degree and responsibility differentials and career increment. An employee returning to the same pay scale group within the same school year shall not be allocated to a higher pay scale level than that to which previously entitled during that same school year. An employee returning to a pay scale group on this table within 39 months will be placed on the employee's former pay scale level if it is to the employee's advantage. An employee reassigned to a class allocated to the same pay scale group as that of the former class shall be allocated to the same pay scale level. An employee reassigned to a class allocated to a higher pay scale group than that of the employee's former class shall be allocated to the next higher rate on such higher pay scale group.

4.2 An employee who is promoted to a class on the Special Services Salary Table with a higher maximum rate than that of the former monthly payment rate classification shall have the pay scale level placement recomputed pursuant to Section 4.1 of Appendix E of the District/UTLA Agreement if the salary to which the employee would have been entitled in the former class is increased within three calendar months of the reassignment to the higher class.

Note: For employees working a complete school year, the following is applicable:

A basis Annualized:	261 paid days; 2,088 hours	(A basis 7 furlough days:	254 paid days; 2,032 hours annual).
E basis Annualized:	234 paid days; 1,872 hours	(E basis 7 furlough days:	227 paid days; 1,816 hours annual).
B basis Annualized:	221 paid days; 1,768 hours	(B basis 7 furlough days:	214 paid days; 1,712 hours annual).
K basis Annualized:	214 paid days; 1,712 hours	(K basis 7 furlough days:	207 paid days; 1,656 hours annual).
C basis Annualized:	204 paid days 1,224 hours (6 hours) 1,632 hours annual (8 hours).	(C basis 7 furlough days:	197 paid days; 1,182 hours annual (6 hours); 1,572 hours annual (8 hours).

Personnel Research & Analysis: Salary Tables/2010-2011 Salary Tables/APPENDIX E.xls: D Table 12/03/10

APPENDIX E
2010-2011 SALARY TABLES AND RATES

5.0 HOURLY RATE (THR) SCHEDULE: 2010-2011 rates continue the 2009-2010 rates.

Pay Scale Level						
A	B	C	1	2	3	4*
$38.65820	40.68280	42.82400	45.45280	47.55160	49.93660	50.48780

*Applicable to all employees with 10 consecutive years or more of Adult Education service who are eligible for pay scale level advancement. Based on an agreement with UTLA on September 21, 2009, Step 4 is adjusted to $50.48780, retroactive to 7/01/06.

Adult Nonclassroom Assignment, School-Based (0816)
Adult Teacher, Academic Instruction (0805)
Adult Teacher, Adults with Disabilities (0804)
Adult Teacher, ESL (0803)
Adult Teacher, Hourly Rate (0801)
Adult Teacher, Intersession (0814)
Adult Teacher, Parenting & Family Life (0808)
Adult Teacher, Program for Older Adults (0809)
Adult Teacher, Public or Private Contract (0838)
Adult Teacher, Temporary Classes (0810)
Adult Teacher-Adviser (0867)
Adult Teacher-Counselor (0864)
Adviser, Adult Resource, Nonschool Assignment (0827)
Adviser, Adult Resource, ROC/ROP School Assignment (0828)
Adviser, Adult Resource, School Assignment (0826)
Adviser, Registration, Hourly Schedule (0947)
Continuation Teacher, Hourly Rate (0831)
Regional Occupational Contract Teacher (0829)
Temporary Adviser, Hourly Schedule (0800)
Temporary Resource Teacher, Hourly (0825)

2010-2011 FLAT HOURLY RATES

6.0 FLAT HOURLY RATES: 2010-2011 rates continue the 2008-2009 rates.

Adult Teacher, Hourly Rate, Day-to-Day Substitute (0806)	$45.45280
Adult Teacher, Public or Private Contract, Day-to-Day Substitute (0835)	45.45280
Adult Teacher, Public or Private Contract, Day-to-Day Substitute (0836)	38.65820
Adult Teacher, Flat Rate, Day-to-Day Substitute (0811)**	38.65820
Adult Teacher, Staff Development, Rate 1 (0807)	45.45280
Adult Teacher, Staff Development, Rate A (0815)	38.65820
Differential, JTPA Work Experience (0916)	18.44000
Elementary Supervision, Voluntary (0926)	30.78240
Extended Counseling Assignment/Advisement, Hourly (0913)	40.83120
Extended Teaching Assignment, Hourly (0921)	31.55620

Note: Chest Specialist and Psychiatrist moved to Page 13 (S8).

2010-2011 REGULAR (HOURLY) SCHEDULE RATES

7.0 REGULAR (HOURLY) SCHEDULE RATES: Employees in the following assignments are paid their regular hourly rate for the time actually served.

Advanced Placement Teacher Stipend (0936)
Auxiliary Teacher (0915, 0924)
Elementary Supervision, Non-voluntary (0927)
Teacher, Supplementary Home Teacher (0922) (previously 0922,0923)
Night Continuation High School (Regular Program) Teacher (0833)
Registration Adviser (0948, 0949, 0950)
Replacement Teacher (No class code)

2010-2011 THR SCHEDULE, Etc. (Continued)

8.0 **2010-2011 DIFFERENTIAL SALARY RATES**

Salary differentials may be paid for additional assignments or responsibilities per semester, season, pay period, or as otherwise noted.

8.1 Employees may, at the conclusion of the semester or sport season, be paid a lump sum in addition to their regular salary rate, provided they perform certain supplemental duties for which salary differentials are permitted as set out in the District-UTLA Agreement, Article XIV, Section 24.0. Salary differentials are received on the basis of allocation of the assigned activity to the appropriate differential salary rate. Such differentials are authorized only to the extent that funds are provided in the Budget.

8.2 An employee who serves in a supplemental assignment for less than a complete semester or sport season may be paid a percentage of the lump sum proportionate to the percentage of the assignment completed. An employee may not concurrently receive more than one such salary differential except that, per school year, one differential paid on a semester basis may overlap a differential for coaching a fall/spring sport. This restriction shall apply to the Mentor Teacher differential.

8.3 **DIFFERENTIALS, BILINGUAL MASTER PLAN RATES:** 2010-2011 rates continue the 2009-2010 rates.

Payments depend on the employee's qualifications, previous payment history, type of school or assignment, and nature of services provided in Master Plan programs. For complete information regarding Bilingual Master Plan differentials and stipends, refer to the District-UTLA Agreement, Article XI-B.

8.3A Effective July 1, 2001, the following differential payments listed in Tables 1 and 2, below, will apply to classroom teachers, itinerant, non-classroom, or non-school based employees who were paid a BCLAD/BCC or A-Level differential during the period from April 1, 1998, through June 30, 2001. Employees must be assigned and delivering service to Waivered to Basic or Dual Language students.

Table 1: Bilingual Master Plan Differentials, Maximum Semester Rates

Wage Type	PHBAO/CAP maximum per semester
1342	$2,703 (1)
1343	1,352 (2) (3)
1355	689 (4)

Table 2: Other Bilingual Master Plan Differential Rates (only for secondary teachers with fewer than three (3) qualifying periods)

Wage Type	PHBAO/CAP maximum per semester
1357	$1,802 (1)
1358	901 (1) (2) (3)
1330	451 (2) (3) (4)
1332	223 (4)

8.3B The following differential payments listed in Tables 3 and 4, will apply to classroom teachers, itinerant, non-classroom, or non-school based employees newly hired or re-hired on or after July 1, 2001, or employees who were not paid a BCLAD/BCC or A-Level differential during the period from April 1, 1998, through June 30, 2001. Employees must be assigned and delivering service to Waivered to Basic or Dual Language students.

Table 3: Additional Bilingual Master Plan Differentials, Maximum Semester Rates

Wage Type	PHBAO/CAP maximum per semester
1460	$1,696 (1)
1462	848 (2) (3)
1364	424 (4)

(1) BCLAD/BCC teaching primary language classes
(2) A-level teaching primary language classes
(3) BCLAD/BCC teaching ESL/SH (SDAIE) classes, secondary only
(4) A-level teaching ESL classes, secondary only

2010-2011 THR SCHEDULE, Etc. (Continued)

8.3 **DIFFERENTIALS, BILINGUAL MASTER PLAN RATES** (Continued):
2010-2011 rates continue the 2009-2010 rates.

Table 4: **Other Additional Bilingual Master Plan Differential Rates (only for secondary teachers with fewer than three (3) qualifying periods)**

Wage Type	PHBAO/CAP maximum per semester
1461	$1,060 (1)
1464	530 (1) (2) (3)
1465	265 (2) (3) (4)
1367	133 (4)

(1) BCLAD/BCC teaching primary language classes
(2) A-level teaching primary language classes
(3) BCLAD/BCC teaching ESL/SH (SDAIE) classes, secondary only
(4) A-level teaching ESL classes, secondary only

8.3C **Table 5:** **One-time Stipends**

Wage Type			
1350	Culture *or* Methodology Component of BCC/BCLAD	$270	one-time stipend
1352	Culture *and* Methodology Components of BCC/BCLAD	540	one-time stipend if paid together

8.4 **DIFFERENTIALS, COORDINATING, EARLY CHILDHOOD CENTER**
2010-2011 rates continue the 2009-2010 rates.

Wage Type			
1393	Early Childhood Center Head Teacher, Coordinating--4 hr	$424	per semester
1397	Early Childhood Center Head Teacher, Coordinating--8 hr	848	per semester

8.5 **DIFFERENTIAL, NATIONAL BOARD CERTIFICATION (NBC) (1370, 1375, 1429)**

Must possess NBC, have permanent or probationary District status, and serve a minimum of 60% or 4 periods of the day (if secondary) serving as a classroom teacher. — 15% of salary to be paid as outlined below:

(1) Eligible teachers will receive 7.5% of their regular contract hourly rate each month (1370). The remaining 7.5% will be paid after the employee completes an additional 92 hours of professional duties, as agreed upon.

(2) Teachers working for a minimum of 50% of the day as a classroom teacher (or 3 periods in a secondary school) will receive 50% of the 15% (1375) (i.e., 50% of the 7.5 % for the certification and 50% of the 7.5 % for completing 46 required additional hours of work).

(3) Effective 7-01-01, NBPTS-certified teachers are eligible to receive an "Incentive to Teach at a Low-Performing School" award (1429) if the teachers agree to teach at least 50% of the time at a low-performing school with an Academic Performance Index (API) of five or lower for at least four years. Such teachers will receive $5,000 annually over the four year period ($20,000 maximum).

APPENDIX E
2010-2011 SALARY TABLES AND RATES

2010-2011 THR SCHEDULE, Etc. (Continued)

8.6 **DIFFERENTIALS, ACTIVITY RATES (ACTIVITIES AND COACHING):**
2010-2011 rates continue the 2009-2010 rates.

Differential, Activity (Activity and Coaching):

Wage Type:	1394	1401	1402	1403	1404	1407	1410
Rate:	**1**	**2**	**3**	**4**	**5**	**6**	**7**
	$973	1283	1691	2102	2311	2512	2811

Activity assignment differentials are paid on a semester basis.
Coaching assignment differentials are paid on a seasonal basis.

Sport/Activity	Rate	Sport/Activity	Rate
Academic Decathlon	7(a)	Gymnastics	3
Assistant School Athletics Coordination (Asst. Athletic Director)	4	School Athletics Coordination (Athletic Director)	7
Badminton	3	Soccer: Head	6
Baseball: Head	6	Soccer: Assistant, J.V.	3
Baseball: Assistant, J. V.	4	Softball: Head	6
Basketball: Head	6	Softball: Assistant, J. V.	4
Basketball: Assistant, J.V.	3	Swimming: Head	4
Basketball: Men's Frosh and Soph	4(b)	Swimming: Assistant	3(c)
Basketball: Women's Frosh or Soph	4	Tennis	4
Cross Country: Head	4	Track & Field: Head	6(b)
Cross Country: Assistant	3(c)	Track & Field: Varsity (Assistant)	6(b)
Football: Varsity (Head)	7	Track & Field: Frosh/Soph (Assistant)	4
Football: Varsity (Assistant 1)	6	"AA" Track & Field	2 or 3(d)
Football: Varsity (Assistant 2)	4	Volleyball: Head	5
Football: Varsity (Assistant 3)	4	Volleyball: Assistant, J.V.	3
Football: Frosh/Soph (Assistant 1)	5	Waterpolo	3
Football: Frosh/Soph (Assistant 2)	4	Wrestling	4
Golf	3		

(a) At senior high schools, Rate 7 for the fall semester and, if continued through the spring, Rate 5 for spring.
(b) The lump-sum payment will be reduced proportionately when teams are not fielded at all levels.
(c) Position allotted only when there are 30 or more athletes.
(d) Rate 2 if 6-12 athletes; Rate 3 if 13-19 athletes.

8.7 **DIFFERENTIALS, COORDINATING ASSIGNMENTS:**
2010-2011 rates continue the 2009-2010 rates.

Differential, Coordinating Assignment, Rate 1 (1308) (Health Appraiser; Specialist Nurse)	$297 per semester
Differential, Coordinating Assignment, Rate 2 (1311) (Coordinating Assmt, Sem; Temp Advsr;Tchr, Rsrce TM)	637 per semester
Differential, Lead Teacher, Science (1510)	637 per semester

8.8 **DIFFERENTIALS, TRAINING TEACHER (1452):**

Differential, Training Teacher	The amount paid by the training institution.
Differential, Demonstration Teacher	

APPENDIX E
2010-2011 SALARY TABLES AND RATES

8.9 **OTHER DIFFERENTIALS:**

2010-2011 rates continue the 2009-2010 rates.

Differential, Instructional Coach (1322)	$162 per month
Differential, Library Media Teacher (1386)	500 per semester
Differential, Professional Dev. (Delta) Coach (1408)	541 per semester
Differential, Support Provider (1432)	500 or 1,000 per semester with maximum 2,000 a year
Differential, Urban Classroom Teacher Program I (1340)	1,081 per semester

9.0 **STIPENDS:**

2010-2011 rates continue the 2009-2010 rates.

Stipend, Literacy Training/Professional Dev. Rate 1 (1405)	$102 per day payable monthly
Stipend, Math Training/Professional Dev. Rate 1 (1406)	102 per day payable monthly
Stipend, Mentor Principal, Rate 1 (1423)	2,040 per semester
Stipend, Mentor Principal, Rate 2 (1424)	3,060 per semester

9.1 **PEER ASSISTANCE & REVIEW (PAR) PROGRAM**

2010-2011 rates continue the 2009-2010 rates.

Differential, PAR Program (1430)	$2,150 per semester

APPENDIX E

2010-2011 SALARY TABLES AND RATES

10.0 Day-to-Day Substitutes: 2010-2011 rates continue the 2009-2010 rates.

10.1 Employees serving in place of Preparation Salary Table employees:

REGULAR SCHOOL YEAR

Daily Base Rate	$173.04
Base Hourly Rate (6-hour day)	$28.83942
Daily Incentive Plan Rate	$233.52
Base Hourly Rate (6-hour day)	$38.92002
Day-to-Day Substitute, Extended Rate	$233.52
Base Hourly Rate (6-hour day)	$38.92002

Substitutes who are paid the daily rates as shown above shall have their rate of pay increased by $10 per day, effective the first day following the completion of service equivalent to 130 days during the school year.

SUMMER SCHOOL/INTERSESSION

	Base Hourly Rate	6-Hour Day	4-Hour Day	3-Hour Day
Daily Base Rate	$31.49957	$189.00	$126.00	$94.50
Day-to-Day Substitute, Extended Rate	$42.51000	$255.06	$170.04	$127.53

These rates shall only apply when service is in place of a contract employee assigned during Summer School/Intersession (Status 3) and paid from Fund 7 or Fund W.

10.2 Employees serving in place of Development Center/Early Education Center Salary Table employees:

Substitute Daily Rates: 2010-2011 rates continue the 2009-2010 rates.

Maximum Rate	$151.42 daily
(with accrual rate of .11364 or $17.21/day after 35 full-time days of service retroactive to the beginning of the school year)	$168.63 daily

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