

1988-91 AGREEMENT

LOS ANGELES UNIFIED SCHOOL DISTRICT

and

UNITED TEACHERS-LOS ANGELES

890965

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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; Librarian; Counselor; Adviser; Audiologist; Audiometrist; Hygienist; Non-classroom Assignment, Preparation Table; Non-school Assignment, Preparation Table; Nurse; Optometrist; Psychologist; Social Worker; Teacher-Adviser; Teacher-Counselor; or Driver Safety Instructors.

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 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.

Article I - Recognition

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: This Agreement completes negotiations between the District and UTLA for the term hereof and embodies their entire agreement and understanding, except as expressly provided below. 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. Except as provided in the Special Settlement Provisions attached hereto as Appendix F, all existing and potential claims, including but not limited to unfair practice charges, grievances or other forms of complaints arising out of or relating to these negotiations are to be withdrawn and/or dismissed. However, there shall be negotiations during the term of this Agreement as follows:

a. Limited continued 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 mutually agree to negotiate in the future.

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 3.0, 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.

Article II - Effect of Agreement

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;

Article III - District Rights

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 of 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 School Mail Service: UTLA shall have reasonable use of the school mail service to distribute official organizational material. UTLA shall, two working days in advance, provide to the Office of Staff Relations a complete copy of the material to be distributed by the school mail service, except when such material is to be distributed to less than 100 employees District-wide. Materials for distribution must conform to reasonable handling procedures and United States Postal requirements. Material or literature for distribution or posting shall be dated and shall not be defamatory, obscene, or violative of law. The District may decline to use its mail service for political election materials if such use is contrary to 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 20 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

Article IV - UTLA Rights

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. 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 c.

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 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

Article IV - UTLA Rights

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.

g. 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;

h. 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.

i. 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;

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

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

8.1 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. Noninstructional duties as referred to above are those nonclassroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties. A majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority of the staff requests a new election, or unless a new Chapter Chair is designated. This released time may not be made available in emergency situations.

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:

Article IV - UTLA Rights

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 requires a faculty signature, the administrator may determine who is to sign (either the Chapter Chair or some member of the faculty as deemed appropriate);

d. Whether or not the Chapter Chair was the one who signed off under c. above, the Chapter Chair shall then have the right to submit a written position, dissent, or comments to the principal. The principal shall attach this statement to all copies of the official document for forwarding 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 Effective July 1, 1987, the District shall recognize one Chapter Chair District-wide for each major employment category which is not school site-based (one each for School Psychologists, SAAS Counselors, Nurses, Substitutes, Driver Safety Instructors, Itinerant Special Education personnel, Non-Public School personnel, and one for all other miscellaneous classifications combined.) Activities of these new Chair 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 Chair will be in accordance with Article IV, Section 6.0.

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

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

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

ARTICLE V
GRIEVANCE PROCEDURE

1.0 Grievance and Parties Defined: A grievance is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:

- a. An employee;
- b. UTLA on behalf of an employee with written approval of the involved employee(s); or
- c. UTLA on its own behalf. This type of grievance is limited to rights expressly granted to "UTLA" throughout this Agreement.

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.

Article V - Grievances

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

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

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

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

4.1 If the grievant or UTLA violates the above confidentiality requirement, the grievance shall be dismissed with prejudice. If the District violates the above confidentiality requirement, the grievance shall be deemed sustained, subject to a hearing limited to the issue of appropriate remedy.

Article V - Grievances

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: 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.

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.

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.

Article V - Grievances

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 | 8. Joe Henderson | 15. Irv Rogosin |
| 2. Lester Bergeson | 9. Geraldine Leshin | 16. Paul Rothschild |
| 3. Howard Block | 10. Robert Leventhal | 17. William Rule |
| 4. Thomas Christopher | 11. George Marshall | 18. Bicknell Showers |
| 5. Julius Draznin | 12. Robert Meiners | 19. Abraham Siegel |
| 6. Wayne Estes | 13. Kenneth Perea | 20. Louis Zigman |
| 7. Joseph Gentile | 14. Thomas Roberts | |

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).

Article V - Grievances

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 a decision has been made. 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

Article V - Grievances

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 subtraction) of the terms of this Agreement. The arbitration panel shall have no power to render an award on any grievance arising after the termination or expiration of this Agreement.

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

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

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

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

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

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

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

Article V - Grievance Procedure

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 his 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 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, creed, national origin, sex, age, marital status, sexual orientation, handicap, or political or UTLA affiliation, and to have due regard for employees' privacy and constitutional rights as citizens.

ARTICLE VIII

DUES DEDUCTIONS

1.0 Voluntary Authorizations: The District shall deduct UTLA dues from the salary of each employee who has submitted a written authorization. Such an authorization shall continue in effect unless revoked in writing by the employee. Such revocation shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday. The District shall deduct one-tenth (1/10) 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).

ARTICLE IX

HOURS, DUTIES, AND WORK YEAR

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

2.0 Sign-in and Sign-out: All employees shall, upon each arrival to and departure from their assigned work location, enter their initials on a form provided by the District. Itinerant employees serving less than a full day at a work location, Children's Center employees, and employees in the Driver Safety Instruction Program 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 Occupational 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 Full-time elementary classroom teachers, including Special Education and Development Center teachers, shall report to work each day at least thirty (30) minutes before the first class or other assignment begins in order to open and organize the classroom and be prepared for class to begin, and to perform assigned pupil supervision duties as described in Section 7.0. They shall then serve for a full 310 minutes of classroom instructional time, exclusive of recess and lunch. They shall remain on-site for at least ten (10) minutes after the dismissal of the last classes (see Section 3.0 above) and shall remain thereafter as reasonably necessary to confer with pupils and offer them special assistance, to confer with parents, administrators and staff, to perform assigned pupil supervision duties, and to perform their professional obligations consistent with Section 4.0. In Concept 6 and Modified Concept 6 schools, the total annual minutes of instruction shall be equal to the annual minutes on the traditional calendars, and daily minutes are to be adjusted accordingly.

3.2 Full-time Children's 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, Children's Centers)

Article IX - Hours, Duties, and Work Year

3.3 Secondary classroom teachers (including Special Education) and adult education employees shall be at their assigned duty station at least ten (10) minutes before the first daily class or other assignment begins and 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. For full-time secondary classroom teachers, the daily instructional time shall be 310 minutes inclusive of passing periods and exclusive of the preparation period and lunch and nutrition periods. In Concept 6 and Modified Concept 6 schools, the total annual minutes of instruction shall be equal to the annual minutes on the traditional calendars, and daily minutes are to be adjusted accordingly. The above daily instructional time for teachers (in either regular or Concept 6 programs) may be extended by a school by not more than three minutes if a majority of the classroom teachers has approved the extension for the purpose of conducting a special reading program. In such cases the additional minutes shall be deducted from the 10 minutes required for teachers to remain at their duty stations after the last class or other scheduled period of work ends.

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. Librarians 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, SAAS 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.

Article IX - Hours, Duties, and Work Year

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.

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.

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4.1 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.

4.2 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than three (3) such meetings per school month, plus three additional meetings during the school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. 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.

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 librarian) 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. 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

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

- a. Supervision reasonably assigned on inclement weather schedules;
- 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.

7.1 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.

7.2 If a Children's 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.

7.3 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 nor for any of the following situations involving classroom teachers:

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- (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 child'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:

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- 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:

- a. A basis: From July 1 through June 30, inclusive. Employees assigned on the A basis may be placed by the District on unpaid leaves of absence from service not to exceed five days during a school year. For the 1988-89 school year, A Basis encompasses 13.05 pay periods of 261 assigned days; actual working days are 229 or 231 contingent upon an earned vacation rate of 20 or 18 days per school year. For each of the school years 1989-90 and 1990-91, A Basis encompasses 13.0 pay periods of 260 assigned days; actual working days for 1989-90 and 1990-91 will be 228 or 230 depending upon earned vacation rate.
- b. B basis: 221 days, excluding Saturdays and Sundays but including legal and school holidays occurring during the period of assigned time, as designated by the District, such assignment to encompass the period from the first day of the fall semester to the last day of the spring semester, inclusive, except that the 221 days of assignment for employees in year-round schools may occur at any time from July 1 through June 30, inclusive. Employees assigned on the B basis may be placed by the District on unpaid leaves of absence from service not to exceed two days during a school year. B basis encompasses 11.05 pay periods of 221 assigned days of which 197 are actual working days.

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- c. C basis: 204 days, from the first day of the Fall semester to the last day of the Spring semester, inclusive, except that the 204 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive. C basis encompasses 10.2 pay periods of 204 assigned days of which 182 are actual working days. Regular K-12 schools shall hold a pupil-free day on the first school day of the first semester and a pupil-free day on either the first or the last day of the second semester. Provided, however, that the 180 pupil attendance days required by State law must be met, even if it means cancellation of the pupil-free day for the second semester.
- d. K basis: 214 days, excluding Saturdays and Sundays but including legal and school holidays occurring during the period of assigned time, as designated by the District, such assignment to encompass the period from the first day of the Fall semester to the last day of the Spring semester, inclusive, except that the 214 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive. K basis encompasses 10.7 pay periods of 214 assigned days of which 192 are actual working days.
- e. M basis: From July 1 to June 30, inclusive, or portions thereof, in accordance with the contract of employment of the employee while on limited contract in categorically funded programs. The number of pay periods, assigned days, and actual work days for M basis varies with the contract of employment of the employee.
- f. S basis: 204 days from July 1 through June 30 commensurate with C basis, but flexible as to the days assigned, such assigned time to include the equivalent of winter and spring recess, pupil-free days and other legal and school holidays applicable to C basis employees. Equivalent salary will be paid on an annualized basis on each school month payday. S basis encompasses 10.2 pay periods of 204 assigned days of which 182 are actual working days. This is applicable only to employees serving in year-round schools.
- g. T basis: From July 1 through June 30, with annual hours commensurate to C assignment basis for six-hour certificated personnel serving in certain year-round schools as designated by the District. The normal full-time assignment for compensation purposes pursuant to Article XIV, Section 1.1 of the District/UTLA Agreement shall be 6.6 hours per working day for positions which are assigned to the T basis as determined by the District and are in classifications which are indicated in Section 1.1 as 6 hours. Adjustment factors shall be applied as necessary so that the annual assignment includes net working hours (including pupil-free hours) and paid non-working hours commensurate with the C assignment basis for six-hour positions. Equivalent salary will be paid on an annualized basis.

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- h. U basis: From July 1 through June 30, with annual hours commensurate to C assignment basis for eight-hour certificated personnel serving in certain year-round schools as designated by the District. The normal full-time assignment for compensation purposes pursuant to Article XIV, Section 1.1 of the District/UTLA Agreement shall be 8.8 hours per working day for positions that are assigned to the U basis as determined by the District and are in classifications which are indicated in Section 1.1 as 8 hours. Adjustment factors shall be applied as necessary so that the annual assignment includes net working hours and paid nonworking hours commensurate with the C assignment basis for eight-hour positions. Equivalent salary will be paid on an annualized basis.
- i. X basis: Periods of assignment, as needed, not otherwise defined in this Rule, including assignments in substitute, temporary, and relief status.
- j. Z basis: The period between the ending date of an employee's assignment basis in one school year and the beginning date of the regular basis for the following school year, or the intersession periods for year-round school employees. This is restricted to employees having regular status in other than A basis positions.

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

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.

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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.

c. Psychologists:

- (1) 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:

- (1) 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:

- (1) 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.

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.

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

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

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

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

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

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

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

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

4.2 If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level for resolution. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement. In such cases the employee's required signature indicates only receipt and acknowledgement 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: On or before May 10 of each school year, or in no instance less than 30 calendar days prior to the end of the school year, 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.

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

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

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

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

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

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

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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.

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 determine 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 Evaluation Request Upon Separation of Employment: If either the administrator or employee wish to process an evaluation at the time of the employee's separation from employment, it shall be done and a copy

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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.

11.0 Notices of Unsatisfactory Service or Act, and Suspension

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

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

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

d. 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 teacher shall be permitted upon request 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. Nonavailability 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.

e. Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall advise the employee that such action is about to be taken, and that a meeting will be held to discuss the matter at which time the employee may be accompanied by a UTLA representative or a person of the employee's choice, so long as that person is not a representative of another employee organization. Nonavailability 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

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

f. 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.

g. 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 Region or Division Superintendent 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.

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

ARTICLE XI

TRANSFERS

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

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

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

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

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

4.0 Magnet School Programs:

a. Positions available in magnet schools on new or existing sites will be advertised District-wide.

b. All appropriately credentialed probationary or permanent teachers are eligible to apply, including teachers currently assigned to the proposed magnet school site.

c. Probationary or permanent teachers currently assigned to the proposed magnet school site who are not appropriately credentialed, or who are not interested in applying for a position on the proposed magnet school staff, will be transferred to other schools.

d. Criteria for selection of staff will be established and published by the District for each magnet school program.

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e. The magnet school principal, with the approval of the Region Superintendent, will review applications and select staff based upon published criteria.

f. Staff selected shall be transferred to the magnet school location.

g. No right of return to a home school is granted to teachers assigned or reassigned to magnet school programs, or other voluntary student integration school program.

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 overteachered 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, Section 1.2a).

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 Children's 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

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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 to do so by the site administrator.

d. No voluntary or involuntary teacher displacement may occur where that particular displacement would adversely affect the faculty racial and ethnic balance in a school.

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

f. Certain teachers are exempted from displacement pursuant to the random selection and voluntary teacher integration plans under Appendix B, 4.3(b)(3) and Article XI, 12.12, and pursuant to the continuous service volunteer plan under Article XI, Section 14.11.

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

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

i. Part-time contract employees described in Article XIII, Section 1.2 (as distinguished from teachers on Half-time Leave and Reduced Workload Leave) shall have no transfer rights. In regard to displacement: Such teachers shall have no seniority rights and they

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shall be retained at a school where a full-time teacher is displaced only when the part-time teacher possesses special instructional skills or qualifications needed by the pupils and the educational program in the school not possessed by a teacher who would be available to fill the need.

j. In Special Education, if the least senior teacher in the over-taught subject field has at least ten years of District seniority, the teacher shall be permitted, upon request, to change subject fields within Special Education 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 during the most recent six semesters without having received a Notice of Unsatisfactory Service or a Below Standard Performance evaluation;
- (2) Possesses the requisite specified subject credential in the second subject field; and
- (3) Passes the District's examination in the second subject field, if requested to do so.

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.

6.1 Displacement - Non School-based Support Service Personnel and Driver Safety Instructors: In any situation where a unit of region or office-based support service personnel or Driver Safety Instructors is deemed over-staffed, displacement and transfer to another region 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

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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 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, Region or service area to meet District needs and 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.

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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

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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.

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

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

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

9.0 Employee Initiated Transfers - Employees Time-reported from Central or Regional Locations: Any permanent support services employee assigned from the Central Office, Regional Office, Service Center, Nursing Services Area or Driver Education Section who has served in paid status for at least 130 days each year for three consecutive years at the same 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:

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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 - Children's Centers: A permanent 4-hour and permanent or probationary 8-hour (including split assignments) Children's 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 Children's Center Assignment Office.

10.1 A master up-to-date list of anticipated 8-hour openings will be compiled by the Children's Center Assignment Office and posted at each work site for at least two weeks 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.

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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.

12.0 Return Rights--Mandatory Integration K-12 Program:

12.1 Teachers who were mandatorily transferred by the random selection component of the Teacher Integration Program in September 1976, or by the Mandatory Transfer Component of the Teacher Integration Program in September 1977 or subsequent years, are eligible to apply for transfer, provided they have served for at least three years at their current location. Time spent on leaves of absence does not count toward service requirements for eligibility except that a formal leave of absence as a result of an industrial injury, industrial illness, or an act of violence that does not exceed 60 working days shall be counted toward the service requirement.

12.2 Eligible teachers who desire a transfer for September of the school year shall submit an application on a District form to the designated office on or before the close of an application period designated by the Personnel Division. An applicant must request transfer to two administrative regions and may request transfer to one additional administrative region. The teacher may also designate up to five preferred school locations within the selected area(s).

12.3 Teachers eligible for transfer may defer transfer for up to three years without loss of transfer rights under this Section.

12.4 The District shall establish for each region a list of schools with known "open positions." An open 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.

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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 made available to teachers at the Certificated Placements and Assignments Offices, Region Administrative Offices and schools which are operating during the summer. The list will be published in June, and updated in July, August, and September of each school year.

12.5 Eligible teachers shall be assigned by the District to one of the regions designated in the application for purposes of interview and placements.

12.6 Administrators of schools listed in 12.4 shall be provided lists of teachers who requested transfers to their schools or to the administrative region in which their schools are located. The Personnel Division shall arrange for eligible teachers to interview at schools.

12.7 A teacher may refuse the first offer of interview or assignment but shall accept the second such offer or the application will be deemed void. In that event, no further rights are available to the applicant under this section for the school year.

12.8 Principals who have interviewed five eligible and available candidates referred by Personnel Division must select one of the five. The District shall upon request of UTLA furnish the names of all teachers referred by Personnel Division for any particular open position.

12.9 Accepted offers of assignment shall be effective with the beginning of the school year. School administrators and the Personnel Division shall notify teachers of selection or non-selection as soon as feasible but no later than September 1. Teachers who have not received and/or accepted offers of assignment to a school by September 1, shall be notified by the District of assignment to a school in one of the regions designated in the teacher's application; such notice is to be by telephone on or before September 1, and by letter thereafter. Teachers who wish to void transfer applications subsequent to September 1, must advise the Certificated Assignment Section immediately by telephone and confirm in writing postmarked on or before 5:00 p.m., September 3.

12.10 The District shall analyze both the applicants and the known openings in terms of credential, subject field, grade level (K-6), and skills in an effort to find "matches" of openings and applicants, and place eligible teachers in such known openings pursuant to Section 14.0 of this Article prior to the use of displacement.

12.11 If there is no opening remaining for an eligible teacher in any of the requested regions, the District shall displace a teacher whom it has determined to be a "match" (defined in 12.10) as follows:

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a. Contract waiver teachers shall be subject to displacement, with matching Probationary I's being displaced first, then Probationary II's and then Probationary III's. However, a contract waiver teacher who, subsequent to initial probationary assignment was mandatorily transferred for staff integration purposes, shall not be displaced for the purposes of this section.

b. No permanent employee shall be displaced under this section unless necessary to place an eligible teacher whose return rights arise out of the random selection process in 1976, and then only by displacing the least senior "match" within the region.

c. The other provisions of this section notwithstanding, the District may determine in its discretion that a teacher shall not be displaced because the teacher possesses special instructional skills or qualifications needed by the pupils and school educational program. A teacher displaced under this section will be placed on the District-wide Transfer List (Article XI, Section 7.0).

12.12 An eligible teacher (under 12.1) transferred pursuant to Section 12.10 shall be retained in the new assignment for a period of time equal to the term of service (three school years plus an additional year for each year of deferred return right). However, the teacher may volunteer to be displaced or transferred pursuant to this or other sections of this Article.

12.13 With the exception of 12.12 above, nothing in this section shall be construed to prohibit or limit transfers of teachers pursuant to other provisions of this Agreement.

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

13.0 Return Rights of Certain Other Teachers:

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:

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- (a) the teacher's credential permits
 - (b) the teacher has some teaching experience in the subject during the preceding six semesters, and
 - (c) the site administrator reasonably concludes that such a return is in the best interest of the educational program.
- (2) A teacher displaced as a result of a school closure decision, reconfiguration, boundary change, or other action pursuant to Section 17.0 of this Article shall upon application be returned to the school from which displaced if before the end of the fourth week of the following fall semester a vacancy occurs for which the displaced teacher is the most senior displaced "match" by reason of the same subject field or grade level (K-6); if not a "match", the teacher must meet the criteria in (1) (a), (b) and (c) above.

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

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

14.0 Teacher - Initiated Transfers, Continuous Service, K-12 Program:

14.1 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 Chapter 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 Chapter I or Urban Impact I but is willing to transfer to a Chapter 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.

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14.2 Application forms must be filed by April 1 at an office designated by the District. Applications shall be valid for one school year only (July 1 - June 30).

14.3 Transfer applicants must make themselves available for transfer to at least two administrative regions by ranked preference, but may make themselves available for transfer to more than two regions.

14.4 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 14.1 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.

14.5 Seventy-five applicants shall be transferred from category (a) in 14.1 and 75 shall be transferred from category (b), provided there are sufficient eligible applicants.

14.6 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 open positions" as defined in Section 12.4 above.

14.7 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.

14.8 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 Regions 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 requirements of Sections 12.10 and 12.11, a and c above, including the "match" requirements.

14.9 The following procedures govern offers of transfer:

a. A teacher has up to ten 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 14.10 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 14.1.

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d. The District shall continue to make offers of transfers up to and including June 10 in order to transfer 75 teachers from each category. Immediately after June 10, the District shall supply UTLA with lists of employees transferred pursuant to this section.

14.10 Assignments made to locations identified under 12.4b or 12.4e above may be temporary. In such cases the employee will be advised at the time of offer that the assignment is temporary in nature.

14.11 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 Region 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 bona fide Industrial Injury or Illness Leave that does not exceed 60 working days.

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

16.0 Transfer Assignment Priority: Except where otherwise provided in the Agreement, teachers shall be transferred to schools with known vacant positions (Article XI, Section 12.4) 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 with return rights based upon voluntary teacher integration transfers (Appendix B, Section 4.3b) and the original voluntary bilingual transfer program (Appendix D, Section 11.0); teachers with return rights based upon 1977 and later mandatory staff integration (Article XI, Section 12.0); teachers covered by medical or hardship exemption (Article XI, Section 8.0) and guaranteed Continuous Service Transferees (Article XI, Section 14.0).

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 13.0 (1)),
- (2) Those teachers displaced as a result of a school closure decision, reconfiguration or boundary change (Article XI, Section 13.0a (2)), and
- (3) Teachers returning to classrooms from non-classroom assignments (Article XI, Section 13.0 b.)

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c. Voluntary teacher transfers in the Bilingual Program (Article XI, Section 20).

d. Teachers transferred either as a result of having opted out of the Year Round School Program (Article XI, Section 18.0) or out of the EIS program (Article XI, 7.0b) and unassigned teachers displaced from closed schools (Article XI, Section 17.0),

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 7.0b.)

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

g. General transfers, Sections 19.0 and 19.1 of this Article, second semester only.

h. Teachers newly hired.

16.1 Nothing in this Transfer Assignment Priority Section (16.0 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.

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

16.3 Generally, annual assignment and placement of teachers in accordance with the above priorities will be conducted simultaneously in all regions. 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 education needs (see Section 6.0c of this Article), lack of an appropriate "match" between school needs and applicants, and staff integration requirements.

16.4 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.

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16.5 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.

17.0 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, 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

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in along with incoming students or to fill openings. Any necessary transfers of teachers will be effectuated between the senior high schools and the related junior high/middle schools, and then between the junior high/middle schools and the related elementary schools.

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

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

- (1) The District shall make reasonable efforts to inform the faculty at the sending school of the number and type of openings available at the related receiving school(s). Teachers may then volunteer to transfer, using the District-provided form.
- (2) Where there are fewer volunteers at sending schools than are needed, such volunteers shall be reassigned provided the receiving school has need for the volunteer's services grade level(s) or subject(s).
- (3) Where there are more volunteers at a sending school than are needed, priority shall be given to those volunteers who during the majority of his or her teaching time during the previous three years taught the specific grade level and/or courses which are needed to be taught at the receiving school. If more volunteer(s) meet this criterion than are needed, the District shall select those with the most District seniority.
- (4) No teacher transfer may occur where it would adversely affect the faculty racial and ethnic balance in a school. All assignments shall be made in accordance with the credential authorization laws of California.

e. Where the number of reconfigured students arriving at a receiving school is not sufficient to support the number of teachers previously assigned from sending schools, volunteers from among such teachers will be sought to return to the sending school(s). If there are not enough volunteers in the appropriate subject field(s)/grade levels, then teachers will be selected for return based upon the

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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 the 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.

18.0 Year-Round School Transfers: 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 16.0c to a non-year-round school within the Administrative Region in which their present school is located, or if no such opening exists shall be transferred to a non-year-round school in another region. If no such school is available, the teacher may apply to an UCTP school in a neighboring region 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.

18.1 Teachers not assigned to a year-round school may apply for voluntary transfer into the year round program by completing the District's application form. Such applicants will be considered for transfer into openings in the year round program. However, among such applicants first consideration will be given to those applicants who have a priority for openings pursuant to Article XI, Section 14.0.

19.0 General Transfer/Exchange Program, K-12: All permanent teachers who wish to obtain a transfer either by filling an opening or by exchanging positions with another permanent teacher, are eligible to file an application at the Certificated Placement and Assignments Office ("CPAO") on a form provided by the District. Applications may be filed at any time, but will lapse on February 15. Employees may, but need not, state a preference for any school(s). Each pay period the Personnel Division will forward unranked lists of applicants to the schools requested. The CPAO will maintain a District master list of applicants, shown by name, subject field and current location. Interviews for positions are optional and may be initiated either by an applicant or a principal. Transfer of teachers under this section will be effected only upon approval of the teacher or teachers, the site administrators at both the sending and receiving schools, and the affected region/division superintendent(s).

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19.1 If the transfer involves movement of an applicant to an opening rather than an exchange of teachers, the transfer will be priority (f) of Section 16.0, and therefore will not be implemented until after the higher priority transfers have been processed. Such transfers shall be processed subsequent to the fourth week of the first semester and shall be effective on the first day of the second semester in regular schools or at the beginning of any track commencing after January 1 in year-round schools. If the transfer involves an exchange of teachers rather than an "Opening," it may be processed without regard to the priorities of Section 16.0, and may be effective at the beginning of any semester or track.

20.0 Teacher-Initiated Transfers: Bilingual Master Plan Program, Pre-K-12:

20.1 Teachers with permanent or continuing status may apply for transfer under this section if the teacher is eligible for participation in the District's Bilingual Master Plan for the Education of Limited-English-Proficient Students Program and for the Bilingual Master Plan Differentials as set forth in Article XI-B.

20.2 Transfers must be to existing openings at schools within the Bilingual Master Plan Program with greater need for the teachers' bilingual education skills.

20.3 The deadline for Bilingual Master Plan Program transfer applications shall be April 15 for all transfers effective during the period July 1 through December 31 (or "Fall Semester") and November 15 for all transfers effective during the period January 1 through June 30 (or "Spring Semester").

20.4 Transfer of teachers under this section will be effected only upon approval of the teacher, the site administrators at both the sending and receiving schools, and the affected region/division superintendent(s), with the understanding that the objective of such approvals should be the enhancement of bilingual services to schools of greater need.

20.5 This transfer will be priority (c) of Section 16.0, and therefore will not be implemented until after higher priority transfers have been processed.

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

ARTICLE XI - A

URBAN CLASSROOM TEACHER PROGRAM (UCTP)

D

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.

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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;

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- b. Conduct special homeroom or guidance room;
- c. Conduct additional^{ly} periodic parent conferences including school-wide parent conference programs;
- d. Perform additional supervision duties;
- e. Sponsor additional student activities;
- f. Attend additional staff development meetings;
- g. Develop and implement required instructional plans necessary to implement the program for the school year;
- h. Develop and implement required school policies and programs such as Homework and Guidance;
- i. Develop necessary instructional materials;
- j. Develop and attend articulation meetings with faculty from other schools;
- k. Accept additional coordinator and coaching duties;
- l. Conduct elective school club activities.

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

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

6.1 Absences causing a loss of UCTP "additional duties" totalling 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

BILINGUAL MASTER PLAN PROGRAM

1.0 Minimum Requirements for Participation in Bilingual 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 Bilingual 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. There presently is a role within the Master Plan Program for teachers who are not fluently bilingual, and for those who are monolingual. That role involves teaming with Bilingual Certificate of Competence (BCC) level or equivalent (as defined in Section 3.1) or A-level fluent teachers in District-approved organizational models, or an assignment to an English Language Development Program. Teachers assigned to team teaching organizational models shall cooperatively and equitably share the responsibilities involved, and in situations where there is a disproportionate number of LEP students as compared to non-LEP students assigned to the team appropriate adjustments shall be made in duties such as preparation of teaching materials and ESL instruction responsibilities, and in the assignment of paraprofessional time, if any. The above matters may be discussed and reviewed through the bilingual special committee pursuant to Article XXX.

1.1 In order to be considered eligible to participate in the Master Plan Program, however, 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 BCC methodology and culture test components and receipt of the \$500 stipend (\$250 for each component) incentive of Section 2.0 of this Article; but even if the BCC 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.

* See Article XV for definition of "Unit."

Article XI-B - Bilingual Master Plan Program

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, commencing with the first day of assignment after the effective date of this agreement. 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: The following stipends (one-time incentive payments) will be offered to all qualified K-12 and prekindergarten employees serving in Master Plan programs, to promote the acquisition of training leading to successful passage of each of two examination components (culture and methodology) of the Bilingual Certificate of Competence Examination. All participating Master Plan employees, including monolingual teachers, are eligible for these stipends. The stipends total \$500 for each employee as follows:

a. A stipend of \$250 per component shall be paid for verification of successful passage of each of the two BCC examination components (culture and methodology). This stipend is retroactive in its application, covering Master Plan employees who at any prior time passed the examination component(s).

b. Those who immediately qualify for a differential under Section 3.0 below and who have previously passed the two examination components shall have the first \$500 received under the differential program deemed to be compensation for their prior passage of the two required components. Those who have received stipend payment for passage of the two components, and who then subsequently qualify for any of the differentials described in Section 3.0 below, shall have their prior \$500 stipend payment deemed to be an advance on their first differential payment.

c. Those who possess the A-level of language proficiency, and are participating in a Bilingual 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 3.2b below) beyond that grace period date.

3.0 Master Plan Salary Differentials: The following new salary differentials replace the former Bilingual Classroom Teacher Program (BCTP) differentials and do not require the performance of the 2.5 hours per week of extra assigned duties required in the previous BCTP Program. As noted below, qualified (see Sections 3.1 - 3.6) BCC-level employees in the Master Plan Program will receive a total of \$5,000 per year if serving

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in PHBAO or CAP Receiver* schools or \$1,000 if serving in schools which are neither PHBAO nor CAP Receiver. Qualified A-level bilingual or Language Development Specialist (LDS) teachers will receive a total of \$2,500 per year if serving in PHBAO or CAP Receiver schools or \$500 if serving in schools which are neither PHBAO nor CAP Receiver. Fifty per cent (50%) of the following annual bilingual differentials will be paid each semester:

	<u>BCC-Level Differential</u>	<u>A-Level or LDS Differential</u>
K-12 Schools District-wide	\$1,000 per year	\$ 500 per year
All PHBAO or CAP Receiver K-12 Schools	\$4,000 per year (+ \$1,000 District-wide)	\$2,000 per year (+ \$500 District-wide)

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

3.1 Qualifications for BCC-Level Salary Differential: To qualify for the BCC-Level differential (\$5,000 in PHBAO or CAP Receiver locations or \$1,000 in other locations) as set forth in Section 3.0 or in the ESL differential of Section 3.3c, employees must meet the qualifications of Section 3.3 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 Credential with Bilingual/Cross Cultural Emphasis;
- c. Single Subject Credential with Bilingual/Cross Cultural Emphasis;
- d. Bilingual Certificate of Competence; or
- e. Emergency Bilingual/Cross Cultural Credential.

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

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3.2 Qualifications for A/LDS-Level Salary Differential:

a. To qualify for the A-Level/LDS differential (\$2,500 in PHBAO or CAP Receiver locations or \$500 in other locations) as set forth in Section 3.0, employees must possess and have registered, prior to assignment to the program, a Language Development Specialist (LDS) Certificate, evidence of passage of the District Fluency Examination at A-level, or evidence of passage of the BCC language component. A-level employees must also meet the qualifications as set forth in Section 3.3; and

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

c. Elementary LDS teachers must also, in a Full, Modified, Oral Primary Language or English Language Development Program, implement or support the instructional program of LEP students and provide instructional services on a daily basis to LEP students whose number must be a minimum of one-third of the total classroom enrollment.

d. Secondary LDS teachers must also, in an English as a Second Language or English Language Development Program, implement or support the instructional program of LEP students and provide instructional services on a daily basis to LEP students for a minimum of three periods a day.

e. For special provisions relating to certain Secondary Teachers of ESL classes see 3.3 c. below.

3.3 Additional Qualifications for Both BCC-Level and A/LDS-Level Salary Differentials:

a. Elementary teachers (except for LDS teachers as set forth in Section 3.2c) must, in a Full, Modified or Oral Primary Language Program, provide instruction on a daily basis in the primary language of the LEP 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 (except for LDS teachers as set forth in Section 3.2d and 3.3c) must, in a Full, Modified, Accelerated Bilingual or Local school Program, provide instruction on a daily basis in the primary language of the LEP students for a minimum of three 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.

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c. The foregoing notwithstanding, Secondary BCC and A-Level teachers who are available to teach bilingual classes in the primary languages of LEP 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 b. above.

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

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

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

g. 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 must be at least 25%. 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 LEP 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 LEP persons which do not require utilization of the primary language do not

* See Article IX, Section 3.4

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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.

h. Nonschool employees (e.g., instructional advisers) must participate in the Bilingual Master Plan Program and utilize the primary language for a minimum of fifty percent (50%) of their work day. Calculations for these employees shall be determined pursuant to paragraph g. above.

3.4 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.

3.6 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.

3.7 Retroactivity of Differentials: The above salary differentials shall, subject to the limitations and qualifications of this Article, be payable retroactive to July 1, 1988, except for itinerant employees under Section 3.3g which shall become effective July 1, 1989. Because this program replaces the prior Bilingual Classroom Teacher Program (BCTP), and because there are not sufficient funds to pay for both this program and BCTP for the 1988-89 school year, any 1988-89 BCTP salary differential payments shall be credited against the new differentials. (E.g., a BCC-Level BCTP recipient also eligible for the new BCC-Level differential will receive the \$2,000 BCTP differential, plus the difference between that amount and the new differential, for a total of \$5,000.) Commencing July 1, 1989, the BCTP program is repealed, and will be replaced by the above Master Plan Salary Differentials.

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.

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.

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

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

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- e. exchange
- f. sabbatical
- g. any leave in which the employee was replaced by a substitute teacher (including a contract pool teacher working in a substitute capacity)
- h. child care leave immediately following pregnancy leave, birth or adoption, but only for the balance of the semester (or equivalent period of time in a year-round school, e.g., July 1-December 31 and January 1-June 30) in which the child care leave commenced; and only if the combined pregnancy leave and child care leave does 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 such as year-round schools, 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 Assistant Superintendent.

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 (or "Fall Semester") and November 15 for all leaves commencing during the period January 1 through June 30 or ("Spring Semester").

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

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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.

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.

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
- b. Parent (includes in-law, step, and foster)
- c. Grandparent (includes in-law and step)
- d. Child (includes son/daughter-in-law, step, and foster)
- e. Grandchild (includes grandchild of spouse, and step grandchildren)
- f. Brother

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

10.0 Pregnancy and Related Disability (Paid and Unpaid):

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

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

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

11.0 Child Care (Unpaid): An unpaid leave may 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 may be granted an unpaid child care leave immediately following the pregnancy leave, birth or adoption, for the balance of the semester (or equivalent period of time in a year-round school, e.g., July 1-December 31 and January 1-June 30) in which the child care leave commenced. The combined pregnancy leave and child care leave shall not exceed two semesters.

11.2 Application shall be made 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.

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

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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.

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.

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

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

12.9 An employee absent from duty for any illness, injury, or other disability for more than 5 consecutive working days shall be required to submit either the Certification of Illness or Injury Card (Form 60.82) completed by the attending physician or a statement from the attending physician on letterhead attached to Form 60.82. Form 60.82 shall be signed by the employee. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.

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

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.

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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

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the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the immediate administrator. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the employee health coordinator. An employee may be required during the extended period to be evaluated by the employee health coordinator at any time.

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 Leave 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 to the wife of the employee, or adoption of a child by the employee;

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;

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i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena:

(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.

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

a. The total number of days allowed in one school year for such leave 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.

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 or court appearance. The immediate administrator shall take whatever steps are 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 1988-89, 315 semesters; for 1989-90, 350 semesters; for 1990-91, 390 semesters.

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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 requirements;

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. Cancellations after the first day of the semester will not be filled until the following semester.

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 Exchange Leave: An exchange leave may, in the discretion of the District, 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 may, in the discretion of the District, 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;

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;

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- d. To accompany 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.

Except for the leaves described in paragraphs a, c and d above, applications must be filed with the Personnel Office by April 15 for Fall semester and November 15 for Spring semester.

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 will not be adversely affected. An employee summoned to jury service in Federal or State court shall notify the immediate administrator of such summons. The District and the employee shall jointly seek deferral of the obligation so that it can be performed on the employee's non-work time (vacation, K-time). If the deferred jury service thereafter unavoidably runs into the employee's work time, a paid absence or leave shall be granted to the employee for up to 20 days subject only to such exceptions as may be agreed upon by the District and UTLA. As for Federal jury service, if the court denies the deferral request and requires service during work time, paid absence shall be granted. All jury fees received while on District-paid status shall be remitted to the Accounting and Disbursements Division.

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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 may, in the discretion of the District, 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.

21.0 Half-Time Leave: A regular half-time leave may in the discretion of the District be granted to allow a permanent employee or probationary Children's Center Teacher to continue service for half of each working day. Exceptions to the "half of each working day" requirement may be made in special circumstances but shall require written special approval of the Region/Division 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 each pay period. Such leaves may be reapproved each semester indefinitely by mutual agreement between the employee and District.

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22.0 Reduced Workload Leave: A reduced workload leave may 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, under the following conditions:

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 five years;

b. The employee has reached age 55 prior to the school year during which the leave is effective and will not reach age 70 during such school year;

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 full-time employment. Time spent on leaves shall not constitute a break in the 5 school year sequence, but shall not count toward that 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, in which case the specific assigned hours shall be determined by the immediate administrator, or for one complete semester of full-time service per year. If the employee is assigned on other than the "C" basis, the leave shall be the equivalent of one-half of the number of days 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 Region/ Division Superintendent upon recommendation of the site administrator. In any event, the assignment shall be for the equivalent of one-half of the number of hours required for full-time employment;

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

f. 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.

22.1 Where an employee is assigned for one complete semester of full-time service per year, the District shall maintain the employee's Health and Welfare benefits for the remaining semester of that year. This reduced workload leave is granted pursuant to Education Code Sections 22724 and 44922 or Government Code Section 20815.

22.2 The period of service and leave under Section 21.0 or 22.0 shall not qualify for salary step advancement under Sections 16.0 and 19.0 of Article XIV, but shall qualify for regular benefits under Article XVI.

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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 a State Teachers' Retirement Disability Allowance for up to 39 months from the effective date of the disability allowance, 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 allowance to the end of the school year in which the disability allowance begins. The leave will be extended annually for periods not to exceed a total of 39 months from the effective date of the disability allowance, or until the effective date of service retirement, whichever is first.

b. If the disability allowance is 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 employee health coordinator. If the return is approved by the employee health coordinator the employee will be returned to active service. An employee not approved to return by the employee health coordinator may appeal to a Medical Review Committee. This committee shall be comprised of a District physician, a physician selected and compensated by UTLA, and a third physician selected by the two doctors. The third doctor shall be compensated equally by the District and UTLA. A decision by the Medical Review Committee shall be final.

c. A substitute or temporary employee who receives a disability allowance shall be deemed unavailable for service, while receiving such allowance, 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.

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) probationary contracts may be offered in the regular K-12 program in fields in which eligible lists have been exhausted.

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. Teacher trainees must be assigned to teach only the subject(s) listed on the Teacher Trainee Certificate(s).

2.1 Normally a probationary teacher shall be assigned to teach in 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 junior 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.

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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 interns, then teacher trainees, then Conditional employees, then Probationary I employees, then Probationary II employees and finally Probationary III 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

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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, intern, teacher trainee, or conditional status.

Article XIII - Reduction in Force

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 III, then Probationary II, and finally Probationary I employees. Within each status the individual(s) with the earliest seniority date shall be made offers of re-employment first except that, as between individuals who have the same seniority date, they shall be re-employed in the inverse order of their termination;

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

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

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

a. The order of termination or reassignment shall be by status beginning with Probationary I or Qualifying I status employees, then Probationary II or Qualifying II status employees, and finally Probationary III or Qualifying III status employees. Within each status employees with the latest class seniority date shall be terminated first. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

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

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

Article XIII - Reduction in Force

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

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

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

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

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

ARTICLE XIV

SALARIES

1.0 Salary Tables, Schedules, and Rates: The 1988-89, 1989-90, and 1990-91 Salary Tables, Schedules, and Rates are attached to and incorporated in this Agreement as Appendix E. The 1988-89 increases are retroactive to July 1, 1988 with computation of retroactivity and deductions to follow the system described below. The 1989-90 rates shall be effective July 1, 1989 and the 1990-91 rates shall be effective July 1, 1990. There shall be no retroactive effect upon any tables, schedules, and rates except as provided in this Article or in Appendix E. In order to provide the retroactive payments promptly, and to minimize administrative expense, the retroactive salary payments shall be processed as follows: The District will, using its payroll records, compute for each employee the gross salary payments for the retroactive period (commencing July 1) for basic services covered by the above-referenced scheduled rates, and excluding services not so covered. To that gross total the appropriate adjustment factor specified in Appendix E shall be applied. For purposes of administrative convenience, certain minor salary items which are not to be increased may be included when computing the lump sum; however, it is understood that such computations and overage payments are not to be considered as precedent or permanent changes, and shall not be reflected in other salary warrants. The granting or denying of such an overage payment to any employee shall not be grievable. Deductions from the lump sum shall be as follows: 8% for the employee's STRS contribution; 20% for Federal income tax withholding; and 3% for State income tax withholding.

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

Adult Teacher, Academic Instruction (4)	Adviser, Work Experience
Adult Teacher, ESL (4)	Education (8)
Adapted Physical Education	Alternate Preparation Table
Teacher, K-12 (6)	Assignment (6)
Adult Teacher--Hourly Rate (4)	Career Adviser (6)
Adult Teacher, Monthly Rate (6)	Categorical Limited Contract
Adult Teacher, Public or Private	Teacher (6)
Contract (6)	Children's Center Teacher (8)
Adult Teacher, Staff Development (4)	Coordinating School Audiometrist (8)
Adult Teacher, Temporary Classes (4)	Coordinating Field Librarian (8)
Adult Teacher--Adviser (4)	Coordinating Training Teacher (8)
Adult Teacher--Counselor (4)	Counselor, Adult Vocational (8)
Adviser, Categorical Program (6)	Counselor, Student Attendance and
Adviser, Workstudy (8)	Adjustment Services (8)

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Counselor, Student Discipline Proceedings (8)	School Audiometrist (6)
Counselor, Young Adult (8)	School Nurse (6)
Development Center Teacher (6)	School Optometrist (6)
Educational Audiologist (8)	School Psychologist (8)
Elementary School Counselor (6)	Secondary School Counselor (6)
Elementary Teacher (6)	Secondary Teacher (6)
Instructor, Driver Safety (8)	Senior Educational Audiologist (8)
Instructor, JROTC (6)	Senior Instructor, JROTC (6)
Librarian, Elementary School (6)	Senior School Psychologist (8)
Librarian, Secondary School (6)	Special Education Teacher (6)
Nonclassroom Assignment Preparation Table (6)	Special Education Teacher-Off Norm (6)
Nonschool Assignment, Preparation Table (8)	Teacher, Grades 7-9, (6)
Orientation & Mobility Instructor (8)	Temporary Adviser, Children's Center Salary Table (8)
Psychiatric Social Worker (8)	Temporary Adviser, Hourly Schedule (6)
Psychologist, Clinical (8)	Temporary Adviser, Special Services Salary Table (8)
Regional Occupational Contract Teacher (4)	Temporary Resource Teacher (8)
	Temporary Resource Teacher, Hourly (4)

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

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

b. Allow for increase or decrease due to reallocations or reclassification.

c. Allow for increase or decrease due to promotion or demotion.

3.0 Minimum Requirements for the Preparation Salary Table: The ways in which minimum requirements shall be met for the Preparation Salary Table are a bachelor's degree conferred upon completion of a standard four-year college course, or possession of a Special Secondary Limited Industrial Arts, Special Secondary Vocational Class A Credential, or any Designated Subjects Teaching Credentials with Specialization in Vocational Trade and Technical teaching.

3.1 The minimum requirements for the Children's Center and Development Center Salary Tables shall be 60 semester units of credit from an accredited college or university.

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4.0 Allocation to Children's Center and Development Center Salary Tables: New Children's 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 Children's 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 Children's 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 Table -- Rating-in of Newly Assigned Employees: Newly assigned employees (other than provisionals except as provided in Section 5.2 below) who are assigned to positions paid on the Preparation Salary 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:

<u>Years of Acceptable Experience</u>	<u>Step</u>
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8 (effective 7-1-88)	9
9 (effective 7-1-89)	10

Effective July 1, 1989 the maximum rating-in limits shall be eliminated, i.e., eligible employees may rate-in up to Schedule 27, Step 10 on the Preparation Salary Table.

5.1 This section does not apply to Children's Center teachers, Development Center teachers, or Categorical Limited Contract teachers.

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5.2 This Section is also applicable for rating-in of Special Education teachers hired under provisional contracts with Master's Degrees in Special Education. For all other purposes, including status, tenure, and seniority date, such employees shall be treated as provisional employees.

6.0 Revisions Affecting the "Rating-In" of New Hires: For employees initially hired effective July 1, 1985 or thereafter, the following salary rating-in changes shall apply. For clarification of "approved, creditable experience," see Section 14.0 of this Article.

a. For employees hired in other than provisional status, the past "rating-in" limitation of Step 5 (based upon the number of years of creditable prior teaching experience) and Schedule 24 (based upon the number of acceptable college credits) shall be increased to Step 6 and Schedule 25, and one additional Step and Schedule each succeeding year up to a maximum of Step 10 and Schedule 27 for the 1989-90 school year.

b. For employees initially hired in shortage fields, the District may in its discretion waive any rating-in limitation for newly hired probationary employees who possess the regular appropriate credential.

c. The current general exclusion of prior non-teaching service from approved experience may be waived by the District in the case of newly hired probationary employees who have the regular appropriate credential, who are contracted in shortage fields, and who have prior work experience which the District reasonably deems to be the equivalent in value to acceptable teaching experience (e.g., new math teacher previously employed as mathematician).

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

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From	TO Provisional		TO Temporary Contract, Teacher Trainee, Intern, or Probationary		TO Permanent	
	Step	Schedule	Step	Schedule	Step	Schedule
1. New employees and former employees (except as provided in 3 below) who return after more than 39 months	rate-in	rate-in	rate-in	rate-in	--	--
2. Former extended day-to-day substitute, intern, teacher trainee, temporary contract, provisional, 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, intern, teacher trainee, temporary contract, provisional, 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	restore, retain, or rate-in	restore, retain, or rate-in	restore, retain, or rate-in	restore, 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 CC 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.

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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, Children's 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 New Employees in Provisional Status: Except as provided in Section 5.2 of this Article, new provisional (emergency credential) employees shall be allocated to the Preparation Salary Table as follows:

a. The maximum schedule placement shall be Schedule 22. The step placement shall be determined from the following Table:

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

b. Minimum requirements are the same for probationary employees on the Preparation Salary Table. Credit for approved experience shall be allowed on the same basis as for new probationary employees.

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 Children's Center Teachers on the Children's Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary 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:

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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, Children's 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 Prep., CC or DC 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 Prep., CC, or DC 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 Prep., CC, or DC 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 Prep., CC, or DC Table.

d. Schedule placement will be based on information on file in the Personnel 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 Prep., CC, or DC Salary Table from a class paid on another pay period rate

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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 Prep., CC, or DC 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, Children's Center, or Development Center Salary Tables shall be authorized in accordance with the following provisions:

a. New employees in a position on the Preparation, Children's 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:

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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 assignment office or, if sent by United States mail addressed to the Personnel 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:

<u>Date of Filing</u>	<u>Effective Date</u>
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 appropriate salary allocation office.

e. A new employee who has filed a rating-in claim may file additional supplemental rating-in claims for coursework 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 and must be filed within three calendar years of initial rating-in. 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 claim is filed within four calendar months of such date. If supplemental claim is filed after four calendar months from the election date, but within three calendar years of initial rating-in, 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.

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D | 14.0 Approved Experience: New contract employees assigned to positions paid on the Preparation Salary Table shall be allowed credit for the types of paid experiences which are listed below, for the purpose of allocation to the salary schedule, provided that proof of such experience has been submitted, and that no more than one year of credit may be granted for experience acquired during any one school year. Credit may be granted for District experience including substitute service during the year in which rating-in is effective. Subject to the above, the applicable experience is as follows:

a. Day school certificated experience in approved public schools and teaching experience in approved institutions of collegiate grade.

b. Day school experience in approved elementary and secondary schools other than public schools, such credit not to exceed three years. For employees initially hired effective July 1, 1985 or thereafter the maximum credit shall be 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 children's center permit programs; and
- (3) Special Education experience must also have been at work sites or in programs that were State certified, provided instructional rather than custodial care, or were receiver schools for public school students under provisions of Public Law 94-142.

d. Vocational experience related to the field to which a teacher is assigned with a teaching credential that has as a requirement the completion of trade experience consonant with the subject named on the credential. The experience must have occurred after completion of an approved four-year learning period. Such learning period shall consist of an apprenticeship, a recognized equivalent occupational or collegiate level preparation, or a combination thereof. College units which are consonant with the subject trade named on the credential shall be allowed for the learning period on the basis of 30 semester hours coursework equivalent to 50 weeks of trade experience. Fifteen

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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 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, possess a regular appropriate credential, and be contracted in the designated shortage field.

f. Professional librarian experience in an approved public or private library. Credit for librarian experience in approved private libraries may not exceed three years. For employees initially hired effective July 1, 1985 or thereafter the maximum credit shall be 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.

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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 ten years immediately preceding the election for which rating-in is provided. For employees initially hired effective July 1, 1985 or thereafter there shall be a 15-year limit.

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, except that a year of vocational experience used for either the learning period or step placement, as set forth in paragraph "d" of this section, shall be cumulative over one or more calendar years and shall consist of 250 days.

This section does not apply to the rating-in of Children's Center Teachers on the Children's Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary Table. (See Sections 4.0 and 7.0 of this Article and Appendix E, Sections 3.5 and 3.5a.)

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.

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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. Effective July 1, 1989, a combination of substitute and contract service during the previous school year may be used to fulfill the 130 day requirement, upon request by the employee to the Salary Allocation Office. See also Section 13.0e above.

b. Hourly Rate Schedule. The employee must have been paid on the Hourly Rate Schedule for 156 hours 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 Table. (Schedule 20 through 27): In order to qualify for a schedule placement or advance on the Preparation Salary Table, the employee must possess the requisite total number of points according to the following schedule:

<u>Schedule</u>	<u>Points in Excess of Minimum Requirements</u>	<u>Schedule</u>	<u>Points in Excess of Minimum Requirements</u>
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 Children's Center Teachers on the Children's Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary Table.

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18.0 Schedule Advancement - Children's Center and Development Center Salary Tables: In order to qualify for a schedule advancement on their respective salary tables, Children's Center Teachers and Development Center Teachers must meet requirements according to the following:

Advancement to	Schedule	Requirements
<u>CC</u> 16	<u>DC</u> 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 Children's 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 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 DC Schedules 14 or 15, or CC Schedules 18 or 19. Advancements may occur all year long at the designated intervals as provided in this Section.

20.1 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.

20.2 The date that a point application is filed is the date that it is received in the assignment office, or if sent by the United States mail addressed to Personnel Division, the date that it is post-marked.

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20.3 The same requirements for completion of study, filing of proper application form, and effective date of differential shall apply to the degree and Specialist Nurse differential as for schedule advancement. In order to receive a degree differential, the degree must have been granted, or there must be satisfactory evidence that all requirements for the degree have been completed and of eligibility to receive the degree.

21.0 Eligibility for Degree Differential: An employee on the Preparation, Children's 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, Children's 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

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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, Children's Center Salary Table or Development Center Salary Table is eligible for a career increment as soon as the requirements set out below are met.

23.1 Preparation Salary Table:

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 step and schedule of the Preparation Salary Table, or a higher rate while not paid on the Preparation Salary Table, and completed at least two Staff Development point credits or equivalent college course dealing in modern techniques and practices for the classification to which allocated.

b. Employees who have not completed the multicultural in-service courses required in Section 22.0 must meet the two salary points of study requirement by completing a State-approved multicultural in-service course(s) or equivalent study. Employees who have completed the requirement in Section 22.0 must complete the study requirement in the preceding paragraph.

c. If the required two point credits are completed after the above five-year period, the effective date of the career increment shall be determined under provisions for effective date of schedule advancement.

d. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

e. 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;

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c. The employee must have served five school years on the top rate of either a Special Services Salary Table schedule or the top rate of the Preparation Salary Table (or a combination of both) and during each of the five years must have been paid for the number of hours required for step advance. The five years need not be consecutive;

d. The employee must have completed two staff development credits involving modern techniques and practices for the employee's classification during the five school years immediately preceding the school year in which the Career Increment is to become effective;

e. The employee must have completed two staff development credits meeting the multicultural requirement as described in Section 22.0. These credits may be used for the credit requirement in (d.) above; and

f. The employee is subject to the requirements of Section 23.1 above.

g. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

23.3 Children's Center Salary Table:

a. The employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Children's Center Salary Table, or a higher rate while not paid on the Children's Center Salary Table.

b. The employee is subject to all of the requirements of Section 23.1 above. D

23.4 Development Center Salary Table

a. 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 except there is a grace period, for the 1989-90 school year only, to complete the two Staff Development point credits or equivalent college course dealing in modern techniques and practices.

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

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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, Children's 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, Children's Center Salary Table, and Special Services Salary Table because of long years of service. The differential is part of the employee's pay period salary rate and is included in computing retirement, and in determining salary upon promotion.

c. Assignment Differentials. An assignment differential may be granted to school-based employees because of additional duties which are related to the basic assignment but which require service in addition to the duties of the regular position. The assignment must involve working with students or performing duties specifically related to the assignment beyond the scheduled work day. The responsibilities of the assignment and the rate of pay shall be agreed upon in writing by the responsible administrator and the employee before the assignment begins. Such differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion. The number and type of assignment differentials allocated to each location shall be determined by the District. Assignments differentials may be paid for the following functions:

- (1) Activity Assignment. An activity assignment differential may be assigned each semester or season by the principal to an employee for service in the areas of choral music, drama, drill team, instrumental music, journalism, speech, stagecraft, 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

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- (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/multimedia, reading, special education, student government, subject field or grade level leadership (department or grade level chairpersons), work experience, or with the approval of the region superintendent, other activities related to the operation of the school.

The District bulletin regarding Supplemental Pay Guidelines, Interscholastic Athletics, and Coordinatorships, in its then-current form, will be posted at each school site during the time such assignments are being determined.

d. Specialist Nurse Differential. A Specialist Nurse Differential shall be paid to a school nurse who has successfully completed a specialist nurse training program and who is assigned to a health appraisal team to perform designated duties that supplement the regular duties for a school nurse. Such assignments shall be made by the District Nursing Service Branch on a rotational basis (see Appendix E, Section 10.6).

e. Responsibility Differential. A responsibility differential is granted to an employee on the Preparation Salary Table because of duties regularly assigned to the position which result in a higher level of responsibility. Such a differential is a part of the employee's regular pay period salary rate. Except for head summer school teachers the differential is included with the regular salary in computing retirement or determining salary upon promotion. The classes which include responsibility differentials are Coordinating Training Teacher and Head Teacher, Elementary/Special Education Summer School.

f. Temporary Adviser Differential. An employee who is temporarily assigned to a Non-School Assignment, Preparation Table may be granted a Temporary Adviser Differential. Such a differential is in recognition of the assignment of different duties and the displacement of the employee from the normal work station. The differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion.

24.1 When the activity for which a salary differential has been received is discontinued, employees receiving such differential shall be continued on the salary schedule at their regular rate including Degree and Career Increment Differentials, but excluding any other salary differential.

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25.0 Auxiliary Teachers: An auxiliary teacher is a secondary school teacher assigned to teach one additional regular class period each day. They shall be assigned on the C or S basis and shall be paid at the rate of their regular assignment. 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 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 librarian 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 assignments. 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:

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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 librarian service. Replacement service is also authorized for nurses in Special Education facilities where two separate operations share a common site and when a nurse is assigned to perform services at both locations in the absence of a regularly assigned nurse. The total number of hours in all pay period rate replacement assignments for any one employee shall not exceed twelve per pay period. The total number of hours in all hourly rate replacement assignments for any one employee shall not exceed twelve per pay period. However, such limits on replacement service may be exceeded when, in the judgment of the principal, special needs of the school so indicate;

b. Replacement service representing less than .1 of a full hour of compensation will not be reported to the Payroll Section;

c. Replacement service accumulated on a pupil-hour basis will not be carried over from one school year to the following summer session or school year nor from a summer session to the following semester;

d. An elementary level teacher shall receive one hour's pay for each 30 pupil-hours of replacement service rendered with regular elementary students or one hour's pay for each 15 pupil-hours of replacement service rendered with special education students. A secondary, secondary special education, or adult education teacher shall receive one hour's pay for each class hour of teaching for an absent teacher; and

e. The rate of pay for replacement service for an absent pay period rate teacher shall be the replacement teacher's hourly rate derived from the regular 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.

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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 a summer session, 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:

<u>Number of Weeks of Service As a Training Teacher</u>	<u>Fractional Part of Training Teachers Salary to be Paid</u>
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.

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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 a 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 change: Pursuant to the 1985-88 Agreement, the District in Fall of 1988 implemented the new Friday payday procedures. Such procedures shall be retained.

33.0 Teacher Retraining and Tuition Reimbursement: The District agrees to participate in, and to seek renewal of the District Office of Instruction Retraining program in mathematics and science for elementary and secondary teachers. As an exception to Article XV, Section 5.0, employees may be compensated for participating in teacher training activities and be granted salary point credit. In addition, under S.B. 813, new teachers may have up to \$8,000 of their educational loans assumed by the State of California provided they: (1) were approved for the Assumption Program of Loans for Education while they were working toward their teaching credential, (2) obtained a full California teaching credential, and (3) secured a qualified teaching position with the District.

34.0 Employer "Pick-up" of Employee Contributions to State Teachers' Retirement System (STRS): Effective January 1, 1986 the District will 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

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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 Teachers: Effective July 1, 1985, the classification of Extended Substitute-Home Teacher shall be established to cover those employees who are assigned home teaching responsibilities by the Division of Special Education. Home Teachers shall be paid on an hourly basis for time served, with the hourly rate determined as follows: they shall be rated-in on the Preparation Salary Table pursuant to this Article; after service equal to 35 days, an accrual factor of .11364 shall be added to the hourly rate, retroactive to the first day of service for the school year. The accrual factor is in lieu of holiday and illness pay. Any illness balance previously credited may be used pursuant to the applicable provisions of the 1980-82 Agreement.

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.

ARTICLE XV

SALARY POINT CREDIT AND STAFF DEVELOPMENT

1.0 Requirements for Salary Point Credit: After placement on the Preparation Salary Table, employees shall be entitled to earn salary point credit as provided in Sections 1.1 - 1.3 and 7.0 of this Article; such guidelines to be effective July 1, 1989:

1.1 Salary Point Credit -- General Policy. In order to qualify for salary point credit, coursework must be directly related to the employee's current assignment and to the curriculum/subjects commonly taught in the District. The coursework must also enhance the employee's knowledge of the subject(s) taught as well as increase the methodology skills associated with teaching those subjects.

a. Salary point credit will also be granted for coursework leading to an advanced degree in the subject(s) currently taught or to meet renewal requirements for the acquisition or renewal of a current teaching credential or certificate.

b. Credit for coursework that does not relate directly to the current assignment or satisfy the credential renewal requirement but is pursued in preparation for a future, District teaching or service assignment will be granted: (1) upon filing, if coursework is in a designated shortage field; and (2) upon verification that coursework is related to the employee's new assignment if in a non-shortage field.

1.2 Salary Point Credit Guidelines. The following guidelines will apply to all coursework:

a. Coursework must meet all established guidelines specified in the Agreement and request for salary point credit must be submitted on appropriate District forms.

b. Verification of completed coursework must be submitted within three years of course completion. (See Section 2 below.)

c. Coursework that does not meet the criteria for immediate credit but is submitted within the established time limit of three years will be held on file at the Salary Allocation Unit until the credit is requested by the employee and it is verified by the immediate administrator that the coursework is directly related to the new assignment.

d. Credit for advanced degree differentials from an accredited college or university will be granted upon filing of verification of the degree award.

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e. For coursework pursued toward a new credential or certificate, the employee shall provide verification that: (1) the class is officially included in the credential/certificate program and (2) that he/she is officially enrolled in that program. Verification shall be submitted to the Salary Allocation Unit at the time salary point credit is requested.

f. Coursework leading to an advanced degree in areas which may not be considered appropriate preparation for a future District teaching or service assignment will be reviewed (e.g., law, business management, real estate, theology, theater arts, dentistry, medicine, etc.). Credit may be granted in the reasonable discretion of the District for certain beginning coursework in fields related to the employee's current or future District teaching or service assignment (e.g., constitutional law applied to social studies/government assignment).

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

1.3 Effective dates for approved coursework.

a. For coursework listed below, salary point credit will be granted upon filing of application provided it meets all other requirements specified in this Article (e.g., recency, passing grade, etc.).

1. Coursework directly related to the subjects currently taught (includes coursework leading to an advanced degree and coursework pursued for credential renewal requirements).
2. Coursework leading to a new preliminary or clear teaching credential or certificate in designated shortage fields accepted by the District.
3. Coursework leading to the acquisition of a District-identified "target" language.
4. Coursework required for acquisition of: (a) a Bilingual Cross-Cultural Certificate of Competence (BCC); or (b) a bilingual credential issued by the Commission on Teacher Credentialing (CTC); or (c) English As A Second Language teaching certification; or (d) Coursework leading to the acquisition of a Language Development Specialist (LDS) Credential.
5. Coursework required for acquisition of a Special Education certificate or credential.

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6. Coursework related to teaching reading, teaching reading in the content areas, and teaching reading to speakers of other languages.
7. Coursework completed as a participant in District-sponsored projects that meet District needs and/or meet specific statutory requirements. (Child Abuse or Substance Abuse Prevention, Computer Literacy, etc.)
8. Coursework in a designated shortage field.
9. Coursework leading to an advanced degree in Education or a preliminary or clear teaching credential in Education.

b. For coursework listed below, and provided all other requirements specified in this Article are satisfied, salary point credit will be granted upon employee's request and verification by the employee's immediate administrator that the coursework is directly related to the employee's new assignment:

1. Coursework pursued toward a preliminary or clear teaching credential in a non-shortage field.
2. Coursework leading to an advanced degree in a non-shortage field.
3. Coursework not directly related to the current assignment.

c. The effective date of schedule advancement, if eligible, shall be as provided in Section 20 of Article XIV.

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. Subsequent to initial rating-in, all requests for salary point credit including coursework, independent study, staff development, research study, educational travel, and work experience projects must be submitted within three calendar years of the completion date in order to receive credit, except as provided in Article XIV, Section 23.

b. All coursework must have a grade of "C" or better or show "credit", "satisfactory", or "pass" in order to receive credit.

3.0 Unit of Measurement for a Salary Point: For purposes of allocation to and advancement on the Preparation Salary Table, a salary point shall be (a) a semester unit as defined by the University of California or (b) a unit of measurement established by the District and

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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.

Credit for coursework taken in extension, seminars, week-end courses and non-credential/non-degree programs completed at accredited colleges or universities, but which does not meet the minimum standard requirement for contact hours with the instructor, will be pro-rated for salary advancement purposes provided it meets all of the requirements of this Article. For example, a course for which the university awards one semester unit, but which has only twelve (12) contact hours, will be credited as .8 semester units for salary advancement purposes.

4.0 Point Credit for Study Completed Prior to Effective Date of Assignment: Point credit may be allowed for successful completion of Staff Development point projects prior to the effective date of assignment to the Preparation Salary Table provided that the employee concerned either:

- a. Was a certificated employee of the District during the period of project attendance, or
- b. Prior to the enrollment in a project had filed with the District an official acceptance of an offer of employment for a certificated position.

5.0 No Credit During Paid Time: Point credit shall not be granted for any projects, study, or travel undertaken during paid time, with the exception of study during paid holidays, vacation, or sabbaticals. Except as otherwise provided in this Agreement, employees shall not be granted salary point credit for any study undertaken while on paid time or for which they have received tuition or other reimbursement from the District.

6.0 No Credit for Study Used to Meet Minimum Requirements: Except as otherwise provided, point credit for advancement on the salary table shall not be granted for study which has been used to meet minimum preparation requirements.

7.0 Point Credit for Study in Accredited Institutions of Higher Learning: An accredited institution of higher learning is a college or university accredited by a regional accrediting commission and listed in the current editions of the Education Directory, Colleges and Universities, published by the U. S. Department of Education or the Accredited Institutions of Post Secondary Education published by the American Council on Education. Salary point credit shall be allowed as provided in Section 3.0

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for lower division, upper division, and graduate study in an accredited institution of higher learning, provided it meets all of the criteria set forth in Section 1.0 - 1.3 of this Article and the employee's immediate administrator certifies prior to enrollment that the course for which salary point credit is sought is directly related to the employee's current assignment. The employee shall submit the course title and official description to the employee's immediate administrator prior to enrolling in the subject course. Approval by the immediate administrator shall be considered final for determining the relevancy and relatedness of the course to the employee's current assignment. All other requirements for salary point credit will be evaluated by the District Salary Allocation Unit.

8.0 Credit for Study in Schools Other than Accredited Institutions of Higher Learning: Point credit may be granted for study in schools other than accredited institutions of higher learning provided that such study (a) shall have been undertaken subsequent to high school graduation or equivalent; (b) meets the criteria of section 1.0; and (c) is of a quality and advanced nature comparable to that undertaken in an accredited institution of higher learning.

8.1 Study undertaken in "nonaccredited" institutions subsequent to the employee's placement on the Preparation Salary Table for which point credit is requested must have been approved in advance and must be completed within one year of the date of approval.

9.0 Independent Study: Independent study under the direction of a person qualified in the field of study may be approved for salary point credit provided that:

- a. The study is directly related to the employee's field of service;
- b. The study will provide for an increase in the employee's job skills, knowledge, and understanding equal to or exceeding that expected from study in an accredited institution of higher learning and is the equivalent of not less than two semester units;
- c. A detailed study plan and a resume of the person to direct the study are submitted and approved in advance;
- d. The person to direct the study is a recognized expert in the field in which the independent study is planned;
- e. The study is recommended by the immediate administrator and preapproved by a Superintendent's committee coordinated through the Professional Development Branch; and

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f. At the completion of the independent study a written report, and if appropriate, samples of work resulting from the study are submitted to and approved by the Professional Development Branch.

9.1 No credit will be allowed for independent study for which college, university, or non-accredited institution credit is granted.

10.0 Provision for Staff Development Point Projects: Provision by the District for in-service education shall include Staff Development Point Project classes. These classes will be planned to offer additional study for qualified employees in the fields in which they are currently serving or planning to serve and will be intended to provide for a substantial increase in employees' skill, knowledge, and understanding of their current or planned assignment.

11.0 Planning and Scheduling Staff Development Point Project Classes - Responsibility: Superintendents of administrative regions and operating divisions shall be responsible for authorizing Staff Development Point Project Classes scheduled for employees assigned to their region or division. It shall be the responsibility of the appropriate superintendent to insure that Staff Development Point Project Classes are planned with the involvement of the employees concerned and to meet their in-service education needs.

11.1 Staff Development Point Project Classes may be sponsored on a district-wide basis by recognized employee organizations in cooperation with the Professional Development Branch and the Division of Adult and Occupational Education.

12.0 Conducting Staff Development Point Project Classes - Responsibility: It shall be the policy of the District whenever feasible to conduct Staff Development Point Project Classes in cooperation with and through the Division of Adult and Occupational Education. Provision may be made by the Division of Adult and Occupational Education 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.

12.1 Adult Education classes other than those conducted as Staff Development Point Project Classes do not qualify for salary point credit.

13.0 Selection and Payment of Instructors for Staff Development Point Project Classes: Instructors for Staff Development Point Project Classes must have an appropriate teaching credential and be approved by the appropriate superintendent or designee.

13.1 Instructors for classes conducted through the Division of Adult and Occupational Education shall be paid as adult education teachers. Instructors of classes conducted by an administrative region or division shall be paid at the minimum rate on the Hourly Rate Schedule.

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13.2 Instructors of Staff Development Point Project Classes may choose to accept double salary point credit in lieu of salary but will not receive double salary point credit for teaching the same course more than once.

13.3 Responsibility for instruction of a Staff Development Point Project Class may be distributed between several persons provided each person assumes full leadership for at least four class hours of a course.

14.0 Responsibility of Instructors of Staff Development Point Project Classes: Responsibilities of instructors of Staff Development Point Project Classes shall include:

- a. Conducting the course following an approved outline;
- b. Preparing and obtaining approval of an acceptable course outline for a new course;
- c. Maintaining an accurate record of enrollment and attendance;
- d. Ensuring that participants in the course are currently in or planning for the field in which the course is offered;
- e. Providing for appropriate outside preparation and study by course participants; and
- f. Completing and submitting all required records and forms, including course evaluations by participants.

15.0 Size of Point Project Classes: Staff Development Point Project Classes shall be organized on the basis of 15 or more participants, unless otherwise determined by the appropriate superintendent or designee.

16.0 Fees for Point Projects: Employees enrolled in Staff Development Point Projects including those conducted as Adult Education classes 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.

17.0 Course Requirements for Staff Development Point Project Classes: Staff Development Point Project Classes shall be offered on the basis of sixteen class hours of fifty minutes each for one salary point credit. The number of class hours scheduled for each class meeting shall be determined by the appropriate superintendent or designee. 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

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the basis of one salary point for each thirty-two hours of satisfactory completion. For the purposes of this Section, Language Acquisition Classes shall be designated as classes which require outside study and shall be granted point credit accordingly.

17.1 With the approval of the appropriate superintendent or designee, Staff Development Point Project Classes may be offered with some independent study in lieu of up to four class hours. Independent study may also be used to make up for authorized absences.

17.2 Staff Development Point Project Classes may be scheduled for from one to six units of salary point credit. Several classes or meetings requiring fewer than sixteen class hours may be combined to constitute a one point Staff Development Project provided that the time totals sixteen hours and all other requirements are met.

18.0 Salary Point Credit for Participation in Staff Development Point Project Classes: Qualified employees may receive salary point credit for satisfactory participation in Staff Development Point Project Classes on the basis of one salary point for sixteen hours of satisfactory participation plus required outside preparation. To qualify for credit, participants must not miss more than two class hours in a sixteen-hour class, except that a participant may be excused by the appropriate superintendent or designee 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.

19.0 Credit for Research Study: An employee may be allowed point credit for research study of the type which will be beneficial to the District provided that:

a. The research study is directly related to the employee's field of service and is approved in advance by the appropriate superintendent or designee;

b. No point credit is allowed for research study for which college or university units or degrees are allowed;

c. The plan for the study is of such merit and extent as to warrant the allowance of a minimum of two points. The amount of point credit shall be preliminarily determined (in advance) by the Office of Professional Development;

d. The study is under the direction of the Office of Professional Development and the employee makes regular progress reports;

e. No credit is allowed for research study until the entire study is completed;

f. The employee files a copy of the completed study with the appropriate superintendent or designee.

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g. The study is to be available for use in the District as needed.

20.0 Salary Point Credit for Educational Travel Projects: One salary point credit shall be allowed for each week of educational travel provided:

a. A Travel Plan is approved in advance by both the employee's immediate administrator and the Salary Allocation Office;

b. The travel is for educational rather than recreational purposes and is carefully planned so as to result in a significant contribution to the employee's professional growth;

c. The Travel Plan includes:

(1) A day by day itinerary;

(2) Major points of interest to be visited; and

(3) A written statement explaining the specific relationship of the trip, and the places visited to the employee's assigned responsibilities;

d. A final written report is submitted by the employee and approved by the immediate administrator and the Salary Allocation Office, the report to include:

(1) A day-to-day log of the trip;

(2) A written statement explaining how information and experience gained from the trip will be specifically used in the instructional program or related assignment for which the employee is responsible; and

(3) A typewritten comprehensive statement assessing the educational value of the travel for the employee;

e. The travel does not include time during which study to be used for point credit is undertaken; and

f. Not more than 14 salary points are accumulated for educational travel during the entire service of the employee, except that five years after completion of the maximum accumulation an employee may petition the Salary Allocation Office for not more than two additional salary points for travel.

g. For employees hired effective July 1, 1986 or thereafter, the point value shall be one salary point credit for each two weeks of travel, and the career maximum accumulation shall be seven salary points.

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h. Salary point credit shall not be granted for travel undertaken during paid time with the following exception. Effective 7-1-89, employees assigned to a year-round school may receive point credit for travel undertaken during the off-track period which includes spring recess provided an adjustment is made to exclude credit for a one-week spring recess period (e.g., with a three week off-track period which includes one week spring recess, the maximum allowable credit would be two salary points; for employees hired after 7-1-86, the maximum allowable credit in this case would be one salary point.)

21.0 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.

21.1 The superintendent of the Division of Adult and Occupational Education shall appoint a committee of three members to render advice and guidance in the establishment and administration of standards and procedures relating to point projects which include employment. The committee shall be made up of one employee from the Personnel Division and two employees from the staff of the Division of Adult and Occupational Education. 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.

21.2 Written approval on the official application form must be obtained prior to commencement of the employment portion of the project.

21.3 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.

21.4 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).

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21.5 Two consecutive weeks of approved employment shall be the minimum period of employment for an educational work experience project. Employment must be for the standard work week for the particular trade or occupation. There shall be no fractional credit granted for fractional parts of a week.

21.6 The employment portion of an educational work experience project shall not include any time during which other study used for point credit is undertaken.

21.7 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 Health and Welfare Plans - General: The District's 1988-89 obligation for health and welfare plans is to be defined as, and limited to, a maximum of \$3,250 average per participating employee, which the District guarantees will be a sufficient amount to provide the same benefit plans for 1988-89 as were agreed upon for 1987-88. For each of the 1989-90 and 1990-91 school years the District shall increase its defined contribution by the amount necessary to provide the same benefit plans as were agreed upon for 1988-89. The above defined contribution obligation shall be satisfied by the following combination of resources: amounts paid to insurance carriers and health maintenance organizations, amounts transferred to the District's Health and Welfare Self Insurance Fund, amounts available from beginning balances in said Self Insurance Fund, and amounts available from interest income in said Self Insurance Fund. No other resources or amounts paid, transferred or available are to be included in the defined contribution.

1.1 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.

1.2 Various references to, and descriptions of, benefits are alluded to herein below. However, such references and descriptions are not intended to be complete; the controlling documents regarding such matters are the applicable contracts between the District and the carriers/plan administrators. All disputes regarding coverage and benefits (except for Section 2.1 Appeal Procedures) are to be resolved under the Plan's own grievance procedures rather than under Article V of this Agreement.

1.3 UTLA has been 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. If a Plan unilaterally imposes a change in coverage or benefits, continuance of that Plan's services is subject to agreement by both parties. Changes in carriers or coverage are subject to negotiations.

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1.4 Subject to the implementing terms of the applicable contracts between the District and carriers/administrators as provided in 1.2 above, the 1988-89 benefit plans are as follows:

a. One or more fee-for-service hospital-medical plans with benefits comparable to the District's current self-insured plans for eligible employees and dependents. The current plan includes, but is not limited to, the following items which were added July 1, 1987:

- (1) In-patient Psychiatric Treatment: 30 days per year subject to the \$100 annual deductible and reimbursed at 80%, with a maximum of 90 days per lifetime.
- (2) In-patient Substance Abuse Treatment: 30 days per year subject to the \$100 annual deductible and reimbursed at 80%, with a maximum of 90 days per lifetime.
- (3) Out-patient Psychiatric/Substance Abuse Treatment: Maximum of \$40 per visit, subject to the \$100 annual deductible and limited to \$3,000 per calendar year.
- (4) The lifetime maximum for services subject to the annual deductible and co-payment shall be \$1,000,000.
- (5) The District's plan administrator may conduct individual evaluations and allow benefits for hospice care, home health care, or residential treatment programs as an alternative to acute hospitalization. Such arrangements are to be voluntary on the part of the employee/beneficiary.
- (6) Benefits for organ transplants shall be expanded to include heart transplants and liver transplants, subject to written pre-authorization by the plan administrator.
- (7) Radial keratotomy shall be covered only when medically necessary because vision cannot be corrected by glasses or contact lenses; or

b. One or more group practice plans with benefits comparable to the District's current Kaiser, CIGNA or Maxicare plans for eligible employee and dependents and, subject to Section 1.2 above, including 20 out-patient psychiatric visits per calendar year at no charge, and the employee to pay \$5 per visit (Kaiser) or a reasonable charge (CIGNA) for additional visits. In-patient psychiatric care shall be provided at no charge for 45 days (Kaiser) or 60 days (CIGNA); or

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c. One or more self-insured, fee-for-service comprehensive major medical benefit plans comparable to the District's current C.A.S.H. plan, which shall include a preferred provider organization option.

d. One or more dental/orthodontia plans with benefits similar to the District's current Self-Insured Plan or Pre-paid Dental Plan for eligible employees and dependents;

e. A vision care plan providing benefits comparable to the District's current Vision Services Plan No. 3 for eligible employees and dependents; and

f. A term life insurance plan comparable to the District's current \$20,000 Northwestern National Plan, for eligible employees, together with an optional employee-paid plan for eligible employees and their dependents.

2.0 Cost-Containment Measures for the District's Self-insured Plans: The District, or the administrator of the District's self-insured plan, shall engage the services of a hospital-medical service review organization for the purpose of providing assurance by medical personnel that medical and hospital treatment is appropriate. In addition to the plan procedures and approvals already in effect, coverage and payment of hospital-medical charges are subject to the following conditions:

a. Pre-admission: Before admission to a hospital for any non-emergency treatment, the service review organization is to review the proposed hospital admission to assure that hospitalization and the proposed length of stay are medically necessary. The employee is responsible, pursuant to procedures to be publicized, for ensuring that the service review organization is timely advised of the proposed hospitalization. Failure to obtain such review will result in payment being limited to a maximum of 80% of covered expenses.

b. Post-admission: After admission to a hospital for any treatment, and prior to the extension of a previously approved stay, the service review organization is to review the treatment and length of stay to assure that they are medically necessary. Disapproved services or length of stay shall not be covered expenses under the plan.

c. Alternative Care: As part of its review under a. and b. above, the service review organization may in appropriate cases, as a condition of payment, require fully paid non-hospital care such as home care or hospice care in lieu of protracted hospital care.

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d. Outpatient Surgery: Certain surgical procedures are recognized by the medical profession (e.g., Blue Shield Medical Advisory Panel) as normally performable on an out-patient basis. Those procedures will not be covered when performed on an in-patient basis unless determined by the service review organization to be medically necessary in a particular case. Covered surgical procedures performed on an out-patient basis will be paid at 100% of reasonable and customary rates.

e. Second Opinion Program: In order to be eligible for 100% of reasonable and customary coverage for certain identified surgical procedures, the employee has the obligation to obtain a second medical opinion prior to surgery. The list of such surgical procedures, and a list of Plan approved physicians available for the second opinion, shall be publicized. The cost of such second opinion shall be paid in full by the District. The second opinion shall not affect the employee's right to proceed with the surgery at regular benefit levels if the employee chooses to do so, but failure to obtain the required second opinion will result in payment being limited to a maximum of 80% of covered expenses.

2.1 Appeal Procedures: Procedures for review of claims appealed as a result of the cost containment program will be as follows:

- (1) First Level - conducted by the service review organization
- (2) Second Level - conducted by Blue Shield's medical advisory group
- (3) Third Level - conducted by a committee which includes a representative from the Business Manager's Office and a representative from UTLA. The Contractual Relations Branch shall act as a resource to the committee.

If the third level representatives cannot agree on the disposition of the appeal, a third member selected by the two representatives shall be appointed to cast the determining vote. If the appeal relates primarily to a medical judgment, an opinion shall be sought from an appropriate independent peer review organization; if the appeal relates to a claimed inequity or hardship, the third member need not be a doctor.

3.0 Employee Assistance Program

a. General: An Employee Assistance Program ("EAP") shall be provided for employees and eligible dependents. The objective of the program is to provide confidential, professional counseling and referral services for a wide range of employee concerns including but not limited to: personal, marital and family problems; psychological and emotional problems; alcohol and substance abuse and dependency; or problems arising out of financial or legal matters.

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The program is designed to provide employees with the information, resources and opportunities to resolve personal, family and work problems before job performance is affected and to assist employees in correcting problems contributing to substandard performance. The program is not intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or law.

b. Confidentiality: The program is to be based upon strictest confidentiality and privacy, so that appropriate assistance can be offered by the District and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the District information relating to the decision of any individual employee to seek or decline EAP assistance, referrals or follow-up treatment. Neither the employee nor the District may refer to the following matters in any evaluation or disciplinary appeal, or in any arbitration or litigation arising therefrom:

- (1) The decision of employees to utilize EAP services, or not to do so.
- (2) The recommendation by anyone, including administration, that an employee should utilize EAP services -- or the failure to make such a recommendation.

The existence of the EAP shall stand as conclusive evidence that the District has offered appropriate assistance for any personal problems which may have a bearing upon job performance and which fall under the purview of EAP; however, the presence of the EAP shall not relieve administrators of their obligation to provide the usual guidance and assistance pursuant to Section 5.0 of Article X.

c. Employee Accountability: Employees remain personally accountable for their job performance. The existence and/or utilization of the EAP and other services shall not serve as an excuse for inadequate job performance or as a defense in any disciplinary action.

3.1 Advisory Committee: An EAP Advisory Committee shall be established with three members appointed by the District and three appointed by UTLA. The Advisory Committee shall monitor and evaluate all aspects of the program, develop ideas and activities to increase program effectiveness and employee awareness of the program, and recommend policies and procedures to implement the program. It is contemplated that this Committee will meet jointly with any committee(s) representing other groups of employees.

4.0 Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan, and also as follows:

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a. Except as provided below, every employee who is assigned half time or more of a full-time assignment in one class, in a status other than day-to-day substitute (including extended and extended substitute-home teacher), temporary, extra or exchange, 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. Except as provided below, 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 may 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 (as distinguished from teachers on Half-time leave and Reduced Workload leave) 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 cost of the prorated contribution, the employee must contribute the balance of the full cost.

d. In order to remain eligible, the employee must be in paid status within the employees' assignment basis. However, an employee in an unpaid status who later receives compensation from the District for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which such compensation is allowed. To obtain such reimbursement, the employee shall file application therefor with the District's Health Insurance Section.

e. Adult Education personnel (except those mentioned below) seeking to obtain eligibility in the full health and welfare program must be assigned for eighty (80) hours per pay period in one class, or have been in paid status in one or more assignments for 800 hours during the previous school year. Those who do not meet such requirement will qualify for a new part-time health plan (hospital and medical only, for employee plus one dependent), provided they are assigned for at least forty-eight (48) hours per pay period in one or more classes or have been in paid status in one or more assignments for 480 hours during the previous school year. 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 who have thereafter continuously maintained eligibility

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under the previous rules. With respect to employees whose hours are reduced below the coverage level, see Section 11.0 below.

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 he or she would otherwise have had as an eligible employee or retired employee.

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 affect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application. An employee enrolled in a group practice hospital-medical plan who, while on an authorized sabbatical leave of absence, is located for a substantial period of time during the leave outside the service area of the plan may, by making proper application, enroll in another plan providing benefits in the new area.

5.1 For the District-paid life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit. Employees eligible for enrollment in the employee-paid life insurance plan may enroll without evidence of insurability, provided that completed applications are received by the District's Health Insurance Section no later than 60 days from the date the employee is first notified of eligibility. Employees not submitting applications during the period specified above may enroll by providing evidence of good health acceptable to the plan. Applications for employee-paid life insurance shall be processed to provide coverage at the earliest date consistent with the plan provided and payroll deduction schedules.

5.2 Dependents may be enrolled without evidence of insurability provided that:

a. Application for dependent coverage is submitted by the employee during the enrollment period specified for employees; or

b. If the employee does not have eligible dependents at the time of enrollment, application for newly acquired dependent(s) is received by the Health Insurance Section within 60 days of the acquisition of such dependent; or

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c. If the employee has coverage for dependents and a new dependent is acquired, such newly acquired dependent shall be automatically covered without application.

Dependents not eligible for coverage as provided above may be enrolled by providing evidence of good health acceptable to the plan.

5.3 Once each year there shall be an open enrollment period during which an enrolled employee may change benefit plans. The District's Health Insurance Section shall establish and announce the dates of said open enrollment period.

6.0 Continuance 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 while eligible for a period not to exceed one (1) year by making a proper payment to the plan in which enrolled. Payment shall be made by check or money order in the gross premium amount, payable to the plan and sent to the District's Health Insurance Section. Payments may be made by installments on the due dates and in the amounts required by the plan.

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 accident 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 accident 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 as provided in 5.0 above.

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 one-year 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:

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a. For failure of the employee to make direct payment as provided above, 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;

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 nonpayment of premium, the employee may enroll in another of the District's hospital-medical plans by making proper application to the District's Health Insurance Section.

9.0 Conversion of Enrollment: With respect to the hospital-medical plans and the Pre-Paid Dental Plan(s), 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 plans, employees 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 their own expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

10.0 Retirement Benefit Coverage: Employees who retire from the District receiving an STRS/PERS retirement allowance (for either age or disability) shall be eligible to continue coverage under the District-paid insurance plans (excluding life insurance and EAP) in which the employee was a participant at the time the retirement becomes effective. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 100 full-time days and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in, the service

requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within 39 months of the last day of paid service. The employee must meet the following requirements:

a. Those hired prior to March 11, 1984 must have served a minimum of five consecutive qualifying years immediately prior to retirement;

b. Those hired on or after March 11, 1984 but prior to July 1, 1987 must have served a minimum of ten consecutive qualifying years immediately prior to retirement;

c. Those hired on or after July 1, 1987 must have served a minimum of 15 consecutive qualifying years immediately prior to retirement, or served ten consecutive qualifying years immediately prior to retirement plus an additional previous ten years which are not consecutive;

d. Employees on "Continuance of Enrollment" pursuant to Section 6.0 above shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving an STRS/PERS retirement allowance.

e. In order to maintain coverage, the retiree must continue to receive an STRS/PERS retirement allowance, and must enroll in those parts of Medicare for which eligible.

10.1 Employees shall receive an extension of the one year "continuance of enrollment" (see 10.0d and 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.

10.2 The District shall implement the post-retirement medical plan provisions of AB 528 of 1985 (as reflected in Board Rules 4976-4983 as amended on December 19, 1985) to make benefits available to retired District employees.

11.0 COBRA: Effective January 1, 1987, pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the District's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans.

11.1 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.

11.2 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.

11.3 The Union agrees that COBRA shall be administered pursuant to federal law, and that 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).

12.0 STRS Counseling: The District has renewed an agreement for the 1989-90 school year 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.

13.0 IRS Section 125 (Flexible Benefits): The District and UTLA have agreed to meet and jointly develop an IRS Section 125 Plan which would tax-shelter various employee-directed payments, at no cost to the District. The target date for completion of such discussions shall be August 15, 1989 with an implementation date of January 1, 1990.

ARTICLE XVII

HOLIDAYS AND VACATION

1.0 Holidays: The basis of assignment (see Article IX, Section 9) for employees shall determine the holidays for which they receive pay according to the provisions of Sections 2.0 and 3.0. Holidays authorized for each assignment basis are indicated in the following table:

<u>Assignment Basis</u>	<u>Holidays</u>
A, Z	Holidays listed in Board Rule 1101 and any other holidays declared by the Board of Education to apply to these employees.
B, C, K, S, T, U	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 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:

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- (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 No pay for a holiday period exceeding two days shall be allowed an hourly rate employee assigned to a class for 40 hours or less per pay period except in the following case: If a winter holiday period exceeds ten days and January 1 falls on Sunday or Monday, such employee, if regularly assigned on Monday, shall receive holiday pay for the number of hours assigned on Monday, January 1 or Monday, January 2.

6.0 Vacation Allowance for A Basis Employees: An employee assigned on an A basis and compensated at a pay period rate shall earn vacation for active service in a regular assignment or in an assignment as a temporary adviser, acting employee or as a substitute assigned on an A basis in the same or another class than that of the regular assignment. Assignment to active service means all of the time for which pay is received, except sabbatical.

6.1 An employee who has served less than 19 years shall earn .06897 hour of vacation for each hour assigned to active service; beginning with the first pay period of the school year after an employee has served 19 school years the employee shall earn .07663 hour of vacation for each hour assigned to active service. An employee who has served sufficient time during a school year to be eligible for step advancement shall be deemed to have served a school year for the purpose of this subsection.

6.2 No employee shall be required to accumulate more vacation than that amount earned in the preceding 18 pay periods in which the employee was in paid status. An employee may submit a written request to the immediate administrator for lump-sum payment for any accrued vacation in excess of that which could be earned in 18 pay periods. The administrator shall either authorize such lump-sum payment within two pay periods following receipt of such request or direct the employee to commence the use of the excess vacation credit within two pay periods following receipt of the request.

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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-half day 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 convenient to the employee's immediate administrator. An employee who has accrued vacation in excess of that which could be earned in 18 pay periods may be directed by the immediate administrator to commence the use of the excess vacation credit within two pay periods.

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. On separation from service, the money value of vacation balances shall be paid as a lump-sum at the employee's salary rate at the time of such separation. An employee whose resignation has been approved by the Board may be allowed to take accumulated vacation from an unbudgeted position and be paid at the employee's last salary rate in a budgeted position. No additional vacation shall be earned while on such vacation. Successors to such persons may be employed immediately, without regard to lump-sum vacation payments or vacations from unbudgeted positions.

6.6 Vacation Upon Change in Basis of Assignment. An employee changed from an A to a B, C, K, S, T or U assignment 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 a B, C, K, S, T or U assignment 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.

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6.7 Lump-sum Payment for Accumulated Vacation. An employee who ceases to earn vacation shall be paid the money 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

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 end of the school year. This "annual norming" rule is intended solely to eliminate "mid-year re-norming" due to loss of enrollment, and is not intended to affect transfers or reductions-in-force which are otherwise permitted or required, or to require the District to replace staff lost through attrition during a period of declining enrollment.

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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 Class Size Arbitration Procedures:

a. Any grievances alleging violations of this article must be filed with the immediate administrator within five days of the occurrence of the facts upon which the grievance is based. The immediate administrator shall reply, in writing, within three days.

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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 Junior high schools (including 6th grade junior high 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.

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3.0 Student Integration Program Class Averages: Pursuant to and contingent upon the court-ordered student integration program, designated schools shall be governed by the following class sizes rather than those specified in Sections 2.0 above. It is recognized that the student integration program, including but not limited to the definition of schools affected by the various provisions of the program, is to be determined by the District in its discretion.

3.1 PHBAO elementary schools (designated schools with Predominantly Hispanic, Black, Asian and Other non-Anglo students) are limited by the following class size requirements:

a. Kindergarten -- Taken together, all Kindergarten classes at a school are to average 29.5 students.

b. Grades 1-6 -- Taken together, all classes in grades 1-6 at a school are to average 27 students.

In order to avoid state funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.

3.2 PHBAO schools, grades 7-10 (including 6th grade junior high 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.

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c. Grades 7-10 (including 6th grade junior high 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 junior highs, 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 Children's Centers: Pursuant to State requirements, the allocation of staff is determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept).

6.0 Special Education: The District shall make a reasonable effort to maintain special education class size as indicated in Appendix A for the term of this Agreement. In schools having two or more classes of the same category, class sizes will be based on the average of those classes in the school rather than by individual classes. The Division's monthly class size reports shall be made available for inspection by any employee or UTLA representative.

When a special education class has exceeded the norm by two or more students, the teacher may notify the Special Education Coordinator. Within one calendar month of the notification, if the condition persists, the District shall make a reasonable effort to remedy the situation, after consultation with the affected teacher, by means such as the following:

- (1) the transfer of excess student(s) to another class or school site, or
- (2) the opening of an additional class if sufficient students are available, or
- (3) the assignment of additional aide(s) to the class.

Upon request, the District shall advise the employee as to the reason and anticipated duration of the excess student(s), and as to efforts being taken, if any, to remedy the situation.

ARTICLE XIX

SUBSTITUTE EMPLOYEES

1.0 Salary and Benefit Provisions: The following substitute salary and benefit provisions are in effect for the term of this Agreement:

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 nonworking days described in Section 2.0 and the 3% longer day 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 \$106.17 per day in 1988-89, \$114.66 in 1989-90 and \$123.83 in 1990-91, and if the substitute serves in an extended status under Section 4.0, the daily rate shall be \$148.64 in 1988-89, \$160.53 in 1989-90, and \$173.37 in 1990-91. 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 paid \$148.64 per day in 1988-89, \$160.53 in 1989-90 and \$173.37 in 1990-91.

d. Continuity Rate Increase: Substitutes 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. Summer School Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid \$77.32 for a normal summer school day of four hours in 1988-89, \$83.51 in 1989-90, and \$90.19 in 1990-91, their regular substitute pay rates notwithstanding. If in extended status pursuant to Section 4.0, the extended rate shall be \$108.23 per day for a normal summer school day in 1988-89, \$116.89 in 1989-90 and \$126.24 in 1990-91.

f. Non-Preparation Table Substitutes: 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 \$92.91 per day in 1988-89, \$100.34 in 1989-90 and \$108.37 in 1990-91, except as provided in Section 2.0b.

Article XIX - Substitute Employees

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.
- (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. Effective July 1, 1989, 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.

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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.

Article XIX - Substitute Employees

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.

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 winter or spring recesses or during the summer session; or

b. cancellation of an "unavailable" charged against the employee.

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.

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. 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.

e. Remaining openings shall be filled from geographic area pools. Substitutes' names shall be arranged by the date of election to certificated service on separate lists for each pool according to service category (elementary K-6, or a given secondary subject field), and called in the following priority order:

(1) Substitutes available five days per week.

(2) Substitutes available at least two consecutive days per week but less than five days.

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.

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g. Standby list (see Section 5.6.). These shall be assigned by seniority order within service category.

5.4 Assignments During Z Basis Periods: During the summer hiatus and off-track periods for year-round schools (i.e., 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 summer session from July 1 through the start of the Fall semester, which has been determined to be the fault of the substitute;

b. Receipt of the second "Inadequate Service Report" in any one semester or summer session from July 1 through the start of the Fall semester; or

c. Ten "unavailables" in any one semester, or four during summer session from July 1 through the start of the Fall semester. Off-track teachers shall be permitted not more than three in each off-track period. An "unavailable" will be posted each time a substitute:

(1) Refuses an assignment within the geographic limits set forth in 5.0 above. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for assignment of less than a full day.

(2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances:

(a) If the extended assignment conflicts with a previous commitment by the substitute for a different name requested assignment;

(b) If the substitute has already served ten consecutive days in the assignment; or

(c) If the assignment is for a subject field other than that designated on their availability form.

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- (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.

5.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not be honored for those on the standby list. A substitute who is placed on the stand-by 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.

6.0 Late Arrivals: A substitute who cannot reasonably expect to reach a school before class begins must notify the substitute unit upon receiving the assignment call and must also attempt to call 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

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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. UCTP 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;

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f. Perform classroom and special duties as assigned (e.g., lunch, hall, yard duty, etc.). 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.

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.

ARTICLE XX

SUMMER SCHOOL

1.0 General

a. Applicants must initially apply to one summer school site and, if not selected at that school, must be available for all schools in that administrative region. For summer school purposes, senior high schools and Special Education schools are considered to be a part of the administrative region in which they are geographically located. For Designated Instructional Services (DIS) Programs, the program office shall be considered the school of application and assignment.

b. Applicants may apply for only one subject field.

c. Applicants must be available to serve the entire summer session.

d. 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 the next year's priority.

e. An employee who was paid in a status other than substitute for 50% or more of the hours the summer school was in session shall be considered to have taught a summer session for the purpose of determining priority rating.

f. Year-round teachers shall not be permitted to serve in the regular K-12 summer school program, but may serve during intersession programs in a year-round school. (See Section Section 10.0 of this Article.)

g. Employees whose basic assignment is limited to Adult Education shall be eligible for assignment in Adult Education summer programs only.

h. Each applicant shall be notified in writing as to assignment (or non-assignment) to summer school.

2.0 Eligibility

a. Teaching Experience: 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 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.

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b. An employee who is on leave from the District for the semester prior to summer school is not eligible for assignment.

c. An applicant who has received, within the most recent two school years immediately preceding the summer school assignment, an overall evaluation of 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 summer school principal or program coordinator.

3.0 Selection -- Secondary Schools, First Round

a. Not less than ten working days prior to the deadline date for summer school applications the District shall establish and distribute a list of schools for each region showing the specific courses and/or Special Education programs that are planned to be offered at each school (listed by subject field).

b. Employees shall be selected at each school on the basis of priority and seniority as follows:

(1) Priority: Three categories shall be established:

(a) Priority One - Regular classroom teachers who have taught in the subject field within the past six semesters and who did not teach summer school the previous year.

(b) Priority Two - Regular classroom teachers who have taught in the subject field within the past six semesters and who did teach summer school the previous year, and employees currently not serving as regular classroom teachers who have taught in the subject field within the last six semesters.

(c) Priority Three - All other eligible applicants.

(2) District Seniority: If there are within any given priority group, more eligible applicants 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.

c. Priority One applicants shall be assigned before Priority Two applicants. Priority Three applicants shall be assigned to a region pool. Those employees not selected at the school to which they applied shall be placed in a Priority One or Priority Two pool at the region level for possible assignment to other schools pursuant to Section 5.0.

4.0 Selection -- Elementary Schools, First Round: All conditions for selection imposed upon secondary schools shall also apply in elementary schools, except for the following:

a. Teaching Experience: In elementary schools, required teaching experience shall include teaching in any grade K-6 rather than a specific grade level.

b. Elementary site administrators may also prescribe special skills or teaching experience needed by the students, such as bilingual skills, for the purpose of teacher selection. Any such special requirements shall be referenced on the list required under 3.0a.

5.0 Selection -- Second and Third Round:

a. If any one 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 region pools shall be assigned to the remaining vacant positions based upon teaching experience, priority and seniority as described above. Priority Three applicants shall be eligible for selection after the Priority One and Priority Two Pools in the region have been depleted of applicants within the employee's experience area.

b. If vacancies remain after the second round, applicants from adjoining regions shall be offered assignment, using the adjoining regions' priority/seniority lists. Refusal of an assignment in the third round shall not make the employee ineligible in the original region should subsequent openings occur.

6.0 Displacements: Where and when a summer school becomes over-teachered, teachers shall be displaced within a program or subject field based on District seniority within the summer school priority categories, beginning with Priority Three, then Priority Two, then Priority One.

7.0 Salary:

a. For payroll computation purposes only, a normal full-time basic assignment for summer school shall be four (4) hours per day. Such basic assignment hours are not to affect or reduce the actual hours of service and duties as required in Section 8.0 of this Article. Such summer school teachers who are paid on a pay period rate during the regular school year shall, for a normal summer school schedule (see Section 8.0 of this Article), be paid at a rate equal to 1.09224 times an hourly rate derived from their regular pay period rate. This rate shall also apply to an extended school year assignment of 4 hours or less.

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b. Employees assigned to full time (6 or 8 hour) positions, such as the extended school year program in Development Centers, shall be paid at their regular hourly rate. For those assigned for four hours, subsection a. above applies.

c. Those who during the regular school year are paid on an hourly rate (e.g. Adult Education teachers) shall continue on that hourly rate for summer school service.

d. Summer school substitute teachers shall be paid and assigned as provided in Article XIX, Sections 1.0e and 5.4.

8.0 Hours and Duties: Summer school teachers shall report to work each day at least (10) minutes before the first class begins. Full-time summer school teachers shall then serve for up to a full 240 minutes (for a 30 day session, or 250 minutes for a 29 day session) of classroom instructional time, exclusive of a twenty (20) minute nutrition period. Summer School teachers shall remain on-site for at least ten (10) minutes after dismissal of the last class. Summer school teachers are also required to perform reasonable pupil supervision duties and other professional obligations.

9.0 Special Education Schools and Special Day Classes: 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 5.0 above. For this purpose the Resource Specialist Program and Learning Handicapped Special Day Class Program shall be considered the same subject field for purposes of recency when Extended School Year assignments are made.

c. Rather than using region pools, unassigned applicants from DIS (itinerant) programs shall be assigned from special education pools based on the program office location, utilizing teaching experience, priority, and seniority as described above.

10.0 Intersession--Year-Round Schools: Priority for assignment of applicants to intersession programs in year-round schools shall be given to teachers currently assigned to that school. If more applicants apply

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than there are positions at the school, the priority and seniority systems specified in Sections 3.0 and 4.0 of this Article shall be followed. The remaining applicants shall be eligible for assignment as described under Section 5.0 above. The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours and 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 school, whichever is earlier. Any other alleged violations of this Article may be processed using the normal time-lines of Article V.

12.0 Adult Education Summer School: Summer school assignments in the Adult and Occupational Division shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply:

a. 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.

b. 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.

c. Section 2.0a contains a reference to "permanent or probationary status" which does not apply to the Division.

d. References to area or regional organization are not applicable to the Division. Summer School assignments are a local site function. Qualified applicants from priority categories one, two and three 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.

e. Rather than "seniority" the Division utilizes a system of division longevity as defined in Article XXI, Section 4.3b(3).

f. 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.

g. Compensation for Division summer school shall be the hourly rate as indicated in Section 7.0c. The remainder of Section 7.0 is not applicable.

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h. In place of Section 8.0, the maximum weekly summer school 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 hour per week maximum. Any exception to the above limitations may only be made with the approval of the Division Superintendent under compelling circumstances.

i. Substitute provisions for the Division (as provided in Article XXI) shall apply to summer session.

j. Sections 9.0 and 10.0 of this Article are not applicable to the Division.

ARTICLE XXI

ADULT AND OCCUPATIONAL 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 Adult and Occupational Education Division (hereinafter "the Division"). Adult and Occupational Education 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, life-long 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 Adult and Occupational 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 hours per week, included within the bargaining unit and eligible to utilize the grievance procedures of Article V. The term "personnel" covers both employees (as defined above) and also non-unit members (those assigned for fewer than 10 hours per week). The complaint procedure referenced in Article V, Section 23.0 is available to non-unit members for alleged violations by the District of Board Rules and/or administrative rules.

2.0 Employment Contracts: Adult Education funded employees who are assigned more than twelve 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 extend 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 term for employees assigned to Skills Center programs shall be for at least a six-month term.

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c. The contract term for a person hired to complete the term(s) of employment of another 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 (12 hours or less per week) Adult Education funded personnel may be released during their term of assignment only for the reasons stated in Section 2.2 above.

b. Those with an assignment of 10 to 12 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 Positions: For initial staffing purposes all part-time (12 hours or less per week) positions or courses are to be filled as set forth below.

4.1 For any given academic term in Adult Education funded programs, 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. These assignments need not be posted. Positions or courses which remain vacant shall be posted as provided in Section 4.4.

4.2 Current personnel in either Adult Education or categorically funded positions 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 that 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.

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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.

4.3 In the case of current Adult Education funded 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) 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 and 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 156 hours during that school year excluding summer school.

(3) Service in both Adult Education and categorically funded programs at any Division location shall apply. However, until such time as the District has the computer capacity to track service on a Division-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.

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.

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4.4 All remaining new or vacant part-time positions or courses in Adult Education funded programs shall be posted at the applicable time-reporting site and each "major branch" thereof by June 1 and by January 5. 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.

a. The site administrator shall first consider those qualified, re-employed applicants currently assigned to the site who, if selected, would remain in non-tenured status within the Division. "Qualified", as used in this sub-section, shall mean that the applicant: has taught the same course or closely related 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, and possesses the needed instructional skills or qualifications as stated on the job posting. The site administrator shall select from among the qualified applicants at the site to fill each position.

b. Remaining unfilled positions shall be posted at the Division Central Office and at all time reporting sites and major branches thereof by June 15 and January 15. 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. The site administrator shall select from among the applicants.

5.0 Staffing Procedures for Tenured Positions: All new or vacant positions of more than 12 hours per week identified as tenured positions shall be posted by June 1 for the fall semester and January 5 for the spring semester in compliance with Section 4.4 and filled in the discretion of the site administrator in accordance with the following provisions.

5.1 Tenured employees within the Division may apply for posted positions at not more than three time-reporting sites by completing a Request for Transfer form by June 15 or January 15 of any year. The forms shall be available at each time-reporting site. Application shall be made to the appropriate site administrator.

a. In filling 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.

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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 prior to July 1 and February 1. An employee who is successful in obtaining a transfer may not submit another transfer application request for three (3) school years.

c. Subsequent vacancies and openings including those resulting from transfers may be filled on a regular basis by employees on the eligibility list or be filled by other personnel on an interim basis.

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 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, cafeterias 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 Lab, 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 Special Education.

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 Special Education classes.

b. If class attendance drops below an average of twenty for three consecutive class meetings (eighteen in Occupational and Special Education) the class may be closed.

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c. If class attendance reaches fifteen students (fewer than twelve in Occupational classes and fewer than fourteen in Special Education) the class shall be cancelled.

A class which has reached the level for cancellation may be continued under compelling circumstances in the sole discretion of the Division Superintendent.

7.1 Occupational classes shall not be cancelled when student job placement temporarily reduces class size below the stated minimums.

7.2 Learning Center, Reading Lab and other academic learning lab classes shall not be cancelled 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 Current personnel who wish to substitute on a short-term or long-term basis within the Division shall notify the site administrator who shall develop and maintain a list of qualified available substitutes. Priority for substitute assignments shall be given to regular members of the staff at that time-reporting location. 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 site substitute list. When selecting from the list, the determining factor shall be longevity (see Section 4.3b) among the qualified (see Section 4.4a) employee applicants. An employee with greater longevity may be bypassed when it is anticipated that the combined assignment would encompass more than 12 hours per week for more than 75% of the days schools is in session, or when the combined assignment exceeds a full-time assignment plus ten hours per week.

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 District shall provide new tenured positions in Gerontology and Parent Education.

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.

10.3 The District shall implement the new Amnesty Program hiring preferences as per the letter dated June 21, 1988 attached as Appendix G.

ARTICLE XXII

YEAR-ROUND SCHOOLS

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in year-round 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 year-round program.

2.0 Work Year:

a. Teachers assigned to four-track year-round 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 year-round 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 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. If after consultation, the site administrator and a non-classroom teacher (such as a librarian, nurse or counselor) are unable to agree upon a particular teaching track schedule for the employee, the employee shall be placed on "C" Basis.

d. Employees in year-round 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.

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3.0 Staffing and Transfers: See Article XI, and particularly Sections 18.0 and 18.1 thereof.

4.0 Displacement-Return Rights: A teacher displaced from a year-round 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 year-round, or from one year-round 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.

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 of Days for Conference Attendance: The purpose of this section is to provide year-round school employees with the opportunity to attend conferences, workshops or meetings which (1) have been scheduled during periods of time when year-round school employees are on duty and traditional calendar employees are on recess, and (2) are likely to provide professional growth and resulting enhancement of the District's educational programs. Exchanges will allow an on-track employee to be absent and time reported on paid non-working status ("K" time) while attending a conference, 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 conference. The dates and purposes of the exchange must first be agreed to in writing by the employees involved, on a form to be made available by the District. If in the judgment of the site administrator the proposed exchange will achieve the purposes of this section, the exchange shall be approved. Any subsequent changes must also be approved in writing in advance. An employee is limited to two (2) exchanges per school year.

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 year-round 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. 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

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period of time). Exempt from this requirement are coordinatorships which are seasonal in nature or "trackbased," such as the various coaching and activity assignments. Also exempt, for the 1985-86 school year only, are any categorically funded coordinatorships, budgets for such programs having been previously adopted.

11.0 "Roving" Teacher Defined: The term "Roving" teacher as used herein refers to those whose assignment requires that they change class-rooms 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; "roving" assignments which involve frequent moves, such as the 45-15, 60-20 and Concept 6 Modified, shall satisfy the obligation of those teachers to perform non-instructional duties except in emergencies.

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 Year-Round 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 "2" 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 Year-Round School Committee: A three-member subcommittee of UTLA's negotiating team shall meet periodically with the District administration responsible for the Year-Round 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.

ARTICLE XXIII

CHILDREN'S CENTERS

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of certain special conditions involved in Children's 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 Children's 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 Children's 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.

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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 Children's Centers and shall forward a copy to UTLA by July 1 and January 1 of each year.

7.0 Vacation Scheduling: Employees should apply to their Center Supervisors for vacation schedules as early as possible, and normally not less than 30 days before the proposed date, so that schedules can be developed which do not disrupt center operations. In the absence of special circumstances, 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. Special circumstances include matters such as coordination with other family members' vacation schedules, special travel opportunities not available to the employee at other times, and coordination with schedules established at another site if the employee has a split-site assignment. See Article XVII for other provisions regarding vacations.

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, Children Centers 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: The District and the Children's Center Sub-Committee shall work together to mutually develop a provision for extra compensation (i.e., how to share the amount which would otherwise be paid to a substitute) to be incorporated into this Agreement (with a target effective date of September 1, 1989) in the following circumstances when additional children cause the center to exceed the state-prescribed adult-to-child ratio:

- a. When no substitute is assigned for an absent employee; and
- b. On minimum and shortened days at the local elementary school.

ARTICLE XXIV

STUDENT DISCIPLINE
LEGAL SUPPORT AND PROPERTY LOSS

1.0 Student Discipline Rules: It is the intention of the parties that teachers and administration work in a mutually supportive manner to maintain proper student discipline. The Board of Education issues District-wide standards and rules of student conduct and discipline. Also, with faculty participation, each school site shall develop additional local rules for student conduct. These rules shall be posted and distributed to students and parents. A teacher shall also have the right to promulgate and enforce reasonable rules of classroom conduct which are to apply to students in that teacher's class(es). Local site and classroom rules for student conduct shall not conflict with District policy.

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 or profanity;
- 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;

Article XXIV - Student Discipline

- i. Possessing, using, offering for sale, or furnishing any fire-arm, explosive, knife or other dangerous object; or
- j. Falsely reporting a fire or bomb.

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.

3.0 Legal Assistance and Support:

3.1 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 employees' 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.

3.2 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 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 \$500. 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 \$500, 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:

Article XXIV - Student Discipline

- (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.

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4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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).

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.

1.2 Appeal Procedure: If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to the site administrator by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and the site administrator. If the lesson content or speaker is disapproved or restricted by the site administrator or other District administrator, the reason(s) therefor shall, upon verbal request, promptly be provided to the teacher in writing.

Article XXV - Academic Freedom and Responsibility

The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the Region/ Division 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) Guidelines for Instruction, Secondary School Curriculum
Administrative Directives and Curricular Information,
Office of Instruction SC-863.1, pp. 87, 88, 91
- (b) Guidelines for Preparing Student Progress Reports to Parents
Elementary Grades, Publication No. EC-537 (Rev.)
- (c) Marking Practices in Relation to Attendance (Grades 7-12)
Bulletin No. 10, Office of Associate Superintendent, Instruction
- (d) Roll Book for Junior and Senior High Schools, Form 34-H-1
- (e) Reporting Student Progress (K-6) Bulletin No. 24 (Rev.)
Office of Associate Superintendent, Instruction

ARTICLE XXVI

MENTOR TEACHER PROGRAM

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, trainee 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: The District shall continue its general fund encroachment of \$825,000 per year to supplement the State funding support for the Mentor Program. If the State reduces its support funding below the present amount of \$2,000 per Mentor, or if the District wishes to increase its supplemental funding above the rate of \$825,000 per year, 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 and a Junior High Selection Committee. There will be single District-wide committees for the High School and Special Education Divisions. 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.

Article XXVI - Mentor Teacher Program

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 substantial recent experience as a regular classroom teacher (three of past five years as register-carrying teacher for minimum of three hours/periods per day);
- 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.

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 regional 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,

Article XXVI - Mentor 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 Region/Division office. All transfers are to be made by the District's Region/Division office 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 have no "return rights" to their original region, unless their 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 Region or Division Superintendent or designee. Mentor Teacher duties may include, but not be limited to, the following examples of services to new/inexperienced teachers:

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- 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 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.

8.0 Pay:

8.1 Mentor Teachers shall receive an annual stipend of \$4,000 (\$2,000 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.

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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 Master Plan Program.

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 Subcommittee regarding the forms and record-keeping obligations which the Unit requires of Mentors.

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 An Ad Hoc Committee of Mentors 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/Division. The three-member UTLA Subcommittee (see Article XXX) may also participate in all such meetings.

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. Elections of council members shall be jointly supervised by the principal and UTLA Chapter Chair. 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. Magnet Schools and Centers and Special Education Schools--are to have own site councils following regular K-12 pattern, but combined secondary-elementary programs are to use the secondary system. If on a common site with a regular school, and if magnet and regular school have same Chapter Chair, the Chapter Chair may serve on both or may designate an alternate to serve on one. Where magnet schools/centers share a common site with a regular school program, there shall be coordination of common issues and concerns between the two councils, and joint meetings conducted with respect to subjects which require a common approach.

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e. Small Schools (e.g., Continuation/Opportunity high schools, CDC and small Magnets)--are to have a council of 6.

f. [Itinerant employees--initially may vote proportionately at assigned schools (see Section 2.3 below); future status will be determined in ongoing discussions between District and UTLA.]

g. Adult Education [Composition and voting procedures will be determined in ongoing discussions between District and UTLA.]

2.2 On the councils the number of parent/community representatives shall be as follows:

<u>Council Size</u>	<u>Number of Positions</u>
16	5
14	5
12	4
8	2
6	1

Such representatives should be elected specifically to serve on the council. [Insert voter eligibility rules to be determined in ongoing discussions between the District and UTLA.] Only parents and community members and non-certificated District employees shall be eligible for election to the positions allocated to parents and community. Certificated District employees are not eligible for election to such positions.

2.3 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].

2.4 There shall be two "alternate" council members designated for each category (two teacher representatives, two parent/community representatives, two administrators, etc.). They shall be permitted to attend and participate in any council deliberations, and may vote if their regular representative(s) are absent.

2.5 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 (to be designed by the central council) 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)
- (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. Councils will have authority to review policy decisions within the designated subject areas, which were made in 1989-90 prior to the time the council began its deliberations. As to budgets, because 1989-90 budgets have previously been largely determined, the focus of council activity will be on 1990-91 budgets and any 1989-90 funds not previously determined.

2.6 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 2.5b 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 2.7 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 2.5 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.

2.7 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.

2.8 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 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. All meetings of the local councils shall be exempt from the faculty meeting limitations of Article IX, Section 4.2

2.9 Local school council elections of teachers shall be completed by the close of the 1988-89 school year. Council elections for 1989-90 as to parent/community representatives and non-certificated employee representatives shall be conducted during the first school month of the 1989-90 school year for the school in question.

3.0 School-Based Management

3.1 Central Council: A central, district-wide council shall be established to perform the functions described below. This council shall be composed of 24 members, 50% of whom shall be appointed by the District and 50% of whom shall be appointed by UTLA. Parents and community representatives may be appointed to this Council. Additional participants as needed will be appointed by the central committee for service on Special Committees, maintaining the same 50-50 basis. The central council shall be jointly chaired by one person appointed by the District and one person appointed by UTLA.

3.2 Functions and Responsibilities: The Central Council shall have the following functions and responsibilities:

- a. Study of shared decision making (SDM) and site based management (SBM).
- b. Development of SDM and SBM training programs.
- c. Development of SBM program guidelines, recognizing the need to reconcile the concepts of local autonomy, self-determination and local diversity with the potentially conflicting concepts of accountability, standards and coordination.
- d. Information sharing.
- e. Review, evaluation and approval of SBM proposals submitted by the local schools. A local school decision to embark upon the development of an SBM plan requires a two-thirds vote of the certificated bargaining unit employees at the site, and concurrence of the principal followed by immediate involvement and full participation of parent and community representatives. Also, before the eventual local proposal for a SBM plan can be submitted to the central council 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.

Article XXVII - Shared Decision Making and School-Based Management

- f. Monitoring of SDM at the local sites.
- g. Monitoring of SBM at the local sites.

3.3 Decisions: The attainment of consensus among all members of the central council 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 central council. Only if consensus cannot be reached shall decisions be made by majority vote. In order to be resolved by vote at the meeting in the event consensus fails, the meeting agenda (see 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. 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. 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. Decisions of the central council with respect to basic rules, guidelines for SBM decisions, and individual SBM plan approvals, are subject to review and approval by both the Board of Education and UTLA.

3.4 Conflicts With Board Policy Or The Collective Bargaining Agreement: 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 agreements. In the event there is a conflict between Board policy and/or a collective bargaining agreement and a proposal dealt with by the central council, the Board and UTLA shall each consider in their discretion whether a waiver or a change in the conflicting policy or agreement is appropriate.

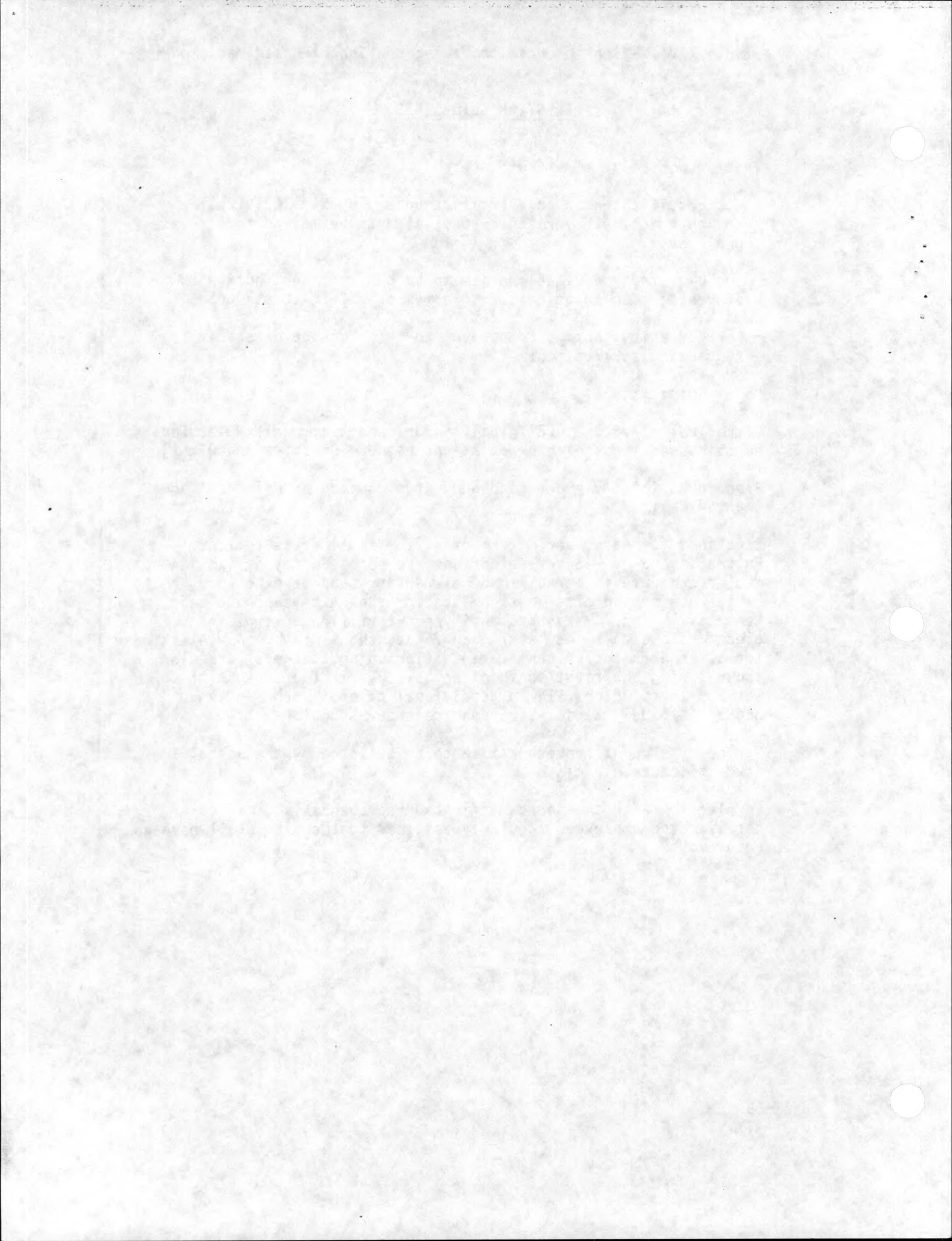
3.5 Conflicts With Applicable Laws And Regulations: Any decision of the central council which is in conflict with any state or local law or regulation shall be null and void, unless, with the agreement of the District and UTLA, a waiver or exemption has been obtained.

3.6 Timetable: The central council appointments shall be made between July 1 and 31, 1989, so that the central council can begin its own training and organizational design.

3.7 Pay for Meetings: Teacher representatives attending central council meetings while on assigned time will be released from regular duty without loss of pay. Paid class coverage shall be provided for teacher members having teaching duties during such meetings. When a meeting is held outside of the employees' regular duty hours, the employees shall be paid at their regular hourly rate.

ELECTION GUIDELINES

1. Written notice of time and place
 - For certificated or non-certificated employees, individual notice to be by flyer and posted; also to be mailed to off-track employees.
 - For parents, individual notice to be by flyer sent home with students; also to be mailed to homes of off-track students.
 - For community, notice to be sent to neighborhood newspaper requesting publication.
2. Open nominations
3. Secret ballot votes. [Eligibility for parent/community elections to be discussed in ongoing negotiations between District and UTLA.]
4. Procedures jointly supervised and votes counted by Principal and Chapter Chair.
5. Elections for each year's term of office shall be as follows:
Future secondary teachers elections are to be in May before secondary master schedule is established; elementary teacher elections are to be in late spring after assignments for the next year have been tentatively set. Parent/community/non-certificated employee elections are to be no later than first school month. Any elections for alternates and/or replacements (including teachers) are also to occur during the first month of school. Term of office is to be October 15 to October 14 in traditional calendar schools, and August 1 to July 31 in year-round calendar schools.
6. Secondary student representative to be selected by the school's student leadership class.
7. In elections for the non-certificated representative, all non-certificated employees regularly assigned to the site shall have an equal vote.



ARTICLE XXVIII

SAFETY

1.0 General: With faculty participation, each site shall develop (and annually review) its site safety, health and emergency preparedness plan for distribution to each employee. Site plans are expected to cover contingency plans for a wide variety of safety risks, including but not limited to fire, earthquake, flood and emergency closings.

1.1 Each site administrator shall keep employees informed as to the responsible person(s) at the site for purposes of dealing with safety problems which may arise, and particularly for situations arising when the site administrator is not available.

2.0 Employee Responsibility: Employees shall immediately notify site administration of any unsafe or hazardous conditions at the site. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees and themselves.

3.0 Special Grievance Procedures: If, after giving notice to the site administration, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Step One time limits of Article V). Within two (2) days of receiving the grievance the site administrator shall meet with the grievant in an attempt to resolve the matter, and by the end of the day next following that meeting the administrator shall issue a written response to the grievant. If the response does not resolve the matter, the grievant may within three (3) days file a written appeal with the appropriate region or division superintendent. Within three (3) days after receipt of the appeal the region/division superintendent (or designee) shall hold an appeal meeting to discuss the matter and shall announce a decision by the end of the day following. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the administrator's appeal decision is announced, UTLA must, if it wishes to arbitrate the matter, notify the District of its intention. UTLA and the District shall then select an arbitrator and calendar the dispute for expedited arbitration pursuant to Article V, Section 15.0. In view of the District's limited available funds and the need of the District to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether or not an unsafe or hazardous condition exists, and no other remedy shall be requested or ordered.

Article XXVIII - Safety

4.0 Safety Committee: A joint Safety Committee shall be established. The committee shall be made up of equal numbers of District and UTLA representatives. This committee shall review safety policies and rules which are of general application to unit employees District-wide, and discuss possible additions or revisions thereto.

Except in situations requiring immediate action for health and safety reasons, the District shall, prior to implementation of new or revised safety policies and rules, discuss them in this committee.

5.0 Emergency Closure: In the event a school is closed due to an emergency, the employees shall, typically, be reassigned on a temporary basis to another location. If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.

ARTICLE XXIX

DRIVER TRAINING

1.0 Driver Safety Instructors (DSI) - Mandatory Saturday Overtime Assignments: When Driver Safety Instructors are required to serve a given number of Saturdays in order to complete the behind-the-wheel training course, they shall be compensated at the rate of one and one-half times their regular hourly rate, provided that they have been in paid status for 40 hours in the same week.

2.0 Reassigned Instructors: A vehicle, if available, shall be supplied on a day-to-day basis when a DSI, after first reporting to the regularly assigned unit, is reassigned to a different unit.

3.0 Budget Data: District shall furnish a copy of its Driving Training Program Budget and Form J22A to UTLA, upon request.

4.0 Insurance Problems: The Insurance Section will assist Driver Safety Instructors in resolving problems resulting from job-related claims with the Instructors' personal insurance companies.

4.1 The District shall provide for each training vehicle a form letter from the District Insurance Section for presentation to law enforcement and to individuals involved in accidents with the vehicle. Any changes in that letter are subject to UTLA approval.

5.0 Special Education Students: Special Education Department at each school will provide a list of special education students to the school nurse, who will assist with identifying such students for correct placement with specially credentialled Driver Safety Instructors.

6.0 Staff Development: The District will make arrangements as appropriate to have experts in the field make presentations from time to time to keep instructors abreast of recent developments.

7.0 Assignment Schedules: The District shall provide Driver Safety Instructors with their individual assignment schedules not later than the last week of August for traditional calendar school assignments, and provide similar lead time for other calendar periods such as Spring semester or year-round tracks.

8.0 First Consideration: Driver Safety Instructors and DSI Substitutes shall be given first consideration for all regular and supplemental DSI assignments.

9.0 Temporary Assignments: In order to handle temporary overload, the District shall, by the third day of the sessions, assign temporary DSI's to assist the regular DSI in order to permit the students to receive the required behind-the-wheel drive time.

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) Driver Training
- (6) Librarians
- (7) Mentor Teachers
- (8) Psychologists
- (9) Special Education
- (10) Substitutes
- (11) Year-Round Schools
- (12) Others may be added by mutual agreement as special needs arise

ARTICLE XXXI

MISCELLANEOUS

1.0 Assignment of Counselors: The District and UTLA recognize that in many situations it is preferable to utilize full-time rather than part-time counselors. An employee assigned counseling duties for three or more instructional periods per day must possess a Pupil Personnel Services credential.

2.0 Department and Grade Level Chairpersons:

2.1 Department and grade level chairpersons shall, if the affected employees desire, be elected annually by the employees in the department or grade level, excluding substitutes and contract pool teachers. Chairpersons shall be required to have permanent status and in secondary schools shall be required to possess a clear credential in their subject field unless there are no candidates fitting these qualifications. In secondary schools, the vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools. For voting purposes in elementary schools, combination classes shall be deemed to be at the grade level of the majority of the students in the class. Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions.

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

2.3 Special Education Department chairs shall be provided with a copy of the Special Education resource notebook containing all pertinent Division bulletins.

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

4.0 Facilities for Support Services Employees: The District and UTLA recognize that in many schools the facilities available to visiting employees (such as school psychologists, elementary counselors, nurses, audiometrists, audiologists, and SAAS Counselors) have been considered inadequate by the visiting employees. The District shall upon request consult with UTLA regarding these problems.

Article XXXI - Miscellaneous

5.0 Mileage: Mileage reimbursement shall be as specified in Board Rules 1532 and 1535.

6.0 Special Education Facilities: When locating and utilizing classrooms and facilities the District shall make a reasonable effort to avoid segregation of handicapped and special education students from regular program students.

6.1 In case of required change in teaching location and/or room assignment for SDC teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies.

7.0 Student Eligibility Deadlines: The parties shall meet immediately regarding improved coordination of the deadlines for submission of grades and deadlines for student eligibility determination, with the objective being to move the grade submission date closer to the eligibility date and maximize effective instructional time.

8.0 Student Interaction Program Camp Counselors: Such personnel shall receive an additional hour of pay at their regular hourly rate for each day they are assigned at the camp site for a 24-hour period, and if they serve the entire camp week at the camp site they shall receive five (5) hours even if the last day was not a full 24-hour day.

ARTICLE XXXII

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 1991, and thereafter extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice.

3.0 Limited Negotiations: There shall be limited continued negotiations on various unresolved issues as indicated in Articles XVI, XXIII, and XXVII, and as specifically indicated elsewhere in this Agreement. Nothing in the above shall prevent the parties from adding additional subjects by mutual agreement.

4.0 Negotiations for Successor Agreement: Negotiations for a successor agreement shall commence at the request of either party at any time after April 1, 1991.

5.0 Pre-July 1 Changes: The District and UTLA are aware of the individual employee annual contract year which begins on July 1 and ends on June 30 of each year, pursuant to the Education Code and applicable case law. It is the intention of the District and UTLA that the continuation of this Agreement past July 1 shall not make its terms a part of the individual annual contracts for the following school year so long as the Board, by formal action prior to July 1, sets forth any changes which it intends to implement (absent subsequent agreement with UTLA to the contrary). Such Board action shall be deemed effective as though fully implemented prior to July 1. UTLA and the District agree that (a) the District may take such action prior to the completion of negotiations even though the parties may not be at impasse at that time, and (b) UTLA has not waived its right to negotiate about such changes subsequent to the Board action.

Article XXXII - Term of Agreement

LOS ANGELES UNIFIED SCHOOL DISTRICT

Richard N. Fisher
Board's Representative

Shirley C. Woo
Assistant Superintendent
Staff Relations

Bob Collins, Joe Rao
Senior High Principals

Jerry Huber, May Arakaki
Elementary Principals

Linda Lane, David Almada
Junior High Principals

Roger Johnson
Administrative Coordinator
Staff Relations

Thomas A. Killeen
Director, Personnel Research
and Analysis

Yugo Fukushima, John Lade
Coordinators, Staff Relations

UNITED TEACHERS-LOS ANGELES

Wayne Johnson
President

John D. Britz
Chief Negotiator
California Teachers Association

Helen Bernstein
Secondary Vice President

Frances Haywood
NEA Vice-President

Marvin Katz
AFT Vice-President

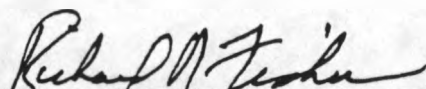
Sam Kresner
Director, Organizational Services

Roger Segure
Director, Grievance Processing

Will Mechem
Area Representative


James V. Weber
Recording Secretary

By



For the District

By



FOR UTLA

Adopted by the Board of Education on
June 26, 1989.

Ratified by UTLA Membership
on May 25, 1989.

By

Roberta Weintraub, President

By

Wayne Johnson, President

APPENDIX A

Special Education

BULLETIN NO. 29 (Rev.)
December 1, 1981

SUBJECT: OPTIMUM CLASS/CASELOAD NORMS AND PROCEDURES TO OPEN,
CLOSE OR RELOCATE SPECIAL EDUCATION SPECIAL DAY OR
RESOURCE SPECIALIST CLASSES

- I. Optimum Class/Caseload Norms
- II. Procedures to Open, Close or Relocate Special Education Special Day or Resource Specialist Classes

(This revision supersedes the bulletin of the same number issued on December 10, 1980. The content has been updated to reflect changes in recent legislation and District procedures. Note especially those changes in the optimum class/caseload norm table in ATTACHMENT A.)

I. OPTIMUM CLASS/CASELOAD NORMS

As a result of recent legislation (SB 1870, July 28, 1980), the California State Education Code has eliminated previous State mandated special education class sizes and Designated Instruction and Services (DIS) caseload norms. The Resource Specialist program is an exception, with a norm range of 24-28 pupils.

In order to provide guidelines for pupil placements and for the opening and closing of classes, optimum class/caseload norms have been developed (see ATTACHMENT A).

Optimum class norms may be exceeded by two pupils on a temporary basis when necessary to provide services to individuals with exceptional needs.

Note that pupils enrolled in Special Day Classes shall be provided with an educational program for the same length of time as the regular school day for a chronological peer group unless otherwise authorized and indicated on the Individualized Education Program (California Administrative Code, Title 5, Section 3431).

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 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.

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December 1, 1981

Division of Special Education

- C. Program Coordinators, Special Education, shall be notified to provide technical assistance or to facilitate consolidation of pupils from two or more classes.
- D. A request to open a Special Day Class may not be based on an initial enrollment of less than one-half the optimum class norm (see ATTACHMENT A).
- E. Area Coordinators, Special Education, shall obtain the approval signature of the Area Superintendent; principals, Special Schools, shall obtain the approval signature of the Director, Special Schools. The Assistant Superintendent, Division of Special Education, shall approve or disapprove the request. A copy of the request, indicating approval or disapproval, shall be returned to the initiator. If approved, the Division of Special Education shall send copies to appropriate offices.

For assistance, please call Al A. Casler, Administrator, Special Education Programs in Regular Schools, at 625-6705, or Victor A. Signorelli, Director of Special Schools, at 625-6703.

APPROVED: JOSEPH P. LINSOMB, Associate Superintendent, Instruction
DISTRIBUTION:

6-21-89
UT4:APPA

Optimum Class/Caseload Norms (a)

Class/Caseload Categories	SERVICE SITES		Through 8 Years	9 Years and above
	Regular School	Special School		
SPECIAL DAY CLASSES				
Assessment Service		x	12	12
Autistic	x	x	6	6
Blind/Partially Seeing	x	x	8	10
Deaf/Blind		x	3	5
Deaf/Hard of Hearing	x	x	6-8	8-10
Developmentally Handicapped		x	10	10
Educable Retarded	x		12 or 14*	12 or 14*
Learning Handicapped (EH)	x	x	12	12
Multihandicapped	x	x	6	8
Noncategorical	x	x	8	12
Orthopedic/Other Health Impaired	x	x	12	16
Seriously Emotionally Disturbed	x	x	8	8
Severe Disorders of Language/Aphasia	x		6	8 or 10**
Teleclass	n/a	n/a	20	20
Trainable Mentally Retarded		x	12	12
RESOURCE SPECIALIST PROGRAM	x		24-28	
DESIGNATED INSTRUCTION AND SERVICES				
Adaptive Physical Education	x	x	70	
Audiology	x	x	115	
Counseling	x	x	22	
Deaf/Hard of Hearing	x	x	12	
Home/Hospital	n/a	n/a	10	
Language/Speech Development & Remediation	x	x	55	
Orientation & Mobility Instruc. for Blind	x	x	12	
Physically Handicapped In Regular Class	x		38	
Specialized Driver Training	x	x	10	
Visually Handicapped	x	x	12	
Vocational Education for the Handicapped	x	x	75	

*12 if a 4 year age span **10 if a secondary level aphasia class

(a) if optimum class norm is exceeded by two for a temporary period of time which exceeds one month, a referral may be made to the Area Coordinator, Special Education, who may contact the Assistant Superintendent, Special Education, for assistance.

(b) Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year.

SUPPLEMENT TO APPENDIX A

March 23, 1988

Special Education Interns

- a. Each Special Education Intern shall be assigned a Mentor Teacher in order to provide observations, assistance and guidance. Such Mentor services shall include observation of the Intern and/or demonstration lessons, subject to the established budget allocations for such services. Where serious performance problems are identified, additional assistance from resources such as Mentor Teachers, Program Specialists or Department Chairpersons shall be offered.
- b. In order to permit Interns to concentrate upon their basic assignments and continuing education, Interns shall not be assigned auxiliary jobs such as coaching or coordinating, except with written approval of the Assistant Superintendent of Special Education or designee.
- c. District evaluation of the Intern shall include consultation/coordination between the evaluator and the Intern's college supervisor.
- d. Interns shall not be expected to teach outside of the credential field in which they are interning, except with written approval of the Assistant Superintendent of Special Education or designee.
- e. For salary purposes, Interns shall be rated-in under Article XIV, Section 5, and paid the regular salary rate (delete 7/8 rule on p. 173 of current contract as it affects Special Education Interns).

(Items a. through d. are to become a new 8.3 under Article X, Evaluation; item e. is to be reflected in the deletion of the 7/8 rule in Appendix E, Section 3.3 as it affects Special Education Interns.)

APPENDIX B

TEACHER INTEGRATION TRANSFER PROGRAM

1.0 Personnel Included and Excluded

1.1 Personnel Included in the Program: The provisions of this Teacher Integration Program, including the requirement to be "counted" for faculty balance purposes, are applicable to all employees (including teachers of EH and EMR classes) assigned full time to regular and alternative elementary or secondary schools, Continuation and Opportunity Schools, Special Education Schools, and Children's Center teachers serving in classroom or non-classroom positions.

1.2 Personnel Excluded From the Program: The provisions of this Teacher Integration Program are not applicable to the following personnel and programs:

- a. Administrative personnel (Principal, Assistant Principal, Dean, and Head Counselor).
- b. Teachers serving in R.O.T.C. or J.T.P.A. positions.
- c. Employees in programs conducted on regular school or branch sites by the Division of Adult and Occupational Education.
- d. Employees in Diagnostic Learning Centers and in Science Centers and teachers in special education programs on regular school campuses with the exception of teachers of EH and EMR classes on regular school campuses who are included.
- e. Employees serving regular and alternative elementary and secondary schools from Region/Division or Central Office locations.

2.0 Standard, Exemptions, Appeals

2.1 Standard for Teacher Integration: Pursuant to the District's agreement with the Office for Civil Rights, U.S. Department of Justice, school faculties shall be integrated so that the ratio of minority to non-minority teaching staff in each elementary and secondary school shall be substantially the same as the District-wide ratio of minority to non-minority teaching staff on the fourth Friday of the second semester of the preceding school year. These standards relate to assignments, displacements and transfers of teachers and do not limit or affect in any way the hiring or termination of teachers from any racial or ethnic group.

2.2 For the 1989-90 school year, "substantially the same" means: generally, within 15% above or below the District-wide ratios of minority to total teaching staff; for Priority Staffing Program (PSP)

Appendix B - Teacher Integration Transfer Program

schools and schools with LAU programs, within 25% above and 15% below (e.g., 25-65%), provided that minority assignments between 15% above and 25% above in LAU program schools must be comprised entirely of bilingual teachers. For the 1989-90 school year, the District-wide ratios and compliance ranges are as follows:

	%	Range
. K-12 (PSP Schools and LAU Programs)	40	25-55% (25-65%)
. Special Education	28	13-43%
. Continuation	55	40-70%
. Opportunity	44	29-59%
. Children's Center	79	64-94%

2.3 The PSP schools designated for the 1989-90 school year are as follows:

<u>Region A</u> 122nd	<u>Region C</u> Budlong 59th King Main Manhattan Place McKinley Miller, Loren 95th 97th 93rd 107th 68th 66th South Park Trinity Wadsworth Woodcrest Bethune JH Carver JH Foshay JH Gompers JH Harte, Bret JH Mann JH Muir JH	<u>Region D</u> Marvin 6th 36th 24th Mt. Vernon JH
<u>Region B</u> Ascot Compton Flournoy Grape Holmes Hooper Nevin 92nd 96th 102nd 112th Parmelee Ritter Russell Weigand Drew JH Edison JH Markham JH	<u>Region G</u> Utah	<u>Senior High Division</u> Crenshaw Dorsey Fremont Jefferson Jordan Locke Manual Arts Washington

This list is subject to revision at the start of each school year in the discretion of the District. It is included here for informational purposes.

3.0 General Principles and Procedures

a. A teacher in the District should expect to be assigned to various schools within the District that may reflect differing socioeconomic and ethnic patterns among the student population.

Appendix B - Teacher Integration Transfer Program

b. The District will endeavor to achieve staff integration objectives through transfer of an appropriate number of volunteers (4.0) and assignment of teachers returning from leaves, displaced teachers, and new contractees. If transfer of teachers from these sources is not consistent with criteria established or numerically sufficient to meet teacher integration objectives, (2.1). the District will utilize mandatory transfer of teachers in accordance with Section 6.0 of this program.

4.0 Voluntary Transfer Component

4.1 Eligibility for Voluntary Transfer

a. Any probationary or permanent teacher and any substitute teacher on a current list (eligible, reelection, reinstatement, special review) may file a Voluntary Transfer Request to improve racial and ethnic balance, provided that the teacher's transfer will not adversely affect faculty ethnic balance at the sending school.

b. Teachers who have been sent written notification that they are eligible for transfer under the Districtwide List Component (5.0) or the Mandatory Transfer Component (6.0) of this plan and teachers who have signed a probationary contract with a waiver statement are not eligible to apply for a voluntary transfer.

c. Teachers who volunteer under this provision must make themselves available to all schools within at least two Regions, may declare availability to one additional Region, and may request assignment to as many as five schools within the selected Regions.

4.2 Procedures for Voluntary Transfers

a. A principal of a school whose faculty is not within the District standard for staff integration shall interview appropriate available volunteers prior to filling openings or vacancies through other sources.

b. Personnel Division will prepare lists of anticipated numbers of openings/vacancies and staff balance requirements on a school-by-school basis. Lists shall be made available to schools and personnel offices.

c. Principals shall notify Personnel Division regarding the specific subject(s)/grade(s), special skills or other personnel needs of their respective schools as soon as this information is available. Based upon the principal's description of school personnel needs, the Personnel Division will refer a number of appropriate volunteers not to exceed five candidates for a given opening/vacancy to schools for interview.

d. The teacher has the right to accept or to refuse any placement.

e. A voluntary transfer application may be cancelled after a teacher refuses two offers of interview or assignment.

4.3 Incentives for Voluntary Transfer

a. Return Rights

- (1) Volunteers under 4.0 will be given a written guarantee of right to return to the previous school after four semesters of service, or, if their previous school or department has closed, to another school within the same administrative region as the previous school. Teachers who wish to exercise return rights in September of a given year must notify Personnel Division by April 1 of the same year. Time spent on formal leaves of absence shall not be counted toward the two-year service requirement, except as specified in paragraph 4.4 of this Section.
- (2) Return rights may be exercised on the above date or may be deferred to the beginning of the fall semester (only) of either of the next two school years following the original right of return date. Where the teacher has requested return within the specified period of time and does not choose to return to the home school, Personnel Division will place the teacher within the administrative Region from which the teacher volunteered. This placement requires agreement by the teacher and the receiving principal, must be made in accordance with staff integration policies and must not require the displacement of another teacher.
- (3) Teachers returned after completion of volunteer transfer service shall be retained at the location to which returned for a period of three years, plus an additional year for each year of deferred return rights. Time spent on leaves of absence shall be counted toward this exemption.

b. Promotional Examinations: Training and Experience Committees for promotional examinations will be instructed to give consideration, when evaluating applications, to voluntary participation in staff integration programs and demonstrated ability to work effectively with pupils and parents whose race, ethnicity, or culture differs from that of a teacher applicant.

Appendix B - Teacher Integration Transfer Program

4.4 Terms of Service: A teacher who is assigned to a school under the Voluntary Transfer Component of this plan shall serve four semesters at the location to which he or she is assigned. For purposes of this section, four semesters shall equate to two school years during which the teacher served at least 133 days. Time spent on formal leaves of absence may not be counted toward this service requirement, except that formal leaves of absence as the result of an unprovoked act of violence (Special Physical Injury Leave) or a bona fide industrial accident or industrial illness leave that does not exceed 60 working days shall be counted toward the service requirement.

6.0 Mandatory Transfer Component: When the District determines that it is necessary to utilize a mandatory movement of employees in order to remedy an imbalance, the terms of Section 6.0 - 6.4 of Appendix B to the 1980-82 Agreement shall be applicable. The following are exempt from mandatory transfer:

a. Bilingual/Bicultural Exemptions: Certificated employees who utilize bilingual skills in approved District bilingual programs as specified in the bilingual exemption of Article XI, Section 6.0.

b. Handicapped Exemptions: District identified handicapped teachers assigned to facilities designed for the purpose of accommodating a District identified handicap will not be mandatorily transferred except where the teacher may be mandatorily transferred to another facility which may reasonably accommodate the identified handicap.

APPENDIX E
SALARY TABLES AND RATES
1988-89

1.0 Development Center (V) Salary Table. Employees allocated to the Development Center Salary Table shall be paid as follows:

Advancement* to Schedule	Schedule Number	STEP				
		1	2	3	4	5
Minimum of 60 Semester Units	11	\$1,858 (18,952)	\$1,928 (19,666)	\$2,009 (20,492)	\$2,076 (21,175)	\$2,152 (21,950)
Minimum Plus 14 Points	12	1,928 (19,666)	2,009 (20,492)	2,076 (21,175)	2,152 (21,950)	2,225 (22,695)
Minimum Plus 28 Points	13	2,009 (20,492)	2,076 (21,175)	2,152 (21,950)	2,225 (22,695)	2,296 (23,419)
Bachelor's Degree	14	2,076 (21,175)	2,152 (21,950)	2,225 (22,695)	2,296 (23,419)	2,372 (24,194)
Restricted Severely Handicapped Credential	15	2,152 (21,950)	2,225 (22,695)	2,296 (23,419)	2,372 (24,194)	2,453 (25,021)

*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.

Rates shown in parentheses are annual C Basis salaries for 204 days.

1.1 Eligible employees shall receive a career increment differential of \$25 per pay period effective 1988-89.

2.0 Children's Center (C) Salary Table. Employees allocated to the Children's Center Salary Table shall be paid as follows:

Advancement* To Schedule	Schedule Number	STEP				
		1	2	3	4	5
Minimum of 60 Semester Units	15	\$1,835 (23,947)	\$1,906 (24,873)	\$1,986 (25,917)	\$2,054 (26,805)	\$2,129 (27,783)
Minimum Plus 14 Points	16	1,906 (24,873)	1,986 (25,917)	2,054 (26,805)	2,129 (27,783)	2,200 (28,710)
Minimum Plus 28 Points	17	1,986 (25,917)	2,054 (26,805)	2,129 (27,783)	2,200 (28,710)	2,271 (29,637)
Bachelor's Degree	18	2,054 (26,805)	2,129 (27,783)	2,200 (28,710)	2,271 (29,637)	2,346 (30,615)
Elementary or Early Childhood Credential	19	2,162 (28,214)	2,258 (29,467)	2,377 (31,020)	2,499 (32,612)	2,627 (34,282)

* 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.

Rates shown in parentheses are annual A Basis salaries for 261 days.

2.1 Eligible employees shall receive a career increment differential of \$25 per pay period.

Appendix E - Salary Tables and Rates, 1988-89

3.0 Preparation (T and L) Salary Table: Employees allocated to the Preparation Salary Table shall be paid as follows:

Schedule Number (Req'd Points)*	Step									
	1	2	3	4	5	6	7	8	9	10
20 (Min)@	\$2,482 (25,316)	\$2,482 (25,316)	\$2,482 (25,316)	\$2,526 (25,765)	\$2,656 (27,091)	\$2,683 (27,367)	\$2,767 (28,223)	\$ 2,860 (29,172)	\$2,992 (30,518)	\$3,123 (31,855)
21 (Min + 14)	2,482 (25,316)	2,482 (25,316)	2,505 (25,551)	2,603 (26,551)	2,705 (27,591)	2,807 (28,631)	2,913 (29,713)	3,018 (30,784)	3,121 (31,834)	3,261 (33,262)
22 (Min + 28)	2,482 (25,316)	2,505 (25,551)	2,607 (26,591)	2,723 (27,775)	2,833 (28,897)	2,948 (30,070)	3,059 (31,202)	3,178 (32,416)	3,290 (33,558)	3,431 (34,996)
23 (Min + 42)	2,505 (25,551)	2,605 (26,571)	2,723 (27,775)	2,841 (28,978)	2,968 (30,274)	3,089 (31,508)	3,211 (32,752)	3,332 (33,986)	3,454 (35,231)	3,613 (36,853)
24 (Min + 56)	2,605 (26,571)	2,704 (27,581)	2,833 (28,897)	2,968 (30,274)	3,094 (31,559)	3,228 (32,926)	3,360 (34,272)	3,488 (35,578)	3,622 (36,944)	3,789 (38,648)
25 (Min + 70)	2,695 (27,489)	2,807 (28,631)	2,951 (30,100)	3,089 (31,508)	3,228 (32,926)	3,369 (34,364)	3,509 (35,792)	3,647 (37,199)	3,788 (38,638)	3,968 (40,474)
26 (Min + 84)	2,803 (28,591)	2,913 (29,713)	3,060 (31,212)	3,211 (32,752)	3,362 (34,292)	3,510 (35,802)	3,657 (37,301)	3,804 (38,801)	3,954 (40,331)	4,144 (42,269)
27 (Min + 98)	2,884 (29,417)	3,018 (30,784)	3,178 (32,416)	3,332 (33,986)	3,489 (35,588)	3,650 (37,230)	3,804 (38,801)	3,964 (40,433)	4,120 (42,024)	4,328 (44,146)

Maximum Rates With Differentials

WITH FIRST CAREER INCREMENT (after 5 years at maximum rate)

Maximum Rate with \$185 Career Increment Differential	4,513	(46,033)
Maximum Rate with \$185 Career Increment and \$15 Master's Degree Differential	4,528	(46,186)
Maximum Rate with \$185 Career Increment and \$40 Doctor's Degree Differential	4,553	(46,441)

WITH SECOND CAREER INCREMENT (additional \$15 per pay period after 5 years on the first career increment)

Maximum Rate with \$200 Career Increment Differential	4,528	(46,186)
Maximum Rate with \$200 Career Increment and \$15 Master's Degree Differential	4,543	(46,339)
Maximum Rate with \$200 Career Increment and \$40 Doctor's Degree Differential	4,568	(46,594)

* 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.

@ Minimum preparation requirements: Bachelor's degree or possession of certain vocational or industrial arts credentials.

Rates shown in parentheses are annual C Basis salaries for 204 days.

3.1 An employee with a master's degree and a doctor's or equivalent degree shall receive the \$40 differential only.

3.2 The above rates, including degree differential and career increment(s), are for four-week pay periods and full-time assignments.

3.3 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.

3.4 Permanent, probationary (including conditional), temporary contract, teacher trainee, intern, and provisional employees shall be allocated to Schedules 20 through 27 inclusive.

3.5 Categorical Limited Contract teachers are paid on Schedule 20 only.

Appendix E - Salary Tables and Rates, 1988-89

3.0a Year-round Preparation (T and L) Salary Table: Year-round employees allocated to the Preparation Salary Table shall be paid as follows:

Schedule Number (Req'd Points)*	Step									
	1	2	3	4	5	6	7	8	9	10
20 (Min)@	\$1939.95 (25,316)	\$1939.95 (25,316)	\$1939.95 (25,316)	\$1974.34 (25,765)	\$2075.95 (27,091)	\$2097.06 (27,367)	\$2162.71 (28,223)	\$2235.40 (29,172)	\$2338.57 (30,518)	\$2440.97 (31,855)
21 (Min + 14)	1939.95 (25,316)	1939.95 (25,316)	1957.93 (25,551)	2034.53 (26,551)	2114.25 (27,591)	2193.98 (28,631)	2276.83 (29,713)	2358.90 (30,784)	2439.40 (31,834)	2548.83 (33,262)
22 (Min + 28)	1939.95 (25,316)	1957.93 (25,551)	2037.66 (26,591)	2128.32 (27,775)	2214.30 (28,897)	2304.18 (30,070)	2390.94 (31,202)	2483.95 (32,416)	2571.49 (33,558)	2681.70 (34,996)
23 (Min + 42)	1957.93 (25,551)	2036.09 (26,571)	2128.32 (27,775)	2220.55 (28,978)	2319.82 (30,274)	2414.39 (31,508)	2509.75 (32,752)	2604.32 (33,986)	2699.68 (35,231)	2823.95 (36,853)
24 (Min + 56)	2036.09 (26,571)	2113.47 (27,581)	2214.30 (28,897)	2319.82 (30,274)	2418.30 (31,559)	2523.03 (32,926)	2626.21 (34,272)	2726.25 (35,578)	2830.99 (36,944)	2961.52 (38,648)
25 (Min + 70)	2106.44 (27,489)	2193.98 (28,631)	2306.53 (30,100)	2414.39 (31,508)	2523.03 (32,926)	2633.24 (34,364)	2742.67 (35,792)	2850.53 (37,199)	2960.74 (38,638)	3101.43 (40,474)
26 (Min + 84)	2190.85 (28,591)	2276.83 (29,713)	2391.72 (31,212)	2509.75 (32,752)	2627.77 (34,292)	2743.45 (35,802)	2858.34 (37,301)	2973.24 (38,801)	3090.48 (40,331)	3238.99 (42,269)
27 (Min + 98)	2254.16 (29,417)	2358.90 (30,784)	2483.95 (32,416)	2604.32 (33,986)	2727.03 (35,588)	2852.87 (37,230)	2973.24 (38,801)	3098.30 (40,433)	3220.23 (42,024)	3382.80 (44,146)

Maximum Rates With Differentials

WITH FIRST CAREER INCREMENT (after 5 years at maximum rate)

Maximum Rate with \$144.60 Career Increment Differential	3,527.40	(46,033)
Maximum Rate with \$144.60 Career Increment and \$11.72 Master's Degree Differential	3,539.13	(46,186)
Maximum Rate with \$144.60 Career Increment and \$31.26 Doctor's Degree Differential	3,558.67	(46,441)

WITH SECOND CAREER INCREMENT (additional \$11.72 per pay period after 5 years on the first career increment)

Maximum Rate with \$156.32 Career Increment Differential	3,539.13	(46,186)
Maximum Rate with \$156.32 Career Increment and \$11.72 Master's Degree Differential	3,550.85	(46,339)
Maximum Rate with \$156.32 Career Increment and \$31.26 Doctor's Degree Differential	3,570.39	(46,594)

* 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.

@ Minimum preparation requirements: Bachelor's degree or possession of certain vocational or industrial arts credentials.

Rates shown in parentheses are annual S, T, and U Bases salaries for year-round employees.

3.1 An employee with a master's degree and a doctor's or equivalent degree shall receive the \$31.26 differential only.

3.2 The above rates, including degree differential and career increment(s), are for four-week pay periods and full-time assignments.

3.3 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.

3.4 Permanent, probationary (including conditional), temporary contract, teacher trainee, intern, and provisional employees shall be allocated to Schedules 20 through 27 inclusive.

3.5 Categorical Limited Contract teachers are paid on Schedule 20 only.

Appendix E - Salary Tables and Rates, 1988-89

4.0 Special Services (D) Salary Table: Employees allocated to the Special Services Salary Table shall be paid as follows:

Schedule Number	STEP				
	1	2	3	4	5
100	\$2,040 (20,808)*	\$2,154 (21,971)	\$2,270 (23,154)	\$2,395 (24,429)	\$2,521 (25,714)
110	2,096 (21,379)	2,213 (22,573)	2,332 (23,786)	2,458 (25,072)	2,593 (26,449)
120	2,154 (21,971)	2,270 (23,154)	2,395 (24,429)	2,521 (25,714)	2,665 (27,183)
130	2,213 (22,573)	2,332 (23,786)	2,458 (25,072)	2,593 (26,449)	2,740 (27,948)
140	2,270 (23,154)	2,395 (24,429)	2,521 (25,714)	2,665 (27,183)	2,813 (28,693)
150	2,332 (23,786)	2,458 (25,072)	2,593 (26,449)	2,740 (27,948)	2,890 (29,478)
160	2,395 (24,429)	2,521 (25,714)	2,665 (27,183)	2,813 (28,693)	2,970 (30,294)
170	2,458 (25,072)	2,593 (26,449)	2,740 (27,948)	2,890 (29,478)	3,053 (31,141)
180	2,521 (25,714)	2,665 (27,183)	2,813 (28,693)	2,970 (30,294)	3,138 (32,008)
190	2,593 (26,449)	2,740 (27,948)	2,890 (29,478)	3,053 (31,141)	3,221 (32,854)
200	2,665 (27,183)	2,813 (28,693)	2,970 (30,294)	3,138 (32,008)	3,312 (33,782)
210	2,740 (27,948)	2,890 (29,478)	3,053 (31,141)	3,221 (32,854)	3,405 (34,731)
220	2,813 (28,693)	2,970 (30,294)	3,138 (32,008)	3,312 (33,782)	3,507 (35,771)
230	2,886 (29,437)	3,046 (31,069)	3,216 (32,803)	3,397 (34,649)	3,597 (36,689)
280	3,195 (32,589)	3,378 (34,456)	3,565 (36,363)	3,763 (38,383)	3,975 (40,545)
290	3,290 (33,558)	3,471 (35,404)	3,663 (37,363)	3,867 (39,443)	4,082 (41,636)

* Rates shown in parentheses are annual C Basis salaries for 204 days.

Appendix E - Salary Tables and Rates, 1988-89

4.0 Special Services (D) Salary Table (Continued)

Schedule Number	STEP				
	1	2	3	4	5
30D	\$3,378 (34,456)*	\$3,565 (36,363)	\$3,763 (38,383)	\$3,975 (40,545)	4,198 (42,820)
31D	3,471 (35,404)	3,663 (37,363)	3,867 (39,443)	4,082 (41,636)	4,318 (44,044)
32D	3,565 (36,363)	3,763 (38,383)	3,975 (40,545)	4,198 (42,820)	4,437 (45,257)
33D	3,663 (37,363)	3,865 (39,423)	4,081 (41,626)	4,318 (44,044)	4,561 (46,522)
34D	3,763 (38,383)	3,975 (40,545)	4,198 (42,820)	4,437 (45,257)	4,681 (47,746)
35D	3,867 (39,443)	4,082 (41,636)	4,318 (44,044)	4,563 (46,543)	4,817 (49,133)
36D	3,975 (40,545)	4,198 (42,820)	4,437 (45,257)	4,681 (47,746)	4,954 (50,531)
37D	4,082 (41,636)	4,318 (44,044)	4,563 (46,543)	4,817 (49,133)	5,090 (51,918)
38D	4,198 (42,820)	4,437 (45,257)	4,681 (47,746)	4,954 (50,531)	5,226 (53,305)
39D	4,318 (44,044)	4,563 (46,543)	4,817 (49,133)	5,090 (51,918)	5,375 (54,825)
40D	4,437 (45,257)	4,681 (47,746)	4,954 (50,531)	5,226 (53,305)	5,525 (56,355)

*Rates shown in parentheses are annual C Basis salaries for 204 days.

4.1 An employee who is reassigned from a pay period rate salary table to the Special Services Salary Table shall be allocated to the rate on the new schedule number 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 schedule number within the same school year shall not be allocated to a higher step than that to which previously entitled during that same school year. An employee returning to a schedule number on this table within 39 months will be placed on the employee's former step if it is to the employee's advantage. An employee reassigned to a class allocated to the same schedule number as that of the former class, shall be allocated to the same step number. An employee reassigned to a class allocated to a higher schedule number than that of the employee's former class, shall be allocated to the next higher rate on such higher schedule number.

4.2 Eligible employees shall receive a doctor's degree differential of \$40 per pay period.

4.3 Eligible employees shall receive a first career increment of \$185 per pay period, or a second career increment of an additional \$15 per pay period for a total of \$200 per pay period.

Appendix E - Salary Table and Rates, 1988-89

4.4 An employee who is promoted to a class on the Special Services Salary Table with a higher maximum rate than that of the former pay period rate classification shall have the step placement recomputed pursuant to Section 4.1 of Appendix E 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.

4.5 Effective July 1, 1988, Educational Audiologists shall be paid on Schedule 33 of the Special Services Salary Table.

4.6 Effective July 1, 1988, Orientation and Mobility Instructors shall be paid on Schedule 33 of the Special Services Salary Table.

5.0 Hourly Rate (THR) Schedule: Employees serving in the following classifications shall be paid on the Hourly Rate Schedule:

- Adult Teacher, Academic Instruction
- Adult Teacher, ESL
- Adult Teacher, Hourly Rate and Substitutes
- Adult Teacher, Public or Private Contract and Substitutes
- Adult Teacher-Adviser
- Adult Teacher-Counselor
- Adviser, Registration, Hourly Schedule
- Continuation Teacher, Hourly Rate and Substitutes
- Regional Occupational Contract Teacher
- Temporary Adviser, Hourly Schedule
- Temporary Resource Teacher, Hourly

Rates

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4*</u>
\$27.89	\$29.18	\$30.64	\$31.14

* Applicable to all employees with ten consecutive years or more of Adult Education service and who are eligible for step advance.

6.0 Flat Hourly Rates: Employees serving in the following classifications shall be paid flat rates per hour as indicated:

Adult Teacher, Flat Rate Day-to-Day Substitute	\$27.89
Adult Teacher, Staff Development	27.89
Adult Teacher, Temporary Classes	27.89
Differential, JTPA Work Experience	12.67
Extended Counseling/Advisement Assignment, Hourly	25.80
Extended Teaching Assignment, Hourly	19.94
Supplemental Driver Training Assignment	13.95

Appendix E - Salary Tables and Rates, 1988-89

7.0 Flat Daily Rates:

Differential, Adult School Department Chairperson	\$5.89 per day
Differential, Adult Learning Assessor	\$5.89 per day

8.0 Other Flat Rates:

8.1 Differential, PHBAO/CAP-BCC Level	\$2500 per semester
Differential, PHBAO/CAP-A Level/LDS	\$1250 per semester
Differential, Non-PHBAO/Non-CAP--BCC Level	\$500 per semester
Differential, Non-PHBAO/Non-CAP--A Level/LDS	\$250 per semester

Stipend, Passage of BCC Test Components
(One time stipend only) \$250 per component
(maximum \$500)

8.2 Differential, Urban Classroom Teacher Program I \$1000 per semester

8.3 Professional Expert classes shall be paid as specified in Board Rule 1920.

8.4 Differential, Demonstration Teacher The amount paid by the training institution

8.5 Differential, Training Teacher The amount paid by the training institution

8.6 Differential, Mentor Teacher \$2000 per semester

9.0 Driver Safety Instructor (09J) Schedule:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$1809	\$1928	\$2048	\$2172

9.1 The above Driver Safety Instructor rates are for full-time assignments of 160 hours per pay period.

9.2 New employees hired as Driver Safety Instructors are placed on the first step of the 4-step schedule. Current employees who are paid on a higher pay period schedule or the Hourly Rate Schedule and assigned as Driver Safety Instructors are placed on Step 4 of the Driver Safety Instructor Schedule.

10.0 Salary Differentials.

10.1 Employees who perform certain of the supplemental duties for which assignment, temporary adviser, or responsibility salary differentials are permitted as set out in Article XIV, Section 24.0 may, at the conclusion of the semester or sport season, be paid a lump-sum in addition to their regular salary rate. 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.

Appendix E - Salary Tables and Rates, 1988-89

10.2 When approved by the Superintendent, differential salary rates may be computed and paid as pay period rates. 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 one differential per school year paid on a semester basis may overlap a differential for coaching a fall/spring sport; Mentor Teacher Differential shall also be included in this restriction.

10.3 Coordinating assignment differentials for athletic coordination will be paid at the following rates per semester:

School Athletics Coordination	\$1238
Assistant School Athletics Coordination	\$ 751

Temporary Adviser, Temporary Resource Teacher, responsibility, and all coordinating assignment differentials other than those above will be paid at the rate of \$589 per semester (divide by 5 for pay period rate).

10.4 Coaching and activity assignment differentials will be paid as follows:

Coaching and Activity Assignment Rates Per Season or Semester

<u>Rate 1</u>	<u>Rate 2</u>	<u>Rate 3</u>	<u>Rate 4</u>	<u>Rate 5</u>	<u>Rate 6</u>
\$692	\$912	\$1202	\$1495	\$1641	\$1785

Activity assignment differentials are paid on a semester basis and are limited as follows:

Junior high schools will be limited to Rates 1, 2, and 3.

Senior high schools will be limited to Rates 1, 2, 3, and 4.

Drill Team Sponsor differential will be paid at Rate 3.

Academic Decathlon Coach at the senior high schools shall be paid at Rate 6 for the Fall semester and, if continued through the Spring, it shall be Rate 4 for Spring.

Academic Pentathlon Coach at the junior high schools shall be paid at Rate 3.

APPENDIX E
SALARY TABLES AND RATES
1989-90

1.0 Development Center (V) Salary Table. Employees allocated to the Development Center Salary Table shall be paid as follows:

Advancement* to Schedule	Schedule Number	STEP				
		1	2	3	4	5
Minimum of 60 Semester Units	11	\$2,007 (20,471)	\$2,082 (21,236)	\$2,170 (22,134)	\$2,242 (22,868)	\$2,324 (23,705)
Minimum Plus 14 Points	12	2,082 (21,236)	2,170 (22,134)	2,242 (22,868)	2,324 (23,705)	2,403 (24,511)
Minimum Plus 28 Points	13	2,170 (22,134)	2,242 (22,868)	2,324 (23,705)	2,403 (24,511)	2,480 (25,296)
Bachelor's Degree	14	2,242 (22,868)	2,324 (23,705)	2,403 (24,511)	2,480 (25,296)	2,562 (26,132)
Restricted Severely Handicapped Credential	15	2,324 (23,705)	2,403 (24,511)	2,480 (25,296)	2,562 (26,132)	2,649 (27,020)

*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. Rates shown in parentheses are annual C Basis salaries for 204 days.

1.1 Eligible employees shall receive a career increment differential of \$25 per pay period.

2.0 Children's Center (C) Salary Table. Employees allocated to the Children's Center Salary Table shall be paid as follows:

Advancement* to Schedule	Schedule Number	STEP				
		1	2	3	4	5
Minimum of 60 Semester Units	15	\$1,982 (25,766)	\$2,058 (26,754)	\$2,145 (27,885)	\$2,218 (28,834)	\$2,299 (29,887)
Minimum Plus 14 Points	16	2,058 (26,754)	2,145 (27,885)	2,218 (28,834)	2,299 (29,887)	2,376 (30,888)
Minimum Plus 28 Points	17	2,145 (27,885)	2,218 (28,834)	2,299 (29,887)	2,376 (30,888)	2,453 (31,889)
Bachelor's Degree	18	2,218 (28,834)	2,299 (29,887)	2,376 (30,888)	2,453 (31,889)	2,534 (32,942)
Elementary or Early Childhood Credential	19	2,335 (30,355)	2,439 (31,707)	2,567 (33,371)	2,699 (35,087)	2,837 (36,881)

* 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. Rates shown in parentheses are annual A Basis salaries for 260 days.

2.1 Eligible employees shall receive a career increment differential of \$25 per pay period.

Appendix E - Salary Tables and Rates, 1988-89

10.5 The following differentials for athletic coaching assignments are paid on a seasonal basis:

<u>Sport</u>	<u>Rate</u>
Badminton	2*
Baseball; Varsity	6
Baseball; J.V.	4
Basketball; Varsity, J.V.	6#
Basketball; Bee, Cee	4#
Basketball, Women's; Varsity, J.V.	6#
Cross Country; Varsity, J.V., Frosh/Soph, Women's	3#
Football; Varsity (Head and Assistant)	6
Football; Bee (Head)	5
Football; Bee (Assistant)	4
Football; J.V.	3*
Golf	3*
Golf, Women's	3*
Gymnastics	3
Gymnastics, Women's	3
Soccer	3*
Softball	6
Softball; J.V.	4
Swimming; Varsity, J.V., Frosh/Soph	3#
Swimming, Women's; Varsity, Bee, Cee	3*,#
Tennis	3
Tennis, Women's	3
Track & Field; Varsity, Bee, Cee	6#
Track & Field; Varsity, Bee, Cee (Assistant)	4
Track & Field; Women's	6
Volleyball; Varsity, J.V.	4*,#
Volleyball, Women's; Varsity, J.V.	4#
Waterpolo	2*
Wrestling	3*
One differential to be used for assistant coach assignment in any sport, or for any Rate 2 coaching assignment.	2

* This is an elective sport. Each school will determine the elective sport(s) in which it will field a team, within budgeted allowances.

The lump-sum payment will be reduced proportionately when teams are not fielded at all levels.

10.6 A School Nurse who has qualified as a Specialist School Nurse and is assigned to a health appraisal team shall receive for such service a lump-sum assignment differential of \$69 per semester.

10.7 Differential, Driver Safety Lead Instructor will be paid at the rate of \$400 per semester.

10.8 Differential, School Librarian will be paid at the rate of \$297 per semester.

11.0 Substitutes. The daily rates for substitutes shall be as provided in Article XIX.

Appendix E - Salary Tables and Rates, 1989-90 School Year

3.0 Preparation (T and L) Salary Table: Employees allocated to the Preparation Salary Table shall be paid as follows:

Schedule Number (Req'd Points)*	Step									
	1	2	3	4	5	6	7	8	9	10
20 (Min)@	\$2,681 (27,346)	\$2,681 (27,346)	\$2,681 (27,346)	\$2,728 (27,826)	\$2,868 (29,254)	\$2,898 (29,560)	\$2,988 (30,478)	\$3,089 (31,508)	\$3,231 (32,956)	\$3,373 (34,405)
21 (Min + 14)	2,681 (27,346)	2,681 (27,346)	2,705 (27,591)	2,811 (28,672)	2,921 (29,794)	3,032 (30,926)	3,146 (32,089)	3,259 (33,242)	3,371 (34,384)	3,522 (35,924)
22 (Min + 28)	2,681 (27,346)	2,705 (27,591)	2,816 (28,723)	2,941 (29,998)	3,060 (31,212)	3,184 (32,477)	3,304 (33,701)	3,432 (35,006)	3,553 (36,241)	3,705 (37,791)
23 (Min + 42)	2,705 (27,591)	2,813 (28,693)	2,941 (29,998)	3,068 (31,294)	3,205 (32,691)	3,336 (34,027)	3,468 (35,374)	3,599 (36,710)	3,730 (38,046)	3,902 (39,800)
24 (Min + 56)	2,813 (28,693)	2,920 (29,784)	3,060 (31,212)	3,205 (32,691)	3,342 (34,088)	3,486 (35,557)	3,629 (37,016)	3,767 (38,423)	3,912 (39,902)	4,092 (41,738)
25 (Min + 70)	2,911 (29,692)	3,032 (30,926)	3,187 (32,507)	3,336 (34,027)	3,486 (35,557)	3,639 (37,118)	3,790 (38,658)	3,939 (40,178)	4,091 (41,728)	4,285 (43,707)
26 (Min + 84)	3,027 (30,875)	3,146 (32,089)	3,305 (33,711)	3,468 (35,374)	3,631 (37,036)	3,791 (38,668)	3,950 (40,290)	4,108 (41,902)	4,270 (43,554)	4,476 (45,655)
27 (Min + 98)	3,115 (31,773)	3,259 (33,242)	3,432 (35,006)	3,599 (36,710)	3,768 (38,434)	3,942 (40,208)	4,108 (41,902)	4,281 (43,666)	4,450 (45,390)	4,674 (47,675)

Maximum Rates With Differentials

FIRST CAREER INCREMENT (after 5 years at maximum rate)

Maximum Rate with \$185 Career Increment Differential	4,859 (49,562)
Maximum Rate with \$185 Career Increment and \$15 Master's Degree Differential	4,874 (49,715)
Maximum Rate with \$185 Career Increment and \$40 Doctor's Degree Differential	4,899 (49,970)

WITH SECOND CAREER INCREMENT (additional \$15 per pay period after 5 years on the first career increment)

Maximum Rate with \$200 Career Increment Differential	4,874 (49,715)
Maximum Rate with \$200 Career Increment and \$15 Master's Degree Differential	4,889 (49,868)
Maximum Rate with \$200 Career Increment and \$40 Doctor's Degree Differential	4,914 (50,123)

* 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.

@ Minimum preparation requirements: Bachelor's degree or possession of certain vocational or industrial arts credentials.

Rates shown in parentheses are annual C Basis salaries for 204 days.

3.1 An employee with a master's degree and a doctor's or equivalent degree shall receive the \$40 differential only.

3.2 The above rates, including degree differential and career increment(s), are for four-week pay periods and full-time assignments.

3.3 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.

3.4 Permanent, probationary (including conditional), temporary contract, teacher trainee, intern, and provisional employees shall be allocated to Schedules 20 through 27 inclusive.

3.5 Categorical Limited Contract teachers are paid on Schedule 20 only.

3.0a Year-round Preparation (T and L) Salary Table: Year-round employees allocated to the Preparation Salary Table shall be paid as follows:

Schedule Number (Req'd Points)*	Step									
	1	2	3	4	5	6	7	8	9	10
20 (Min)@	\$2103.55 (27,346)	\$2103.55 (27,346)	\$2103.55 (27,346)	\$2140.43 (27,826)	\$2250.28 (29,254)	\$2273.82 (29,560)	\$2344.43 (30,478)	\$2423.68 (31,508)	\$2535.09 (32,956)	\$2646.51 (34,405)
21 (Min + 14)	2103.55 (27,346)	2103.55 (27,346)	2122.38 (27,591)	2205.55 (28,672)	2291.86 (29,794)	2378.95 (30,926)	2468.40 (32,089)	2557.06 (33,242)	2644.94 (34,384)	2763.42 (35,924)
22 (Min + 28)	2103.55 (27,346)	2122.38 (27,591)	2209.48 (28,723)	2307.55 (29,998)	2400.92 (31,212)	2498.22 (32,477)	2592.37 (33,701)	2692.80 (35,006)	2787.74 (36,241)	2907.00 (37,791)
23 (Min + 42)	2122.38 (27,591)	2207.12 (28,693)	2307.55 (29,998)	2407.20 (31,294)	2514.69 (32,691)	2617.48 (34,027)	2721.05 (35,374)	2823.83 (36,710)	2926.62 (38,046)	3061.57 (39,800)
24 (Min + 56)	2207.12 (28,693)	2291.08 (29,784)	2400.92 (31,212)	2514.69 (32,691)	2622.18 (34,088)	2735.17 (35,557)	2847.37 (37,016)	2955.65 (38,423)	3069.42 (39,902)	3210.65 (41,738)
25 (Min + 70)	2284.02 (29,692)	2378.95 (30,926)	2500.57 (32,507)	2617.48 (34,027)	2735.17 (35,557)	2855.22 (37,118)	2973.69 (38,658)	3090.60 (40,178)	3209.86 (41,728)	3362.08 (43,707)
26 (Min + 84)	2375.03 (30,875)	2468.40 (32,089)	2593.15 (33,711)	2721.05 (35,374)	2848.94 (37,036)	2974.48 (38,668)	3099.23 (40,290)	3223.20 (41,902)	3350.31 (43,554)	3511.94 (45,655)
27 (Min + 98)	2444.08 (31,773)	2557.06 (33,242)	2692.80 (35,006)	2823.83 (36,710)	2956.43 (38,434)	3092.95 (40,208)	3223.20 (41,902)	3358.94 (43,666)	3491.54 (45,390)	3667.29 (47,675)

Maximum Rates With Differentials

WITH FIRST CAREER INCREMENT (after 5 years at maximum rate)

Maximum Rate with \$145.15 Career Increment Differential	3,797.84	(49,562)
Maximum Rate with \$145.15 Career Increment and \$11.77 Master's Degree Differential	3,809.56	(49,715)
Maximum Rate with \$145.15 Career Increment and \$31.38 Doctor's Degree Differential	3,829.10	(49,970)

WITH SECOND CAREER INCREMENT (additional \$11.77 per pay period after 5 years on the first career increment)

Maximum Rate with \$156.92 Career Increment Differential	3,809.56	(49,715)
Maximum Rate with \$156.92 Career Increment and \$11.77 Master's Degree Differential	3,821.29	(49,868)
Maximum Rate with \$156.92 Career Increment and \$31.38 Doctor's Degree Differential	3,840.83	(50,123)

* 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.

@ Minimum preparation requirements: Bachelor's degree or possession of certain vocational or industrial arts credentials.

Rates shown in parentheses are annual S, T, and U Bases salaries for year-round employees.

3.1 An employee with a master's degree and a doctor's or equivalent degree shall receive the \$31.38 differential only.

3.2 The above rates, including degree differential and career increment(s), are for four-week pay periods and full-time assignments.

3.3 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.

3.4 Permanent, probationary (including conditional), temporary contract, teacher trainee, intern, and provisional employees shall be allocated to Schedules 20 through 27 inclusive.

3.5 Categorical Limited Contract teachers are paid on Schedule 20 only.

Appendix E - Salary Tables and Rates, 1989-90

4.0 Special Services (D) Salary Table: Employees allocated to the Special Services Salary Table shall be paid as follows:

Schedule Number	STEP				
	1	2	3	4	5
100	\$2,203 (22,471)*	\$2,326 (23,725)	\$2,452 (25,010)	\$2,587 (26,387)	\$2,723 (27,775)
110	2,264 (23,093)	2,390 (24,378)	2,519 (25,694)	2,655 (27,081)	2,800 (28,560)
120	2,326 (23,725)	2,452 (25,010)	2,587 (26,387)	2,723 (27,775)	2,878 (29,356)
130	2,390 (24,378)	2,519 (25,694)	2,655 (27,081)	2,800 (28,560)	2,959 (30,182)
140	2,452 (25,010)	2,587 (26,387)	2,723 (27,775)	2,878 (29,356)	3,038 (30,988)
150	2,519 (25,694)	2,655 (27,081)	2,800 (28,560)	2,959 (30,182)	3,121 (31,834)
160	2,587 (26,387)	2,723 (27,775)	2,878 (29,356)	3,038 (30,988)	3,208 (32,722)
170	2,655 (27,081)	2,800 (28,560)	2,959 (30,182)	3,121 (31,834)	3,297 (33,629)
180	2,723 (27,775)	2,878 (29,356)	3,038 (30,988)	3,208 (32,722)	3,389 (34,568)
190	2,800 (28,560)	2,959 (30,182)	3,121 (31,834)	3,297 (33,629)	3,479 (35,486)
200	2,878 (29,356)	3,038 (30,988)	3,208 (32,722)	3,389 (34,568)	3,577 (36,485)
210	2,959 (30,182)	3,121 (31,834)	3,297 (33,629)	3,479 (35,486)	3,677 (37,505)
220	3,038 (30,988)	3,208 (32,722)	3,389 (34,568)	3,577 (36,485)	3,788 (38,638)
230	3,117 (31,793)	3,290 (33,558)	3,473 (35,425)	3,669 (37,424)	3,885 (39,627)
280	3,451 (35,200)	3,648 (37,210)	3,850 (39,270)	4,064 (41,453)	4,293 (43,789)
290	3,553 (36,241)	3,749 (38,240)	3,956 (40,351)	4,176 (42,595)	4,409 (44,972)
300	3,648 (37,210)	3,850 (39,270)	4,064 (41,453)	4,293 (43,789)	4,534 (46,247)

* Rates shown in parentheses are annual C Basis salaries for 204 days.

Appendix E - Salary Tables and Rates, 1989-90
 4.0 Special Services (D) Salary Table (Continued)

Schedule Number	STEP				
	1	2	3	4	5
31D	3,749 (38,240)*	3,956 (40,351)	4,176 (42,595)	4,409 (44,972)	4,663 (47,563)
32D	3,850 (39,270)	4,064 (41,453)	4,293 (43,789)	4,534 (46,247)	4,792 (48,878)
33D	3,956 (40,351)	4,174 (42,575)	4,407 (44,951)	4,663 (47,563)	4,926 (50,245)
34D	4,064 (41,453)	4,293 (43,789)	4,534 (46,247)	4,792 (48,878)	5,055 (51,561)
35D	4,176 (42,595)	4,409 (44,972)	4,663 (47,563)	4,928 (50,266)	5,202 (53,060)
36D	4,293 (43,789)	4,534 (46,247)	4,792 (48,878)	5,055 (51,561)	5,350 (54,570)
37D	4,409 (44,972)	4,663 (47,563)	4,928 (50,266)	5,202 (53,060)	5,497 (56,069)
38D	4,534 (46,247)	4,792 (48,878)	5,055 (51,561)	5,350 (54,570)	5,644 (57,569)
39D	4,663 (47,563)	4,928 (50,266)	5,202 (53,060)	5,497 (56,069)	5,805 (59,211)
40D	4,792 (48,878)	5,055 (51,561)	5,350 (54,570)	5,644 (57,569)	5,967 (60,863)

* Rates shown in parentheses are annual C Basis salaries for 204 days.

4.1 An employee who is reassigned from a pay period rate salary table to the Special Services Salary Table shall be allocated to the rate on the new schedule number 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 schedule number within the same school year shall not be allocated to a higher step than that to which previously entitled during that same school year. An employee returning to a schedule number on this table within 39 months will be placed on the employee's former step if it is to the employee's advantage. An employee reassigned to a class allocated to the same schedule number as that of the former class, shall be allocated to the same step number. An employee reassigned to a class allocated to a higher schedule number than that of the employee's former class, shall be allocated to the next higher rate on such higher schedule number.

4.2 Eligible employees shall receive a doctor's degree differential of \$40 per pay period.

4.3 Eligible employees shall receive a first career increment of \$185 per pay period, or a second career increment of an additional \$15 per pay period for a total of \$200 per pay period.

Appendix E - Salary Tables and Rates, 1989-90

4.4 An employee who is promoted to a class on the Special Services Salary Table with a higher maximum rate than that of the former pay period rate classification shall have the step placement recomputed pursuant to Section 4.1 of Appendix E 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.

5.0 Hourly Rate (THR) Schedule: Employees serving in the following classifications shall be paid on the Hourly Rate Schedule:

Adult Teacher, Academic Instruction
 Adult Teacher, ESL
 Adult Teacher, Hourly Rate and Substitutes
 Adult Teacher, Public or Private Contract and Substitutes
 Adult Teacher-Adviser
 Adult Teacher-Counselor
 Adviser, Registration, Hourly Schedule
 Continuation Teacher, Hourly Rate and Substitutes
 Regional Occupational Contract Teacher
 Temporary Adviser, Hourly Schedule
 Temporary Resource Teacher, Hourly

Rates

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4*</u>
\$30.12	\$31.51	\$33.09	\$33.59

* Applicable to all employees with ten consecutive years or more of Adult Education service and who are eligible for step advance. For 1989-90 Step 4 shall be increased to \$34.09 if the State equalizes ROC/ROP income among California school districts.

6.0 Flat Hourly Rates: Employees serving in the following classifications shall be paid flat rates per hour as indicated:

Adult Teacher, Flat Rate Day-to-Day Substitute	\$30.12
Adult Teacher, Staff Development	30.12
Adult Teacher, Temporary Classes	30.12
Differential, JTPA Work Experience	13.68
Extended Counseling/Advisement Assignment, Hourly	27.86
Extended Teaching Assignment, Hourly	21.54
Supplemental Driver Training Assignment	15.07

Appendix E - Salary Tables and Rates, 1989-90

7.0 Flat Daily Rates:

Differential, Adult School Department Chairperson \$5.89 per day
 Differential, Adult Learning Assessor \$5.89 per day

8.0 Other Flat Rates:

8.1 Differential, PHBAO/CAP--BCC Level \$2500 per semester
 Differential, PHBAO/CAP--A Level/LDS \$1250 per semester
 Differential, Non-PHBAO/Non-CAP--BCC Level \$500 per semester
 Differential, Non-PHBAO/Non-CAP--A Level/LDS \$250 per semester

Stipend, Passage of BCC Test Components \$250 per component
 (One time stipend only) (maximum \$500)

8.2 Differential, Urban Classroom Teacher Program I \$1000 per semester

8.3 Professional Expert classes shall be paid as specified in Board Rule 1920.

8.4 Differential, Demonstration Teacher The amount paid by the training institution

8.5 Differential, Training Teacher The amount paid by the training institution

8.6 Differential, Mentor Teacher \$2000 per semester

9.0 Driver Safety Instructor (09J) Schedule:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$1954	\$2082	\$2212	\$2346

9.1 The above Driver Safety Instructor rates are for full-time assignments of 160 hours per pay period.

9.2 New employees hired as Driver Safety Instructors are placed on the first step of the 4-step schedule. Current employees who are paid on a higher pay period schedule or the Hourly Rate Schedule and assigned as Driver Safety Instructors are placed on Step 4 of the Driver Safety Instructor Schedule.

10.0 Salary Differentials.

10.1 Employees who perform certain of the supplemental duties for which assignment, temporary adviser, or responsibility salary differentials are permitted as set out in Article XIV, Section 24.0 may, at the conclusion of the semester or sport season, be paid a lump-sum in addition to their regular salary rate. 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.

Appendix E - Salary Tables and Rates, 1989-90

10.2 When approved by the Superintendent, differential salary rates may be computed and paid as pay period rates. 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 one differential per school year paid on a semester basis may overlap a differential for coaching a fall/spring sport; Mentor Teacher Differential shall also be included in this restriction.

10.3 Coordinating assignment differentials for athletic coordination will be paid at the following rates per semester:

School Athletics Coordination	\$1238
Assistant School Athletics Coordination	\$ 751

Temporary Adviser, Temporary Resource Teacher, responsibility, and all coordinating assignment differentials other than those above will be paid at the rate of \$589 per semester (divide by 5 for pay period rate).

10.4 Coaching and activity assignment differentials will be paid as follows:

Coaching and Activity Assignment Rates Per Season or Semester

<u>Rate 1</u>	<u>Rate 2</u>	<u>Rate 3</u>	<u>Rate 4</u>	<u>Rate 5</u>	<u>Rate 6</u>
\$692	\$912	\$1202	\$1495	\$1641	\$1785

Activity assignment differentials are paid on a semester basis and are limited as follows:

Junior high schools will be limited to Rates 1, 2, and 3.

Senior high schools will be limited to Rates 1, 2, 3, and 4.

Drill Team Sponsor differential will be paid at Rate 3.

Academic Decathlon Coach at the senior high schools shall be paid at Rate 6 for the Fall semester and, if continued through the Spring, it shall be Rate 4 for Spring.

Academic Pentathlon Coach at the junior high schools shall be paid at Rate 3.

Appendix E - Salary Tables and Rates, 1989-90

10.5 The following differentials for athletic coaching assignments are paid on a seasonal basis:

<u>Sport</u>	<u>Rate</u>
Badminton	2*
Baseball; Varsity	6
Baseball; J.V.	4
Basketball; Varsity, J.V.	6#
Basketball; Bee, Cee	4#
Basketball, Women's; Varsity, J.V.	6#
Cross Country; Varsity, J.V., Frosh/Soph, Women's	3#
Football; Varsity (Head and Assistant)	6
Football; Bee (Head)	5
Football; Bee (Assistant)	4
Football; J.V.	3*
Golf	3*
Golf, Women's	3*
Gymnastics	3
Gymnastics, Women's	3
Soccer	3*
Softball	6
Softball; J.V.	4
Swimming; Varsity, J.V., Frosh/Soph	3#
Swimming, Women's; Varsity, Bee, Cee	3*,#
Tennis	3
Tennis, Women's	3
Track & Field; Varsity, Bee, Cee	6#
Track & Field; Varsity, Bee, Cee (Assistant)	4
Track & Field; Women's	6
Volleyball; Varsity, J.V.	4*,#
Volleyball, Women's; Varsity, J.V.	4#
Waterpolo	2*
Wrestling	3*
One differential to be used for assistant coach assignment in any sport, or for any Rate 2 coaching assignment.	2

* This is an elective sport. Each school will determine the elective sport(s) in which it will field a team, within budgeted allowances.

The lump-sum payment will be reduced proportionately when teams are not fielded at all levels.

10.6 A School Nurse who has qualified as a Specialist School Nurse and is assigned to a health appraisal team shall receive for such service a lump-sum assignment differential of \$69 per semester.

10.7 Differential, Driver Safety Lead Instructor will be paid at the rate of \$400 per semester.

10.8 Differential, School Librarian will be paid at the rate of \$297 per semester.

11.0 Substitutes. The daily rates for substitutes shall be as provided in Article XIX.

APPENDIX E
SALARY TABLES AND RATES
1990-1991

1.0 Development Center (V) Salary Table. Employees allocated to the Development Center Salary Table shall be paid as follows:

Advancement* to Schedule	Schedule Number	STEP				
		1	2	3	4	5
Minimum of 60 Semester units	11	\$2,168 (22,114)	\$2,249 (22,940)	\$2,344 (23,909)	\$2,421 (24,694)	\$2,510 (25,602)
Minimum Plus 14 Points	12	2,249 (22,940)	2,344 (23,909)	2,421 (24,694)	2,510 (25,602)	2,595 (26,469)
Minimum Plus 28 Points	13	2,344 (23,909)	2,421 (24,694)	2,510 (25,602)	2,595 (26,469)	2,678 (27,316)
Bachelor's Degree	14	2,421 (24,694)	2,510 (25,602)	2,595 (26,469)	2,678 (27,316)	2,767 (28,223)
Restricted Severely Handicapped Credential	15	2,510 (25,602)	2,595 (26,469)	2,678 (27,316)	2,767 (28,223)	2,861 (29,182)

*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. Rates shown in parentheses are annual C Basis salaries for 204 days.

1.1 Eligible employees shall receive a career increment differential of \$25 per pay period.

2.0 Children's Center (C) Salary Table. Employees allocated to the Children's Center Salary Table shall be paid as follows:

Advancement* to Schedule	Schedule Number	STEP				
		1	2	3	4	5
Minimum of 60 Semester Units	15	\$2,141 (27,833)	\$2,223 (28,899)	\$2,317 (30,121)	\$2,395 (31,135)	\$2,483 (32,279)
Minimum Plus 14 Points	16	2,223 (28,899)	2,317 (30,121)	2,395 (31,135)	2,483 (32,279)	2,566 (33,358)
Minimum Plus 28 Points	17	2,317 (30,121)	2,395 (31,135)	2,483 (32,279)	2,566 (33,358)	2,649 (34,437)
Bachelor's Degree	18	2,395 (31,135)	2,483 (32,279)	2,566 (33,358)	2,649 (34,437)	2,737 (35,581)
Elementary or Early Childhood Credential	19	2,522 (32,786)	2,634 (34,242)	2,772 (36,036)	2,915 (37,895)	3,064 (39,832)

*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. Rates shown in parentheses are annual A Basis salaries for 260 days.

2.1 Eligible employees shall receive a career increment differential of \$25 per pay period.

Appendix E - Salary Tables and Rates, 1990-91

3.0 Preparation (T and L) Salary Table: Employees allocated to the Preparation Salary Table shall be paid as follows:

Schedule Number (Req'd Points)*	Step									
	1	2	3	4	5	6	7	8	9	10
20 (Min)@	\$2,895 (29,529)	\$2,895 (29,529)	\$2,895 (29,529)	\$2,946 (30,049)	\$3,097 (31,589)	\$3,130 (31,926)	\$3,227 (32,915)	\$3,336 (34,027)	\$3,489 (35,588)	\$3,643 (37,159)
21 (Min + 14)	2,895 (29,529)	2,895 (29,529)	2,921 (29,794)	3,036 (30,967)	3,155 (32,181)	3,275 (33,405)	3,398 (34,660)	3,520 (35,904)	3,641 (37,138)	3,804 (38,801)
22 (Min + 28)	2,895 (29,529)	2,921 (29,794)	3,041 (31,018)	3,176 (32,395)	3,305 (33,711)	3,439 (35,078)	3,568 (36,394)	3,707 (37,811)	3,837 (39,137)	4,001 (40,810)
23 (Min + 42)	2,921 (29,794)	3,038 (30,988)	3,176 (32,395)	3,313 (33,793)	3,461 (35,302)	3,603 (36,751)	3,745 (38,199)	3,887 (39,647)	4,028 (41,086)	4,214 (42,983)
24 (Min + 56)	3,038 (30,988)	3,154 (32,171)	3,305 (33,711)	3,461 (35,302)	3,609 (36,812)	3,765 (38,403)	3,919 (39,974)	4,068 (41,494)	4,225 (43,095)	4,419 (45,074)
25 (Min + 70)	3,144 (32,069)	3,275 (33,405)	3,442 (35,108)	3,603 (36,751)	3,765 (38,403)	3,930 (40,086)	4,093 (41,749)	4,254 (43,391)	4,418 (45,064)	4,628 (47,206)
26 (Min + 84)	3,269 (33,344)	3,398 (34,660)	3,569 (36,404)	3,745 (38,199)	3,921 (39,994)	4,094 (41,759)	4,266 (43,513)	4,437 (45,257)	4,612 (47,042)	4,834 (49,307)
27 (Min + 98)	3,364 (34,313)	3,520 (35,904)	3,707 (37,811)	3,887 (39,647)	4,069 (41,504)	4,257 (43,421)	4,437 (45,257)	4,623 (47,155)	4,806 (49,021)	5,048 (51,490)

Maximum Rates With Differentials

WITH FIRST CAREER INCREMENT (after 5 years at maximum rate)

Maximum Rate with \$185 Career Increment Differential	5,233	(53,377)
Maximum Rate with \$185 Career Increment and \$15 Master's Degree Differential	5,248	(53,530)
Maximum Rate with \$185 Career Increment and \$40 Doctor's Degree Differential	5,273	(53,785)

WITH SECOND CAREER INCREMENT (additional \$15 per pay period after 5 years on the first career increment)

Maximum Rate with \$200 Career Increment Differential	5248	(53,530)
Maximum Rate with \$200 Career Increment and \$15 Master's Degree Differential	5263	(53,683)
Maximum Rate with \$200 Career Increment and \$40 Doctor's Degree Differential	5288	(53,938)

* 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.

@ Minimum preparation requirements: Bachelor's degree or possession of certain vocational or industrial arts credentials.

Rates shown in parentheses are annual C Basis salaries for 204 days.

3.1 An employee with a master's degree and a doctor's or equivalent degree shall receive the \$40 differential only.

3.2 The above rates, including degree differential and career increment(s), are for four-week pay periods and full-time assignments.

3.3 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.

3.4 Permanent probationary (including conditional), temporary contract, teacher trainee, intern, and provisional employees shall be allocated to Schedules 20 through 27 inclusive.

3.5 Categorical Limited Contract teachers are paid on Schedule 20 only.

Appendix E - Salary Tables and Rates, 1990-91

3.0a Year-round Preparation (T and L) Salary Table: Year-round employees allocated to the Preparation Table shall be paid as follows:

Schedule Number (Req'd Points)*	Step									
	1	2	3	4	5	6	7	8	9	10
20 (Min)@	\$2271.46 (29,529)	\$2271.46 (29,529)	\$2271.46 (29,529)	\$2311.48 (30,049)	\$2429.95 (31,589)	\$2455.85 (31,926)	\$2531.95 (32,915)	\$2617.48 (34,027)	\$2737.52 (35,588)	\$2858.35 (37,159)
21 (Min + 14)	2271.46 (29,529)	2271.46 (29,529)	2291.86 (29,794)	2382.09 (30,967)	2475.46 (32,181)	2569.62 (33,405)	2666.12 (34,660)	2761.85 (35,904)	2856.78 (37,138)	2984.68 (38,801)
22 (Min + 28)	2271.46 (29,529)	2291.86 (29,794)	2386.02 (31,018)	2491.94 (32,395)	2593.15 (33,711)	2698.29 (35,078)	2799.51 (36,394)	2908.57 (37,811)	3010.57 (39,137)	3139.25 (40,810)
23 (Min + 42)	2291.86 (29,794)	2383.66 (30,988)	2491.94 (32,395)	2599.43 (33,793)	2715.55 (35,302)	2826.97 (36,751)	2938.38 (38,199)	3049.80 (39,647)	3160.43 (41,086)	3306.37 (42,983)
24 (Min + 56)	2383.66 (30,988)	2474.68 (32,171)	2593.15 (33,711)	2715.55 (35,302)	2831.68 (36,812)	2954.08 (38,403)	3074.91 (39,974)	3191.82 (41,494)	3315.00 (43,095)	3467.22 (45,074)
25 (Min + 70)	2466.83 (32,069)	2569.62 (33,405)	2700.65 (35,108)	2826.97 (36,751)	2954.08 (38,403)	3083.54 (40,086)	3211.43 (41,749)	3337.75 (43,391)	3466.43 (45,064)	3631.20 (47,206)
26 (Min + 84)	2564.91 (33,344)	2666.12 (34,660)	2800.29 (36,404)	2938.38 (38,199)	3076.48 (39,994)	3212.22 (41,759)	3347.17 (43,513)	3481.34 (45,257)	3618.65 (47,042)	3792.83 (49,307)
27 (Min + 98)	2639.45 (34,313)	2761.85 (35,904)	2908.57 (37,811)	3049.80 (39,647)	3192.60 (41,504)	3340.11 (43,421)	3481.34 (45,257)	3627.28 (47,155)	3770.86 (49,021)	3960.74 (51,490)

Maximum Rates With Differentials

FIRST CAREER INCREMENT (after 5 years at maximum rate)

Maximum Rate with \$145.15 Career Increment Differential	4105.89	(53,377)
Maximum Rate with \$145.15 Career Increment and \$11.77 Master's Degree Differential	4117.66	(53,530)
Maximum Rate with \$145.15 Career Increment and \$31.38 Doctor's Degree Differential	4137.28	(53,785)

WITH SECOND CAREER INCREMENT (additional \$11.77 per pay period after 5 years on the first career increment)

Maximum Rate with \$156.92 Career Increment Differential	4117.66	(53,530)
Maximum Rate with \$156.92 Career Increment and \$11.77 Master's Degree Differential	4129.43	(53,683)
Maximum Rate with \$156.92 Career Increment and \$31.38 Doctor's Degree Differential	4149.05	(53,938)

* 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.

@ Minimum preparation requirements: Bachelor's degree or possession of certain vocational or industrial arts credentials.

Rates shown in parentheses are annual S, T, and U Bases salaries for year-round employees.

3.1 An employee with a master's degree and a doctor's or equivalent degree shall receive the \$31.38 differential only.

3.2 The above rates, including degree differential and career increment(s), are for four-week pay periods and full-time assignments.

3.3 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.

3.4 Permanent, probationary (including conditional), temporary contract, teacher trainee, intern, and provisional employees shall be allocated to Schedules 20 through 27 inclusive.

3.5. Categorical Limited Contract teachers are paid on Schedule 20 only.

Appendix E - Salary Tables and Rates, 1990-91

4.0 Special Services (D) Salary Table: Employees allocated to the Special Services Salary Table shall be paid as follows:

Schedule Number	STEP				
	1	2	3	4	5
100	\$2,379 (24,266)*	\$2,512 (25,622)	\$2,648 (27,010)	\$2,794 (28,499)	\$2,941 (29,998)
110	2,445 (24,939)	2,581 (26,326)	2,721 (27,754)	2,867 (29,243)	3,024 (30,845)
120	2,512 (25,622)	2,648 (27,010)	2,794 (28,499)	2,941 (29,998)	3,108 (31,702)
130	2,581 (26,326)	2,721 (27,754)	2,867 (29,243)	3,024 (30,845)	3,196 (32,599)
140	2,648 (27,010)	2,794 (28,499)	2,941 (29,998)	3,108 (31,702)	3,281 (33,466)
150	2,721 (27,754)	2,867 (29,243)	3,024 (30,845)	3,196 (32,599)	3,371 (34,384)
160	2,794 (28,499)	2,941 (29,998)	3,108 (31,702)	3,281 (33,466)	3,465 (35,343)
170	2,867 (29,243)	3,024 (30,845)	3,196 (32,599)	3,371 (34,384)	3,561 (36,322)
180	2,941 (29,998)	3,108 (31,702)	3,281 (33,466)	3,465 (35,343)	3,660 (37,332)
190	3,024 (30,845)	3,196 (32,599)	3,371 (34,384)	3,561 (36,322)	3,757 (38,321)
200	3,108 (31,702)	3,281 (33,466)	3,465 (35,343)	3,660 (37,332)	3,863 (39,403)
210	3,196 (32,599)	3,371 (34,384)	3,561 (36,322)	3,757 (38,321)	3,971 (40,504)
220	3,281 (33,466)	3,465 (35,343)	3,660 (37,332)	3,863 (39,403)	4,091 (41,728)
230	3,366 (34,333)	3,553 (36,241)	3,751 (38,260)	3,963 (40,423)	4,196 (42,799)
280	3,727 (38,015)	3,940 (40,188)	4,158 (42,412)	4,389 (44,768)	4,636 (47,287)
290	3,837 (39,137)	4,049 (41,300)	4,272 (43,574)	4,510 (46,002)	4,762 (48,572)

*Rates shown in parentheses are annual C Basis salaries for 204 days.

Appendix E - Salary Tables and Rates, 1990-91

4.0 Special Services Salary Table (Continued)

Schedule Number	STEP				
	1	2	3	4	5
30D	3,940 (40,188)	4,158 (42,412)	4,389 (44,768)	4,636 (47,287)	4,897 (49,949)
31D	4,049 (41,300)*	4,272 (43,574)	4,510 (46,002)	4,762 (48,572)	5,036 (51,367)
32D	4,158 (42,412)	4,389 (44,768)	4,636 (47,287)	4,897 (49,949)	5,175 (52,785)
33D	4,272 (43,574)	4,508 (45,982)	4,760 (48,552)	5,036 (51,367)	5,320 (54,264)
34D	4,389 (44,768)	4,636 (47,287)	4,897 (49,949)	5,175 (52,785)	5,459 (55,682)
35D	4,510 (46,002)	4,762 (48,572)	5,036 (51,367)	5,322 (54,284)	5,618 (57,304)
36D	4,636 (47,287)	4,897 (49,949)	5,175 (52,785)	5,459 (55,682)	5,778 (58,936)
37D	4,762 (48,572)	5,036 (51,367)	5,322 (54,284)	5,618 (57,304)	5,937 (60,557)
38D	4,897 (49,949)	5,175 (52,785)	5,459 (55,682)	5,778 (58,936)	6,096 (62,179)
39D	5,036 (51,367)	5,322 (54,284)	5,618 (57,304)	5,937 (60,557)	6,269 (63,944)
40D	5,175 (52,785)	5,459 (55,682)	5,778 (58,936)	6,096 (62,179)	6,444 (65,729)

*Rates shown in parentheses are annual C Basis salaries for 204 days.

4.1 An employee who is reassigned from a pay period rate salary table to the Special Services Salary Table shall be allocated to the rate on the new schedule number 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 schedule number within the same school year shall not be allocated to a higher step than that to which previously entitled during that same school year. An employee returning to a schedule number on this table within 39 months will be placed on the employee's former step if it is to the employee's advantage. An employee reassigned to a class allocated to the same schedule number as that of the former class, shall be allocated to the same step number. An employee reassigned to a class allocated to a higher schedule number than that of the employee's former class, shall be allocated to the next higher rate on such higher schedule number.

4.2 Eligible employees shall receive a doctor's degree differential of \$40 per pay period.

4.3 Eligible employees shall receive a first career increment of \$185 per pay period, or a second career increment of an additional \$15 per pay period for a total of \$200 per pay period.

Appendix E - Salary Tables and Rates, 1990-91

4.4 An employee who is promoted to a class on the Special Services Salary Table with a higher maximum rate than that of the former pay period rate classification shall have the step placement recomputed pursuant to Section 4.1 of Appendix E 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.

5.0 Hourly Rate (THR) Schedule: Employees serving in the following classifications shall be paid on the Hourly Rate Schedule:

- Adult Teacher, Academic Instruction
- Adult Teacher, ESL
- Adult Teacher, Hourly Rate and Substitutes
- Adult Teacher, Public or Private Contract and Substitutes
- Adult Teacher-Adviser
- Adult Teacher-Counselor
- Adviser, Registration, Hourly Schedule
- Continuation Teacher, Hourly Rate and Substitutes
- Regional Occupational Contract Teacher
- Temporary Adviser, Hourly Schedule
- Temporary Resource Teacher, Hourly

Rates

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4*</u>
\$32.53	\$34.03	\$35.74	\$36.24

* Applicable to all employees with ten consecutive years or more of Adult Education service and who are eligible for step advance. For 1990-91 Step 4 shall be increased to \$37.24 if the State equalizes ROC/ROP income among California school districts.

6.0 Flat Hourly Rates: Employees serving in the following classifications shall be paid flat rates per hour as indicated:

Adult Teacher, Flat Rate Day-to-Day Substitute	\$32.53
Adult Teacher, Staff Development	32.53
Adult Teacher, Temporary Classes	32.53
Differential, JTPA Work Experience	14.77
Extended Counseling/Advisement Assignment, Hourly	30.09
Extended Teaching Assignment, Hourly	23.26
Supplemental Driver Training Assignment	16.28

Appendix E - Salary Tables and Rates, 1990-91

7.0 Flat Daily Rates:

Differential, Adult School Department Chairperson \$5.89 per day
 Differential, Adult Learning Assessor \$5.89 per day

8.0 Other Flat Rates:

8.1 Differential, PHBAO/CAP--BCC Level \$2500 per semester
 Differential, PHBAO/CAP--A Level/LDS \$1250 per semester
 Differential, Non-PHBAO/Non-CAP--BCC Level \$500 per semester
 Differential, Non-PHBAO/Non-CAP--A Level/LDS \$250 per semester

Stipend, Passage of BCC Test Components \$250 per semester
 (One time stipend only) (maximum \$500)

8.2 Differential, Urban Classroom Teacher Program I \$1000 per semester

8.3 Professional Expert classes shall be paid as specified in Board Rule 1920.

8.4 Differential, Demonstration Teacher The amount paid by the training institution

8.5 Differential, Training Teacher The amount paid by the training institution

8.6 Differential, Mentor Teacher \$2000 per semester

9.0 Driver Safety Instructor (09J) Schedule:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$2110	\$2249	\$2389	\$2534

9.1 The above Driver Safety Instructor rates are for full-time assignments of 160 hours per pay period.

9.2 New employees hired as Driver Safety Instructors are placed on the first step of the 4-step schedule. Current employees who are paid on a higher pay period schedule or the Hourly Rate Schedule and assigned as Driver Safety Instructors are placed on Step 4 of the Driver Safety Instructor Schedule.

10.0 Salary Differentials.

10.1 Employees who perform certain of the supplemental duties for which assignment, temporary adviser, or responsibility salary differentials are permitted as set out in Article XIV, Section 24.0 may, at the conclusion of the semester or sport season, be paid a lump-sum in addition to their regular salary rate. 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.

Appendix E - Salary Tables and Rates, 1990-91

10.2 When approved by the Superintendent, differential salary rates may be computed and paid as pay period rates. 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 one differential per school year paid on a semester basis may overlap a differential for coaching a fall/spring sport; Mentor Teacher Differential shall also be included in this restriction.

10.3 Coordinating assignment differentials for athletic coordination will be paid at the following rates per semester:

School Athletics Coordination	\$1238
Assistant School Athletics Coordination	\$ 751

Temporary Adviser, Temporary Resource Teacher, responsibility, and all coordinating assignment differentials other than those above will be paid at the rate of \$589 per semester (divide by 5 for pay period rate).

10.4 Coaching and activity assignment differentials will be paid as follows:

Coaching and Activity Assignment Rates Per Season or Semester

<u>Rate 1</u>	<u>Rate 2</u>	<u>Rate 3</u>	<u>Rate 4</u>	<u>Rate 5</u>	<u>Rate 6</u>
\$692	\$912	\$1202	\$1495	\$1641	\$1785

Activity assignment differentials are paid on a semester basis and are limited as follows:

Junior high schools will be limited to Rates 1, 2, and 3.

Senior high schools will be limited to Rates 1, 2, 3, and 4.

Drill Team Sponsor differential will be paid at Rate 3.

Academic Decathlon Coach at the senior high schools shall be paid at Rate 6 for the Fall semester and, if continued through the Spring, it shall be Rate 4 for Spring.

Academic Pentathlon Coach at the junior high schools shall be paid at Rate 3.

Appendix E - Salary Tables and Rates, 1990-91

10.5 The following differentials for athletic coaching assignments are paid on a seasonal basis:

<u>Sport</u>	<u>Rate</u>
Badminton	2*
Baseball; Varsity	6
Baseball; J.V.	4
Basketball; Varsity, J.V.	6#
Basketball; Bee, Cee	4#
Basketball, Women's; Varsity, J.V.	6#
Cross Country; Varsity, J.V., Frosh/Soph, Women's	3#
Football; Varsity (Head and Assistant)	6
Football; Bee (Head)	5
Football; Bee (Assistant)	4
Football; J.V.	3*
Golf	3*
Golf, Women's	3*
Gymnastics	3
Gymnastics, Women's	3
Soccer	3*
Softball	6
Softball; J.V.	4
Swimming; Varsity, J.V., Frosh/Soph	3#
Swimming, Women's; Varsity, Bee, Cee	3*,#
Tennis	3
Tennis, Women's	3
Track & Field; Varsity, Bee, Cee	6#
Track & Field; Varsity, Bee, Cee (Assistant)	4
Track & Field; Women's	6
Volleyball; Varsity, J.V.	4*,#
Volleyball, Women's; Varsity, J.V.	4#
Waterpolo	2*
Wrestling	3*
One differential to be used for assistant coach assignment in any sport, or for any Rate 2 coaching assignment.	2

* This is an elective sport. Each school will determine the elective sport(s) in which it will field a team, within budgeted allowances.

The lump-sum payment will be reduced proportionately when teams are not fielded at all levels.

10.6 A School Nurse who has qualified as a Specialist School Nurse and is assigned to a health appraisal team shall receive for such service a lump-sum assignment differential of \$69 per semester.

10.7 Differential, Driver Safety Lead Instructor will be paid at the rate of \$400 per semester.

10.8 Differential, School Librarian will be paid at the rate of \$297 per semester.

11.0 Substitutes. The daily rates for substitutes shall be as provided in Article XIX.

APPENDIX F

SPECIAL SETTLEMENT PROVISIONS

1. The District shall not, directly or indirectly, take any adverse action (defined below) against any employee, student, parent or community member, or against UTLA or any of its agents, officers or employees, predicated upon any strike-related event or condition occurring during the period May 15, 1989 through May 25, 1989.
2. UTLA shall not, directly or indirectly, take any adverse action (defined below) against the District or any officer, agent, or employee thereof, or against any parent, student or community member, predicated upon any strike-related event or condition occurring during the dates May 15, 1989 through May 25, 1989.
3. As used above, "adverse action" includes any lawsuit or unfair practice charge (including but not limited to a lawsuit or unfair labor practice charge challenging the legality of the strike or seeking damages for an alleged illegal strike); reprimand, disciplinary action or suspension of privilege, position or benefit (health and welfare, but not STRS credit); initiation by the District of criminal charges; termination of employment or initiation by the District of credential investigation/revocation proceedings. The parties agree, on a non-precedential basis, that health benefits for the period of the strike shall be paid by the District. Any employee who has paid for his/her benefits shall have said payment refunded. STRS matters are solely the concern of the employee and STRS and are not governed by this agreement. "Adverse action" does not include pay lost during the strike, nor does it cover the matter of pay withholding relating to teachers' withholding of grades or roll books, nor does it include District refusal to provide indemnity or a defense in the case of third party civil or criminal claims against striking employees. Also, pay docking issues relating to the boycott are dealt with separately and not covered by this "adverse action" clause. The District has also agreed that it will not treat as a disciplinary and/or evaluation matter the boycott activity which preceded the May 15 strike. (See separate provisions regarding pay docking.)
4. It is further agreed that all strike-related litigation and criminal charges related to the strike filed by the District or UTLA (including their managing officers and managing agents) shall be withdrawn or dismissed. It is expressly understood that the following matters are not required by this agreement to be dismissed even if they involve matters arising during the strike:
 - a. UTLA v. LAUSD (Court of Appeals Education Code Docking Case)

Appendix F - Special Settlement Provisions

- b. Bernstein v. Britton (U.S.D.C. Education Code Case)
 - c. Pending PERB charges filed by the District regarding the boycott and UTLA regarding Special Education, and
 - d. The "rating-in" cases.
5. In any case involving an alleged violation of this no-reprisals clause, the charging party/grievant must bear the burden of proof to demonstrate that the no-reprisal clause has been violated.

SPECIAL GRIEVANCE PROCEDURE

Before any grievances are heard, one person from each side shall meet in conference. They shall review all grievances, discuss them and agree to settle or discard as many as possible.

They shall also have the authority jointly to combine grievances and/or agree that any one grievance shall be heard to settle the claims of those in similar circumstances.

The remainder shall be heard individually before an arbitrator forthwith without any intermediate steps. The parties shall establish a procedure for the order of cases to be heard in arbitration.

The grievances shall be heard by an arbitrator selected from a panel of three (3) arbitrators designated by the parties for these arbitration hearings. The arbitrators shall be assigned to cases on a rotating basis.

Unless either party opts to extend time for testimony and presentation of evidence, one hour only shall be allowed for presentation of each case - 30 minutes for each side, including opening and closing statements - a maximum of 4 hearings per day. A party desiring to opt for a non-expedited arbitration shall notify the other party of that intention at the time of the scheduling of the arbitration.

At the conclusion of testimony and evidence in each expedited grievance, 30 minutes will be allowed for the arbitrator to look over his/her notes and prepare a draft for a written award which will be due in 3 days.

Hearings shall be conducted under the terms of the Agreement, except as modified above.

PAY DOCKING

1. Reduce the time docked for failure to submit first semester ten-week grades to 3.0 hours (for five class periods, and proportionately for any different number of periods). There shall be no docking relating to the second semester ten-week grades, providing that they are turned in immediately (by May 30).

Appendix F - Special Settlement Provisions

2. The docked time pursuant to paragraph 1 shall be added to all other docked time, and the employee shall be afforded the opportunity to earn back the docked pay by performing additional services to students on an hour-for-hour basis. Such services are to be agreed upon with the site administrator, and are to be duties not normally otherwise required. Examples: tutoring or special counseling of students after or before school hours or during lunch, performing attendance duties such as truancy follow-ups, replacement teacher service under Article XIV, Section 28.0, supervision services beyond those normally required, and possibly some kinds of special staff development activities. Such pay credit shall not establish a precedent for the future, either as to payment obligation or rate. Every effort shall be made to provide the opportunity for such make-up services prior to the close of the semester.

3. All grievances relating to docked pay are to be dismissed. A two person joint appeal committee shall be formed, however, for the limited purpose of considering individual claims involving a clear misapplication of the District's own docking procedures, clerical errors, and other exceptional circumstances. It is the parties' intent to ensure that any such exceptional cases are treated consistently with the District's docking procedures. October 6, 1989 shall be the special deadline for filing such claims. The decisions of the joint appeal committee are final and binding upon the claimants.

APPENDIX G

TO: Shirley Woo, Assistant Superintendent
Office of Staff Relations

FROM: Jim Figueroa, Assistant Superintendent
Division of Adult & Occupational Education

SUBJECT: RESPONSE TO UTLA'S NEGOTIATIONS REQUEST

June 21, 1988

The following is a brief outline of procedures to be utilized in teacher recruitment and assignment in the Amnesty Program.

I. PUBLICITY

A. For Schools in the Division of Adult and Occupational Education

1. The central office has sent to each principal an explanatory memo outlining procedures to be used, and a form requiring the principal's certification that the procedures have been followed.
2. At each site, each teacher will be provided an explanatory memo regarding the program and an application form.
3. At each site, explanatory memos and applications will be mailed to all teachers not currently assigned, including substitutes.
4. Extra copies of the memos and applications will be made available at the sign-in/sign-out counter.
5. One or more posters were sent to each school in the Division.

B. For All Other Schools and Designated Offices

1. Explanatory memos with a minimum of twenty applications were sent to each of these locations.
2. A poster was sent to each of these locations.
3. A memo has been sent to each principal requesting that the explanatory memos and applications be made available to all employees.

II. PRIORITY FOR SELECTION OF QUALIFIED TEACHERS FOR THE AMNESTY PROGRAM

1. Adult Education teachers (full/time, part/time and extras*) currently employed in the adult education program at the site will be priority one for Amnesty assignments.

Appendix G

2. Adult Education teachers (full/time, part/time and extras*) currently employed in the adult education program at another adult education site will be priority two.
3. K-12 teachers not currently employed in the adult education program will be priority three.
4. Others

III. ADDITIONAL ESL ASSIGNMENTS FROM THE ELIGIBILITY LIST

Of the thirty candidates remaining on the ESL List, approximately one-half will be assigned as of the end of December 1988.

*K-12 teachers who work part time in the adult education program.

JF:LG/eh

c: Loretta Walker

APPENDIX H

TRADITIONAL SCHOOL CALENDARS 1989 AND 1990

	<u>1989-90</u>	<u>1990-91</u>
Fall Semester Begins (Pupil Free Day)	Monday, Sept. 11	Monday, Sept 10
First Day of Instruction	Tuesday, Sept. 12	Tuesday, Sept. 11
Spring Semester Begins*	Monday, Feb. 5	Monday, Feb. 4
Last Day of Instruction*	Friday, June 22	Thursday, June 20
Days of Instruction- Fall Semester	90 days	90 days
Days of Instruction- Spring Semester	90 days	90 days
Winter Recess Begins	Monday, Dec. 18	Monday, Dec. 24
Winter Recess Ends	Monday Jan. 1	Friday, Jan. 4
Spring Recess Begins**	Monday, April 9	Monday, April 8
Spring Recess Ends	Friday, April 13	Friday, April 12
Holidays:		
Veterans Day	Friday, Nov. 10	Monday, Nov. 12
Thanksgiving Holidays***	Thursday, Nov. 23	Thursday, Nov. 22
Martin Luther King, Jr. Day	Monday, Jan. 15	Monday, Jan. 14
Lincoln Day	Monday, Feb. 12	Tuesday, Feb. 12#
Washington Day	Monday, Feb. 19	Monday, Feb. 18
Memorial Day	Monday, May 28	Monday, May 27

	<u>1989</u>	<u>1990</u>
Summer Session Begins	Monday, July 3	Monday, July 2
Summer Session Ends	Friday, Aug. 11	Friday, Aug. 10

*A pupil free day may be scheduled either on the First or Last day of the Spring Semester.

**Spring Recess is scheduled for the 10th week of the Spring Semester.

***Holiday includes the day after Thanksgiving.

#A waiver will be requested to move this holiday to Monday, Feb. 11, 1991.

APPENDIX H

Year-Round School Calendars Beginning in July of 1989

1989
School Year

Four Track Calendar

First Day of Instruction	Monday, July 3
Last Day of Instruction	Friday, June 29
Total Days of Instruction for Each Track	180 days
Total Days School Provides Instruction	240 days
Winter Recess Begins	Monday, Dec. 18
Winter Recess Ends	Monday, Jan. 1

Three Track Calendar

First Day of Instruction	Monday, July 3
Last Day of Instruction	Friday, June 29
Total Days of Instruction for Each Track	163 days
Total Days School Provides Instruction	245 days
Winter Recess Begins	Monday, Dec. 25
Winter Recess Ends	Monday, Jan. 1

Holidays (Four Track/Three Track Calendars)

Independence Day	Tuesday, July 4
Labor Day	Monday, Sept. 4
Veterans Day	Friday, Nov. 10
Thanksgiving Holidays*	Thursday, Nov. 23
Martin Luther King Jr. Day	Monday, Jan. 15
Lincoln Day	Monday, Feb. 12
Washington Day	Monday, Feb. 19
Memorial Day	Monday, May 28

*Holiday includes the day after Thanksgiving.

Two pupil free days will be designated for each schedule of each year-round school by local school decision, and such day may be scheduled consecutively.

APPENDIX H

Year-Round School Calendar for School Year 1989-90

90/30	SCHEDULE A	Days of Instruction	SCHEDULE B	Days of Instruction
	Aug. 11, 1989-Dec. 15, 1989	87	July 3, 1989-Sep. 22, 1989	58
	Feb. 20, 1990-June 29, 1990	93	Nov. 6, 1989-Dec. 15, 1989	27
			Jan. 2, 1990-Apr. 2, 1990	62
			May 15, 1990-June 29, 1990	33
	SCHEDULE C		SCHEDULE D	
	July 3, 1989-Aug. 10, 1989	28	July 3, 1989-Nov. 3, 1989	88
	Sep. 25, 1989-Dec. 15, 1989	57	Jan. 2, 1990-May 14, 1990	92
	Jan. 2, 1990-Feb. 16, 1990	32		
	Apr. 3, 1990-June 29, 1990	63		
45/15	SCHEDULE A		SCHEDULE B	
	July 24, 1989-Sep. 25, 1989	45	July 3, 1989-July 21, 1989	14
	Oct. 16, 1989-Dec. 15, 1989	42	Aug. 14, 1989-Oct. 13, 1989	44
	Jan. 22, 1990-Mar. 28, 1990	46	Nov. 6, 1989-Dec. 15, 1989	27
	Apr. 25, 1990-June 29, 1990	47	Jan. 2, 1990-Jan. 19, 1990	13
			Feb. 13, 1990-Apr. 24, 1990	50
			May 16, 1990-June 29, 1990	32
	SCHEDULE C		SCHEDULE D	
	July 3, 1989-Aug. 11, 1989	29	July 3, 1989-Sep. 1, 1989	44
	Sep. 5, 1989-Nov. 3, 1989	44	Sep. 26, 1989-Nov. 22, 1989	41
	Nov. 27, 1989-Dec. 15, 1989	15	Jan. 2, 1990-Mar. 7, 1990	44
	Jan. 2, 1990-Feb. 9, 1990	28	Mar. 29, 1990-June 8, 1990	51
	Mar. 8, 1990-May 15, 1990	49		
	June 11, 1990-June 29, 1990	15		
60/20	SCHEDULE A		SCHEDULE B	
	Jul. 31, 1989-Oct. 25, 1989	62	July 3, 1989-July 28, 1989	19
	Nov. 27, 1989-Dec. 15, 1989	15	Aug. 28, 1989-Nov. 22, 1989	61
	Jan. 2, 1990-Feb. 23, 1990	36	Jan. 2, 1990-Mar. 27, 1990	58
	Mar. 28, 1990-June 29, 1990	67	May 2, 1990-June 29, 1990	42
	SCHEDULE C		SCHEDULE D	
	July 3, 1989-Aug. 25, 1989	39	July 3, 1988-Sep. 29, 1989	63
	Oct. 2, 1989-Dec. 15, 1989	52	Oct. 26, 1989-Dec. 15, 1989	34
	Jan. 29, 1990-May 1, 1990	65	Jan. 2, 1990-Jan. 26, 1990	18
	May 29, 1990-June 29, 1990	24	Feb. 26, 1990-May 25, 1990	65

APPENDIX H

Year-Round School Calendar for School Year 1989-90

Concept 6	SCHEDULE A	Days of Instruction	SCHEDULE B	Days of Instruction
	Sep. 5, 1989-Dec. 22, 1989	76	July 3, 1989-Sep. 1, 1989	44
	Feb. 28, 1990-June 29, 1990	87	Oct. 25, 1989-Dec. 22, 1989	40
			Jan. 2, 1990-Feb. 27, 1990	38
			May 2, 1990-June 28, 1990	41
	SCHEDULE C			
	July 3, 1989-Oct. 24, 1989	80		
	Jan. 2, 1990-May 1, 1990	83		

Concept 6 Modified	SCHEDULE A	Days of Instruction	SCHEDULE B	Days of Instruction
	Aug. 7, 1989-Sep. 29, 1989	39	July 3, 1989-Sep. 1, 1989	44
	Oct. 30, 1989-Dec. 22, 1989	37	Oct. 2, 1989-Nov. 22, 1989	37
	Jan. 29, 1990-Mar. 30, 1990	43	Jan. 2, 1990-Mar. 5, 1990	42
	Apr. 30, 1990-June 29, 1990	44	Apr. 2, 1990-May 25, 1990	40
	SCHEDULE C			
	July 3, 1989-Aug. 4, 1989	24		
	Sep. 5, 1989-Oct. 27, 1989	39		
	Nov. 27, 1989-Dec. 22, 1989	20		
	Jan. 2, 1990-Jan. 26, 1990	18		
	Mar. 6, 1990-Apr. 27, 1990	39		
	May 29, 1990-June 28, 1990	23		

GLOSSARY

- Day: "Working" days unless otherwise specified
- BCTP: Bilingual Classroom Teacher Program (See Article XI-A)
- CPAO: Certificated Placement and Assignments Office
- CTIIP: Classroom Teacher Instructional Improvement Program (Grants)
- DCAC: District-Community Advisory Council (Special Education Community Advisory Council)
- DIS Personnel: Designated Instructional Service (e.g., Special Language, Adaptive P.E., Visually Handicapped)
- ECIA Chapter 2: Education Consolidation and Improvement Act, Chapter 2
- GISP: Government and Industry Sponsored Program (Adult and Occupational Education program)
- IEP: Individual Educational Plan (for Special Education Students)
- IWEN: Individual With Exceptional Needs (Special Education student)
- JTPA: Job Training and Partnership Act
- LAU Plan: Bilingual Education Plan based upon LAU vs. Nichols Supreme Court case
- LEP Pupil: Pupil with Limited English Proficiency
- PHBAO: Predominately Hispanic, Black, Asian and Other (Refers to a school with a predominantly minority enrollment)
- PHP: Priority Housing Program (District plan to relieve overcrowding)
- PSP: Priority Staffing Program (District plan to enhance teacher recruitment and placement)
- PWT: Permit With Transportation (Voluntary Student Integration Busing Program)
- RST: Resource Specialist Teacher (Special Education Division)
- RSP: Resource Specialist Program (Special Education Division)
- SAAS: Student Attendance and Adjustment Services
- SDC: Special Day Class (Special Education class on regular school campus)
- Service Area: Geographic areas formerly serviced by the field Certificated Personnel Offices
- SIP: School Improvement Program (State-funded program to enhance local schools)
- UCTP: Urban Classroom Teacher Program (See Article XI-A)
- Note: Unless otherwise indicated by context, cross-reference to a lead section (e.g., "Section 10.0") includes the subparts of that Section (e.g., Section 10.1, 10.2, etc.), whereas a cross-reference to a subpart decimal (e.g., 10.3) includes only that subpart.

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1988-90 AGREEMENT
 LOS ANGELES UNIFIED SCHOOL DISTRICT and
 UNITED TEACHERS-LOS ANGELES

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This index is provided for the convenience of District personnel. It is not a part of the Agreement between the District and UTLA and should not be considered conclusive or as evidence of the intent of the parties.

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