

TENTATIVE AGREEMENT

Between and Among

LOS ANGELES COUNTY OFFICE OF EDUCATION

And the

LOS ANGELES COUNTY EDUCATION ASSOCIATION

All 2018-2021 Collective Bargaining Agreement language not modified herein shall remain status quo.

ARTICLE VI HOURS OF EMPLOYMENT

I. Calendar/Calendar Alignment

1. ~~The DSE ten (10) and eleven (11) month calendars indicate 183 workdays unless modified for year-around under Section J. DSP eleven (11) month calendars indicate 218 workdays. The last report day of the work year shall be minimum day unless a calendar realignment is approved. Ten (10) and eleven (11) month calendars include an orientation day.~~
2. ~~One orientation day and two full day inservice days will be scheduled within the 11 month calendar.~~
3. ~~With the exception of bargaining unit members employed by Soledad Enrichment Action Charter School, all unit members will give written notification to their site administrator of the track they wish to work. The unit member with the most seniority will have the first choice of track. After reviewing track preferences, the site administrator will assign unit members to maintain a reasonable balance of unit members on each track and to meet the operational and program needs of the site. For July and August 2012 intercessions only, disputes about track assignment will be resolved within 5 working days by using seniority as the sole determining factor. The most senior unit member will be given the track of his/her choice.~~
- 4 1. ~~Changes in the above referenced calendars are intended to align the 10 month school calendar with host school district calendars.~~
Such Calendar realignments at schools on a 183 workday calendar shall maintain the number of workdays and the total number of instructional minutes required by this Agreement unless modified for Year-Round Calendars consistent with Section J. Such realignment changes are to be submitted by June 30 of the prior year, if the host district calendar is not set, realignments may be made up to October 31 on the approved forms. If the immediate administrator is unable to establish the first day or start of school date by June 30, the unit member shall be responsible for notifying the immediate administrator of any plans that may

interfere with their return on the Office/Association approved calendar start date. The unit member will be required to make up the missing day(s).

5 2. The Division of Student Programs calendars shall include a minimum day ~~when on all unit members are on track~~ the last workday before the winter break and the last workday of the school year. Without increasing the number of professional development days, these two minimum days will be allocated for teacher preparation. The DSP calendars shall include an orientation day and two full-day in-service days.

3. Unit members in 218 workday assignments must have 218 scheduled work days between July 1 and June 30 of the school year. Therefore, twenty-five (25) non-work days will be scheduled over the course of the year. Non-work days do not carry over to the following school year.

4. Unit members in 218 workday assignments are permitted to work their non-work days and will be paid at a rate of \$250 per day for the first five non-work days worked. Subsequent days worked will be paid at the going substitute rate. Employees who wish to work these days must input these days in NOVATime as non-work days and then accept a substitute assignment through AESOP.

If unit members work additional days beyond their 218-workday assignment, but fail to account for that by following the correct substitute registration process, they will be compensated \$250 per day for the first five days they work beyond 218 days. If a unit member works additional days beyond 223 total days, the unit member will be compensated at the daily substitute rate for that school.

5. For members on 218 workday assignments, the Office will establish a summer break period from July 1 through August 30. Unit members will schedule ten (10) consecutive non-work days during this period. Unit members must notify their site's principal of their desired ten non-work days, and the principal shall approve the request provided that:

a. At sites with six (6) or more unit members, no more than thirty-three percent (33%) of the unit members may be out on summer break at the site at any one time. At sites with two (2) to five (5) unit members, no more than fifty percent (50%) of the unit members may be out on summer break at the site at any one time.

b. In the event that more than the applicable percentage of staff at any one site request the same summer break, priority of summer break selection shall be granted to unit members based on Office-wide seniority and mediated by site administration based on student need. If there is a dispute over a denied request, the matter will be referred to HRS for resolution.

6. For unit members on 218 workday assignments, there will not be mandated breaks (tracks, intersessions) during the winter or spring break time periods. However, schools and teachers will observe holidays, board holidays, and board recess days.
7. Five (5) non-work days must be taken consecutively.
 - a. These particular consecutive non-work days must be separate from the 2020 – 2021 summer break.
 - b. Unit members must submit requests to take five (5) consecutive non-work days to the site administrator by August 31, 2020. The site administrator or designee will review these requests and finalize schedules by September 30, 2020. The site administrator will assign five (5) consecutive non-workdays to unit members who fail to submit these requests by August 31, 2020.
 - c. At sites with six (6) or more unit members, the site administrator may deny any request that yields more than thirty-three percent (33%) of the site's unit members out due to non-work days. At sites with two (2) to five (5) unit members, the site administrator may deny any request that yields more than fifty percent (50%) of the site's unit members out due to non-work days. Administration shall approve these requests in the order received except for requests received on the same calendar day which shall be prioritized by Office-wide seniority. If there is a dispute over a denied request, the matter will be referred to HRS for resolution.
8. Unit members on 218 workday assignments may use their remaining ten (10) non-work days in a flexible fashion conditional upon:
 - a. The ten (10) non-work days outside of the member's summer break, cannot be taken from September 1 through September 15, nor on the two in-service days.
 - b. Unit members must request these days in NOVAtime at least forty-eight (48) hours in advance. At sites with six (6) or more unit members, the site administrator may deny any request that yields more than thirty-three percent (33%) of the site's unit members out due to non-work days. At sites with two (2) to five (5) unit members, the site administrator may deny any request that yields more than fifty percent (50%) of the site's unit members out due to non-work days. Administration shall approve these requests in the order received except for requests received on the same calendar day which shall be prioritized by Office-wide seniority. If there is a dispute over a denied request, the matter will be referred to HRS for resolution.

- c. Employees who have not scheduled the ten (10) discretionary non-work days by April 1 will have these days scheduled by the administrator. Members may notify the administration if they choose to work on these scheduled non-work days.
 - d. These discretionary days may be taken in conjunction with the 10-day summer break.
9. The Office and LACEA will create a calendar committee that will regularly meet to evaluate the effectiveness of this calendar and the changes since 2018 – 2019. The Calendar Committee will review the impact of the calendar on the instructional programs. The committee will report findings and non-binding recommendations to the 2020 – 2021 negotiations teams. Those recommendations may include alternative calendar language. The committee will consist of an equal number of members from the Office and LACEA of no less than two (2) members each.

ARTICLE VII LEAVES OF ABSENCE

B. Compensated Leaves of Absence

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2. Illness, Accident, or Quarantine Leave

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b. Allowance

Unit members (including 10 month employees) will be entitled to earn one (1) additional sick leave based on 100% attendance. 100% attendance means no sick leave is taken during the school year. ~~For 11-month employees perfect attendance includes the one (1) required intercession.~~ The unused portion of this leave may be accumulated without limit.

ARTICLE X
VACANCY, REASSIGNMENT, AND TRANSFER

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E. Transfer

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3. Exchange Transfer

- a. ~~Once each school year before September 30 for ten-month employees and August 30 for eleven (11) month employees,~~ Human Resource Services shall review the voluntary transfer request file periodically to determine if two unit members with transfer requests on file may exchange positions.
- b. Human Resource Services shall inform the responsible administrator ~~of such a~~ the possibility of an exchange transfer. ~~if there is no other unit member with a request on file to transfer to either of the sites involved.~~
- c. If there is a potential exchange transfer, Human Resource Services will discuss the possible exchange transfer with the association president. Exchange transfers are subject to the final approval of the Office. In the event of a denial of an exchange transfer, the Office will notify LACEA in writing of the reason for the denial. The reason for the denial cannot be arbitrary or capricious.
- e d. Exchange transfers shall normally take effect within ten (10) working days of the approval of the exchange.

F. Temporary Site Closures

1. A temporary site closure shall be defined as a closure of a school site due to unforeseen or emergency situations or due to foreseeable or planned closures lasting less than 6 months. Unforeseen or emergency situations shall include such events as natural disasters, civil unrest, or other situation of serious nature with a substantial likelihood that serious harm will be experienced.
2. By September 1st, unit members shall report to their site administrator their preference of primary and secondary alternative work sites to which they will report in the event of a temporary site closure. If unit members have not selected alternative sites by September 5th, the site administrator shall request a selection of alternative work sites from the unit member. Human Resource Services will distribute a list of alternative site(s) assignment by September 30. The Office retains the right to determine the final alternative site assignments based on the following criteria: unit member's stated preferences; seniority; and the Office's staffing needs. The Office may modify alternative site assignments with two (2) working days' written notice at any time throughout the year, excluding during an emergency situation. During an

emergency situation, the Office reserves the right to modify alternative site assignments based on operational need. In the event of a disagreement with the alternative assignment, the unit member may meet with Human Resource Services to resolve the disagreement.

3. When the temporary closure is due to unforeseen or emergency situations, the Office shall not require unit members to report to any site the day the emergency situation commences if the emergency starts before the workday begins.
4. The Office will utilize remote assignments in times of temporary closure whenever site capabilities make it possible.
5. For the first three (3) workdays of the temporary site closure, unit members assigned to the affected site will report to their designated primary alternative site. Unit members will go to their secondary alternative site if the primary site is closed. Should both primary and secondary alternative sites be closed, the Office reserves the right to determine alternative site assignments. It is understood that the unit member will perform their job duties during the time that the work site is being determined.

During the three workdays of reporting to alternate sites, the Office shall meet with LACEA to discuss the temporary nature of the closure, anticipated length of the closure, and any anticipated temporary displacements as described in paragraph 6 below.

6. If the temporary site closure extends beyond three (3) workdays, unit members shall be temporarily displaced for a maximum of twenty (20) additional workdays. The Office shall administratively reassign or transfer unit members following the process described in section B of this article, excluding the timelines identified therein, with the understanding that the resulting administrative reassignment or transfer will last for twenty (20) workdays or until the temporary site closure ends, whichever comes first. Volunteers will be required to provide written interest within twenty-four (24) hours of notification of the pending displacement. If the temporary site closure ends within the additional twenty (20) workdays, unit members will return to the assignments they held prior to the temporary site closure. Unit members will receive one (1) moving day for reassignments or transfers caused by temporary displacements due to an emergency.

If the temporary displacement results in an increase in a unit member's commute one-way in excess of forty (40) miles, the Office and the member shall meet to collaboratively determine an assignment for the member which could include the member's alternative assignment, a remote assignment or other assignment. The Office shall inform the unit member of the right to representation during this process.

7. If the Office anticipates the temporary displacement, as described in paragraph 6 above, will extend beyond the additional twenty (20) workdays, the Office shall consider the previously temporarily closed site to be permanently closed and shall displace all unit members who were previously assigned to the previously temporarily closed site following the process described in paragraph B of this article.
- a. Unit members displaced pursuant to this paragraph shall retain the right to return to the previously temporarily closed site should the site reopen within one hundred twenty (120) workdays of this displacement or the end of the school year, whichever is longer. Such unit member exercising the right to return to a reopened site shall receive one (1) moving day.
 - b. The Office and LACEA shall solicit and implement exchange transfers that are mutually beneficial to the members involved and meet the staffing needs of the Office. Human Resource Services will discuss exchange transfers with the association president. Exchange transfers are subject to the final approval of the Office. In the event of a denial of an exchange transfer, the Office will notify LACEA in writing of the reason for the denial. The reason for the denial cannot be arbitrary or capricious.
8. All unit members who are reporting to alternate sites and/or are temporarily displaced as per paragraph 5 above, shall have the right to reimbursement for mileage driven in excess of their commute to their prior assignment. Additionally, when a unit member's commute each way is increased by 40 miles or more, the Office and the unit member shall meet to discuss whether arrangements can be made to mitigate the impact of the increase in commute time while meeting the staffing needs of the Office, including but not limited to meeting the minimum daily instructional minutes required by the Office. The discussion of mitigating arrangements shall include exploring an assignment for the member which could include the member's alternative assignment, a remote assignment or other assignment.

ARTICLE XI - SAFETY

A. Facilities and Equipment

Within fiscal capability, the Office shall provide reasonably safe working conditions as they relate to facilities and equipment under the direct control of the Office, shall establish safety procedures for employees, and shall provide administrative monitoring of these working conditions. The Office shall make every reasonable attempt to provide safe working conditions as they relate to facilities and equipment not under the direct control of the Office but utilize and/or serviced by unit members.

B. Safe Working Conditions

Both parties agree that the responsibility for safe working conditions is that of the Office and the responsibility for complying with safe procedures and practices is that of unit members. The unit member shall also be responsible for reporting to the immediate administrator as soon as possible any unsafe working conditions as defined by Occupational Safety and Health Administration (OSHA) regulations, which include any potential or actual health or safety hazards in the work space. The immediate administrator shall acknowledge receipt of the report of the perceived unsafe condition in writing and provide written status information report within forty eight (48) hours. ~~including, if correctable,~~ The immediate administrator shall provide a time line for correction of the unsafe condition, if any, to the unit member within ten (10) work days of receipt of the report.

C. Right to Retreat

The unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the unit member provided he or she has exhausted all reasonable means to remedy the condition. The unit member shall have the right to retreat or physically remove himself or herself from the conditions upon determination by the unit member that conditions exist that pose a threat of serious bodily harm. No unit member exercising the right to retreat shall be subject to discipline for exercising the right if this determination is made in a reasonably prudent manner. The unit member shall immediately report to the site administrator that the unit member has exercised the right to retreat. The site safety/security committee shall develop procedures that shall be adhered to after exercising the right to retreat.

The administrator shall be given an opportunity to remedy the situation. The unit member shall return to the classroom once the working environment has been deemed safe by the Office.

If the unit member exercises the right to retreat, and refuses to return to his or her assignment after the working environment has been deemed safe by the Office, the Office reserves the right to immediately assign alternate, job-related duties to the teacher, including but not limited to placement in another position within the PAU, for which the

unit member is credentialed, at the discretion of the site principal. Such a placement shall not be considered a reassignment to a vacancy for purposes of Article X. This placement shall be temporary and continue while the Office collaborates with the member to resolve the conditions. Once the immediate and serious threat has been eliminated, the Office shall notify LACEA of the resolution and the member shall return to his or her assignment.

D. Pupil Suspension

The unit member may, subject to applicable law, (see Appendix A) Office Policy, Regulation and administrative procedures and directives, suspend a pupil from the class for the remainder of the day and for the day following. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this provision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

The unit member shall immediately report such suspension to the site administrator. The pupil shall not be returned to the class from which he or she was suspended, for the period of the suspension, without the concurrence of the unit member. Upon request of the unit member, the site administrator or designee shall facilitate a conference during the teacher's preparation period between the pupil and the teacher. The site administrator shall make every effort to schedule this conference no later than two days after completion of the suspension. If the pupil does not consent to participate in the conference, the site administrator or appropriate credentialed staff shall accompany the pupil into the classroom and shall document the pupil's refusal in the pupil's record. As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's education rights holder to attend a conference regarding the suspension. If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against a unit member for conduct occurring within the course and proper scope of the unit member's duties, the Office shall, to the extent permitted by law, provide a defense for the unit member and indemnify and hold the unit member harmless against any resulting civil liability.

E. Site Evacuation or Site Inaccessibility

1. Only when all pupils at a site have been safely entrusted to the supervision and care of another proper agency, parents, or other authorized responsible adult will unit members be released from duty at the site which is threatened with or experiencing fire, flood, serious earthquake, or other calamitous events.
2. A unit member whose site is inaccessible or unsafe to occupy, as verified by an appropriate governmental agency, due to torrential rains, mud slides, riot, and other calamitous events shall be directed by the Office to report to other accessible sites, or to remain home. The Office shall notify unit members of a school closure as soon as practicable.

F. Reimbursement

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3. Damage and Theft of Personal Automobiles

- a. When a unit member suffers damage to a personal automobile due to vandalism or theft while on an Office assignment, the unit member shall be reimbursed for deductibles up to ~~\$300~~ \$400 per incident (excluding ornamental loss); provided the damage or theft can be verified by the site administrator as damage or theft occurring while parked at the site, and the amount of deductible on vehicle insurance can be verified. Unit members may decline to use their insurance, but the amount paid by Office shall equal the amount paid as if the insurance claim had been made.

G. Office Safety Committee

The Association shall be entitled to appoint two unit members to the official Office safety committee. Release time will be provided to the unit members to attend meetings of the safety committee.

H. PAU Safety Committee

1. Each PAU shall have a Safety/Security Committee with unit member and site administrator participation as decided by the staff at the PAU. The duties of this committee are:

- a. Monthly check list to be signed by LACEA member and principal.
- b. The committee shall annually review and revise site preparedness plan. Distribute plan to unit members and SDM.
- c. Committee shall make the Office Safety Committee aware of any unaddressed safety issues.
- d. The committee shall review member requisitions requests for the purchase of any device which may enhance safety in case of emergency or assault.

The Committee shall annually review and revise its site safety, health and emergency preparedness plan with guidance provided by the Office Safety Committee and distribute the plan to unit members within the PAU and the Shared Decision Making Council. The committee shall also make the Office Safety Committee aware of any unaddressed safety issues. The committee will be responsible for reviewing unit member requisition requests for the purchase of any device which may further enhance their safety-in the case of emergency or assault.

I. Assault by Pupil

In the event of an allegation of assault and/or battery by a pupil of a unit member, the Office shall investigate the allegation(s). The Office shall immediately separate the pupil from the unit member while an investigation into the incident is conducted. The Office will communicate any subsequent changes in the pupil's arrangement to the unit member as soon as possible. If the allegation is substantiated, the Office shall notify the member of the member's right to file a temporary restraining order ("TRO") against the pupil. The Office will work with agency partners and will make every effort to sustain the separation of the pupil and unit member. In the event that separation of the pupil and the unit member is not possible, the Office shall collaborate with the unit member to determine an assignment that meets the needs of the member and the Office.

If the unit member exercises the right to retreat, and refuses to return to his or her assignment after the working environment has been deemed safe by the Office, the Office reserves the right to immediately assign alternate, job-related duties to the teacher, including but not limited to placement in another position within the PAU, for which the unit member is credentialed, at the discretion of the site principal. Such a placement shall not be considered a reassignment to a vacancy for purposes of Article X. This placement shall be temporary and continue while the Office collaborates with the member to resolve the conditions. Once the immediate and serious threat has been eliminated, the Office shall notify LACEA of the resolution and the member shall return to his or her assignment.

J. Appropriate Classrooms

The parties agree that student living units are not ideal educational environments. Consequently, the Office shall take steps to ensure class is held in the school setting. Additionally, the Office shall share attendance data by register period with LACEA upon request of the LACEA President.

I K. Other Safety Matters

1. Unit members will have access to a telephone or communication device in their classroom. When available and operational, unit members in juvenile court schools will be provided with personal alarms. The intended purpose of personal alarms is the safety and security of all people on the school campus. The Office and LACEA agree that it is in the best interest of unit members to possess these devices at all times while on site.
2. The sole intent of the Office installing purpose of Office security television cameras is to provide a safe and secure environment for unit members, other employees, visitors, and students. Unit members' rights to consent to electronic recording in their classrooms under Education Code section 51512 shall not be limited by this agreement. Equipment used for communication and monitoring safety conditions shall not be used for purposed purposes of evaluation, supervision, or discipline of unit

members. This section shall not limit Office rights in accordance with Education Code Sections 44939, 44940, or 44942.

3. The Office will prioritize the provision of school resource officers, probation officers or other security staff at specialized high schools, county community schools and independent studies sites. PAU Safety/Security Committees shall collaborate and make recommendations to site administration on steps to improve security on specialized high schools, community schools, and independent studies sites.
34. Pupil suspension and assault by pupil procedures refer to Appendix A. ~~For most current version of Education Code sections go to <http://leginfo.ca.gov>.~~

~~Click on "California law", click box next to "Education Code", scroll down and insert code section, e.g., 48900, into search box and click "search."~~


APPENDIX B
AGREEMENT ON ARTICLE VI
DIVISION OF STUDENT PROGRAMS CALENDARS

*All contents will be removed except for the LACOE 2019-2020 Instructional Calendar 218
Workdays Paid Over 12 Months Division of Student Programs Master Calendar.*

IN WITNESS WHEREOF, the Parties have executed and entered into a Tentative Agreement for July 1, 2019 – June 30, 2020. The Parties have executed and entered into the following tentative agreements as of DATE:

Article VI – Hours of Employment
Article VII – Leaves of Absence
Article X – Vacancy, Reassignment, and Transfer
Article XI – Safety
Appendix B – Agreement on Article VI Calendars

LOS ANGELES COUNTY OFFICE OF EDUCATION

Date: 6/11/20 By: 
Nick Stephany (Jun 11, 2020 12:25 PDT)

LOS ANGELES COUNTY EDUCATION ASSOCIATION

Date: 6/11/20 By: 