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# AGREEMENT



**Los Angeles County  
Office of Education**  
Serving Students • Supporting Communities  
Leading Educators



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**Los Angeles County Education Association  
and  
Los Angeles County Office of Education  
(LACEA)**

**2018-2021**

TABLE OF CONTENTS

**AGREEMENT..... 1**

**ARTICLE I - RECOGNITION..... 2**

**ARTICLE II - DEFINITIONS ..... 4**

**ARTICLE III - RETAINED RIGHTS..... 8**

**ARTICLE IV - ASSOCIATION RIGHTS..... 10**

**ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES..... 17**

**ARTICLE VI - HOURS OF EMPLOYMENT..... 22**

**ARTICLE VII - LEAVES OF ABSENCE ..... 29**

**ARTICLE VIII - PROCEDURES FOR EVALUATION OF PERFORMANCE ..... 50**

**ARTICLE IX - COMPENSATION..... 58**

**ARTICLE X - VACANCY, REASSIGNMENT, AND TRANSFER ..... 77**

**ARTICLE XI - SAFETY..... 86**

**ARTICLE XII - CLASS SIZE ..... 89**

**ARTICLE XIII - WORK STOPPAGE ..... 94**

**ARTICLE XIV - SUMMER SCHOOL ..... 95**

**ARTICLE XV - JOB SHARING ..... 98**

**ARTICLE XVI - DISCIPLINARY SUSPENSION ..... 100**

**ARTICLE XVII - EFFECT OF AGREEMENT..... 102**

**ARTICLE XVIII - DURATION AND RENEGOTIATIONS ..... 103**

**ARTICLE XIX - PEER ASSISTANCE AND REVIEW..... 104**

**ARTICLE XX - NON DISCRIMINATION ..... 114**

**APPENDIX A - PUPIL SUSPENSION ..... 115**

**APPENDIX B - AGREEMENT ON ARTICLE IV CALENDARS ..... 122**

**APPENDIX C- POLICY ON INCLEMENT WEATHER AND POST EARTHQUAKE ..... 125**

**APPENDIX D - ED PROGRAMS SITE-BASED COMMITTEE ..... 126**

**APPENDIX E - TSA MEMORANDUM OF UNDERSTANDING ..... 128**

**THIS PAGE INTENTIONALLY LEFT BLANK..... 129**

**APPENDIX G - PRESIDENT’S LEAVE MOU ..... 130**

**APPENDIX H - EXTENDED MINUTES AND EXTENDED DAY IN THE DIVISION OF SPECIAL EDUCATION.... 134**

**APPENDIX I - JOINT BENEFITS COMMITTEE AGREEMENTS 2016 & 2017 ..... 139**

**APPENDIX J - APPENDIX TO JBC AGREEMENT ..... 145**

**APPENDIX K – JBC MEMORANDUM OF UNDERSTANDING ..... 148**

**APPENDIX L - CREDENTIALLED UNIT MEMBERS’ TRAINING REQUIREMENTS..... 151**

|   |            |
|---|------------|
| <b>APPENDIX M - SALARY SCHEDULES .....</b>  | <b>152</b> |
| <b>REFERENCE SECTION .....</b>  | <b>155</b> |
| DIRECTIVES RELATING TO INCLEMENT WEATHER AND POST-EARTHQUAKE CONDITIONS .....                                       | 156        |
| PROCEDURE FOR EXTENDED YEAR AND REGULAR SCHOOL YEAR MINIMUM DAY SCHOOL<br>OPERATION DUE TO WEATHER CONDITIONS ..... | 158        |
| EMERGENCY SCHOOL CLOSURES PROCEDURES.....   | 159        |
| SITE HANDBOOK.....  | 160        |
| <b>INDEX.....</b>   | <b>162</b> |

## **AGREEMENT**

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of May, 2019 by and between the Los Angeles County Superintendent of Schools, hereinafter jointly referred to as the “Office,” and the Los Angeles County Education Association, CTA-NEA (LACEA), hereinafter referred to as the “Association.” The Association is an affiliate of both the California Teachers Association (CTA) and the National Education Association (NEA).

## ARTICLE I - RECOGNITION

The Office confirms its recognition of the Association as the exclusive representative for the following unit of employees:

Included:

Adapted Physical Education Specialist  
Counselor  
Head Start Specialist  
School Nurse  
Resource Specialist  
Speech/Language Pathologist  
Teacher with Credential Appropriate for the Assignment  
Special Support Teacher  
Head Start Permit Teacher  
Special Education Permit Teacher  
Special Education Intern  
Teacher with Emergency Multiple or Single Subject Permit  
Teacher with Emergency Specialist Instruction Permit  
Teacher with Variable Term Waiver or Temporary Teacher assigned one-half (1/2) 10-month year or more  
English Language Learner Support Teacher  
Literacy Specialist Teacher

Excluded:

Audiologist;

All non-certificated employees;

All casual or limited term certificated personnel such as substitute teachers of any description, temporary certificated employees and variable term waiver holders assigned for less than one-half (1/2) 10-month school year, any school personnel or any other certificated personnel working on an hourly or daily basis;

All supervisory personnel as defined in Government Code Section 3540.1(m).

The unit shall exclude all certificated and classified management positions as defined in Government Code Section 3540.1(g), and confidential employees as defined in Government Code Section 3540.1(c).

It is agreed that the above-described unit is the only appropriate unit, and neither party hereto shall seek by any means, including but not limited to utilization of PERB administrative proceedings, to revise or change said unit description in any way, except

with respect to the appropriate placement of any newly created job classifications. However, nothing herein shall prohibit changes to the unit by mutual consent.

Disputes relating to this Article are not subject to the grievance provisions of Article V.

The Association may seek to represent part-time and substitute teachers through the Public Employment Relations Board (PERB). If PERB determines that such employees are properly in the Association certificated unit and if such employees vote, by a majority of those voting, to be included in the unit, they shall be included employees in this article.

## **ARTICLE II - DEFINITIONS**

- A. **ADMINISTRATIVE DESIGNEE** - Administrative Designee shall mean any permanent unit member acting as administrative designee for the following specific purposes: Individual Educational Plan (IEP) meetings; Student Planning Team (SPT); Individual Learning Plan (ILP); in emergencies, as defined in Article II, or when no administrator is present at the PAU. The assignment shall be rotated among interested staff on a list generated by the PAU Shared Decision Making Council and approved by the Office. Additional hours shall be compensated under Article IX, Section I.
  
- B. **BLOOD BORNE PATHOGENS** - The definition of blood borne pathogens is pathogenic microorganisms that are transmitted via human blood and cause disease in humans. These pathogens include, but are not limited to, Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV). Hand washing and Universal Precautions (use of protective barriers such as gloves) are recommended to prevent exposure to blood borne pathogens. Immunization with HBV vaccine is recommended as an important adjunct to Universal Precautions. (See Reference Section, Communicable Diseases)
  
- C. **BOARD** - Shall mean the Los Angeles County Board of Education.
  
- D. **COMMUNICABLE DISEASES** - Communicable diseases may be caused by bacteria, fungi, parasites, or viruses and are transmitted from one person or animal to another. Transmission may occur from the body or indirectly via substances, inanimate objects or carriers such as flies or mosquitoes. The decision regarding whether or not the condition of a child represents a suspected communicable disease is the responsibility of the school nurse. Teachers that are concerned about a possible case of communicable disease must refer it to their school nurse through their immediate administrator. (See Reference Section, Communicable Diseases)
  
- E. **DOMESTIC PARTNERSHIP** - Shall mean a domestic partnership where both persons have filed a Declaration of Domestic Partnership, which complies with requirements of California's Domestic Partner Rights and Responsibilities Act of 2003 (California Family Code §§ 297 and 297.5) and all requirements therein. Existing domestic partner relationships acknowledged by the Los Angeles County Schools Joint Benefits Trust will continue to be recognized.
  
- F. **EMERGENCY** - Shall mean an unforeseen, sudden or unexpected occurrence, such as storms, floods, fire or other calamitous events demanding immediate and prompt action.
  
- G. **EMPLOYEE** - Shall mean any person employed by the Office in any capacity, including unit members.
  
- H. **HOST SITE** - Shall mean the district school site on which DSE, or DSP classroom(s) may be located.

- I. IMMEDIATE ADMINISTRATOR - Shall mean the administrator, supervisor, or line manager employed by the Office who has direct responsibility for supervising the unit member in question.
- J. IMMEDIATE FAMILY - Shall mean:
- Brother (brother-in-law, half, step)
  - Daughter (stepdaughter, daughter-in-law)
  - Father (stepfather, father-in-law)
  - Grandfather
  - Grandmother
  - Granddaughter
  - Grandson
  - Spouse
  - Mother (stepmother, mother-in-law)
  - Sister (sister-in-law, half, step)
  - Son (stepson, son-in-law)
  - Any relative living in the immediate household of the employee
  - Domestic Partner
- K. INSERVICE DAY - Shall mean any full day of in service training required of unit members.
- L. INSTRUCTIONAL DAY - Shall mean the individual unit member's classroom instruction in accordance with Article VI, or for unit members who do not have actual classroom duties, the instructional day established by the immediate administrator.
- M. INSURANCE PROGRAM - Shall mean an insurance or benefit carried by an insurance carrier or by the Office in a self-funding manner.
- N. INTEREST BASED APPROACH - Shall mean a method of understanding the background history, the individual and mutual needs as well as possible solutions from everyone involved before collaboratively establishing outcomes acceptable to all. The parties should meet to share their specific story, which would then foster better understanding amongst all as to why certain behaviors are exhibited. The parties should also share their respective "interests," which entail motives and needs and explain why such interests exist. The parties should then work together to explore as many options as possible. "Options" are possible solutions that all parties agree to live with and support before coming to a resolution.
- O. OFFICE - Shall mean the Los Angeles County Board of Education and Superintendent of Schools jointly as the employer.

- P. PRINCIPAL ADMINISTRATIVE UNIT (PAU) - Shall mean a school, an area or central office, or any administrative unit supervised by one immediate administrator which may have multiple physical locations.
- Q. REASONABLE - Shall mean that which is supported with a relevant rationale.
- R. ROUTINE CONVERSATION - Routine conversation shall not include matters such as evaluative conferences, investigatory interviews, or any matter which may result in disciplinary action.
- S. SCHOOL DAY- Shall mean any day the unit member is required to be on duty other than an inservice day or approved paid vacation day as indicated on the calendar which covers the unit member's assignment.
- T. SCHOOL SITE COUNCIL - Shall mean the decision-making body responsible for developing and implementing the Single Plan for Student Achievement for Consolidated Application programs operated at the school or in which the school participates. For further information go to <http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>.
- U. SHARED DECISION MAKING - Shall mean a joint planning and problem solving process that provides all stakeholders an equal voice, equal responsibility, and equal participation in decisions that affect student achievement and their work environment. To obtain a hard copy of this Shared Decision Making Resource Guide, please contact Employee Training and Orientation Department in Personnel Services. For a Guide and Template for the Single Plan for Student Achievement go to <http://www.cde.ca.gov/nclb/sr/le/singleplan.asap>
- V. SITE - Shall mean a particular location where a unit member is assigned and/or headquartered.
- W. SUPERINTENDENT - Shall mean the chief executive officer of the Office unless otherwise specified.
- X. UNIT MEMBER - Unless otherwise clearly indicated by the context, shall mean any person employed by the Office in a position or classification which is included within the description of the negotiating unit described in Article I.
- Y. UPPER RESPIRATORY INFECTIONS - The common cold is the most frequent infectious disease. The period of highest contagion or communicability is probably during the time immediately before the onset of symptoms and during the acute or early stages. The most frequently seen symptoms of a cold are clear nasal discharge, fever, mild sore throat, and a cough. The most commonly recommended treatment is decongestants to make the child more comfortable and to prevent further complications. Children with a cold who do not show symptoms of fever, malaise, irritability, or signs of complications need not be excluded from school. The child with a cold evidenced only by clear or mucous may attend school. (See Reference Section, Communicable Diseases)

Z. **WORKING DAY OR WORKDAY** - Shall mean any week day which has not been declared a holiday by the State of California or the Board of Education except as otherwise specified in Article V, Grievance Procedures and Article VIII, Procedures for Evaluation of Performance.

### **ARTICLE III - RETAINED RIGHTS**

- A. This Article is intended to insure that the Office retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as: 1) expanding the rights of the Office beyond statutory and constitutional limits; 2) waiving the rights of individual unit members under the Education Code or other statutes or constitutions; or 3) waiving or otherwise diminishing the rights of the Association or of unit members as set forth in other Articles of this Agreement. If there is a direct conflict between the retained rights of this Article and the rights of unit members or the Association as set forth in some other Article of this Agreement, the language of the latter shall prevail.

Subject to the foregoing qualifications, it is agreed that all matters which are not enumerated as within the scope of negotiation in Government Code Section 3543.2, and also all powers and rights which are not limited by the terms of other Articles of this Agreement, are retained by the Office. Such retained rights include, but are not limited to, the exclusive right to: Determine the legal, operational, geographical and organizational structure of the Office, including the chain of command, division of authority, organizational divisions and sub-divisions, external and internal boundaries of all kinds and all advisory commissions and committees; determine the financial structure of the Office, including all sources and amounts for financial support, income, and debt, and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements posed by law or by funding sources as a condition of receiving funds; determine all budget matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures; determine the number, type and location of all Office-owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the personnel, work, service and activity functions assigned to each of such properties; determine the services to be rendered to the public, to school districts, to the State Department of Education, and to the State Superintendent of Public Instruction, the services to be rendered to Office personnel in support of the aforementioned services, the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles and equipment to be used in connection with such services; determine the sub-contracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject to Education Code restrictions upon same; determine the utilization of personnel not covered by this Agreement, including those excluded from the bargaining unit in Article I herein, support personnel, consultants, instructional assistants and supervisory or managerial personnel, to do work which is normally done by personnel covered hereby, and the methods of selection and assignment of such personnel; determine the educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, pupil grade level and program advancement, pupil placement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and the

substantive and procedural rights and obligations of students, parents, employees and the public with respect to such matters, subject to consultation rights of the Association under Article IV of this Agreement; select, classify, direct, utilize, promote, demote, discipline, (subject to Article XVI of this Agreement), layoff, terminate and retire any personnel of the Office; assign employees to any location, and also to any facilities, classrooms, activities, academic subject matters, specialties, departments and grade levels; determine staffing patterns, including but not limited to the number of employees and the determination of whether, when and where there is a job opening; determine the job classifications and the content and qualifications thereof; determine the duties and standards of performance for all employees, and whether any employee adequately performs such duties and meets such standards; determine all affirmative action and equal employment policies and programs to improve the Office's utilization of women and minorities; determine the dates, times and hours of operation of any Office facility, function, service or activity; determine safety and security measures for students, the public, properties, facilities, vehicles, materials supplies, and equipment, including the various rules and duties for all personnel with respect to such matters; determine the rules, regulations and policies for all employees, students, and the public; and act in a reasonable and necessary manner in an emergency.

It is understood that the right to "determine" as used herein includes the right to establish, modify and discontinue, in whole or in part, temporarily or permanently, any of the above matters.

- B. The above-mentioned rights of the Office are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the Office's rights. The exercise of any right reserved to the Office herein in particular manner or the nonexercise of any such right shall not be deemed a waiver of the Office's right or preclude the Office from exercising the right in a different manner.
- C. It is agreed that the contractual rights of the Association and of unit members are set forth in the other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the Office, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance provisions set forth in Article V, unless the grievance in question is an allegation that the Office has violated an express provision of some other Article of this Agreement, which Article is itself subject to arbitration.

## ARTICLE IV - ASSOCIATION RIGHTS

### A. Access

Authorized Association representatives shall, in accordance with conditions noted herein, have the right of reasonable access to Office facilities for the purpose of contacting unit members, in transacting lawful Association business. Any such representative shall first report to the office of the immediate administrator to announce his/her presence and the intended general purpose and length of visit. In no event shall any representative or unit member, interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-duty hours such as breaks, duty-free lunch periods and before and after the regular workday. However, contacts may be made at other times under exceptional circumstances and for good cause with prior notification and permission of the immediate administrator, which permission shall not be unreasonably withheld.

The Association may utilize Office facilities, outside of duty hours for meeting purposes and any such meetings and other conditions shall be subject to provisions of the Civic Center Act. Association meetings may be scheduled and held following Office meetings. The Association shall retain all rights and responsibilities for such meetings.

### B. Distribution and Posting of Materials

The Association may distribute organizational literature on Office property provided it does not interfere in any way with official business. No person shall distribute literature on Office property in a place or manner which distracts unit members or employees who are performing their duties. Literature distributed or left other than in the faculty rooms or the unit member's mail boxes shall be by prior approval of the site administrator. The immediate administrator shall be supplied with a complete copy of materials or literature to be distributed or posted.

The immediate administrator shall provide a portion of the bulletin boards regularly established for the Association in order that the Association may post notices of Association matters or concerns.

### C. Use of Internal School Mail and E-Mail System

1. The Association shall be allowed to continue lawful use of the internal school mail system to distribute materials to the bargaining unit provided (a) the materials distributed are not solely for the purpose of Association business, and (b) the Superintendent or designee is provided a complete copy at the time the materials are deposited in the mail system. Specific letters, notes and other communications to individuals, or materials solely for the purpose of Association business, shall not be distributed by the internal mail system unless correct postage is affixed. The Association shall be provided access to the Office internal e-mail system, where available, consistent with Office standards for use of e-mail and all criteria and

restrictions that apply to the use of the Office internal e-mail system with reimbursement provided by the Association.

2. The Superintendent specifically reserves the right to prohibit the distribution of mail which does not comply with these provisions or with the lawful use of the internal mail system. For purposes of application to this section, "solely for the purpose of Association business," shall be defined as including, but not limited to, (a) internal organizational business or elections, (b) political or ideological activities as defined by labor law governing union activities, (c) certification and decertification elections, or organizing for recognition purposes, and (d) information concerning the amount of an agency fee.
3. The Office will provide delivery and pickup for lawful materials to the Association office at such times as pickup and delivery is made of Office facilities in close proximity to the Association office.

#### D. Content Responsibility

Any literature to be distributed or posted must be dated and must signify the person and the Association responsible for its promulgation. The Association assumes full legal responsibility for the content of its literature and agrees to indemnify and hold the Office harmless against any claims and costs arising out of the promulgation and distribution of such literature.

#### E. Names

The Office shall by September 15 of each school year furnish to the Association without charge a list of names, site locations and home addresses of all unit members. Current telephone numbers of unit members shall also be furnished the Association upon written authorization of the unit member. The Office shall provide, bimonthly thereafter, a current list which includes newly employed unit members names and status changes and omits unit members who have terminated. The Association agrees to use such information for internal organizational purposes only and agrees not to disclose this information to a third party.

#### F. Organizational Security

##### 1. Employee Rights

The Office and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

A unit member has the right to choose to become a member of the Association.

## 2. Payroll Deduction

The right or payroll deduction for payment of unified Association dues, initiation fees and general assessments shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Deductions for Association dues and fees, upon formal written request from the Association to the Office, shall be increased or decreased without resolicitation and authorization from unit members.

Pursuant to authorization by the unit member, the Office shall deduct one tenth (1/10) of unified Association dues, initiation fees and general assessments from the regular salary check each month.

The Office shall rely on information provided by the Association regarding whether deductions are authorized, canceled, or changed. The Association shall inform the Office within a reasonable amount of time after a new employee chooses to become a member of the Association and authorizes a payroll deduction for payment of unified Association dues, initiation fees and general assessments. Likewise, the Association shall inform the Office within a reasonable amount of time after an Association member cancels or modifies previously authorized payroll deductions.

With respect to all sums deducted by the Office pursuant to the authorization of the unit member for unified Association dues, initiation fees and general assessments, the Office agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

## 4. Office Obligations

The Office's obligation under this Article is to deduct from pay appropriate amounts pursuant to this Article. Under no circumstances shall the Office be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

## G. Personnel File Review

On written request of a unit member, the Association shall be entitled to one representative to accompany the unit member to review the unit member's personnel file outside of the regular duty hours. For those unit members located at distant sites who cannot reach the Human Resource Services' Downey location during normal business hours, arrangements will be made to accommodate those members by scheduling appointments either before or after the normal business hours, subject to five (5) days advance notice.

## H. Board Agenda and Other Data

The Association shall receive two copies of the complete agenda and minutes of all Board of Education meetings with the exception of minutes of executive sessions or other

confidential communication or materials. The Association representative may address any items on the Board agenda in the manner and procedure provided by applicable Board policies.

The Association shall also have reasonable access to other lawful and non-confidential materials necessary to conduct lawful Association business, such as, but not limited to, the Office budget.

#### I. Consultative Rights

The Office recognizes the right of the Association to consult on the definition of educational objectives, the determination of the content of the courses and curriculum, the selection of textbooks, and the selection of general teaching materials, to the extent such matters are within the discretion of the Office under the law.

#### J. Representation Rights

A unit member shall be entitled to representation by the Association in matters which may affect his/her continued employment with the Office; at times when disciplinary action is contemplated; or when reviewing the unit member's personnel file.

The immediate administrator shall notify a unit member of the subject matter of a requested conference.

The following are excepted from representation:

1. At a regular annual evaluation conference.
2. At routine conversations where the topics discussed are matters such as giving instructions, training, or correcting work techniques.

K. Within a reasonable period of time after ratification, the Office shall provide a copy of the agreement to each unit member plus thirty (30) additional copies to the Association.

#### L. Committee

1. The Office will notify the Association in writing upon formation of office-wide committees.
2. The Association shall appoint its unit members to all committees that involve representation of the Association and its unit members. The Office may recommend other unit members for participation on the committees. The Association will notify the Office in writing of all appointments.
3. The Office and the Association will work together to assure that when an appointment is made, service on the committee will not cause the site to be negatively impacted.

4. When necessary, release time will be provided to attend the committee meetings.

#### M. Shared Decision Making

1. The Association and the Office are committed to establishing shared decision making, which includes participation of all stakeholders as a means of improving student achievement and fostering a positive productive work environment.
2. An Office Central Shared Decision Making Council shall be established consisting of representative members of each stakeholder group to include, but not limited to, teacher (or other LACEA designated representative), assistant, other site staff administrator, parent and community member selected by the bargaining units or stakeholder groups. The council shall consist of no more than fourteen (14) members. Necessary release time will be provided for the Office Central Council. Its responsibilities shall be as follows:
  - Research and study shared decision-making models and trends.
  - Receive training on shared decision-making and provide recommendations to the PAUs, and each mandated program in which unit members deliver services.
  - Review and monitor existing shared decision-making models.
  - Provide support and resources to PAUs, and each mandated program in which unit members deliver services.
3. PAUs, and each mandated program in which unit members deliver services shall establish SDM councils to represent all stakeholder groups including, but not limited to, representatives of the three LACOE bargaining units (SEIU, LACEA, and CSEA where represented), parents, administrators, community members, and when appropriate pupils as determined by the staff. The council shall consist of no more than fourteen (14) members. A majority of the council shall be LACEA bargaining unit members. However, should LACEA representation be less than a majority on the council, it shall not limit the number of other stakeholder groups represented at the council.
  - a. Each council shall develop a written document which includes provisions defining the makeup, scope of authority, selection of council members, terms of service, communications, procedures for resolving disputes and the decision making process to be used.
  - b. Unless otherwise restricted by federal or state law, Education Code, Office/Division policy or regulations, contracts or agreements with other employee groups, the scope of decision making shall be determined by this council at the PAU, and each mandated program in which unit members deliver services.

## N. Association Leave

### 1. Compensated

The Association president or unit member designated by the Association shall be allowed an aggregate of thirty-five (35) working days per fiscal year of paid leave of absence for the purpose of processing grievances and conducting other lawful Association business.

The Office shall be provided a written statement from the president of the Association indicating the unit member designated by the Association, workday to be absent, and the purpose for such absence prior to the leave period. The Office and the Association each retain the right to modify the leave date(s) for good cause through written notification.

When travel time is involved in grievance processing, those travel time costs shall be borne by the Office.

### 2. Reimbursed

In addition to the compensated Association Leave in the aggregate of thirty-five (35) working days per fiscal year, the Association may request reimbursable leave up to fifty (50) working days in the aggregate for the Association president or unit member designee. An additional five (5) days of reimbursable leave may be requested by the Association for unit member designees. Such request shall be submitted in writing prior to the leave.

The Association president or unit member shall receive regular salary and the Association shall reimburse the Office for substitute salary whether or not a substitute is utilized. The Office and the Association shall each retain the right to modify the dates of this reimbursable Association Leave for good cause through written notification.

Whether Association Leave is charged to "Compensated" or "Reimbursed" is at the discretion of the Association.

In addition to the thirty-five (35) compensated and fifty five (55) reimbursed days, the Association President or designee will be entitled to a maximum of twenty (20) additional days (ten (10) compensated and ten (10) reimbursed) for matter of mutual interest for the Office and the Association. Mutual interest shall be defined as joint problem solving, and mutually supportive activities such as lobbying for the same legislative matters. This leave will be granted upon the written approval of the Superintendent or designee.

O. Consult for New Classifications

LACEA and the Office agree to consult over new classifications in the bargaining unit.

## **ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES**

### **A. General Provisions**

A grievance is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or Appendix to this Agreement. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement. Except as limited by Article XVI, Disciplinary Suspension, the filing or pendency of a grievance shall not delay or interfere with the implementation of any Office action during the processing thereof. If the same, or essentially the same, grievance is filed by more than one unit member, the Association may process the grievance under this Article on behalf of the involved grievants. The final determination shall apply to all grievants.

For timeline purposes, all grievances and written decisions shall be deemed to have been received as of the date of United States postmark, or on the date of personal delivery.

The parties encourage frank and open discussions. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may from time to time arise relating to the interpretation or application of this Agreement. Both parties agree that these proceedings shall be kept as informal as may be appropriate. It is the intention of the parties to make a good-faith effort to resolve disputes that arise from this Agreement at the level within the Office where the issues originate.

### **B. Informal Step**

A good faith effort will be made by all parties to resolve the issues in an informal manner. A unit member and his/her immediate administrator shall attempt to resolve differences in a collaborative and problem solving mode, as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement. The parties may mutually agree to a third party to help resolve the dispute.

### **C. Level I - Immediate Administrator**

No later than thirty (30) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the approved grievance forms to the immediate administrator or to the administrator responsible for the contested decision if it was not the immediate administrator. If the grievant does not have actual or constructive knowledge of the occurrence of the grievance act or omission, or could not with the exercise of reasonable diligence have known about it, then the thirty (30) day time limit shall begin to run on the date upon which the grievant knew or could with reasonable diligence have known of the occurrence.

The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, misinterpreted or misapplied, the circumstances involved and the requested remedy.

Either party may request and shall be granted a personal conference with the other party. Administration shall communicate a written decision which shall include a clear, concise statement of the reasons for such decision to the unit member and the Association representative, if any, within ten (10) working days after receiving the grievance, and such action will terminate Level I.

D. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his designee within fifteen (15) working days after termination of Level I. Except for extenuating circumstances, the Superintendent's designee shall not be an administrator in the line of organization within the grievants' division.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request, and shall be granted a personal conference.

The Superintendent or designee shall communicate a written decision which shall include a clear and concise statement of the reasons for such decision within fifteen (15) working days after receiving the appeal, and such a decision will terminate Level II.

E. Failure to Meet Time Limits

If the grievance is not processed by the grievant and the Association in accordance with the time limits set forth in this Article, it shall not be subject to arbitration, and shall be considered settled on the basis of the decision last made by the Office. If the Office fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and a termination of the level involved, and the grievant may proceed to the next step.

Time limits herein may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur only above Level I as a result of any school recess and intersessions.

F. Arbitration

Grievances which are not settled at Level II and which the grievant and the Association desire to contest further, shall be submitted to arbitration as provided herein, but only if the Association gives written notice to the Office of its desire to arbitrate the grievance within fifteen (15) working days after the termination of Level II. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitation and procedures of this

Article. Processing and discussing the merits of an alleged grievance by the Office shall not constitute a waiver by the Office of a defense that the dispute is not grievable.

### 1. Selection of an Arbitrator

As soon as possible, and in any event not later than ten (10) working days after the Office receives the written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within said ten (10) days, the parties shall request the California State Mediation and Conciliation Service to supply a list of seven (7) arbitrators having a minimum of 5 years' experience in K-12 education. The arbitrator shall be selected by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be determined by the flip of the coin. If the arbitrator selected indicates that he/she will not be available for hearing within a reasonable time not exceeding forty-five (45) calendar days, the parties shall proceed to select another arbitrator from the supplied list of arbitrators.

### 2. Motion to Dismiss

If the Office claims that the grievance should be dismissed because, for example, it was filed or processed in an untimely manner, or that the dispute has become moot, such a claim shall, at the option of the Office, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The Office may also at its option, and without prejudice, have such a claim heard along with the merits of the case. If the Office should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the Office to proceed to arbitration.

### 3. Limitations upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation or misapplication of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to her/him by the respective parties in the presence of each other, and upon arguments, if any, presented in briefs.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws in the State of California. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying 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 addition or subtraction) of the written terms of this Agreement.

The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the terms of this Agreement. Upon expiration of this Agreement, the grievance/arbitration procedures of this Article V, pursuant to Article XVI, Section 4, shall remain in full force and effect until modified or eliminated through the collective bargaining process.

#### 4. Arbitrator's Decision

The decision or award of the arbitrator within the limits herein prescribed shall be final and binding on all parties. The grievance and arbitration procedures described above are to be the Association's and unit member's sole remedy for any claim to breach of this Agreement. This does not preclude appropriate judicial review.

The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

#### 5. Expenses

All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.

#### G. Association Representation

The grievant shall be entitled to representation by the Association at all grievance meetings. In situations where the Association did not represent the grievant the Office shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and a proposed resolution and has been given the opportunity to state its views on the matter.

#### H. Reasonable Release Time

Grievance meetings will be scheduled by the Office. Normally such meetings will be scheduled in such a manner that they will not conflict with instructional duties. However, when such meetings are scheduled so as to conflict with the unit member's instructional duties, reasonable release time (including necessary travel time) without loss of salary will be provided to the grievant and his/her authorized Association representative.

For arbitration hearings the Office will provide reasonable release time (including necessary travel time) for the grievant, the authorized Association representative and no more than three (3) witnesses. This constitutes reasonable periods of released time within the meaning of Government Code Section 3543.1(c).

I. No Reprisal

There shall be no reprisals against the unit member for processing a grievance at any level, or assisting a grievant in the above procedures.

J. Grievant's Files

The Office of Labor Relations shall coordinate the processing of grievances and maintain records dealing with the filing and processing of grievances, which are separate from the grievant's personnel file. Access to information about specific grievances, grievance files, or complaints shall be limited to the grievant, the designated representative and administrative personnel who have a legitimate need to have such information or access. Upon the conclusion of the grievance process, all grievance files or materials utilized during the process shall be collected by and returned to the Office of Labor Relations. No grievance files shall be kept except those maintained by the Office of Labor Relations, the Association, or the Grievant.

K. Working Day

Working day for the purposes of Article V, Grievance Procedures, shall mean any week day which has not been declared a holiday by the State of California or the Board of Education, and any recess day established by the Board of Education for the program to which the unit member is assigned.

L. Expedited Procedure

Upon mutual written agreement of the parties, the arbitration may be held under the Expedited Rules of the American Arbitration Association.

Upon mutual written agreement of the parties, a grievance may be taken directly to arbitration.

## ARTICLE VI - HOURS OF EMPLOYMENT

### A. General Provisions

1. The Office recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. It is understood that as professionals, unit members shall spend as much time on site and/or other places as necessary to fulfill their instructional and professional responsibilities. Unit members assigned to Salary Schedule C and I shall be included under this Article.
2. While it is recognized that some of a unit member's professional responsibilities may be performed at locations other than the assigned site, it is agreed that most professional responsibilities must be performed at the assigned site. The on-site requirement for unit members, other than counselors and unit members in special programs as indicated below shall be seven (7) hours per workday as determined by the immediate administrator after consultation with the unit member.

### B. Workday

1. Unit members shall report to the assigned site one-fourth (1/4) hour before the instructional day begins. In any case, the unit member shall not leave the assigned site less than seven (7) hours, including a minimum one-half (1/2) hour duty-free lunch, from the time of arrival on site, unless the unit member is on an approved leave or has been assigned by the immediate administrator to perform professional duties elsewhere. Unit members, after notifying their school office may leave their site for a duty free lunch.
2. Unit members classified as counselors shall have duty schedule which averages at least eight (8) hours per day inclusive of the duty free lunch period. Counselors may, after consultation and approval of the immediate administrator, have a flexible duty schedule, which is eight (8) hours per day inclusive of the duty free lunch period.
3. Unit members assigned as teachers on special assignment shall refer to Appendix E.
4. Unit members assigned to the Division of Student Programs (DSP) may after consultation and approval of immediate administrator have a flexible duty schedule, which is seven (7) hours per day inclusive of the duty free lunch.
5. This site requirement for assigned hours shall be applicable to every scheduled workday, including regular pupil days and modified/minimum in-service days.
6. The immediate administrator shall consult with the unit members within thirty (30) days of the start of the school year regarding work schedules including as appropriate:

extended minutes, extended day, preparation time, extra duty assignments, relief/recess periods, calendar and class size/caseload. Unit members in DSP shall be scheduled a minimum of thirty (30) consecutive minutes daily preparation time.

C. Lunch Period

1. Unit members shall be scheduled for a duty-free lunch period of one-half hour or longer.
2. Unit members in the Division of Special Education (DSE) assigned to a host school site may take an equivalent period of time for lunch as that scheduled at the district site.

D. Relief/Recess Time

1. The immediate administrator shall, work with staff at each site, so as to provide relief time as necessary to attend to the unit member's personal hygiene, personal affairs requiring immediate attention, and other emergencies that may occur. Any relief of the unit member shall provide for supervision of pupils at all times. The relief time, not to exceed ten (10) minutes, shall not occur within one-half (1/2) hour of the duty commencement or ending time or lunch period.
2. Unit members in DSE assigned to general education host school sites shall receive pupil free breaks to coincide with the host school recess/nutrition/break schedules.

E. Extension of Day

1. With forty-eight (48) hours prior notification, except for urgent circumstances, the immediate administrator may reasonably require the unit member to attend faculty meetings and to perform other on-site professional duties, such as bus loading and parent conferences, which extend beyond the seven (7) hour workday.
2. Where the immediate administrator requires unit members attendance at such duties as parent meetings, open house, and other activities which require the unit member to return to the school site, unit members shall be released as soon as possible after the instructional day, irrespective of the seven hour on site requirement. Any such early release shall be predicated upon all pupil supervision needs being assured.
3. It is understood that unit members assigned to programs such as Outdoor Education may have duties and responsibilities that regularly require their attendance on site up to twenty-four (24) hours per day.
4. DSP unit members required to supervise or instruct pupils beyond seven (7) hours routinely, shall be compensated in accordance with Article IX, Section H. DSE unit members assigned to a classroom teaching position that requires a teacher to supervise or instruct pupils beyond the seven (7) hour day, routinely will have a specific assignment designation for extended day, as described in detail in the Appendix H

attached hereto regarding extended day, and shall be compensated in accordance with the provisions of said Appendix and Section H of Article IX.

F. Part-Time Working Day

1. Part-time unit members shall have a workday which is the part-time assignment fraction multiplied by the workday, or month for a like full-time unit member. All other provisions shall apply to a part-time unit member.

G. Instructional Minutes

1. Division of Special Education

- a. The maximum instructional time for unit members assigned to a classroom shall not exceed 300 minutes per working day except as provided in this Article. The instructional time for DSE unit members assigned to the classroom shall be consistent with the district site of pupil attendance assuring the required number of instructional minutes to annually qualify for LACOE DSE apportionment funding and shall not exceed 300 minutes per working day or 1500 minutes per week except as provided in this Article and Appendix H attached hereto regarding extended minutes in DSE.
- b. With respect to DSE unit members only, some unit members may be required to provide additional instructional service beyond the 300 minutes per working day or 1,500 minutes per week. Each classroom teaching position that requires teachers to instruct beyond 300 minutes per working day or 1,500 minutes per week) will have a specific assignment designation for extended minutes, as described in detail in Appendix H attached hereto regarding extended minutes, and shall be compensated in accordance with the provisions of said Appendix and Section H of Article IX. Such compensation is in lieu of a preparation period or portion thereof. Depending upon the amount of extended instructional minutes assigned to the classroom teaching position, payment will be in the form of a “stipend” or based upon the teacher’s “hourly rate.” rate.”
  - 1) For the purpose of defining “instruction” for unit members in the DSE assigned to a host site, “instruction” is considered to be the time with students from the commencement of the first instructional bell (not warning bell)/start time to the conclusion of the dismissal bell/dismissal time. Instruction shall be exclusive of students’ lunch and recess.
  - 2) In cases where the student’s Individual Education Plan (IEP) includes motor, self-help, and behavior management skill goals and objectives, the parties agree that direct teacher instruction in these areas can usually be accomplished during the instructional time in the classroom, school environment, and community.

The minutes of teacher release from pupil contact shall reduce accordingly any claim for extended minute compensation, including lunch and recess.

- c. In some cases, it may be necessary to adjust the beginning and ending times up to 15 minutes to accommodate transportation scheduling. In all cases, the same total student time on site and instructional minutes of the host site will not be exceeded.
  - d. Adjustments may be necessary for DSE classes on host sites with multiple bell schedules. If an adjustment is necessary, the site administrator in consultation with the teacher will consider criteria such as the ages of the majority of pupils or an average of the bell times.
  - e. Preparation Time. Some designated sites will maintain a pupil free preparation period.
2. Division of Student Programs
- a. Unit members in Student Programs may be required to provide additional instructional service above the 300 minutes per working day (regular instructional services; e.g., math, reading, reading lab, etc.) when student scheduling is conditioned by a County Government imposed work experience program. Such unit members shall be compensated in accordance with Article IX, Section H for any additional instructional time over 300 minutes.
    - 1) The parties understand that the preceding additional instructional time provision excludes any night school or driver training.
    - 2) Unit members assigned to such additional time on a regular basis and for services to the regular program will usually be on a voluntary basis; however, the Office shall have the right to assign any unit member to accept such assignment who does not have valid and reasonable grounds to refuse such assignment and there is no other qualified unit member at the site willing to accept the assignment.

#### H. Professional Duties

- 1. In addition to assigned teaching and support duties, unit members shall perform their other professional duties which may occur during and/or outside of the regular site-based assignment hours. Examples of such additional professional duties include: planning lessons; selecting and preparing lesson materials; reviewing and evaluating work of pupils; conferring and counseling with pupils, parents, staff, and administrators; keeping records; supervising and advising pupils, pupil organizations and activities; cooperating in parent and community activities; supervising or conferring with teacher assistants; attending faculty, department and other professional meetings; serving on committees which advise and serve the Office; participating in approved professional activities relating to professional assignments; keeping

informed of developments in the area of the unit member's professional assignment; participating in staff development; and control of Office property, equipment and supplies.

2. Upon request of the unit member, the Superintendent may approve the unit member's attendance at a professional conference and/or related activities in accordance with Board policy. Attendance may be with or without loss of salary and with or without expenses reimbursed. In no event will approved conference attendance on non-workdays be considered as days worked.

#### 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. Changes in the above referenced calendars are intended to align the 10 month school calendar with host school district calendars. Such realignments 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. The Division of Student Programs calendar shall include a minimum day when 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 days will be allocated for teacher preparation.

## J. Modified Year-Round Calendars

1. Due to the multitude of existing year-round school calendars, it is impossible to establish one year-round calendar that would meet the needs of students and unit members assigned to programs in the districts on said Calendars.
2. To provide for the needs of students in districts with year-round school calendars, it is agreed that unit members may work the instructional minutes of the regular 183 days in a modified calendar differing from the ten (10) month calendar referenced above.
  - a. Conditions under which ten (10) month regular calendars may be modified for year-round programs may include:
    - 1) Unit members whose total DIS caseload consists of direct services to district students on year-round calendars.
    - 2) Unit members in a special day class where pupils require consistent academic mainstreaming in a general education setting in schools with year-round calendars.
    - 3) Others, based on extenuating circumstances unknown at this time, may be considered at the written request of the principal in consultation with the unit member and the appropriate division administrator to determine if sufficient rational exists to implement a modified calendar for the benefit of students involved.
3. Calendar modifications that may be used to meet student and district needs on year-round calendars may include, but are not limited to:
  - a. Spreading 183 days over eleven (11) or twelve (12) months to align with established district tracks;
  - b. Compressing the instructional time of 183 days over fewer number of days;
  - c. Four (4) day work week spread over eleven (11) or twelve (12) months;
  - d. If two of the same DIS personnel (i.e., LSS) are serving the same district/school, the unit members may work two different 183 day schedules (i.e., one mid-August through June and one October through July); and,
  - e. Combinations of the above.
4. Requests for any of the above calendar modifications affecting the terms and conditions of this agreement, shall be submitted by the principal or program administrator to the appropriate division director.

- a. The division director, or designee, a representative designated by the association, and a representative from Human Resource Services will meet by June 30 of each year to review and discuss the need for modified calendars to match year-round calendars of the host districts.
  - b. Subsequent to this meeting, the Assistant Superintendent will approve and forward to Human Resource Services for implementation and forward to Payroll prior to implementation.
5. Payment will remain over the established 10 month calendar (September through June) unless otherwise agreed upon by the unit member, Division Director, Human Resource Services, and Payroll. Extended instructional day pay for a unit member will be given when the aggregate number of required instructional minutes is exceeded. The aggregate number of instructional minutes is equal to the number of workdays 183 times the instructional minutes required by the Agreement.
6. The Office's year-round calendar modifications are not intended to provide district services for extended/summer sessions or intersessions.
7. Assumption of these year-round calendar assignments will be a voluntary basis only at the time of implementation. If a unit member holds a position serving a district where a modified year-round calendar is in the best interest of students and the districts serviced, or hold a position in a district which transitions to year-round calendar and the unit member does not want to be on a modified calendar, that unit member may request reassignment or transfer to a vacant regular 10 month calendar assignment.
8. Intersessions for county pupils in classes operated under this provision may be established during the district intersessions in place of the usual extended year/summer school sessions. All provisions of Article XIV summer school shall apply to these intersessions.

## ARTICLE VII - LEAVES OF ABSENCE

### A. General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for such member in the Office until the leave expires, usually with the right to return to the Office in a position of the same status and rank at the conclusion of the leave, provided the position would have otherwise remained. Reasonable effort will be made to assign the unit member at the same site; however, there is no assurance that when a leave of absence necessitates a long-term replacement (one (1) school year or longer), the return assignment will be at the same school or administrative site where such member was assigned when the leave was authorized.

A condition of each leave of absence is that the credential held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, insurance fringe benefits and retirement credit, the same as if they were not on leave. Those who go onto an unpaid leave during any pay period shall receive their insurance benefits (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan, provided they make advance payment of the premium in a manner required by the Office. Unit members on unpaid leaves shall not receive service credit for salary step advancement unless otherwise provided herein.

Part-time unit members shall be entitled to leaves of absence in the same ratio that their hours per day of scheduled duty for a full-time unit member in a comparable position.

It is agreed that a unit member who is absent from work other than for those days as authorized by state law or authorized by leave provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. The Office will deduct a salary amount equal to the annual salary multiplied by the following fraction: days of unauthorized absences divided by the number of days required for annual service. Such member shall be subject to disciplinary action.

Unit members on an unpaid leave of absence may not convert such leave to a paid leave of absence.

The Office may require reasonable proof of absence claim for utilization of any leave provision contained in Article VII.

A unit member absent from duty for five (5) or more consecutive working days may be required to submit medical verification from the unit member's physician.

A unit member absent for six (6) working days or more due to illness in any four (4) month period may be required to submit medical verification from the unit member's physician for subsequent absences due to illness for the remainder of that school year. Any prolonged absence due to illness previously approved by the immediate administrator shall be excluded in counting the six (6) days. This verification may also include a medical examination by an Office-appointed physician at the expense of the Office. Upon a unit member's return from any extended disability leave, the Office will routinely require the unit member to furnish written medical evidence from a physician releasing the unit member to return to service.

Abuse or misuse of any leave privileges by a unit member shall be cause for disciplinary action.

## B. Compensated Leaves of Absence

### 1. Bereavement Leave

Unit members are entitled to a three (3) day leave of absence with regular salary upon the death of any member of the unit member's immediate family. The leave shall be extended to five (5) days if travel out of state or travel in excess of 350 miles one-way is required.

The use of this leave shall be utilized within thirty (30) working days after the death of the member of the immediate family. Upon request, this limitation may be waived for extenuating circumstances.

The Office may require verification of the death, relationship and necessity for out-of-state travel.

### 2. Illness, Accident, or Quarantine Leave

#### a. Definition

Illness Leave may be used by the unit member only when the absence is caused by the unit member's illness, injury or quarantine and is unable to work during a time he/she would have worked except for the disability.

#### b. Allowance

Unit members shall receive illness or accident leave from active duty, with regular pay, at the rate of ten (10) days per school year 10-month calendar employees or those employees serving 183 school days over eleven (11) months and unit members on a 218-day work year will earn eleven (11) days sick leave.

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.

For purpose of determining accrual when a unit member terminates employment during the work year, or is on leave without pay (other than Illness Leave without pay), unit members shall be on full-pay status for at least eleven (11) working days in the calendar month in order to accrue one (1) day Illness Leave per month. If the unit member is not on full-pay status for at least eleven (11) working days, no Illness Leave shall accrue.

Part-time unit members shall be entitled to Illness Leave in the same ratio that their amount of service bears to full-time service.

If accumulated Illness and Accident Leave with full pay has been exhausted, and the illness or accident makes additional leave necessary, a unit member shall receive fifty (50) percent salary for the period of the additional leave. This additional Illness or Accident Leave at fifty (50) percent salary shall begin on the first day following the depletion of current illness leave. Ten (10) days per fiscal year for ten (10) month unit members. Twelve (12) days per fiscal year for twelve (12) month unit members. However, the combined full-pay Illness Leave plus the fifty (50) percent additional Illness or Accident Leave shall in no event exceed one hundred (100) working days plus current illness leave for each fiscal year.

Unit members on protracted or indefinite Illness Leave shall make written progress reports to their immediate administrator once every two (2) weeks for the duration of the illness.

Unit members shall be provided information concerning their accumulated full-pay Illness and Accident Leave once each year.

c. Transfer of Illness and Accident Leave

Unit members who have accumulated Illness and Accident Leave in California school districts or county superintendent offices may, upon employment by the Office, transfer the unused portion of such leave in accordance with statute.

It shall be the responsibility of the Office to initiate and accomplish such a transfer.

d. Maternity Leave

Maternity leave shall be treated as any other prolonged illness or accident requiring the use of current and accumulated sick leave. The Office shall grant maternity leaves of absence to female unit members for the period of actual disability (physical condition causing inability to perform regular duties) resulting from pregnancy, miscarriage, childbirth, or childbirth convalescence, provided the unit member is on paid status before and after the period of disability and would have worked had the unit member not been disabled. The unit member shall inform the immediate administrator of the date of the commencement no later than the sixth-month of pregnancy to enable the Office to make advance preparation for a substitute or temporary replacement.

No later than thirty (30) calendar days prior to the date maternity leave is to begin, the unit member shall submit a maternity leave request to Human Resource Services. On the request form the attending physician shall certify:

- 1) the date on which the unit member can no longer assume her normal duties due to physical disability,
- 2) the expected date of delivery,
- 3) the expected date on which the unit member can resume her normal duties.

Upon receipt of certification from the attending physician these dates can be reasonably changed.

If the period of maternity-related disability is more than four (4) weeks before the delivery date or six (6) weeks after the delivery date, the unit member will submit a physician's verification as to the unusual duration of the disability leave.

3. Industrial Accident/Illness Leave

a. Eligibility

Unit members who are absent from active duty due to accident or illness resulting from duties within the scope of employment may request Industrial Accident/Illness Leave.

Unit members who are injured in the course of employment due to a physical assault or a negative reaction to the utilization of chemical sprays will retain fully paid status and receive health benefits per Education Code Section 44984.

Accrued Illness Leave if any, shall be used provisionally until the disposition by the Office and its Workers' Compensation carrier has been made aware of the unit member's request. If granted, Industrial Accident/Illness Leave shall be retroactive and any provisionally used Illness Leave shall be restored.

b. Benefits

The allowable leave is sixty (60) days per fiscal year and is not cumulative. Not more than sixty (60) days may be used for each accident or illness. Should the leave extend into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for that particular accident or illness.

Salary received during this leave, when combined with any amount awarded for temporary disability indemnity (Workers' Compensation or any other Office benefit), shall not exceed the unit member's regular salary.

Upon the expiration of the Industrial Accident/Illness Leave, a unit member shall be entitled to utilize accrued illness leave if available. Thereafter the unit member may request in writing one extension of Industrial Accident/Illness Leave up to twenty (20) working days. A medical verification of need shall accompany the written request. Upon written request and medical verification of need four (4) additional such extensions of twenty (20) working days may be approved by the Office but in no event will the number of days approved for extended Industrial Accident/Illness Leave be more than the number of the accrued full-time illness days used by the unit member beyond the initial sixty (60) days Industrial Accident/Illness Leave. Denial of such extension of Industrial Accident/Illness Leave shall not be subject to the Grievance Procedure in accordance with Article V unless denial was based upon arbitrary or capricious grounds.

4. Jury Duty Leave

The Board shall grant to a unit member, once in each five-year period, a leave of absence from active duty for jury service.

Prior to the approval of such leaves, the unit member shall attempt to reschedule such service when the proposed jury duty would cause the least disruption to the operation of schools or of the Office.

Jury duty remuneration shall consist of regular salary not to exceed ten (10) workdays per fiscal year. The unit member shall endorse to the Office any jury service fee checks. The unit member shall retain those amounts received, which are considered to be expenses incurred while serving on the jury.

Unit members who are assigned to jury duty in a Federal Court shall be entitled to keep that part of the jury service fee that the unit member was required to pay for parking. The unit member must submit receipts in order to claim this expense.

Unit members shall obtain from the clerk of the court an accounting of the time served on jury duty and submit this to the immediate administrator.

Unit members will be released on subpoena from Juvenile or Superior court to appear as a witness in matters relating to their duties as a teacher involving their pupils.

If Jury Duty Leave is not approved the unit member may utilize Personal Business Leave without compensation as provided for in this Article during the period of jury duty. The unit member is not required to endorse to the Office any jury service fee checks when Personal Business Leave is utilized for jury duty.

5. Military Leave

a. Authorization

Military Leaves shall be approved by the Office for periods of active military duty specified in orders received by unit members who have been in the continuous service of the Office for a minimum of one (1) calendar year. Such unit members shall continue to receive salaries they would have earned for the paid days within the first (1st) thirty (30) calendar days of active military duty. These calendar days shall commence the first (1st) day of active duty, including travel. Military Leave shall not exceed four (4) years for permanent or probationary unit members, or six (6) months for part-time unit members.

Reserve or inactive military duty may be approved as noncompensated leave.

b. Other Benefits and Reinstatement

A unit member who leaves active Office employment to be on an active Military Leave of thirty (30) calendar days or less shall continue to receive rights and benefits, including salary, as though he/she had remained in employment.

A unit member on Military Leave and who is discharged from the service under conditions other than dishonorable shall be restored to a position comparable to his/her former position at the salary schedule placement he/she would have received had he/she remained in the service of the Office.

6. Personal Necessity Leave

a. General

Personal Necessity Leave may be utilized by a unit member who has sufficient sick leave credit for circumstances that are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and cannot be dealt with during off-duty hours.

Such unit member may elect to use not more than ten (10) days for ten month unit members, eleven (11) days per year for eleven month unit members, or twelve (12) days for twelve month unit members per year of unused sick leave for purposes of approved Personal Necessity Leave. Unused Personal Necessity Leave entitlement shall not be accumulated from year to year.

For the purposes of this provision personal necessity shall be limited to:

- 1) death or serious illness of a member of the unit member's immediate family;
- 2) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; or
- 3) other reasons at the unit member's election, provided that under no circumstances shall leave be available for purposes of extending a holiday period, for recreational activities, for work stoppage or slow-down, or for conducting a private business. The unit member may utilize no more personal necessity leave than is necessary to adequately attend to the matter or the necessity. The unit member shall make reasonable effort to notify their immediate administrator in time for a substitute to be obtained. The unit member shall complete the electronic absence report in a timely manner and submit it to the immediate administrator.

b. Discretionary Personal Necessity Leave

Three (3) days of Personal Necessity Leave may be used by a unit member at his/her discretion to attend to matters which require the attention of the unit member and which the unit member determines must be taken care of during the assigned workday. The Office retains the right to deny a request for Discretionary Personal Necessity Leave when, according to the records at the time the request is made, granting of the request would cause more than twenty percent (20%) of unit members at the site to be out on any type of leave on the same day.

At sites with fewer than five (5) unit members the immediate administrator may deny the request based on operational reasons (e.g. no substitute coverage, high level of school business). The unit member shall submit a request for Discretionary Personal Necessity Leave to the immediate administrator at least two (2) days prior to the beginning date of the leave.

Personal Necessity Leave may not be utilized due to any work stoppage, work slowdown, strike, or any "job action" activity.

7. Sabbatical Leave

a. Eligibility

A Sabbatical Leave may be granted to a unit member who has rendered service in any certificated position with the Office for at least seven (7) consecutive years immediately preceding the year for which the Sabbatical Leave is awarded. An approved leave of absence shall not interrupt or count toward this seven (7) consecutive years' requirement.

Applicants must be under sixty-two (62) years of age at the time the leave is to be in effect.

Sabbatical Leave, if awarded, shall be for enrollment at a college or university, travel, independent study, or a combination of these purposes.

b. Application and Selection

Written applications for Sabbatical Leave, if Sabbatical Leaves have been specifically budgeted, shall be submitted to the Personnel Administrator not later than February 1 immediately preceding the school year for which the leave is requested.

c. Length and Conditions

Sabbatical Leaves shall be awarded for periods of one-half (1/2) of the unit member's contract period or for the full contract period. If, during the leave, a unit member is to be enrolled in a college or university operated on a quarter system, the leave may be adjusted to coincide with the period of study at the institution concerned.

Applicants requesting leave for the purpose of study shall submit plans to include at least one of the following: 1) a program of courses of not less than eight (8) units per semester, or the equivalent; 2) a program of courses relating to the professional growth of the applicant; and 3) a plan for independent research and study relating to present or prospective professional service which is equivalent to a formal program of courses.

Applicants requesting leave for the purpose of travel shall submit an itinerary showing the countries or places to be visited, together with a statement indicating how the proposed travel will benefit the programs operated by the Office. Travel must be outside of California and must constitute at least sixty (60) percent of the period of leave. Changes in travel plans must be submitted in writing and approved by the Superintendent.

d. Remuneration and Restrictions

Remuneration shall consist of one-half (1/2) of the regular salary that the unit member is entitled to at the time the leave commences. Payments shall be made on a monthly basis. Semi-annual or annual payments may be made upon a written request which shall be submitted to the Superintendent.

If any remuneration is received from other sources while the unit member is on leave, the amount of compensation under the terms of the Sabbatical, when combined with other compensation earned while on leave, shall not exceed the amount the unit member would have received if the Sabbatical Leave had not been awarded.

e. Service Credit and Related Benefits

1) Accumulation of Illness Leave

During the period of Sabbatical Leave, the unit member shall not accumulate illness leave.

2) Employer-Paid Health Insurance and Life Insurance

During the period of Sabbatical Leave, the Office shall continue the regular contribution to the unit member's insurance fringe benefits.

3) Retirement Service Credit and Payment of Employee Contributions

During the period of Sabbatical Leave, the Office shall continue to pay the normal retirement contributions applied to the salary actually paid to the unit member during his/her period of leave. Contributions shall be deducted from the unit member's salary.

It is the responsibility of each unit member, upon being awarded a Sabbatical Leave, to communicate with the retirement system of which he/she is a member, and to make suitable arrangements with that retirement system for the crediting of service toward retirement during the period of leave.

f. Return to Duty

A unit member who has been on Sabbatical Leave must, after the conclusion of the leave, render service for at least twice the period of leave.

Upon return from Sabbatical Leave, the unit member shall be assigned to a position comparable in rank to the one held at the commencement of the leave.

Upon return from Sabbatical Leave, the unit member shall be placed on the salary schedule at the step on which he/she would have been placed had he/she not been on Sabbatical Leave.

The Office may require a written or oral and written reports concerning activities during Sabbatical Leave.

Remuneration for salary and other benefits paid to or on behalf of the unit member from the Office while on Sabbatical shall be returned to the County School Service Fund if the unit member fails to render the required amount of service following return from leave.

A unit member who has been awarded a Sabbatical Leave shall post a suitable bond indemnifying the Office in the event the unit member fails to render the required amount of service upon completion of the Sabbatical Leave.

g. Application Procedure

Applications must be submitted on forms provided by Personnel Services and must be filed by February 1 of the school year prior to that for which the leave is requested.

Applications must include a complete outline of the proposed leave program and a statement of how the program will benefit the schools and pupils of the Office.

Priority in selection shall be given according to the value of the leave to the Office educational program and benefit to the unit member.

Applications will be reviewed and recommendations made for approval/disapproval provided herein.

1) Applicant

- a) Completes application form for Sabbatical Leave in triplicate and submits the application to Personnel Services.
- b) When informed of leave approval, obtains a self-financed statement of satisfactory health (physical examination) and submits the results to the Office.
- c) Posts suitable indemnity bond pursuant to above.
- d) Notifies the Office in writing of the address to which warrants are to be forwarded.
- e) Upon return from Sabbatical Leave, the unit member shall file the required report.

The unit member shall not be considered having completed the requirements for the Sabbatical Leave until the report noted above has been verified by the Sabbatical Leave Committee and approved by the Superintendent.

2) Application Review and Approval

If the Office has budgeted for Sabbatical Leaves, the applicant's service records and application for leave shall be reviewed by a Sabbatical Leave Committee. The Sabbatical Leave Committee shall be composed of:

- a) Two (2) administrative members, appointed by the Superintendent, one (1) of whom is designated as chairperson by the Superintendent.

b) Three (3) unit members appointed by the Association.

3) Sabbatical Leave Committee Duties

Each member of the Sabbatical Leave Committee shall evaluate each application on the following scale: “Highly Recommended,” “Recommended,” “Recommended with Low Priority,” or “Not Recommended.” Criteria for this evaluation shall be based on the value of the leave to the Office, educational program and benefit to the unit member. The chairperson of the committee will prepare a composite evaluation of each application, based on individual evaluations of committee members, to be forwarded to the Superintendent.

4) Recommendation

The Superintendent shall recommend to the Board approval or denial of the Sabbatical Leaves reviewed by the Sabbatical Leave Committee, if any. If an application is denied such denial shall be for reasonable cause and provided in writing to the unit member.

8. Catastrophic Leave

- a. A unit member who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued illness leave credits under the catastrophic leave program.
- b. “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member’s immediate family, which requires the unit member to take time off from work for an extended period of time to take care for that family member. Such time off may create a financial hardship for the unit member because he/she has exhausted all of his/her paid illness leave.
- c. Eligibility

A unit member may be eligible to receive donated leave credit when the following conditions are met:

- 1) The unit member is a permanent employee;
- 2) The unit member is unable to work due to the employee’s or immediate family member’s catastrophic illness or injury.
- 3) The unit member has exhausted all accrued paid leave credits;

- 4) A unit member who is receiving additional income from Workers' Compensation is not eligible to apply for catastrophic leave until their funding source has ended. The unit member must also have a need to continue their leave and must provide verification of the need for catastrophic leave to the satisfaction of the LACEA Catastrophic Leave Committee.
- 5) The unit member may have applied for STRS disability but has not yet received the benefits.

A unit member may be eligible to donate leave credit when the following conditions are met:

- 1) The unit member is a permanent employee;
- 2) The unit member has no less than an equivalent of seventy-eight (78) hours of earned illness leave.
- 3) The unit member may contribute a minimum of 8 hours, up to a maximum of 21 (twenty-one) hours of his/her illness leave credits per school year. The unit member must donate a minimum of eight (8) hours, and in hour increments thereafter.
- 4) Unit members electing to contribute accrued illness leave shall be required to retain a minimum of (70) hours of illness leave in their own account.
- 5) Deducted illness leave hours shall not be retrievable by the donating unit member.

d. Program Limits

Catastrophic Leave may not be used for:

- 1) elective surgery
- 2) personal necessity leave
- 3) routine pregnancy , maternity, and/or childcare unless it meets the definition of catastrophic illness or injury.
- 4) lingering health problems that are not considered life threatening.
- 5) regular periodic illness

- e. A unit member requesting donated leave credit from the catastrophic leave program must complete Form xxx, Request for Use of Catastrophic Leave

Program, and submit the form to the Association. The Request may be submitted prior to the exhaustion of paid leave. The Association shall forward a copy of the request to the Superintendent's designee to the Catastrophic Leave Committee. Payroll shall verify/confirm the donor's available leave credit and that the donor retains seventy (70) hours of illness credit. The Office shall verify that the unit member is unable to work due to his or her family member's illness or injury. Verification of eligibility will be sent to the Catastrophic Leave Committee within three (3) business days of the Office receiving a copy of the request from LACEA.

- f. The Catastrophic Leave Committee is comprised of three (3) representatives appointed by the Association whose purpose shall be to make decisions concerning requests for donation of accrued paid leave credits. The Association shall convene the Committee within ten (10) working days of the receipt of the unit member's request to use the catastrophic leave program. The committee shall facilitate the Catastrophic Leave Program of the unit member requesting illness leave credits from the program and may request additional evidence to support the unit member's request. The decision of the Committee shall be provided, in writing, to the unit member and the Human Resources Division within five (5) working days for the date the Committee convened and finalized its determination to provide illness leave credits. The decision of the Committee shall be final and binding and not subject to the grievance procedure contained in the Agreement. The Superintendent's designee(s) will participate in this committee as explained in number 7 below.
- g. Superintendent's designee(s) shall be resource person(s) appointed by the Superintendent to assist the Catastrophic Leave Committee in carrying out its role. The Superintendent's designee(s) shall assist in auditing and monitoring audits and reports, and provide documentation to the Catastrophic Leave Committee, but shall not participate in decisions concerning actions on request for donation of accrued paid leave credits.
- h. The unit member receiving the leave credits will be compensated in seven (7) hour increments.
- i. Donated leave credits shall be logged in under the donor's name and deducted from each donor's accrued illness leave. Deducted illness leave days shall not be retrievable by the donating unit member. Unused illness leave days will remain in the catastrophically ill unit member's illness leave account.
- j. Notification to Unit Members of the Need for Donated Leave

The notification to unit members of the need for donated leave credits may include the following forms of communication:

- i) Newsletter prepared by the Association distributed to each PAU via Office mail

- ii) E-mail notification to the PAUs provided from the Central Office
- iii) Phone trees established by the Association
- iv) Site representatives

## C. Noncompensated Leaves of Absence

### 1. Legislative Leave

Every unit member who is elected to the California legislature shall be granted a leave of absence.

Within six (6) months following the expiration of the unit member's term of office, the unit member shall return to service. The remuneration shall be the salary schedule placement to which the unit member would have been entitled had he/she not absented himself/herself from service.

### 2. Personal Leave

A leave of absence without compensation may be approved, upon request, for up to a one-year period of time for the following purposes: care of the unit member's child, long term illness of the unit member, and long term care of an immediate family member of the unit member due to illness. A one-year extension of such leave may be granted by the Office. All other unpaid leaves of absence shall be at the discretion of the office. Requests for leaves of absence without compensation shall be initiated in writing to the immediate administrator and forwarded to Human Resource Services. Leave requests shall include the purpose and reasons for the leave and the beginning and ending date of the leave request.

### 3. Personal Business

A leave of absence for personal business without compensation may be approved at the discretion of the immediate administrator for a period not to exceed five (5) working days and, at the discretion of the Division Director, for a period not to exceed a total of fifteen (15) working days.

Requests for Personal Business Leave shall be submitted in writing to the immediate administrator at least one (1) workday prior to the desired leave period. The immediate administrator shall inform the unit member of leave approval or denial. Denial of such leave request shall not be arbitrary or capricious.

### 4. Military Leave

Unit members shall not receive compensation from the Office during extended Military Leaves, except as provided for in Section B.5 of this Article.

#### D. Family and Medical Leave (FMLA)

As provided by the California Family Rights Act of 1991 and the federal Family and Medical Leave Act of 1993, it is the intent of the Board of Education to provide unpaid family leave for eligible employees. The federal and State acts are intended to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity.

The Board understands that when family emergencies arise, requiring employees to attend to their seriously ill children or parents, or to newly-born or adopted infants, or to their own serious illness, employees need assurance that they will not need to choose between their jobs and meeting their personal and family obligations. This Board policy is intended to provide the job security to permit employees to tend to vital needs at home.

##### Reasons for taking Leave

Employees eligible for family and medical leave may take such leave for the following reasons:

1. To care for the birth or placement of a child for adoption or foster care.
2. To care for an immediate family member (spouse, child, or parent) with a serious health condition.
3. For a serious health condition that makes the employee unable to perform the employee's job.

##### Eligibility for Leave

Employees are eligible for unpaid family and medical leave if they meet the following conditions:

1. All unit members who have been employed full time for at least one (1) year.
2. Ten month employees will be deemed to have met the one year requirement if they serve the full school year.
3. Part time unit members who worked as full time employees for seventy-five percent (75%) including fully paid illness leave during the previous twelve (12) months preceding the commencement of the leave.
4. The unit member has the choice of the following options:
  - a. Exhaust all paid leave prior to the commencement of the FMLA/CFRA.
  - b. Exhaust all applicable personal necessity and all applicable illness leave prior to the commencement of the FMLA/CFRA.

- c. Utilize FMLA/CFRA concurrently with applicable personal necessity and illness leave.

#### Procedures for Requesting Leave

Employees requesting leave under this policy shall comply with the following procedures:

1. A thirty (30) days advance written notice shall be provided when the leave is "foreseeable."
2. When leave for a serious health condition is not foreseeable, a written notice is required upon learning of the need for the leave.
3. The superintendent may require medical certification to support a request for leave due to a serious health condition of the employee. If a second opinion is required, it shall be at the expense of LACOE.
4. When leave is planned for medical treatment, the employee shall attempt to schedule treatment so that the leave does not unduly disrupt the work schedule and requirements.

#### Period of the Leave

Employees granted leave under this policy shall be entitled to the following period:

1. An unpaid leave shall be granted for up to twelve (12) workweeks during each twelve (12) months immediately preceding the date of the commencement of the leave or onset of the condition that would qualify the unit member for the FMLA/CFRA leave.
2. Leave for birth, adoption, or foster care placement must conclude within twelve (12) months of the birth or placement.
3. During the period of the leave, the Office may require the employee to report his/her status and intention to return to duty.
4. Spouses employed by LACOE shall be jointly entitled to a combined total of twelve (12) workweeks of family leave for the birth or placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

#### Benefits While on Leave

Employees granted family or medical leave shall be entitled to the following benefits:

1. Medical coverage during the period of the leave at the same level of benefits and conditions that existed at the time the employee was working.

2. Any changes in medical benefit coverage that occurs during the period of the leave will be applied as if the employee was still working.

#### Definitions

As used for family and medical leave, the following definitions will be applied.

1. Eligible employee- means any full-time employee who has been employed for at least one year; twelve(12) months prior to the request for leave or part time unit member who worked as full time employees for seventy-five (75%) including fully paid illness leave during the previous twelve (12) months preceding the commencement of the leave. Employees on ten (10) months contracts who work full-time at least one (1) school year will meet the "eligible employee" definition.
2. Parent-means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. The term "parent" excludes parent "in-law" and grandparents.
3. Serious health condition-means an illness, injury, impairment, or physical or mental condition that involves:
  - a. inpatient care in a hospital, hospice, or residential medical care facility; or
  - b. continuing treatment by a health care provider for the period of incapacity requiring absence from work for more than three (3) calendar days.
  - c. continuing treatment of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.
4. Son or daughter-means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is:
  - a. under 18 years of age; or
  - b. 18 years of age or older and incapable of self-care because of a mental or physical disability.
5. Spouse-means a husband or wife; unmarried domestic partners are excluded from the definition of "spouse."

#### Return to Duty After Leave

Following the leave of absence under provisions of this policy, the following rights, burdens, and privileges shall apply.

1. Upon completion of the leave, the employee shall be entitled to the same assignment provided the position would have remained during the period of the leave.
2. Upon return to duty, LACOE shall continue the same level of benefits provided other employees of similar status without any form of requalification.
3. The employee shall not be entitled to any greater right to benefits and conditions of employment than if the employee had been employed continuously during the leave period.
4. Upon completion of a leave for the employee's serious health condition, a fitness for duty report to return to work shall be required.

In providing leave benefits contained in this policy, the Office shall comply with both the Federal Family and Medical Leave Act (FMLA) and State law that applies. In cases where a conflict in language may exist between the federal or State Act providing family and medical leave, the least restrictive language shall apply.

#### E. Reduced Work Program

Unit members may request on or before May 1 to reduce their workloads from full-time to part-time duties with retirement benefits as provided in this Section F effective for the following school year(s).

The option to request part-time employment under the terms of this section resides with the unit member. The decision to grant the request resides with the Office and shall be based upon needs of and benefits to the Office and the unit member. A reduced workload granted under the terms of this section may be revoked only with the mutual consent of the Office and the unit members.

Unit members who wish to reduce their workloads and maintain retirement benefits must meet the following requirements:

1. The unit member shall have reached the age of fifty-five (55) prior to the reduction in workload.
2. The unit member shall have been employed in this office full-time for at least 10 years.
3. The unit member shall have been employed full-time in a position requiring membership in STRS for at least 10 years, of which the immediate preceding five years were full-time employment.

The following conditions shall apply to reduced workloads granted according to provisions of this section:

1. The period of such part-time employment shall not extend beyond the end of the school year during which the unit member reaches his or her 65th birthday.

2. The period of reduced employment shall be for one or more years at a time, not to exceed five years.
3. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in the full-time position. The specific service requirement can be met in different ways as mutually agreed upon by the unit member and the office (e.g. the unit member can work at least half-time for the complete year, full-time for at least half year, etc.)

Unit members whose workloads are reduced from full-time to part-time under the provisions of this policy shall be subject to the following:

1. The unit member shall be paid a salary which is the pro rata share of the salary the employee would be earning had he or she not elected to exercise the option of part-time employment.
2. The salary received must be at least half the salary the unit member would have earned on a full-time basis.
3. The unit member shall contribute to STRS the amount that would have been contributed had the employee been employed full-time.
4. The office shall contribute to STRS an amount based upon the salary that would have been paid to the unit member had the unit member been employed full-time.
5. If part-time employment option is revoked upon mutual consent of the office and the unit member, the unit member shall return to full-time service.

During the period of participation in the reduced workload program, the unit member is entitled to all other rights and benefits for which payments are made that would be required if employed full-time, including health benefits as provided in Government Code Section 53201. Sick leave will accrue on a pro-rata basis.

The unit member who meets the minimum qualification and participation requirements is entitled to receive a full year of service credit and have the retirement allowance, as well as any other benefits, based upon the salary that would have been received if employed on a full-time basis.

The unit member failing to meet any of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary, and will not receive the service credit that would have been received if employed on a full-time basis.

F. Soledad Enrichment Action Charter School (SEA) Unit Members Vacation

1. General Provisions

- a. SEA unit members' vacations shall be taken with prior authorization by the immediate administrator. Approval or denial of the SEA unit member's vacation request shall be based on a) ensuring program integrity, b) ensuring program continuity, and c) availability of qualified replacements.
- b. Legal holidays falling within a vacation period shall not be charged to the SEA unit member's vacation.
- c. No SEA unit member while on paid vacation shall be permitted to work for a school district within Los Angeles County in any capacity for which compensation is received.
- d. Upon request by the SEA unit member, earned vacation may be taken when the SEA unit member is ill, whether or not he/she has exhausted earned sick leave. The use of vacation in lieu of illness leave does not need prior authorization as indicated in E.1.a above.

2. Entitlement

- a. SEA unit members assigned to Salary Schedule D shall earn vacation at the rate of two (2) days for each month of full-time service (24 days per year). For vacation accrual, full-time service means that the SEA unit member must be on full-paid status for at least eleven (11) working days of the calendar month.

3. Vacation Allowance upon Termination

The monetary value of accrued vacation time up to a maximum of forty-eight (48) working days shall be paid to SEA unit members who terminate from service, and to any SEA unit member granted an unpaid leave of absence of any time for a period of six (6) calendar months or more.

4. Vacation Procedure

- a. Vacation requests for "off-season" time, i.e. other than around holidays and for summer, will be processed by the site administrator on a first come, first served basis, upon item E.1.a above.
- b. Vacation requests for holidays and summertime, "on-season time", shall be requested during the month of May for the period of July 1 to December 31; and during the month of October for the period of January 1 to June 30<sup>th</sup>. A calendar of vacation requests shall be posted by July 1 and January 1 respectively.
- c. Vacation requests for such activities as cruises, tours, or any other type of activity that requires advanced reservations and commitment may be made and considered

at any time. Approval or disapproval shall be communicated to the SEA unit member within five (5) days of receipt of the requests.

5. Vacation Conflict Resolution

When the program needs and replacement needs referred to in E.1.a above are met, but SEA unit members have conflicting vacation requests, the immediate administrator shall call a conference of all parties whose requests combine to produce conflict and attempt to resolve problems through mutual accord and compromise. Priority shall be given to vacation request for blocks of time over intermittent days, such as every Wednesday or every other Monday and Friday. If this conference is unsuccessful, the administrator shall give preference to the SEA unit member with the longest Office seniority.

If a conflict arises between SEA unit members with the same seniority date, lots shall determine whose request shall be granted. Once the SEA unit member's seniority option has been exercised, the SEA unit member moves to the bottom of the vacation preference list at that administrative unit or site for the following year.

SEA unit members administratively transferred during a school year shall retain their previously approved vacation choices. SEA unit members voluntarily transferred during the school year shall be subject to the conflict resolution stated in the above paragraphs.

Requests for change of vacations can be approved by the immediate administrator so long as no other SEA unit member's vacation priority is compromised or usurped.

## **ARTICLE VIII - PROCEDURES FOR EVALUATION OF PERFORMANCE**

### **A. General Principles**

The Office and the Association agree that the principal purpose of the evaluations is to improve and strengthen the quality of the instructional program and to improve unit member performance and the other services offered by the Office.

1. The Office retains the sole responsibility for the evaluation and assessment of performance of each unit member, subject only to procedural requirements included in the Article. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the Office, nor shall it contest the judgment of the evaluator. Grievance concerning evaluation shall be limited to a claim that the procedures of this Article have been violated or unreasonably applied.
2. While the Office and Association recognize that these evaluation procedures may culminate in disciplinary action, dismissal or non-rehiring of unit members, it is also recognized that discipline and termination proceedings may in appropriate cases be undertaken independently of these evaluation procedures.

### **B. Definitions**

1. Evaluator - The evaluator is the immediate administrator or designee. When a unit member has been assigned to more than one immediate administrator, the Division Director or designee shall determine the evaluator for the purposes of this Article and the unit member shall be informed of this determination. Non-office personnel or other unit members shall not be determined as evaluators.
2. Public - A member of the public shall mean any person other than Office employees or students.

### **C. Establishment of Performance Objectives**

1. Unit members shall submit in writing to the evaluator proposed specific objectives and standards within thirty (30) workdays from the commencement of the school year. An extension of the thirty (30) day requirement may be made by the evaluator for extenuating circumstances.
2. The unit member and evaluator shall attempt jointly to determine the performance objectives and standards for the school year.
3. If the unit member and evaluator are unable to agree, the evaluator shall determine the performance objectives and standards.

4. Unit members who do not agree with the performance objectives and standards established by the evaluator have a right of appeal as provided in Section N of this Article.

#### D. Content of Performance Objectives

The performance objectives and standards shall be related to the unit member's instructional duties and shall incorporate the Board of Education's objectives and standards for the grade level and area of study.

The unit member's performance plan shall reflect the above and include:

1. A description of the job assignment including:
  - a. curriculum content areas
  - b. program
  - c. type and level of students
2. A description of unique conditions pertaining to the assignment, characteristics of students, staffing, materials and facilities.
3. Available baseline performance data on assigned students.
4. Techniques and methods to be used to manage student behavior and maintain an appropriate learning environment.
5. A description of methods of communication with pupils, parents, teachers, administration and other appropriate agencies and individuals.
6. A professional growth plan which guides the development of the unit member as a professional educator.
7. The unit member's performance plan may include other appropriate objectives mutually agreed upon by the unit member and the immediate administrator.

#### E. Evaluation Elements

The Office shall evaluate unit member's competency as it reasonably relates to:

1. Assessing learning by measuring progress of pupils.
2. Instructional techniques and strategies which reflect clear objectives accomplished using planned instruction and designed learning experiences.

3. Engaging and supporting all students in learning.
4. Adherence to curricular objectives which demonstrates understanding and organization of subject matter and more specifically includes the following:
  - a. Special Education unit members
    - 1) implementation of annual division curriculum goals.
    - 2) implementation of long-term goals and objectives as specified in IEP.
    - 3) implementation of the unit member's instructional objectives and activities.
  - b. Division of Student Programs Unit Members
    - 1) implementation of division curriculum goals.
    - 2) implementation of division course of study in the assigned area.
    - 3) implementation of the unit member's instructional objectives.
5. Establishment and maintenance of effective learning environment within the scope of the unit member's responsibilities which:
  - a. meets individual pupil needs
  - b. reinforces learning activities
  - c. organizes the educational program in a manner that fosters safety
  - d. enhances pupil on task behavior
6. Communication skills:
  - a. communication systems specified in the Performance Plan
  - b. written communication shall be neat, complete, easily understood and timely
  - c. oral communication shall be easily understood by those with whom the unit member comes in contact.
  - d. written and oral communication shall reflect acceptable language usage.
7. Adherence to this contract and the California Code of Ethics.
8. The unit member's assignment, job description, adjunct duties or responsibilities.

#### F. Modification of Performance Objectives

1. Performance objectives and standards may be modified at any time.
2. Modification of performance objectives and standards may be initiated by the unit member or evaluator.
3. The modification of performance objectives and standards are subject to provisions of Section D and Section E of this Article.
4. Modification of or additional performance objectives may be determined by the immediate administration in other appropriate areas in addition to those specified in Section D of this Article, Evaluation, when the unit member has been informed of any less than satisfactory performance.

#### G. Methods of Assessment

1. The evaluator may utilize, but is not limited to, the following methods of assessing performance:
  - a. Personal observations
  - b. Pupil progress
  - c. Review of pupil records
  - d. Other appropriate, documented and pertinent input.
2. For each evaluation period the evaluator shall conduct at least one personal observation of the unit member's performance, which has been planned and scheduled.
3. The evaluator may observe the unit member's performance at any reasonable time. When possible, the unit member shall receive prior notification that an observation for evaluation purposes will be conducted. It is understood that unit members shall be prepared to be observed for evaluation purposes at all times.
4. Within a reasonable period, but no later than twenty (20) working days after the observation; a conference with the unit member shall be held by the evaluator to discuss the observation.
5. Unit members may within ten (10) workdays of the observation conference, attach comments to the observation report made by the evaluator. Upon extenuating circumstances as determined by the evaluator, the evaluator may grant an additional five (5) workdays for the comments to be submitted.

## H. Evaluations

1. Regular evaluations shall take place on or before May 10.
2. Probationary unit members will be observed at least two (2) times each year and be evaluated at least once yearly. Permanent unit members shall be evaluated at least once every two (2) years.
3. Counselors, School Nurses and Head Start Specialists shall be evaluated at least once yearly in their first two (2) years of service and once every two (2) years thereafter. Permit and Variable Term Waiver teachers shall be evaluated at least once yearly.
4. Written evaluations shall be provided and discussed with unit members. Unless otherwise required by extenuating circumstances neither the evaluator nor unit member shall have a representative present at an evaluation conference.
5. The unit member may attach a written response to the evaluation within ten (10) workdays. Upon extenuating circumstances as determined by the evaluator, the evaluator may grant an additional five (5) workdays for a unit member's response. A response to a negative evaluation or portion thereof may include pertinent, appropriate documentation.
6. Whether or not the unit member agrees with the evaluation, the unit member shall acknowledge receipt of the evaluation by signing the evaluation form.
7. Unit members may appeal the contents of an evaluation in accordance with appeal procedures in Section N of this Article.

## I. Evaluation Forms

1. Evaluation forms may be modified by the Office only after consultation with the Association.
2. A copy of the evaluation form shall be provided unit members within a reasonable time after the commencement of each school year.

## J. Evaluations Less Than Satisfactory

1. Evaluations which are less than satisfactory shall be provided and discussed with unit members prior to March 1, except in cases wherein the less than satisfactory performance occurs or continues to occur after March 1.
2. The unit member retains the right to discuss the matter and give input to the evaluator regarding the less than satisfactory evaluation and recommendations within ten (10) working days. Upon extenuating circumstances as determined by the evaluator, the evaluator may grant an additional five (5) workdays for the unit member to discuss the matter.

3. Less than satisfactory evaluations of performance shall not be predicated upon personal activities which have not impact upon the unit member's effectiveness as an employee or upon the image of the Office.
4. Less than satisfactory evaluation of performance shall not be predicated upon the unit member's use of controversial teaching materials or open exchange of ideas, provided that such materials, as determined by the evaluator, are consistent with the age and maturity level of the students and are consistent with the Office's educational and curriculum goals, policies and guidelines.
5. A regular or a special evaluation which is less than satisfactory, shall include:
  - a. A written description of the performance deemed less than satisfactory;
  - b. Recommendations on how to improve; and,
  - c. Other assistance as appropriate and reasonable.

An evaluation less than satisfactory may include an augmented performance plan.

6. When a permanent unit member has received an unsatisfactory evaluation, he/she shall be evaluated at least annually until a satisfactory evaluation is received or, the unit member is separated from the Office.
7. Evaluations less than satisfactory may be appealed by the unit member in accordance with the appeal procedure, Section N of this Article.

#### K. Information of a Derogatory Nature

No information of a derogatory nature may be used for evaluation purposes or placed in a unit member's permanent personnel file unless the following procedures have been followed:

1. The evaluator shall review the derogatory information received by the Office with the unit member in a timely manner, which in no event shall be later than twenty (20) workdays from receipt of the information by the evaluator.
2. If the material is to be utilized for evaluation and/or placed in the unit member's permanent personnel file, the unit member shall be so advised and provided a copy of the material.
3. The unit member retains the right to attach a written rebuttal as a part of the permanent personnel file within ten (10) work days. If the material is identified as a reprimand,

the unit member shall have five (5) additional days to attach a rebuttal. Upon extenuating circumstances as determined by the evaluator, the evaluator may grant an additional five (5) workdays for the rebuttal to be submitted.

4. Derogatory information not properly placed in the unit member's permanent personnel file may not be used for any disciplinary purposes such as termination, suspension, demotion, administrative transfers or administrative reassignments.
5. Derogatory information determined to be untrue by the evaluator shall not be placed in the unit member's permanent personnel file.

#### L. Public Complaint

In addition to the procedural safeguards enumerated in Section K, 1-5 above, if the information is received from a member of the public, the unit member shall be provided, except in compelling circumstances, written or oral notice of same, an opportunity to discuss the contents of the information, to review any verification of the allegation and, if appropriate, to resolve the matter with the complaining party, together with the immediate administrator. Unless such complaint has been reduced to writing, no disciplinary action on that complaint may be taken.

#### M. Files

1. Each unit member shall have one personnel file. That file shall be located in the Human Resources Office. Unit members shall have the right to inspect the contents of their personnel file. Such inspection shall be made only during non-duty hours for the unit members and during normal office hours. Any material obtained for initial employment or promotion thereafter shall not be part of the personnel file for this purpose of inspection. The Office shall maintain appropriate confidentiality control of unit member's personnel files.
2. The work product file maintained by the immediate administrator shall not be transferable to other sites or evaluators.

#### N. Appeal Procedures

1. Unit members shall be provided ten (10) working days for the opportunity to attach a rebuttal on any material placed in the personnel file except that obtained for initial employment or for promotional applications. Upon extenuating circumstances as determined by the evaluator, the evaluator may grant an additional five (5) workdays to attach a rebuttal.
2. Unit members may appeal disagreements with their evaluator on matters relating to performance objectives and standards or modifications thereof, assessment methods, or the content of the evaluation to the Administrator of Human Resources or designee. The Administrator of Human Resources or designee shall make the final determination.

3. Both the evaluator's immediate administrator and the unit member shall have the right to have one representative present at the appeal conference.

O. Working Day

Working day for the purposes of Article VIII, Procedures for Evaluation of Performance, shall mean any week day which has not been declared a holiday by the State of California or the Board of Education, and any recess day established by the Board of Education for the program to which the unit member is assigned.

P. Probationary Teachers

The parties recognize that probationary unit members are legally entitled to additional assistance during their probationary period. To this end, the Office shall provide a common orientation for new employees. Additionally, the Office shall notify the Association of probationary unit members who have received an unsatisfactory evaluation. The Association shall be entitled to represent probationary unit members in such matters.

1. Probationary unit members who receive an unsatisfactory evaluation at the end of the first year shall have two (2) scheduled observations before January 30 of the second year.
2. Upon request from a probationary unit member the principal shall designate a master teacher, mentor teacher, teacher on special assignment or support teacher to provide assistance to the probationary unit member.

## ARTICLE IX - COMPENSATION

### A. General Salary Provisions

1. Each unit member shall be assigned to an appropriate salary schedule described in this Article.

Administration of the respective salary schedules shall apply uniformly to all affected unit members as set forth in this Article.

2. Unit members serving less than the required number of working days shall receive an annual salary which bears the same ratio to the established annual salary as the number of required working days served bears to the number of days required for the school year.
3. Mandatory deductions from gross earnings are those required by law and include such items as federal and state income tax and State Teachers Retirement System or any deductions contained in this Agreement.
4. Optional deductions are those deductions the unit member may elect to have taken from gross earnings. Such deductions are made for items and services provided for by law, made available by the Association and approved by the Superintendent. Optional deductions must be initiated in writing by the unit member and will continue to remain in effect until the Office receives in writing from each unit member a notice withholding the authorization for such deduction.

Should a unit member's deductions exceed his/her earnings for a given month, the Office shall delete one or more of the voluntary deductions so as to reduce the aggregate deduction to a sum less than or equal to the gross earnings.

5. All college or university credits or degrees referred to in this Article which determine salary schedule placement or advancement shall be verified by official transcripts and shall be credits which are acceptable to the University of California, or earned from a college or university accredited by the Federation of Regional Accreditation Commissions of Higher Learning.

Such credits shall be for courses appropriate to an intended office assignment as reasonably determined by the Office. In addition, School Nurses may utilize continuing education classes for column advancement subject to the conditions enumerated in Section E of this Article.

6. If an error has been made in salary schedule placement, it shall be corrected when noted. If the error results in underpayment, the unit member shall receive the amount of underpayment. If an overpayment of salary has been made, the unit member shall be responsible for full repayment to the Office. Unit members are responsible for informing Human Resource Services of any salary error upon discovery. The unit member shall be

notified of any salary adjustment and be provided reasonable options of repayment to the Office prior to the adjustments.

7. All units referred to in this Article shall be semester units. Quarter units are converted to semester units by multiplying the quarter unit by two-thirds (2/3). If this multiplication results in a fraction of one-half (1/2) or more it shall be rounded off to the next higher whole number. If the fraction is less than one-half (1/2) it shall be rounded off to the next lower whole number.
8. It is the intent of the Office to issue salary warrants on pay day to all unit members present at their assigned site.

If the Office is unable to deliver issued salary warrants to the unit member's site, the Office will make appropriate arrangements with affected unit members. Any travel necessary on the part of unit members to accomplish delivery of salary warrants shall be reimbursed in accordance with Office policy.

#### B. Salary Schedule Assignment

1. Unit members shall be placed on salary schedules as follows:

- 10-month regular teacher assignment - Schedule A
- 10-month fully credentialed SLP assignment - Schedule A-SLP
- 10-month regular teacher assignment over an 11-month period - Schedule B
- 10-month fully credentialed SLP assignment over an 11-month period - Schedule B-SLP
- 10-month regular permit teacher assignment - Schedule C
- 11-month regular permit teacher assignment - Schedule I
- 10-month counselor assignment (183 days) - Schedule G
- 11-month counselor assignment (218 days over 12 months) Schedule H
- 11-month regular teacher assignment (218 days over 12 month period) - Schedule D
- 12-month fully credentialed SLP assignment - Schedule D-SLP
- Soledad Enrichment Action (SEA) Charter School Only:
  - 12-month SEA teacher assignment - Schedule D
  - 12-month SEA counselor assignment - Schedule H

2. Salary for summer school (extended year) for unit members on Salary Schedule A, A-SLP, B, B-SLP, C, G, or I is indicated in Article XIV of this Agreement.

C. Initial Placement

1. Placement on Salary Schedules A, B, D, G, and H shall be determined by the credited years of prior experience as shown in the following table:

| Years of Prior Experience | Step |
|---------------------------|------|
| None                      | 1    |
| 1                         | 2    |
| 2                         | 3    |
| 3                         | 4    |
| 4                         | 5    |
| 5                         | 6    |
| 6                         | 7    |
| 7                         | 8    |
| 8                         | 9    |
| 9 or more                 | 10   |

2. Placement on Salary Schedules A, A-SLP, B, B-SLP, D, D-SLP, G, and H shall be determined by the credited years of prior experience as shown in the following table:

| Years of Prior Experience | Step |
|---------------------------|------|
| None                      | 1    |
| 1                         | 2    |
| 2                         | 3    |
| 3                         | 4    |
| 4                         | 5    |
| 5                         | 6    |
| 6                         | 7    |
| 7                         | 8    |
| 8                         | 9    |
| 9 or more                 | 10   |

3. Prior experience determining initial placement shall be verified by letter from the previous employer. Prior experience shall be credited if the unit member:
  - a. Was on full-time paid status for seventy-five percent (75%) of the regular school-year period.
  - b. Possessed or could have possessed a valid California credential authorizing service forth unit member's position during the experience period in question.
  - c. Was with a public agency in an equivalent position or in an equivalent position with a private school meeting the following criteria:
    - 1) The private agency requires the staff to possess an equivalent credential(s) as required by a like public school, and

- 2) The private agency is recognized by or is a member of an association such as the Association of Independent Schools, California Association of Private Special Education Schools, Western Association of Schools and Colleges, or Western Association of Christian Schools.

Prior experience used to determine initial placement for School Nurses shall be given for actual experience in a private or public agency requiring an RN degree if the unit member possess or could have possessed a valid California School Nurse credential at the time of such experience.

Prior experience used to determine initial placement for Counselors shall be given for actual experience as a Counselor, School Psychologist\*, and/or Teacher\* for an employer in the private sector or in an academic setting if the unit member possessed a valid California Counseling credential at the time of such experience. The employment must be for seventy-five percent (75%) of a regular school year for academic credit or seventy-five percent (75%) of a calendar year for private sector credit.

\* School psychologist and/or teacher experience allowed for unit members hired on or after 7/1/07.

4. Commencing September 1, 1985, unit members advanced from Salary Schedule C and I to initial placement on Salary Schedules A, A-SLP, B, B-SLP, D, or D-SLP shall receive experience credit as a Permit Teacher using the criteria of two (2) years' experience to equal one (1) year of prior experience for salary credit placement.

#### D. Step Advancement

Advancement to a higher step of the assigned salary schedule shall occur at the commencement of the ensuing school year after completion of the required service days in regular paid status.

Required service for full-time unit members for step advancement shall be 137 workdays in regular paid status for unit members assigned to Salary Schedules A, ASLP, B, B-SLP, C, G or I, and 183 workdays in regular paid status for unit members assigned to Salary Schedule D, D-SLP, or H.

Unit members serving on the basis of variable term waivers, emergency permits and interns shall qualify for step advancement in the same manner as unit members serving under a valid California credential.

Part-time unit members who serve each work day at a reduced assignment shall qualify for step advancement in the same manner as full-time unit members.

Part-time unit members whose assignment is less than five (5) days per week shall be advanced one step on the schedule at the beginning of the school year following completion of 137 days for 10-month or 11-month unit members or 183 days for 12-month unit members, such days to be calculated from the time of their latest step placement.

## E. Column Advancement

Advancement to a column providing a higher salary shall be based on training verified by official transcripts.

Unit members on Salary Schedules A, A-SLP, B, B-SLP, C, D, D-SLP, G, H or I advancement to a higher salary column shall be effective September 1, February 1, April 1, and July 1 following completion of the requirements on or before the first day of the month the higher salary is to take effect for said column placement. Official transcript dates of the completion of degree awards or qualifying units taken shall be utilized for purposes of salary placement.

Lower division course work related to the unit member's assignment or credential(s), may be credited for Salary Schedule Column Advancement on schedules A, A-SLP, B, B-SLP, C, D, D-SLP, G, H or I when:

The unit member has filed, not less than twenty (20) days prior to enrollment, a statement with Human Resource Services of intent to enroll in such course(s) and a description of the course(s) content and its applicability to credential or assignment.

Human Resource Services shall communicate approval, or denial with rationale, to the unit member within ten (10) days of receipt of such intent.

In the event the course work is not approved, the unit member may appeal to a Committee which shall be established as follows:

The Superintendent, or designee, shall appoint two (2) management employees to the Committee, one of which shall be the Chairperson, and the Association shall appoint three (3) unit members to the Committee.

The decision of the Committee shall be by majority vote and shall be binding on all parties.

Unit members may utilize Office sponsored professional development training or continuing education related to their assignment for column advancement subject to the following:

1. Continuing education classes must have prior approval of the Office.
2. The unit member attended the full duration of the training activity.
3. The training occurred outside the unit member's workday.
4. Fifteen (15) clock hours of Office sponsored professional development training or continuing education shall be considered one (1) semester unit. Ten (10) hours of continuing education classes shall be considered one quarter (1/4) unit.

5. A maximum of two (2) semester units or four (4) quarter units each fiscal year may be applied towards salary column advancement.
6. No credits for Office sponsored training or continuing education taken prior to July 1, 1999, shall be utilized towards salary column advancement pursuant to this section.
7. Office sponsored professional development training and continuing education credits shall be verified by certificate signed and dated by the presenter describing the training and hours participants attended the training.

Unit members who are employed as School Nurses may utilize continuing education classes for column advancement subject to the following:

1. Continuing education classes must receive prior approval and be given a provider number by the California State Board of Registered Nursing.
2. Fifteen (15) hours of continuing education classes shall be considered one (1) semester unit. Ten (10) hours of continuing education classes shall be considered one quarter (1/4) unit.
3. A maximum of two (2) semester units of continuing education classes every two (2) fiscal years may be applied towards salary column advancement.
4. No continuing education classes taken by School Nurses prior to July 1, 1980, shall be utilized towards salary column advancement pursuant to this section.

#### F. Doctoral Stipend

Effective July 1, 2014, unit members holding an earned doctorate degree shall receive stipend of fifteen hundred dollars (\$1,500) year paid in equal increments monthly during the regular school year.

The doctoral degree shall be subject to the requirements enumerated in Section A.5. of this Article IX, Compensation.

Unit members receiving an earned doctorate after July 1, 2014, shall receive the above stipend in accordance with Section E of this Article IX, Compensation.

#### G. Salary

##### 1. Comparability/Equity Adjustment

Between June 1 and June 30 of each fiscal year the Office shall make a compensation comparison of the below listed points on salary schedules A and H with the corresponding comparable benchmark of each unified school district in Los Angeles County as defined in the Office survey (as published in the Office's annual final report, "District Survey of Salaries in Los Angeles County", which includes the ranked

distribution of unsettled districts salaries as reported as of June each year.) The study will include total compensation defined as base salary as determined by the salary schedule; and health and welfare benefits as determined by the average employer contributions to certificated bargaining unit employees' medical, dental, life, and vision insurance; and mental health services such as EASE and/or an Employee Assistance Program (EAP). The Office and the Association shall develop a memorandum of understanding to identify the calculation of total compensation to be used.

If the compensation comparison shows that any point listed below, rounded to the nearest one-hundredth of a percent (0.01%), is at least one percent (1.00%) lower than the median of all the unified school districts, then the appropriate column(s) will be increased by the percentage necessary to bring the comparison benchmark(s) to the median.

1) Salary Schedules A, B, and D Benchmark

Step 18 of Column VI will control all Columns and will be compared to the District step which corresponds to twenty (20) years of service and comparable education.

2) Salary Schedules G and H Benchmarks

Step 10 of Column B will control Columns A and B.

Any increases, due to this provision, shall be effective prospectively for implementation of equity adjustments for the fiscal year following the end of the year in which the data was collected, as follows:

Effective July 1 for salary schedules D and H.

Effective the beginning date of the regular school session each fiscal year for salary schedule schedules A, B, and G.

2. When reaching an agreement concerning the application of a percentage for a cost of living increase, the Office and LACEA will meet to determine collaboratively the distribution on the salary schedules. The full percentage of any living increase will be placed on those salary schedules' benchmarks referenced above in section G.1. Comparability/Equity Adjustment.
  - a. Effective July 1, 2018, all unit members' salary schedules shall reflect a three percent (3.0%) across the board salary improvement over the 2017-2018 LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP.
  - b. Effective July 1, 2019, all unit members' salary schedules shall reflect a three percent (3.0%) across the board salary improvement over the 2018-2019 LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP.

### 3. Provisions Regarding Adjustments

- a. The adjustments of the salaries shall be made to the nearest one hundredth of one percent.
- b. Within five (5) days after the Office has provided the Association with calculation data, the Office and Association agree to meet prior to any salary schedule adjustments as described in this section for the purpose of discussing and clarifying the calculations. Should a dispute arise after such meeting has taken place, the Association may proceed immediately to the arbitration level of Article V, Grievance Procedure for resolution of the dispute. The Association will provide the Office with a written explanation regarding all issues and contentions for arbitration and will allow at least five (5) days to resolve the differences after delivering the written explanation. Notwithstanding the filing for arbitration, the Office may implement the Office's calculated salary increases during the pendency of the arbitration.

### H. Compensation for Extended Instructional Minutes

#### 1. Extended Instructional Minutes Compensation

- a. Division of Student Programs and Division of Alternative Education

Unit members assigned to classrooms where the instructional minutes exceeds 300 minutes, shall be paid additional salary at a rate based on the unit member's placement on Salary Schedules A, A-SLP, B, B-SLP, C, D, or DSLP, or I. This new regular monthly salary shall be computed by multiplying the present regular monthly salary rate of the unit member by a factor of .143 rounded to the nearest cent and added to the present regular monthly salary. Pay for the additional instructional time shall be computed on a quarter (1/4) hour basis.

- b. Division of Special Education

Classroom Teachers - Unit members assigned to classrooms where the instructional minutes exceeds 300 minutes shall be paid additional compensation as follows:

- 1) Stipend - Unit members in classroom teaching positions who work beyond 300 instructional minutes and between three hundred one (301) and three hundred twenty-four (324) instructional minutes will be paid a stipend in lieu of a preparation period or portion thereof, calculated on a substitute teacher base rate, which is paid twice per year as follows: In the month of February for the first semester and in the month of July for the second semester. See attached Appendix H - Extended Day and Extended Minutes and the table attached thereto for minutes and corresponding stipend amounts.
- 2) Hourly Rate—Unit members in classroom teaching positions who work beyond 300 instructional minutes and between three hundred twenty-five (325) and three

Hourly Rate hundred sixty (360) instructional minutes will be assigned a designation of Extended Minutes teacher's hourly rate ("EM"), at quarter hour increments, e.g., EM 30, EM 45 or EM 60, up to a maximum of 60 minutes per day, which is paid monthly beginning in September and ending in June. The unit member will be paid a salary at a rate based on the unit member's placement on Salary Schedules A, A-SLP, B, B-SLP, C, D, D-SLP, or I. This new regular monthly salary shall be computed by multiplying the present regular monthly salary rate of the unit member by a factor of .143 rounded to the nearest cent and added to the present regular monthly salary. Pay for the additional instructional time shall be computed on a quarter (1/4) hour basis.

DIS Personnel—For purposes of extra pay for DIS personnel only, the instructional minutes shall be measured by the average instructional minutes on the schedule prepared and approved pursuant to 3.b. below. The 300 minutes instructional time excludes I.E.P.'s, parent conferences and teacher consultations unless these activities replace previously scheduled instructional time.

## 2. Extended Day Compensation

### a. Division of Student Programs and Division of Alternative Education

Unit members required to supervise or instruct pupils beyond seven (7) hours routinely, shall be compensated in accordance with Section I of this Article.

### b. Division of Special Education

Unit members required to supervise or instruct beyond the seven (7) hour day, routinely, will be compensated based upon the specific Extended Day ("ED") designation, in five (5) minute increments, e.g., ED 5, ED 10, ED 15, etc., and calculated on the assigned teacher's hourly rate of pay, which is paid monthly.

## 3. Off Track

a. While off-track, all unit members will be given the option to work an intercession at the sub rate of pay of \$180.00.

b. Unit Members are required to work one (1) intercession between 240-300 instructional minutes daily as determined by the Office. Unit members will maintain their daily rate of pay regardless of the number of instructional minutes during the intercession.

## 4. DIS Personnel and DSP Support Staff

Except for unusual circumstances, the workload assigned to DIS personnel and DSP support staff should fall within the established requirements of this Agreement regarding pupil instructional time and hours required by staff to be at the work site. (Article VI,

Section A and B and Article XII, Sections C, D, and F). However, it is understood that in some unusual circumstances, a work schedule may exceed the above limitation. In such circumstances DIS and DSP support staff will be eligible for extra pay if the following conditions are met:

- a. This provision is limited to TSA, RSP and SLP staff at eight (8) hour DSP sites, Special Education DIS personnel who are assigned to a six (6) period instructional day at intermediate and high schools and to school nurses authorized by the Office as part of their regularly assigned hours.
- b. The individual unit member shall prepare a semester schedule which shall be presented to the administrator for written approval. The schedule should be revised in order that it not exceed 300 minutes per day of direct pupil instruction time nor require more than seven (7) hours on site as set forth in Article VI, Section B, nor shall this schedule violate the staffing limits set forth in Article XII, Sections C, D, and F. This schedule shall also include the mileage and travel times between work sites.

After thorough consultation with the unit member, if the administrator is unable to design a schedule which is limited to 300 instructional minutes per day, seven (7) hours on site and staffing limits, then upon written request by the site administrator and approval by the Regional Director, the unit member shall be paid extra duty pay for the required time according to the pay formula set forth in H.1. above. This approval for extra pay shall be for one (1) semester for Special Education and one (1) year for JCCS.

5. This extra pay shall not be considered part of any regular assignment, nor shall the district be required to provide notice under the provision of the Education Code for the reduction or elimination of such pay for these unit members. The pay ceases automatically at the end of each authorization or upon the revision of the schedule which required the extra pay.

#### I. Salary, Short Term, Extra Work

Unit members assigned to schedules A, A-SLP, B, B-SLP, D, or D-SLP, may be assigned to perform teaching instructional duties beyond 300 minutes and beyond the on-site requirement as defined in Article VI of the Agreement. This Agreement excludes any night school, or driver training activities.

All unit members on salary schedules A, B, C, or D assigned to such additional instructional time shall be paid additional salary at a rate based upon the unit member's step column placement on Salary Schedule A. The hourly salary shall be computed by multiplying the daily salary rate based on schedule A by a factor of .143 rounded to nearest cents for each hour of instructional time.

All unit members on salary schedules A-SLP, B-SLP, or D-SLP assigned to such additional instructional time shall be paid additional salary at a rate based upon the unit member's step column placement on Salary Schedule A-SLP. The hourly salary shall be computed by multiplying the daily salary rate based on schedule A-SLP by a factor of .143 rounded to nearest cents for each hour of instructional time.

These hourly salary rates shall apply to the assigned instructional time excluding any commuter time. Pay for the additional instructional time shall be computed on a quarter (1/4) hour basis.

Unit members shall be entitled to travel reimbursement, pursuant to Board policies, for any travel required to perform the additional instructional duties.

#### J. Extra Pay for Coaching Duties

Coaching duties will be compensated on the following basis:

- a. Effective July 1, 1995, a seasonal rate of \$2,200.00 for all sports per a complete season, or pro-rata amount for less than a full season. Dates of which shall be determined by the Division Director.
- b. An additional amount of \$1800 will be made available, for football only, to pay for additional coaches.
- c. All payment to be made at the completion of the season.
- d. Unit members shall be entitled to travel reimbursement, pursuant to Board policies, for any travel required and approved by the Division Director.

#### K. Salary Base and Work Year

Unit members assigned on Salary Schedules A, A-SLP, B, B-SLP, C, G, and I shall be paid at a daily rate which is computed by dividing the annual salary by the number of required workdays, including in-service days. The required annual workdays including in-service days each year covered by this Agreement shall be 183 days (DSE).

Unit members assigned on Salary Schedules D, D-SLP, and H shall be paid at a daily rate, which is computed by dividing the annual salary by the number of workdays in the fiscal year.

Effective July 1, 2017, the work year is 218 days consisting of 188 regular instructional days and 30 days of intersession during the summer. The work year is divided into three (3) tracks. members shall work two (2) of the three (3) tracks in the summer, winter, and spring. Unit members will be provided 25 non-work days on Track A, B, or C as designed on the Division of Student Programs Master Calendar.

All DSP unit members (including 10 month employees) will be on a compacted salary schedule which reflects 26 steps (Salary schedule for 11 month employees is attached).

## L. Insurance Fringe Benefits

1. The Office shall provide or make available to each unit member medical and health insurance benefits.
  - a. The benefits plan established pursuant to the collective bargaining agreement shall be for the purpose of providing for the medical, dental, vision, and life benefits for unit members, dependents, and domestic partners as defined in Article II Definitions and retirees and their dependents.

The Associations and Union have formed a Joint Benefits Committee, comprised of three (3) members from each bargaining unit and management (to be determined by each group), to negotiate with the Office changing carriers, Office contribution, eligibility, the amount of The LACOE Employee Health and Welfare Account balance, benefit coverage in the various plans, enrollment and termination rules and procedures. The procedures to be followed regarding voting, tie vote, and deadlock are set forth in the “Joint Benefits Committee Appendix” attached to this Agreement, which is incorporated herein by reference.

By way of a Memorandum of Understanding (MOU), the parties agreed to, and did create “The LACOE Employee Health and Welfare Account.” A copy of the MOU is attached to this Agreement, which is incorporated herein by reference.

- b. The LACOE Employee Health and Welfare Account (formerly the “Trust Surplus Fund Balance”)
  - 1) The parties agree to designate The LACOE Employee Health and Welfare Account funds and interest ( hereinafter “Health & Welfare Account”) in excess of the actuarially appropriate resources for run-out costs as restricted funds to be used for medical, dental, vision and life for active employees and dependents, and medical, dental, and vision for retirees and spouse or domestic partner.
  - 2) The parties agree to allot 2 million dollars to be designated for retiree benefits which shall cover the contribution to California Public Employees’ Retirement System (hereinafter “PERS”) only referenced in ¶2.f.(i.), with the excess Health & Welfare Account funds to be negotiated to what is in the best interest of the active employees including but not be limited to retiree benefits. Effective January 1, 2007, the \$2 million dollars allotted for retiree benefits shall be used for retirees who are not eligible or no longer eligible for Years of Service Benefits, and shall be billed to the Joint Benefits Committee quarterly.
  - 3) Starting with the quarter of October 1, 2007, through December 31, 2007, the Office will provide the Joint Benefits Committee with an accounting and invoice that shows the Office and employee health and welfare contributions, and the payments to the health care vendors, which shall reflect the retrospective actual payouts starting with that quarter. For calendar year January 1, 2011, through December 31, 2011, the Health & Welfare Account funds shall be used to cover

rate increases in the 2011 insurance premiums for the medical, HMO dental, and life, plus claims and administrative fees for the PPO dental plan and the vision plan for unit members, dependents, and domestic partners as defined in Article II, Definitions, excluding the PERS 2011 rate increase for retirees and their spouses or domestic partners (i.e., ¶2.f.i) whose rate increases shall be paid from the “\$2 million dollar fund” allotted for retiree benefits.

- 4) The Joint Benefits Committee shall monitor the Health & Welfare Account balance to ensure that funds are only used for health and welfare benefits and will be provided with an itemized written statement by the Office or the financial institution in which the Health & Welfare Account is held as frequently as the financial institution distributes such statement.
2. Effective with this Agreement, the Office will make the following annual contributions to health and welfare benefits for unit members:
- a. 2017 Joint Health and Welfare Benefits Agreement
    - 1) The Office will assume one hundred percent (100%) of the one-time cost for Health and Welfare increases for active unit members and employees effective January 1, 2017 through December 31, 2017. See rate sheet attached to agreement in Appendix I.
    - 2) No later than June 1, 2017, the Office will meet with representative of the bargaining units to negotiate an increase to existing caps, to be effective no later than January 1, 2018.
    - 3) Active unit members and employees shall have the opportunity to opt-out of LACOE’s medical plans if the unit member or employee can provide evidence of other health coverage effective January 1, 2017 through December 31, 2017. Active unit members and employees who opt-out of medical plans shall receive an annual amount of two-thousand dollars (\$2,000.00), to be paid in ten (10) equal payments of two-hundred dollars (\$200.00) during the plan year. At least fifty-seven (57) active unit members or employees shall participate in the opt-out plan to activate plan payments. If there are not enough active unit members or employees enrolled in the opt-out plan to activate plan payments, unit members and employees participating in the plan may reinstate LACOE health coverage.
  - b. 2015-2016 Joint Health and Welfare Benefits Agreement
    - 1) LACOE will provide reimbursement for employee premium contributions made on October 5, November 5, and December 5, 2015 to active unit members and employees. CSEA, LACEA, LACOE, and SEIU will contribute the remaining funds from the active employees Joint Benefits Account Fund as part of the reimbursement. This reimbursement shall be distributed to all active unit members and employees who made those contributions by February 28, 2016.

- 2) LACOE will assume one hundred percent (100%) of the one-time cost of the cost for Health and Welfare increases for active employees effective January 1, 2016 through December 31, 2016.
  - 3) LACOE will assume one hundred percent (100%) of the run-out/unreimbursed cost of unit member and employee health and welfare benefits for the health and welfare calendar year ending December 31, 2015.
  - 4) Active unit members and employees shall have the opportunity to opt out of LACOE's medical plans if the unit member can provide evidence of other health coverage effective January 1, 2016 through December 31, 2016. Active unit members and employees who opt out of medical plans shall receive an annual amount of \$2,000 to be paid in ten equal payments of \$200.00 during plan year. At least 57 active unit members or employees shall participate in the opting out plan to activate plan payments. If there are not enough active unit members or employees enrolled in the opting out plan to activate opt out plan payments, unit members and employees participating in the plan may reinstate LACOE health coverage.
- c. The parties mutually agree to merge the two benefits schedules and select the maximum cap of each schedule to create a single health and welfare schedule. LACOE agrees to a five-percent (5.0%) increase to the maximum caps from each of the 2012-2013 CSEA, SEIU, LACEA, Management, and Confidential health and welfare benefits employer contributions as a hard cap for all unit members effective January 1, 2014 through December 31, 2014 as follows:
- |               |             |
|---------------|-------------|
| One party -   | \$7,875.00  |
| Two party -   | \$11,550.00 |
| Three party - | \$13,860.00 |
- d. LACOE agrees to a two percent (2.0%) increase to the 2014 health and welfare benefits employer contributions as a hard cap for all unit members effective January 1, 2015 through December 31, 2015.
- |               |             |
|---------------|-------------|
| One party -   | \$8,033.00  |
| Two party -   | \$11,781.00 |
| Three party - | \$14,137.00 |
- e. If the amount of the Office's contribution that is required by state or federal law is increased, the amount of the Supplemental Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties. LACOE agrees to comply with the conditions of the Affordable Care Act, and to examine ways to offset future premium cost increases with the Joint Benefits Committee.

- f. The Supplemental Benefit under Section 2 above is contingent upon the unit members' participation in the Office's benefits programs.
- g. Unless expressly modified by this agreement, the provisions of Article IX, Compensation, Section B, Insurance Fringe Benefits, of the respective collective bargaining agreement between the Office and the exclusive representatives herein remain in full force and effect. The exclusive representatives hereby acknowledge that Article IX, Compensation, Section B, Insurance Fringe Benefits, ¶2 b, provides in pertinent part: "Unit members shall be responsible for any portion of the premium in excess of the Office's contribution, which shall be paid by monthly payroll deduction."
- h. The parties agree that the total annual Office contribution for medical benefits for fulltime current unit members, including the PERS minimum base rate and the Office Supplemental Benefit, shall not exceed the dollar figures in Section 2 above. Any premium costs in excess of the above Office contribution and Supplemental Benefit in Sections 1 and 2 above, shall be paid by the unit member through tenthsly payroll deduction, and paid by the retiree through the California State Teachers' Retirement System (hereinafter "STRS")/PERS payroll system deduction.
- i. Effective July 2010, the parties agree to reimburse the Office for PERS administrative fee, which is calculated on the total retired health premiums each month, pursuant to Government Code section 22901. Payment hereunder will be borne fifty percent (50%) from the Office and fifty percent (50%) from the Associations and the Union until such time as the \$2 million allotted (¶1 b 2) above) is exhausted. Thereafter, the Office will bear all the costs.
- j. Payments to the Office hereinabove shall be made on a quarterly basis from the \$2 million allotted (January 1, 2007) for retiree benefits under Article IX, 1, b, 2), herein.
- k. Retiree Fringe Benefits—Unequal Contribution Method:
  - 1) Unit members who retire from active service under the STRS/PERS shall be entitled to receive the basic Office retiree medical contribution of \$21.60 per month twelfthly (\$259.20 annually), or as adjusted by law, toward the purchase of a PERS medical benefit so long as the Office continues to participate in the PERS retirement plan, pursuant to Government Code Section 22892(c). Upon termination of the Office's participation in the PERS medical insurance plan or its successor, the Office shall have no further obligation for payment of the retiree's medical contribution, but will offer the retiree the option to continue, at his/her own expense, in the subsequent medical insurance plan. Termination of the Office's participation in the PERS medical insurance plan or its successor shall not affect the ability of eligible retirees to elect to participate in the retiree Years of Service Benefit Program as set forth below.
  - 2) In addition, the Office shall annually provide a Years of Service Benefit for eligible retirees based upon years of service. The Benefit may be used for

additional benefits coverage. The maximum period of coverage for the Years of Service Benefit shall be for five (5) years. Coverage shall terminate at the end of five (5) years or when the retiree attains age sixty-five (65) or when the retiree becomes eligible for Medicare coverage, whichever occurs first.

3) Amount of Years of Service Benefit:

- Retirees, ages 55 to 65 with ten (10) years of service with the Office—  
\$2,744.80
- Retirees, ages 55 to 65 with twenty (20) years of service with the Office—  
\$5,740.80

4) For individuals who retire after the dates specified in the collective bargaining agreements or LACOE Board Regulations, the amount of \$3,004.00 for ten years of service or \$6,000.00 for 20 years of service, may be paid directly to a certified medical insurer, other than PERS, selected by the retiree. If the medical insurance premium is less than the eligible amount, the Office will pay no more than the total cost of the premium.

5) If the amount of the Office contribution that is required by state or federal law is increased, the amount of the Years of Service Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties.

- l. It is agreed that all of the above provisions are subject to the approval of the PERS, which will review these provisions to determine if they are in compliance with the law in regard to the PERS health plans.
- m. In the event the legality of the above provisions or similar provisions existing in other county offices or school districts are challenged or are found to be invalid by a court of law, the Associations/Union and the Office agree to reopen negotiations on health benefits.
- n. The current Supplemental Benefit and Years of Service Benefits amounts stated in B.2 will continue until the parties agree to different amounts.
- o. The parties agree that they will begin negotiations on a successor benefits agreement on or before November 15 of each fiscal year.

3. Benefits on Noncompensated Leave (Paragraph 4 of the LACEA Agreement)

Bargaining unit members on an approved noncompensated leave of absence may continue in the medical insurance benefit program for one (1) calendar year if the bargaining unit member reimburses the Office for the full cost of coverage in a timely manner. Bargaining unit members on an approved leave or absent without approval shall have their insurance fringe benefits cancelled for the period of the unapproved leave of absence.

#### 4. Extended Medical Benefits for Long-Term Illness

In instances of serious long-term illness, the Office shall provide an extension of medical insurance for the duration of the serious long-term illness, not to exceed one (1) calendar year from the date of exhaustion of all sick leave pay. The Office may extend the leave up to an additional calendar year. This extension of medical benefits shall be available only if the employee is not eligible for workers' compensation, disability retirement or spousal medical coverage comparable to that which was previously enjoyed by the employee.

5. Nothing within the provisions of this Agreement shall preclude the collective bargaining process.

#### M. Mileage Reimbursement

Provided prior approval of the site administrator is obtained, the following activities shall receive mileage reimbursement according to procedures not in conflict with the Agreement negotiated in May 1988 and at the IRS rate:

School in-service meetings

Faculty meetings

School approved committee meetings (e.g. curriculum, safety)

School approved task force meetings (e.g. disaster preparedness, equipment)

School approved special projects meetings (e.g. AB 803, - grant writing)

Travel training with pupils

Parent conferences/interviews in the home

Required after school activities (e.g. open house)

Mandated conference attendance

Activities where the site administrator has specifically made a request of a unit member

Any other site administrator approved activity

#### N. Functional Skills

Provided prior approval of the site administrator is obtained, unit members shall be reimbursed for functional skills activities. Refer to Letter of Agreement, dated May 13, 1988, for limitations on reimbursement.

#### O. Child Care

The Office will reimburse a unit member for the registration and insurance fee at a licensed or exempt (defined in California Health and Safety Code Section 596.792) child care facility up to a total of \$125.00, per fiscal year, per unit member, for care of a child of a unit member. The unit member must submit the name and license number of the facility prior to any reimbursement.

## P. Early Retirement

### 1. Definition

Early retirement is an incentive plan whereby a unit member may retire early and have the opportunity to enter into a contractual agreement with the Office.

### 2. Requirements

The unit member shall have reached age fifty-five (55) and rendered a minimum of ten (10) years service (full-time) to the Office. Teachers who teach ten (10) years full-time, and also those who teach part-time (50% or more) may add up their years in the same manner as part-time unit members accumulate service time for step advancement, to accumulate the ten (10) year requirement. The unit member in this program shall resign his/her position with the Office.

### 3. Length of Contract

Contract for service shall be for a period up to five (5) years or to age sixty-five (65), whichever comes first.

A participant shall serve not more than thirty (30) days per fiscal year in services determined by the Office. Termination of the contract may be by mutual agreement, or by the Office should there be a failure by the unit member to perform service as required.

### 4. Compensation

A participant approved for this program shall be eligible for the following benefits:

- a. Contract for a period up to five (5) years or to age sixty-five (65), whichever comes first.
- b. Thirty (30) days of service to the Office per year at activities determined by the Office. The unit member shall choose one of the two compensation rates as specified below:
  - 1) A compensation rate that is equivalent to the per diem rate of the current salary schedule at the unit member's last placement on the salary schedule. Any fringe benefits provided will be at the unit member's expense.
  - 2) The appropriate daily substitute rate of pay. The cost of fringe benefits will be borne by the Office.

### 5. Request Procedure

The unit member shall file an application with the Human Resource Services. The unit member's application shall include proposed services to be rendered, dates of service, and division responsible for funding the costs of benefits and compensation. The application shall be filed at least sixty (60) calendar days prior to the retirement date. In the event the unit member is required to obtain additional credentials the cost shall be borne by the Office.

6. Services to the Office

Services performed may include, but not be limited to, the following:

- a. Substitute service
- b. Demonstration teaching
- c. Staff development and in-service programs
- d. Assisting in the testing program
- e. Counseling
- f. Individualized instruction
- g. Orienting new teachers
- h. Evaluation of learning materials
- i. Updating and revision of Office publications (policies, regulations, handbooks, etc.)
- j. Conducting research projects
- k. Curriculum development

## ARTICLE X - VACANCY, REASSIGNMENT, AND TRANSFER

### A. DEFINITIONS

1. "Assignment" shall mean the initial or current placement, including work location and subject(s) taught, by the Office of a unit member in a vacancy, based on certification, applicable state and federal laws, other qualifications, and the needs of the Office. The Office shall have sole discretion in the initial placement of unit members and such discretion is not subject to the Grievance Procedure contained in Article V of this Agreement.
2. "Reassignment" shall mean a change in a unit member's current assignment to another assignment within the PAU or program. A reassignment may be "voluntary" or "administrative", and can be either a physical reassignment or a subject matter reassignment. A physical reassignment shall mean either a) a change in a unit member's work location within the same school, or b) a change in the unit member's work location within the same PAU. A physical reassignment that results in a subject matter reassignment shall be processed as a physical reassignment.

Reassignment within the Career Technical Education ("CTE") program shall mean either: a) a change in a unit member's current assignment in a school district to another school within the same assigned district or, b) a change in a unit member's current assignment in a school district to another school district but within the same CTE Region.

3. "Responsible administrator" shall mean the administrator who has responsibility over both the unit member's present PAU or CTE Region and the PAU or CTE Region to which the unit member is being considered for transfer. This could be the Area Administrator, Assistant Director, Division Director, or appropriate Chief Officer.
4. "Transfer" shall mean a change in a unit member's assignment from one PAU to another PAU, from one CTE Region to another CTE Region. A transfer may be "voluntary," "administrative," or "exchange."
  - a. "Voluntary transfer" shall mean a transfer initiated by the unit member following the procedures described in paragraph E.1 of this Article.
  - b. "Administrative transfer" shall mean a transfer initiated by the Office following the procedures described in paragraph E.2 of this Article.
  - c. "Exchange Transfer" shall mean a transfer that results from two unit members filing voluntary transfer requests who are permitted to exchange positions following the procedures described in paragraph E.3 of this Article.
5. "Vacancy" shall mean a certificated position to which no probationary, permanent, or categorical employee is assigned or reassigned. The creation of a new classification not previously in existence will be treated as a "vacancy," and not as a "reassignment."

6. A “displacement” occurs when a position is eliminated by virtue of an drop in enrollment, program elimination, and/or class closure. A “displaced unit member” is a unit member who is transferred or reassigned due to the displacement and has the right to choose to return to his/her former assignment if restored.

## B. DISPLACEMENT

1. When an administrative transfer or reassignment due to displacement becomes necessary (outside the first or last 30 days of the school year) at a site where more than one unit member is assigned, the Office and LACEA will first seek volunteers from the PAU where the displacement occurs prior to making the administrative transfer or reassignment. The volunteer needs to provide written interest to the administrator within 3 business days. If there are more volunteers than available vacancies, the responsible administrator shall consider the requests utilizing the same criteria for filling vacancies as set forth in paragraph C.2. and E.1.b.6) and E.2.a.4). If there is no volunteer, HRS shall declare unit members displaced based on inverse Office-wide seniority.
2. When Human Resource Services (“HRS”) determines that one or more unit members must be displaced, the displaced unit member with the greatest Office-wide seniority possessing the appropriate credential for a vacancy, will be given the first opportunity for placement in the vacancy, or choice of vacancies, if more than one exists,
3. A teacher transfer and displacement timeline will be shared with LACEA annually to reflect the opening of new schools, enrollment trends, and staffing changes.
4. A displaced unit member shall return to his/her position should the position be restored within thirty (30) working days of the first working day of his/her new assignment *as determined by HRS*.
5. The Office agrees to provide written notification to LACEA of the reason for any class closure resulting in displacement that occurs outside of the Reduction-in-Force. The justification provided by the Office is not subject to grievance providing it is not arbitrary or capricious.

## C. VACANCY

“Vacancy” is defined in paragraph A.6. of this Article.

1. Posting of Vacancies
  - a. On a weekly basis, HRS shall post on its web site certificated vacancies, including the posting date and specific job requirements. Educational Programs shall post hard copies of the certificated vacancies on the PAU bulletin boards weekly.
2. Filling of Vacancies

- a. Unit members from within the Office shall have first consideration of any vacancies. When filling existing vacancies, the responsible administrator shall recommend an employee or an outside applicant utilizing the criteria in priority, as follows:
  - 1) Possession of the appropriate credential(s), and in compliance with applicable state and federal laws including, but not limited to, English Learners certification where required;
  - 2) Education and training in the subject, exceptionality, students' age, students' developmental level, and/or other specific job requirements as indicated on the vacancy notice.
  - 3) Number of years of experience with pupils, within the last ten years, in the subject, exceptionality, students' age, students' developmental level, and/or other specific job requirements as indicated on the vacancy notice.
  - 4) Desire and welfare of the unit member as expressed by the unit member; and
  - 5) Seniority.
- b. No vacancy shall be filled unless that vacancy has been posted for a minimum of fourteen (14) calendar days. HRS shall make an "offer of employment" to fill a vacancy within thirty (30) calendar days after the close of the posting. The Director of HRS shall report exceptions to the thirty (30) calendar days to the LACEA President.
- c. HRS shall inform a unit member of the denial of a transfer to a vacancy prior to an appointment of an outside candidate. Upon request, bargaining unit members not selected shall be notified in writing of the reason(s) from 2.a. above for such non-selection.

#### D. REASSIGNMENT

"Reassignment" is defined in paragraph A.2. of this Article.

##### 1. Timing

Reassignments are allowed in the first and last thirty (30) calendar days of the start and the end of the school year.

For two-hundred and eighteen (218) day assignments, the first thirty calendar days of the school year are defined as September 1 – September 30, and the last thirty (30) calendar days of such school year are defined as June 1 – June 30.

For one-hundred and eighty-three (183) day assignments, the first thirty (30) calendar days of the school year are defined as the first thirty (30) days of the

school year opening, and the last thirty (30) calendar days of such school year are defined as the thirty (30) days prior to the school year closing as specified in each schools calendar.

2. Subsequent Reassignments

If a subsequent re-assignment is imminently required, the unit member and LACEA will be notified by the immediate administrator. An opportunity for discussion will be provided to the unit member and their representative prior to the assignment.

If the unit member is not available, i.e. out of town, not responding to contact, the LACEA president, or the chosen representative will be the point of contact and the unit member will be notified via mail (regular and certified).

3. Unforeseen Circumstances

However, reassignment may also occur within the school year due to unforeseen circumstances that may arise during the school year, for example:

- a. The needs of the program necessitated by the reduction, enlargement, or termination of a class or program;
- b. When the needs of the CTE program justify the need for a second language specialty;
- c. A significant change in the average daily attendance (ADA) within CTE at the semester break; or
- d. When an unforeseen vacancy occurs mid-year.

4. Physical Reassignment

- a. A physical reassignment, whenever it becomes necessary, shall first be posted by the principal within the PAU as a “voluntary reassignment.” A unit member who wishes to be considered for a voluntary reassignment to a particular vacancy may submit a written request for reassignment to the appropriate administrator, who shall consider the request utilizing the same criteria for filling vacancies as set forth in paragraph C.2. and E.1.b.6) and E.2.a.4). A voluntary reassignment shall be determined within five (5) working days of the posting. If there is no volunteer(s), the principal may initiate an “administrative reassignment” or post the opening as a vacancy through HRS for the fourteen (14) calendar day minimum. If the vacancy is filled through voluntary reassignment process with a candidate within the PAU, HRS may post the subsequent vacancy through HRS for the fourteen (14) calendar day minimum concurrently with the PAU’s posting as a voluntary reassignment within the PAU for five (5) working days.
- b. An “administrative reassignment” as defined in paragraph A.2 of this Article shall be made in the following order:

- 1) Possession of the appropriate credential(s), and in compliance with applicable state and federal laws including, but not limited to, English Learners certification where required;
- 2) In Special Education Assignments only, education and training in the subject, exceptionality, students' age, students' developmental level and/or other specific job requirements as indicated on the vacancy notice;
- 3) In CTE only, experience or expertise in second language; and finally,
- 4) Seniority.

No later than ten (10) working days prior to any administrative reassignment, the responsible administrator shall discuss the reason for the reassignment with the unit member. The responsible administrator will give written notification to the unit member and the union of the final determination for the reassignment within five (5) working days after the discussion, utilizing the same criteria as set forth in paragraph E.2.a.4) of this Article.

A unit member administratively reassigned to a new location in excess of thirty (30) miles from the unit member's current assignment shall be reimbursed for the excess mileage beyond the unit member's previous assignment at the mileage rates established for the Office for sixty (60) working days only.

5. Subject Matter Reassignment

- a. A subject matter reassignment may occur at any time within the first and last thirty (30) days of the school year.
- b. When a subject matter reassignment must occur within the school year due to unforeseen circumstances, the responsible administrator shall consult with the teacher to be reassigned prior to making the reassignment. The reassignment shall be discussed at the next shared decision making (SDM) meeting following the notice of need for the reassignment.

6. Release Time

Reassigned unit members shall be granted two workdays of "school business" release time to prepare for the reassignment (providing the member reports to either the current or the new assignment).

7. Transfer Rights for Administratively Reassigned Unit Members

A unit member administratively reassigned during the school year may request a voluntary transfer and the responsible administrator shall approve the request providing a vacancy exists and:

- a. The unit member submits a transfer request form to HRS; and
- b. The unit member possess the appropriate credential(s), and the transfer is in compliance with applicable state and federal laws including, but not limited to, English Learners certification where required.

8. Mileage

A unit member administratively reassigned to a new location in excess of thirty (30) miles from the unit member's current assignment shall be reimbursed for the excess mileage beyond the unit member's previous assignment at the mileage rates established for the Office for sixty (60) working days only.

E. TRANSFER

"Transfer," "voluntary transfer," "administrative transfer," and "exchange transfer" are defined in paragraph A.5. of this Article.

1. Voluntary Transfer

a. Request For Voluntary Transfer

- 1) A unit member may file a request for voluntary transfer from July 1 through June 30. Requests so filed shall be in effect until June 30, at which time the transfer request list shall be purged.
- 2) A unit member may file a request for voluntary transfer for newly created or specialized teaching positions.
- 3) A new unit member may not request a voluntary transfer unless the effective date is the beginning of the second probationary year or thereafter.
- 4) A unit member may not have on file more than three (3) voluntary transfer request forms at any one time.
- 5) A unit member shall be limited to one (1) voluntary transfer per school year, unless subsequently administratively transferred, in which case, the unit member may request another voluntary transfer.

b. Procedures For Voluntary Transfer

- 1) Requests for voluntary transfer shall be sent to HRS by the unit member, using the current Office transfer request form.

- 2) When requested in writing by the unit member, HRS shall confirm whether the unit member meets the necessary certification for the position concerning his or her transfer request within ten (10) working days.
- 3) The immediate administrator and the responsible administrator of the site where a vacancy exists shall be informed by HRS of unit members' requests for voluntary transfer to such vacancy.
- 4) The responsible administrator, if other than the Division Director or Chief Officer, shall recommend any voluntary transfer to the Division Director or, if the transfer is between divisions, to the appropriate Chief Officer. The Division Director or appropriate Chief Officer shall review, approve, amend, or reject the recommendation utilizing the same criteria for filling of vacancies as set forth in paragraph C.2 of this Article. The decision shall be forwarded to HRS.
- 5) HRS shall inform the selected unit member involved of the decision rendered. The selected unit member shall indicate his or her acceptance or non-acceptance of the transfer offered. HRS shall thereafter inform all other affected unit members of the decision rendered.
- 6) In the event a position becomes vacant and a unit member has filed a voluntary transfer request for that position, and if that unit member is the most qualified person for said position according to criteria stated in paragraph C.2 of this Article, the Superintendent or designee nevertheless may deny the voluntary transfer request, for reasons of operational requirements, based on relevant and rational grounds, and which are not arbitrary and capricious according to paragraph E.2.a.4) of this Article.
- 7) The Office shall make reasonable efforts to facilitate a granted voluntary transfer.

## 2. Administrative Transfer

### a. Reasons for Administrative Transfer

A unit member may be administratively transferred once per school year unless subsequently displaced:

- 1) To fill a vacant position for which there are no volunteers at the site or on the transfer list, or any available qualified outside applicants;
- 2) To place individuals where there is an overall reduction in the number of positions, or when displacement occurs due to a Special Education program transferring to participating districts;
- 3) To place individuals when there is a change in or transfer of a unit or a program (e.g., a PAU or a school); or

- 4) To meet operational requirements of a compelling interest to the Office which are based on relevant and rational grounds, which are applied in a manner that is not arbitrary or capricious.

b. Procedures for Administrative Transfer

- 1) The unit members who are to be administratively transferred because their positions have been eliminated because of reasons listed in paragraphs 2.a.2) and 2.a.3) above will have first opportunity for placement in all existing vacancies. Displaced employees will have first choice, in the order of Office-wide seniority, of vacancies for which they are credentialed and qualified by training and/or experience as set forth in paragraph C.2 of this Article.
- 2) All voluntary transfers will be held in abeyance until the displaced employees have been provided the opportunity for voluntary placement. After all administrative transfers have been made, then voluntary transfers and exchange transfers will be undertaken.
- 3) The responsible administrator shall recommend any administrative transfer to the appropriate Chief Officer(s). The Chief Officer shall review, approve, amend, or reject the recommendation utilizing the same criteria for filling of vacancies as set forth in paragraph C.2 of this Article. The decision shall be forwarded to HRS.
- 4) When the administrative transfer to a unit member is anticipated, the responsible administrator, where appropriate, shall provide the unit member to be transferred with the current vacancy list from which he/she may make a selection.
- 5) HRS shall inform the selected unit member involved of the decision rendered. The selected unit member shall indicate his or her acceptance or non-acceptance of the transfer offered within two (2) working days. HRS shall thereafter inform all other affected unit members of the decision rendered.
- 6) When an entire staff must be administratively transferred, the criteria indicated in paragraph C.2 of this Article shall be utilized by the Chief Officer or designee to place the unit members.
- 7) No later than ten (10) working days prior to any administrative transfer, the responsible administrator shall discuss the administrative transfer with the unit member. The responsible administrator will give written notification to the unit member and the union of the final determination for the administrative transfer within five (5) working days after the discussion.
- 8) The unit member may appeal the decision, in writing, to the Chief Officer within ten (10) working days from the date of the written notification.

- 9) Administrative transfers between Divisions shall be made by the appropriate Chief Officer following the same procedures.

c. Notification and Mileage

Unit members administratively transferred shall be provided a written notice of such transfer by HRS at least five (5) calendar days prior to the effective date of the transfer.

- 1) The unit member shall be provided with two (2) workdays of release time for the purpose of transferring to the new site and preparing the classroom or program. The Office shall provide assistance to the unit member in moving Office-owned materials and equipment.
- 2) Upon an administrative transfer, the unit member shall be reimbursed for excess mileage at the mileage rates established by the Office. The reimbursable mileage is that which is in excess of the mileage driven prior to the transfer. Such mileage compensation shall continue for sixty (60) working days only.

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 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 possibility if there is no other unit member with a request on file to transfer to either of the sites involved.
- e. Exchange transfers shall normally take effect within ten (10) working days of the approval of the exchange.

## ARTICLE XI - SAFETY

- A. 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. 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. The immediate administrator shall acknowledge receipt of the report of the perceived unsafe condition in writing and provide written status information report, including, if correctable, 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. 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.
- D. 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. 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, 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.

#### F. Reimbursement

1. Unit members will be reimbursed for personal property lost or stolen or damaged on the school site if:
  - a. The equipment or material was used for instructional purposes, and
  - b. Such usage had prior approval in writing by the immediate administrator, and
  - c. The unit member has exercised due care in the use and storage of such equipment or material.

Reimbursement will be limited to the replacement cost of the equipment or material, less normal depreciation. For further information go to LACOE's web page at <http://www.lacoe.edu> and log into "mylacoe login". Click on "Documents and forms". Under "document number" insert the form number # 501-236 and click "find". Form will appear and can be filled out. Do the same for form number 501-398.

2. Damage to Prosthesis
  - a. When a unit member in the performance of duty suffers damage to a prosthesis, the employee shall be reimbursed by the Office for repair or, if necessary, replacement of the prosthesis, if not covered by insurance.

Prosthesis shall be defined to include artificial limbs, hearing aid, eyeglasses, and dentures.
3. Damage and Theft of Personal Automobiles
  - c. 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 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 Safety/Security Committee with unit member 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. Other Safety Matters

1. Unit members will have access to a telephone or communication device in their classroom.
2. The sole intent of the Office installing security television cameras is to provide a safe and secure environment for unit members. Equipment used for communication and monitoring safety conditions shall not be used for purposed 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. 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.”

## ARTICLE XII - CLASS SIZE

- A. Enrollment in Special Education classes shall not exceed an amount which would produce an average enrollment above ten (10) across all SELPAs (Special Education Local Plan Areas) of which the Office is a part. Enrollment in specific classes shall not exceed maximums as designated below:
1. Level I classes shall enroll pupils with exceptional needs whose functioning levels are such that they require direct, continual supervision by a special education teacher and demonstrate any combination of three of the following descriptors:
    - a. Unable to work independently, requires constant, direct supervision
    - b. Primarily requires individual activities/tasks
    - c. Unable to self-monitor; control of behavior requires highly structured setting
    - d. Requires direct assistance by the teacher, on a regular basis, in toileting or feeding
    - e. Exhibits severe self-abuse or abuse to others
    - f. Exhibits self-stimulating behavior which requires constant intervention
    - g. Requires a specialized physical health care procedure(s) on a regular basis where a health care aide, or other appropriate non-instructional person is not available

Level I class size shall not exceed ten (10) pupils.
  2. Level II classes shall enroll pupils with exceptional needs whose functioning levels are such that they require direct supervision of a special education teacher and demonstrate functioning levels as follows:
    - a. Works independently for short periods with continual supervision
    - b. Does not require individual activities/tasks and is able to perform some activities/tasks in a group
    - c. Self-monitors and controls behavior in a structured setting
    - d. Requires periodic monitoring in toileting and/or feeding
    - e. Exhibits some self-abuse or abuse to others
    - f. Exhibits some self-stimulating behavior which requires frequent intervention

Level II class size shall not exceed twelve (12) pupils.

3. Level III classes shall enroll pupils with exceptional needs whose functioning levels are such that they require periodic monitoring and supervision of a special education teacher and demonstrate functioning levels as follows:
  - a. Works independently with periodic monitoring and supervision
  - b. Does not require individual activities/tasks. Can perform most activities/tasks in a group
  - c. Self-monitors and controls behavior on a consistent basis
  - d. Exhibits independence in toileting and feeding
  - e. Does not exhibit self-abuse or serious abuse to others
  - f. Exhibits minimal self-stimulation which requires infrequent intervention

Level III class size shall not exceed sixteen (16) pupils.

#### Waiver Provision

Class size for Level I Special Classes, Item A.1., or Level II Special Classes, Item A.2., may be exceeded by two (2) pupils for a time not to exceed the balance of the current school year. Such waiver may be invoked by the immediate administrator of the class(s) concerned, when a pupil who would otherwise be denied service if not appropriately placed in said class(s).

The immediate administrator shall designate each class, utilizing the above criteria, and by September 30th shall notify each teacher in writing of their class level designation.

If a pupil in a Level I, Level II, or Level III class requires a specialized physical health care procedure(s) or specialized behavior management plan on a regular basis where a health care assistant, additional assistant or other appropriate noninstructional person is not available, the class size maximum for that class shall be the maximum for the next lower level class without waiver.

- B. Assignments for School Nurses are determined by pupil/nurse ratios based on services required per handicapping condition and other factors such as geographical distances, number of sites served, unique pupil health conditions, and any other relevant factors existing at a school site. School Nurses shall not be required to attend IEPs unless requested by the student's regular teacher and the site administrator. School Nurses shall have the opportunity to provide input on the pupil to nurse ratio and caseload standards through the Nurses Steering Committee and shall provide their immediate administrator with input regarding unique conditions to their site(s).

- C. In Special Education DIS assignments and caseloads are based on the handicapping condition, geographical distances, number of sites served, unique pupil conditions, and other relevant factors.

Unit members providing DIS services shall have the opportunity to provide input regarding the above factors to the administrator responsible for their assignment and case load.

DIS assignments may not require members to drive more than forty (40) miles from their home site for more than fifteen (15) workdays in a school year excluding meetings in LACOE's central offices.

1. The caseload for Language/Speech Specialists shall not exceed an average of forty-five (45) pupils across all such programs operated by the Office or a maximum of fifty-two (52) pupils for any one Language/Speech Specialist.
  2. The caseload for DIS, Specialized Instruction (Certificated), including but not limited to Severe Language Disorders, Visually Handicapped, and Deaf and Hard of Hearing, shall not exceed eighteen (18) pupils across all such programs operated by the Office.
  3. The caseload for DIS, Mobility Instruction shall not exceed eighteen (18) pupils across all such programs operated by the Office.
  4. The caseload for DIS, Home and Hospital shall not exceed eighteen (18) pupils across all such programs operated by the Office.
  5. The caseload for DIS, Vocational/Career Development shall not exceed eighty-five (85) pupils across all such programs operated by the Office.
  6. The caseload for DIS, Adaptive Physical Education shall not exceed an average of fifty-five (55) pupils across all such programs operated by the Office or a maximum of eighty-five (85) pupils for any one A.P.E., DIS.
- D. The Office will employ paraeducators who are trained and perform Specialized Services (catheterizations, ileostomies, colostomies, gastrostomies). Special Education teachers will be responsible for secondary and/or backup services for these Specialized Services.
- E. The caseload for Resource Specialists shall be no more than:
1. Twenty-eight (28) pupils in specialized high schools, independent study, and county community schools;
  2. Twenty-two (22) pupils in juvenile halls;
  3. Twenty-four (24) in the camps.
- F. In the Division of Student Programs the assignment and caseloads for Educational Counselors are based on the number of students transitioned into their community schools, geographical area to be served, individual needs of pupils, and other relevant factors.

Educational Counselors shall have the opportunity to provide input regarding the above factors to the administrator responsible for their assignment and caseload.

The caseload of Educational Counselors shall not exceed, at any one time:

1. In the juvenile halls, eighty-five (85) assigned pupils;
2. In the camps, fifty (50) assigned pupils;
3. In the community schools, fifty (50) assigned pupils;
4. In the specialized high schools, four hundred (400) assigned pupils.

G. In the Division of Student Programs:

General Education class size shall not normally exceed:

1. Fifteen (15) pupils per teacher in juvenile hall schools. For five (5) workdays, within a register period, the pupil attendance may exceed fifteen (15) but may not exceed seventeen (17)
2. Twelve (12) pupils per teacher in the camp schools. For five (5) workdays, within a register period, the pupil attendance may exceed twelve (12) but may not exceed seventeen (17). When class size exceeds fifteen (15), the responsible administrator shall hold a consultation meeting with the effected unit member and the site LACEA representative.

The Office shall make every effort to limit the class size in Special Day Class (SDC) classrooms to ten (10) pupils per teacher in the juvenile hall and camp schools. Class size in SDC classrooms shall not exceed twelve (12) at any one time.

One classified support staff will be assigned to each SDC classroom.

Distribution of pupils among all classes shall be accomplished in a manner equitable to the unit members.

- H. In the Outdoor Education program, the maximum class size per Outdoor Education teacher shall not exceed forty-five (45) pupils at any one time.
- I. In the Regional Occupational Program, the caseload for Counselors shall be determined by the Office, taking into consideration input from appropriate unit members.
- J. Class sizes for programs in the Division of Student Programs will be as follows:
  1. Enrollment in classes for Specialized High Schools shall not exceed an average of thirty (30) pupils per class, and shall not exceed thirty-five (35) pupils in one class at any time without written teacher approval.
  2. Enrollment in any individual Independent Study Strategy (ISS) Program class shall be staffed at a ratio of one teacher per twenty-five (25) pupils. ISS class size shall not exceed thirty (30) pupils at any time. All ISS classes shall be assigned a full-time paraeducator.

3. Enrollment in classes for the Community School Program (CSP) shall be staffed at a ratio of one teacher for every twenty (20) pupils. CSP class size can be increased to no more than twenty-five (25) pupils at any time. CSP classes will be assigned a full-time paraeducator.
4. Enrollment in classes for Cal Safe Programs (Pregnant Minor program) shall not exceed a maximum of twenty-five (25) pupils at any one time.
5. The Office shall maintain steering committees for DIS such as Speech/Language, and Career Technical Education (CTE) to develop standards and review caseloads.

Unit members will have adequate workspace to reasonably accommodate daily educational activities and have access to space for privacy in conferences and meetings.

### **ARTICLE XIII - WORK STOPPAGE**

- A. Apart from and in addition to existing legal restrictions upon work stoppage, the Association (and its affiliated organizations) hereby agrees that neither it nor its members, or agents, or representatives, nor the employees, nor persons acting in concert with any of them shall incite, encourage, or participate in any strike, walkout, slowdown. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and its affiliated organizations and their respective agents and representatives will do everything within their power to prevent, end, or avert same.
  
- B. Apart from other remedies, in the event that the Association, its members, agents, representatives, employees or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article V, the Association (and the employees) shall be deemed to have waived the right to process the grievance or dispute to arbitration and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the Office's last stated position with respect thereto.

## ARTICLE XIV - SUMMER SCHOOL

Unit members assigned to Summer School or extended-year programs are not covered by this Agreement except as indicated below.

1. Article I, Recognition; Article II, Definitions; Article III, Retained Rights; Article IV, Association Rights; Article V, Grievance Procedures; Article XI, Safety; Article XII, Class Size; Article XIII, Work Stoppage; Article XIV, Summer School; Article XVII, Effect of Agreement; and Section J, Derogatory Information; Section K, Public Complaint, of Article VIII, Evaluation Procedures, shall apply to unit members for Summer School or extended year assignments.
2. Compensation

Unit members on Salary Schedules A, A-SLP, B, B-SLP, C, or I assigned to Summer School or other extended-year assignments shall be compensated at a pro-rated rate established for Salary Schedule A, A-SLP, or C (10-month) of the previous school year; i.e., 2015 Summer School rate shall be based on the 2014-15 Salary Schedule A or C (10 month). Summer School or extended-year assignments that have an on-site regular hour requirement of less than seven (7) hours shall establish a proportional salary rate in the same ratio as the hours of the assignment bear to seven (7) hours. Unit members on Salary Schedules A, A-SLP, B, B-SLP, C or I assigned to Summer School or other extended-year assignments shall be compensated at a pro-rated rate for July 2014. No later than ninety (90) days following the Superintendent approval of the Tentative Agreement, the Office shall pay those DSE unit members who worked in July, the difference between the 2013-2014 rate and the 2014-2015 rate.

3. Illness, Accident and Quarantine Leave

The following Sections of Article VII, Leaves of Absence and Vacation, shall apply to unit members for Summer School or extended year assignments:

|          |  |
|----------|--|
| Sections | B1, Bereavement Leave;                     |
|          | B2, Illness, Accident or Quarantine Leave; |
|          | B3, Industrial Accident/Illness Leave;     |
|          | B5, Military Leave;                        |
|          | B6, Personal Necessity Leave; and          |
|          | B8, Association Leave.                     |

Unit members shall accumulate unused Illness Leave for extended year assignments. No other Section of Article VII shall apply or be operative for extended year assignments.

If a unit member is required to write an IEP or provide late bus supervision during summer session or extended year, such additional time shall be compensated pursuant to Article IX, Section I.

4. Special Education unit members who are required to change work locations for summer school from their regular assignment location shall be given up to one (1) day of paid release time provided: (a) there are no week days between the last day of regular assignment and the beginning of the summer session; and (b) the time is necessary for packing, moving and unpacking essential instructional equipment.
5. Assignment

Summer school/ESY assignments in DSE will be determined in the following order:

- a. The permanent/tenured teacher who has taught the majority of the students (who are attending ESY) during the school year will be given the ESY assignment, provided they have committed to work the entire ESY assignment.
- b. The permanent/tenured teacher who requested a summer school position and did not receive an assignment in the prior year due to the unavailability of a position will be given an assignment.
- c. If the teacher who has taught the majority of the students is not a permanent/tenured LACOE teacher then the assignment will be offered to the most senior teacher with the appropriate credential within the PAU who does not have an assignment.
- d. The seniority and credential progression will be applied within the PAU who do not have an assignment.
- e. The same seniority and credential progression will be applied to teachers outside of the PAU who do not have an assignment.
- f. If there are no permanent/tenured teachers who are either unassigned or not willing to work the full ESY session intern or probationary teachers may be offered an assignment.
- g. All ESY assignments require a commitment to work the full ESY session. Any permanent teacher who fails to fulfill their commitment for ESY, absent good cause, will not be given preference for assignment in the subsequent school year.
- h. Mileage shall not be paid for a change of site or PAU for ESY assignments.
- i. All teachers who do not have an ESY position must complete an ESY Assignment Form and turn it in to their PAU principal by May 1 or within two weeks after

summer school dates are determined. Human Resource Services (HRS) will provide DSE with seniority and credential status for ESY assignment purposes.

## ARTICLE XV - JOB SHARING

### A. Definition

Job sharing is a program whereby two full-time unit members would share the job responsibilities of one full-time position.

### B. Pairing

Job sharing assignments shall be filled only by unit members who have jointly agreed to work together and their working together has been approved by the Office.

### C. Requirement

To be eligible for participation in the job sharing program, unit members must hold permanent status with the Office.

### D. Length of Job Sharing Contract

The program shall be of one school year duration. Annual applications will be required for each year of participation in the job sharing program.

### E. Conditions

Unit members wishing to job share shall prepare a job sharing plan fully allocating the complete job responsibilities of a full-time position.

Such plan shall be in writing and shall specifically include, but not be limited to, specific work days and/or hours, attendance at regular staff meetings, division meetings, parent conferencing, back to school night, open house, etc.

Job sharing plans may vary from site to site, but it is expected that each employee would have fifty percent student contact time and be on site the equivalent of three full days a week, or sixty percent, to allow for planning, and other required meetings and responsibilities. In addition, each job sharing team shall make arrangements to fully cover their job duties, instructional duties, instructional related duties, and adjunct duty responsibilities. The job sharing team joint adjunct duties shall not exceed the responsibilities of one full-time employee.

If a unit member is not able to continue in the program during the contracted year, the other job sharing unit member agrees to either return to full-time status or take a nonpaid leave of absence for the remainder of the year.

F. Compensation

A unit member approved for participation in this program shall be eligible for the following salary and benefits:

1. Fifty (50%) percent of regular salary.
2. One year in the program shall qualify for one-half step credit toward advancement on the salary schedule.
3. Fringe benefits will be in accordance with Article IX, Sections L(1) and L(4).

G. Work Year - Work Day

In accordance with contract provisions.

H. Return to Full-Time

If one or both of the job sharers wishes to increase from part-time to full-time position(s) during the school year, such increase will depend upon the staffing needs of the Office and the unit member's qualifications. The final decision on any midyear return of a unit member(s) to a full-time position shall be at the sole discretion of the Office.

I. Request Procedure

A unit member wishing to participate in the job sharing program shall consult with his/her immediate administrator to see if the immediate administrator is willing to endorse the program at his/her site.

The unit member will need to determine if there is another permanent unit member who is willing to participate in the program.

The two unit members interested in job sharing will submit a work sharing plan as described above. The work sharing plan will be subject to the approval by the immediate administrator, area administrator and division director. Final approval shall be subject to the appropriate assistant superintendent.

Article V, Grievance and Arbitration Procedures, shall not be applicable to this Article, except for allegations of a procedural defect(s).

Applications will be available in the Human Resource Services Personnel Office. All applications must be submitted to the site administrator not later than May 1st.

## ARTICLE XVI - DISCIPLINARY SUSPENSION

1. A unit member may be suspended without pay only for just cause. The principles of “progressive discipline” shall be applicable unless the circumstances make prior warnings unnecessary.
2. The Office shall notify the Association concurrently with notification to the unit member of any suspension taken or proposed. Otherwise, all information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by the Office.
3. Any proposed suspension of a bargaining unit member shall be preceded by written notice of such proposed suspension. The notice shall include the cause(s) on which the suspension is based; the date(s) on which the suspension shall take place; notice of the right to appeal said action by filing a grievance as provided in Section 4 of this Article; and notice of the Office designee for receipt of the grievance and the final date for such a filing. Except in emergency situations, the proposed suspension shall not be scheduled prior to the time specified in Section 4 below for the Level II Grievance meeting.
4. If the unit member wishes to challenge the Office’s announced suspension action, he or she must do so by filing a grievance at Level II of the grievance procedure of Article V, (Level I is to be bypassed in these situations); provided, however, that the grievance is filed within five (5) working days from receipt of the notice specified in Section 3 above, and any appeal to binding arbitration must be filed within five (5) working days of Level II termination.
5. No suspension without pay under this Article shall exceed fifteen (15) working days. If a grievance has been filed, imposition of any days of suspension in excess of three (3) working days shall be stayed until completion of the grievance and arbitration procedures of Article V.
6. Nothing in this Article shall limit the Office’s right to institute statutory dismissal proceedings and/or institute immediate suspension or mandatory leave of absence proceedings in accordance with Educational Code Sections 44939, 44940 or 44942, against any unit member, nor shall use of these suspension procedures be required as a precondition of such statutory dismissal, suspension or mandatory leave of absence proceedings. Any such statutory proceedings shall be handled and challenged under appropriate code sections instead of this Agreement.
7. The dismissal of post-July 1, 1983 probationary unit members shall be handled and challenged under the appropriate Education Code sections instead of this Agreement; provided, however, that the Hearing Officer shall be selected from the list of Arbitrators provided in Article V of this Agreement.

8. Unit members suspended without pay under this Article shall not lose any insurance benefits during the period of suspension and such period of suspension shall be considered as working for vacation accrual and step advancement.
9. Upon expiration of this Agreement, this Article (including the related grievance/arbitration procedures) shall remain in full force and effect until modified or eliminated through the collective bargaining process.

## **ARTICLE XVII - EFFECT OF AGREEMENT**

### **A. Entire Agreement**

The Association and Office agree that this Agreement is designed to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agree that the Office shall not be obligated to meet and negotiate with respect to any subject or matter, even though such subjects or matters were proposed and later withdrawn. However, nothing herein shall prohibit negotiations on such other matters as the Office and Association may mutually agree upon.

### **B. Separability and Savings**

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or section 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.

### **C. Effect Upon Office Policies**

The Office reserves the right to 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 Office policies, rules, regulations, or procedures, the terms of this Agreement shall prevail.

## **ARTICLE XVIII - DURATION AND RENEGOTIATIONS**

This Agreement shall become effective upon Association ratification and report to the Superintendent and shall remain in effect up to and including June 30, 2021, and thereafter shall continue in effect year by year unless one of the parties has notified the other in writing of intention to terminate.

The parties agree that Article IX Compensation is closed for purposes of 2019-2020 negotiations. The parties agree to reopen negotiations for 2019-2020 on two (2) other Articles at the choice of the Association and two (2) other Articles at the choice of the Office. Negotiations of President's Leave will be considered a mutual reopener in addition to the other two (2) Articles.

## **ARTICLE XIX - PEER ASSISTANCE AND REVIEW**

### **A. Purpose**

The Office and Association agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded professional development and peer assistance. Teachers referred to, or who volunteer for the Peer Assistance and Review Program are valuable professionals who deserve to have the best available resources provided to them in the interest of improving performance. This program shall be entitled the Peer Assistance and Review Program (sometimes referred to as “PAR” or “the Program”).

Effective July 1, 2000, the Peer Assistance and Review Program shall become fully operational and will completely replace the California Mentor Teacher Program. The California Peer Assistance and Review Program shall establish a teacher peer assistance and review system as a critical resource mechanism that allows Consulting Teachers to assist Participating Teachers in gaining knowledge in subject matter and/or teaching strategies.

The Joint Panel will develop timelines for each step in the Peer Assistance and Review process. This information shall be distributed to all sites at the beginning of each school year along with evaluation guidelines.

### **B. Definitions**

#### **1. Peer Assistance**

The PAR Program consists of the two components: 1) peer assistance and 2) peer review. Both new and experienced teachers benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher. Activities to provide professional support will be designed to strengthen the Participating Teacher’s skills and expertise in areas that relate to the volunteer’s request, or in the identified areas of the unsatisfactory performance. These include the following areas:

- a. Engaging and supporting all students in learning
- b. Instructional skills and techniques
- c. Adherence to content standards and curricular objectives
- d. Classroom management
- e. Lesson design and presentation

- f. Assessment of student progress toward established state standards
- g. Suitable learning environment

## 2. Peer Review

Peer review describes a process by which the Consulting Teacher will monitor, guide, and support the progress of his/her assigned referred Participating Teacher toward a satisfactory level of classroom performance. The review process shall include the following:

- a. Collaboration between the Consulting Teacher and the referred Participating Teacher in developing mutually agreeable performance goals for the referred Participating Teacher based on the unsatisfactory evaluation.
- b. A collaborative and cooperative relationship between the Consulting Teacher and the administrator who supervises the Participating Teacher shall be maintained throughout the review process.
- c. Monthly written reports to the referred Participating Teacher and to the Joint Panel.
- d. Summary Reports prepared by the Consulting Teacher shall be provided to the referred Participating Teacher and the Joint Panel.
- e. The final evaluation of the referred teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance.

## 3. Joint Panel

The Joint Panel shall be comprised of seven (7) members, the majority of whom must be certified classroom teachers, selected by the Association. The Office shall appoint its own members. A quorum for conducting business must be comprised of five (5) panel members, three (3) teachers and two (2) administrators.

## 4. Referred Participating Teacher

A referred Participating Teacher is a teacher who has achieved permanent status who has received one or more unsatisfactory evaluations on at least one area of the Standards Based Evaluation Tool. These teachers will be recommended for PAR services by their evaluator.

## 5. Volunteer Participating Teacher

A voluntary participating teacher is a permanent teacher who wants to expand or update professional practices. Criteria used for voluntary participation will be based on the areas cited in the California Standards for the Teaching Profession.

The areas are as follows:

- a. Engaging and supporting all students in learning.
- b. Creating and maintaining effective environments for student learning.
- c. Understanding and organizing subject matter for student learning.
- d. Planning, instruction, and designing learning experiences for all students.
- e. Assessing student learning.
- f. Developing a professional educator.

Participation in the program will be based on need and availability of funds.

A volunteer Participating Teacher will only be involved in the assistance component of the PAR program. It is understood that the purpose of participation is to provide peer assistance and the Consulting Teacher shall play no role in the evaluation of teacher performance.

## 6. Beginning Teachers

A beginning teacher is defined in legislative language and may include fully credentialed first or second year teachers, preliminary credentialed teachers, pre-intern teachers, intern teachers, emergency permit teachers and variable term waiver teachers.

Beginning teachers shall be served on a priority determined by the BTSA and Intern programs. The percent of funds received shall be determined by the Joint Panel of PAR and shall be used to support beginning teachers in the intern and BTSA programs.

## 7. Lead Consulting Teacher

A Lead Consulting Teacher is a permanent teacher selected by the Joint Panel to provide support to the referred and voluntary teachers. The Lead Consulting Teacher will assume additional responsibilities as determined appropriate by the Joint Panel.

## 8. Sustained Assistance

Providing support as outlined in the assistance plan that is continuous over the course of a calendar year commencing with the implementation date of the plan.

## C. Joint Panel

### 1. Organization and Selection

The PAR program is administered by the Joint Panel that consists of three teachers, two administrators, and two alternates (one teacher and one administrator). Alternates will serve as voting members in the absence of a regular voting member or as a replacement due to a regular member's absence.

The chair alternates annually between a teacher and an administrator.

A panel year is defined as July 1 through June 30.

A panel member's term shall be three (3) years. For the first year, those selected will randomly be appointed for two (2) or three (3) year terms.

### 2. Duties and Responsibilities

The Joint Panel shall:

- a. Administer the PAR program.
- b. Oversee Par Budget
- c. Adopt Rules and Regulations to accomplish the provision of this article. These Rules and Regulations must be consistent with the provision of the Agreement, AB 1-X, and the California Education Code.
- d. Establish operating rules and procedures for PAR implementation:
  - 1) Schedule meetings within the unit members work day consistent with program needs and budget allowances
  - 2) Schedule trainings for Joint Panel and Consulting Teachers
  - 3) Use the Interest Based Decision Making Model
  - 4) Method to notify LACEA unit members of all program offerings, rules and procedures
- e. Develop an annual budget to be submitted to the Superintendent or Designee.
- f. Establish and oversee recruitment, selection and the training of a pool of eligible Consulting Teachers.
- g. Submit names of selected Consulting Teachers for processing of vacancy authorization forms and personnel requisitions.
- h. Assign Consulting Teachers a caseload of Participating Teachers.

- i. Meet periodically with Consulting Teachers to review the Referred Teachers' progress and documentation.
  - j. Evaluate Consulting Teachers.
    - 1) overall performance
    - 2) documentation
    - 3) timely submission of reports
    - 4) continuing eligibility
  - k. Collaborate with other teachers support programs.
  - l. Establish criteria for volunteer participation based on need and availability of PAR funds.
  - m. Review final reports prepared by Consulting Teacher and make recommendations to the Superintendent regarding each Referred Teacher's progress.
  - n. Annually evaluate the Peer Assistance and Review Program and make necessary program changes.
3. Recommendation and Decision Making
- a. The Panel will make final recommendations to the Superintendent regarding the Referred Teachers who after sustained assistance are not able to demonstrate satisfactory improvement on his/her assistance plan.
  - b. All proceedings and materials related to evaluations, reports, and other personnel matters either written or verbal shall be strictly confidential. Disclosure of such information by Panel Members and Consulting Teachers is appropriate only in the implementation of this Article.
  - c. Individual panel members will refrain from participation in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.
  - d. The Joint Panel shall submit final written reports on Referred Teachers to Human Resource Services by March 1 of the current year.
  - e. The Joint Panel will hear appeals from Referred Teachers and/or Consulting Teachers regarding matters related to PAR in accordance with the Panel's established procedures.
  - f. The Joint Panel may remove a Consulting Teacher from the eligibility pool at any time because of inadequate performance or his/her unavailability to serve. The panel must provide a written statement and discuss the reasons for removal with

the Consulting Teacher. This decision by the panel will not be subject to the grievance/arbitration procedures in Article VI of the Agreement

- g. All panel proceedings shall occur within the panel/unit members work day; however, any work outside the work day shall be compensated at the unit member's daily hourly rate.

#### D. Lead Consulting Teacher

The Lead Consulting Teacher is defined as the Teacher who promotes the PAR program to the teachers and Administrators. He/she is in charge of training the Consulting Teachers when they are hired and supervise their activities. He/she reports all activities that involve the PAR panel. They are directed by the Panel.

##### 1. Qualifications

The following shall constitute minimum qualifications for the Lead Consulting Teacher:

- a. A credentialed classroom teacher who has attained permanent status.
- b. At least five (5) years of successful teaching experience with LACOE.
- c. Recent experience in classroom instruction of at least one (1) year.
- d. Demonstrate exemplary teaching ability as indicated by:
  - 1) effective communication skills
  - 2) subject matter knowledge
  - 3) knowledge and mastery of teaching strategies necessary to meet the needs of pupils in different contexts
- e. Knowledge of the application of the California Standards for Teaching Profession.
- f. Effective interpersonal skills.
- g. Ability to work within established timelines.
- h. Knowledge of the collective bargaining agreement and evaluation process.
- i. Effective written and oral communication skills.
- j. Ability to work cooperatively and effectively with colleagues.

## 2. Duties

Lead Consulting Teachers duties will include the following:

- a. Helping to choose, train, and supervise Consulting Teachers.
- b. Organize and maintain the PAR office, materials, and library.
- c. Helps in selecting and engaging speakers for workshops.
- d. Facilitate PAR workshops.
- e. Attends and facilitates the teachers at the County-Wide PAR meetings.
- f. Attend all Joint Panel meetings as a non-voting member.
- g. Maintains and updates the PAR Teacher Handbook.
- h. Helps prepare and submits annual report to Joint Panel and Boards (LACOE and LACEA).
- i. Must know contract agreement and law for PAR.
- j. Lead Consulting Teacher can retain the position for up to eight years.
- k. Being evaluated yearly by the Joint Panel.
- l. Provide and assume all the responsibilities of a consulting teacher.
- m. The selection process is the same as all Consulting Teachers.

## 3. Qualifications

The following shall constitute minimum qualifications for the Consulting Teacher:

- a. A credentialed classroom teacher who has attained permanent status.
- b. At least five (5) years of successful teaching experience with LACOE.
- c. Recent experience in the classroom instruction of at least one (1) year.
- d. Demonstrate exemplary teaching ability as indicated by:
  - 1) effective communication skills
  - 2) subject matter knowledge
  - 3) knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts
- e. Knowledge of the application of the California Standards of the Teaching Profession.
- f. Effective interpersonal skills.
- g. Ability to work within established timelines.
- h. Knowledge of the collective bargaining agreement and evaluation process.
- i. Effective written and oral communication skills.
- j. Ability to work cooperatively and effectively with colleagues.

## 4. Duties

The Consulting Teacher will assist Referred Teachers by demonstration, observation, coaching, conferencing, make recommendations for workshops and/or conferences or advise of other useful and relevant activities. In addition, the Consulting Teachers will monitor progress in attainment of the goals and objectives as stated in the assistance plan. Specific duties include:

- a. Meet with the immediate administrator to discuss the PAR program, and establish measurable performance goals identified in the unsatisfactory evaluation.
- b. Meet with the Referred Teacher to review the performance goals, develop the written assistance plan, and develop a process for determining successful completion of the PAR program.
- c. Meet with the Referred Teacher and administrator to review the assistance plan.
- d. Attend all meetings between the Referred Teacher and administrator on all issues relative to PAR.
- e. Participate in meetings and trainings
- f. Maintain a written log of contacts and specific support given to each Referred Teacher.
- g. Document all observations, visitations and meetings.
- h. Conduct multiple (minimum monthly) observations of the Referred teacher during classroom instruction, using the PAR forms.
- i. Provide specific and immediate feedback after each observation.
- j. Monitor and discuss progress with the Referred Teacher.
- k. Submit periodic written reports to Joint Panel on the progress of the Referred Teacher including mid-year and final summary reports. All reports must be discussed with the Referred Teacher prior to submission to the Joint Panel and may include written comments from the Referred Teacher.
- l. Submit the final report to the Referred Teacher to obtain his/her signature. This will verify delivery and receipt.
- m. Submit the final report to the Joint Panel within five (5) working days of delivery to the Referred Teacher.
- n. Provide assistance to the Referred Teacher until the Joint Panel concludes that the performance of the Referred Teacher is satisfactory or that further sustained assistance would be beneficial. Assistance to Referred Teachers must not be less than sixty (60) hours per the assistance plan year.
- o. Participate with the Joint Panel in the annual review of the PAR program.

## 5. Selection Process

The Consulting Teachers will be selected as follows:

- a. A notice/announcement of vacancy will be distributed by Human Resource Services.
- b. Applicants must submit an application form to Human Resource Services.
- c. Applicants must submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in teaching and working with colleagues. At least one (1) letter will be from a LACOE administrator, and one (1) from a teacher or association representative.
- d. All applications and references will be confidential.
- e. Applications submitted will be subject to a screening process established by the Joint Panel to ensure that candidates meet the minimal qualifications.

- f. Consulting Teachers will be selected by a majority vote of the Joint Panel after a minimum of two (2) representative(s), one (1) teacher and one (1) administrator of the Joint Panel have conducted a classroom observation.
- g. The Joint Panel may meet in closed session to consider the appointment of any nominee to be a Consulting Teacher.

#### 6. Terms and Conditions

- a. If the performance of the Consulting Teacher is found to be unsatisfactory, the Joint Panel may remove the Consulting Teacher at any time.
- b. The Joint Panel will replace a Consulting Teacher who is removed from service or who elects to voluntarily terminate the term of service.
- c. The Consulting Teacher's term of eligibility of service shall routinely be up to three (3) years with performance reviews. A Consulting Teacher must return to the classroom upon completion of service for one (1) year.
- d. A Consulting Teacher may not be appointed to an administrative position for the Office for one (1) full year after serving as a Consulting Teacher.
- e. Responsibilities performed by Consulting Teachers pursuant to this Article shall not constitute management or supervisory functions.
- f. The Consulting Teacher shall retain all rights of the bargaining unit.
- g. The Consulting Teacher shall have the right to present reasons in writing why his/her specifically assigned Teacher should be reassigned to another Consulting Teacher and have his/her reasons considered.

#### 7. Release Time and Workload

- a. The Consulting Teacher will be provided release time to perform their PAR duties assigned by the Joint Panel and will receive a stipend.
- b. Consulting Teachers will be provided release time for training related to the PAR program.

#### 8. Compensation

In addition to his/her regular salary, a Consulting Teacher will receive a stipend for each month of service rendered at the unit member's current hourly rate based upon Article IX, Section I. Service is defined as additional responsibilities -fourteen (14) hours of service for each month of service rendered - beyond their workday during the regular school year. In the event that a Consulting Teacher is required to work beyond the regular number of contract days in a school year, he/she will receive pro rata hourly pay, pursuant Article IX, Section I for such work, not to exceed fourteen (14) hours per month.

The stipends shall not be considered salary. Stipends are based on the availability of funds.

## E. General Provisions

1. Nothing herein shall be interpreted as limiting the authority of the Superintendent to initiate any forms of discipline against the Referred Teacher at any time consistent with the law and the certificated Collective Bargaining Agreement between the Office and the Association.
2. Nothing herein shall be interpreted as limiting the rights of a Referred Teacher to Association representation and Due Process protections in the California Education Code and in the Collective Bargaining Agreement.
3. The Office agrees to indemnify and provide a defense for the Consulting Teacher(s) and the Joint Panel member(s) against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from their participation in Peer Assistance and Review.
4. The PAR Program shall be contingent upon the continuation of direct state Funding.
5. The provisions of the PAR program shall not be subject to the grievance procedures contained in this Article IV. Complaints alleging violation of the PAR procedures contained herein shall be submitted directly to the Joint Panel for review and response.
6. All documents issued under the PAR program will be protected the same as personnel records and subject to the personnel record exemption of the California Public Records Act, to the extent permitted by law.

## **ARTICLE XX - NON DISCRIMINATION**

There shall be no discrimination by the Office of any kind against any employee on the basis of race, color, gender, religion, age, national origin, physical or mental disability, political affiliation, domicile, sexual orientation or marital status, as provided under Federal and State statutes covering the foregoing. Claims arising under this Article are to be handled under appropriate County Office policies and statutory procedures rather than the grievance/arbitration provisions of this Agreement.

## APPENDIX A - PUPIL SUSPENSION

(For the most current version of the Education Code, go to <http://leginfo.ca.gov> and click Calif. law; click Education Code and enter section)

### **Education Code § 48900. Grounds for suspension or expulsion; legislative intent**

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.

- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, “hazing” does not include athletic events or school-sanctioned events.
- (r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
- (1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
- (a) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.
- (b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (a) “Electronic act” means the creation and transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site, including, but not limited to:

(I) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(b) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) “Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, “school property” includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil’s specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

### **Education Code § 48900.2. Additional grounds for suspension or expulsion; sexual harassment**

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

### **Education Code § 48900.3. Hate violence**

In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

### **Education Code § 48900.4. Additional grounds for suspension or expulsion; harassment, threats, or intimidation**

In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and

reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

**Education Code § 48900.5. Suspension; restrictions on imposition; exception**

(a) Suspension, including supervised suspension as described in Section 48911.1, shall be imposed only when other means of correction fail to bring about proper conduct. A school district may document the other means of correction used and place that documentation in the pupil's record, which may be accessed pursuant to Section 49069. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons.

(b) Other means of correction include, but are not limited to, the following:

- (1) A conference between school personnel, the pupil's parent or guardian, and the pupil.
- (2) Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.
- (3) Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents.
- (4) Referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).
- (5) Enrollment in a program for teaching prosocial behavior or anger management.
- (6) Participation in a restorative justice program.
- (7) A positive behavior support approach with tiered interventions that occur during the schoolday on campus.
- (8) After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
- (9) Any of the alternatives described in Section 48900.6.

**Education Code §48900.7. Additional grounds for suspension or expulsion; terroristic threats against school officials, school property, or both**

(a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

**Education Code §48910. Suspension by teacher; report; conferences; referrals**

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) 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 subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

**Education Code § 44014 - Report of assault by pupil against school employee; failure a misdemeanor**

(a) Whenever any employee of a school district or of the office of a county superintendent of schools is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the employee, and the

duty of any person under whose direction or supervision the employee is employed in the public school system who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Failure to make the report shall be an infraction punishable by a fine of not more than one thousand dollars (\$1,000).

(b) Compliance with school district governing board procedures relating to the reporting of, or facilitation of reporting of, the incidents specified in subdivision (a) shall not exempt a person under a duty to make the report prescribed by subdivision (a) from making the report.

(c) A member of the governing board of a school district, a county superintendent of schools, or an employee of any school district or the office of any county superintendent of schools, shall not directly or indirectly inhibit or impede the making of the report prescribed by subdivision (a) by a person under a duty to make the report. An act to inhibit or impede the making of a report shall be an infraction, and shall be punishable by a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1,000).

(d) Neither the governing board of a school district, a member of the governing board, a county superintendent of schools, nor an employee of a school district or of the office of any county superintendent of schools shall impose any sanctions against a person under a duty to make the report prescribed by subdivision (a) for making the report.

**APPENDIX B -**  
**AGREEMENT ON ARTICLE VI**  
**DIVISION OF STUDENT PROGRAMS CALENDARS**

The Division of Student Programs (DSP) Juvenile Court Schools will pilot a new calendar for the 2019-2020 school year without changing contract language agreed upon in the 2015-2018 collective bargaining agreement.

I. Positive Work Year

LACEA members in 218 day assignments must have 218 scheduled work days between July 1, 2019 and June 30, 2020 out of 243 possible work days. 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.

LACEA members are permitted to work these non-work days and will be paid at a rate of \$250 per day for the first five 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.

II. Summer Break

The Office will establish a summer break period from July 1, 2019 through August 30, 2019. 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. No more than thirty-three percent (33%) of the staff may be out on summer break at a particular site at any one time.
  
- B. In the event that more than thirty-three percent (33%) of staff at any one site request the same summer break, priority of summer break selection shall be granted to unit members based on Officer-wide seniority and mediated by site administration based on student need.

III. Winter Break and Spring Breaks

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.

IV. Remaining Non-Work Days

LACEA members may use their remaining fifteen (15) non-work days in a flexible fashion conditional upon:

- A. The fifteen (15) non-work days outside of the member's summer break, cannot be taken from September 1 through September 15, January 27, 2020, and April 13, 2020.
- B. Five (5) non-work days must be taken consecutively.
  - 1. Consecutive non-work days cannot be added on to the beginning or end of the 2019-2020 summer break.
  - 2. Unit members must submit requests to take five (5) consecutive non-work days to the site administrator by August 31, 2019. The site administrator or designee will review these requests and finalize schedules by September 30, 2019. The site administrator will assign five (5) consecutive non-workdays to unit members who fail to submit these requests by August 31, 2019.
  - 3. Administration may deny any request that yields more than thirty-three (33%) of the site's LACEA 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. The remaining ten (10) non-work days can be used at the LACEA member's discretion subject to the limitations of this agreement.
  - 1. Unit members must request these day in NOVAtime at least forty-eight (48) hours in advance. Administration may deny any request that yields more than thirty-three (33%) of the site's LACEA 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.
  - 2. Employees who have not scheduled the ten (10) discretionary non-work days by April 1, 2020 will have these days scheduled by the administrator. Members may notify the administration if they choose to work on these scheduled non-work days.

#### V. Minimum Days

The last day prior to the winter break and the last day of the school year will be minimum days.

#### VI. Effects on Other Articles of the CBA

For purposes of Article X, Section D, the start of the school year shall be defined as the first day following the completion of summer breaks.



Los Angeles County Office of Education  
 Serving Students Supporting Communities • Leading Educators

LOS ANGELES COUNTY OFFICE OF EDUCATION  
 2019-20 INSTRUCTIONAL YEAR CALENDAR 218 WORKDAYS PAID OVER 12 MONTHS  
 DIVISION OF STUDENT PROGRAMS – MASTER CALENDAR

| School Months | First Week |    |    |    |    | Second Week |    |    |    |    | Third Week |    |    |    |    | Fourth Week |    |    |    |    |
|---------------|------------|----|----|----|----|-------------|----|----|----|----|------------|----|----|----|----|-------------|----|----|----|----|
|               | M          | T  | W  | T  | F  | M           | T  | W  | T  | F  | M          | T  | W  | T  | F  | M           | T  | W  | T  | F  |
| July 1        | Jul 1      | 2  | 3  | 4  | 5  | 8           | 9  | 10 | 11 | 12 | 15         | 16 | 17 | 18 | 19 | 22          | 23 | 24 | 25 | 26 |
| July 26       | Jul 26     | 1  | 2  | 3  | 4  | 5           | 8  | 9  | 10 | 11 | 12         | 15 | 16 | 17 | 18 | 19          | 22 | 23 | 24 | 25 |
| July 29       | Jul 29     | 29 | 30 | 31 | 1  | 2           | 5  | 6  | 7  | 8  | 9          | 12 | 13 | 14 | 15 | 16          | 19 | 20 | 21 | 22 |
| August 23     | Aug 23     | 29 | 30 | 31 | 1  | 2           | 5  | 6  | 7  | 8  | 9          | 12 | 13 | 14 | 15 | 16          | 19 | 20 | 21 | 22 |
| August 26     | Aug 26     | 26 | 27 | 28 | 29 | 30          | 2  | 3  | 4  | 5  | 6          | 9  | 10 | 11 | 12 | 13          | 16 | 17 | 18 | 19 |
| September 20  | Sept 20    | 26 | 27 | 28 | 29 | 30          | 2  | 3  | 4  | 5  | 6          | 9  | 10 | 11 | 12 | 13          | 16 | 17 | 18 | 19 |
| September 23  | Sept 23    | 23 | 24 | 25 | 26 | 27          | 30 | 1  | 2  | 3  | 4          | 7  | 8  | 9  | 10 | 11          | 14 | 15 | 16 | 17 |
| October 18    | Oct 18     | 23 | 24 | 25 | 26 | 27          | 30 | 1  | 2  | 3  | 4          | 7  | 8  | 9  | 10 | 11          | 14 | 15 | 16 | 17 |
| October 21    | Oct 21     | 21 | 22 | 23 | 24 | 25          | 28 | 29 | 30 | 31 | 1          | 4  | 5  | 6  | 7  | 8           | 11 | 12 | 13 | 14 |
| November 15   | Nov 15     | 21 | 22 | 23 | 24 | 25          | 28 | 29 | 30 | 31 | 1          | 4  | 5  | 6  | 7  | 8           | 11 | 12 | 13 | 14 |
| November 18   | Nov 18     | 18 | 19 | 20 | 21 | 22          | 25 | 26 | 27 | 28 | 29         | 30 | 31 | 1  | 2  | 3           | 4  | 5  | 6  | 9  |
| December 13   | Dec 13     | 18 | 19 | 20 | 21 | 22          | 25 | 26 | 27 | 28 | 29         | 30 | 31 | 1  | 2  | 3           | 4  | 5  | 6  | 9  |
| December 16   | Dec 16     | 16 | 17 | 18 | 19 | 20          | 23 | 24 | 25 | 26 | 27         | 30 | 31 | 1  | 2  | 3           | 6  | 7  | 8  | 9  |
| January 10    | Jan 10     | 16 | 17 | 18 | 19 | 20          | 23 | 24 | 25 | 26 | 27         | 30 | 31 | 1  | 2  | 3           | 6  | 7  | 8  | 9  |
| January 13    | Jan 13     | 13 | 14 | 15 | 16 | 17          | 20 | 21 | 22 | 23 | 24         | 27 | 28 | 29 | 30 | 31          | 3  | 4  | 5  | 6  |
| February 7    | Feb 7      | 13 | 14 | 15 | 16 | 17          | 20 | 21 | 22 | 23 | 24         | 27 | 28 | 29 | 30 | 31          | 3  | 4  | 5  | 6  |
| February 10   | Feb 10     | 10 | 11 | 12 | 13 | 14          | 17 | 18 | 19 | 20 | 21         | 24 | 25 | 26 | 27 | 28          | 2  | 3  | 4  | 5  |
| March 6       | Mar 6      | 10 | 11 | 12 | 13 | 14          | 17 | 18 | 19 | 20 | 21         | 24 | 25 | 26 | 27 | 28          | 2  | 3  | 4  | 5  |
| March 9       | Mar 9      | 9  | 10 | 11 | 12 | 13          | 16 | 17 | 18 | 19 | 20         | 23 | 24 | 25 | 26 | 27          | 30 | 31 | 1  | 2  |
| April 3       | Apr 3      | 9  | 10 | 11 | 12 | 13          | 16 | 17 | 18 | 19 | 20         | 23 | 24 | 25 | 26 | 27          | 30 | 31 | 1  | 2  |
| April 6       | Apr 6      | 6  | 7  | 8  | 9  | 10          | 13 | 14 | 15 | 16 | 17         | 20 | 21 | 22 | 23 | 24          | 27 | 28 | 29 | 30 |
| May 1         | May 1      | 6  | 7  | 8  | 9  | 10          | 13 | 14 | 15 | 16 | 17         | 20 | 21 | 22 | 23 | 24          | 27 | 28 | 29 | 30 |
| May 4         | May 4      | 4  | 5  | 6  | 7  | 8           | 11 | 12 | 13 | 14 | 15         | 18 | 19 | 20 | 21 | 22          | 25 | 26 | 27 | 28 |
| May 29        | May 29     | 4  | 5  | 6  | 7  | 8           | 11 | 12 | 13 | 14 | 15         | 18 | 19 | 20 | 21 | 22          | 25 | 26 | 27 | 28 |
| June 1        | Jun 1      | 1  | 2  | 3  | 4  | 5           | 8  | 9  | 10 | 11 | 12         | 15 | 16 | 17 | 18 | 19          | 22 | 23 | 24 | 25 |
| June 26       | Jun 26     | 1  | 2  | 3  | 4  | 5           | 8  | 9  | 10 | 11 | 12         | 15 | 16 | 17 | 18 | 19          | 22 | 23 | 24 | 25 |
| June 29-30    | Jun 29-30  | 29 | 30 |    |    |             |    |    |    |    |            |    |    |    |    |             |    |    |    |    |

NON-WORKING DAYS:

- B Board Holiday
- L Legal Holiday
- R Board Recess

PF= Pupil Free Days  
 MD= Minimum Day for Students & Teacher Preparation

Selection of Non-Duty days, as follows:

- 10 consecutive Non Duty Days must be taken between July 1, 2019 and August 30, 2019
- These 10 Consecutive Non Duty Days must be submitted to the school's administrator by 07/01/19.
- 5 consecutive Non Duty Days must be taken between September 16, 2019 and June 30, 2020
- Administrator will assign consecutive Non-Duty days to those who fail to submit specific dates by 08/31/19
- 10 Flexible Non Duty Days can be taken at any time throughout the school year, except as follows
- Non Duty Days cannot be taken from September 3, 2019 to September 13, 2019, on January 27, 2020, and on April 13, 2020
- no more than 33% of the staff can take Non Duty days on any one day
- Possibility to work any of consecutive Non-Duty days at the substitute daily rate
- Possibility to work 5 first Non-Duty days at the rate of \$250 per day, then Non-Duty days at the substitute daily rate

Human Resource Advisory and Support Services

**APPENDIX C**  
**POLICY ON INCLEMENT WEATHER AND POST-EARTHQUAKE**

1. In September of each school year site administrators shall file updated site inclement weather and earthquake plans with their area administrator, in accord with division regulations. These plans shall be reviewed in September of each year with the school staff.
2. During inclement weather (severe flooding and rain, heavy snowfalls), forest fires requiring evacuation, rock slides, post-earthquake conditions, and other "acts of God", employee are expected to remain at, or report to his/her supervisor. A site plan for such emergencies (assignment of alternative work sites, etc.) should be formulated, especially for the selection of alternative work sites that area reasonable distance from the employee's home. Additionally, site plans might include a disaster designee", in the event that the site administrator cannot access the site, and /or the telephones are out.
3. During inclement weather or post-earthquake conditions, the principal is responsible for communicating conditions and making recommendations regarding school closure, through the area administrator, the division director, to the assistant superintendent, school operations, who has the authority to declare schools closed.

## **APPENDIX D - Ed Programs Site-Based Committee**

### **Guidelines for Establishing Priorities for Site Allocated Funds**

These guidelines provide the following common understandings relating to any site allocated monies distributed to each PAU or AEC.

1. Each PAU or AEC shall establish a site-based committee comprised of teachers, other staff members, parents and/or community members. The committee shall be inclusive of all existing stakeholders.
2. The selection of committee members shall be by peers.
3. The recommended size of the committee should range from 6 to 12 participants. The range is recommended only and not a required number.
4. The responsibilities of the site-based committee will be as follows:
  - A. Establish a meeting schedule to meet time-lines for filing plans with the division, budget set-up, and purchase order processing.
  - B. Set criteria for usage of the site allocated monies. Such criteria must take into account the intent for usage as defined by the legislature and the priority needs expressed by site committees.
    - 1) Priority needs identified in the past have included:
      - a) Instructional materials for pupil use, i.e., textbooks, supplemental texts, individualized instructional materials, communication devices;
      - b) Classroom furniture or equipment to bring classrooms or workplaces in line with needs of students served;
      - c) Classroom technology i.e., computers, network, printers;
      - d) Monies for community-based training instructional activities.

These priorities are subject to change as determined by the site based committee.

- C. Notify all staff of the site allocated monies available, criteria for usage, and time-lines for receiving suggestions and making decisions.
- D. Survey suggestions from all members of the staff on priorities for the PAU/AEC.
- E. Review all input received considering the legislative intent and make recommendations to the principal, in priority order, on allocation usage for the PAU/AEC.

- F. Sign site-based plan/assurance sheet completed by the principal and/or committee chair.
- G. PAU/AEC principal completes the site-based plan on appropriate division form and forwards form to the division for approval. The site-based plan must include the following:
  - 1) Description of the process and list of members on the site-based committee;
  - 2) Assurance statement signed by members of the site-based committee;
  - 3) Priorities for use of the site allocated monies;
  - 4) Budget plan with proper account codes and purchase requisitions, as appropriate.

In closing, the intent of these guidelines is to provide a consistent, ongoing shared decision-making process for allocating site-based funds to support jointly developed, local strategic plans.

## APPENDIX E - TSA MEMORANDUM OF UNDERSTANDING

Memorandum of  
Understanding Agreement Between  
Los Angeles County Education Association  
And  
Los Angeles County Office of Education

The Office and the Association agree to the following Memorandum of Understanding regarding Teachers on Special Assignment.

1. TSAs are seen as critical to the operation of all three educational program divisions for the purpose of program development, inservice, teacher support and meeting specialized pupil needs.
2. The division will coordinate with HRS and the Association as they develop TSA positions for the Office's consideration and approval. Revised 2006-07
3. The Office will collaborate with LACEA on new positions prior to announcement. Revised 2006-07
4. All new TSA positions will be identified in a notice prepared and distributed by HRS that include responsibilities and application timelines. Selection process will be identified in the notice and will be consistent with contract transfer language with attention to experience and training identified in the notice.
5. The Office will use a paper screening and an interview panel to select candidates consistent with criteria identified in the transfer Article and the position notice. Revised 2006-07
6. All positions are year to year subject to the availability of funds.
7. All TSA positions will be reviewed by the Division Director and a LACEA rep every three years. Revised 2006-07
8. TSA positions will be assigned 7 or 8 hours as determined by the Office and Association based on the scope of assignment. Similar assignments will be consistent in hours and calendar. Revised 2006-07
9. The Division of Juvenile Court and Community Schools positions will be on a twelve (12) month calendar.
10. The Divisions of Alternative Education and Special Education positions will be on the ten (10) month calendar with twenty (20) days buy back or twelve (12) month Calendar. Revised 2006-07
11. TSAs are not to perform administrative functions or performance evaluations. Administrative functions are defined as supervision and evaluation of staff.
12. Counselors will be eligible to apply for TSA assignments.

**APPENDIX F**

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## APPENDIX G - PRESIDENT'S LEAVE MOU

### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

THE LOS ANGELES COUNTY OFFICE OF EDUCATION

#### AND

THE LOS ANGELES COUNTY EDUCATION ASSOCIATION

#### ASSOCIATION PRESIDENT'S LEAVE

#### 2016-2017

Whereas the Los Angeles County Employees Association (LACEA) desires to arrange the Association President, Brian Christian, to be released from his duties for fifty percent (50%) of the school year effective as of the date of this signed agreement. The Los Angeles County Office of Education (LACOE) and LACEA agree to the following:

1. **Work year.** The first day of the planned leave of absence will be effective July 5, 2016 through June 30, 2017 totaling 109 days. The Association President shall work at his assigned PAU/School Assignment on Mondays and Fridays from 8:00 a.m. – 3:00 p.m. and from 8:00 -11:30 on Tuesdays. The Association President shall serve 10 days of the summer intersession schedule and 2.5 days of a Spring Intersession in his assignment.
2. **Part-time leave of absence.** In accordance with Education Code section 44987(a), LACOE grants to the Association President upon his request a leave of absence without loss of compensation for the purpose of enabling the Association President to serve as a part time officer. The Association President shall be released on behalf of LACEA while on a fifty percent basis. The basis for this time shall serve as a benefit to unit members with LACEA wherein the Association President has opportunity to address and meet the various needs of the unit members throughout the course of the 2016-2017 year. Consequently, LACOE will assign the Association President's position on fifty percent basis this year to a position determined by the Office for remainder of his 100% assignment and in each subsequent year thereafter during which this arrangement is in effect.
3. **Compensation and Benefits.** The Association President will use leave while performing as the Association President and be compensated at his base rate of pay. The Association President will be eligible for all applicable employee benefits of a regular employee in accordance with Education Code section 44987(a). Compensation includes salary, health and welfare benefits, State Teachers' Retirement System (STRS) contributions and all other payments made to or on

behalf of the employee as a direct function of the employee's salary, (examples include but are not limited to Worker's Compensation, Unemployment insurance, Medicare, etc.). The required employer and employee contribution rate shall be the rate adopted by the Teacher's Retirement Board as a plan amended with respect to the Defined Benefit Program provisions in Section 22711. The Association President shall earn full service credit during the leave of absence and shall pay member contributions as prescribed by section 22711.

4. **Reimbursement.** LACOE shall be reimbursed by LACEA for fifty percent (50%) of all compensation paid the Association President on account of the President's Leave. Reimbursement by LACEA shall be made within ten (10) days after its receipt of LACOE's invoices, which will be invoiced in January 2016, and June 2016.

Once 2016-2017 reimbursement payments are received in full, LACOE and LACEA will reconvene in 10 days to negotiate the President's leave release, provided LACEA has complied with the past due payment terms detailed in Section 5 of this agreement.

5. **Past Due Payments.** LACOE and LACEA further agree that the past due payments of President's Leave for 2014-2015 in the amount of \$51,941.32, and 2015-2016 in the amount of \$68,625.32, for a combined total of \$120,566.64, must be paid in full by December 31, 2016.
6. **Leave Accounting.** Monthly leave attendance reports shall be completed by the Reporting Site of the Association President's 50% assignment as part of the monthly attendance accounting. An electronic payroll attendance claim shall be submitted by the LACEA President reporting Association leave as Tuesday, Thursday, and every other Friday. The payroll report is due on the payroll scheduled last day to report attendance of every month. Illness leave, and all other approved leave shall be recorded in order for LACOE to accurately account credit any leave granted under the LACEA Agreement and for accurate reporting purposes to STRS. The Association President shall report attendance as described by the LACOE policy and requirements of the electronic attendance reporting procedures.

Absence reporting claims will be provided directly to his supervisor and shall be reported by the Association President in accordance with LACOE policies, division rules and the Principal Administrative Unit protocols. Electronic absence claim reporting for approved association leave that alters the approved schedule are due at the time the written request is made to Labor Relations. No absence claim is required for Association Leave that adheres to the approved schedule.

7. **Release Time Leave Accounting.** Fifty percent (50%) of any leave taken during the period of this MOU shall be deducted equally from both LACEA and LACOE regardless of the days of illness; (e.g. illness leave of 2 days shall be recorded as 1 day from the Association release and 1 day from assigned duties from LACOE). No more than an average of one day each month shall be utilized for school related business that is paid by the office for attendance in meetings at the request of the office.

All related School Business Release shall be pre-approved in writing by the school administrator at least 3 days prior to the leave requested and shall not be shared equally by LACEA and the LACOE if the number of days assigned for services normally provided to students in this assignment over the course of the school year is reduced to less than 100 days. The Association President shall use NOVAtime for recording all LACEA leave days. Any school business leave without 3 days prior notice can be denied by the school administrator. Written notification to Labor Relations of changes to the schedule and requests for leave outside the approved schedule are the responsibility of the Association President.

8. **Leave Balances.** When using leave, a deduction will be made from the Association President's appropriate balances.
9. **Office Related Duties.** One hundred and nine (109) days of the 218 work-year shall be utilized for Office related duties in the designated assignment. One hundred and nine (109) days of the 218 day work-year shall be designated release as Association Leave. LACEA may utilize Association Leave for either association business or to designate the Association President to attend office/school business related meetings. The Association President may assign other LACEA unit members to represent LACEA at Office related meetings so as not to disrupt service to students in his regular 50% assignment. The determination of whether a request is disruptive to the services to students is at the discretion of the site administrator.
10. **Expiration of Leave/Return to Duty.** LACOE will hold a place for the Association President in the office until the 50% release expires, with the right to return to LACOE in a 100% FTE position. Reasonable effort will be made to assign the Association President to the same site; however there is no assurance that when a leave necessitates a long-term replacement, for a school year or longer, the return assignment will be at the same school or administrative site where the Association President was assigned when the leave was authorized.

To that end, at the conclusion of the Association President's leave, the Association President shall be returned to duties associated with his job classification. The Association President will have the right to return to any vacant assignment according to his seniority, and following his submission of a list of his four (4) preferences of the open vacant positions within his credentialed area. Subsequently, the Chief Human Resources Officer will place the Association President at a site in order of preference on the preference list.

11. **Access to sites.** Access to program sites and facilities by the Association President shall be consistent with the contract language in Section A, Article IV Association Rights. Contact with employees by the Association President will occur during an employee's non-work time. When it is necessary for the Association President to conduct a site visit during work-time, the Association President shall first contact the school site and inform the administrator of the need and estimated duration for the site visit. If the Association President is unable to discuss the site visit with the site administrator or if Association President receives no response from the site administrator, the Association President will contact the Office of Labor Relations who will make the notification to the site. The scheduling of site visits will be done at such time to minimize disruption of employee work and will not interfere with employee's work assignments. LACOE will not unreasonably withhold its approval of a site visit with the employee.
  
12. **Disputes.** The Association President's Leave, its administration and rules, shall only be subject to appeal under the Grievance Procedures of the Collective Bargaining Agreement currently in effect between LACEA and LACOE after the following efforts are exhausted. In the event of a dispute, controversy or claim arising out of or relating to this Memorandum of Understanding (MOU), or the breach, termination or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the Chief Human Resources Officer and LACEA's duly authorized representative. Each party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this MOU.

**Effective Date.** Upon agreement and ratification by LACEA, this provision shall be effective upon approval by the Los Angeles County Superintendent of Schools. This agreement terminates June 30, 2017. A successor agreement may be negotiated annually by mutual agreement of the parties beginning thirty (30) days prior to its termination.

Entered into the 21st day of October 2016, in Downey, California.

For LACEA:



\_\_\_\_\_  
Brian Christian  
Association President

For LACOE:



\_\_\_\_\_  
Darren McDuffie, Ed.D.  
Chief Human Resources Officer

## **APPENDIX H - Extended Minutes and Extended Day in the Division of Special Education**

### **1. Application to Division of Special Education Only**

This Appendix shall be applicable to the Division of Special Education (DSE) only. Each DSE classroom teaching position will be assigned a designation for Extended Minutes and/or Extended Day. Designated Instructional Services (DIS) personnel are excluded from this Appendix and are governed by Article IX, Section H.

### **2. Extended Instructional Minutes**

Each classroom teaching position that requires teachers to instruct beyond 300 minutes per working day (exclusive of students' breakfast and lunch recess and/or nutrition break) will have a specific designation for payment in lieu of a preparation period or portion thereof. Depending upon the amount of extended instructional minutes assigned to the classroom teaching position, payment will be in the form of a "stipend" or based upon the teacher's "hourly rate."

#### **a. Stipend**

Those classroom teaching positions that instruct from 1 through 24 minutes beyond 300 minutes per working day, will be assigned a Stipend ("S"), calculated on a substitute teacher base rate, which is paid twice per year as follows: In the month of February for the first semester and in the month of July for the second semester. See attached table for minutes and corresponding stipend amounts.

(Revised 2006-07)

#### **b. Hourly Rate**

Those classroom teaching positions that instruct from 25 through 60 minutes beyond 300 minutes per working day will be assigned a designation of Extended Minutes teacher's hourly rate ("EM"), at quarter hour increments, e.g., EM 30, EM 45 or EM 60, calculated on the assigned teacher's hourly rate of pay, up to a maximum of 60 minutes per day, which is paid monthly beginning in September and ending in June. For newly hired, reassigned, or transferred classroom teaching positions, extended minutes shall be paid beginning with the November 5 pay warrant, retroactive to the first day of the assignment. (Revised 2006-07)

### **3. Extended Day**

Each classroom teaching position that requires a teacher to supervise or instruct beyond the seven (7) hour day, routinely, will have a specific designation for payment as Extended Day ("ED") in five (5) minute increments, e.g., ED 5, ED 10, ED 15, etc., calculated on the assigned teacher's hourly rate of pay, which is paid monthly. For newly hired, reassigned, or transferred classroom teaching positions, extended minutes shall be paid beginning with the November 5 pay warrant, retroactive to the first day of the assignment. (Revised 2006-07)

#### 4. Assignment Designation Procedures

- a. Commencing with the 2006-2007 school year, each classroom teaching position within DSE will be given an extended instructional minutes and/or extended day designation. If any position has a regularly scheduled shortened or minimum day in which LACOE participates, the instructional minutes and/or extended day will be averaged for the school year.
- b. Classroom teaching positions will be reevaluated on an annual basis only if the position has:
  - i. moved to another school location;
  - ii. had a bell schedule change;
  - iii. had a bus schedule change; or
  - iv. changed in such a manner that would merit reevaluation.
- c. For all situations described in section 4.b. i., B), and D) (the following procedures shall be followed):
  - i. As soon as one party (administrator or teacher) becomes aware that the class is being moved to another school location, the school site's bell schedule has been changed, or the position has changed in such a manner that would merit reevaluation, that party will notify the other party in writing. The written notice should be given no later than ten (10) working days from first becoming aware of the information.
  - ii. Within ten (10) working days from the date of the written notification of a possible change in assignment designation, the LACOE site administrator and the teacher assigned to the classroom teaching position in question will work together to complete an Assignment Designation Form, which shall be signed by both parties, reflecting a change in assignment designation. The LACOE site administrator will send the form to the Area Administrator, with a copy to the LACEA President.
- d. For all situations described in section 4.b. C) (change of bus schedule), the following procedures shall be followed:
  - i. When the teacher becomes aware that the bus is not adhering to the given transportation bus schedule, the teacher shall notify the administrator immediately.
  - ii. This notification will trigger the teacher to begin documentation on the Daily Bus Log, which shall be maintained for a minimum of ten (10) working days by the teacher.
  - iii. Thereafter, the teacher shall provide the Daily Bus Log to the Principal, who will transmit the Log, via facsimile, to LACOE or district transportation company within five (5) working days.

- iv. The transportation company will have ten (10) working days from the date of the transmission to make any necessary adjustments to the bus schedules.
  - v. If the transportation company indicates in writing that it cannot meet the assigned time schedule and must change the schedule, the position designation will be adjusted to reflect the new extended schedule, retroactive to the date the log was completed by the teacher, i.e., the 10<sup>th</sup> day of the log.
  - vi. Within ten (10) working days from the date of the written notification from the transportation company of the new modified schedule, the LACOE site administrator and the teacher assigned to the classroom teaching position in question will work together to determine whether there is a need for a change in assignment designation and, if there is, they shall complete an Assignment Designation Form, signed by both parties, reflecting a change in assignment designation. The LACOE site administrator shall send the form to the Area Administrator, with a copy sent to the LACEA President.
- e. Within five (5) working days from the completion of the Assignment Designation Form, the LACOE site administrator shall prepare a Vacancy Authorization form, which shall be processed according to established Office procedures, in order to effect the change in position assignment designation.
- f. If the change in position assignment designation results in a greater amount of minutes, it will be retroactive to the first date of assignment the administrator and the teacher signed the Assignment Designation Form. If the change in position assignment designation results in a lesser amount of minutes, the teacher will be responsible for repayment to the Office. The unit member shall be notified in writing of the amount of overpayment and be provided reasonable options of repayment as determined by the unit member and the Office
- g. Should there be a dispute regarding the assignment designation, the site administration and the Area Administrator shall meet in person with the teacher and LACEA representative and make a good faith effort to resolve the matter using the interest based approach to problem resolution. If an agreement cannot be reached, the issue will be brought to the Relationship Maintenance Team (RMT), who will determine the appropriate venue for resolution and will monitor the matter in accordance with established RMT procedures. The position designation will remain as originally designated until such time that a decision is made to the contrary, but in no event later than thirty (30) calendar days.

**APPENDIX H § 2.A– TABLE FOR STIPEND AMOUNT**  
**Division of Special Education Extended Minutes Stipend Schedule**

| Level | Minutes | Amount per Semester |
|-------|---------|---------------------|
| S-1   | 1 – 2   | \$ 47.67            |
| S-2   | 3 – 5   | \$119.17            |
| S-3   | 6 – 10  | \$238.33            |
| S-4   | 11 – 15 | \$357.50            |
| S-5   | 16 – 20 | \$476.67            |
| S-6   | 21 – 24 | \$572.00            |

**APPENDIX I - JOINT BENEFITS COMMITTEE AGREEMENTS 2016 & 2017**

**JOINT HEALTH AND WELFARE BENEFITS NEGOTIATIONS**

**TENTATIVE AGREEMENT**

**Among and between the**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 624  
LOS ANGELES COUNTY EDUCATION ASSOCIATION  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99  
and the  
LOS ANGELES COUNTY OFFICE OF EDUCATION**

**10/2/2015**

1. LACOE will provide reimbursement for employee premium contributions made on October 5, November 5, and December 5, 2015 to active unit members and employees. CSEA, LACEA, LACOE, and SEIU will contribute the remaining funds from the active employees Joint Benefits Account Fund as part of this reimbursement. This reimbursement shall be distributed to all active unit members and employees who made those contributions by February 28, 2016.
2. LACOE will assume one hundred percent (100%) of the one-time cost for Health and Welfare increases for active unit members and employees effective January 1, 2016 through December 31, 2016.
3. LACOE will assume one hundred percent (100%) of the run-out/unreimbursed costs of unit member and employee health and welfare benefits for the health and welfare benefit calendar year ending December 31, 2015.
4. Active unit members and employees shall have the opportunity to opt out of LACOE's medical plans if the unit member can provide evidence of other health coverage effective January 1, 2016 through December 31, 2016. Active unit members and employees who opt out of medical plans shall receive an annual amount of \$2,000 to be paid in ten equal payments of \$200.00 during plan year. At least 57 active unit members or employees shall participate in the opting out plan to activate plan payments. If there are not enough active unit members or employees enrolled in the opting out plan to activate opt out plan payments, unit members and employees participating in the plan may reinstate LACOE health coverage.

IN WITNESS WHEREOF, the Parties have executed and entered into this agreement as of the date first written above.

DATED: 10/2/15  
By: [Signature]  
Michael Patterson  
(Print Name)

DATED: 10/2/15  
By: [Signature]  
Eunice Grigsby  
(Print Name)

DATED: \_\_\_\_\_  
By: [Signature]  
Brian Christian  
(Print Name)

DATED: 10/2/15  
By: [Signature]  
Henk B. Johnson  
(Print Name)

DATED: 10/2/15  
By: [Signature]  
BEVERLY CARTER  
(Print Name)

DATED: 10/02/2015  
By: [Signature]  
RAMON-BERNARDO CAPIRAT  
(Print Name)

DATED: 10/2/15  
By: [Signature]  
Darren McSoffie  
(Print Name)

**JOINT HEALTH AND WELFARE BENEFITS NEGOTIATIONS**

**TENTATIVE AGREEMENT**

**Between and Among the**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and Its CHAPTER 624  
LOS ANGELES COUNTY EDUCATION ASSOCIATION  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99  
and the  
LOS ANGELES COUNTY OFFICE OF EDUCATION**

**August 22, 2016**

1. The Office will assume one hundred percent (100%) of the one-time cost for Health and Welfare increases for active unit members and employees effective January 1, 2017 through December 31, 2017. See attached rate sheet.
2. No later than June 1, 2017, the Office will meet with representatives of the bargaining units to negotiate an increase to existing caps, to be effective no later than January 1, 2018.
3. Active unit members and employees shall have the opportunity to opt-out of LACOE's medical plans if the unit member or employee can provide evidence of other health coverage effective January 1, 2017 through December 31, 2017. Active unit members and employees who opt-out of medical plans shall receive an annual amount of two-thousand dollars (\$2000.00), to be paid in ten (10) equal payments of two-hundred dollars (\$200.00) during the plan year. At least fifty-seven (57) active unit members or employees shall participate in the opt-out plan to activate plan payments. If there are not enough active unit members or employees enrolled in the opt-out plan to activate plan payments, unit members and employees participating in the plan may reinstate LACOE health coverage.

2017 Los Angeles Rates - Employee Benefit Options  
 SEIU/SEA/LA/CA/CONFIDENTIAL/MANAGEMENT  
 LA Rate- Effective 01/01/2017

1 - PARTY

LACOE 2016 CAP Level + One-time contribution increase from 2016 and 2017 Employee picks up 0 increase

|   | KF2KFS      | CC2KCS                | BC2KFS      | PS2KFS      | AS2KAS            | AT2KAT                 | HN2KHS               | UH2KHS            |
|---|-------------|-----------------------|-------------|-------------|-------------------|------------------------|----------------------|-------------------|
| <b>Employee Only</b>                        |             |                       |             |             |                   |                        |                      |                   |
| Medical                                     | Kaiser      | Blue Shield           | PERS Choice | PERS Select | Anthem HMO Select | Anthem HMO Traditional | Health Net SmartCare | United Healthcare |
| Delta Care USA                              | \$ 573.89   | \$ 675.98             | \$ 637.53   | \$ 585.33   | \$ 592.78         | \$ 713.69              | \$ 526.73            | \$ 545.71         |
| VSP Vision                                  | \$ 34.95    | \$ 34.95              | \$ 34.95    | \$ 34.95    | \$ 34.95          | \$ 34.95               | \$ 34.95             | \$ 34.95          |
| VSP Vision                                  | \$ 25.56    | \$ 25.56              | \$ 25.56    | \$ 25.56    | \$ 25.56          | \$ 25.56               | \$ 25.56             | \$ 25.56          |
| LUNUM 20K Life*                             | \$ 3.47     | \$ 3.47               | \$ 3.47     | \$ 3.47     | \$ 3.47           | \$ 3.47                | \$ 3.47              | \$ 3.47           |
| LUNUM 2K Life Dep*                          | \$ 0.32     | \$ 0.32               | \$ 0.32     | \$ 0.32     | \$ 0.32           | \$ 0.32                | \$ 0.32              | \$ 0.32           |
| Total Monthly Cost                          | \$ 638.19   | \$ 740.28             | \$ 701.83   | \$ 629.63   | \$ 667.08         | \$ 777.99              | \$ 591.03            | \$ 610.01         |
| Total Yearly Cost                           | \$ 7,658.28 | \$ 8,883.36           | \$ 8,421.96 | \$ 7,555.56 | \$ 7,994.96       | \$ 9,335.98            | \$ 7,082.36          | \$ 7,320.12       |
| 2017 LACOE Contribution @ 2016 Cap          | \$ 8,033.00 | \$ 8,033.00           | \$ 8,033.00 | \$ 8,033.00 | \$ 8,033.00       | \$ 8,033.00            | \$ 8,033.00          | \$ 8,033.00       |
| 2016 One-Time Additional LACOE Contribution | \$ -        | \$ -                  | \$ -        | \$ -        | \$ -              | \$ 984.88              | \$ -                 | \$ -              |
| 2017 One-Time Additional LACOE Contribution | \$ -        | \$ -                  | \$ -        | \$ -        | \$ -              | \$ -                   | \$ -                 | \$ -              |
| Total 2017 LACOE Contribution               | \$ 8,033.00 | \$ 8,033.36           | \$ 8,421.96 | \$ 8,033.00 | \$ 8,033.00       | \$ 9,017.88            | \$ 8,033.00          | \$ 8,033.00       |
| Yearly Excess Cost over Cap                 | \$ -        | \$ 0.00               | \$ 0.00     | \$ 0.00     | \$ 0.00           | \$ 31.80               | \$ -                 | \$ -              |
| 2017 Yearly Cost to Employee                | \$ -        | \$ -                  | \$ -        | \$ -        | \$ -              | \$ 31.80               | \$ -                 | \$ -              |
| 2016 Yearly Cost to Employee                | \$ -        | \$ -                  | \$ -        | \$ -        | \$ -              | \$ 0.00                | \$ -                 | \$ -              |
| 2015 Yearly Cost to Employee                | \$ -        | \$ -                  | \$ -        | \$ -        | \$ -              | \$ 0.00                | \$ -                 | \$ -              |
| Increase/Decrease Yearly Costs In 2017      | \$ -        | \$ -                  | \$ -        | \$ -        | \$ -              | \$ 31.80               | \$ -                 | \$ -              |
|   |             | with Delta Dental PPO |             |             |                   |                        |                      |                   |
| <b>Employee Only</b>                        |             |                       |             |             |                   |                        |                      |                   |
| Medical                                     | Kaiser      | Blue Shield           | PERS Choice | PERS Select | Anthem HMO Select | Anthem HMO Traditional | Health Net SmartCare | United Healthcare |
| Delta Dental PPO                            | \$ 573.89   | \$ 675.98             | \$ 637.53   | \$ 585.33   | \$ 592.78         | \$ 713.69              | \$ 526.73            | \$ 545.71         |
| VSP Vision                                  | \$ 101.69   | \$ 101.69             | \$ 101.69   | \$ 101.69   | \$ 101.69         | \$ 101.69              | \$ 101.69            | \$ 101.69         |
| VSP Vision                                  | \$ 25.56    | \$ 25.56              | \$ 25.56    | \$ 25.56    | \$ 25.56          | \$ 25.56               | \$ 25.56             | \$ 25.56          |
| LUNUM 20K Life*                             | \$ 3.47     | \$ 3.47               | \$ 3.47     | \$ 3.47     | \$ 3.47           | \$ 3.47                | \$ 3.47              | \$ 3.47           |
| LUNUM 2K Life Dep*                          | \$ 0.32     | \$ 0.32               | \$ 0.32     | \$ 0.32     | \$ 0.32           | \$ 0.32                | \$ 0.32              | \$ 0.32           |
| Total Monthly Cost                          | \$ 704.93   | \$ 807.02             | \$ 769.57   | \$ 696.37   | \$ 723.82         | \$ 844.73              | \$ 657.77            | \$ 676.75         |
| Total Yearly Cost                           | \$ 8,459.16 | \$ 9,684.24           | \$ 9,222.84 | \$ 8,356.44 | \$ 8,685.84       | \$ 10,136.76           | \$ 7,893.24          | \$ 8,121.00       |
| 2017 LACOE Contribution @ 2016 Cap          | \$ 8,033.00 | \$ 8,033.00           | \$ 8,033.00 | \$ 8,033.00 | \$ 8,033.00       | \$ 8,033.00            | \$ 8,033.00          | \$ 8,033.00       |
| 2016 One-Time Additional LACOE Contribution | \$ 65.44    | \$ 337.84             | \$ 162.84   | \$ -        | \$ 61.12          | \$ 894.84              | \$ 203.04            | \$ 88.00          |
| 2017 One-Time Additional LACOE Contribution | \$ 380.72   | \$ 1,313.40           | \$ 465.36   | \$ -        | \$ 591.72         | \$ 9,017.84            | \$ 8,033.00          | \$ 8,121.00       |
| Total 2017 LACOE Contribution               | \$ 8,459.16 | \$ 9,684.24           | \$ 8,661.20 | \$ 8,033.00 | \$ 8,685.84       | \$ 1,118.92            | \$ 8,033.00          | \$ 8,121.00       |
| Yearly Excess Cost over Cap                 | \$ -        | \$ 0.00               | \$ 66.16    | \$ 32.34    | \$ -              | \$ 111.89              | \$ -                 | \$ 0.00           |
| 2017 Yearly Cost to Employee                | \$ -        | \$ -                  | \$ 66.16    | \$ 48.74    | \$ -              | \$ 111.89              | \$ 36.11             | \$ -              |
| 2016 Yearly Cost to Employee                | \$ -        | \$ -                  | \$ 66.16    | \$ -        | \$ -              | \$ 0.00                | \$ -                 | \$ -              |
| Increase/Decrease Yearly Costs In 2017      | \$ -        | \$ -                  | \$ 0.00     | \$ (13.39)  | \$ -              | \$ 111.89              | \$ 36.11             | \$ 0.00           |



**2017 Los Angeles Rates - Employee Benefit Options**  
**SEIU/CEAL/CA/CONFIDENTIAL/MANAGEMENT**  
**LA Rate- Effective 01/01/2017**  
**FAMILY**

LACOE 2015 Cap Level + One-time contribution increases from 2016 and 2017 Employee picks up 0 increases

|   | Employee + 2       | Blue Shield             | PERS Choice             | PERS Select             | Anthem HMO                    | Anthem HMO                         | Traditional           | SmartCare              | Health Net | Healthcare | United   |
|---|--------------------|-------------------------|-------------------------|-------------------------|-------------------------------|------------------------------------|-----------------------|------------------------|------------|------------|----------|
|   | KA2/KA3            | CG2/CG3                 | BG2/BG3                 | PS2/PS3                 | AA2/AA3                       | AT2/AT3                            | HN2/HN3               | UH2/UH3                |            |            |          |
| Medical                                     |                    |                         |                         |                         |                               |                                    |                       |                        |            |            |          |
| Delta Care USA (HMO)                        | Kaiser \$ 1,492.11 | Blue Shield \$ 1,757.55 | PERS Choice \$ 1,657.58 | PERS Select \$ 1,489.88 | Anthem HMO Select \$ 1,541.23 | Anthem HMO Traditional \$ 1,855.59 | SmartCare \$ 1,369.50 | Health Net \$ 1,418.85 |            |            |          |
| VSP Vision                                  | \$ 34.95           | \$ 34.95                | \$ 34.95                | \$ 34.95                | \$ 34.95                      | \$ 34.95                           | \$ 34.95              | \$ 34.95               | \$ 34.95   | \$ 34.95   | \$ 34.95 |
| UNUM 20K Life*                              | \$ 25.56           | \$ 25.56                | \$ 25.56                | \$ 25.56                | \$ 25.56                      | \$ 25.56                           | \$ 25.56              | \$ 25.56               | \$ 25.56   | \$ 25.56   | \$ 25.56 |
| UNUM 2K Life Dep*                           | \$ 3.47            | \$ 3.47                 | \$ 3.47                 | \$ 3.47                 | \$ 3.47                       | \$ 3.47                            | \$ 3.47               | \$ 3.47                | \$ 3.47    | \$ 3.47    | \$ 3.47  |
| Total Monthly Cost                          | \$ 1,556.41        | \$ 1,821.85             | \$ 1,721.88             | \$ 1,534.16             | \$ 1,605.53                   | \$ 1,919.89                        | \$ 1,433.80           | \$ 1,483.15            |            |            |          |
| Total Yearly Cost                           | \$ 18,676.92       | \$ 21,862.20            | \$ 20,662.56            | \$ 18,409.92            | \$ 19,266.36                  | \$ 23,039.68                       | \$ 17,205.60          | \$ 17,797.80           |            |            |          |
| 2017 LACOE Contribution @ 2015 Cap          | \$ 14,137.00       | \$ 14,137.00            | \$ 14,137.00            | \$ 14,137.00            | \$ 14,137.00                  | \$ 14,137.00                       | \$ 14,137.00          | \$ 14,137.00           |            |            |          |
| 2016 One-Time Additional LACOE Contribution | \$ 708.88          | \$ 1,518.24             | \$ 423.36               | \$ -                    | \$ 1,598.52                   | \$ 2,580.56                        | \$ (527.88)           | \$ 1,046.20            |            |            |          |
| 2017 One-Time Additional LACOE Contribution | \$ 937.80          | \$ 3,414.84             | \$ 1,209.96             | \$ -                    | \$ -                          | \$ 16,697.58                       | \$ 14,137.00          | \$ 16,850.58           |            |            |          |
| Total 2017 LACOE Contribution               | \$ 15,781.48       | \$ 19,070.08            | \$ 15,770.32            | \$ 14,137.00            | \$ 17,237.68                  | \$ 18,597.58                       | \$ 14,137.00          | \$ 16,850.58           |            |            |          |
| Yearly Excess Cost over Cap                 | \$ 288.64          | \$ 2,782.12             | \$ 488.22               | \$ 427.28               | \$ 2,028.88                   | \$ 6,344.12                        | \$ 3,098.60           | \$ 847.24              |            |            |          |
| 2017 Ten Yearly Cost to Employee            | \$ 288.64          | \$ 278.21               | \$ 488.22               | \$ 427.28               | \$ 202.87                     | \$ 634.11                          | \$ 308.98             | \$ 84.72               |            |            |          |
| 2016 Ten Yearly Cost to Employee            | \$ -               | \$ -                    | \$ -                    | \$ -                    | \$ -                          | \$ -                               | \$ -                  | \$ -                   |            |            |          |
| Increase/Decrease Ten Yearly Costs in 2017  | \$ -               | \$ -                    | \$ -                    | \$ -                    | \$ (34.81)                    | \$ 634.11                          | \$ 308.98             | \$ 84.72               |            |            |          |
|   |                    |                         | with Delta Dental PPO   |                         |                               |                                    |                       |                        |            |            |          |
| Medical                                     |                    |                         |                         |                         |                               |                                    |                       |                        |            |            |          |
| Delta Dental PPO                            | Kaiser \$ 1,492.11 | Blue Shield \$ 1,757.55 | PERS Choice \$ 1,657.58 | PERS Select \$ 1,489.88 | Anthem HMO Select \$ 1,541.23 | Anthem HMO Traditional \$ 1,855.59 | SmartCare \$ 1,369.50 | Health Net \$ 1,418.85 |            |            |          |
| VSP Vision                                  | \$ 25.56           | \$ 25.56                | \$ 25.56                | \$ 25.56                | \$ 25.56                      | \$ 25.56                           | \$ 25.56              | \$ 25.56               | \$ 25.56   | \$ 25.56   | \$ 25.56 |
| UNUM 20K Life*                              | \$ 3.47            | \$ 3.47                 | \$ 3.47                 | \$ 3.47                 | \$ 3.47                       | \$ 3.47                            | \$ 3.47               | \$ 3.47                | \$ 3.47    | \$ 3.47    | \$ 3.47  |
| UNUM 2K Life Dep*                           | \$ 0.32            | \$ 0.32                 | \$ 0.32                 | \$ 0.32                 | \$ 0.32                       | \$ 0.32                            | \$ 0.32               | \$ 0.32                | \$ 0.32    | \$ 0.32    | \$ 0.32  |
| Total Monthly Cost                          | \$ 1,823.15        | \$ 1,988.59             | \$ 1,788.62             | \$ 1,600.80             | \$ 1,672.27                   | \$ 1,888.63                        | \$ 1,580.54           | \$ 1,549.88            |            |            |          |
| Total Yearly Cost                           | \$ 19,477.80       | \$ 22,863.08            | \$ 21,463.44            | \$ 19,210.80            | \$ 20,067.24                  | \$ 23,839.56                       | \$ 18,008.48          | \$ 18,588.88           |            |            |          |
| 2017 LACOE Contribution @ 2015 Cap          | \$ 14,137.00       | \$ 14,137.00            | \$ 14,137.00            | \$ 14,137.00            | \$ 14,137.00                  | \$ 14,137.00                       | \$ 14,137.00          | \$ 14,137.00           |            |            |          |
| 2016 One-Time Additional LACOE Contribution | \$ 708.88          | \$ 1,518.24             | \$ 423.36               | \$ -                    | \$ 1,598.52                   | \$ 2,580.56                        | \$ (527.88)           | \$ 1,046.20            |            |            |          |
| 2017 One-Time Additional LACOE Contribution | \$ 937.80          | \$ 3,414.84             | \$ 1,209.96             | \$ -                    | \$ -                          | \$ 16,697.58                       | \$ 14,137.00          | \$ 16,850.58           |            |            |          |
| Total 2017 LACOE Contribution               | \$ 15,781.48       | \$ 19,070.08            | \$ 15,770.32            | \$ 14,137.00            | \$ 17,237.68                  | \$ 18,597.58                       | \$ 14,137.00          | \$ 16,850.58           |            |            |          |
| Yearly Excess Cost over Cap                 | \$ 368.83          | \$ 368.30               | \$ 658.31               | \$ 647.18               | \$ 282.88                     | \$ 714.20                          | \$ 386.98             | \$ 174.81              |            |            |          |
| 2017 Ten Yearly Cost to Employee            | \$ 368.83          | \$ 368.30               | \$ 658.31               | \$ 647.18               | \$ 282.88                     | \$ 714.20                          | \$ 386.98             | \$ 174.81              |            |            |          |
| 2016 Ten Yearly Cost to Employee            | \$ -               | \$ -                    | \$ -                    | \$ -                    | \$ -                          | \$ -                               | \$ -                  | \$ -                   |            |            |          |
| Increase/Decrease Ten Yearly Costs in 2017  | \$ -               | \$ -                    | \$ -                    | \$ -                    | \$ (34.81)                    | \$ 714.20                          | \$ 386.98             | \$ 174.81              |            |            |          |

IN WITNESS WHEREOF, the Parties have executed and entered into this agreement as of the date first written above.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and Its CHAPTER 624**  
DATED: 8/22/16 BY: Eunice Lois Diah Grigsby  
Eunice Lois Graham Grigsby  
(Print Name)

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and Its CHAPTER 624**  
DATED: 8/22/16 BY: Michael Patterson  
MICHAEL PATTERSON LRR  
(Print Name)

**LOS ANGELES COUNTY EDUCATION ASSOCIATION**  
DATED: 8.22.16 BY: Brian Christian  
Brian Christian  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99**  
DATED: 8/22/2016 BY: Beverly Carter  
BEVERLY CARTER  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99**  
DATED: 8/22/2016 BY: Michael Harberger  
MICHAEL HARBERGER  
(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**  
DATED: 8-22-2016 BY: Darren McDuffie  
Darren McDuffie  
(Print Name)

## APPENDIX J - APPENDIX TO JBC AGREEMENT

### JOINT BENEFITS COMMITTEE

1. This Appendix sets forth the procedures to be followed by the Joint Benefits Committee referred to in Article IX of the bargaining agreement.
2. **Quorum.** A quorum shall consist of at least two-thirds (2/3) of the Committee members, provided that at least one (1) Office member and two (2) Union members, one each from any two (2) Unions, are present.
3. **Voting.** The Committee shall not take any action or make any decisions on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Agreement except upon the vote of each group of the Committee at a meeting of the Committee duly and regularly called or except by the signed concurrence of all Committee members without a meeting.
4. **Proxies.** A member may designate any other member as a proxy to vote and take action in the same manner and with the same effect as if the designating member were present; provided that proxies may not be counted to determine the presence of a quorum and provided that Office members may not designate Union members or Union personnel and Union members may not designate Office members or Office personnel.
5. **Unit Vote.** The Office members and the Union members shall act jointly in the administration of this Agreement, it being the intent of the Agreement that there be equal representation in the administration of the Agreement. All actions shall be decided by a unit vote, the Office members being entitled to one (1) vote, and the Union members being entitled to one (1) vote, respectively; provided, however, that in order to cast a vote at any particular meeting, no less than two (2) Office members and two (2) Union members as the case may be, are present at the meeting.

The unit vote of the Union members shall be determined first by attempting to reach a consensus among Union members present at the meeting. If consensus is not reached by the Union members, the Union unit vote will be determined by a majority vote of the Union members present at any meeting.

The unit vote of the Office members shall be determined first by attempting to reach a consensus among the Office members. If consensus is not reached by the Office members, the Office unit vote will be determined by a majority vote of the Office members present at any meeting.

If the vote among either Union members or among Office members to determine the respective unit vote ends in a tie vote, such tie shall constitute a vote in opposition to the question for purposes of the subsequent unit vote. A tie vote between Union members and Office members shall be controlled by the provisions of this Appendix.

concerning tie votes and deadlocks.

6. **Location of Meetings.** Meetings of the Joint Benefits Committee shall be held quarterly or as needed at a place agreed upon by the members.
7. **Action Without a Meeting.** Upon any matter that may properly come before the Committee, the members may act without a meeting, provided such action has the written concurrence of all the members.
8. **Deadlock.** In the event of a deadlock of the Office members and the Union members on any matter within their power, the dispute may proceed with the rules governing Impasse pursuant to the Educational Employment Relations Act (EERA).
9. **Tie Vote as Deadlock.** Subject to paragraph 10 below, a deadlock of the Committee members may occur only upon a tie vote.
10. **Procedural Requirements for Deadlock.** A deadlock of the Office members and the Union members shall not be deemed to have occurred unless and until a vote has been taken on a matter at each of two (2) meetings of the Committee, with the second meeting occurring no later than ninety (90) calendar days after the first meeting, unless the members vote to extend this time period for up to an additional ninety (90) calendar days. If information deemed germane to a matter by the Union members or the Office members is not available within the initial ninety (90) calendar day period, then that period shall be automatically extended until the information is presented to the members at a Committee meeting, except that in no event shall the extension be greater than ninety (90) calendar days.
11. **Impasse.** If a deadlock occurs pursuant to the provisions above, the parties may execute a joint declaration of inability to reach agreement or, alternatively, each union may choose to execute its own declaration of inability to reach agreement, and the matter shall thereafter proceed in accordance with the provisions of the EERA governing impasse procedures. This provision shall not be construed to force the unions to resolve the deadlock with a joint impasse.

**APPENDIX K – JBC MEMORANDUM OF UNDERSTANDING**

**(FIRST) AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
FOR CREATION AND MANAGEMENT OF A  
JOINT BENEFITS BANK ACCOUNT<sup>1</sup>**

The Los Angeles County Office of Education (“LACOE”), the California School Employees Association, Chapter 624 (“CSEA”), the Los Angeles County Education Association (“LACEA”), and the Service Employees International Union, Local 99 (“SEIU”) (collectively referred to as the “Parties”) hereby enter into this Memorandum of Understanding (“MOU”) on this 14<sup>th</sup> day of April, 2008, as amended on July 20, 2011, for the following purposes and with reference to the following facts:

WHEREAS, the Parties created the Los Angeles County Schools Joint Benefits Trust (“the Trust”) for the purpose of receiving and managing employer and employee contributions for health and welfare benefits, subject to bargaining between LACOE and the Unions; and

WHEREAS, the Parties agreed, effective January 1, 2007, to change from the Trust health plan to LACOE, for the purpose of providing for employee health and welfare benefits; and

WHEREAS, the Parties have determined that because of the change from the Trust health plan to LACOE, the purpose for the Trust no longer exists; and

WHEREAS, the Parties wish to dissolve the Trust while maintaining the monies held by the Trust in a separate designated account, to be expended only for health and welfare benefits as agreed upon by the Parties through collective bargaining negotiations.

NOW, THEREFORE, it is hereby agreed by and between LACOE, CSEA, LACEA, and SEIU as follows:

1. On or before July 1, 2008, LACOE shall open an interest bearing bank account, designated by LACOE to be a depository solely for the monies formally held by the Trust and to include and not be limited to related interest and/or dividend earnings for employee health and welfare benefits (hereinafter referred to “The LACOE Employee Health and Welfare Account”). Withdrawal, expenditures, renewals of certificate of deposit, or transfer of monies from the LACOE Employee Health and Welfare Account shall be in accordance with paragraph 6 below.

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<sup>1</sup> The intent of the Amendment is merely to clarify certain provisions of the Memorandum of Understanding (MOU), including but not necessarily limited to ¶¶ 1 and 6 relating to account transactions that require approval; and ¶¶ 4, 5, 6, and 7 relating Article IX, Compensation which is amended on a yearly basis. The Amendment herein does not affect or modify any of the substantive provisions of the MOU or their implementation thereof.

2. Expenses incurred by the Trust prior to June 30, 2008, such as expenses for outside consultants, shall be paid by the Trust before Trust funds are transferred to The LACOE Employee Health and Welfare Account. Expenses incurred by the Trust on or after June 30, 2008, if any, shall be paid from the LACOE Employee Health and Welfare Account, in accordance with paragraph 6 below.

3. The monies held by the Trust shall be transferred to The LACOE Employee Health and Welfare Account on or before June 30, 2008.

4. The Joint Benefits Committee shall continue to operate under the same terms and conditions as provided in the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, and as amended from time to time which is incorporated herein by reference.

5. LACOE shall comply with the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, and as amended from time to time which is incorporated herein by reference.

6. Withdrawals, expenditures, renewals of certificate of deposit, or transfers of monies from The LACOE Employee Health and Welfare Account shall be made only as approved by the Joint Benefits Committee and in accordance with the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, and as amended from time to time which is incorporated herein by reference. The Assistant Superintendent of Business Services (or if he/she is unavailable, the Assistant Superintendent of Human Resource Services) and a LACOE employee of the member groups shall have signature responsibilities for the account. The member group shall be selected annually, effective July 1, 2008, in alphabetical order and in the following order of rotation: CSEA 2011-12; LACEA 2012-13; and SEIU 2013-14. It is the responsibility of each member group to put someone forward to meet the obligation for the group's year, including a primary and secondary person.

7. This MOU shall not be construed as adding to or altering the terms of the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, except as specifically provided herein, and as amended from time to time which is incorporated herein by reference.

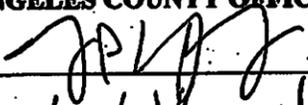
8. If for any reason any paragraph or provision of the MOU, or the application thereof, to any person, entity, or circumstance shall be held to be invalid, unenforceable, or contrary to any law, then the remainder of the MOU, or the application of such paragraph or provision to persons, entities, or circumstances other than those to

which it has been held invalid or unenforceable shall not be affected thereby and each paragraph and provision shall be valid and enforced to the fullest extent permitted by law.

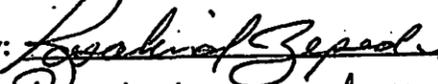
The MOU constitutes the entire agreement between the Parties and in executing the MOU, each party hereto does so freely, knowingly, and voluntarily and is fully aware of the contents and effects thereof, and such execution is not the result of any fraud, duress, mistake, or undue influence whatsoever.

9. IN WITNESS WHEREOF, the Parties have executed and entered into the MOU as of the date first written above.

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

DATED: 7/20/11 By:   
Joseph Ybarra Jr.  
(Print Name)

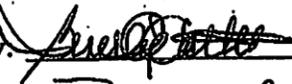
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 624**

DATED: 7/20/2011 By:   
Rosalind Zepeda  
(Print Name)

**LOS ANGELES COUNTY EDUCATION ASSOCIATION**

DATED: 7/20/2011 By: Michaela O'Neill  
Michaela O'Neill  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99**

DATED: 7/20/2011 By:   
Beverly E. CARTER  
(Print Name)

## APPENDIX L - CREDENTIALLED UNIT MEMBERS' TRAINING REQUIREMENTS

### Credentialed Unit Members' Training Requirements

The unit member's training shall determine the column of Salary Schedule A, B, or D on which the unit member is assigned. The training requirements for each column shall be those set forth below.

#### **With Permit or Waiver, But No Credential:**

- Column A      Bachelor's Degree
- Column B      Bachelor's Degree plus 15 semester units
- Column C      Bachelor's Degree plus 30 semester units

#### **With Credential:**

- Column I      Bachelor's Degree
- Column II      Bachelor's Degree plus 15 semester units
- Column III     Bachelor's Degree plus 30 semester units
- Column IV     Bachelor's Degree plus 45 semester units or a Master's Degree
- Column V      Bachelor's Degree plus 60 semester units or a Master's Degree plus 15 semester units
- Column VI     Bachelor's Degree plus 75 semester units including a Master's Degree, or a Master's Degree plus 30 semester units, or a Doctoral Degree

Unit members in service authorized by a provisional service document shall be limited to placement on Columns A, B, or C only, unless the unit member also holds a regular credential.

All units credited for column placement shall represent appropriate upper division or graduate work subsequent to receiving the Bachelor's or Master's Degrees. All units and degrees shall have been earned at an accredited college or university.

Lower division course work related to the unit member's assignment or credential(s) may be credited for salary schedule column advancement on Schedules A, B, and D (see contract provisions).

## APPENDIX M - SALARY SCHEDULES



**Los Angeles County  
Office of Education**

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### 2019-20 LACEA SALARY SCHEDULES-ANNUAL RATES FOR

TEACHERS, INTEGRATED TECHNOLOGY SPECIALISTS, RESOURCE SPECIALISTS, HEARING SPECIALISTS, AND SCHOOL NURSES

#### SALARY SCHEDULES A AND B---183 DAY ASSIGNMENT

|      |                  | PERMIT/WAIVER   |             | WITH CREDENTIAL                    |             |             |             |                |                          |
|------|------------------|-----------------|-------------|------------------------------------|-------------|-------------|-------------|----------------|--------------------------|
| Step | Years Experience | Column A/B      | Column C    | Column I                           | Column II   | Column III  | Column IV   | Column V       | Column VI                |
|      |                  | BA/BA+15        | BA+30       | BA                                 | BA+15       | BA+30       | BA+45 or MA | BA+60 or MA+15 | BA+75&MA or MA+30 or Doc |
| 1    | 0                | \$50,069.40     | \$51,319.40 | \$53,593.70                        | \$54,951.20 | \$56,463.40 | \$59,072.10 | \$60,655.90    | \$62,310.90              |
| 2    | 1                | 51,081.30       | 52,343.50   | 54,689.20                          | 56,046.60   | 57,868.30   | 60,822.50   | 62,453.80      | 64,156.40                |
| 3    | 2                | 52,093.50       | 53,522.40   | 55,784.80                          | 57,177.80   | 59,309.00   | 62,763.30   | 64,454.00      | 66,347.50                |
| 4    | 3                | 53,141.30       | 54,855.90   | 56,880.20                          | 58,320.90   | 60,797.50   | 64,930.40   | 66,668.90      | 68,966.80                |
| 5    | 4                | 54,201.00       | 56,356.10   | 58,023.20                          | 59,642.70   | 62,321.50   | 67,299.90   | 69,133.70      | 72,015.10                |
| 6    | 5                | 55,284.40       | 58,070.90   | 59,190.10                          | 60,976.20   | 64,191.00   | 69,955.20   | 71,860.30      | 75,587.20                |
| 7    | 6                | 56,534.70       | 59,952.20   | 59,190.10                          | 62,345.50   | 66,120.00   | 72,896.40   | 74,860.90      | 79,480.80                |
| 8    | 7                | 56,534.70       | 62,047.80   | 59,190.10                          | 62,345.50   | 68,108.50   | 76,135.00   | 78,183.10      | 83,791.20                |
| 9    | 8                | 56,534.70       | 62,047.80   | 59,190.10                          | 62,345.50   | 70,144.40   | 79,492.80   | 81,838.30      | 88,756.40                |
| 10   | 9                | 56,534.70       | 62,047.80   | 59,190.10                          | 62,345.50   | 70,144.40   | 83,029.10   | 85,874.90      | 94,019.50                |
|      |                  | <b>SALARIES</b> |             | <b>WITH ANNIVERSARY INCREMENTS</b> |             |             |             |                |                          |
|      |                  | a               | a           | a                                  | a           | a           | a           | b              | b                        |
| 12*  | 11*              |                 |             |                                    |             |             |             | 88,074.90      | 96,219.50                |
| 14*  | 13*              | 58,234.70       | 63,747.80   | 60,890.10                          | 64,045.50   | 71,844.40   | 84,729.10   | 88,574.90      | 96,719.50                |
| 18*  | 17*              | 58,734.70       | 64,247.80   | 61,390.10                          | 64,545.50   | 72,344.40   | 85,229.10   | 89,074.90      | 97,219.50                |
| 22*  | 21*              | 59,234.70       | 64,747.80   | 61,890.10                          | 65,045.50   | 72,844.40   | 85,729.10   | 89,574.90      | 97,719.50                |
| 26*  | 25*              | 59,734.70       | 65,247.80   | 62,390.10                          | 65,545.50   | 73,344.40   | 86,229.10   | 90,074.90      | 98,219.50                |
| 28*  | 27*              | 60,534.70       | 66,047.80   | 63,190.10                          | 66,345.50   | 74,144.40   | 87,029.10   | 90,874.90      | 99,019.50                |
| 30*  | 29*              | 61,534.70       | 67,047.80   | 64,190.10                          | 67,345.50   | 75,144.40   | 88,029.10   | 91,874.90      | 100,019.50               |

\*Anniversary Increment years (not actual salary schedule steps, shown for informational purposes).

a Annual anniversary increment commencing with the: 14th year (\$1700), 18th year (\$2200), 22nd year (\$2700), 26th year (\$3200), 28th year (\$4000) and 30th year (\$5000) of service.  
 b Annual anniversary increment commencing with the: 12th year (\$2200), 14th year (\$2700), 18th year (\$3200), 22nd year (\$3700), 26th year (\$4200), 28th year (\$5000), and 30th year (\$6000) of service.

Personnel with an appropriate earned doctorate degree shall receive an additional \$1500.00 per year (see current contract).

#### SALARY SCHEDULE D---218 DAY ASSIGNMENT

|      |                  | PERMIT/WAIVER   |             | WITH CREDENTIAL                    |             |             |             |                |                          |
|------|------------------|-----------------|-------------|------------------------------------|-------------|-------------|-------------|----------------|--------------------------|
| Step | Years Experience | Column A/B      | Column C    | Column I                           | Column II   | Column III  | Column IV   | Column V       | Column VI                |
|      |                  | BA/BA+15        | BA+30       | BA                                 | BA+15       | BA+30       | BA+45 or MA | BA+60 or MA+15 | BA+75&MA or MA+30 or Doc |
| 1    | 0                | \$59,644.80     | \$61,133.74 | \$63,843.48                        | \$65,461.04 | \$67,261.72 | \$70,370.40 | \$72,256.10    | \$74,229.00              |
| 2    | 1                | 60,850.34       | 62,354.54   | 65,149.30                          | 66,766.86   | 68,935.96   | 72,454.48   | 74,399.04      | 76,426.44                |
| 3    | 2                | 62,055.88       | 63,758.46   | 66,452.94                          | 68,114.10   | 70,651.62   | 74,767.46   | 76,781.78      | 79,035.90                |
| 4    | 3                | 63,305.02       | 65,347.68   | 67,758.76                          | 69,474.42   | 72,426.14   | 77,348.58   | 79,419.58      | 82,157.66                |
| 5    | 4                | 64,567.24       | 67,135.28   | 69,121.26                          | 71,050.56   | 74,239.90   | 80,171.68   | 82,356.04      | 85,789.54                |
| 6    | 5                | 65,857.80       | 69,177.94   | 70,509.92                          | 72,637.60   | 76,467.86   | 83,334.86   | 85,604.24      | 90,042.72                |
| 7    | 6                | 67,346.74       | 71,418.98   | 70,509.92                          | 74,270.42   | 78,765.58   | 86,838.12   | 89,179.44      | 94,681.76                |
| 8    | 7                | 67,346.74       | 73,915.08   | 70,509.92                          | 74,270.42   | 81,135.24   | 90,696.72   | 93,136.14      | 99,817.84                |
| 9    | 8                | 67,346.74       | 73,915.08   | 70,509.92                          | 74,270.42   | 83,559.40   | 94,697.02   | 97,489.60      | 105,732.18               |
| 10   | 9                | 67,346.74       | 73,915.08   | 70,509.92                          | 74,270.42   | 83,559.40   | 98,908.78   | 102,298.68     | 112,001.86               |
|      |                  | <b>SALARIES</b> |             | <b>WITH ANNIVERSARY INCREMENTS</b> |             |             |             |                |                          |
|      |                  | a               | a           | a                                  | a           | a           | a           | b              | b                        |
| 12*  | 11*              |                 |             |                                    |             |             |             | 104,498.68     | 114,201.86               |
| 14*  | 13*              | 69,046.74       | 75,615.08   | 72,209.92                          | 75,970.42   | 85,259.40   | 100,608.78  | 104,998.68     | 114,701.86               |
| 18*  | 17*              | 69,546.74       | 76,115.08   | 72,709.92                          | 76,470.42   | 85,759.40   | 101,108.78  | 105,498.68     | 115,201.86               |
| 22*  | 21*              | 70,046.74       | 76,615.08   | 73,209.92                          | 76,970.42   | 86,259.40   | 101,608.78  | 105,998.68     | 115,701.86               |
| 26*  | 25*              | 70,546.74       | 77,115.08   | 73,709.92                          | 77,470.42   | 86,759.40   | 102,108.78  | 106,498.68     | 116,201.86               |
| 28*  | 27*              | 71,346.74       | 77,915.08   | 74,509.92                          | 78,270.42   | 87,559.40   | 102,908.78  | 107,298.68     | 117,001.86               |
| 30*  | 29*              | 72,346.74       | 78,915.08   | 75,509.92                          | 79,270.42   | 88,559.40   | 103,908.78  | 108,298.68     | 118,001.86               |

\*Anniversary Increment years (not actual salary schedule steps, shown for informational purposes).

a Annual anniversary increment commencing with the: 14th year (\$1700), 18th year (\$2200), 22nd year (\$2700), 26th year (\$3200), 28th year (\$4000) and 30th year (\$5000) of service.  
 b Annual anniversary increment commencing with the: 12th year (\$2200), 14th year (\$2700), 18th year (\$3200), 22nd year (\$3700), 26th year (\$4200), 28th year (\$5000), and 30th year (\$6000) of service.

Personnel with an appropriate earned doctorate degree shall receive an additional \$1500.00 per year (see current contract).

NOTE: Maximum initial step placement for prior applicable experience (see current contract) - Step 10.

Approved by the Superintendent 04/17/19  
 Salary Rates effective 07/01/19.



**Los Angeles County  
Office of Education**

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**2019-20 LACEA SALARY SCHEDULES-ANNUAL RATES FOR COUNSELORS**

**SALARY SCHEDULE H---218 DAY ASSIGNMENT**

| Step | Years<br>Exper-<br>ience | BA+75 & MA<br>or MA+30<br>or Doctorate |             |
|------|--------------------------|--|-------------|
|      |                          | BA+45 or MA<br>Column A                | Column B    |
| 1    | 0                        | \$72,127.48                            | \$76,317.44 |
| 2    | 1                        | 75,513.02                              | 80,084.48   |
| 3    | 2                        | 79,029.36                              | 84,010.66   |
| 4    | 3                        | 82,707.02                              | 88,172.28   |
| 5    | 4                        | 86,589.60                              | 92,538.82   |
| 6    | 5                        | 90,430.76                              | 97,097.20   |
| 7    | 6                        | 94,444.14                              | 101,640.32  |
| 8    | 7                        | 98,636.28                              | 106,636.88  |
| 9    | 8                        | 102,987.56                             | 111,925.56  |
| 10   | 9                        | 108,086.58                             | 117,700.38  |
| 12*  | 11*                      | 110,286.58                             | 119,900.38  |
| 14*  | 13*                      | 110,786.58                             | 120,400.38  |
| 18*  | 17*                      | 111,286.58                             | 120,900.38  |
| 22*  | 21*                      | 111,786.58                             | 121,400.38  |
| 26*  | 25*                      | 112,286.58                             | 121,900.38  |
| 28*  | 27*                      | 113,086.58                             | 122,700.38  |
| 30*  | 29*                      | 114,086.58                             | 123,700.38  |

\*Anniversary Increment years (not actual salary schedule steps, shown for informational purposes).

Annual anniversary increment commencing with the: 12th year (\$2200), 14th year (\$2700), 18th year (\$3200), 22nd year (\$3700), 26th year (\$4200), 28th year (\$5000), and 30th year (\$6000) of service.

Personnel with an appropriate earned doctorate degree shall receive an additional \$1500.00 per year (see current contract).

NOTE: Maximum initial step placement for prior applicable experience (see current contract) - Step 10.

Approved by the Superintendent 04/17/19

Salary Rates effective 07/01/19.



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**2019-20 LACEA SALARY SCHEDULE-  
ANNUAL RATES FOR CREDENTIALLED SPEECH LANGUAGE PATHOLOGISTS**

**SALARY SCHEDULES A-SLP AND B-SLP---183 DAY ASSIGNMENT**

| Step | Years Experience | Annual Salary |
|------|------------------|---------------|
| 1    | 0                | \$68,443.04   |
| 2    | 1                | 70,467.24     |
| 3    | 2                | 72,872.48     |
| 4    | 3                | 75,753.98     |
| 5    | 4                | 79,099.81     |
| 6    | 5                | 83,041.10     |
| 7    | 6                | 87,327.64     |
| 8    | 7                | 92,066.65     |
| 9    | 8                | 97,520.09     |
| 10   | 9                | 103,318.79    |

**SALARIES WITH ANNIVERSARY INCREMENTS**

|     |     |            |
|-----|-----|------------|
| 12* | 11* | 105,518.79 |
| 14* | 13* | 106,018.79 |
| 18* | 17* | 106,518.79 |
| 22* | 21* | 107,018.79 |
| 26* | 25* | 107,518.79 |
| 28* | 27* | 108,318.79 |
| 30* | 29* | 109,318.79 |

\*Anniversary Increment years (not actual salary schedule steps, shown for informational purposes)  
Annual anniversary increment commencing with the: 12th year (\$2200), 14th year (\$2700), 18th year (\$3200), 22nd year (\$3700), 26th year (\$4200), 28th year (\$5000) and 30th year (\$6000) of service.  
Personnel with an appropriate earned doctorate degree shall receive an additional \$1500.00 per year (see current contract)

**SALARY SCHEDULE D-SLP---218 DAY ASSIGNMENT**

| Step | Years Experience | Annual Salary |
|------|------------------|---------------|
| 1    | 0                | \$81,534.24   |
| 2    | 1                | 83,945.28     |
| 3    | 2                | 86,809.80     |
| 4    | 3                | 90,243.24     |
| 5    | 4                | 94,228.32     |
| 6    | 5                | 98,924.04     |
| 7    | 6                | 104,029.56    |
| 8    | 7                | 109,675.80    |
| 9    | 8                | 116,172.24    |
| 10   | 9                | 123,078.48    |

**SALARIES WITH ANNIVERSARY INCREMENTS**

|     |     |            |
|-----|-----|------------|
| 12* | 11* | 125,278.48 |
| 14* | 13* | 125,778.48 |
| 18* | 17* | 126,278.48 |
| 22* | 21* | 126,778.48 |
| 26* | 25* | 127,278.48 |
| 28* | 27* | 128,078.48 |
| 30* | 29* | 129,078.48 |

\*Anniversary Increment years (not actual salary schedule steps, shown for informational purposes)  
Annual anniversary increment commencing with the: 12th year (\$2200), 14th year (\$2700), 18th year (\$3200), 22nd year (\$3700), 26th year (\$4200), 28th year (\$5000) and 30th year (\$6000) of service.  
Personnel with an appropriate earned doctorate degree shall receive an additional \$1500.00 per year (see current contract)

NOTE: Maximum initial step placement for prior applicable experience (see current contract) - Step 10

Approved by the Superintendent 04/17/19  
Salary Rates effective 07/01/19.

## **REFERENCE SECTION**

## **DIRECTIVES RELATING TO INCLEMENT WEATHER AND POST-EARTHQUAKE CONDITIONS**

### **1.0 EMERGENCY PLAN**

In September of each year, each principal will discuss with the PAU staff the site's emergency plan, including the inclement weather and post-earthquake policies.  
The Site Safety Committee should review and update the emergency plan each year.

### **2.0 ALTERNATE ASSIGNMENTS**

In September of each year, the principal will designate an alternate assignment for each staff member.

Principals supervising staff on alternate assignment will notify primary site principals of employees reporting for work at alternate assignments sites, if possible; otherwise, notify area administrators.

### **3.0 COMMUNICATION SYSTEM**

Each administrator will establish and disseminate, to all staff, the communication system which will be used in an event of an emergency, (e.g., telephone trees).

### **4.0 STAFF ATTENDANCE**

4.1 All employees are expected to report to their assignment regardless of inclement weather or weather-related conditions, so long as the roads to their place of assignment are declared open to properly equipped conventional passenger vehicles by the appropriate regulatory agency.

4.2 The school principal is responsible to effect communication with the appropriate agency and to communicate critical information to affected staff personnel.

4.3 When weather related conditions threaten the accessibility of roads, as declared by the appropriate regulatory agencies, the school principal may recommend an emergency school closure to the division director. Upon approval, such closure may be affected. JCCS, in the event that the Division Director is unavailable, a "disaster designee" should be assigned

4.4 Appropriate Agencies - Radio Alerts  
California Highway Patrol - designated local substation  
Caltrans System - local maintenance station  
L.A. County Sheriff - designated local sub-station  
L.A. County Road Dept. - Maintenance Division  
L.A. County Probation Dept. - site offices

- NOTE: 1 Contingencies suggesting actions contrary to the above (4.1,4.2,4.3,4.4) remain the decision prerogative of the school principal upon consultation with the Division Office. These contingencies are a matter of policy and not as such is not a negotiable item.
2. Any staff member unable to report to work for reasons must call the Division Office. If no answer, must call principal or site designee.

#### 4.5 School Business

Principals will share with staff that in the event the assistant superintendent approves school closure at both the usual place of assignment and the alternate place of assignment, the employee shall be granted school business leave for the duration of the closure.

#### 4.6 Personal Necessity

However, if the school/classes or alternate assigned site remain open and the employee is unable to get to the, site, the employee will take personal necessity leave in accord with unit contract provisions. (If roads are legally closed by CHP, or Cal Trans, including intervening roads etc., away from the site, i.e., no access, employee will take personal necessity leaves.)

### 5.0 COMMUNICATION WITH DISTRICTS AND AGENCIES

- 5.1 Principals shall notify district office or agency which houses county operated classes regarding office approved school closure and alternate plans, (e.g., Probation, LCI, District Office).
- 5.2 Principals shall communicate approved school closure with responsible local police agency.

**PROCEDURE FOR EXTENDED YEAR AND REGULAR SCHOOL YEAR  
MINIMUM DAY SCHOOL OPERATION DUE TO WEATHER CONDITIONS**

1. The Assistant Superintendent Special Education and Juvenile Court Schools may authorize a minimum day schedule when requested by the Director of Special Education or Juvenile Court Schools following approved procedures.
2. Conditions  
The principal may recommend a shortened day upon determining that:
  - a. Temperature of at least 100 degrees or more outside will occur as a result of securing advance weather forecast and this condition is expected to last over a period of several days and severe concerns are raised for the health of students resulting from these conditions.
  - b. At least a Stage II has been declared by AQMD and is expected to last for several days and there are severe concerns for students' health resulting from this condition.
  - c. Forest/brush fires, rock/mud slides, and floods, present a danger to staff and students.

Procedures

- a. Principal contacts area administrator and verbally requests.
- b. Area administrator contacts transportation planner and facilities planner. Area administrator contacts principal and gives directions to proceed or denies request.
- c. The area administrator contacts the division director and communicates recommendation.
- d. The division director may recommend minimum day schedule to Assistant Superintendent of School operations who has final approval authority.
- e. The final decision will be communicated to the principal by the division director or the area administrator.
- f. Upon verbal approval the principal shall implement the procedures including notification to all staff, parents, appropriate care facilities/agencies.
- g. The assistant superintendent (or designee) shall notify the Public Information Office and the superintendent.
- h. Within 24 hours the minimum day form, will be completed by the principal, sent to the area administrator and on to the division director to indicate all steps have been completed and minimum day was scheduled and had occurred. The division director is responsible for forwarding the form to the assistant superintendent.

## **EMERGENCY SCHOOL CLOSURES PROCEDURES**

1. Principal determines that weather conditions justify closure by calling the appropriate agencies, local California Highway Patrol, the local school transportation officer, to verify road safety. Additionally, conditions such as forest/brush fires, floods, mud slides, that threaten staff/student safety.
2. The site administrator recommends school closure to the area administrator or director.
3. The director or designee contacts the assistant superintendent and recommends an emergency school or class closure.
4. The assistant superintendent or designee acknowledges the request and grants verbal approval. (The assistant superintendent will notify Personnel about possible availability of staff for re-assignment and the Public Information Office).
5. The assistant superintendent or director will notify Transportation and request that they call contacting parents. Schools that interface with agencies (e.g. Probation Department, Children's Services, etc.) should notify/confer with the appropriate agency.
6. The site administrator will activate the emergency communication system and designate an appropriate assembly point for staff who are not able to reach their assigned classes.
7. The site administrator will notify Personnel where staff are to assemble.
8. The site administrator or area administrator would fill in Form #303-019 (Emergency Closure of Schools or Classes) and route to director.
9. The director signs the form and forwards it to assistant superintendent for signature and distribution. It is forwarded to the superintendent for signature.
10. School closure is usually approved for only one day at a time.
11. Pupil registers shall record the day as "Emergency Closure".

## SITE HANDBOOK

Site Handbook shall include the following items regarding inclement weather and post-earthquake conditions:

1. Emergency Communication System shall be given in writing to staff (e.g., telephone tree)
2.
  - 2.1 All employees are expected to report to their assignment regardless of inclement weather or weather-related conditions, so long as the roads to their place of assignment are declared open to properly equipped conventional passenger vehicles by the appropriate regulatory agency.
  - 2.2 The school principal is responsible to effect communication with the appropriate agency and to communicate critical information to affected staff personnel.
  - 2.3 When weather related conditions threaten the accessibility of roads, as declared by the appropriate regulatory agencies, the school principal may recommend an emergency school closure to the division director. Upon approval, such closure may be affected. Additionally, school closures may be necessitated by floods, forest fires, etc., which threaten the safety of staff/students.
  - 2.4 Appropriate Agencies - Radio Alerts  
California Highway Patrol - designated local sub-station  
Caltrans System - local maintenance station L.A. County Sheriff - designated local substation  
L.A. County Road Dept. - Maintenance Division L.A. County Probation Dept. - site offices

- NOTE: 1. Contingencies suggesting actions contrary to the above (4.1, 4.2, 4.3, 4.4) remain the decision prerogative of the school principal upon consultation with the Division Office.
2. Any staff member unable to report to work for reasons related to weather and cannot contact the school office must call the Division Office.
  - 2.5 School Business  
Principals will share with staff that in the event that the assistant superintendent approves school closure at both the usual place of assignment and the alternate place of assignment, the employee shall be granted school business leave for the duration of the closure.
  - 2.6 Personal Necessity  
However, if the school/classes or alternate assigned site remain open and the employee is unable to get to the site, the employee will take personal

necessity leave in accord with unit contract provisions. (If roads are legally closed by CHP or Cal Trans, etc., including intervening roads away from the site, i.e., no access, employee will take personal necessity leave.

3. Radio station for notification of school closure.
4. The alternate site shall be designated in writing.
5. In event of an earthquake or other disaster the staff is expected to remain with the students as long as needed to ensure the students safety and released by the site administrator.
6. Staff are encouraged to make plans for their family in the event of an earthquake or disaster. Site Emergency Plans shall be updated and on file in area administrator's office by September of each year. A copy of the plan will be available at each site and shall be reviewed with total staff in September of each such year.

## INDEX

|   |                         |
|---|-------------------------|
| Access .....                                  | 10                      |
| ADMINISTRATIVE DESIGNEE.....                  | 4                       |
| Administrative Transfer .....                 | 83                      |
| Appeal Procedures .....                       | 56                      |
| <b>APPENDIX C</b> .....                       | 124                     |
| Arbitration.....                              | 18, 21                  |
| Arbitrator’s Decision .....                   | 20                      |
| ARTICLE I .....                               | 2                       |
| ARTICLE II .....                              | 4                       |
| ARTICLE III.....                              | 8                       |
| ARTICLE IV .....                              | 10                      |
| ARTICLE IX .....                              | 58                      |
| ARTICLE V .....                               | 17                      |
| ARTICLE VI .....                              | 22                      |
| ARTICLE VII.....                              | 29                      |
| ARTICLE VIII.....                             | 50                      |
| ARTICLE X.....                                | 77                      |
| ARTICLE XI .....                              | 86                      |
| ARTICLE XII.....                              | 89                      |
| ARTICLE XIII.....                             | 94                      |
| ARTICLE XIV.....                              | 95                      |
| ARTICLE XIX.....                              | 104                     |
| ARTICLE XV .....                              | 98                      |
| ARTICLE XVI.....                              | 100                     |
| ARTICLE XVII .....                            | 102                     |
| ARTICLE XVIII.....                            | 103                     |
| ARTICLE XX.....                               | 114                     |
| Association Leave.....                        | 15, 95                  |
| Association Representation.....               | 20                      |
| Benefits While on Leave.....                  | 44                      |
| Bereavement Leave.....                        | 30, 95                  |
| Board Agenda and Other Data.....              | 12                      |
| Cal Safe Programs.....                        | 93                      |
| caseload for DIS.....                         | 91                      |
| caseload for Language/Speech Specialists..... | 91                      |
| caseload for Resource Specialists .....       | 91                      |
| caseload of Educational Counselors .....      | 92                      |
| Child Care .....                              | 74                      |
| Coaching Duties, Pay.....                     | 68                      |
| Column Advancement .....                      | 62                      |
| Committee.....                                | 38, 39, 62, 88, 90, 157 |
| Community School Program.....                 | 93                      |
| Comparability/Equity Adjustment .....         | 63                      |
| Compensated.....                              | 15, 30                  |

|   |                 |
|---|-----------------|
| Consultative Rights .....                         | 13              |
| Consulting Teacher .....                          | 105, 106, 109   |
| Consulting Teachers.....                          | 107             |
| Content Responsibility.....                       | 11              |
| Damage and Theft of Personal Automobiles .....    | 87              |
| Damage to Prosthesis .....                        | 87              |
| DIS Personnel and JCCS Support Staff .....        | 66              |
| Doctoral Stipend .....                            | 63              |
| DOMESTIC PARTNERSHIP .....                        | 4               |
| Effect Upon Office Policies .....                 | 102             |
| Eligibility for Leave .....                       | 43              |
| EMERGENCY .....                                   | 157, 160        |
| <b>EMPLOYEE</b> .....                             | 120             |
| Evaluation Elements .....                         | 51              |
| Evaluation Forms .....                            | 54              |
| Evaluations.....                                  | 54              |
| Exchange Transfer .....                           | 85              |
| Expenses .....                                    | 20              |
| Extended Day Compensation.....                    | 66              |
| Extended Instructional Minutes Compensation ..... | 65              |
| <b>Extended Minutes Stipend</b> .....             | 137             |
| Extension of Day.....                             | 23              |
| Family and Medical Leave (FMLA).....              | 43              |
| Files.....  | 56              |
| Filling of Vacancies .....                        | 78              |
| Functional Skills .....                           | 74              |
| Grievant's Files.....                             | 21              |
| Illness and Accident Leave .....                  | 31              |
| Illness, Accident and Quarantine Leave .....      | 95              |
| Illness, Accident, or Quarantine Leave.....       | 30              |
| INCLEMENT WEATHER.....                            | 157             |
| Independent Study Strategy .....                  | 92              |
| Industrial Accident/Illness Leave .....           | 32              |
| Informal Step .....                               | 17              |
| INSERVICE DAY .....                               | 5               |
| Instructional Minutes .....                       | 24              |
| INTEREST BASED APPROACH.....                      | 5               |
| Internal School Mail and E-Mail System.....       | 10              |
| Joint Panel.....                                  | 105             |
| Jury Duty Leave .....                             | 33, 34          |
| Legislative Leave .....                           | 42              |
| Level I.....                                      | 17              |
| Level II.....                                     | 18, 89, 90, 100 |
| Lunch Period.....                                 | 23              |
| Maternity Leave .....                             | 32              |
| Methods of Assessment .....                       | 53              |
| Mileage Reimbursement.....                        | 74              |

|   |                |
|---|----------------|
| Military Leave.....                       | 34, 42, 95     |
| Modified Year-Round Calendars .....       | 27             |
| Motion to Dismiss.....                    | 19             |
| Names .....                               | 11             |
| No Reprisal .....                         | 21             |
| Noncompensated Leaves of Absence .....    | 42             |
| Notification and Mileage .....            | 85             |
| OFFICE.....                               | 5              |
| Office Safety Committee .....             | 88             |
| Organizational Security .....             | 11             |
| Outdoor Education program .....           | 92             |
| Participating Teacher .....               | 105            |
| Part-Time Working Day .....               | 24             |
| Payroll Deduction .....                   | 12             |
| Performance Objectives .....              | 50             |
| Personal Business.....                    | 42             |
| Personal Leave .....                      | 42             |
| Personal Necessity Leave .....            | 34             |
| Personnel File Review .....               | 12             |
| Posting of Materials .....                | 10             |
| Posting of Vacancies.....                 | 78             |
| Preparation Time.....                     | 25             |
| PRINCIPAL ADMINISTRATIVE UNIT (PAU) ..... | 6              |
| Probationary Teachers .....               | 57             |
| Professional Duties .....                 | 25             |
| Public Complaint .....                    | 56             |
| REASONABLE.....                           | 6              |
| Reasonable Release Time .....             | 20             |
| REASSIGNMENT.....                         | 79             |
| Reduced Work Program.....                 | 46             |
| Reimbursed .....                          | 15             |
| Relief/Recess Time .....                  | 23             |
| Representation Rights .....               | 13             |
| Return to Duty.....                       | 37             |
| ROUTINE CONVERSATION.....                 | 6              |
| Sabbatical Leave .....                    | 35             |
| Sabbatical Leave Committee .....          | 38, 39         |
| Salary .....                              | 63             |
| Salary Base and Work Year .....           | 68             |
| Salary, Short Term, Extra Work .....      | 67             |
| SCHOOL DAY.....                           | 6              |
| School Nurses .....                       | 54, 58, 63, 90 |
| Selection of an Arbitrator.....           | 19             |
| Separability and Savings.....             | 102            |
| Service Credit and Related Benefits ..... | 37             |
| Shared Decision Making.....               | 4, 14          |
| SITE .....                                | 6              |

|  |        |
|--|--------|
| Site Evacuation or Site Inaccessibility..... | 86     |
| SITE HANDBOOK .....                          | 161    |
| Step Advancement .....                       | 61     |
| summer sessions or intersessions.....        | 28     |
| SUPERINTENDENT .....                         | 6      |
| TRANSFER .....                               | 82     |
| Transfer of Illness and Accident Leave ..... | 31     |
| Waiver Provision .....                       | 90     |
| Workday.....                                 | 22     |
| Working Day.....                             | 21, 57 |
| WORKING DAY OR WORKDAY .....                 | 7      |