1-27-1987

Los Angeles Unified School District Board of Education and United Teachers - Los Angeles, California Teachers Association, California Federation of Teachers, American Federation of Teachers, AFL-CIO (1987)

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Los Angeles Unified School District Board of Education and United Teachers - Los Angeles, California Teachers Association, California Federation of Teachers, American Federation of Teachers, AFL-CIO (1987)

Location
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Effective Date
1-27-1987

Expiration Date
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Union
United Teachers - Los Angeles

NAICS
61

Sector
Local government

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Los Angeles Unified School District Board of Education and
United Teachers Los Angeles, California Teachers Association,
California Federation of Teachers, American Federation of Teachers,

AFL-CIO (1987)

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The best copy available was digitized

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

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

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

23.0 Grievance Procedure for Non-Unit Members: The District shall develop and implement a grievance procedure for certificated non-management and casual personnel who are excluded from the bargaining unit. Said procedure shall permit such personnel to challenge alleged violations by the District of Board rules and/or administrative rules which cover their employment conditions, and shall include arbitration advisory to District management. Certificated non-management and casual personnel excluded from the bargaining unit, shall have the right to utilize this grievance procedure in regard to violations of this Contract, on the subjects of wages, hours of employment and Health and Wealth benefits.

The arbitrator's decision shall be advisory to the Board of Education, whose decision shall be final and binding.

24.0 Interviewing the Witness: The District shall make available to the Union, a convenient time and location (with private environment) to interview grievants and witnesses. The District shall not supervise the interview of such.
Pages 18-35 are missing
ARTICLE XI
TRANSFERS

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

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

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

1.3 Any transfer in compliance with other provisions of this article shall be immediately implemented upon acceptance by the administrator at the receiving site.

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

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

4.0 Magnet School Programs:

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

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

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

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

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

f. Staff selected shall be transferred to the magnet school location.
Pages 37-63 are missing
ARTICLE XII
LEAVES AND ABSENCES

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

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

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

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

a. illness
b. industrial injury
c. reduced workload
d. pregnancy
e. exchange
f. sabbatical
g. any leave in which the employee was replaced by a substitute teacher (including a contract pool teacher working in a substitute capacity)

h. child care leave immediately following pregnancy leave, birth or adoption, but only for the balance of the semester (or equivalent period of time in a year-round school, e.g., July 1-December 31 and January 1-June 30 (January 1-June 30) in which the child care leave commenced; and only if the combined pregnancy leave and child care leave does not exceed two semesters.

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

4.0 Restrictions: An unpaid leave or absence may not be converted to a paid leave or absence, except in the case of pregnancy disability as provided in Section 10.2 of this Article. No employee shall be eligible for a permissive leave from the District who has had three semesters of permissive leave during the six semesters immediately preceding the requested leave, except as provided in Section 11.0, 17.0 and 21.0. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Superintendent may, in his sole discretion, grant a waiver from this limit, for one semester. For Children's Center and other employees not assigned on the usual semester basis such as year-round schools, the semester period shall be computed as being one-half of the normal annual assignment and the 65 working days shall be proportionately adjusted.

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

5.1 For continuous programs (Year-round, Children's Center, etc.), the deadline for leave applications, unless otherwise provided, shall be April 15 for all leaves commencing during the period July 1 through December 31 (or "Fall Semester") and November 15 for all leaves commencing during the period January 1 through June 30 or ("Spring Semester").
6.0 Notification Requirements: Unless otherwise provided in this Article, an employee who intends to be absent for 20 working days or less must make every reasonable effort to notify the appropriate substitute office not later than 6:30 a.m. on the day of absence and notify the school or section to which assigned not later than 30 minutes before the schedule begins on the day of absence. Hourly rate employees must notify the school or center not later than one hour before the employee's class meets. When the absence is to be for one day only, employees may, when reporting the absence to the school or center, also give notice on intended return for the following day. All other employees returning to service must notify the school or section at least one hour before the end of the regular working day on the day before the day of anticipated return. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid.

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

8.0 Expiration of Leave: Two calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the District, the employee must notify the Personnel Office of an intention to return, or request an extension of leave, if eligible. Failure by the employee to give such notice, or to report to duty as directed after having given such notice, shall be considered abandonment of position and resignation from service. An exception to this rule shall be made if it was impossible for the employee to give the required notice.

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

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

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

10.0 Pregnancy and Related Disability (Paid and Unpaid):

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

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

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

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

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

11.2 Application shall be made by April 15 for the fall semester and by November 15 for the spring semester. Starting and ending dates may be adjusted by the District to meet educational program needs, except in the case of the starting date for a child care leave which begins immediately after pregnancy leave.

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

12.0 Illness (Paid): An employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.
12.1 Subject to the restrictions specified in Article XIX, each employee shall accrue 0.05 hour of full-pay illness absence credit for each hour for which salary is received in a certificated assignment, except for Auxiliary Teacher, Replacement Teacher, an assignment for which a lump-sum payment is or could be received, or salary received for sabbatical leave. Employees who are classified as rainbow teachers in year-round schools, substitute or serve in addition to their regular assignments or a program such as: Project 10 Schools, shall accrue illness credit for each hour of salary which is received.

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

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

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

   a. The employee holds probationary or permanent status.
   b. The employee did not carry over any full-pay illness hours from the previous year.
   c. The employee has on file an illness leave request satisfying the requirements of Sections 12.8 and 12.9.

12.5 If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to the District the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability.

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

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

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

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

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

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

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

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

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

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

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

f. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination; and (4) applied in writing to the District for such an extension, using a District form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the immediate administrator. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the employee health coordinator. An employee may be required during the extended period to be evaluated by the employee health coordinator at any time.
13.1 Upon exhaustion of the above-authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.

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

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

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

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

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

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

e. Birth of a child to the wife of the employee, or adoption of a child by the employee;

f. Religious holiday of the employee's faith;

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

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

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

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

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

   (3) The employee must return to work in cases where it is not necessary to be absent the entire day;
j. Conference or convention attendance pursuant to Section 19.0 of this Article.

k. Any other personal necessity as determined by the employee.

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

a. The total number of days allowed in one school year for such leave shall not exceed six days per school year for a probationary, permanent or provisional contract employee, or, subject to the restrictions specified in Article XIX, three days per school year for a day-to-day substitute employee.

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

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

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

15.0 Sabbatical Leave (Paid): A permanent employee All eligible employees shall be granted a sabbatical leave of absence for up to one year for the purpose of permitting study or travel by the employee which will benefit the schools and students of the District under the following conditions:

a. In the Sabbatical Leave program for the second semester of the 1985-86 school year shall be a total of 100 semesters; for 1986-87 the total semester allotment shall be 110 per semester for the first semester and 120 for the second semester; for 1987-88 the total semester allotment shall be 130 for the first semester and 140 for the second semester; for 1988-89 the total semester allotment shall be 200 for the first semester and 300 for the second semester.

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

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

d. The employee must agree to receive one-half of the applicable basic salary (excluding extra assignments) less appropriate deductions; The employee shall receive 100% of their applicable basic salary (excluding extra assignments) less appropriate deductions.

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

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

g. Year-around schools employees shall be treated as 10 month
employees when applying and qualifying for a sabbatical leave.

15.1 Sabbatical leave applications shall be filed by April 15,
and once approved under paragraph 15.0 c. shall be considered on a priority
basis; if more employees request sabbatical leaves for any school year than
there are funds budgeted, the employees with the most complete semesters
served in the District (or served since the last sabbatical, whichever is
applicable) shall be granted the leave. If a tie develops, the employee
with the lower seniority number established in accordance with Article XI,
Section 6.2 shall be granted the leave. For purposes of determining
priority, the second period of a split sabbatical leave shall be considered
a continuation of the first period. The first round of successful
applicants shall be notified by June 1. There shall be prompt notification
of subsequent approvals resulting from cancellations after the first round.
Cancellations after the first day of the semester will not be filled until
the following semester.

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

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

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

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

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

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

a. The leave may be converted to personal leave effective with
the beginning date of the sabbatical leave; but sabbatical rights will
be forfeited for the year following the year of cancellation;
b. An employee who cancels a sabbatical leave may request a return to duty. Upon return to duty the employee may be assigned temporarily to another site at the discretion of the District, but shall retain return rights (see Section 3.0) at the end of the originally scheduled sabbatical leave; and

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

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

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

a. To be with a member of the immediate family who is ill;

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

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

d. To accompany spouse when change of residence is required;

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

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

g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature.

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

h. Any other personal leave as determined by the employee.
17.1 Personal Leave (Paid): A unit member shall be granted up to six (6) days of leave with pay, without deduction from other leave benefits. This leave may be taken without obtaining advance permission and without having to state any reasons for such leave.

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

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

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

18.3 A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave may be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Financial Services Division.

18.4 The mutual intention of the District and UTLA is that jury service be encouraged, but also limited, as far as practicable, to periods of time when the continuity of instruction will not be adversely affected. An employee summoned to jury service in Federal or State court shall notify the immediate administrator of such summons. The District and the employee shall jointly seek deferral of the obligation so that it can be performed on the employee's non-work time (vacation, K-time). If the deferred jury service thereafter unavoidably runs into the employee's work time, a paid absence or leave shall be granted to the employee for up to 20 days subject only to such exceptions as may be agreed upon by the District and UTLA. As for Federal jury service, if the court denies the deferral request and requires service during work time, paid absence shall be granted. All jury fees received while on District-paid status shall be remitted to the Financial Services Division. Employees shall be granted a paid leave or absence to provide jury service when summoned to jury service in Federal Court, State Court and grand jury.

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

a. Attendance must lead directly to the professional growth of the employee and the improvement of the educational program of the District;
b. Unless the employee is an official representative of the organization or is participating as a workshop leader or speaker at the conference or convention, the attendance must not necessitate assignment of a substitute for the employee or the payment of replacement teacher salary;

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

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

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

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

20.0 Substitute Leave: A substitute leave may, in the discretion of the District, be granted to a permanent employee for a period not to exceed one year to allow service as a substitute in accordance with District need. Such an employee will be paid as specified in Article XIX. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will be placed on a personal leave.

21.0 Half-Time Leave: Upon request of the employee a regular half-time leave may shall be granted by the District to allow a permanent employee or probationary Children's Center Teacher to continue service for half of each working day. Exceptions to the "half of each working day" requirement may be made in special circumstances but shall require written special approval of the Region/Division Superintendent upon recommendation of the immediate administrator. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment each pay period. Such leaves may be reapproved each semester indefinitely by mutual agreement between the employee and District.

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

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

b. The employee has reached age 55 prior to the school year during which the leave is effective and will not reach age 70 during such school year;
c. The employee was assigned full-time in a certificated position with the District for at least 10 school years of which the immediately preceding 5 school years were full-time employment. Time spent on leaves shall not constitute a break in the 5 school year sequence, but shall not count toward that service requirement;

d. An assignment and schedule satisfactory to both the employee and the District is agreed to. The continuing assignment must be either for half of each working day, in which case the specific assigned hours shall be determined by the immediate administrator, or for one complete semester of full-time service per year. If the employee is assigned on other than the "C" basis, the leave shall be the equivalent of one-half of the number of days of service required by the employee's current assignment basis. Exceptions to the above work schedules may be made in special circumstances, but shall require written approval of the Region/Division Superintendent upon recommendation of the site administrator. In any event, the assignment shall be for the equivalent of one-half of the number of hours required for full-time employment;

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

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

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

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

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

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

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

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

d. As an exception to the general rule regarding unpaid leaves, employees placed on this leave shall be entitled to continued coverage under the medical, vision and dental plans of this Agreement, but not the life insurance plan.
ARTICLE XIII
GRANTING OF PROBATIONARY CONTRACT,
REDUCTION IN FORCE AND REASSIGNMENT,
AND RESIGNATION/REINSTATEMENT

1.0 Granting of Probationary Contracts: Except as expressly limited hereinafter, the District shall determine the teaching or service fields in which probationary contracts shall be granted, the number of such contracts to be granted, and the employees who qualify in the teaching or service fields.

1.1 If an opening or vacancy is caused by either (a) a regular employee having been granted a leave of absence of one semester or more, or (b) any other event by which the District knows that the opening or vacancy is to exist for one semester or more, the opening or vacancy shall be filled by a contract employee or by an employee on the applicable District Eligible List rather than by a substitute or substitute extended employee.

1.2 Part-time (half-time or less) probationary contracts may be offered in the regular K-12 program in fields in which eligible lists have been exhausted.

1.3 If an offer of probationary employment is not accepted, the person's name shall be removed from the District Eligible Lists, and the person shall not be eligible for probationary status by virtue of any other assignment or substitute service.

1.4 Temporary contracts of up to one school year in duration may, in the discretion of the District, be offered to candidates in shortage fields due to (a) lack of recency in teaching experience, (b) pre-employment evaluations which fall just below probationary contract levels, or (c) close failure on District probationary examinations. At the end of their temporary contract these employees will be notified as to whether they are to be granted probationary status for the ensuing year.

2.0 Subjects to Which Probationary Teachers May be Assigned: A probationary teacher may be assigned to teach only in subject(s) or grade(s) for which the teacher is properly authorized by credential or certificate to teach in accordance with the Education Code. Teacher trainees must be assigned to teach only the subject(s) listed on the Teacher Trainee Certificate(s).

2.1 Normally a probationary teacher shall be assigned to teach in the subject(s) or grade(s) in which the teacher qualified by District examination, and must be assigned at least one-half time in the subjects or grades in which the teacher has qualified by examination and in which contracted. However, if an emergency condition exists in the junior or senior high schools, a probationary teacher may be assigned less than one-half time in the subject fields in which the teacher has qualified by examination under the conditions specified below:
a. The teacher must be assigned at least one period per day in the subject field in which the teacher has qualified by examination and in which contracted;

b. The appropriate superintendent must specifically authorize the assignment;

c. Such an exception may not be granted for more than one year.

3.0 Reduction in Force - Order of Termination:

a. The District shall determine the teaching or service fields in which a Reduction in Force shall be effected, or, alternatively, the District shall determine to effect a Reduction in Force of all probationary employees except those in "shortage fields" as reasonably defined by the District. If the District determines to effect a Reduction in Force in certain teaching or service fields, the District shall determine the number of employees to be terminated in such fields. The District may determine to exempt from the Reduction in Force some but not all employees in a shortage field, and in such fields. The District may determine to exempt from the Reduction in Force some but not all employees in a shortage field, and in such instance the order of termination in such field shall be as set forth in Section 3.0(b) herein. If the District determines to effect a Reduction in Force of all probationary employees except shortage field employees, it shall exempt all or some employees presently serving in any of the identified shortage fields, it may exempt some or all employees authorized by credential to serve in such shortage field. In regard to the exemption of employees in shortage fields by credential authorization, the District may exempt employees in one or more than one shortage field by credential authorization without exempting employees by credential authorization in other shortage fields. For purposes of this Article, an employee who is assigned to the field for not less than one period (or its equivalent) per day, as of the most recent "norm date" established by the District.

b. The order of termination within a teaching or service field in which a Reduction in Force is effected, in whole or in part, shall be based on seniority within status, beginning with provisional employees, then temporary contracts, then interns, then teacher trainees, then Conditional employees, then Probationary I employees, then Probationary II employees and finally Probationary III employees. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

4.2 Notices of Termination: A probationary employee subject to termination shall be provided written notice thereof at least fourteen (14) calendar days prior to such termination. Such notice shall be mailed by certified or registered mail to the address on file in the District's computer system as of the date of mailing, or shall be served on the employee by direct delivery. The notice shall be effective if mailed or delivered as stated above, or if actually received by the employee. The notice shall state that the employee will be terminated pursuant to the terms of this Article, and shall state the date upon which such termination is effective. The notice shall also state that the employee is being offered employment as a day-to-day substitute on the same basis as other day-to-day substitutes. The notice may provide other information such as the basis for the Reduction in Force and the likelihood of re-employment in
the future. A Reduction in Force shall be deemed commenced pursuant to this Article upon the action of the Board of Education authorizing the Reduction in Force, so long as the Notices of Termination are served no later than thirty (30) days from the date of such authorization.

5.0 **Seniority Date:** For the purposes of this Article an employee's seniority date shall be determined by the employee's initial probationary service date as defined in Article XI, Section 6.2. Such service date shall not include any beginning date of substitute service which was later deemed to be probationary service.

6.0 **Reduction in Force Defined:** For the purposes of this Article, a Reduction in Force is defined as a reduction in the number of probationary employees in a teaching or service field so that the number of permanent and probationary employees in that teaching or service field at the effective date of the Reduction in Force does not exceed the number needed in the class. The basis for a Reduction in Force shall be limited to the following:

a. reductions in program offerings;
b. returns from leaves of absence;
c. actual or anticipated declines in student enrollment;
d. reductions in off-norm positions, including Specially Funded positions;
e. reductions in non-classroom positions;
f. reductions in permanent certificated positions;
g. changes in class size or norm tables as indicated in Article XVIII.

7.0 **Re-employment List:** Terminated probationary and permanent employees shall be placed on a District Re-employment List for a period of 39 months from the last day of paid contract service with the District. Excluded from the list are those terminated employees who served in temporary contract, provisional, intern, teacher trainee, or conditional status.

8.0 **Order of Re-employment:** Subsequent to Section 3.0 Reduction in Force, if the District determines that vacancies exist in teaching or service fields, contract offers shall be made to individuals on the appropriate District Re-employment List as follows:

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

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

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

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

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

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

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

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

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

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

11.0 District's Option to Effect Education Code Reduction In Force: In the event the District determines to combine a reduction in force pursuant to this Article with a reduction in force pursuant to Section 44955 of the California Education Code, the terms of this Article may, at the District's option, be suspended as to employees so notified, and the District may proceed as to such employees pursuant to the requirements of Section 44955 and its implementing sections. The District shall give UTLA notice if it elects to suspend this Article, and such notice shall be given at the time the Board of Education authorizes a code reduction for probationary unit members. In such case, issues raised by the reduction in force shall be subject to the arbitration provisions of this Agreement.

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

SALARIES

1.0 Salary Tables, Schedules, and Rates: The 1986-87 Salary Tables, Schedules, and Rates are attached to and incorporated in this Agreement as Appendix E. These increases are retroactive to July 1, 1986 with computation of retroactivity and deductions to follow the system described below. There shall be no retroactive effect upon any tables, schedules, and rates except as provided in this Article or in Appendix E. In order to provide the retroactive payments promptly, and to minimize administrative expense, the retroactive salary payments shall be processed as follows: The District will, using its payroll records, compute for each employee the gross salary payments for the retroactive period (commencing July 1) for basic services covered by the above-referenced scheduled rates, and excluding services not so covered. To that gross total the appropriate adjustment factor specified in Appendix E shall be applied. For purposes of administrative convenience, certain minor salary items which are not to be increased may be included when computing the lump sum; however, it is understood that such computations and overage payments are not to be considered as precedent or permanent changes, and shall not be reflected in other salary warrants. The granting or denying of such an overage payment to any employee shall not be grievable. Deductions from the lump sum shall be as follows: 8% for the employee’s STRS contribution; 20% for Federal income tax withholding; and 3% for State income tax withholding, and an amount withheld for Federal and State taxes based on the employees designated number of withholding exemptions.

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

Adult Teacher, Academic Instruction (4)
Adult Teacher, ESL (4)
Adapted Physical Education Teacher, K-12 (6)
Adult Teacher—Hourly Rate (4)
Adult Teacher, Monthly Rate (6)
Adult Teacher, Public or Private Contract (6)
Adult Teacher, Staff Development (4)
Adult Teacher, Temporary Classes (4)
Adult Teacher—Adviser (4)
Adult Teacher—Counselor (4)
Adviser, Categorical Program (8)
Adviser, Workstudy (8)
Counselor, Student Discipline proceedings (8)
Counselor, Young Adult (8)
Dental Hygienist (6)

Adviser, Work Experience Education (8)
Alternate Preparation Table Assignment (6)
Career Adviser (8)
Categorical Limited Contract Teacher (6)
Children's Center Teacher (8)
Coordinating School Audiometrist (8)
Coordinating Field Librarian (8)
Coordinating Training Teacher (8)
Counselor, Adult Vocational (8)
Counselor, Student Attendance and Adjustment Services (8)
School Audiometrist (6)
School Nurse (8)
School Optometrist (6)
School Psychologist (8)
<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Development Center Teacher</td>
<td>(6)</td>
</tr>
<tr>
<td>Educational Audiologist</td>
<td>(8)</td>
</tr>
<tr>
<td>Elementary School Counselor</td>
<td>(8)</td>
</tr>
<tr>
<td>Elementary Teacher</td>
<td>(6)</td>
</tr>
<tr>
<td>Instructor, Driver Safety</td>
<td>(8)</td>
</tr>
<tr>
<td>Instructor, JROTC</td>
<td>(6)</td>
</tr>
<tr>
<td>Librarian, Elementary School</td>
<td>(6)</td>
</tr>
<tr>
<td>Librarian, Secondary School</td>
<td>(6)</td>
</tr>
<tr>
<td>Nonclassroom Assignment,</td>
<td></td>
</tr>
<tr>
<td>Preparation Table</td>
<td>(8)</td>
</tr>
<tr>
<td>Nonschool Assignment,</td>
<td></td>
</tr>
<tr>
<td>Preparation Table</td>
<td>(8)</td>
</tr>
<tr>
<td>Orientation &amp; Mobility Instructor</td>
<td>(8)</td>
</tr>
<tr>
<td>Psychiatric Social Worker</td>
<td>(8)</td>
</tr>
<tr>
<td>Psychologist, Clinical</td>
<td>(8)</td>
</tr>
<tr>
<td>Regional Occupational Contract Teacher</td>
<td>(4)</td>
</tr>
<tr>
<td>Secondary School Counselor</td>
<td>(8)*</td>
</tr>
<tr>
<td>Secondary Teacher</td>
<td>(6)</td>
</tr>
<tr>
<td>Senior Educational Audiologist</td>
<td>(8)</td>
</tr>
<tr>
<td>Senior Instructor, JROTC</td>
<td>(6)</td>
</tr>
<tr>
<td>Senior School Psychologist</td>
<td>(8)</td>
</tr>
<tr>
<td>Special Education Teacher</td>
<td>(6)</td>
</tr>
<tr>
<td>Special Education Teacher-Off Norm</td>
<td>(8)</td>
</tr>
<tr>
<td>Teacher, Grades 7-9</td>
<td>(6)</td>
</tr>
<tr>
<td>Temporary Adviser, Children's Center</td>
<td>(8)</td>
</tr>
<tr>
<td>Salary Table</td>
<td></td>
</tr>
<tr>
<td>Temporary Adviser, Hourly Schedule</td>
<td>(6)</td>
</tr>
<tr>
<td>Temporary Adviser, Special Services</td>
<td>(8)</td>
</tr>
<tr>
<td>Salary Table</td>
<td></td>
</tr>
<tr>
<td>Temporary Resource Teacher</td>
<td>(8)</td>
</tr>
<tr>
<td>Temporary Resource Teacher, Hourly</td>
<td>(4)</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

4.0 Allocation to Children's Center and Development Center Salary Tables: New Children’s Center Teachers and Development Center Teachers, other than temporaries and day-to-day substitutes, who possess 14 or more points as defined in Article XV, Section 2.0, shall be allocated to Step 1, Schedules 16 and 12, respectively. Such teachers who possess a bachelor's degree shall be allocated to Step 1, Schedules 18 and 14, respectively. New Children's Center teachers possessing a regular California elementary or early childhood teaching credential shall be allocated to Step 1, Schedule 19. All other new teachers shall be allocated to Step 1, Schedules 15, and 11, respectively. Teachers

*If working an additional assignment such as Registration Advisor, hourly rate shall be calculated based upon the 6 hour assignment rate of teachers.
serving in development centers who hold a valid restricted severely handicapped credential shall be allocated to Schedule 15 of the Development Center Salary Table. Teachers serving in development centers who hold valid credentials authorizing the teaching of severely handicapped (other than restricted) shall be classified as regular special education teachers and compensated accordingly. Day-to-day substitute Children's Center teachers and day-to-day substitute Development Center teachers shall be limited to Schedules 15 and 11 respectively, and shall be paid not more than the amount specified in Article XIX.

5.0 Allocation to Preparation Salary Table -- Rating-in of Newly Assigned Employees. Newly assigned employees (other than provisionals except as provided in Section 5.2 below) who are assigned to positions paid on the Preparation Salary Table shall be allocated to the schedule as follows. The step placement shall be determined from the following table:

<table>
<thead>
<tr>
<th>Years of Acceptable Experience</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
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<td>3</td>
<td>4</td>
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<td>4</td>
<td>5</td>
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<tr>
<td>5 (effective 7-1-85)</td>
<td>6</td>
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<tr>
<td>6 (effective 7-1-86)</td>
<td>7</td>
</tr>
<tr>
<td>7 (effective 7-1-87)</td>
<td>8</td>
</tr>
<tr>
<td>8 (effective 7-1-88)</td>
<td>9</td>
</tr>
<tr>
<td>9 (effective 7-1-89)</td>
<td>10</td>
</tr>
</tbody>
</table>

Schedule placement shall be in accordance with point totals set out in Section 17.0 of this Article. Rating-in placement effective 7-1-85 shall include Schedules 20 through 25, inclusive. The rating-in limit for Schedule placement for newly assigned employees shall be increased to include Schedule 26 effective 7-1-86 and Schedule 27 effective 7-1-87.

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

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

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

a. For employees hired in other than provisional status, the past "rating-in" limitation of Step 5 (based upon the number of years of creditable prior teaching experience) and Schedule 24 (based upon number of acceptable college credits) shall be increased to Step 6 and Schedule 25, and one additional Step and Schedule each succeeding year up to a maximum of Step 10 and Schedule 27 for the 1989-90 school year.
by. For employees initially hired in shortage fields, the District may in its discretion waive any rating-in limitation for newly hired probationary employees who possess the regular appropriate credential.

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

7.0 6.0 Allocation to and Within the Preparation, Children's Center, and Development Center Salary Tables: New, current, or former employees who are elected to a classification paid on the Preparation, Children's Center, or Development Center Salary Table or whose classification or status on such tables is changed shall be allocated as follows:
# Article XIV - Salaries

<table>
<thead>
<tr>
<th>From</th>
<th>TO Provisional</th>
<th>TO Temporary Contract, Teacher Trainee, Intern, or Probationary</th>
<th>TO Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Step</td>
<td>Schedule</td>
<td>Step</td>
</tr>
<tr>
<td>1. -- New employees and former employees (except as provided in 3–below) who return after more than 39 months</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>rate-in</td>
<td>rate-in</td>
<td>rate-in</td>
</tr>
<tr>
<td>2. Former extended day-to-day substitute, intern, teacher trainee, temporary contract, provisional, probationary or permanent employees who return within 39 months</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>restore or rate-in</td>
<td>restore or rate-in</td>
<td>restore or rate-in</td>
</tr>
<tr>
<td>3. Former extended day-to-day substitute, intern, teacher trainee, temporary contract, provisional, probationary or permanent employees who return after 39 months effective 7-1-85 or thereafter may be restored or rate-in. (See Section 15.2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>restore* or rate-in</td>
<td>restore* or rate-in</td>
<td>restore* or rate-in</td>
</tr>
<tr>
<td>4. Current day-to-day substitutes formerly assigned to a schedule without a break in service, are reassigned after 39 months</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>rate-in</td>
<td>rate-in</td>
<td>rate-in</td>
</tr>
<tr>
<td>5. Current provisional employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>retain</td>
<td>retain</td>
<td>restore, retain, or rate-in</td>
</tr>
<tr>
<td>6. Current temporary contract, probationary, or permanent employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>retain or rate-in</td>
<td>retain or rate-in</td>
<td>retain or rate-in</td>
</tr>
<tr>
<td>7. Current probationary or permanent hourly rate schedule employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>retain or rate-in</td>
<td>retain or rate-in</td>
<td>retain or rate-in</td>
</tr>
<tr>
<td>8. Current employees on Schedules 11 through 19 of the CC and OC Tables going to a class on Schedules 20 through 27 of the Prep. Table</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>retain or rate-in</td>
<td>retain or rate-in</td>
<td>retain or rate-in</td>
</tr>
</tbody>
</table>

*Career increment is not restored.*
7.1 When an employee is both a current and former employee, the allocation will be used that is to the employee's advantage.

7.2 Return to permanent status is limited to former permanent employees.

7.3 The former step for a former employee shall include earned step advancement not granted.

7.4 An employee transferred to the Preparation, Children's Center or Development Center Salary Table under the terms of Section 10.0 shall be allocated in accordance with the provisions of such Section, or in accordance with the above provisions, whichever is to the employee's advantage.

7.5 No allocation shall be to a higher rate than that provided by the maximum step and schedule number, plus appropriate differentials, for the classification to which the employee is assigned.

8.0 New Employees in Provisional Status: New provisional employees (except as provided in Section 5.2 of this Article) shall be allocated to the Preparation Salary Table as follows:

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

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2 or more</td>
<td>2</td>
</tr>
</tbody>
</table>

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

c. If an employee in provisional status holds a valid California or other credential which would qualify the employee for placement on the Preparation Salary Table as a probationary employee if assigned to work in the field of that credential, the employee shall be rated-in and advanced on the salary schedule as if they were a probationary employee.

8.1 The provisions concerning the filing of rating-in papers shall be the same as for probationary employees.

8.2 This Section does not apply to the rating in of Children's Center Teachers on the Children's Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary Table.

9.0 Salary Rates for Employees on Leave to Substitute: In the case of employees with probationary or permanent status who serve in substitute status in another class, the employee's salary shall be determined as follows:
a. When an employee serves as a substitute in a class having a higher maximum salary rate than that of the class to which regularly assigned, the employee shall receive the salary in the higher class which is next above the salary rate to which entitled in the regular class; and

b. The salary rate described in a. above shall be paid during any period in which the employee substitutes for five or more consecutive working days. When the substitute service is for less than five consecutive working days, the employee's normal salary shall be paid.

c. When an employee serves as a substitute in a class having a lower maximum rate, the salary shall be as provided in Article XIX.

10.0 Transfer to the Preparation, Children's Center, or Development Center Salary Table: In case of a reduction-in-force as a result of which an employee is reduced to a class paid on the Prep., CC or DC Salary Table, other than upon return from substitute or temporary service in the higher class, the employee's salary shall be determined as follows:

a. Place such employee on the step of the applicable minimum schedule of the Prep., CC, or DC Salary Table at the same rate, if it appears on the Table; or if the rate does not appear, the nearest rate above; or if a higher rate does not appear, the maximum of such numbered schedule.

b. Allow such employee point credit for approved preparation and allocate to the appropriate schedule of the Prep., CC, or DC Salary Table on the numbered step determined in accordance with "a." above. If the pay period rate is lower than the employee's former rate, the employee shall be placed on a higher schedule at the same rate if it appears on any numbered schedule; or if the rate does not appear, the nearest rate above; or if a higher rate does not appear, the maximum schedule.

c. Allocation as determined herein shall not act so as to place an employee, who is returning to the Table within the same school year, to a higher rate than the employee could have obtained had the employee remained on the Prep., CC, or DC Table.

d. Schedule placement will be based on information on file in the Personnel Division at the time of the election. Higher schedule placement will be retroactive provided the additional material is on file within four calendar months after the effective date of the election.

A current or former probationary or permanent employee returning within 39 months from the their last day for which salary was received, who is being assigned (under other than a reduction-in-force) to a class paid on the Prep., CC, or DC Salary Table from a class paid on another pay period rate salary schedule, shall be placed either on the step and schedule the employee would have been entitled to had the employee been paid on the Prep., CC, or DC Salary Table for all service on the other salary schedule, or under Section 7.0, whichever is to the employee's advantage.

11.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule
shall be allocated to the first step or if the employee has previously been paid on the Preparation Salary Table or other salary tables, to the rate nearest to their regular hourly rate on that salary table. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule.

12.0 Step Placement for Junior Reserve Officer Training Corps Employees: If the combined military retirement pay plus the District salary of a JROTC program employee is less than the active duty pay and allowances which such employee would receive if ordered to active duty for the same span of time as the annual District assignment, the employee shall be allocated to the step of the appropriate schedule for the class to which assigned which will provide an amount equal to or next above the minimum required amount. If the maximum step of the appropriate schedule does not provide the necessary minimum annual salary, the employee shall be paid at a flat pay period rate equal to a rate on a higher schedule number of the Special Services Salary Table that will provide an amount equal to or next above the minimum required amount. This allocation shall be adjusted upward or downward, as appropriate, based on changes in District salary rates, armed forces active duty salary rates, or the employee's armed forces retirement pay, but shall not be less than the step of the appropriate schedule to which the employee would be allocated through normal step advancement.

12.1 Subsequent step advancements on the schedule for the employee's classification shall be made in accordance with Section 16.0 of this Article.

13.0 Rating-in for Approved Training and Experience: Rating-in for approved training and experience for employees paid on the Preparation, Children's Center, or development Center Salary Tables shall be authorized in accordance with the following provisions:

a. New employees in a position on the Preparation, Children's Center, or Development Center Salary Tables shall be elected to the minimum step and schedule applicable to the class in which the employee is to serve pending approval for advanced step and/or schedule placement.

b. Rating-in above the original placement shall be permitted only in accordance with the following conditions:

1. A rating-in claim for credit for previous training, degree, and/or experience must be filed on the proper forms with official verifying documents attached.

2. The date that the rating-in claim is filed is the date that it is received in the assignment office or, if sent by United States mail addressed to the Personnel Division, the date of the postmark. The effective date of an advanced step and/or schedule placement
and/or degree differential depends upon the filing date of the rating-in claim and verifying documents according to the following Table, but in no case earlier than the effective date of election:

<table>
<thead>
<tr>
<th>Date of Filing</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within four calendar months from effective date of election</td>
<td>Effective date of election</td>
</tr>
<tr>
<td>After above four-month period</td>
<td>Beginning of following pay period</td>
</tr>
</tbody>
</table>

c. If an employee files a protest of the evaluation of a rating-in claim and additional credit is allowed, any salary adjustment shall be retroactive to the effective date of an allowance based on the original claims.

d. If an employee has filed a rating-in claim, subsequent rating-ins shall be based upon records on file in the appropriate salary allocation office.

e. A new employee who has filed a rating-in claim may file additional supplemental claims for rating-in. However, such claims will be evaluated in accordance with provisions in effect at the time the claims are filed. Allocation to a higher step and/or schedule or allowance of a degree differential on the basis of a properly filed supplemental claim shall be retroactive to the effective date of election if filed within four calendar months of such date. If filed after four calendar months from such date, the allocation shall become effective at the beginning of the employee's next pay period following the filing date.

f. Previous training and experience is defined as training and experience completed before the effective date of any election for which rating-in is provided. In order to receive rating-in credit for a degree, the degree must have been granted or there must be satisfactory evidence that all requirements for the degree were completed and of eligibility to receive the degree prior to the effective date of election.

14.0 Approved Experience: New contract employees assigned to positions paid on the Preparation Salary Table shall be allowed credit for the types of paid experiences which are listed below for the purpose of allocation to the salary schedule provided that proof of such experience has been submitted, and that no more than one year of credit may be granted for experience acquired during any one school year. Credit may be granted for District experience including substitute service during the year in which rating-in is effective since the credit for this experience may not be received as a step advancement. Subject to the above, the applicable experience is as follows: All bargaining unit members assigned to positions paid on any salary table shall receive full credit for paid work done prior to their rating-in which is applicable to their assignment provided that proof of such experiences have been submitted. Subject to the above, the applicable experience is as follows:
a. Day school certificated experience in approved public schools and teaching experience in approved institutions of collegiate grade.

b. Day school experience in approved elementary and secondary schools other than public schools, such credit not to exceed three years. For employees initially hired effective July 1, 1985 or thereafter the maximum credit shall be five years.

c. Non-Day School Certificated Experience may be granted for employees hired in shortage fields under the following conditions:

(1) All non-day school paid experience must reflect a direct relationship to teaching, provide evidence of the use of skills applicable to teaching, and have been full-time or the equivalent, to receive salary credit not to exceed five years;

(2) Additionally, pre-school or other early childhood education experience must have been in State accredited, State or Federal approved, or children's center permit programs; and

(3) Special Education experience must also have been at work sites or in programs that were State certified, provided instructional rather than custodial care, or were receiver schools for public school students under provisions of Public Law 94-142.

d. Vocational experience related to the field to which a teacher is assigned on a teaching credential that has as a requirement the completion of trade experience consonant with the subject name on the credential. The experience must have occurred after completion of an approved four-year learning period. Such learning period shall consist of an apprenticeship, a recognized equivalent occupational or collegiate level preparation, or a combination thereof. College units which are consonant with the subject trade named on the credential shall be allowed for the learning period on the basis of 30-semester hours course work equivalent to 50 weeks of trade experience. Fifteen semester hours shall be equivalent to 25 weeks of trade experience. Amounts of less than 15 semester hours are not allowable. The maximum number of units equated as trade experience shall not exceed 60 semester hours. Credentials applicable under this paragraph which have as a prerequisite trade experience are:

Special, Secondary Vocational Class A Credential in Trade and Public Service Education;

Special Secondary Vocational Class B Credential in Trade and Technical Subjects Related to Trade and Industrial Occupations;

Special Secondary Limited Credential in Industrial Arts Education;

Designated Subjects Teaching Credentials with Specialization in Educational Trade and Technical Teaching;
Designated Subjects Teaching Credential in Industrial Arts and Occupational Subjects.

e. Professional experience in a shortage field which the District reasonably deems to be the equivalent in value to acceptable teaching experience (e.g., new math teacher previously employed as mathematician).

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

g. Public adult education teaching experience. Credit is to be computed on the basis of four hours of classroom teaching as the equivalent of one day. No such credit shall be given for adult education experience on any date for which day school experience is given.

h. Experience as a School Nurse in an approved public school or experience as a Public Health Nurse in an approved public or private agency.

i. Experience as a professional Psychologist in an approved public or private agency.

j. Experience as a Social Worker in an approved public or private agency.

k. To receive credit under sections e, f, g, h, i, and j experience must have occurred after possession of an earned bachelor's degree.

l. To receive credit, previous experience must have occurred during the ten years immediately preceding the election for which rating-in is provided. For employees initially hired effective July 1, 1985 or thereafter there shall be a 15-year limit.

A year of experience shall be defined as paid service for at least 130 days during a school year for school experience or 170 days during a calendar year for other experience, except that a year of vocational experience used for either the learning period or step placement, as set forth in paragraph "c." of this section, shall be cumulative over one or more calendar years and shall consist of 250 days.

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

15.0 Return to Service - Salary Restoration: A former employee who re-enters service within a 39-month period from the last date of paid service on the same or equivalent salary schedule shall have restoration.
as provided in Section 7.0. Status and tenure rights (if any) are determined by the employee's assignment and credential and by applicable law. The original seniority date is not restored. A former employee who re-enters service shall have the full restoration of status and tenure rights, if any. The original seniority date shall be adjusted forward in time by a number of days equal to the number of days involved in the break in employment with the District.

15.1 A former employee who re-enters service in a higher Class within a 39 month period from the last date of paid service shall be restored to the appropriate rate for the former schedule in accordance with the above procedures. Such employee shall then be allocated for the new higher class in accordance with provisions for assignment to a higher class.

15.2 A former employee who re-enters service after a 39-month period from the last date of paid service on the same or equivalent salary schedule shall be restored to the employee's current or higher schedule in accordance with Section 7.0 of this Article; a former employee who returns after a 39-month period effective 7-1-85 or thereafter may, in the discretion of the District, rate-in or have step and schedule restored, but shall not be eligible to have the career increment restored. For all other purposes, including status, tenure and seniority date, the employee shall be treated as a new hire.

16.0 Step Advancement: An employee not on the maximum step of the schedule shall receive a step advancement effective at the beginning of the employee's regular annual assignment basis in accordance with the following:

a. Pay Period Rate Schedule. The employee must have been paid for service or for leave on the employee's current or higher schedule for the number of hours corresponding to 130 120 full-time days during the previous school year.

b. Hourly Rate Schedule. The employee must have been paid on the Hourly Rate Schedule for 156 144 hours during the previous school year.

c. Paid time while on leave to serve full-time in another class paid on the same or higher schedule or an hourly rate shall also count as paid time in the class from which on leave.

d. Time on exchange, position, member of legislative body, military, organization and paid leaves shall count as paid time in the class from which on leave provided the employee furnishes the Controlling Division verification of time spent on such leaves.

e. An exception shall be made to the above requirements and step advancement shall be granted to an employee who received salary for at least 90% of the number of hours required for such advancement when the failure to receive salary for the required number of hours was as the result of an illness or injury which arose out of and in the course of employment with the District and which qualifies under the worker's compensation laws of the State.

f. If an employee has been paid during a school year for less than the number of days or hours necessary to receive a Step...
advancement, the fraction of the year for which the employee has been paid shall be added to other such fractions for the same employee and Step advancements shall be granted when the whole year equivalents are reached. Two years of service in a half-time paid position shall count as one year of service in a full-time paid position.

17.0 Schedule Placement or Advancement on the Preparation Salary Table. (Schedule 20 through 27): In order to qualify for a schedule placement or advance on the Preparation Salary Table, the employee must possess the requisite total number of points according to the following schedule:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Points in Excess of Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>14</td>
</tr>
<tr>
<td>22</td>
<td>28</td>
</tr>
<tr>
<td>23</td>
<td>42</td>
</tr>
<tr>
<td>24</td>
<td>56</td>
</tr>
<tr>
<td>25</td>
<td>70</td>
</tr>
<tr>
<td>26</td>
<td>84</td>
</tr>
<tr>
<td>27</td>
<td>98</td>
</tr>
</tbody>
</table>

The study on which the points are based must qualify under Article XV, Section 1.0. This provision does not apply to Children's Center Teachers on the Children's Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the preparation Salary Table.

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

<table>
<thead>
<tr>
<th>Advancement to Schedule</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>CC 16 DC 12</td>
<td>14 points above minimum requirements</td>
</tr>
<tr>
<td>17 DC 13</td>
<td>28 points above minimum requirements</td>
</tr>
<tr>
<td>18 DC 14</td>
<td>bachelor's degree</td>
</tr>
<tr>
<td>19 DC -</td>
<td>possession of a California restricted severely handicapped credential (applicable only to Development Center Teachers)</td>
</tr>
<tr>
<td></td>
<td>possession of a California elementary or early childhood teaching credential (applicable only to Children's Center Teachers)</td>
</tr>
</tbody>
</table>

20.0 Schedule Advancement and Degree Differential: Schedule advancement will be granted provided the total point credit meets requirements for schedule advancement, and the point applications and verifications have been properly filed in accordance with established regulations and procedures. A maximum of one schedule advancement will be allowed for each 52-week period for non-permanent employees (e.g., from March to March of the following year) or each 26-week period for permanent employees.
d. Satisfactory evidence that the degree has been granted or that all requirements have been met and that the employee is eligible to receive the degree must be filed according to the time limits and other point regulations.

22.0 Courses on Multicultural Understanding Required: To qualify for a schedule advancement on the Preparation, Children's Center or Development Center Salary Table the employee must have completed a minimum of two semester units or equivalent of study authorized to meet the requirements of Section 44560 through 44562 of the Education Code. This requirement will not be applicable to schedule advancements after the completion of four semester units or the equivalent, which includes two Semester units of general survey coursework on minority groups and two semester units of coursework specifically pertaining to a minority group represented in the student enrollment of the school to which the employee was assigned at the time the study was completed. The above units may also be used to meet the point total for schedule advancement.

23.0 Eligibility for Career Increments: An employee being paid on the maximum step of the Special Services Salary Table or the maximum step and schedule of the Preparation Salary Table or Children's Center Salary Table is eligible for a career increment as soon as the requirements set out below are met.

23.1 Preparation Salary Table:

a. To be eligible for the first career increment, the employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Preparation Salary Table, or a higher rate while not paid on the Preparation Salary Table, and completed at least two Staff Development point credits or equivalent college course dealing in modern techniques and practices for the classification to which allocated.

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

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

d. To be eligible for the second career increment, the employee must have been paid at the first career increment for five years while meeting step advancement requirements. All service rendered previous to a break in service shall be considered.

e. Service rendered previous to a break in service that was greater than 39 months shall not be considered. A second career increment shall be granted to an employee after having been on the first career increment for five years.
employees, (e.g., from November to May) measured from the effective date of the employee's initial allocation, or last schedule advancement, or eligibility for advancement except for allocation to DC Schedules 14 or 15, or CC Schedules 18 or 19. Advancements may occur all year long at the designated intervals as provided in this Section.

20.1 The effective date of the schedule advancement shall be the beginning of the employee's first pay period which begins after (1) the required points were completed provided verification is received within six calendar months, or (2) the filing date of the point application, or (3) the ending date of the above required period on a schedule, whichever is later, whichever is sooner.

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

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

21.0 Eligibility for Degree Differential: An employee on the Preparation, Children's Center, Development Center, or Special Services Salary Table is eligible for a degree differential under the following conditions:

a. Possession of an earned master's degree or other equal advanced earned degree of at least equivalent standard granted by an accredited institution of higher learning or earned degree of at least equivalent standard granted by a foreign university, the equivalency of any degree being determined by the Superintendent (not applicable to Special Services Salary Table employees), or

b. Possession of an earned degree of doctor of philosophy or other earned degree of equivalent standard, the granting and equivalence according to the provisions of subsection "a." above, or

c. Possession of an earned professional doctor's degree or other degree of equivalent standard granted by an accredited institution of higher learning, provided that:

(1) The requirements for the above degree include the completion of a three-year doctoral or equivalent program in the professional field in which the degree is obtained.

(2) The employee has a baccalaureate or other earned degree of at least equivalent standard granted by an accredited institution of higher learning in addition to the professional degree specified in paragraph "1." above; and
23.2 Special Services Salary Table:

a. To be eligible for the first career increment, the employee must be serving under a credential requiring a baccalaureate degree;

b. The employee must have served for at least 14 school years during which step advance requirements were met. Years of service outside the District which are creditable for rating-in step placement purposes (maximum of five) shall count toward the 14-year requirement;

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

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

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

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

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

23.3 Children's Center Salary Table:

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

b. The employee is subject to all of the requirements of Section 23.1 above, except there is a grace period, for the 1985-86 school year only, to complete the two Staff Development point credits or equivalent college course dealing in modern techniques and practices.

24.0 Salary Differentials: A salary differential may be paid in addition to the employee's regular salary because of (a) an additional earned degree, (b) prolonged years of service, (c) extra assignments involving additional duties, (d) specialist nurse duties, (e) additional responsibility, (f) work location, or (g) the temporary assignment of different duties. Such differentials may be computed on a pay period, seasonal, semester, session, quarterly, daily, or an hourly basis, but payment will be made in a lump-sum following the end of a season or
semester, or as an additive following the end of a regular pay period, as determined by the District. Nothing in this Section shall preclude an employee from performing such responsibilities and/or activities without receiving a differential.

a. Degree Differentials. A degree differential is granted to an employee paid on the Preparation, Children's Center or Development Center Salary Table because of the holding of a master's or doctor's degree (for Special Services Salary Table employees - doctor's degree only). Such a differential is part of the employee's pay period salary rate. The differential is included with the regular salary in computing retirement or determining salary upon promotion.

b. Career Increment Differential. A career increment differential is granted to employees on the Preparation Salary Table, Children's Center Salary Table, and Special Services Salary Table because of long years of service. The differential is part of the employee's pay period salary rate and is included in computing retirement, and in determining salary upon promotion.

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

(1) Activity Assignment. An activity assignment differential may be assigned each semester or season by the principal to an employee for service in the areas of choral music, drama, drill team, instrumental music, journalism, speech, stagecraft, student activities, yearbook, and other recognized or experimental school programs approved by the Superintendent. Each secondary school shall have a minimum of four level 5 differentials, five level 4 differentials, five level 3 differentials for activity assignments in addition to athletic differentials.

(2) Athletics Differential. An athletics differential may be assigned each season by a senior high school principal to an employee for service as an interscholastic athletic coach; and

(3) Coordinating Differential. A coordinating differential may be assigned each semester by the principal or the Interscholastic Athletics Office to an employee for school coordinating service in interscholastic athletics or league coordinating service in interscholastic athletics. Such differentials may also be assigned.
by the principal for coordinatorships in the areas of audiovisual, counseling, early childhood, ESL, gifted, health, library/multi-media, reading, special education, student government, subject field or grade level leadership (department or grade level chairpersons), work experience, or with the approval of the region superintendent, other activities related to the operation of the school.

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

d. Specialist Nurse Differential. A Specialist Nurse Differential may shall be paid to a school nurse who has successfully completed a specialist nurse training program and who is assigned to perform designated duties that supplement the regular duties for a school nurse. Such assignment may shall be made by the District Nursing Services Branch on a rotational basis.

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

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

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

25.0 Auxiliary Teachers: An auxiliary teacher is a secondary school teacher assigned to teach one additional regular class period each day. They shall be assigned on the C or S basis and shall be paid at the rate of their regular assignment. Auxiliary teachers shall be paid only for time actually served. Assignment as an auxiliary teacher may be terminated at any time.

26.0 Demonstration Teachers: Employees who are assigned as demonstration teachers for the purpose of providing observation by designated students in teacher-training institutions of the development of a
teaching and learning situation setting forth a designated technique for a specific subject shall receive an assignment differential for such service. Compensation for Service rendered as a demonstration teacher shall be paid after the close of the semester in which the service is rendered. The District shall establish the necessary administrative procedures for the processing of such demonstration teacher assignments and the review and checking of all timesheets incidental thereto.

27.0 Registration Advisers: Registration time may be allocated to schools by the District. The time allocated to schools may be converted to substitute days and hours of advisory time for appropriate employees:

a. Registration advisers shall be assigned by the immediate administrator and shall be limited, except schools in the Division of Career and Continuing Education, to permanent or probationary staff members assigned to the schools who shall be directly involved with registration and programming;

b. Registration advisers shall be paid at their regular rate for the time actually served. They shall not be entitled to pay for holidays or other absence benefits;

c. The period during which registration time may be utilized shall be determined by the District.

28.0 Replacement Teachers: Replacement service is Service rendered by a teacher at a school in place of either a teacher or a librarian assigned to the same school who is reported as absent on the payroll records, except as provided below. Such service is to be authorized only when there is no qualified substitute assigned to cover the class or library. All teachers who possess the appropriate certification are authorized to render replacement service under the conditions described in this Section and shall be paid additional salary for such service at the rate of their regular assignments. Service in place of a teacher who is absent for attendance at a conference or convention shall not qualify for additional salary unless a substitute is authorized by the District. Replacement service shall be in accordance with the following provisions:

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

b. Replacement service representing less than .3 of a full hour of compensation will not be reported to the Payroll Section;
c. Replacement service accumulated on a pupil-hour basis will not be carried over from one school year to the following summer session or school year nor from a summer session to the following semester;

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

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

29.0 Training Teacher: Employees who are assigned as training teachers for the purpose of the direct supervision and instruction of the classroom teaching of student candidates for teaching credentials shall receive an assignment differential for such service. For the purpose of this Section, a semester unit in elementary schools and junior and senior high schools equals one semester of approximately 18 weeks of direct supervision and instruction per student candidate for 20 minutes per day, five days per week, or the equivalent of approximately 30 hours per semester. A semester unit in elementary schools, and junior and senior high schools during the summer session equals approximately six weeks of direct supervision and instruction per student candidate for sixty minutes per day.

29.1 In cases where the training teacher has more than one student teacher assigned at any one time, the amount received by the training teacher shall be increased proportionately. In no case shall the compensation paid for the service of training teachers exceed the established salary rate per semester unit.

29.2 For the purpose of pro-rating the salary to employees who render service as training teachers during a part of a semester or a part of a summer session, where one regular training teacher replaces another training teacher, the teacher having the longer assignment shall be paid. The payment of salary shall be pro-rated according to the following table:

<table>
<thead>
<tr>
<th>Number of Weeks of Service</th>
<th>Fractional Part of Training Teachers Salary to be Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nine or less per semester</td>
<td>one-half</td>
</tr>
<tr>
<td>More than nine per semester</td>
<td>one</td>
</tr>
<tr>
<td>Three or less per summer session</td>
<td>one-half</td>
</tr>
<tr>
<td>More than three per summer session</td>
<td>one</td>
</tr>
</tbody>
</table>

29.3 The District shall establish the necessary administrative procedures for the processing of such assignments and the review and checking of all timesheets incidental thereto.
30.0 Payroll Errors - Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V, shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee to a three year period dating from the discovery of the error.

31.0 Payroll Errors - Prompt Correction: If the District fails to issue a scheduled regular pay warrant, or makes an error of $100 or more due to problems involving assignment, time reporting, payroll processing or the like, the employee may request an Emergency Pay Allowance for the amount of the estimated payroll error. Such a request is to be made to the person at the work site who is responsible for reporting time, who will contact the Payroll Branch between 8:00 a.m. and 12 noon on the day after the pay warrant was due at the site. Payroll Branch shall issue the Emergency Pay Allowance for approximately the amount of the error and have it prepared for pickup at the Payroll Branch between 3:30 and 5:00 p.m. of the same working day the error is reported to the Payroll Branch. Those warrants not picked up by the employee shall be mailed to the employee that same day. Any portion of an Emergency Pay Allowance may be recovered against future salary warrants if the District later determines that the employee was not entitled to keep the payment. This procedure is not available to cover step and schedule advancement, rating-in allocations, promotional adjustments and the like which normally take up to 60 days to process, nor is it lawful until the employee's initial employment assignment has been processed. Also, an Emergency Pay Allowance is not lawful in the case of a salary warrant issued and mailed but later lost, stolen, or delayed. However, a replacement salary warrant will be issued (upon timely request) seven days after scheduled receipt of the original salary warrant. Emergency Pay Allowances cannot be issued when the employee is under garnishment, tax liens, or other similar restriction, or when the District has knowledge that the employee is in an overpay situation. The District shall hold open all Payroll Inquiry phone lines on the morning after the pay warrants are due at the site for the purpose of receiving reports of payroll errors from time-reporting personnel.

32.0 Payday Change: The parties have agreed to return to a Friday payday as soon as practicable with the understanding that the process of acquiring the computer capacity necessary to implement such an eventual change is now underway. The Friday payday is to be implemented by Fall, 1988 unless a reduction in funding significantly impacts the District's ability to meet this deadline. To a first of the month payday beginning July 1, 1988 year round schools and October 1, 1988 for traditional schools.

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

34.0 Employer "Pick-up" of Employee Contributions to State Teachers' Retirement System (STRS): Effective January 1, 1986, the District will implement the provisions of Section 414 (h) (2) of the Internal Revenue Code for all employees who are members of STRS. Under this program, employee contributions are designated as "employer" contributions for tax purposes only. The employee's 8% STRS contribution will continue to be deducted. Taxes are paid only on the reduced salary amount (e.g. gross salary less 8%). Taxes on the employee's 8% retirement contributions are thereby deferred until retirement or withdrawal from STRS. Typically, this program will result in an increase in take-home pay for STRS members.

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

36.0 Night Continuation High School (Regular Program) Teachers: Regular program teachers (including continuation high school teachers) who teach additional hours in the Night Continuation High School program shall be paid at their regular hourly rate and shall accrue holiday and illness pay on a pro-rata basis.

37.0 Overtime Work

37.1 Bargaining unit members shall be paid their regular hourly rate of pay for activities they are required to attend outside of the regular work hours. Example: back-to-school night, open house, faculty meetings, staff development, etc.

37.2 Counselors when required to work in excess of the six hour day, or work during their one hour preparation period at tasks other than their preparation, shall be compensated at their regular hourly rate of pay.
ARTICLE XV

SALARY POINT CREDIT AND STAFF DEVELOPMENT

1.0 Requirements for Salary Point Credit: After placement on the Preparation Salary Table, employees shall be entitled to earn salary point credit through study that is directly related to their current assignment or involves preparation for a future District assignment. The study must be of such a nature as to provide for a substantial increase in the skills, knowledge, and understandings that directly relate to an employee's present or future District assignment. Study for the purpose of preparation for another career or to pursue a personal interest shall not qualify for salary point credit.

2.0 Basis for Salary Point Allowance: Salary point credit shall be allowed an employee for approved study satisfactorily completed after meeting the minimum rating-in requirements established in Article XIV, Sections 3.9 and 3.10.

a. Subsequent to initial rating-in, all coursework must be submitted within three calendar years of the completion date in order to receive credit, except as provided in Article XIV, Section 23.

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

3.0 Unit of Measurement for a Salary Point: For purposes of allocation to and advancement on the Preparation Salary Table, a salary point shall be (a) a semester unit as defined by the University of California or (b) a unit of measurement established by the District and deemed the equivalent of a University of California semester unit (15 contact hours with an instructor plus 30 hours of outside preparation for each semester unit). Quarter units awarded by some institutions of higher education in place of semester units shall be computed as the equivalent of two-thirds of a semester unit. Continuing Education Units (CEU) offered by the Extension Divisions and Schools of Continuing Education of some institutions of higher learning will be computed at the rate of two CEU's for one quarter unit or three CEU's for one semester unit. Other nonpreparation type courses and workshops may be considered for credit on the basis of thirty class hours for one salary point.

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

a. Was a certificated employee of the District during the period of project attendance, or

b. Prior to the enrollment in a project had filed with the District an official acceptance of an offer of employment for a certificated position.

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

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

7.0 Point Credit for Study in Accredited Institutions of Higher Learning:
An accredited institution of higher learning is a college or university accredited by a regional accrediting commission and listed in the current editions of the Education Directory, Colleges and Universities, published by the U. S. Department of Education or the Accredited Institutions of Post Secondary Education published by the American Council on Education. Salary point credit shall be allowed as provided in Section 3.0 for lower division, upper division, and graduate study in an accredited institution of higher learning, provided it meets the criteria of Section 1.0, and the employee's immediate administrator certifies prior to enrollment that the course meets those standards.

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

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

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

a. The study is directly related to the employee's field of service;

b. The study will provide for an increase in the employee's job skills, knowledge, and understanding equal to or exceeding that expected from study in an accredited institution of higher learning and is the equivalent of not less than two semester units;

c. A detailed study plan and a resume of the person to direct the study are submitted and approved in advance;

d. The person to direct the study is a recognized expert in the field in which the independent study is planned;

e. The study is recommended by the immediate administrator and preapproved by a Superintendent's committee coordinated through the Staff Development Branch; and
f. At the completion of the independent study a written report, and if appropriate, samples of work resulting from the study are submitted to and approved by the Staff Development Branch.

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

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

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

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

12.0 Conducting Staff Development Point Project Classes - Responsibility: It shall be the policy of the District whenever feasible to conduct Staff Development Point Project Classes in cooperation with and through the Division of Adult and Occupational Education. Provision may be made by the Division of Adult and Occupational Education to offer courses in cooperation with institutions of higher learning. Participants in such courses may elect to receive either direct salary point credit or unit credit on payment of a fee to the cooperating college or university.

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

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

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

13.2 Instructors of Staff Development Point Project Classes may choose to accept double salary point credit in lieu of salary but will not receive double salary point credit for teaching the same course more than once.
13.3 Responsibility for Instruction of a Staff Development Point Project Class may be distributed between several persons provided each person assumes full leadership for at least four class hours of a course.

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

a. Conducting the course following an approved outline;

b. Preparing and obtaining approval of an acceptable course outline for a new course;

c. Maintaining an accurate record of enrollment and attendance;

d. Ensuring that participants in the course are currently in or planning for the field in which the course is offered;

e. Providing for appropriate outside preparation and study by course participants; and

f. Completing and submitting all required records and forms, including course evaluations by participants.

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

16.0 Fees for Point Projects: Employees enrolled in Staff Development Point Projects including those conducted as Adult Education classes are not required to pay a fee as a condition of enrollment. Participants may be required to purchase materials to be used in connection with the point project in which they are enrolled.

17.0 Course Requirements for Staff Development Point Project Classes: Staff Development Point Project Classes shall be offered on the basis of sixteen class hours of fifty minutes each for one salary point credit. The number of class hours scheduled for each class meeting shall be determined by the appropriate superintendent or designee. Outside study and preparation shall equal two hours for each class hour. Credit for classes that do not require outside study or preparation shall be allowed on the basis of one salary point for each thirty-two hours of satisfactory completion. For the purposes of this Section, Language Acquisition Classes shall be designated as classes which require outside study and shall be granted point credit accordingly.

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

17.2 Staff Development Point Project Classes may be scheduled for from one to six units of salary point credit. Several classes or meetings requiring fewer than sixteen class hours may be combined to con-
18.0 Salary Point Credit for Participation in Staff Development Point Project Classes: Qualified employees may receive salary point credit for satisfactory participation in Staff Development Point Project Classes on the basis of one salary point for sixteen hours of satisfactory participation plus required outside preparation. To qualify for credit, participants must not miss more than two class hours in a sixteen-hour class, except that a participant may be excused by the appropriate superintendent or designee to perform necessary emergency duties for the District. All missed work must be completed on an independent assignment basis. Fractional credit for less than the required attendance is not authorized.

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

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

b. The plan for the study is of such merit and extent as to warrant the allowance of a minimum of two points;

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

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

e. The employee files a copy of the completed study with the Office of Staff Development and the appropriate superintendent or designee. The amount of point credit to be allowed shall be determined by the Office of Staff Development based on the report in advance by the Office of Staff Development and according to the plan submitted under part b, above.

f. The study is to be available for use in the District as needed; and

g. No point credit is allowed for research study for which college or university credit is allowed.

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

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

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

(1) A day by day itinerary;

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

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

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

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

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

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

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

f. Not more than 14 28 salary points are accumulated for educational travel during the entire service of the employee, except that five years after completion of the maximum accumulation an employee may petition the Salary Allocation Office for not more than two additional salary points for travel.

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

21.0 Point Credit For Educational Work Experience Projects:
Point credit shall be granted for point projects which include employment provided the employment provides a substantial increase in the employee's skill, knowledge, or understanding of the work and is in an approved business enterprise.

21.1 The superintendent of the Division of Adult and Occupational Education shall appoint a committee of three members. A three member committee shall be established to render advice and guidance in the establishment and administration of standards and procedures relating to point projects which include employment. The committee shall be made up of one employee from the Personnel Division and two employees from the staff of the Division of Adult and Occupational Education person appointed by the district and one person appointed by UTLA and those two persons shall mutually agree on the appointment of a third person. The functions of the committee will include:
a. Approval, denial, or suggestions for revision of all work experience project requests;

b. Establishment of the point value of individual projects when approval to undertake them is granted. The committee shall have authority to revise the point value and study requirements of projects in instances where, of necessity, the employment conditions are changed during the progress of the employment; prior approval of such change must be obtained; and

c. Establishment of maximum point values for educational work experience projects undertaken on leaves of absence.

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

21.3 No point credit shall be given for participation in a point project involving employment until the entire project is satisfactorily completed. Evidence of satisfactory completion of the employment must be submitted at its conclusion.

21.4 Except in the case of an employee who is on leave of absence, the employment required in an educational work experience project must be undertaken and completed during the summer vacation period or during the off-track period.

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

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

21.7 An approved business enterprise, within the meaning of this section, must be a bona fide and established organization. Self-owned, family-owned, or self-operated business enterprises do not come within the definition of an approved business enterprise. No point credit shall be granted for District employment.

21.8 It is the intent of this section to provide point credit for summer work or off-track work experience to teachers of subjects in the practical arts field that lead to a salable skill for students.
ARTICLE XVI
HEALTH AND WELFARE

1.0 Health and Welfare Plans - General: The District's 1987-88 1988-89 obligation for health and welfare plans is to be defined as, and limited to, a maximum of $2,927 average per participating employee, which the District guarantees will be a sufficient amount to provide the same benefit plans for 1987-88 1988-89 as were agreed upon for 1986-87 1987-88. The above defined contribution obligation shall be satisfied by the following combination of resources: amounts paid to insurance carriers and health maintenance organizations, amounts transferred to the District's Health and Welfare Self Insurance Fund, amounts available from beginning balances in said Self Insurance Fund, and amounts available from interest income in said Self Insurance Fund. No other resources or amounts paid, transferred or available are to be included in the defined contribution.

1.1 If any premium is refunded by a Plan carrier/administrator, it shall be retained by the District, unless it is the result of a direct payment made by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

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

1.3 UTLA has been furnished with a copy of the current Plans and Plan summaries; the District shall notify UTLA of any proposed Plan changes promptly upon receiving notification of same from the carriers. If a Plan unilaterally imposes a change in coverage or benefits, continuance of that Plan's services is subject to agreement by both parties. Changes in carriers or coverage are subject to negotiations.

1.4 Subject to the implementing terms of the applicable contracts between the District and carriers/administrators as provided in 1.2 above, the 1988-89 benefit plans are as follows:
a. One or more fee-for-service hospital-medical plans with benefits comparable to the District's current self-insured plans for eligible employees and dependents. The following modifications will be made effective July 1, 1987 shall be continued as part of the general coverage package.

(1) In-patient Psychiatric Treatment: 30 days per year subject to the $100 annual deductible and reimbursed at 80%, with a maximum of 90 days per lifetime.

(2) In-patient Substance Abuse Treatment: 30 days per year subject to the $100 annual deductible and reimbursed at 80%, with a maximum of 90 days per lifetime.

(3) Out-patient Psychiatric/Substance Abuse Treatment: Maximum of $40 per visit, subject to the $100 annual deductible and limited to $3,000 per calendar year.

(4) The lifetime maximum for services subject to the annual deductible and co-payment shall be $1,000,000.

(5) The District's plan administrator may conduct individual evaluations and allow benefits for hospice care, home health care, or residential treatment programs as an alternative to acute hospitalization. Such arrangements are to be voluntary on the part of the employee/beneficiary.

(6) Benefits for organ transplants shall be expanded to include heart transplants and liver transplants, subject to written pre-authorization by the plan administrator.

(7) Radial keratototomy shall be covered only when medically necessary because vision cannot be corrected by glasses or contact lenses; or

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

c. One or more self-insured, fee-for-service comprehensive major medical benefit plans comparable to the District's current C.A.S.H. plan, which shall include a preferred provider organization option. Effective July 1, 1987, the modifications referred to in the above subsection a (5), (6) and (7) are to be implemented.

d. One or more dental/orthodontia plans with benefits similar to the District's current Self-Insured Plan or Pre-paid Dental Plan for eligible employees and dependents: (increase dental benefits by 50%)
e. One or more vision care plans providing benefits comparable to the District's current Blue Shield-Medical Eye Services plan for eligible employees and dependents; effective July 1, 1987, this plan shall be changed to Vision Services Plan No. 3; and (increase vision coverage by 50%) 

f. A term life insurance plan comparable to the District's current $20,000 $50,000 Northwestern National Plan, for eligible employees, together with an optional employee-paid plan for eligible employees and their dependents. 

g. Miscellaneous: Increase medical benefits for all plans to include such coverage as: Pap smears, T-cell counts, Blood pressure, prescription cards for employees covered by Blue Shield, all cost for prescriptions, acupuncture, chiropractic treatment, and audio care and appliances. 

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

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

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

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

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

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

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

(1) First Level - conducted by the service review organization

(2) Second Level - conducted by Blue Shield's medical advisory group

(3) Third Level - conducted by a committee which includes a representative from the Business Manager's Office and a representative from UTLA. The Contractual Relations Branch shall act as a resource to the committee.

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

3.0 Employee Assistance Program

a. General: An Employee Assistance Program ("EAP") shall be established for employees and eligible dependents. The objective of the program shall be to provide confidential, professional counseling and referral services for a wide range of employee concerns including but not limited to: personal, marital and family problems; psychological and emotional problems; alcohol and substance abuse and dependency; or problems arising out of financial or legal matters. The program shall be designed to provide employees with the information, resources and opportunities to resolve personal, family and work problems before job performance is affected and to assist employees in correcting problems contributing to substandard performance. The program is not intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or law.

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

(1) The decision of employees to utilize EAP services, or not to do so.

(2) The recommendation by anyone, including administration that an employee should utilize EAP services -- or the failure to make such a recommendation.

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

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

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

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

a. Except as provided below, every employee who is assigned half time or more of a full-time assignment in one class, in a status other than day-to-day substitute (including extended and extended substitute-home teacher), temporary, extra or exchange, shall be eligible to enroll in a plan. The percentage of assignment shall be determined pursuant to Article XIV, Section 1.1. For employees attaining eligibility under this paragraph the enrollment year shall be January through December.

b. Except as provided below, employees who do not qualify under the preceding paragraph, but who in the previous school year were in paid status for the equivalent of 100 or more full days as a result of any one assignment or any combination of assignments in certificated service may enroll in a plan. For employees attaining eligibility under this paragraph, the enrollment year shall be October through September.

c. Part-time contract employees described in Article XIII, Section 1.3 (as distinguished from teachers on Half-time Leave and
Reduced Workload Leave) may be eligible to receive a District contribution to the health and welfare benefits package that is prorated to the hours of contract service (e.g., a half-time teacher receives 3/6ths or 50 percent of the contribution cost for the full health and welfare benefits package); however, in order to receive the cost of the prorated contribution, the employee must contribute the balance of the full cost.

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

e. Adult Education personnel (except those mentioned below) seeking to obtain eligibility in the full health and welfare program must be assigned for eighty (80) hours per pay period in one class, or have been in paid status in one or more assignments for 800 hours during the previous school year. Those who do not meet such requirement will qualify for a new part-time health plan (hospital and medical only, for employee plus one dependent), provided they are assigned for at least forty-eight (48) hours per pay period in one or more classes or have been in paid status in one or more assignments for 480 hours during the previous school year. Exempted from this change in requirements are those Adult Education employees who qualified during the 1979-80 school year based upon the previous rules, and who have thereafter continuously maintained eligibility under the previous rules.

5.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must upon re-enrollment in that same enrollment year select the same plan. Such an employee must wait until the next open enrollment period to affect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application. An employee enrolled in a group practice hospital-medical plan who, while on an authorized sabbatical leave of absence, is located for a substantial period of time during the leave outside the service area of the plan may, by making proper application, enroll in another plan providing benefits in the new area.

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

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

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

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

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

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

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

6.0 Continuance of Enrollment: With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment while eligible for a period not to exceed one (1) year by making a proper payment to the plan in which enrolled. Payment shall be made by check or money order in the gross premium amount, payable to the plan and sent to the District's Health Insurance Section. Payments may be made by installments on the due dates and in the amounts required by the plan.

6.1 With respect to the District-paid life insurance plan coverage for an employee on an unpaid leave of absence other than for illness or industrial accident shall not be provided until such time as the employee returns to active service in an eligible assignment. Coverage for an employee on an unpaid leave of absence for illness or industrial accident shall continue for one year after which termination of coverage shall be processed and a conversion plan offered. Coverage for substitute employees who are unavailable for work for any reason shall not be provided.

6.2 With respect to the employee-paid life insurance plan, employees who receive no salary or who receive insufficient salary to permit deduction of the required premium after all other deductions are made may continue coverage for a period not to exceed one (1) year by making direct payments of the appropriate premiums as provided in 5.0 above.

6.3 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an
eligible assignment and, with respect to the employee-paid life insurance plan, submitting evidence of good health acceptable to the plan. An officer of UTLA on leave pursuant to Article IV, Section 3.0, shall not be subject to the maximum one-year period for direct payments but may continue enrollment by making proper payment(s) to the plan in which enrolled for the period of the leave.

6.4 With respect to the District Health Plans, when an employee is disabled because of a job related injury or accident and cannot qualify for retirement because of age restrictions, the employee shall be entitled to a continuation of benefits until retirement eligibility is attained.

6.5 With respect to the District Health plans, the spouse and eligible dependent of a deceased employee shall continue to receive health coverage at district expense.

7.0 Termination of Enrollment: The enrollment of an employee shall terminate:

a. For failure of the employee to make direct payment as provided above, in which case coverage shall terminate at the close of the month for which the last premium was paid;

b. At the request of an employee, in which case coverage shall terminate at the close of the month in which the request was submitted;

c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective;

d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the District-paid life insurance plan which shall terminate coverage on the date of loss of eligibility; and

e. For District-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

7.1 With respect to hospital-medical plan coverage, if the employee's participation is terminated at the Plan's request, for other than nonpayment of premium, the employee may enroll in another of the District's hospital-medical plans by making proper application to the District's Health Insurance Section.

9.0 Conversion of Enrollment: With respect to the hospital-medical plans and the Pre-Paid Dental Plan(s), an employee who is enrolled in a plan for at least two (2) consecutive calendar months and whose enrollment terminates because of (a) failure to make direct payment when required, (b) loss of eligibility, or (c) termination of employment, shall be given the opportunity to exercise the right of conversion of such individual coverage as provided by the plan, at the employee's expense. With respect to the life insurance plans, employees whose enrollment
terminates because of (a) failure to make direct payments when required (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at their own expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

10.0 Retirement Benefit Coverage: Employees who retire from the District receiving an STRS/PERS retirement allowance (for either age or disability) shall be eligible to continue coverage under the District-paid insurance plans (excluding life insurance and EAP) in which the employee was a participant at the time the retirement becomes effective, providing that the employee meets the following requirements:

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

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

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

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

e. In order to maintain coverage, the retiree must continue to receive an STRS/PERS retirement allowance, and must enroll in those parts of Medicare for which eligible. Part B Medicare payments shall be paid for by the District when required by the District to maintain health benefits.

For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 100 full-time days and was eligible for District-paid insurance coverage. Time spent on authorized leave of absence shall not count toward, but shall not constitute a break in, the service requirement.

10.1 Employees shall receive an extension of the one year "continuance of enrollment" (see 10.0d and 6.0) by qualifying for an Extended Special Medical leave under the following conditions:

a. The employee must have accumulated a minimum of 20 years of qualifying service;

b. The employee must suffer from a physical condition of a permanent debilitating, irreversible nature so as to make continuation of employment an extreme hardship (e.g., certain forms and advanced
stages of multiple sclerosis, cancer, sickle cell disease, diabetes
cerebral palsy and muscular dystrophy, etc.);

c. The procedures of Article XI governing "Medical Appeals"
shall govern determinations to be made under this section.

d. The Extended Special Medical leave may be renewed annually
and, if continued until retirement under STRS/PERS, will permit the
employee to qualify for District-paid insurance upon receipt of
retirement allowances.

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

10.3 The District will pay social security coverage for all
employees not covered under STRS.

10.4 The District health and welfare benefits shall be maintained
for any employee who is on STRS disability or worker compensation benefit.

10.5 If teacher-spouses have selected the same health plan, they
shall not be discriminated against. The employees shall be able to select
different health plans and be assigned as a dependent of each other. This
arrangement would preclude the possible loss of health benefits when the
"dependent" teacher retires or spouse dies.

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

11.1 The monthly premium for continued coverage shall be
determined at the time of eligibility and shall be subject to change;
however, the premium charged to employees will not exceed 102 percent of
the premium paid by the District for active employees and/or dependents in
a comparable status. The continuation coverage shall be the same as the
coverage available to continuing employees, regardless of the employee's
health at the time.

11.2 It shall be the responsibility of the employee or the
dependent to notify the Health Insurance Section of a divorce, legal
separation or loss of eligibility of a dependent child at the time of such
an event. At the time of eligibility for continuation coverage, and upon
such notification, an election form shall be provided by the District.

11.3 The Union agrees that COBRA shall be administered pursuant
to federal law, and that all decisions and rules with respect to eligi-
bility, premium costs, qualification for benefits, and level benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article V (Grievance Procedures).

12.0 The District shall purchase an annuity equivalent to the increase over 2% presently included in the PERS Retirement benefit formula for employees over 60 years of age and for teachers who retire.

13.0 District Retirement Liaison with UTLA: The District shall appoint a staff person to act as liaison between STRS, certificated members and the District.
ARTICLE XVII
HOLIDAYS AND VACATION

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

<table>
<thead>
<tr>
<th>Assignment Basis</th>
<th>Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>A, Z</td>
<td>Holidays listed in Board Rule 1101 and any other holidays declared by the Board of Education to apply to these employees.</td>
</tr>
<tr>
<td>B, C, K, S, T, U</td>
<td>Holidays listed in Board Rule 1101 and any school holidays or other holidays declared by the Board of Education which come within the assignment period.</td>
</tr>
<tr>
<td>M</td>
<td>Holidays in accordance with contract.</td>
</tr>
<tr>
<td>X</td>
<td>No holiday benefits.</td>
</tr>
</tbody>
</table>

2.0 Holiday Pay – Substitute Employee Reassigned as a Probationary or Permanent Employee: A substitute employee, with substitute status only or on leave from permanent status to a substitute in the related class, who is assigned as a probationary or permanent certificated employee on the same basis immediately following a legal or school holiday, shall receive holiday pay at the substitute salary rate, provided the employee served either on the last day of the assignment of a regular employee preceding the holiday or on the first day of the assignment following the holiday and provided the holiday is one of the employee's assigned days.

3.0 Payment for Holidays: An employee shall receive pay in a regular assignment (or in an assignment in lieu of the regular assignment as a temporary adviser, acting employee, or as a substitute in a higher class than that of the regular assignment) for holidays listed in Rule 1101 and for other holidays authorized by the Board of Education which are part of the employee's regularly assigned days, subject to the following conditions and exceptions:

a. If the employee has been in paid status during any portion of the last working day of the assignment preceding the holiday or during any portion of the first working day of the assignment following the holiday, provided that:

(1) An employee on a sabbatical leave of absence shall receive the same rate of pay for a holiday occurring during the leave as is received for other working days in such period; and
(2) An employee on a military leave of absence entitled to compensation under Article XII shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law;

b. If the first day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the next following working day; or

c. If the last day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the last working day preceding the holiday.

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

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

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

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

6.3 Time for Taking Vacation: Vacation may be taken under the following conditions:

a. Vacation shall not be taken before the close of the pay period in which the employee has completed the number of hours corresponding to 130 days of active certificated service in the District;
b. The amount of vacation taken in any pay period shall not be in excess of the vacation credit accumulated by the close of the pay period immediately preceding the pay period in which the vacation occurs;

c. No vacation or part thereof shall be taken at a lesser rate than one-half day at a time, regardless of the nature of the assignment, nor shall a part-time assignment be changed for vacation purposes; and

d. Vacations shall be taken at a time convenient to the employee's immediate administrator. An employee who has accrued vacation in excess of that which could be earned in 18 pay periods may be directed by the immediate administrator to commence the use of the excess vacation credit within two pay periods.

6.4 Amount of Vacation - Rate of Allowance - Effect of Change in Status. The amount of vacation actually earned and only that amount shall be available, regardless of changes in status. The rate at which vacation allowances are paid will be the employee's current rate.

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

6.6 Vacation Upon Change in Basis of Assignment. An employee changed from an A to a B, C, K, S, T or U assignment basis must take accumulated vacation before completion of the A basis assignment except where it is impossible or impracticable to do so. Any such approved accumulated vacation may be taken while assigned to a position on a B, C, K, S, T or U assignment basis. A substitute shall be provided for any such employee provided that the services of a substitute are necessary and approval for the substitute is given by the appropriate superintendent.

6.7 Lump-sum Payment for Accumulated Vacation. An employee who ceases to earn vacation shall be paid the money value of any accumulated vacation as a lump-sum payment, provided the immediate administrator concerned certifies that it is impracticable for the employee to take such accumulated vacation. If the employee makes no request for lump-sum payment, the payment shall be made at the end of the school year following the school year in which the employee ceased to earn vacation. The lump-sum payment shall be at the salary rate of the employee's last vacation earning assignment.

6.8 Vacation - Substitute Status: Nothing in this Article shall be held to entitle persons with substitute status only to vacation privileges. Substitute teachers are entitled to 23 holiday/vacation days.
ARTICLE XVIII
CLASS SIZE

1.0 General Provisions: The following general provisions and definitions apply to this Article:

a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered. (See Office of Superintendent Bulletin No. 19, September 1, 1980).

b. Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis.

c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position.

1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date." As of that date the number of teachers to be assigned to a school shall be based upon the number of students listed in the teacher Allocation Tables and the staffing requirements of this Article. Those Allocation Tables are designed to trigger the assignment of an additional teacher when a school's enrollment reaches a given point. For example, at the elementary level, if at norm date the specified averages are exceeded by a sufficient number of students to create one-half of a class or more, an additional classroom teacher will be authorized. Thus, in an elementary school with a required school-wide average class size of 27, an additional teacher will be assigned as of norm date when school enrollment multiples of 27 are exceeded by 14 or more additional students.

1.2 For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:

a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term. Similarly, decreases in secondary enrollment during the semester will not result in displacement of existing staff until the following semester or term.

b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position (see 1.1 above), and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.
1.3 Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:

a. From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to register-carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register-carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.

b. After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register-carrying classroom teaching functions in classes or departments exceeding the expected class size.

1.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.

1.5 It is recognized that the class size restrictions of this Article may not be achieved due to circumstances such as state funding limitations, teacher shortages, changes in the student integration or other programs, or statutory changes.

1.6 Class Size Arbitration Procedures:

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

b. If the employee wishes to obtain review of the decision, a Notice of Appeal to the Office of the Region/Division Superintendent shall be delivered within three days of receipt of the immediate administrator's reply. Within five days after receipt of the Notice of Appeal, the Region/Division Superintendent shall hold an appeal meeting to discuss the matter, and shall, by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative (if any).

c. Within two days after the above administrative appeal is announced, UTLA may appeal the matter to arbitration by notifying the District of its intention in writing. UTLA and the District shall select an arbitrator and the dispute will be calendared for an arbitration hearing at the next scheduled available expedited hearing date, or within 30 days, whichever is earlier, but in no event shall the hearing be held less than 15 days after UTLA's arbitration appeal is filed. Briefs, if any are desired, are to be filed promptly, and
a summary letter award shall be issued by the arbitrator within seven calendar days of the briefs (or of the close of the hearing if there are no briefs). A full decision shall be issued within 30 days after the summary award letter. These cases shall, in all ways not modified herein, conform to the provisions of Article V.

1.7 If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority to require, the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.

2.0 Regular-Program-Class-Averages

2.1 Elementary schools: Taken together, all classes at a school in grades K-3 are to average 29.5 students, and in grades 4-6 are to average 35.5 students. In order to avoid State funding penalties, no class should be permitted to exceed 32 students at the kindergarten level or 32 students at grades 4-6, including K-1 and 3-4 combination classes, as provided in applicable law.

2.2 Junior high schools (including 6th grade junior high school students): all classes at a school are to average 36.25 students.

2.3 Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.

2.0 Class Size Maximum: Class size maximum shall be 25 to 1. Any exception to this class size maximum shall be in physical education where the class size maximum shall be 40 to 1.

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

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

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

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

In order to avoid state funding penalties, no class should be permitted to exceed 32 students at the kindergarten level or 32 students at grades 4-6, including K-1 and 3-4 combination classes, as provided in applicable law.
3.2 PHBAO schools 

Grades 7-10 (including 6th grade junior high school students) Taken together, all academic classes at a school (English, ESL, Reading, Math, Social Studies, Science, and Foreign Language) are to average 27 students. An academic class at a senior high school must have more than 75 percent ninth and tenth grade students in order to fall within the coverage of this special class size program. Non-academic classes (excluding Physical Education and activity classes such as Band and Drill Team) are to average 36-25 students at junior highs, and are to average 35-5 students at grades 9 and 10 in senior highs.

3.3 Desegregated/Receiver Schools (schools designated as desegregated or designated to receive students under the Student Integration Program, including PWST, GVP, Satellite Zone and GAP) are limited by the following class size requirements:

a. Grades K-3 -- Taken together, all classes in grades K-3 at a school are to average 29.5 students.

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

b. Grades 4-6 -- Taken together, all classes in grades 4-6 at a school are to average 32.5 students.

c. Grades 7-10 (including 6th grade junior high school students) Taken together, all academic classes (see paragraph 3.2 for definition and "75 Percent Rule") at a school are to average 32.5 students. Non-academic classes (excluding Physical Education and activity classes such as Band and Drill Team) are to average 36-25 students at junior highs, and are to average 35-5 students at grades 9 and 10 in senior highs.

3.4 Magnet-Schools-and-Centers* These designated as serving PHBAO student populations shall have an average class size in each school of 27 students. Other magnet schools and centers shall have an average class size in each school of 29.5 students. In order to be considered a magnet class in a magnet center, a class must contain more than 75% magnet students.

4.0 3.0 Distribution of Students Within Grade Levels, Departments and Classes. Soon after the opening of school, each elementary grade level chairperson or secondary department chairperson shall call a meeting of the grade level/department for the purpose of attempting to reach consensus on recommendations to be made to the site administrator with respect to an equitable and educationally sound distribution of students, including students who may enroll at a later date.

3.0 4.0 Children's Centers: Pursuant to State requirements, the allocation of staff is determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept). Teacher-child ratios shall be maintained and shall not exceed the ratios throughout the daily operation of the Children's Center Program. The ratios shall be:
0-5 years 1:8 Adult/child
1:24 Teacher/Child

6-10 years 1:14 Adult/Child
1:28 Teacher/Child

10-14 years 1:18 Adult/Child
1:36 Teacher/Child

6.0 5.0 Special Education: The District shall make a reasonable effort to maintain special education class size as indicated in Appendix A for the term of this Agreement. In schools having two or more classes of the same category, class sizes will be based on the average of those classes in the school rather than by individual classes. The Division's monthly class size reports shall be made available for inspection by any employee or UTLA representative.

When a special education class has exceeded the norm by two or more students for one month, the District shall make a reasonable effort to remedy the situation, after consultation with the affected teacher, by means such as the following:

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

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

5.1 Resource specialist teachers shall have a maximum caseload of 28 resource specialist students.

6.0 Auxiliary Services Case Loads: The following basic services for students are to be provided out of District funds. The case loads shall be:

a. Junior high, middle (grades 6-8) and senior high schools shall have a full-time credentialed librarian. A credentialed librarian shall be provided full-time to each year-round school.

b. Student Attendance and Adjustment Services Counselors (SAAS):

1. There shall be one full-time SAAS Counselor in every senior high school.
2. There shall be one full-time SAAS Counselor in every junior high or middle school with an enrollment over 1,000.
3. Small junior high schools will share one SAAS Counselor per two junior highs.
4. There shall be one full-time SAAS Counselor in every elementary school with enrollment over 1,200.

5. Small elementary schools will share one SAAS Counselor per two elementary schools. The SAAS Counselor ratio is not to exceed 1,500 students per week.

c. There shall be one full-time Secondary Counselor assigned for each 300 students.

d. There shall be one full-time credentialed school nurse assigned for each 1,250 students.

e. There shall be one full-time school psychologist assigned for each 1,500 students.

f. There shall be one full-time elementary school Counselor assigned to each elementary school with an enrollment over 500 students.

g. There shall be a nurse and psychologist for each community adult school, regional occupational center and skill center with an enrollment of 2,000 or more.
ARTICLE XIX

SUBSTITUTE EMPLOYEES

1.0 Salary and Benefit Provisions: The following substitute salary and benefit provisions are in effect for the 1987-88 school year:

   a. The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous year's prorated rate factor for paid nonworking days described in Section 2.0 and the 3% longer day factor. Substitute employees who serve in place of an employee on the Preparation Salary Table shall in the 1988-89 school year be reinstated to the Preparation Salary Table, which shall include step and column increases and degree differentials.

   b. Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table shall be $98.93 per day. This rate shall also be the sole rate available to contract teachers serving as substitutes during unassigned periods.

   c. Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (See Section 3.0.) shall be paid $137.63 per day.

   d. Continuity Rate Increase: Substitutes shall have their rates of pay increased by $10 per day effective the first day following the completion of service equivalent to 130-100 days during the school year.

   e. Summer School Rate: Substitutes serving in summer school (see Section 3.4 below) shall be paid $71.50 for a normal summer school day of four hours, their regular substitute pay rates notwithstanding. If in extended status pursuant to Section 4.0, the extended rate shall be $100.21 per day for a normal summer school day. Substitute employees shall be paid their regular hourly rate for working during summer school.

   f. Non-Preparation Table Substitutes: Substitutes serving in place of employees who are not paid on the Preparation Salary Table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule, if qualified, but substitutes serving in place of employees paid on the Children's Center/Developmental Center Salary Table shall be paid not more than $86.03 per day, except as provided in Section 2.0b. Substitute employees serving in place of employees not on the Preparation Salary Table shall be paid either the amount they are eligible for on the salary table or an established flat rate, whichever is higher. Such employees shall be entitled to step advancement on that schedule, if qualified.

   f. Section 1.0 is applicable to Children Center and Developmental Center substitute employees.
g. Employees serving as substitute employees during their unassigned work periods shall be paid at their hourly rate.

2.0 Paid Nonworking Days:

a. The parties have agreed to a system of payment in lieu of the previous payments for illness, holidays, and vacation (Winter/Spring Recess). The system includes a "continuity rate increase" as described in Section 1.0d above, and also the "paid nonworking days" system described below. Payment for holidays pursuant to the previous agreement was discontinued, effective November 4, 1983. Payment for Winter or Spring Recess was discontinued effective July 1, 1983. Substitute employees shall be eligible for illness, holiday and vacation pay. Substitute employees shall accumulate one illness day for each twenty (20) days worked.

Accumulation of paid illness allowance was discontinued effective November 4, 1983. However, any illness balance credited to a substitute employee may continue to be used pursuant to the provisions for its use in the 1980-82 Agreement.

b. Accrual rate for paid nonworking days:

(1) In lieu of the previous lump-sum payments for paid nonworking days, substitutes who serve in place of employees paid on the Preparation Salary Table have had the accrual rate factor folded-in to their rate of pay as described in Sections 1.0 and 4.0.

(2) All other substitutes shall have the accrual rate factor folded-in to their rate of pay retroactively, after they have been in paid status as a substitute for the equivalent of 35 full-time days from the beginning of the school year.

(3) The above paragraph b.(1) is not applicable to contract employees on leave to serve as a substitute in a higher class. Such employees shall receive the rate of pay for the higher class in accordance with Article XIV, Section 9.0. Holiday and illness benefits shall be received on the same basis as a contract employee.

3.0 Incentive Plan: Incentive Plan substitutes serve in schools of particular need, as determined by the District, and thereby qualify for the $137.63 per day incentive pay rate (Section 1.0c above). The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days. The District shall provide UTLA a list of the Incentive Plan schools. A substitute who, on any given day works in one of these schools, whether they are an "incentive substitute" or not, shall be paid at the incentive rate for that day.

3.0 a. School nurses shall be included in the District Incentive Substitute Plan and shall receive the incentive plan rate of pay.
3.1 Eligibility: Eligible substitutes may apply to enter the plan at any time. However, the plan shall be applicable only to substitutes who are serving in place of regular K-12 program employees paid on the Preparation Salary Table during the regular (September-June) academic year and who also meet the following qualifications:

a. Agree to serve in any grade level and/or subject field as reasonably determined by the District and at any school/center location according to District need.

b. Are available a minimum number of days of availability per week as specified by the District; the District retains discretion to establish the requisite days of the week and/or number of days per week of availability for any calling area.

c. Agree to serve as an incentive substitute for at least one semester.

Participants who do not continue to meet the obligations of a., b., and c, above, or who refuse an assignment, or who acquire more than five (5) unavailabilities during a semester may be dropped from the plan and may be ineligible for restoration to the plan for a minimum of one year.

3.2 Priority for Selection: Seniority based on earliest uninterrupted date of assignment in the District as a certificated employee and number of days available for assignment shall be used to determine priority for selection of new participants in the Incentive Plan.

3.3 Incentive Substitute Assignment Procedures:

a. Incentive Plan substitutes will be called for assignment pursuant to Section 5.3 of this Article, except that a limited number (at the District's discretion) of the participants with five-days-per-week availability may be assigned in advance on a daily basis to schools for service at those sites or be reassigned to other nearby schools as determined by the District. Substitutes with the longest travel distance will be given priority consideration for advance assignment.

b. Incentive Plan substitutes may be name-requested by the site administrator of any participating school irrespective of 3, 4 or 5-day availability, but may not be name-requested by non-incentive plan schools. Participating schools shall not include non-incentive substitutes on their preferred calling lists.

c. Non-Incentive Plan substitutes may be assigned to participating schools, but only after all available incentive substitutes have been assigned.

4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 29 consecutive working days in the same assignment in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute rate of $137.63
per day retroactive to the beginning date of the assignment. Days used by
the substitute for illness, personal necessity or bereavement shall not
count toward, but shall not constitute a break in, the consecutive working
days requirement. Upon the termination of the extended assignment, the
substitute shall return to, and be paid as, a day-to-day substitute. Such
employees shall qualify for:

a. Unrestricted rating-in on the appropriate salary schedule with
   full credit given for experience and education, or the incentive
   plan pay rate, which ever is higher.

b. Full pay for all holidays and vacation during the extended
   assignment.

c. Accumulation of paid full-time sick days during the assignment.

4.1 A substitute may not be released from an extended assignment
without cause.

4.2 If a substitute is released from an assignment and returns to
that assignment within five (5) school days, extended status shall continue
to accumulate or (after the 10th day) continue to be in force.

5.0 Assignment Procedures for Non-Incentive Plan Substitutes:
Day-to-day substitutes may apply to only one of the service areas (North,
South and Central) for assignment. Day-to-day substitutes will be placed,
upon request, on one or more calling lists within the Service Area. But are
subject to assignment to any school within the Service Area and also, when
necessary, may be assigned to any school in the District within 20 miles
from their residence. Also, substitutes must be available for at least
two consecutive days per week. (Friday/Monday meets the consecutive days
requirement.) Substitutes who are unable to comply with the consecutive
days availability requirement because they are also serving part-time as
categorical limited contract teachers are exempt from the consecutive days
requirement. Substitutes in the Incentive Plan are assigned pursuant to
Section 3.0.

a. When a substitute is called and works only a half day, the
substitute will be paid for the full day which shall count toward all
benefits and rights granted under this contract.

b. The substitute shall be notified of any irregularity in the
assignment at the time the assignment is given. This includes, but is not
limited to, irregular length of the school day, or change in the "normal"
daily bell schedule. The substitute shall have the option of refusing the
assignment.

c. The presentation or working of the availability form shall in no
way be changed without the agreement of UTLA.

d. If a substitute is assigned to a school by the District substitute
office, then they have the right to work at that school and be paid for that
day of work.
The honoring of name request assignment shall not be contingent upon the number of days per week a substitute is available to work.

5.1 Accepting Assignments: All initial assignments of substitute teachers, including those who are name-requested, must come from the substitute calling unit. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit.

5.3 Calling Priority Order:

a. Contract pool teachers temporarily assigned to substitute pools, and year-round school teachers newly assigned or whose track is changed and who therefore need to make up time in order to complete one full year of retirement service credit.

b. Incentive Plan Substitutes (see Section 3.0.).

c. Year-round school teachers off-track limited to their assigned school and available at least three days per week, but need not remain available each week of the off-track period. These teachers shall be assigned first on a name-request basis and then by their seniority date within service category (K-6 or a given secondary subject field).

d. Substitutes requested by name. The request list is limited to those who are available at least three days per week (including Friday and Monday) and approved by the site administrator in consultation with the faculty.

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

(1) Available 5 days per week
(2) Available 4 days per week
(3) Available 3 days per week
(4) Available 2 days per week

f. Year-round school teachers off-track available to substitute at their own school for less than three days per week or to substitute in other than their own school, and teachers on traditional calendars serving as substitutes during unassigned periods.

g. Standby list (see Section 5.6.). These shall be assigned by seniority order within service category.
5.4 Assignments During Z Basis Periods: During the summer hiatus and off-track periods for year-round schools (i.e., Z Basis - see Article IX, Section 10.Oj) the calling priority order shall be as described in 5.3 above, but will be restricted to a limited number of substitutes who have volunteered for summer duty and have been selected, again based upon the above priority order.

5.5 During emergencies the above priorities may be temporarily suspended.

5.6 Standby Lists: A substitute may be changed from any high priority to the substitute unit’s "standby list" for any of the following causes:

   a. Receipt of the second report of late arrival in any one semester (or equivalent 6-month period for those available year-round) which has been determined to be the fault of the substitute; or No substitute shall be put on the standby list on the basis of late arrivals.

   b. Receipt of the second third "Inadequate Service Report" in any one semester (or equivalent 6-month period for those available year-round); or

   c. More than Ten "unavailables" in any one semester, or equivalent 6-month period for those available year-round (three in any intersession period for a year-round teacher who is substituting during off-track time). An "unavailable" will be posted each time a substitute:

      (1) Refuses an assignment within the geographic limits set forth in 5.6 above. However, a refusal will not be charged if the call was received after 8:30 a.m. or was for assignment of less than a full day. Refuses an assignment within their stated geographic availability, stated subject or grade level availability, and is received by the substitute between 6:00 a.m. and 8:30 a.m.

      (2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal in any of the following circumstances. No unavailable shall be charged if a substitute gives advance notice of unavailability (thus eliminating an unnecessary call from the substitute desk).

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

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

      (c) If the assignment is for a subject field other than that designated on their availability form.
(3) Fails to answer the telephone personally between 6:00 a.m. and 8:30 a.m. In the case of Children's Centers, the hours are 7:30 a.m. to 9:30 a.m.

(4) Has a busy telephone line during two attempted calls during the hours specified in (3).

(5) Declares unavailability. However, if the substitute satisfies the District that the unavailability was for more than one day because of continuing illness, only one "unavailable" will be charged for that period.

d. Substitutes shall be permitted to bank unused unavailabilities from semester to semester in the manner sick days are banked.

e. Different pay code designations shall be generated by school site offices for regular substitutes and for contact teachers in substitute service. The contract teachers' pay code shall also indicate their home school.

f. The following should be posted at every school site.

(1) An up-to-date list of off track teachers who have made themselves available for substituting at that school.

(2) An up-to-date copy of the school's preferred substitute list. A substitute may be placed on this list by the site administrator or at the request of a teacher.

5.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not be honored for those on the standby list. After a period equivalent to six working months, substitutes on the standby list may be returned to a higher priority, provided that an Inadequate Service Report was not received during that period.

5.8 Upon request, substitutes shall be advised of their rank on the calling priority list.

5.8.1 If a substitute teacher loses work because calling procedures were not followed, or if a substitute was not properly released by a school, that substitute shall be entitled to full pay and benefits for the day missed. Also if a substitute fails to receive an assignment under the conditions of their Statement of Availability, this shall constitute an "unwork." Each "unwork" cancels out an unavailable.

5.9 Each school shall post a copy of its substitute name-request list.

6.0 Late Arrivals: A substitute who cannot reasonably expect to reach a school before class begins must notify the substitute unit upon receiving the assignment call and must also attempt to call the school. If a regular teacher in a secondary school is doing replacement
service for the class of a late arrival substitute, the regular teacher may complete the period of replacement service if one-half of the period has already been completed. See also Section 7.1.

7.0 Time Reporting: Substitute teachers must serve a full teaching day to receive a full day's pay. Time should be reported to the nearest tenth of an hour (6 minutes) from the time instruction begins. Those who serve a full day shall be time-reported for the same number of hours as the employee for whom they are substituting.

7.1 Service for less than a full day will be compensated proportionately unless the late arrival is due to a late call from the substitute unit which does not permit the substitute to reach the school before class begins. If the substitute has complied with the provisions of Section 6.0, and the school confirms the time of the unit's call, the substitute will be given an opportunity to make up the late time (up to a maximum of one hour) at the end of the school day. Substitutes who are assigned for less than a full teaching day, but were not so informed at the time of the assignment offer (and it was not otherwise apparent) shall be entitled to a full day's pay, provided that they perform other duties as assigned for the balance of the workday. The school must confirm the terms of the assignment offer with the substitute unit.

7.1 In case of a late call from the substitute office which does not permit the substitute to reach school before class begins, the substitute shall be paid for the whole day. No make-up time shall be required. Also substitutes who are assigned for less than a full teaching day, but were not so informed at the time of the assignment offer, shall be entitled to a full day's pay without any make-up time.

7.2 A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated (e.g. UCTP duties) shall be time-reported for the full time of the additional assignment.

8.0 Release from Assignment: Any employee serving as a substitute may be released from a particular substitute assignment by the immediate administrator or designee at the end of any working day. The daily service slip, reflecting hours worked, shall include a space where the office manager or designee can indicate by initial whether the substitute has been held over or released from the assignment. A substitute shall not receive either an unavailable or an Inadequate Service Report on the grounds of requesting release from an assignment at the end of the school day.

9.0 Duties: A substitute is expected to perform in a competent manner all of the regular instructional duties of the absent teacher and other duties reasonably assigned by the principal. Failure to satisfactorily perform these duties may result in an inadequate Service Report. Instructional and other duties and responsibilities include, but are not limited to:

a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;
b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;

c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;

d. Account for pupil attendance as prescribed by the school;

e. Conduct class and enforce rules in accordance with school and Board of Education policies;

f. Perform classroom and special duties as assigned (e.g., lunch, hall, yard duty, etc.). Such special duties may be assigned either during or outside normal conference periods;

g. Leave classroom in good order with a summary of the day's accomplishments;

h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.

10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s) and security and emergency plans.

11.0 Evaluations and Inadequate Service Reports: See Article X, Sections 7.0, 8.0 and 8.1. When a substitute receives an Inadequate Service Report at a school, either the principal or the substitute may request that the substitute not be assigned to that particular school in the future.

12.0 Other Calling Lists: Separate calling lists shall be maintained for Development Centers and Children's Centers.

13.0 Remote Telephone Call Forwarding Service: Additional telephone lines will be established for the North Service Area and South Area with remote call forwarding service to the Central Substitute Assignment Unit in order to minimize employee telephone charges.
ARTICLE XX
SUMMER SCHOOL

1.0 General

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

b. Applicants may apply for only one subject field.

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

d. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing the next year's priority.

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

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

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

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

2.0 Eligibility

a. Teaching Experience: At time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher, including summer session or intersession service, in the subject field for which they apply.

b. An employee who is on leave from the District for the semester prior to summer school is not eligible for assignment.
c. An applicant who has received, within the most recent two school years immediately preceding the summer school assignment, an overall evaluation of less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act, shall not be assigned to a school without the consent of the summer school principal or program coordinator.

3.0 Selection -- Secondary Schools, First Round

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

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

(1) Priority: Three categories shall be established:

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

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

(c) Priority Three - All other eligible applicants.

(2) District Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District seniority shall be broken under the provisions of Article XI, Section 6.2.

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

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

a. Teaching Experience: In elementary schools, required teaching experience shall include teaching in any grade K-6 rather than a specific grade level.
b. Elementary site administrators may also prescribe special skills or teaching experience needed by the students, such as bilingual skills, for the purpose of teacher selection. Any such special requirements shall be referenced on the list required under 3.0a.

5.0 Selection -- Second and Third Round:

a. If any one school is not completely staffed after the above process is completed due to a lack of eligible applicants to that school, unassigned applicants from the region pools shall be assigned to the remaining vacant positions based upon teaching experience, priority and seniority as described above. Priority Three applicants shall be eligible for selection after the Priority One and Priority Two Pools in the region have been depleted of applicants within the employee's experience area.

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

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

7.0 Salary:

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

b. Those teachers assigned to full time (6 or 8 hour) positions, such as the extended school year program in Development Centers, shall be paid their regular hourly rate.

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

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

e. Year-round school teachers off track when substituting during intersession or summer school shall be paid their regular hourly rate as defined in 7.0 a.
8.0 Hours and Duties: Summer school teachers shall report to work each day at least (10) minutes before the first class begins. Full-time summer school teachers shall then serve for up to a full 240 minutes (for a 30 day session, or 280 minutes for a 29 day session) of classroom instructional time, exclusive of a twenty (20) minute nutrition period. Summer School teachers shall remain on-site for at least ten (10) minutes after dismissal of the last class. Summer school teachers are also required to perform reasonable pupil supervision duties and other professional obligations.

9.0 Special Education Schools and Special Day Classes: All of the above provisions of this Article shall apply to the Special Education Extended-School-Year classes or DIS (itinerant) programs to be augmented as follows:

a. Continuity factor - (1) An applicant (whether permanent or probationary) whose regular students are anticipated (based upon student applications) to comprise 50% or more of the extended class shall receive the assignment; (2) if no teacher can qualify under the 50% factor, then next preference shall be to the most senior applicant whose regular students are anticipated to comprise 33% or more of the class.

b. If openings remain, they shall be filled pursuant to Sections 3.0, 4.0, and 5.0 above.

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

d. The Resource Specialist Program and Learning Handicapped Special Day Class Program shall be considered the same subject field for purposes of recency when Extended School Year assignments are made.

10.0 Intersession—Year-Round Schools: Priority for assignment of applicants to intersession programs in year-round schools shall be given to teachers currently assigned to that school. If more applicants apply than there are positions at the school, the priority and seniority systems specified in Sections 3.0 and 4.0 of this Article shall be followed. The remaining applicants shall be eligible for assignment as described under Section 5.0 above. The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours and Duties shall apply to intersession.

11.0 Special Grievance Provision: Any employee who wishes to seek back pay due to a claimed violation of the selection and assignment rules of this Article must file a formal grievance under Article V within five (5) days of the written notice of assignment or non-assignment, or within five (5) days of the first day of summer school, whichever is earlier. Any other alleged violations of this Article may be processed using the normal timelines of Article V.

12.0 Adult Education Summer School: Summer school assignments in the Adult and Occupational Division shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply:
a. All references to "employees" in this Article are applicable to "personnel" as that term is used throughout Article XXI, and in particular Section 1.1 thereof.

b. Only personnel who have taught in the Division during the past school year are eligible to apply for summer school assignments. New personnel shall not be recruited to teach Summer School as long as qualified applicants remain unassigned.

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

d. References to area or regional organization are not applicable to the Division. Summer School assignments are a local site function. Qualified applicants from priority categories one, two and three are to be processed at the local site; and the remaining unassigned applicants shall be referred to the Division Office for assignment to unfilled vacancies at other locations by priority, subject matter and longevity.

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

f. The provisions of Section 6.0 shall cease to be in effect when instruction commences; thereafter the class size minimums of Article XXI shall apply.

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

h. In place of Section 8.0, the maximum weekly summer school assignment in the Division shall be twenty hours per week. However, combination assignments and assignments limited to funding under other sources such as ROC/ROP, GISP or ABE will have a thirty hour per week maximum. Any exception to the above limitations may only be made with the approval of the Division Superintendent under compelling circumstances.

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

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

ADULT AND OCCUPATIONAL EDUCATION

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in the Adult and Occupational Education Division (hereinafter "the Division"). Adult and Occupational Education is conducted by a combination of full-time and part-time employees trained in methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, life-long learning, and vocational and occupational training. While it is recognized that Division personnel may be concurrently employed in other divisions of the District (including K-12), it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to Adult and Occupational employees, this Article shall prevail.

1.1 Throughout this Article the term "employee(s)" or "unit member(s)" covers those persons who are, by virtue of being assigned for 10 or more hours per week, included within the bargaining unit and eligible to utilize the grievance procedures of Article V. The term "personnel" covers both employees (as defined above) and also non-unit members (those assigned for fewer than 10 hours per week). The complaint procedure referenced in Article V, Section 23.0 is available to non-unit members for alleged violations by the District of Board Rules and/or administrative rules.

2.0 Employment Contracts: Adult Education funded employees who are assigned more than twelve hours per week in the same classification code are covered either by probationary or permanent contract status.

2.1 All personnel in categorically funded programs shall be employed under binding individual ("M" Basis) employment contracts which shall not conflict with the provisions of this Agreement. Employees may utilize the grievance procedure with regard to alleged violations by the District of "M" Basis contracts. "M" Basis contracts shall specify the duration of employment, and shall terminate on or before June 30 of the year in which they are issued. If the duration of employment is to extend beyond June 30, a second contract shall be issued to cover the balance of the employment period.

a. The contract term for employees assigned to ROC/ROP programs shall be for the equivalent of a one year "C" basis term.

b. The contract term for employees assigned to Skills Center programs shall be for at least a six-month term.
c. The contract term for a person hired to complete the term(s) of employment of another person shall be for the duration of the original term(s).

2.2 All "M" Basis contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.

3.0 Non-Contract Personnel -- Release During Term of Assignment:

a. All part-time (12 hours or less per week) Adult Education funded personnel may be released during their term of assignment only for the reasons stated in Section 2.2 above.

b. Those with an assignment of 10 to 12 hours per week may utilize the grievance procedure for claimed violations of Section 2.2 above; the sole remedy for non-unit members (those with an assignment of less than 10 hours per week) shall be an administrative review by the Division Superintendent or designee, upon written request submitted within 10 days of notification of their release. Also, if it is contended by a non-unit member that the release violated Board Rules and/or administrative rules, the grievance procedure for non-unit members (see Article V, Section 23.0) may be utilized.

4.0 Staffing Procedures for Part-Time Positions: For initial staffing purposes all part-time (12 hours or less per week) positions or courses are to be filled as set forth below.

4.1 For any given academic term in Adult Education funded programs, the site administrator shall first develop a plan covering the courses to be offered and determine which of the current personnel are to be utilized. These assignments need not be posted. Positions or courses which remain vacant shall be posted as provided in Section 4.4.

4.2 Current personnel in either Adult Education or categorically funded positions do not have an implied right to employment beyond their assigned term. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be given prompt written notice to that effect by the site administrator, and have the following rights:

a. In the case of employees with an assignment of 10 hours or more per week the notice must have been preceded by compliance with the observation, records and assistance provisions of Article X, Section 5.0. In addition, either the administrator or the employee may invoke the final evaluation procedures of Article X, Sections 8.2 and 10.0.
b. The rights of personnel with an assignment of less than 10 hours per week are limited to final notice and, for alleged violations by the District of Board Rules and/or administrative rules, the grievance procedure for non-unit members as referenced in Article V, Section 23.0.

4.3 In the case of current Adult Education funded personnel who are not to be renewed due to elimination or reduction of educational offerings, lack of work or lack of funds (an “over-teachered” condition) the following procedures shall apply:

a. The site administrator shall first identify the affected course(s), including closely related courses in the same subject (e.g., English 1, 2, 3 and 4);

b. The longevity of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.

(1) Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the “consecutive” service requirement.

(2) To qualify for a year of longevity service, the individual must have served at least 156 hours during that school year excluding summer school.

(3) Service in both Adult Education and categorically funded programs at any Division location shall apply. However, until such time as the District has the computer capacity to track service on a Division-wide basis, the District will look solely to the service at the current time reporting site, unless the individual requests consideration of prior service from another site. Such a request must be made prior to May 1.

c. The person with the least longevity shall be released unless the site administrator reasonably determines that the person has needed instructional skills or qualifications, not possessed by an employee with greater longevity.

d. The above release procedures shall be in effect throughout the initial staffing period and shall cease to be in effect when instruction commences.
4.4 All remaining new or vacant part-time positions or courses in Adult Education funded programs shall be posted at the applicable time-reporting site and each "major branch" thereof by June 1 and by January 5. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.

a. The site administrator shall first consider those qualified, re-employed applicants currently assigned to the site who, if selected, would remain in non-tenured status within the Division. "Qualified", as used in this sub-section, shall mean that the applicant: has taught the same course or closely related course in the same subject (either in Adult Education funded programs or "M" Basis categorically funded programs) during the most recent six semesters, possesses the requisite credential, and possesses the needed instructional skills or qualifications as stated on the job posting. The site administrator shall select from among the qualified applicants at the site to fill each position.

b. Remaining unfilled positions shall be posted at the Division Central Office and at all time-reporting sites and major branches thereof by June 15 and January 15. To apply for such positions a person must be either qualified as provided above or: possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. The site administrator shall select from among the applicants.

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

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

a. In filling a posted position, the site administrator shall interview not more than three transfer applicants and not more than three candidates from the Division's eligibility list for that subject area. The eligibility list interviewees shall consist of the two highest ranking candidates on the list and the highest ranking candidate currently assigned to the site at which the opening occurs.
b. All interviews under this procedure shall be scheduled and held within one week of the deadline for application. The site administrator shall fill the position from among the interviewees and notify all persons interviewed of the selection decision prior to July 1 and February 1. An employee who is successful in obtaining a transfer may not submit another transfer application request for three (3) school years.

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

6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

   a. Occupational classes which require a high degree of student involvement shall be limited in size by the number of functional work stations in the room or shop facility as reasonably determined by the District.

   b. In General Education classes the number of students enrolled at any time may exceed the number of learning stations in a classroom or facility. However, actual attendance shall be limited by the number of learning stations and by fire code as provided above. Enrollees in excess of actual attendance may be placed on a waiting list by the instructor or be referred to the Branch Coordinator or site administrator for placement in other classes.

   c. Classes (other than lecture series) scheduled in large District facilities such as music rooms, cafeterias or auditoriums, shall have one teacher for each 50 students; or fraction thereof, who are in attendance for three consecutive class meetings.

   d. Learning Centers, Reading Lab, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches 30 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor.

7.0 Class Size Minimums: The Division shall observe class size minimums of twenty in General Education, eighteen in Occupational courses and eighteen in Special Education.
a. A notice that a class may be terminated shall be given by the instructor of the class to the students and to the site administrator when attendance reaches twenty or less in General Education, or eighteen or less in Occupational or Special Education classes.

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

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

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

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

7.2 Learning Center, Reading Lab and other academic learning lab classes shall not be cancelled when student advancement temporarily reduces class size below the stated minimums.

8.0 The District agrees to continue the practice of paying an Earned Salary Allowance (E.S.A.) to employees in the Division. The threshold of eligibility shall be ten hours per week.

9.0 Current personnel who wish to substitute on a short-term or long-term basis within the Division shall notify the site administrator who shall develop and maintain a list of qualified available substitutes. Priority for substitute assignments shall be given to regular members of the staff at that time-reporting location. When an absence is known or anticipated to be for a period of more than two weeks, the site administrator may extend the assignment of the current substitute, or select from the employees whose names appear on the site substitute list. When selecting from the list, the determining factor shall be longevity (see Section 4.3b) among the qualified (see Section 4.4a) employee applicants. An employee with greater longevity may be bypassed when it is anticipated that the combined assignment would encompass more than 12 hours per week for more than 75% of the days schools is in session, or when the combined assignment exceeds a full-time assignment plus ten hours per week.

10.0 Miscellaneous: Division personnel shall have reasonable access to telephone service at all sites for the performance of their student job placement duties.
ADULT EDUCATION COMMITTEE PROPOSALS 1988-89

The CCCE represents all teachers of the Division of Adult and Occupational Education of UTLA and this package includes all teachers in the Division of A/O Education: Community Adult Schools (CAS), Adult Basic Education Programs (ABE), Regional Occupation Centers and Programs (ROCP), Skills Centers, Government and Industry Sponsored Programs (GISP), Refugee Programs, Diploma Plus Programs (DPP), Amnesty, GAIN, Workfare, etc.

MONETARY (to be refined in Spring/Summer as intensive monetary negotiations commence).

A. A health plan for part-time teachers on a reduced prorata fee basis, if restoration of health benefits to the 1978 eligibility level is not granted.

Additional steps on the salary schedule to all Adult/Occupational career educators Step #4 after 10 years of service; Step #5 after 15 years of service; and Step #6 after 20 years of service. Service must be continuous with exceptions for health, maternity, illness leaves and also one break in service for no more than a semester.

B. Paid, elected department chairs for occupational education teachers such as ROCP and skills center teachers, (as is current in the CAS).

C. While skills center teachers are granted only three weeks of vacation per year, that the holidays of Winter and Spring break be not included in these three weeks, but be granted in addition to the three weeks.

D. If a pupil free day is not granted as in K-12, then a minimum day for the paid pre-school meeting (as is currently done for faculty meetings throughout the year. (At least teachers should be paid for this voluntary meeting during the unpaid vacation time.)

E. Career increment for skills and education (for Master's and for five years of full-time or seven years of part-time service in industry in designated area).

F. Pay for in-service.

G. Two hours paid preparation time to work on register each reporting period; increased secretarial assistance. See section on registers.

H. ESA warrants extended from twelve hours to ten and even six hours a week.

PROFESSIONAL RIGHTS

A. JOB SECURITY

1. Tenure shall be granted in the additional programs of gerontology, parent education and business education.
2. All remaining teachers on the ESL, academic, and handicapped lists shall be granted tenured assignments as soon as possible. Lists should be extended.

3. New tests shall be developed and given in the areas of ESL, academic, and handicapped no later than Spring, 1988.

4. Tenure should be granted in ROCP and skills centers immediately.

B. HIRING

1. That a Personnel Commission be established with teacher representatives included equitably, which will hire teachers from a central office and combine hours for granting of tenure, monitor and determine adequate numbers of tenured assignments, and given approval for hiring and firing, cutting or changing of all teachers' assignments.

2. Whenever new hours become available (not just the two dates as in current contract) that positions are posted in local school sites, as well as in the central office. Teachers may apply at their local site, and if the assignment is not filled then the Central Office may fill the vacancy according to longevity.

3. Principals must show in writing to Central Office and Superintendent why they hired a new teacher, rather than giving tenure, granting hours to current employees.

4. That over a period of two years, the percent of "moonlighters" be reduced to no more than one-third at any given site (through attrition).

5. That additional hours be granted according to:

   a. teachers on the tenure list
   b. to part-time career educators according to longevity
   c. to career educators who once taught for the District.

6. No secondary or elementary administrator be hired to teach in the A/O Division or in additional supervisor position.

7. That whenever two night classes are offered in subjects that written approval be granted by the Superintendent.

8. The choice of day or preferred assignments, and also allowing back-to-back assignments from either site, be according to longevity before hiring new teachers, especially "moonlighters".

9. Teachers may use the grievance procedure if new teachers are hired in place of granting tenure to persons on the tenure list.

C. FIRING OR CUTTING

1. That longevity be followed for cutting of classes or hours, due to budget causes.
2. Approval for any cuts in hours, assignments, programs be given by the Superintendent and the Personnel Commission.

3. All cuts in hours and assignments be done in person in conference with the given teacher, in writing and with thirty days written notice. Any principal who does not comply will be fired immediately.

4. When there are cut-backs in classes due to low class - if class size is within three or four students - then cut shall be according to longevity.

5. If more than one class in a given subject area falls below the minimum number, that cuts in hours or assignment be made according to longevity. Written approval must be given by the Superintendent and Personnel Commission.

6. Students should be informed in writing by the principal, Superintendent and Personnel Commission two weeks before any proposed class cuts are activated.

7. That no class be cut from four to two nights a week without the written approval of the Superintendent, supervisor and Board of Education.

ADDITIONAL PROCEDURES

A. SUMMER SESSION

1. If teachers, especially in the CAS, are granted more than ten or twenty hours, that those hours be granted according to longevity. If hours are combined from more than one cite then longevity shall be followed for the site where the teacher is most senior as in primary S.S. position in contract.

Fans shall be provided at branch locations where there is no AC.

B. SKILLS CENTERS

1. Skill center teachers may have the choice of which quarter they wish for vacation or not to teach without fear of recrimination or harassment.

C. SUBSTITUTE

1. Substitutes shall be provided from within the school/center according to longevity, part-time and then full-time.

2. Substitutes shall be hired and a pool of substitutes developed for regional use. Teachers may request substitutes.

3. Long term substitution of two weeks or more shall also be according to longevity at the site and once the list has been exhausted, shall then go to the top again. Go back to beginning of list in September.
4. The division shall advertise and recruit more substitutes and no teacher shall be expected to call and provide for her/his own substitutes.

5. Local procedures for reporting sick or in need of a substitute shall be clearly established and specific personnel assigned. This plan shall be submitted to the Superintendent for approval.

6. Requests should be honored.

PROGRAM DEVELOPMENT

1. A team approach at each site shall be developed to assess the needs of students and community and develop appropriate classes and programs. This team shall consist of the management team and the chapter chair/chapter reps. and department chairs with input from the advisory council.

2. This team shall meet at regular times and places and work together to not only help develop most needed programs and classes but work at building enrollment and recruiting of students.

3. One person shall be designated to work on recruitment and building enrollment and class participation and receive pay for this service.

4. A Division-wide team of UTLA and DAO members shall also meet, to collect data, research, study, and assess student and community need as well as collect data and develop resources of communication in developing guidelines for advertising, publicizing and communicating class offerings and programs.

5. Meetings shall be held regularly and reports made to the Division and Board of Education annually.

REGISTERS

1. A simplified version of the A/O register shall be developed which combines integrity regarding student privacy and consideration of teacher exploitation.

2. Teachers shall:
   a. Receive two hours of paid preparation each pay period.
   b. Or have one pupil free day to complete registers.
   c. Or have aides, or additional secretarial help to complete registers.
   d. No teacher shall be required to turn in registers before Monday of the reporting week.
   e. Teachers may hire an accountant to complete registers and turn in receipt to the administration.

HEALTH AND SAFETY

1. A/O sites shall be brought up to standard as to first aid equipment, health room. Each site shall be inspected and a public report made to all A/O sites.
2. Plan for earthquake, fire and disaster safety shall be developed with Phase I, drills and evacuation; Phase II Education, and Phase III what to do if major attack and students remain on campus for some time.

3. There should be regular and appropriate in-services for teachers for earthquake, amnesty and AIDS.

4. A safety check and report for each site shall be made with correct communication system for each class (such as buzzers, phones, etc.) determined and purchased and a report made at each school and sent to the Central Office. Rules developed between UTLA and Safety.

5. A public report of security shall be made and lighting also corrected. A team approach towards security between the chapter and administration and security be developed with a plan being discussed and provided by the faculty and submitted.

6. Faculty room for each site and workplace established and equipped.

MATERIALS, RESOURCES AND SUPPLIES

1. All teachers shall have reasonable access to duplicating machines. Where there are many teachers in need of duplicating, administration shall provide a machine for immediate use by teachers and a system where teachers may submit materials for late use. Either a working machine should be purchased or personnel hired to run the machines. If both systems are not available, then teachers may use the grievance procedure.

2. Procedures for obtaining books must be developed and made public for all teachers. Proper persons assigned shall be all made known so teachers may request books and materials.

3. Machines in ROCP/skills centers must be brought up to standard.

4. Grievance procedure may be used in all areas above.

5. Sufficient machines, e.g. typewriters, cash registers, equipment in Voc. Ed. classes.

AIDES

1. Paid teacher aides shall be available for large ESL classes of 45 and above.

2. Aides must be hired for skills classes where numbers reach student-teacher ratio, where appropriate.

3. In addition to aides as a necessity to opening a learning lab, at 20-25 students, paid teacher aides must be employed where the student enrollment reaches more than 45 in a cumulative daily peak and for more than 3 hours. The aide may be employed for each period, but no fewer than two periods.
4. Improved procedure, advertise, recruit, pay teacher aides developed.

LEARNING CENTERS

1. No more than 2 classes per semester may be put in a learning center.

2. No teacher may be required to work after school, without pay more than an hour per week cumulatively.

3. No lab may be opened without three weeks lead, paid time and putting in more than 5 classes with a paid aide.

4. No lab may open without an aide, at least for 2 hours or on a pro-rata cumulative basis.

5. Negotiations regarding learning lab shall be extended.

ESL

1. A system shall be developed at each site that combines immediate and effective use of clerical use.

2. Additional resource hours should be used to call, write students from waiting lists.

3. Amnesty hours to tenure-list teachers first. According to longevity to current employees. Inservice at times available to all.

IN-SERVICE

1. That there be at least one department meeting a quarter, monthly of release time.


3. There should be release time for professional conferences - or not taken our of sick pay/personal necessity.
ARTICLE XXII

YEAR-ROUND SCHOOLS

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in year-round assignments. The parties have also discussed and agreed to mutual goals of providing maintenance and custodial services, supply ordering procedures and alterations in the scheduling of standardized testing to accommodate the special characteristics of the year-round program. All year-round classrooms and other areas used by students and teachers (remedial rooms, labs, libraries, cafeterias, auditoriums and lounges, etc.) shall be fully air conditioned, kept in good working order with minimal time during the instructional day needed for repair. Maintenance, repairs, and other services shall be scheduled so as not to disrupt the instructional program. Year-round schools shall have a minimum of three full cleanings each year. Schools used for adult education, latchkey or other programs will receive additional cleanings.

2.0 Work Year:

a. Teachers assigned to four-track year-round schools are normally to be on "S" basis, and those in three-track schools are normally to be on "T" basis. See Article IX, Section 10.0. Regular classroom teacher assignments in excess of such limits, such as year-round teachers assigned to a multiple "Rainbow" schedule, may be utilized only upon voluntary agreement of the affected teacher(s) and principal, and only when no eligible qualified teacher from outside the school is willing and available by June 20 to fill the opening. The site administrator shall consult with the teaching staff regarding the selection of teachers for such extended assignments, and shall make a reasonable effort to distribute such opportunities equitably among the staff over a period of years, consistent with educational program needs.

b. Teacher preference and seniority will be used in initially starting year-round schools. After the year-round program has started, teachers may switch tracks to any open position. Openings shall be posted by May 1 of each year and seniority shall be used to voluntarily fill these openings. Should a year-round school have a change of schedules/calendars or tracking system (from 3 track to 4 track) then the teacher preference and seniority shall be used to assign tracks.

b+c. In assigning annual bases of assignment, teaching track schedules and substitute assignments, the District shall take reasonable attempt, consistent with educational program needs, to (1) provide an opportunity for teachers to meet the minimum annual service requirement for STRS and tenure purposes, and (2) at the outset of the programs or upon a change in teaching tracks, to accommodate teachers' previous plans. When such accommodations are made, the District shall notify the teachers in writing of the possibility that minimum annual service for STRS and tenure purposes.
may not be met. Such matters shall be a subject of consultation between the site administrator and teaching staff as a part of the above-mentioned reasonable attempt.

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

   e. Employees in year-round schools who are placed on any pay basis other than "S" or "T" basis as described above or whose basis is changed shall be informed about their pay basis, rates and schedules and the impact of such change at the time the change is made.

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

4.0 Displacement-Return Rights: A teacher displaced from a year-round school subsequent to any given "norm date" and prior to the next "norm date" at that school shall have return rights as provided in Article XI, Section 13.0a (1) (a) and (b). No teacher shall be moved during the semester (July to December 31, January 1 to June 30) if the student population goes below the school's norm or capacity.

5.0 Notice Requirements Relating to Schedule Changes:
   a. Notice that a change in schedule for a school (from regular to year-round, or from one year-round system to another) is under consideration shall be given to affected employees on or before March 1.

   b. No school shall become year-round or change year-round calendars without faculty input and approval.

   b. Notice that a change in schedule for a school has been determined or adopted shall be given to affected employees on or before June 1.

   c. Individual teachers shall be given notice by June 1 of their tentative assignments (track, grade and subject) for the following year and promptly notified as to any subsequent changes in their assignment.

6.0 Regular Teachers Serving as Substitutes: Prior to the beginning of each off-track period, teachers who wish to serve as substitutes shall submit the appropriate Substitute Call Card to the site administrator.

   a. At the beginning of each track, the site administrator shall post in a conspicuous place a list of all employees who requested to substitute during their off-track time.

   b. The calling order priority for off-track teachers serving as substitutes is set forth in Article XIX, Section 5.3.
7.0 Exchange of Teaching Track Assignments: If two employees at a school determine that they wish to exchange track assignments for the following school year, they may make a proposal to that effect to the site administrator prior to May 15th. If the administrator determines that the school's educational needs can be accommodated by the exchange, the proposal shall be approved. The administrator shall respond as soon as practicable, but not later than June 1. The administrator may consider later requests, but final arrangements must be completed by June 30. If the proposal is not approved; the administrator shall, upon request, advise the employees in writing as to the reasons for the decision. At the conclusion of the school year, the employees will be reassigned to their original tracks except that employees are not exempted from reassignments which would have been made if the exchange had not occurred. Nothing in the above shall preclude employees from applying for an exchange in subsequent years. Where disputes arise regarding this section, the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to Article V.

8.0 Exchange of Days for Conference Attendance: The purpose of this section is to provide year-round school employees with the opportunity to attend conferences, workshops or meetings which (1) have been scheduled during periods of time when year-round school employees are on duty and traditional calendar employees are on recess, and (2) are likely to provide professional growth and resulting enhancement of the District's educational programs. Exchanges will allow an on-track employee to be absent and time reported on paid non-working status ("K" time) while attending a conference, to be replaced by a suitable off-track employee from the same site, and then later reciprocate in order to make up the lost service day.

a. Applications for exchange days should be filed with the site administrator as soon as practicable, and in no event later than five (5) working days prior to the conference. The dates and purposes of the exchange must first be agreed to in writing by the employees involved, on a form to be made available by the District. If in the judgment of the site administrator the proposed exchange will achieve the purposes of this section, the exchange shall be approved. Any subsequent changes must also be approved in writing in advance. An employee is limited to two (2) exchanges per school year.

b. Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the day(s) in question. Paid leave time may not be used to avoid service obligations.

c. Where disputes arise regarding this section the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to Article V.

9.0 Communication: Each year-round school site administrator shall communicate significant District and school announcements to employees who are off-track. so that they have the opportunity to participate fully in District and school activities. Examples
include information regarding application dates for programs such as Mentor Teacher, CTIIP, transfers and leaves, inservice classes and information regarding school events such as Open House, Back to School, holiday observances, and faculty election matters. Employees interested in promotional opportunities are expected to contact the Promotional Selection Office for information relating thereto. Where disputes arise regarding this section the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to Article V.

10.0 Coordinating Differentials: Paid coordinating differentials as provided in Article XIV, Section 24.0c (3) which provide services applicable to all tracks (e.g. department chairs, audio-visual or bilingual coordinators) shall be funded on the basis of 120% of the existing rate so as to extend the services year-round. If the coordinator decides not to serve while off-track, the duties will be assigned to another employee and the differential paid accordingly (i.e., 20% attributable to the off-track period of time). Exempt from this requirement are coordinatorships which are seasonal in nature or "track-based," such as the various coaching and activity assignments. Also exempt, for the 1985-86 school year only, are any categorically funded coordinatorships, budgets for such programs having been previously adopted so that they are involved fully in District and school activities. Assistant Department, grade level or track chairperson shall be elected at the same time as the chairpersons and will receive the same compensation. If the Department chairperson receives a conference period then the assistant chairperson shall receive a comparable conference period or the equivalent pay.

11.0 "Roving" Teacher Defined: The term "Roving" teacher as used herein refers to those whose assignment requires that they change classrooms each time any of the tracks goes onto vacation. The term does not encompass those whose classroom assignments rotate on a less frequent basis. A traveling teacher is a teacher who changes classrooms during the teaching day.

12.0 Relief from Non-instructional Duties: The extra effort and time associated with service as a "roving" teacher shall be taken into account when assigning non-instructional duties which normally would be shared and distributed among a school's staff; "roving" assignments which involve frequent moves, such as the 45-15, 60-20 and Concept 6 Modified, shall satisfy the obligation of those teachers to perform non-instructional duties except in emergencies. Traveling teachers, like "roving" teachers, shall have relief from non-instructional duties.

13.0 Moving and Storage: Equipment for "roving" teachers to transport and store their supplies and materials shall be a high priority in the funding of the Year-Round School Program. Also, reasonable assistance shall be provided to "roving" teachers for moving heavy or cumbersome equipment and supplies. "Roving" teachers will be provided with at least one portable file cabinet and one rolling cart (stock number 772045 and 772059). Minimum days at the beginning and end of tracks will be scheduled for moving, packing and/or unpacking designated by the faculty and determined by the UTLA Chapter Chairperson.
14.0 Classroom Sharing:

a. At elementary schools, any room changes or rotating room assignments or traveling teachers designed to share limited classroom space, including but not limited to "roving" systems, shall be distributed in a reasonable and equitable manner. If an elementary classroom sharing system is newly implemented, effective 1986-87 or thereafter, which involves "roving" teachers, the method for achieving equity in "roving" assignments shall be first by volunteers, then by rotation on the basis of District seniority with the least senior teacher in the affected grades assigned first. Any exceptions shall be subject to the test of reasonableness.

b. Teachers during their first year of service shall be exempt from "roving" assignments except in unusual circumstances.

c. Teachers who share a classroom due to rotating room assignments shall share responsibility for maintaining a suitable room environment, with each teacher assuming proportionate responsibility. They shall also cooperate in the utilization of the classroom's storage space, facilities and equipment. When teachers share a classroom due to rotating room assignments, the "roving" teacher shall not be responsible for room environment unless requested. The "roving" teacher shall have proportional allocated use of storage facilities, cupboards, and bookcases, with a minimum of one cupboard and one bookcase. The teachers shall cooperate in the utilization of facilities and equipment.

d. Due to the extra effort and time associated with having two classes in the same classroom, kindergarten classes will not be involved in "roving" or rotating situations. While off-track, a teacher's classroom may be used for other activities.

15.0 Pilot Program for Specialized Off-Track Services:

a. The District is embarking on a pilot program which will offer temporary employment to a limited number of off-track teachers who will perform regular contract (non-substitute) services in schools where their unique skills (such as Asian languages) are required, until a qualified teacher becomes available to fill the position on a regular basis. Teachers selected for this program are to be assigned on "Z" Basis and paid at their regular tenthly rate of pay.

b. The progress of this program will be subject to on-going review. If the District desires to expand the program beyond the currently anticipated level, notice shall be served on UTLA and the parties shall negotiate the impact of that decision.

16.0 Year-Round School Committee: A three-member subcommittee of UTLA's negotiating team shall meet periodically with the District administration responsible for the Year-Round School Program and
Priority Housing Program to discuss matters of concern. Released time will be granted for any meetings which are held during the employees' assigned work hours.

17.0 Services to Students

a. All support services shall be available throughout the full year.

b. The District will fund year-round services for all students participating in categorical programs and other programs.

c. Year-round incentive monies will be allocated only after consultation and approval of the UTLA Chapter Chairperson.

18.0 Course Offerings: All courses shall be offered equally to all calendars/tracks.
ARTICLE XXIII
CHILDREN'S CENTERS

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

2.0 Informal Leaves: Employees who desire to apply for informal permissive (unpaid) leaves of absence should refer to Article XII, Section 5.0.

3.0 Mileage: Mileage reimbursement shall be paid for miles driven between locations when a Children's Center teacher is assigned to two locations per day.

4.0 Transfers Involving 8-Hour Assignments: See Article XI, Section 10.0.

5.0 Additional Hours of Work:

a. All known and anticipated 4-hour openings not filled by an employee returning from leave, a displaced employee, or an employee already assigned to the site where the vacancy occurs, shall be posted at all Centers on or before the first day of each month. Four-hour employees who seek additional hours and who have on file a Statement of Availability requesting additional hours, may apply for any posted position by submitting an appropriate application to the Children's Center Assignment Office within five working days of the posting. The most senior qualified applicant may be appointed to fill the position, or selection may be made after interviewing the three most senior qualified applicants.

b. Postings of positions shall include: The name and address of the work site, the proposed hours of the assignment (either morning or afternoon), any special skills and/or qualifications required, and a statement as to whether the position will be filled by the most senior qualified applicant or by the interview process.

5.1 In the event no current 4-hour employee applies for a posted opening, the District may, in its discretion, fill the position with a new employee or declare that a compelling circumstance exists and fill the position with a 4-hour employee assigned within the geographic region of the opening whose annual Statement of Availability Form shows a desire to work additional hours. Two refusals of an assignment under compelling circumstances (as provided above) may result in removal of an employee's name from the Availability List for the remainder of the school year.

5.2 Refusal of a substitute teaching assignment by a 4-hour employee, who has on file a Statement of Availability requesting additional hours, shall not prejudice the employee's eligibility for additional 4-hour openings.
6.0 **Seniority List:** The District shall maintain a seniority list for Children's Centers and shall forward a copy to UTLA by July 1 and January 1 of each year.

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

8.0 **Hours:** When teachers are required to remain on site beyond their assigned time due to parents' failure to pick up their children at the close of school, the extra time involved is to be recorded and when accumulated to a total of four hours shall be compensated either by straight-time salary or by released time to be scheduled at times agreed to by the District and the teacher. At the request of the teacher, this released time shall be scheduled in conjunction with vacation time. If the District and the employee have not agreed on the scheduling of the accrued released time prior to the close of the school year (June 30), the District may either schedule the time or compensate the employee at the regular rate of pay. General hours provisions are set forth in Article IX, Sections 3.2 and 7.1.

9.0 **Closure of Children's Centers:** Children's Centers will be closed at 12 noon on December 24 and December 31.

10.0 **Elementary Shortened and Minimum Days:** Children's Center teachers shall receive additional compensation when the elementary school has shortened or minimum days and school holidays/vacation that require that the school-age students in the children's center program return and are in attendance at the center for longer than scheduled periods of time.

11.0 **Contract teachers Additional Compensation:** Contract teachers shall receive a pay differential for the extra duties performed. The position of contract teacher shall be available to all Children's Center teachers at the Center site on a rotational basis.
ARTICLE XXIV
STUDENT DISCIPLINE
LEGAL SUPPORT AND PROPERTY LOSS

1.0 Student Discipline Rules: It is the intention of the parties that teachers and administration work in a mutually supportive manner to maintain proper student discipline. The Board of Education issues District-wide standards and rules of student conduct and discipline. Also, with faculty participation, each school site shall develop additional local rules for student conduct. These rules shall be posted and distributed to students and parents. A teacher shall also have the right to promulgate and enforce reasonable rules of classroom conduct in accordance with California Assembly Bill 1649 which are to apply to students in that teacher's class(es). Local site and classroom rules for student conduct shall not conflict with District policy.

2.0 Student Suspensions: In addition to the normal disciplinary measures such as counseling, parent conferences, and office referrals, the teacher may suspend a student from the teacher's class for that day and the following day for any of the causes set forth below. However, this is not to suggest that teacher-imposed suspensions from class are to be the sole, or even typical, remedy for such offenses. Many of these offenses are likely to result in imposition of more extended administratively-imposed suspensions, criminal proceedings and/or expulsions. Therefore, in criminal or other severe situations where the student should not be released from direct supervision, teachers shall contact the site administrator for assistance before taking action. Subject to the foregoing, the offenses which may warrant a teacher-imposed suspension are as follows:

a. Disruptive behavior or willful defiance of valid authority;
b. Obscenity, habitual vulgarity or profanity;
c. Causing, attempting or threatening violence or physical injury;
d. Theft or damage to school property or personal property;
e. Extortion or robbery;
f. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;
g. Possessing, using, offering for sale or furnishing any drug paraphernalia;
h. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;
i. Possessing, using, offering for sale, or furnishing any firearm, explosive, knife or other dangerous object; or
j. Falsely reporting a fire or bomb.

2.1 Teachers who choose to impose suspensions from their class shall immediately report same to the site administrator and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration to be suspended from school or an expulsion.

3.0 Legal Assistance and Support:

3.1 If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, the District shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. The Board of Education may, in its discretion under Government Code Section 825, indemnify the employee against punitive or exemplary damages.

3.2 If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request the District to pursue legal action against the student and/or the student's parents or guardians pursuant to Education Code Sections 48904 and 48905. After evaluating the circumstances, the District may bring such legal action to recover damages.

4.0 Loss, Destruction, Damage, Theft and Vandalism: Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be $500. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall the District reimbursement exceed $500, except that the Board of Education may, upon application (see # below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

a. The District shall pay the cost of replacing or repairing:

(1) An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or

(2) The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used in
the schools or offices, when approval for such use was given by the site administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or

(3) The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other District premises or the site of authorized District activities; or

(4) The damage to an employee's automobile caused by students being transported by the employee on authorized school business.

b. Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.

c. No payment shall be made for any loss having a depreciated value of less than $10, or for ordinary wear and tear.

d. Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.

e. A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with the Insurance Section within 45 days of the loss.

f. In the event the employee receives payment from the District pursuant to this section, the District shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.

g. If the Insurance Section denies a claim, an employee seeking review must choose between filing a grievance pursuant to Article V, or processing an appeal to the Board of Education.

h. Items purchased by employees from CTTIP, LEAP or other grants shall be replaced by the District if stolen or damaged due to fire or vandalism.

4.1 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle: The District shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is required or properly authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.
4.2 In instances where student transportation is not available through routine sources such as parents, District transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles. When practical, two adults (one of each sex) shall accompany a student being transported.

4.3 Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized to accept custody of the student, or a person otherwise authorized by the parent/guardian.

4.4 The responsibility of the District with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in Section 4.0 above.

4.5 Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement as provided in this Agreement (See Article XXIX, Section 8.0).
ARTICLE XXV

ACADEMIC FREEDOM AND RESPONSIBILITY

1.0 Lesson Content: In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion:

a. is appropriate to the age and maturity level of the students;

b. is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; and

c. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.

1.1 Guest Speakers: Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than 48 hours prior to the proposed appearance. The administrator shall as soon as possible, and no later than 24 hours prior to the proposed appearance approve or disapprove the guest speaker, after considering the following factors:

a. competency of the proposed speaker to address the proposed subject, including the speaker's experience, training and expertise;

b. the educational value of the proposed program or address; and

c. whether the proposed presentation, in the context of the teacher's overall instructional program, is consistent with the Standards of Academic Freedom and Responsibility contained in Section 1.0 above.

1.2 Appeal Procedure: If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to the site administrator by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and the site administrator. If the lesson content or speaker is disapproved or restricted by the site administrator or other District administrator, the reason(s) therefor shall, upon verbal request, promptly be provided to the teacher in writing. The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the Region/Division superintendent or designee.
1.3 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article X, Evaluation and Discipline.

2.0 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

a. If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a teacher on special assignment for that purpose).

b. If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but the District shall be deemed a licensee (without fee) for purposes of internal District use only (e.g., classroom teacher, in furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to the District).

c. If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).

d. Before an employee or the District utilizes any student-produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a., b. and c. above.

3.0 Determination of Grades: The grade to be given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by the District except in situations of clerical or mechanical mistake, fraud, bad faith, incompetency, or failure to comply with the then-current District grading policies, procedures and criteria adopted in accordance with Education Code Sections 49066 and 49067.* A grade shall not be changed for any of the above reasons unless the responsible teacher has, to the extent practical, (a) been given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) been included in discussions relating to the change of grade. Claimed violations of this section are subject to the grievance procedures of Article V.
4.0 A teacher's written remarks on a student's cumulative records under "Educational Growth and Development" shall not be removed or altered without the written consent of the teacher.

*The principal references for grading procedures and criteria are:
(a) Guidelines for Instruction, Secondary School Curriculum Administrative Directives and Curricular Information, Office of Instruction SC-863.1, pp. 87, 88, 91
(b) Guidelines for Preparing Student Progress Reports to Parents Elementary Grades, Publication No. EC-537 (Rev.)
(c) Marking Practices in Relation to Attendance (Grades 7-12) Bulletin No. 10, Office of Associate Superintendent, Instruction
(d) Roll Book for Junior and Senior High Schools, Form 34-H-1
(e) Reporting Student Progress (K-6) Bulletin No. 24 (Rev.) Office of Associate Superintendent, Instruction
ARTICLE XXVI

MENTOR TEACHER PROGRAM

1.0 General: The Mentor Teacher Program is intended to provide incentives for highly talented classroom teachers to retain their classroom assignment while providing instructional leadership, assistance and guidance to new/inexperienced teachers. Throughout this Article the term "new/inexperienced teachers" will be used in reference to the probationary, trainee and non-permanent teachers who are recipients of Mentor Teacher services. It is recognized that this Program is not to be regarded as a definitive identification of the District's most outstanding teachers; the limited State funds allocated to the District for the Mentor Program preclude recognition of many outstanding teachers serving in the District.

1.1 It is understood that the Program is funded primarily by special State support and that the District must comply with the State requirements governing the Program. This Article is therefore intended to be interpreted and enforced in compliance with State requirements. The District reserves the right to terminate or modify the Program at any time in response to State-imposed changes, but shall promptly negotiate with UTLA the effects of such decisions.

2.0 Budgets: The District shall continue its general fund encroachment of $825,000 per year to supplement the State funding support for the Mentor Program. If the State reduces its support funding below the present amount of $2,9000 per Mentor, or if the District wishes to increase its supplemental funding above the rate of $825,000 per year, the parties shall reopen this section for renegotiation (without it counting as one of the limited annual reopeners).

3.0 Mentor Selection Committees: In each of the District's geographic regions, there will be an Elementary Selection Committee and a Junior High Selection Committee. There will be single District-wide committees for the High School and Special Education Divisions. Each of the Committees is to be comprised of six teachers and five administrators. Classroom teachers serving on committees must have not less than ten years of teaching experience, and shall be elected in separate elections by the teachers from their region, grade level or division. All committee members shall serve three year terms. If unable to serve the entire term, they shall be replaced with the applicant who received the next highest vote in the election for that seat. Selection Committee candidates are not eligible to serve as a Mentor during their candidacy and committee service.

3.1 Selection Committees are responsible for assessing Mentor Teacher applicants and making nominations of Mentors and alternates to the Board of Education. The Board shall appoint from among the nominees submitted by the Committees.
4.0 Mentor Applicants: Any classroom teacher who meets the following qualifications is eligible to apply for the position of Mentor Teacher:

a. Holds a valid California teaching credential;

b. Has achieved permanent status;

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

d. Has demonstrated evidence of effectiveness in classroom management, discipline, directed instruction and communication with peers;

e. Has received satisfactory performance ratings for the last three evaluations;

f. Is willing to transfer without qualification to other geographic regions with the greatest numbers of non-permanent teachers;

g. Possesses additional qualifications pertaining to training and experience, professional qualities, professional growth, and human relations skills.

5.0 Term of Mentor Service:

a. Mentors shall be appointed for a term of three consecutive years. They may apply for re-appointment, using the appropriate application process.

b. Appointment or re-appointment decisions lie within the sole discretion of the Selection Committees and Board of Education and are not grievable.

c. If an employee is removed from Mentor status for "cause" during the course of a three-year term, the removal shall be grievable. Such removal can be ordered only by a District level or regional level administrator rather than the site administrator. Removal from Mentor status for "cause" will be governed by the same standards as removal from the Urban Classroom Teacher Program, i.e., a teacher who meets or exceeds the regular performance standards for teachers could nonetheless be removed from mentor status because Mentor functions were not "successfully" performed.

6.0 Assignments of Mentors: Mentor Teachers must serve wherever needed by the District. Some are to be assigned in each of the district's regions, but 75% shall be assigned to the regions with the greatest concentrations of new/inexperienced teachers.
6.1 Newly appointed Mentors shall be subject to the following assignment procedures:

a. At the end of the spring semester the District will project its Mentor staffing needs, place Mentors at their current schools if it is determined that additional mentor positions are to be filled at those schools, and develop a tentative list of anticipated priority openings to be filled by Mentor transfers.

b. This list will be distributed to Mentors who have not been assigned to their current schools to enable them to interview and seek assignments which are satisfactory to the teacher, the receiving school and the Region/Division office. All transfers are to be made by the District's Region/Division office pursuant to Article XI, Section 2.0. Rather than cause a displacement, Mentors will be assigned to openings. However, when there is no opening in a school with an unusually large number of new/inexperienced teachers, displacement may occur in accordance with Article XI, Section 6.0.

c. Mentors who are transferred after reporting for duty to their previous assignment shall be permitted to use up to one day of released time to accommodate the relocation.

d. Mentors are exempt from displacement during their Mentor service.

e. Transferred Mentors have no "return rights" to their original region, unless their Mentor status is lost due to curtailment or elimination of the Mentor Program.

7.0 Duties and Responsibilities:

7.1 Mentor Teacher duties and schedules shall be determined on an individual basis in conjunction with their principal and the Region or Division Superintendent or designee. Mentor Teacher duties shall include the following types of services to new/inexperienced teachers:

a. Provide orientation, conduct classroom visitations and observations, and ongoing assistance;

b. Demonstrate successful teaching and classroom management techniques. However, any teaching demonstrations in the classroom of the new/inexperienced teacher shall be by mutual agreement of the teachers and shall not be ordered by the administrator;

c. Plan and lead staff development sessions and salary point project classes;
d. Develop school or class organization plans;

e. Provide opportunities to exchange ideas with, and observe, other successful teachers;

f. Assist in establishing and achieving instructional goals and objectives;

g. Assist in solving problems in curriculum, classroom management, or discipline;

h. Share materials, curriculum developments, and teaching methods;

i. Explain District goals and instructional programs;

j. Coordinate assistance with Department or Grade Level Chairpersons.

7.2 The above duties are to be directed primarily toward the new/inexperienced teachers. For example, Mentors should not be expected to conduct workshops designed for veteran teachers. However, nothing in the above is intended to preclude experienced teachers from voluntarily receiving incidental Mentor services or from attending any Mentor activities with the consent of the Mentor.

7.3 Mentors are not to participate in the evaluation of teachers. In order to encourage candid relations between teachers and Mentors, conversations between the teacher and the Mentor regarding the teacher's performance are to be treated as confidential and privileged. Subject to the foregoing, the fact that various Mentor services are provided shall stand as evidence that the District has provided part of its required program of assistance under Section 5.0 of Article X, but shall not satisfy all of the District's obligations under said section.

8.0 Pay:

8.1 Mentor Teachers shall receive an annual stipend of $4,000 ($2,000 per semester) in addition to their regular salary. These stipends shall not be counted as salary or wages for State Teachers' Retirement System (STRS) purposes.

8.2 Mentors may not receive a coordinating, coaching or activity differential, but may participate in the Urban Classroom Teacher Program (UCTP) and the Bilingual Classroom Teacher Program (BCTP).

8.3 Released time and pay for Selection Committee activities shall be continued consistent with the practice in effect during the 1987-88 school year.

9.0 Miscellaneous:

9.1 The District shall make a reasonable effort to minimize paperwork
and unnecessary duplication of reporting obligations related to the Mentor Program.

9.2 In order to maintain continuity of instruction when Mentors or Selection Committee members are on released time, the District will make a special effort to honor substitute name requests.

9.3 A three member subcommittee of UTLA's negotiating team shall meet periodically with the District administration responsible for the Mentor Program to discuss matters of concern. Released time will be granted for any meetings which are held during the employees' assigned work hours.
ARTICLE XXVIII

SAFETY

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

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

1.2 Employees shall immediately notify site administration of any unsafe or hazardous conditions at the site. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees and themselves. If an employee believes that an unsafe or hazardous condition exists at a site and so notifies the District, and if the District rejects the notice contending that no safety hazard exists, then the employee may grieve under Article V. In view of the District's limited available funds and the need for the District to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether or not an unsafe or hazardous condition exists, and no other remedy shall be requested or ordered.

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

1.4 The District shall cancel class or relocate the teacher and students to another site whenever the temperature in the classroom cannot be maintained at a minimum of 65 fahrenheit.

2.0 Whenever a child with a known contagious disease (including those children on medication for such disease) is placed in a classroom, a written notice of such student's health condition shall be given to the classroom teacher.

2.1 The District shall provide in-service training specifically directed toward training bargaining unit members on how to protect themselves from contacting communicable diseases from students.

2.2 Protective gloves and gowns shall be provided at no cost to each bargaining unit member who has a child in his/her classroom with a contagious disease or who must give service involving physical contact with children in their classroom.
The following two images

are two versions of page 174

(the difference is in the second paragraph)
ARTICLE XXIX
MISCELLANEOUS

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

a. All currently assigned counselors, who are fully credentialed shall be included on a new list of qualified counselors to be under the Psychological Services Unit of the District. Those currently serving as counselors who are not fully credentialed in order to be a part of the original list of counselors. No extension past two years will be granted for this purpose.

b. As soon as possible, and within a time not to exceed sixty days from the signing of this Agreement between the District and UTLA, qualifications for inclusion in the list of counselors will be in accordance with the Education Code of the State of California.

c. All future applicants to be considered as eligible candidates for the Counselor List shall meet conditions of Section 1.0 b above, and, in addition, will have to qualify through a selection process to be developed jointly by the District and UTLA.

d. All counselors will have tenure in the counselor position after serving for three years in that capacity and meeting requirements of the position as hereby defined.

2.0 Department and Grade Level Chairperson Selections:
Department and grade level chairpersons shall, if the affected employees desire, be elected annually by the employees in the department or grade level, excluding substitutes and contract pool teachers. Such vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools. Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions. Each department or grade level chairperson shall be required to have permanent status and in secondary school a major or minor in their subject field.

3.0 Driver Training Teachers:

3.1 Driver Training Teachers Mandatory Saturday Overtime Assignments:
General: Based upon professional teacher responsibility and training, as well as instruction and safety of students while learning to drive an automobile, the District and UTLA have agreed to the following provisions:

a. When Driver Training teachers are required to serve a given number of Saturdays in order to complete the behind-the-wheel training
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MISCELLANEOUS

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a. All currently assigned counselors, who are fully credentialed shall be included on a new list of qualified counselors to be under the Psychological Services Unit of the District. Those currently serving as counselors who are not fully credentialed in order to be a part of the original list of counselors must complete the credentialing requirements within two years. No extension past two years will be granted for this purpose.

b. As soon as possible, and within a time not to exceed sixty days from the signing of this Agreement between the District and UTLA, qualifications for inclusion in the list of counselors will be in accordance with the Education Code of the State of California.

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3.1 Driver Training Teachers Mandatory Saturday Overtime
Assignments:
General: Based upon professional teacher responsibility and training, as well as instruction and safety of students while learning to drive an automobile, the District and UTLA have agreed to the following provisions:

a. When Driver Training teachers are required to serve a given number of Saturdays in order to complete the behind-the-wheel training
course, they shall be compensated at the rate of one and one-half times their regular hourly rate, provided that they have been on paid status for 40 hours in the same week.

b. A vehicle shall be supplied to Driver Safety Instructors when assigned to a unit other than regular assigned unit.

3.2 UTLA shall receive from the District the following:

a. Driver Training Program budget
b. Form J22A

3.3 The District shall provide a toll-free number for DSI's to report their illnesses.

3.4 All Driver Safety Instructors shall be reimbursed for all increases in their personal auto insurance which are incurred due to job related causes. A special budget item shall be set up to fund insurance increases.

3.5 That the present credential be upgraded to include teaching of the educable and physically handicapped student attending regular high schools, and the program shall be expanded in order to meet the needs of students served.

3.6 There shall be flexibility in the arrangement of hours of all Driver Safety Instructors who are attending college/university or District in-service classes so that they may continue their professional growth.

3.7 The District shall schedule credentialing programs for Driver Safety Instructors at times and locations convenient for participating teachers.

3.8 The cleaning of trailers for the Driver Training Program shall be included in the regular schedule of cleaning of the school facility on which it is housed.

3.9 The District shall obtain a traditional license from the State of California for each of the Driver Safety Instructors, authorizing the teaching of Driver training.

3.10 Driver Training shall be an integral part of Driver Education. Each high school shall have at least one Driver Safety Instructor who shall be under the supervision of the Driver Education Department Chairperson.

3.11 The District shall provide a traditional school year schedule for C-basis.

3.12 Driver Safety Instructors and Driver Safety Instructor Substitutes shall be given first preference for all regular and supplemental assignments.

3.13 A Driver Safety Instructor who works at an Urban Classroom Teacher Program School shall be eligible to receive UCTP compensation.
3.14 That the present credential be upgraded to include teaching of the educable and physically handicapped students attending regular high schools, and the program shall be expanded in order to meet the needs of students served.

3.15 There shall be flexibility in the arrangement of hours of all DSIs who are attending college/university of LAUSD in-service classes so that they may continue their professional growth.

3.16 The supervisor, Driver Education Section, shall submit a schedule of the traditional school work year, as prescribed for "c" basis, in compliance with the agreement between the Los Angeles Unified School District and United Teachers Los Angeles.

3.17 Excessive work days beyond the "traditional school work year" schedule shall be compensated at the rate of one and one-half times the regular hourly rate.

3.18 DSIs who work at EIS schools, shall receive EIS pay. Class schedule and evaluations:

   a. Each DSI shall have eight (8) students per period.
   b. DSIs shall have one conference period per day.
   c. Each DSI shall be able to review personnel file once a year, or upon request.

3.19 DSI instructors may use the District Driver Training Vehicle in-between classes to obtain lunch.

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

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

6.0 Mileage: Mileage reimbursement shall be as specified in Board Rules 1532 and 1535 at the rate specified in IRS guidelines for 1988. Employees who use their private cars for District business shall be compensated monthly at the rate recommended by the Automobile Club of Southern California.

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

8.0 School Psychologist

   a. Because of a recent court ruling, IQ testing is no longer permitted in the placement of Individual With Exceptional Needs (IWENS). Developmental
indicators and behavior are now the reference criteria. The District shall immediately provide funds for the purchase of supplies/materials so that school psychologists may provide the students of the District with the kind of testing and counseling they deserve, and allow the school psychologist to comply with Supreme Court directives.

b. The number of Special Education classes on a particular school site including, but not limited to, ER, LD/SDC, RST that require annual testing by the on-site school psychologist shall be limited to a workable caseload. An increase in the number of classes at a particular school site shall require additional time at that site for the on-site school psychologist.

9.0 Student Attendance Adjustment Services Counselors: SAAS Counselors shall be assigned to "K" basis.

10.0 Release of Employee Personal Data: No District employee's name, address, phone number or other personal information shall be provided to non-District persons or agencies without the written permission of the employee.

11.0 District Public Records: The District will maintain a central room to have available all public records pertaining to operations/relations of schools with respect to:

1. teachers and other employees;
2. site management of all locations;
3. proposed construction, alterations and rehabilitation; and
4. other records as the need develops and laws permit and/or require.

12.0 Use of District Management Personnel: The District will provide top management personnel to present lectures, workshops, seminars, institutes, etc., to UTLA leaders and members on matters of interest to UTLA within the jurisdiction of the District.

13.0 Policy Trust Agreements: Certain areas of interest to both the District and UTLA shall be jointly developed outside of the contract. These policy areas shall not conflict with the Agreement between the District and UTLA.

14.0 Calendars:

14.1 Traditional School Calendar (1988-89):

a. Fall semester begins (pupil free day) - Wednesday, September 14.
b. First day of instruction - Thursday, September 15.
c. Spring semester begins - (to be negotiated).
d. Last day of instruction - June 23.
e. Winter recess begins - Monday, December 19.
g. Spring recess begins - **Monday, March 20.
h. Spring recess ends - Friday, March 24.
i. Holidays:

- Veterans Day: Friday, November 11
- Thanksgiving Holiday: ***Thursday, November 24
- Martin Luther King Jr., Day: Monday, January 16
- Lincoln Birthday: Friday, February 17
- Washington Birthday: Monday, February 20
- Memorial Day: Monday, May 29

j. Summer session begins - Tuesday, July 5.
k. Summer session ends - Friday, August 12.

**Spring recess is scheduled for the 7th week of the Spring semester.
***Schools will also be closed the day after Thanksgiving, Friday, November 25, 1988.

14.2 Year-Round Calendars (1988-1989) - To be negotiated.
14.3 Traditional Calendar (1989-1990) - To be negotiated.
14.4 Year-Round Calendar (1989-1990) - To be negotiated.
ARTICLE XXX
TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 1988, and thereafter, extended on a day-to-day basis until terminated by either party upon ten (10) calendar day's written notice.

2.0 "Phase-II" Negotiations: The parties have agreed to divide their 1985 negotiations into two stages in order to avoid delaying the salary settlement while several unresolved non-economic matters are discussed. The Phase I settlement covers 1985-86 salary and benefit matters, and the majority of non-economic sections of this Agreement. Phase II negotiations commenced in January 1986 and covered the topics which were under discussion and unresolved in Phase I. Pending the completion of Phase II, the prior contract language of Phase II items remained in effect. The Phase II results shall be incorporated into this Agreement for the remaining term of the Agreement.

3.0 Limited Annual-Reopener Negotiations: Commencing April 1, 1986 and April 1, 1987 there shall be limited reopener negotiations on the following issues:
   a. Salaries and benefits (Articles XIV, XVI, and Appendix E)
   b. Article XVI
   c. Two additional subjects to be designated by UTLA
   d. Two additional subjects to be designated by the District.

Nothing in the above shall prevent the parties from adding additional subjects by mutual agreement.

4.0 Negotiations for Successor Agreement: Negotiations for a successor agreement shall commence at the request of either party at any time after April 1, 1988, January 1, 1989.

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

Richard N. Fisher
Board's Representative

Shirley C. Woo
Assistant Superintendent
Staff Relations

Delores Bragg
Coordinator, Staff Relations

Duane Danielson
Principal

Michael Jeffers
Principal

Roger Johnson
Coordinator, Staff Relations

Thomas A. Killeen
Director, Personnel Research and Analysis

Barbara LaBrancie
Administrative Coordinator
Staff Relations

Jack Moskowitz
Principal

Marvin Starer
Principal

By [Signature]
For the District

UNITED TEACHERS-LOS ANGELES

Wayne Johnson
President

Donald H. Kuehn
AFT National Representative
Chief Negotiator

Roger Segure
Staff

Frances Haywood
NEA Vice-President

Marvin Katz
AFT Vice-President

Sam Kresner
Staff

James V. Weber
Recorder

By [Signature]
For UTLA

Adopted by the Board of Education on January 27, 1986 (Phase I) and June 9, 1986 (Phase II)

By [Signature]
Rita Walters, President

Ratified by UTLA Membership on January 21, 1986 (Phase I) and June 9, 1986 (Phase II)

By [Signature]
Wayne Johnson, President
SUBJECT: OPTIMUM CLASS/CASELOAD NORMS AND PROCEDURES TO OPEN, CLOSE OR RELOCATE SPECIAL EDUCATION SPECIAL DAY OR RESOURCE SPECIALIST CLASSES

I. Optimum Class/Caseload Norms

II. Procedures to Open, Close or Relocate Special Education Special Day or Resource Specialist Classes

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

I. OPTIMUM CLASS/CASELOAD NORMS

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

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

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

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

II. PROCEDURES TO OPEN, CLOSE OR RELOCATE SPECIAL EDUCATION SPECIAL DAY OR RESOURCE SPECIALIST CLASSES

A. Region coordinators, special education, or principals, special education schools, shall initiate/complete a "Request to Open, Close or Relocate Special Education Special Day or Resource Specialist Classes" form (Form No. SE-18, Revised 11/81). Quantities of the form are provided to the administrative area offices and special schools for that purpose.

B. Area Coordinator, Counseling and Psychological Services, shall inform Area Coordinators, Special Education, when there is an identified need for additional classes.
Appendix A - Special Education

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

C. Program Coordinators, Special Education, shall be notified to provide technical assistance or to facilitate consolidation of pupils from two or more classes.

D. A request to open a Special Day Class may not be based on an initial enrollment of less than one-half the optimum class norm (see ATTACHMENT A).

E. Area Coordinators, Special Education, shall obtain the approval signature of the Area Superintendent; principals, Special Schools, shall obtain the approval signature of the Director, Special Schools. The Assistant Superintendent, Division of Special Education, shall approve or disapprove the request. A copy of the request, indicating approval or disapproval, shall be returned to the initiator. If approved, the Division of Special Education shall send copies to appropriate offices.

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

APPROVED: JOSEPH P. LINSCOMB, Associate Superintendent, Instruction

DISTRIBUTION:

10:22:84
UT:5
## Optimum Class/Caseload Norms (a)

<table>
<thead>
<tr>
<th>Class/Caseload Categories</th>
<th>SERVICE SITES</th>
<th>Through 3 Years</th>
<th>3 Years and above (b)</th>
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<tbody>
<tr>
<td></td>
<td>Regular School</td>
<td>Special School</td>
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<tr>
<td><strong>SPECIAL DAY CLASSES</strong></td>
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<td></td>
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<tr>
<td>Assessment Service</td>
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<tr>
<td>Autistic</td>
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<td>6</td>
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<td>Blind/Partially Seeing</td>
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<tr>
<td>Deaf/Blind</td>
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<td>3</td>
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<tr>
<td>Deaf/Hard of Hearing</td>
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<tr>
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<td>Educable Retarded</td>
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<td>Learning Handicapped (EH)</td>
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</tr>
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<td>Multihandicapped</td>
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<tr>
<td>Noncategorical</td>
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<td><strong>ICE SPECIALIST PROGRAM</strong></td>
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<td>Audiology</td>
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<td>Counseling</td>
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<td>115</td>
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<tr>
<td>Deaf/Hard of Hearing</td>
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<td>22</td>
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<tr>
<td>Home/Hospital</td>
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<td>12</td>
</tr>
<tr>
<td>Language/Speech Development &amp; Remediation</td>
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<td>55</td>
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<tr>
<td>Orientation &amp; Mobility Instruct. for Blind</td>
<td>x</td>
<td>x</td>
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<td>Physically Handicapped In Regular Class</td>
<td>x</td>
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<tr>
<td>Specialized Driver Training</td>
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<td>x</td>
<td>10</td>
</tr>
<tr>
<td>Usualy Handicapped</td>
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<tr>
<td>Vocational Education for the Handicapped</td>
<td></td>
<td>x</td>
<td>75</td>
</tr>
</tbody>
</table>

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

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

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

TEACHER INTEGRATION TRANSFER PROGRAM

1.0 Personnel Included and Excluded

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

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

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

2.0 Standard, Exemptions, Appeals

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

2.2 For the 1985-86 school year, "substantially the same" means: generally, within 15% above or below the District-wide ratios of minority to total teaching staff; for Priority Staffing Program (PSP) schools and
schools with LAU programs, within 25% above and 15% below (e.g., 23-63%), provided that minority assignments between 15% above and 25% above in LAU program schools must be comprised entirely of bilingual teachers. For the 1985-86 school year, the District-wide ratios and compliance ranges are as follows:

- K-12 (PSP Schools and LAU Programs)
  - Special Education
  - Continuation
  - Opportunity
  - Children's Center

<table>
<thead>
<tr>
<th></th>
<th>%</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-12</td>
<td>38</td>
<td>23-33%</td>
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<tr>
<td></td>
<td></td>
<td>(23-63%)</td>
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<td></td>
<td>29</td>
<td>14-44%</td>
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<td></td>
<td>50</td>
<td>35-65%</td>
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<tr>
<td></td>
<td>43</td>
<td>28-58%</td>
</tr>
<tr>
<td></td>
<td>72</td>
<td>57-87%</td>
</tr>
</tbody>
</table>

For the 1985-86 school year, the District-wide ratios and compliance ranges are as follows:

2.3 The PSP schools designated for the 1985-86 school year are as follows:

<table>
<thead>
<tr>
<th>Region A</th>
<th>Region C</th>
<th>Region D</th>
</tr>
</thead>
<tbody>
<tr>
<td>122nd</td>
<td>Budlong</td>
<td>Marvin</td>
</tr>
<tr>
<td></td>
<td>59th</td>
<td>6th</td>
</tr>
<tr>
<td></td>
<td>Main</td>
<td>24th</td>
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<tr>
<td></td>
<td>Manhattan Place</td>
<td>Mt. Vernon JH</td>
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<td>McKinley</td>
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<table>
<thead>
<tr>
<th>Region 3</th>
<th>Region G</th>
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<tbody>
<tr>
<td>Ascot</td>
<td>Miller, Loren</td>
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<tr>
<td>Compton</td>
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<td>Flournoy</td>
<td>97th</td>
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<tr>
<td>Grape</td>
<td>107th</td>
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<td>Holmes</td>
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<td>Nevin</td>
<td>South Park</td>
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<td>92nd</td>
<td>96th</td>
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<td>102nd</td>
<td>102nd</td>
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<td></td>
<td>112th</td>
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<tr>
<td>Parmelee</td>
<td>Woodcrest</td>
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This list is subject to revision at the start of each school year in the discretion of the District. It is included here for informational purposes.

3.0 General Principles and Procedures

a. A teacher in the District should expect to be assigned to various schools within the District that may reflect differing socio-economic and ethnic patterns among the student population.
b. The District will endeavor to achieve staff integration objectives through transfer of an appropriate number of volunteers (4.0) and assignment of teachers returning from leaves, displaced teachers, and new contractees. If transfer of teachers from these sources is not consistent with criteria established or numerically sufficient to meet teacher integration objectives, (2.1), the District will utilize mandatory transfer of teachers in accordance with Section 6.0 of this program.

4.0 Voluntary Transfer Component

4.1 Eligibility for Voluntary Transfer

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

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

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

4.2 Procedures for Voluntary Transfers

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

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

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

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

4.3 Incentives for Voluntary Transfer

a. Return Rights

(1) Volunteers under 4.0 will be given a written guarantee of right to return to the previous school after four semesters of service, or, if their previous school or department has closed, to another school within the same administrative region as the previous school. Teachers who wish to exercise return rights in September of a given year must notify Personnel Division by April 1 of the same year. Time spent on formal leaves of absence shall not be counted toward the two-year service requirement, except as specified in paragraph 4.4 of this Section.

(2) Return rights may be exercised on the above date or may be deferred to the beginning of the fall semester (only) of either of the next two school years following the original right of return date. Where the teacher has requested return within the specified period of time and does not choose to return to the home school, Personnel Division will place the teacher within the administrative Region from which the teacher volunteered. This placement requires agreement by the teacher and the receiving principal, must be made in accordance with staff integration policies and must not require the displacement of another teacher.

(3) Teachers returned after completion of volunteer transfer service shall be retained at the location to which returned for a period of three years, plus an additional year for each year of deferred return rights. Time spent on leaves of absence shall be counted toward this exemption.

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

Day: "Working" days unless otherwise specified
BCTP: Bilingual Classroom Teacher Program (See Article XI-A)
CPAO: Certificated Placement and Assignments Office
CTIIP: Classroom Teacher Instructional Improvement Program (Grants)
DCAC: District-Community Advisory Council (Special Education Community Advisory Council)

DIS Personnel: Designated Instructional Service (e.g., Special Language, Adaptive P.E., Visually Handicapped)

ECIA Chapter 2: Education Consolidation and Improvement Act, Chapter 2
GISP: Government and Industry Sponsored Program (Adult and Occupational Education program)

IEP: Individual Educational Plan (for Special Education Students)
IWEN: Individual With Exceptional Needs (Special Education Student)

JTPA: Job Training and Partnership Act

LAU Plan: Bilingual Education Plan based upon LAU vs. Nichols Supreme Court case

LEP Pupil: Pupil with Limited English Proficiency

PHBAO: Predominately Hispanic, Black, Asian and Other (Refers to a school with a predominantly minority enrollment)

PHP: Priority Housing Program (District plan to relieve overcrowding)

PSP: Priority Staffing Program (District plan to enhance teacher recruitment and placement)

PWT: Permit With Transportation (Voluntary Student Integration Busing Program)

RST: Resource Specialist Teacher (Special Education Division)

RSP: Resource Specialist Program (Special Education Division)

SAAS: Student Attendance and Adjustment Services

SDC: Special Day Class (Special Education class on regular school campus)

Service Area: Geographic areas formerly serviced by the field Certificated Personnel Offices

SIP: School Improvement Program (State-funded program to enhance local schools)

UCTP: Urban Classroom Teacher Program (See Article XI-A)

Note: Unless otherwise indicated by context, cross-reference to a lead section (e.g., "Section 10.0") includes the subparts of that Section (e.g., Section 10.1, 10.2, etc.), whereas a cross-reference to a subpart decimal (e.g., 10.3) includes only that subpart.
This index is provided for the convenience of District personnel. It is not a part of the Agreement between the District and UTLA and should not be considered conclusive or as evidence of the intent of the parties.

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APPENDIX E

SALARY TABLES AND RATES - 1988 - 89

NOTES

This section is to be negotiated during the period of finance discussions between the UTLA and LAUSD. The changes here indicated are not to be construed as the only items UTLA will reopen under this section (other items will be reopened when UTLA has a responsible position on the District's financial condition).

1.0 Developmental Center (V) Salary Table: It is UTLA's proposal that this salary table be eliminated and that Developmental Center employees be placed on the Preparation Salary Table with no loss of pay or benefits.

2.0 Children Center (C) Salary Table: It is UTLA's proposal that this salary table be eliminated and Children's Center employees be placed on the Preparation Salary Table with no loss of pay or benefits.
### Development Center (LV) Salary Table

Employees allocated to the Development Center Salary Table shall be paid as follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>Advancement to Schedule</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minimum of 60 Points</td>
<td>$1,720</td>
</tr>
<tr>
<td></td>
<td>Semester Units</td>
<td>$1,785</td>
</tr>
<tr>
<td></td>
<td>Minimum Plus</td>
<td>$1,860</td>
</tr>
<tr>
<td></td>
<td>14 Points</td>
<td>$1,922</td>
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<tr>
<td>2</td>
<td>Minimum Plus</td>
<td>$1,993</td>
</tr>
<tr>
<td></td>
<td>28 Points</td>
<td>$2,060</td>
</tr>
<tr>
<td>3</td>
<td>Bachelor's</td>
<td>$2,126</td>
</tr>
<tr>
<td></td>
<td>Degree</td>
<td>$2,196</td>
</tr>
<tr>
<td>4</td>
<td>Restricted Severely</td>
<td>$2,267</td>
</tr>
<tr>
<td></td>
<td>Handicapped Credential</td>
<td></td>
</tr>
</tbody>
</table>

A point for advancement is a semester unit (or 1.5 quarter units) as defined by the University of California or its equivalent as established by the Board of Education.

### Children's Center (E) Salary Table

Employees allocated to the Children's Center Salary Table shall be paid as follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>Advancement to Schedule</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minimum of 60 Points</td>
<td>$1,599</td>
</tr>
<tr>
<td></td>
<td>Semester Units</td>
<td>$1,665</td>
</tr>
<tr>
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<td>Minimum Plus</td>
<td>$1,739</td>
</tr>
<tr>
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<td>14 Points</td>
<td>$1,802</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Plus</td>
<td>$1,871</td>
</tr>
<tr>
<td></td>
<td>28 Points</td>
<td>$1,937</td>
</tr>
<tr>
<td>3</td>
<td>Bachelor's</td>
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</tr>
<tr>
<td></td>
<td>Degree</td>
<td>$2,073</td>
</tr>
<tr>
<td>4</td>
<td>Elementary or Early</td>
<td>$2,138</td>
</tr>
<tr>
<td></td>
<td>Childhood Credential</td>
<td></td>
</tr>
</tbody>
</table>

A point for advancement is a semester unit (or 1.5 quarter units) as defined by the University of California or its equivalent as established by the Board of Education.

2.1 Eligible employees shall receive a career increment differential of $25 per pay period. This section shall be reopened in 1987-88.
### 3.0 Preparation (T and L) Salary Table

- Percent increase to be presented during finance discussion.

- Change the master's degree differential from $185 per month to $200 per month.
- Change the doctor's degree differential from $25 per month to $50 per month.
- Change the first career increment from $185 per month to $200 per month.
- Change the second career increment from $185 per month to $200 per month.

### 3.1 An employee with a master's degree and a doctor's or equivalent degree shall receive the degree differential only. Only one differential.

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

### 3.3 In accordance with Section 44462 of the Education Code, a teacher whose services are authorized by an internship credential may be paid seven-eighths of the rate to which entitled rounded to the nearest dollar, unless the training program in question requires the full rate.

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

### 3.5 Categorical Limited Contract teachers are paid on Schedule 20 only.
employees allocated to the Preparation salary table shall be paid as follows:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>20</th>
<th>21</th>
<th>22</th>
<th>23</th>
<th>24</th>
<th>25</th>
<th>26</th>
<th>27</th>
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<tbody>
<tr>
<td>Nomer</td>
<td>Min 3</td>
<td>Min 14</td>
<td>Min 29</td>
<td>Min 42</td>
<td>Min 56</td>
<td>Min 70</td>
<td>Min 84</td>
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<tr>
<td>Points</td>
<td>1789.23</td>
<td>1789.23</td>
<td>1789.23</td>
<td>1789.23</td>
<td>1789.23</td>
<td>1789.23</td>
<td>1789.23</td>
<td>1789.23</td>
</tr>
<tr>
<td></td>
<td>(23440)</td>
<td>(23440)</td>
<td>(23440)</td>
<td>(23440)</td>
<td>(23440)</td>
<td>(23440)</td>
<td>(23440)</td>
<td>(23440)</td>
</tr>
</tbody>
</table>

Maximum rates with differentials:
- WITH FIRST CAREER INCREMENT (after 5 years at maximum rate)
  - Maximum rate with $144.05 career increment differential: 3264.00 (4275R)
  - Maximum rate with $144.05 career increment differential and $11.58 master's degree differential: 3275.68 (42911)
  - Maximum rate with $144.05 career increment differential and $31.15 doctor's degree differential: 3295.15 (43166)

- WITH SECOND CAREER INCREMENT (additional $11.48 per pay period after 5 years on first career increment)
  - Maximum rate with $155.73 career increment differential: 3275.68 (42911)
  - Maximum rate with $155.73 career increment differential and $11.58 master's degree differential: 3287.36 (43064)
  - Maximum rate with $155.73 career increment differential and $31.15 doctor's degree differential: 3306.82 (43319)

A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education.

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

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

3.0 A Year-round Preparation (T and L) Salary Table

3.1 An employee with a master's degree and a doctor's or equivalent degree shall receive the $31.15 differential only.

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

3.3 In accordance with Section 4462 of the Education Code, a teacher whose services are authorized by an internship credential may be paid seven-eighths of the rate to which entitled rounded to the nearest dollar, unless the training program in question requires the full rate.

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

3.5 Categorical Limited Contract teachers are paid on Schedule 20 only.
4.0 Special Services (U) Salary Table: Employees entered to the Special Services Salary Table shall be paid as follows:

Classification changes to be presented during finance discussions.
- Change as in 3.0 above.

<table>
<thead>
<tr>
<th>Step</th>
<th>1</th>
<th>2</th>
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<td>$1,994</td>
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<td>(28,050)</td>
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<tr>
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<tr>
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<td>(29,641)</td>
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</tr>
<tr>
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<td>(30,416)</td>
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</tr>
<tr>
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</tr>
<tr>
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</tr>
</tbody>
</table>

*Rates shown in parentheses are annual C Basis salaries for 204 days.*
### Special Services (N) Salary Table (Continued)

<table>
<thead>
<tr>
<th>Step</th>
<th>1</th>
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<th>4</th>
<th>5</th>
</tr>
</thead>
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</tr>
<tr>
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<td>$3,750</td>
<td>$2,928</td>
</tr>
<tr>
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</tr>
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</tr>
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<td>(40,780)</td>
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<td>$3,887</td>
<td>$4,083</td>
<td>$4,286</td>
<td>$4,486</td>
<td>$4,839</td>
</tr>
<tr>
<td></td>
<td>(39,547)</td>
<td>(41,902)</td>
<td>(44,207)</td>
<td>(46,787)</td>
<td>(49,358)</td>
</tr>
<tr>
<td>39D</td>
<td>$3,998</td>
<td>$4,192</td>
<td>$4,397</td>
<td>$4,603</td>
<td>$4,977</td>
</tr>
<tr>
<td></td>
<td>(40,780)</td>
<td>(43,095)</td>
<td>(45,492)</td>
<td>(48,073)</td>
<td>(50,765)</td>
</tr>
<tr>
<td>40D</td>
<td>$4,108</td>
<td>$4,303</td>
<td>$4,527</td>
<td>$4,839</td>
<td>$5,116</td>
</tr>
<tr>
<td></td>
<td>(41,902)</td>
<td>(44,207)</td>
<td>(46,787)</td>
<td>(49,358)</td>
<td>(52,183)</td>
</tr>
</tbody>
</table>

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

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

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

4.3 Eligible employees shall receive a first career increment of $185 per pay period, or a second career increment of an additional $15 per pay period for a total of $200 per pay period.
Services Salary Table with a higher maximum rate than that of the former pay period rate classification shall have the step placement recomputed pursuant to Section 4.1 of Appendix E if the salary to which the employee would have been entitled in the former class is increased within three calendar months of the reassignment to the higher class.

4.5 Effective July 1, 1987, Educational Audiologists shall be paid on Schedule 32 of the Special Services Salary Table; effective July 1, 1988, they shall be paid on Schedule 33 of such Table.

4.6 Effective July 1, 1987, Orientation and Mobility Instructors shall be paid on Schedule 32 of the Special Services Salary Table; effective July 1, 1988, they shall be paid on Schedule 33 of such Table.

4.7 Effective July 1, 1987, School Audiometrists shall be paid on Schedule 16 of the Special Services Salary Table.

4.8 Effective July 1, 1987, the Coordinating School Audiometrist shall be paid on Schedule 23 of the Special Services Salary Table.

4.9 ROTC

a. Move Senior Instructors on Special Services Salary Table from

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25.82</td>
<td>$27.02</td>
<td>$28.37</td>
</tr>
</tbody>
</table>

4.9 a. Move Senior Instructors on Special Services Salary Table from

   18D to 22D, Effective July 1, 1988
   22D to 28D, Effective July 1, 1989
   28D to 30D, Effective July 1, 1990

b. Move Assistant Senior Instructors on Special Services Salary Table from

   14D to 17D, Effective July 1, 1988
   17D to 19D, Effective July 1, 1989
   19D to 22D, Effective July 1, 1990

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

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

   Rates

   Step 1 | Step 2 | Step 3
   $25.82 | $27.02 | $28.37
Classifications shall be paid flat rates per hour as indicated:

- Adult Teacher, Flat Rate Day-to-Day Substitute: $25.82
- Adult Teacher, Staff Development: $25.82
- Adult Teacher, Temporary Classes: $11.73
- Differential, JTPA Work Experience: $23.89
- Extended Counseling/Advisement Assignment, Hourly: $18.46
- Extended Teaching Assignment, Hourly: $12.92
- Supplemental Driver Training Assignment:

7.0 Flat Daily Rates:
- Differential, Adult School Department Chairperson: $5.45 per day
- Differential, Adult Learning Assessor: $5.45 per day

8.0 Other Flat Rates:

8.1 Differential, Bilingual Classroom Teacher Program I: $1000 per semester
- Differential, Bilingual Classroom Teacher Program II: $500 per semester

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

8.3 Professional Expert classes shall be paid as specified in Board Rule 192

8.4 Differential, Demonstration Teacher:

8.5 Differential, Training Teacher:

8.6 Differential, Mentor Teacher: $2000 per semester

9.0 Driver Safety Instructor (09J) Schedule:

### Driver Safety Instructor (09J) Schedule: (Step 1 - Step 4)

<table>
<thead>
<tr>
<th>Step</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1575</td>
</tr>
<tr>
<td>2</td>
<td>$1785</td>
</tr>
<tr>
<td>3</td>
<td>$1896</td>
</tr>
<tr>
<td>4</td>
<td>$2011</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>High School Units</th>
<th>Education Units</th>
<th>AA</th>
<th>BA</th>
<th>MA</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-03</td>
<td>1461</td>
<td>1563</td>
<td>1672</td>
<td>1789</td>
<td>1914</td>
</tr>
<tr>
<td>03-06</td>
<td>2186</td>
<td>2298</td>
<td>2317</td>
<td>2434</td>
<td>2559</td>
</tr>
<tr>
<td>06-09</td>
<td>2317</td>
<td>2434</td>
<td>2559</td>
<td>2751</td>
<td>2876</td>
</tr>
<tr>
<td>09-12</td>
<td>2434</td>
<td>2559</td>
<td>2751</td>
<td>2876</td>
<td>3068</td>
</tr>
<tr>
<td>12-15</td>
<td>2559</td>
<td>2751</td>
<td>2876</td>
<td>3068</td>
<td>3268</td>
</tr>
<tr>
<td>15-18</td>
<td>2751</td>
<td>2876</td>
<td>3068</td>
<td>3268</td>
<td>3452</td>
</tr>
</tbody>
</table>

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

9.2 New employees hired as Driver Safety Instructors are placed on the first step of the 4-step schedule. Current employees who are paid on a higher pay period schedule or the Hourly Rate Schedule and assigned as Driver Safety Instructors are placed on Step 4 of the Driver Safety Instructor Schedule.
10.1 Employees who perform certain of the supplemental duties for which assignment, temporary adviser, or responsibility salary differentials are permitted as set out in Article XIV, Section 24.0 may, at the conclusion of the semester or sport season, be paid a lump-sum in addition to their regular salary rate. Salary differentials are received on the basis of allocation of assigned activity to the appropriate differential salary rate. Such differentials are authorized only to the extent that funds are provided in the Budget.

10.2 When approved by the Superintendent, differential salary rates may be computed and paid as pay period rates. An employee who serves in a supplemental assignment for less than a complete semester or sport season may be paid a percentage of the lump-sum proportionate to the percentage of the assignment completed. An employee may not concurrently receive more than one such salary differential except one differential per school year paid on a semester basis may overlap a differential for coaching a fall/spring sport; Mentor Teacher Differential shall also be included in this restriction.

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

- School Athletics Coordination: $1146
- Assistant School Athletics Coordination: $695

Temporary Adviser, Temporary Resource Teacher, responsibility, and all coordinating assignment differentials other than those above will be paid at the rate of $545 per semester (divide by 5 for pay period rate).

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

Coaching and Activity Assignment Rates Per Season or Semester

<table>
<thead>
<tr>
<th>Activity</th>
<th>Rate 3</th>
<th>Rate 4</th>
<th>Rate 5</th>
<th>Rate 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>$841-</td>
<td>$1113</td>
<td>$1384</td>
<td>$1519</td>
<td>$1653</td>
</tr>
</tbody>
</table>

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

- Junior high schools will be limited to Rates 1, 2, - and 3. 4, 5, and 6.
- Senior high schools will be limited to Rates 1, 2, 3, - and 4, 5 and 6.
- Drill Team Sponsor differential will be paid at Rate 3.
- Academic Decathlon Coach at the senior high schools shall be paid at Rate 6 for the Fall semester and, if continued through the Spring, it shall be Rate 4 for Spring.
- Academic Pentathlon Coach at the junior high schools shall be paid at Rate 3.
- That speech, drama, music, yearbook, journalism, and government sponsors be paid at rate 6.
10.5 The following differentials for athletic coaching assignments are paid on a seasonal basis:

<table>
<thead>
<tr>
<th>Sport</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Badminton</td>
<td>2#</td>
</tr>
<tr>
<td>Baseball, Varsity</td>
<td>5</td>
</tr>
<tr>
<td>Baseball, J.V.</td>
<td>4</td>
</tr>
<tr>
<td>Basketball, Varsity, J.V.</td>
<td>6#</td>
</tr>
<tr>
<td>Basketball, Bee, Cee</td>
<td>4#</td>
</tr>
<tr>
<td>Basketball, Women's, Varsity, J.V.</td>
<td>6#</td>
</tr>
<tr>
<td>Cross Country, Varsity, J.V., Fros/Soph, W's</td>
<td>3#</td>
</tr>
<tr>
<td>Football, Varsity (Head and Assistant)</td>
<td>6</td>
</tr>
<tr>
<td>Football, Bee (Head)</td>
<td>5</td>
</tr>
<tr>
<td>Football, Bee (Assistant)</td>
<td>4*</td>
</tr>
<tr>
<td>Football, J.V.</td>
<td>3*</td>
</tr>
<tr>
<td>Golf</td>
<td>3*</td>
</tr>
<tr>
<td>Golf, Women's</td>
<td>3*</td>
</tr>
<tr>
<td>Gymnastics</td>
<td>3</td>
</tr>
<tr>
<td>Gymnastics, Women's</td>
<td>3</td>
</tr>
<tr>
<td>Soccer</td>
<td>3*</td>
</tr>
<tr>
<td>Softball</td>
<td>3</td>
</tr>
<tr>
<td>Softball, J.V.</td>
<td>3</td>
</tr>
<tr>
<td>Swimming, Varsity, J.V., Fros/Soph</td>
<td>3#</td>
</tr>
<tr>
<td>Swimming, Women's, Varsity, Bee, Cee</td>
<td>3*</td>
</tr>
<tr>
<td>Tennis</td>
<td>3</td>
</tr>
<tr>
<td>Tennis, Women's</td>
<td>3</td>
</tr>
<tr>
<td>Track &amp; Field, Varsity, Bee, Cee</td>
<td>6#</td>
</tr>
<tr>
<td>Track &amp; Field, Varsity, Bee, Cee (Assistant)</td>
<td>4</td>
</tr>
<tr>
<td>Track &amp; Field, Women's</td>
<td>5</td>
</tr>
<tr>
<td>Volleyball, Varsity, J.V.</td>
<td>4*</td>
</tr>
<tr>
<td>Volleyball, Women's, Varsity, J.V.</td>
<td>4#</td>
</tr>
<tr>
<td>Waterpolo</td>
<td>2*</td>
</tr>
<tr>
<td>Wrestling</td>
<td>3*</td>
</tr>
</tbody>
</table>

One differential to be used for assistant coach assignment in any sport, or for any Rate 2 coaching assignment.

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

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

10.6 A School Nurse who has qualified as a Specialist School Nurse and is assigned to a health appraisal team shall receive for such service a lump-sum assignment differential of $64 per semester.

10.7 Differential, Driver Safety Lead Instructor will be paid at the rate of $370 per semester.

10.8 Differential, School Librarian will be paid at the rate of $275 per semester.

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