9-1-1983

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 (1983)

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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 (1983)

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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LOS ANGELES UNIFIED SCHOOL DISTRICT
Office of the Superintendent
Public Information Unit

MEMORANDUM NO. 15
January 18, 1984

SUBJECT: FINAL COLLECTIVE BARGAINING AGREEMENT WITH UTLA

Attached is the final agreement ratified between the District and United Teachers-Los Angeles.

Please place one copy of the agreement in a 3-ring notebook or other suitable binding and make it available to members of your staff and the public for their review.

School principals also are requested to advise chairpersons of their advisory council, PTA/PTSA, and other recognized school community groups that the final agreement is now available at the school for their perusal.

For additional copies, please call the Public Information Unit, 625-6766.

For information, please call the Office of Staff Relations, 625-6056.

APPROVED: Harry Handler, Superintendent of Schools

DISTRIBUTION: All Schools and Offices
1983-84 AGREEMENT

LOS ANGELES UNIFIED SCHOOL DISTRICT

and

UNITED TEACHERS-LOS ANGELES
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Article 1 - Recognition

AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of October, 1983, by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the "District," and United Teachers - Los Angeles, which together with its officers and representatives will be referred to in this Agreement as "UTLA." UTLA is affiliated with the California Teachers Association, California Federation of Teachers, National Education Association and the American Federation of Teachers/AFL-CIO. This Agreement is entered into under authority of Government Code Section 3540.1(h).

ARTICLE I

RECOGNITION

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

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

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

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

3.0 "Employee" Defined: Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services.

ARTICLE II

EFFECT OF AGREEMENT

1.0 Effect Upon Negotiations: This Agreement completes negotiations between the District and UTLA for the term hereof and embodies their entire agreement and understanding. By this Agreement, the parties resolve all outstanding bargaining issues between them, and jointly recognize full and complete performance and satisfaction of their bargaining duties. Accordingly, all existing and potential claims arising out of these negotiations are to be withdrawn and/or dismissed, including but not limited to unfair practice charges, grievances or other forms of complaints. However, there shall be negotiations during the term of this Agreement as follows:

a. Limited reopener negotiations and negotiations for a successor agreement, pursuant to Article XXIII, Section 3.0;

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

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

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

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

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

4.0 Separability and Savings: If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such provision as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In such event, the District and UTLA shall upon request of either party within 30 days commence negotiations regarding the means of compliance with such law or decision.

ARTICLE III

DISTRICT RIGHTS

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

2.0 Consultation Rights: Certain of the rights of the District set forth in this Article are subject to the consultation rights of UTLA under Section 3343.2 of the Government Code and this Article is not intended, in any manner, to limit such consultation rights of UTLA.

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

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

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

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

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

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

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

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

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

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

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

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

l. Determine the granting of all contracts of employment and the exclusive right and power to hire, select, assign, and classify employees, subject to Article XIII.
Article III District Rights
Article IV - UTLA Rights

4.0 Effect on Grievance Procedure: The contractual rights of UTLA and the employees are set forth in the other Articles of this Agreement, and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article, except under Section 2.0 hereof. However, nothing in this Article shall prevent the filing of grievances under Articles of this Agreement which have not been excluded from the grievance procedure.

ARTICLE IV

UTLA RIGHTS

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

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

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

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

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

6.0 Released Time at UTLA Expense: UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to 20 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Staff Relations and UTLA for resolution. For the purpose of easing administration of this provision, UTLA will reimburse the District at the rate of $65.00 per day for substitutes and $100.00 per day for replacement teachers, and will take such time in increments of not less than one-half day.

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

8.0 UTLA Chapter Chairpersons: At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chairperson. The Chapter Chairperson shall be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

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

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

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

d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday, in order to avoid conflict with UTLA meetings, except (1) in compelling circumstances, or (2) when a majority of the affected employees consent, or (3) during back-to-school and open house weeks. Observance of each of the latter events shall be confined to a one-week period of time District-wide.
Article IV - UTLA Rights

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

f. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement;

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

h. Have the right to propose agenda items for faculty meetings and to make appropriate brief announcements at such meetings.

8.1 Released time from non-instructional duties may be provided to a Chapter Chairperson under the following conditions: a secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chairperson, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chairperson should be approved. The proposed plan is to provide for the Chapter Chairperson to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties as referred to above are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties. A majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority of the staff requests a new election, or unless a new Chapter Chairperson is designated. This released time may not be made available in emergency situations.

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

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

b. Chapter Chairperson to have the right to consult with the administrator;

c. If document requires a faculty signature, principal may determine who is to sign;

d. The Chapter Chairperson shall then have the right to submit his or her written position, dissent, or comments to the principal, who shall forward it to the appropriate office along with the official document.

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

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

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

ARTICLE V

GRIEVANCE PROCEDURE

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

a. An employee;

b. UTLA on behalf of an employee with written approval of the involved employee(s); or

c. UTLA on its own behalf. This type of grievance is limited to violations of Article IV, UTLA Rights.

1.1 All matters and disputes which do not fall within the above definition of a grievance are excluded from this procedure, including but not limited to those matters for which other methods of adjustment are provided, such as reductions in force and dismissals. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination) are to be handled under appropriate statutory procedures rather than under this grievance procedure. Those examination references which are deemed by the District as being open and non-confidential are not subject to this grievance procedure, except in circumstances where the examination reference is based upon the same period of time as a previous evaluation but is significantly different from that evaluation. In such cases, if there is not a reasonable explanation for the difference, the reference may be ordered stricken.

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

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

1.4 Unless the parties mutually agree to the contrary, the filing or pendency of a grievance shall not delay or interfere with any District action while the grievance is being processed.

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

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

2.1 When a grievant is not represented by UTLA, the District shall not agree to a final resolution of the grievance until UTLA has received a copy of the grievance, been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter.

3.0 Released Time For Employees and UTLA Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting is scheduled during duty hours, reasonable employee release time, including necessary travel time, without loss of salary and with mileage reimbursement, will be provided to the grievant, to a UTLA representative if one is to be present, and to any witness who attends by mutual agreement. For arbitration hearings the grievant, arbitration panel representatives and witnesses as required shall be afforded released time and mileage.

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

5.0 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

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

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

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or UTLA knew or reasonably should have known of the occurrence of the facts upon which the grievance is based,* the grievance must be presented in writing to the immediate administrator, using the UTLA-District Grievance form, stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated, and the remedy sought. If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority. A meeting between the grievant and the immediate administrator shall take place within five (5) days from presentation of the grievance, and the administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Step One.

9.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the appropriate Superintendent, Division Head or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter, and the administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Step One.

10.0 Step Three: If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, present the written grievance to the Deputy Superintendent or designee. If the Deputy Superintendent desires, a meeting may take place within five (5) days from receipt of the grievance. The Deputy Superintendent shall reply in writing to the grievant within five (5) days after the meeting, or if no meeting is held, within five (5) days after receipt of the grievance. The receipt of such reply will terminate Step Three.

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

* For example, the time limit for filing a grievance relating to a transfer begins to run when the employee receives written notice of the transfer order.
12.0 Selection of Arbitrator: Within five (5) days of receipt of the request for arbitration, UTLA and the Office of Staff Relations shall meet to select an arbitrator to serve as Chairperson of the arbitration panel. The arbitrator shall be jointly selected by UTLA and the District, or shall be selected from the following list by alternatively striking names until one remains. UTLA and the District may by mutual written agreement revise the list.

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

If the arbitrator selected indicates that he or she cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty (60) days. Once selected, the arbitrator shall serve as the Chairperson of a three-member arbitration panel, with the other two members to be appointed directly by the District and UTLA respectively. All decisions and rulings will be made by majority decision of the panel.

13.0 Optional Preliminary Hearing on Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, untimeliness, matter beyond scope of procedure, or breach of confidentiality provisions) the District may cause its claim to be heard and ruled upon by the panel prior to a hearing, on the merits. If the District plans to invoke this separate preliminary hearing it shall so advise UTLA prior to selection of the arbitrator. Immediately after selection for the preliminary hearing, either UTLA or the District may require that a different arbitrator be selected to hear the merits.

There shall be at least fifteen (15) days between the panel's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District, and if not utilized, the District shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives UTLA ten (10) days' notice of its intention to do so. Moreover, both UTLA and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

14.0 Scheduling Hearings and Decisions: A hearing shall be scheduled within sixty (60) days from selection of the arbitrator, but shall not be scheduled during the summer except by mutual agreement, or except in cases where the grievant is assigned to a year-round school or
Article V - Grievances

facility. The decision shall be issued within thirty (30) days after final submission of the case.

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

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

17.0 Conduct Of Hearings: Hearings shall be conducted in accordance with the procedures contained in Government Code Section 11513. Hearing sessions shall be private with attendance limited to the panel, the parties' representatives, and witnesses as scheduled. In cases involving administrative transfers, evaluations of Below Standard Performance, issuance of Notices of Unsatisfactory Service or Act, or critical material which has been placed in an employee's file under Article X, Section 10.0, the District shall proceed first in providing evidence.

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

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

19.1 Except as provided above, a final and binding award which determined the merits of a dispute shall be conclusive on the grievant(s), the District and UTLA in any subsequent proceedings, including disciplinary and termination proceedings.
Article V - Grievances

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

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

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

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

23.0 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.

ARTICLE VI

WORK STOPPAGE

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

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

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

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

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ARTICLE VII
NON-DISCRIMINATION

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

ARTICLE VIII
DUES DEDUCTIONS

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

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

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

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

4.0 UTLA Credit Union Deductions: Upon appropriate written authorization of an employee, the District shall deduct from the salary of the employee and make appropriate remittance for the UTLA credit union.

ARTICLE IX
HOURS OF WORK

1.0 General Workday Provisions: It is agreed that the professional duties of each employee require both on-site and off-site hours of work, that the varying nature of such professional duties does not lend itself to a total maximum daily work time of definite or uniform length, and that such duties are normally expected to involve no fewer than eight hours of total effort each workday.
Article IX - Hours

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

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

3.1 Full-time elementary classroom teachers, including Special Education teachers, shall report to work each day no later than thirty (30) minutes before the first class or other assignment begins in order to open and organize the classroom and be prepared for the class to begin. All such teachers shall remain on site at least thirty (30) minutes after the normal full pupil day for grade 6 (5 hours of classroom instruction time for pupils) in order to perform part of the additional professional duties described in Section 4.0 below.

3.2 Full-time Children's Center teachers are to have a daily on-site obligation of eight (8) hours, although it is understood that split shifts are permitted. All openings of four hours or more are to be posted, with preference to be given to part-time contract employees at the site who wish to increase their hours, and second preference to be given to part-time contract employees from another site who wish to increase their hours. Also it is understood that assignments need not be limited to one location.

3.3 Secondary classroom teachers and adult education employees shall be at their assigned duty station at least ten (10) minutes before the first daily class or other assignment begins and shall remain at their assigned duty station at least ten (10) minutes after the last class or other scheduled period of work ends. For full-time secondary classroom teachers the daily instructional time shall be six (6) hours, including passing periods and the preparation period but not including lunch and nutrition periods.

3.4 All classroom teachers shall also remain on-site beyond the minimum on-site hours as reasonably necessary to perform duties described in Section 4.0 below.

3.5 All non-classroom teachers, including but not limited to nurses, counselors, psychologists, advisors, and those whose classroom teaching assignment is fewer than three periods per day in secondary or less than half time in elementary, are to have a daily scheduled on-site obligation of eight (8) hours, exclusive of the duty-free lunch period, or as many on-site hours as are, in the reasonable discretion of the immediate administrator, necessary to perform the duties associated with their assignments as well as the duties described in Section 4.0 below. Librarians shall have a scheduled minimum on-site obligation which shall be of sufficient duration that they can personally keep the library open to students at least one-half hour before and after the normal full pupil day for the school.
3.6 The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil free days, and is also to be observed on minimum days and shortened days unless early dismissal of staff is authorized by the immediate administrator.

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

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

4.2 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than an average of five (5) such meetings per school month, except as provided herein. Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. These meetings should not, except in special circumstances or emergencies, exceed one hour in duration. Agendas for faculty meetings are to be distributed at least one day in advance, and employees shall be permitted to propose agenda items. Employees shall be permitted to participate in discussions during the meetings. If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed.

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

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

7.0 Elementary Preparation Period: All times within the minimum on-site obligation excluding normally scheduled classroom teaching time, the duty-free portion of the lunch period, and assigned pupil supervision time, shall be deemed preparation time for elementary classroom teachers. Preparation time shall be used for professional duties including preparation for class and conferences with parents, students, and staff, and shall not be used for supervisory or classroom teaching functions except as reasonably needed.

7.1 If a Children's Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period.

8.0 Additional Special Education Non-Classroom Time: Resource Specialists and EH & EMR special day class teachers have supervisory responsibility for each child's total instructional program throughout each school day, and none has a right to more than the above-specified preparation time. The aggregate or composite of the individual IEP's is the primary determinant of such teacher's daily schedules. However, consistent with such responsibilities and IEP requirements, the District shall make a reasonable effort to integrate the students into regular classes in such a way as to permit such teachers a possible expanded period of time for purposes of counseling, assisting regular program teachers, and preparation/conference. Such time, if provided, is to be in addition to the time specified in Sections 6.0 and 7.0 above. Administrators shall make a reasonable effort to schedule a number of shortened days to accommodate some of the IEP conferences which special education teachers attend.

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

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

a. A basis: From July 1 to June 30, inclusive. Employees assigned on the A basis may be placed by the District on unpaid leaves of absence from service not to exceed five days during a school year. For the school year 1983-84, the A basis encompasses 13.05 pay periods of 261 assigned days of which 229 or 231 are actual working days contingent upon an earned vacation rate of 18 or 20 days per school year.

b. B basis: 217 days, excluding Saturdays and Sundays but including legal and school holidays occurring during the period of assigned time, as designated by the District, such assignment to encompass the period from the first day of the fall semester to the last day of the spring semester, inclusive, except that the 217 days of assignment for nonclassroom employees in year-round schools may occur at any time from July 1 to June 30, inclusive. Employees assigned on the B basis may be placed by the District on unpaid leaves of absence from service not to exceed two days during a school year. For the school year 1983-84, the B basis encompasses 10.85 pay periods of 217 assigned days of which 194 are actual working days.

c. C basis: From the first day of the Fall semester to the last day of the Spring semester, inclusive, except that the 200 days of assignment for nonclassroom employees in year-round schools may occur at any time from July 1 to June 30, inclusive. For the school year 1983-84, the C basis encompasses 10 pay periods of 200 assigned days of which 179 are actual working days. Regular K-12 schools shall hold a pupil-free day on the first school day of the first semester and a pupil-free day on either the first or the last day of the second semester. Provided, however, that the 175 pupil attendance days required by State law must be met, even if it means cancellation of the pupil-free day for the second semester.

d. K basis: 210 days excluding Saturdays and Sundays but including legal and school holidays occurring during the period of assigned time, as designated by the District, such assignment to encompass the period from the first day of the Fall semester to the last day of the Spring semester, inclusive, except that the 210 days of assignment for nonclassroom employees in year-round schools may occur at any time from July 1 to June 30, inclusive. 10.5 pay periods of 210 assigned days of which 187 are actual working days.
Article IX - Hours

e. M basis: From July 1 to June 30, inclusive, or portions thereof, in accordance with the contract of employment of the employee while on limited contract in categorically funded programs. The number of pay periods, assigned days, and actual work days for M basis varies with the contract of employment of the employee.

f. S basis: 200 days from July 1 through June 30 commensurate with C basis, but flexible as to the days assigned, such assigned time to include the equivalent of winter and spring recess, pupil-free days and other legal and school holidays applicable to C basis employees. Equivalent salary will be paid on an annualized basis on each school month pay day. For the school year 1983-84, the S basis encompasses 10 pay periods of 200 assigned days over 13.05 pay periods of which 179 are actual working days. Applicable only to employees serving in year-round schools.

g. T basis: 1200 hours from July 1 through June 30, for certificated personnel serving in certain year-round schools as designated by the District. The normal full-time assignment for compensation purposes pursuant to Article XIV, Section 1.1 of the District/UTLA Agreement shall be 6.5 hours per working day for positions which are assigned to the T basis as determined by the District and are in classifications which are indicated in Section 1.1 as 6 hours. Adjustment factors shall be applied as necessary so that the annual assignment includes net working hours and paid non-working hours commensurate with the C assignment basis for six-hour positions. There shall be one pupil-free day per year, and such minimum days as are authorized by the Superintendent. Equivalent salary will be paid on an annualized basis.

h. U basis: 1600 hours from July 1 through June 30, for certificated personnel serving in certain year-round schools as designated by the District. The normal full-time assignment for compensation purposes pursuant to Article XIV, Section 1.1 of the District/UTLA Agreement shall be 8.7 hours per working day for positions that are assigned to the U basis as determined by the District and are in classifications which are indicated in Section 1.1 as 8 hours. Adjustment factors shall be applied as necessary so that the annual assignment includes net working hours and paid non-working hours commensurate with the C assignment basis for eight-hour positions. Equivalent salary will be paid on an annualized basis.
Article IX - Hours

i. **X basis:** Periods of assignment, as needed, not otherwise defined in this Rule, including assignments in substitute, temporary, and relief status.

j. **Z basis:** The period between the ending date of an employee's assignment basis in one school year and the beginning date of the regular basis for the following school year, or the intersession periods for year-round school employees. Restricted to employees having regular status in other than A basis positions.

The above bases of assignment are subject to review and possible change due to potential conflict with the SB 813 mandate to offer the same instructional time as was offered in 1982-83.

11.0 Year Round Schools

a. Teachers assigned to year round schools are normally to be on either "B" basis of 217 days, or an "S" or "C" basis of 200 days. 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 to fill the opening by June 20. The site administrator shall consult with the teaching staff regarding the selection of teachers for such extended assignments, and shall make a reasonable effort to distribute such opportunities equitably among the staff over a period of years, consistent with educational program needs.

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

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

d. The District shall also make a reasonable attempt to accommodate the special needs of year round teachers for adequate storage space for instructional supplies and for assistance in moving the supplies and equipment of "roving" teachers.

e. By March 1, the District shall give notice to affected teachers regarding any July 1 change in the school's work year (i.e. from regular to year-round or vice versa, or from one year-round system to another).
12.0 In-Service Training for Nurses: The District shall provide an in-service training program, or permit attendance at an accredited institution in order to help nurses meet their licensing renewal requirements. Such a program will be partially on a released time basis and partially after-hours.

ARTICLE X
EVALUATION AND DISCIPLINE

1.0 Purpose: The purpose of these procedures is to evaluate employee performance, impose discipline where appropriate and continue to improve the quality of educational services provided by employees.

2.0 Evaluator: The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility. If any bargaining unit employee, including but not limited to a department chairperson, objects to being required to evaluate another employee, he or she shall not be required to do so, but can be required to participate in classroom visitations, guidance and assistance.

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

4.0 Establishment of Objectives: Soon after commencement of the academic year the evaluator and employee shall work cooperatively to establish the employee's objectives for the year. This shall be accomplished through one or more planning conferences to discuss proposed objectives.
4.1 Individual performance objectives shall relate to, but not necessarily be limited to, the following:

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

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

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

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

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

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

4.3 During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification. If the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level as set forth in the preceding paragraph.
5.0 Observations, Records, and Assistance: Observations should be followed by conferences to discuss the employee's performance. If problems are identified, the evaluator shall make specific written recommendations for improvement, and offer appropriate counseling and assistance. A copy of written records relating to observations, advisory conferences and assistance offered or given, shall be given to the employee as soon as possible for his or her information, guidance, and as a warning to improve his or her performance.

6.0 Final Evaluation Report: On or before May 10 of each school year, or in no instance less than 30 calendar days prior to the end of the school year, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward objectives is evaluated. Prior to the end of the school year the evaluator shall hold a conference with the employee to discuss its contents. When a Final Evaluation Report is marked "Below Standard Performance," the evaluator shall specifically describe in writing the area of below standard performance, together with recommendations for improvement, and the assistance given and to be given.

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

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

6.3 Evaluations are not subject to the grievance procedures of Article V, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, and no reasonable explanation for that disparity, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard.

7.0 Inadequate Service by Substitutes: The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten (10) working days after the date(s) of service, with a copy to the employee. Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations.
8.0 Evaluation of Substitutes: Substitutes who are continuously assigned to the same location for an extended period (more than 20 consecutive working days) shall be evaluated not less than once each semester by the site administrator at the end of the assignment. Such evaluations do not involve the establishment of specific objectives as in the case of regular teachers, but are to rate preparation, skills, competence, personal qualities, and overall performance, together with recommendations for improving services. Observations, records, and assistance as provided in Section 5.0 shall be applicable.

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

8.2 Evaluation of Limited Term Personnel: Limited term personnel, such as non-tenured Adult Education teachers, are subject to evaluation at any time; however, a teacher shall have the right to be evaluated upon request at the end of his or her assignment.

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

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

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

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

10.0 Evaluation Request Upon Separation of Employment: If either the administrator or employee wish to process an evaluation at the time of the employee's separation from employment, it shall be done and a copy furnished the employee at his address of record. This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two (2) weeks prior to the effective date.

11.0 Notices of Unsatisfactory Service or Act, and Suspensions

a. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen (15) working days, as authorized by SB 813. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetency, the observation, records and assistance provisions of Section 5.0 apply.

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

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

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

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

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Article X - Evaluation and Discipline
Article XI - Transfers

f. Notices of Unsatisfactory Service or Act are grievable under Article V. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, he or she must within three days (as defined in Article V, Section 6.0) of receipt of the form, deliver a notice of appeal to the office of the Region or Division Superintendent. Within three (3) days after receipt of the employee's notice of appeal, the Region or Division Superintendent (or designee) shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two (2) days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the District in writing of its intention. UTLA and the District shall then within five (5) days select an arbitrator, and the dispute will then be calendared for expedited arbitration pursuant to Article V, Section 15.0. If at any of the above steps the employee or UTLA does not appeal as provided above, the discipline shall be considered final.

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

ARTICLE XI
TRANSFERS

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

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

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

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

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 Districtwide.

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 administratively transferred to other schools pursuant to Article XI, Section 2.0.

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 administratively transferred to the magnet school location pursuant to Article XI, Section 2.0.

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

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

a. The local school administrator shall reasonably determine whether and in what program/subject(s) the over-teachered condition exists and shall inform the faculty of the number of positions being eliminated.

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

c. In elementary schools and programs such as Children's Centers, DCH, and ungraded programs, all teachers in the program at the site shall be deemed a single group for displacement purposes. In secondary schools, displacement shall be by program/subject field and the program or subject field in which a teacher is considered for displacement purposes shall be the one in which he/she has taught for the major portion of teaching time during the employee's most recent six semesters of regular classroom teacher experience. Within the above categories of employment, when there is an over-teachered condition, the teacher with the least District seniority (see Section 6.2 below) will be displaced unless the immediate administrator reasonably determines at his or her discretion that such teacher possesses special instructional skills or qualifications needed by the pupils and the educational program at the school and not possessed by another teacher available to fill the need. In a secondary school or program, if the least senior teacher in the over-teachered subject field has at least ten years of District seniority, he or she shall be permitted, upon request, to change subject fields and thereby cause the displacement of another teacher in the other subject field who has at least five years less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:

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

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

(3) Passes the District's examination in the second subject field, if he or she has been requested to do so by the site administrator.

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

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

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

g. Bilingual teachers teaching in District-approved bilingual or secondary ESL programs are exempted from displacement. A bilingual teacher is one who possesses a Certificate of Competence or appropriate bilingual credential, or in the alternative has passed
the District language fluency examination at the "A" Level (high level of proficiency in conversation, reading and writing), the "B" Level (high level in conversation, satisfactory in reading and writing), or "C" Level (satisfactory competence in conversation only). To be considered as teaching in a bilingual or ESL program, the teacher must:

(1) Use a language other than English for the majority of the teaching day to help non- and limited-English speakers develop the speaking, reading, and writing skills of English in a planned program of classroom instruction; or

(2) Use a language other than English for a majority of the teaching day as a medium of instruction for all or part of the curriculum for the same pupil population in a planned program of classroom instruction that includes a study of the history and culture associated with the two or more languages; or

(3) As a secondary teacher, be qualified to teach English-As-A-Second Language, and currently be teaching NEP/LEP students for a minimum of three periods per day.

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

i. Part-time contract employees described in Article XIII, Section 1.3 (as distinguished from teachers on Half-time Leave and Reduced Workload Leave) shall have no transfer rights. In regard to displacement: Such teachers shall have no seniority rights and they shall be retained at a school where a full-time teacher is displaced only when the part-time teacher possesses special instructional skills or qualifications needed by the pupils and the educational program in the school not possessed by a teacher who would be available to fill the need.

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

6.2 District Seniority number: The seniority number for each employee includes a six digit number representing the year, month and day (660912 = September 12, 1966) on which the employee began probationary employment. The date of probationary employment shall be the actual beginning date of the probationary assignment and not any date of a substitute or temporary assignment which was later deemed to be probationary service for purposes of acquiring permanent status. Each number is followed by a five digit random number. Such random number consists of the last four digits of the employee's Social Security number reversed followed by the sum of the two preceding numbers. When such sum is two digits, the second digit is used. The combination of the date number and random number provides the seniority number. When comparing two employees with the same employment date, the employee with the smaller employment number is deemed to be the senior.
Article XI - Transfers

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

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

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

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

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

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

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

8.1 Hardship Appeals: The hardship appeal procedure is for the purpose of resolving written hardship claims filed by employees. The District and UTLA shall jointly select and retain a professional hearing officer who shall be a member of the American Arbitration Association's Labor Panel and who shall be compensated by the District and UTLA equally. UTLA and the District shall each designate a representative to assist in the hardship appeal process. The hearing officer and the respective appointed representatives will serve as members of the Hard­ship, Appeal Panel which shall be chaired by the hearing officer.
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8.2 The panel shall have responsibility for evaluating the claim of each teacher who files a written declaration of hardship. Based upon this evaluation, the panel will have the authority to approve or deny a request for exemption from a particular mandatory transfer or to convene a hearing. At the conclusion of any review or hearing, the panel shall file its decision as soon as possible. The hearing officer shall subsequently prepare a written report of findings, conclusions, and the decision. The decision shall be final and not subject to further appeal or to the grievance procedures of Article V. The Personnel Division shall make assignments based upon the decision of the Panel and shall notify employees regarding such assignments. Employees are required to report to the location to which assigned or reassigned pending final disposition of the hardship claim by the Hardship Panel and the Personnel Division.

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

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

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

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

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

c. A review of all medical data shall be conducted by the Employee Health Panel including, where necessary data provided through additional medical examination, consultation, and evaluation of the applicant.

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

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

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

g. If an appeal is filed, there shall be a hearing and decision by the Medical Appeal Panel as indicated above.

h. There will be an adjustment of the applicant's assignment where deemed necessary by the Personnel Division. Adjustment means assignment to a location consistent with the reason for which the exemption was granted.

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

9.0 Employee Initiated Transfers - Employees Time-reported from Central or Regional Locations: Any permanent support services employee assigned from the Central Office, Regional Office, Service Center, Nursing Services Area or Driver Education Section who has served in paid status for at least 130 days each year for three consecutive years at the same location from which transfer is sought may apply for a transfer.
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9.1 A limit of two locations may be requested. Applications shall be submitted on a District form which shall be available at each location. Applications shall be signed by the employee's immediate administrator and filed with the appropriate office. All applications shall be filed prior to a closing date to be announced each year. All applications shall be valid for one year only unless withdrawn, changed, or renewed by the applicant. Changes to the application may only be made once each year.

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

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

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

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

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

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

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

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

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10.0 Employee Initiated Transfers - Children's Centers: A Permanent or a probationary employee in the third year of probationary service shall be eligible to apply for a transfer. Transfer applications may be made to any Children's Center in the District. A limit of four Centers may be requested listed in priority order. Applications will be submitted on forms available at each Center, and must be filed a minimum of 30 days before desired date of transfer. These applications may be submitted at any time during the year, and shall be valid for one calendar year.

10.1 Applications shall be acknowledged by the immediate Administrator and filed at the Children's Center Personnel Office.

10.2 A master up-to-date list of anticipated vacancies will be compiled by the Children's Center Personnel Office and posted in each Children's Center quarterly prior to July 1, October 1, January 1 and April 1.

10.3 When a vacancy occurs and has been listed, the immediate administrator shall invite applicants who have requested a transfer to the Center to make an appointment within ten days for an interview.

10.4 The Center Supervisor shall keep a record of all interviews when an employee has been selected from the transfer list, and notify each applicant of the decision. This information shall be kept on file at the Center office. A teacher not selected will be provided, upon request within ten days, with the reasons for the selection made.

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

12.0 Return Rights—Mandatory Integration K-12 Program:

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

12.2 Eligible teachers who desire a transfer for September of the school year shall submit an application on a District form to the designated office on or before the close of an application period designated by the Personnel Division. An applicant must request transfer to two administrative regions and may request transfer to one additional administrative region. The teacher may also designate up to five preferred school locations within the selected areas(s).
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12.3 Teachers eligible for transfer may defer transfer for up to three years without loss of transfer rights under this Section.

12.4 The District shall establish for each region a list of schools with known "open positions." An open position shall be defined as:

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

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

c. A position which is unfilled.

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

e. A position currently occupied by a substitute teacher except for positions held at the location for teachers on sabbatical, pregnancy, industrial or illness leave of one year or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.0 Return Rights of Certain Other Teachers:

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

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

(a) his/her credential permits
(b) he/she has some teaching experience in the subject during the preceding six semesters, and
(c) the site administrator reasonably concludes that such a return is in the best interest of the educational program.

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

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

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

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

Program:

14.1 Teachers with permanent or continuing status may apply for transfer under this section if either (a) he or she has, for at least eight consecutive years immediately preceding the proposed date of transfer, served at one or more locations currently designated as a Chapter I or Urban Impact I School, or (b), he or she has, for at least four consecutive years immediately preceding the proposed date of transfer, served at a location not currently designated as Chapter I or Urban Impact I but is willing to transfer to a Chapter I or Urban Impact I school. For the purposes of this section, a year is defined as 134 days of service. Time spent on formal leaves shall not count as time served, but shall not constitute a break in service.

14.2 Applications must be filed at an office and a time designated by the District by approximately April 1 on a form provided by the District. Applications shall be valid for one school year only (July 1 - June 30).

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

14.4 A Continuous Service Ranked Eligible List will be established by May 15 each year for each of the two categories identified in 14.1 above. Eligibility rank will be based solely on years of continuous service at qualifying locations as defined in 14.1 of this Section, with District seniority used to break ties. Applicants will be considered for transfer in rank order from each of the two lists. However, eligibility rank is subject to revision to comply with Section 1.2 of this Article.

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

14.6 The District shall establish and post in a conspicuous place in each Certificated Personnel Office by May 15 a list of schools with "known open positions" as defined in Section 12.4 above.

14.7 Through June 1, interviews for positions are optional and may be initiated by applicants (who are placed on a Continuous Service Ranked Eligible List), by principals, or by the Personnel Division. Applicants on the Ranked Eligible Lists shall be assigned by the District to one of the Regions designated in the applications for purposes of interview and assignment.
14.8 Between June 1-15 applicants on the Continuous Service Ranked Eligible Lists who have not been placed by June 1, shall be assigned by the District ("must place") to a school in one of the Regions specified in the application. Where necessary, displacements of contract waiver teachers (XI, 7.1) will be made to accommodate applicants on the two Continuous Service Ranked Eligible Lists, except at EIS locations. All placements and displacements shall conform to the requirements of Sections 12.10 and 12.11, a and c above, including the "match" requirements.

14.9 If an applicant refuses an offer of assignment, the application will be voided for that school year.

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

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

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

16.0 Transfer Assignment Priority: Except where otherwise provided in the Agreement, teachers shall be transferred to schools with known vacant positions (Article XI, Section 12.4) for which they are qualified by credential, subject field(s), grade level (K-6) and skills, in the following group order of priority:

a. Teachers with return rights based upon voluntary teacher integration transfers (Appendix B, Section 4.3b) and the original voluntary bilingual transfer program (Appendix D, Section 11.0); teachers with return rights based upon 1977 and later mandatory staff integration (Article XI, Section 12.0); teachers covered by medical or hardship exemption (Article XI, Section 8.0) and guaranteed Continuous Service Transferees (Article XI, Section 14.0).

b. Certain teachers with return rights limited to:

(1) Those teachers displaced between the end of one semester and the beginning of the next semester, (Article XI, Section 13.0 (1)),

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

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

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

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

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

g. Teachers newly hired.

16.1 Nothing in this Transfer Assignment Priority Section (16.0 et seq.) is intended to supersede or amend other transfer provisions of the Agreement, except where there is a conflict, in which case this section shall prevail.

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

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

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

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

17.0 School Closures, Reconfigurations, Boundary Changes and Other Actions Which Result in Movement of Groups of Students:

a. The District shall, in its discretion or pursuant to court order, determine from time to time the capacity of each school, determine school attendance boundaries and grade level alignments/reconfigurations, determine which students and grades are to be assigned and reassigned to which schools, and determine which schools are to be closed; such determinations are not subject to the grievance procedures of Article V. The intention of this Section is to provide principles and rules to deal with the effects of District decisions to move students as a group from one school site to another. Teachers are to be transferred, as provided hereinafter, so as to correspond to the movement of students and the special needs of students.

b. The administrators of the related sending and receiving schools shall, in consultation with one another, proceed to develop their respective enrollment projections and Master Programs for the upcoming school year, taking into account the movement of students contemplated by this Section, and determine the number and type of teachers needed at each location. It is understood that a given junior high or middle school may at the same time be deemed both a sending and receiving school with the possibility of some teachers being transferred to accompany outgoing students at the same time that other teachers are being transferred in along with incoming students or to fill openings. Any necessary transfers of teachers will be effectuated between the senior high schools and the related junior high/middle schools, and then between the junior high/middle schools and the related elementary schools.

c. A proportionate number of teachers (based upon staffing norms) from each sending school are to accompany the students to the receiving school(s). These teachers are not to be displaced for the first semester after transfer. Also, where LEP students are transferred a proportional number of bilingual teachers shall be transferred with the LEP students to the receiving school, so as to maintain the existing level of bilingual services. Proportional number means the approximate ratio of bilingual teachers (as defined in Article XI-A Section 3.0) to affected LEP students as existed at the sending school prior to transfer of the LEP students. However, bilingual volunteers will be sought first from the sending schools, before requiring such an involuntary transfer.
Article XI - Transfers

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

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

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

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

(4) No teacher transfer may occur where it would adversely affect the faculty racial and ethnic balance in a school. All assignments shall be made in accordance with the credential authorization laws of California.

e. After the above staffing procedures have been exhausted, if an over-teachered condition exists, then the displacement procedures of Section 6.0 shall be applied. However, those teachers who were transferred into a receiving school to accompany groups of students shall be exempt from displacement for the first semester of transfer. Thereafter, teachers assigned to receiving schools from affected school(s) shall be considered part of the regular faculty of the receiving school, and subject to all terms and conditions which apply to the faculty at the receiving school.

f. If the reassignment of students from affected schools to receiving schools fails to generate a sufficient number of openings to absorb all volunteers from the affected school(s), the District shall make a reasonable effort to place such excess teacher(s) within the administrative region of the affected or receiving school(s) prior to placing the teacher on the District-Wide Transfer list. However, should an additional vacancy occur at the receiving school by the end of the fourth week of the following semester, volunteers from the affected school(s) shall be assigned to the vacancy pursuant to the procedures set forth in Section 13.0 a. (2) of this Article.
Article XI - Transfers

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

18.1 Teachers not assigned to a year-round school may apply for voluntary transfer into the year round program by completing the District's application form. Such applicants will be considered for administrative transfer (Article XI, Section 2.0) into openings in the year round program. However, among such applicants first consideration will be given to those applicants who have a priority for openings pursuant to Article XI, Section 14.0.

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

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

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ARTICLE XI-A

URBAN CLASSROOM TEACHER PROGRAM (UCTP)
BILINGUAL CLASSROOM TEACHER PROGRAM (BCTP)

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

2.0 Selection of Schools: The District will designate the UCTP/BCTP schools and reserves the right to determine the number and identity of participating schools. To be eligible for BCTP participation, the schools must have bilingual teachers, bilingual programs and LEP pupils as defined below. District selection of the number or location of UCTP/BCTP schools is excluded from the Grievance Procedure (Article V).

3.0 Eligibility for BCTP: Eligibility for the Bilingual Classroom Teacher Program shall be restricted to bilingual employees serving in full-time contract status in any teacher classification and who meet the following requirements:

a. Apply for the BCTP.

b. Provide the District prior to service in the BCTP with evidence that he or she has been awarded:

(1) A Bilingual/Cross Cultural Specialist Credential, or

(2) A Multiple Subject Credential with Bilingual/Cross Cultural Emphasis, or

(3) A Single Subject Credential with Bilingual/Cross Cultural Emphasis, or

(4) A Bilingual Certificate of Competence, or

(5) An Emergency Bilingual/Cross Cultural Credential, or

(6) A-level fluency on a District examination.

c. Be selected by the BCTP School principal.

d. Participate at least 50 percent of his or her time (three periods in secondary schools) in a District-approved LAI Plan program with a sufficient number of BINL-identified LEP students.

e. Agree to additional duties, hours and responsibilities (see Section 6.0 below).
Article XI-A - UCTP and BCTP

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

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

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

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

c. Selection of staff to fill UCTP/BCTP openings shall be based upon principals' review of applications and such interviews by principals and/or other school staff members as are deemed necessary by the principal. Personnel selected by the District shall be administratively transferred to the UCTP/BCTP location pursuant to Article XI, Section 2.0.

d. An eligible contract teacher who applies for and is transferred to a District-designated UCTP/BCTP location is guaranteed right of return to the Certificated Personnel Office to which the teacher was assigned at the time of transfer effective the September following completion of three (3) full school years of service at the same UCTP/BCTP location. Return rights may be deferred to September (only) of the two (2) school years following the original right of return date. Time spent on formal leaves of absence shall not be counted toward the three (3) year service requirement for return rights except for formal leaves specified in Section 4.4, Appendix B, of this Agreement.

e. Should the District discontinue the UCTP/BCTP Program, eligible teachers assigned under Section 8.0 will be granted return rights specified in Paragraph 8.0(d) above effective the September following such discontinuance. Should a schools designation as UCTP/BCTP be discontinued by the District, eligible teachers assigned under Section 8.0 may apply for placement at another UCTP/BCTP site or request return rights specified in Paragraph 8.0(d) above effective the September following such discontinuance. Return rights under this paragraph do not require three (3) years of UCTP/BCTP service.
Article XI-A - UCPT and BCTP

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

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

   (1) Tutoring students;
   (2) Performing attendance duties such as truancy followups;
   (3) Counseling students;
   (4) Conduct additional periodic parent conferences including school-wide parent conference programs.

b. Conduct special homeroom or guidance room;

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

d. Perform additional supervision duties;

e. Sponsor additional student activities;

f. Attend additional staff development meetings;

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

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

i. Develop necessary instructional materials;
Article XI-A - UCTP and BCTP

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

k. Accept additional coordinator and coaching duties;

l. Conduct elective school club activities.

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

7.0 Differential Payments:

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

b. Bilingual Classroom Teachers who possess credentials described in Section 3.0b, (1)-(5) above and meet other program requirements specified in this Article shall receive lump-sum salary differential payment of $1,000 per semester. Bilingual Classroom Teachers who possess fluency described in Section 3.0b, (6) above and meet other program requirements shall receive a lump-sum salary differential payment of $500 per semester.

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

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

8.0 BCTP Substitute Teachers: Every effort will be made to fill each BCTP position with a bilingual contract teacher. Substitute teachers are not eligible to apply for the BCTP prior to the opening of school. However, substitute teachers who qualify as Extended Substitutes pursuant to Article XIX, Section 4.0 shall be eligible to participate in the BCTP provided they meet all of the other conditions required of regular teachers.

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

No substitute or contract teacher serving in a pool shall receive the BCTP salary differential unless the teacher meets all other requirements of this section.
9.0 UCTP Substitute Teachers: Substitute teachers who qualify as Extended Substitutes pursuant to Article XIX, Section 4.0 shall be eligible to participate in the UCTP provided they meet all of the other conditions required of regular teachers.

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

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

10.0 Previous Voluntary Bilingual and Secondary ESL Transfer Program: The previous contract contained such a program, but it has largely been supplanted by the BCTP. However, participants in that previous program shall retain their return rights (See Article XI, Section 14.0 a). Also, the bilingual exemption from displacement shall be continued, as provided in Article XI, Section 6.01.
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 (20) 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 he or she 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 a leave of one calendar year or less for illness, industrial injury, reduced workload, pregnancy, exchange or sabbatical, and also for any leave in which the employee is replaced by a day-to-day substitute, will be returned to the location from which the leave was taken except that the employee may be transferred pursuant to Article XI, Transfers, if such a transfer would have been made if the employee had been on duty. Employees returning from all other leaves of 100 or more consecutive working days of the employee's assignment shall be subject to transfer under 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.
Article XII - Leaves

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 leaves of absences not to exceed five (5) days shall be submitted for approval to the immediate administrator. Applications for informal permissive leaves of absence in excess of five (5) days shall be made to the immediate administrator and must be approved by the appropriate Assistant Superintendent.

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: Except in the case of illness or industrial injury leave, or as otherwise provided in this Article, two calendar months before the expiration of a leave for one semester or more, the employee must, upon reasonable notice from the District, notify the Personnel Office of his or her 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.

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 provided acceptable proof of death and relationship is provided and the leave/absence commences within ten (10) 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 (2) days shall be granted. The immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse, and the spouse, child, brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee.
Article XII - Leaves

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, et seq. 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 (5) years of age. The leave, together with any renewal therefore, shall not exceed the equivalent of four (4) semesters in duration. Starting and ending dates may be adjusted to meet educational program needs, except in the case of a child care leave which is to begin immediately after pregnancy leave. Application shall be made by the employee by April 15 for the fall semester and by November 15 for the spring semester.

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

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

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

12.4 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 leave, even though he or she cannot report to work at the commencement of the employee's annual assignment basis due to illness.

12.5 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.

12.6 When an employee is absent under this section and such absence is properly verified, the employee will receive his or her 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 which he or she may have. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 12.3. Pay for absence shall not be made in increments of less than .3 hours (18 minutes).

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

12.8 An employee absent from duty for any illness, injury, or other disability for more than 5 consecutive working days shall be required to submit either the Certification of Illness or Injury Card (Form 60.82) completed by the attending physician or a statement from the attending physician on letterhead attached to Form 60.82. Form 60.82 shall be signed by the employee.

12.9 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 for which he or she was entitled to full-pay illness absence, unless such had 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 (2) working days after occurrence if the employee is physically able to do so. The site administrator shall, as a result of his or her own investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on the District's Emergency Medical Panel. When the employee files the report of injury or illness, the site administrator shall notify the UTLA Chapter Chairperson of the reported injury unless the employee requests that the matter not be so disclosed. Also, if the employee reports or alleges that the inquiry arose out of an act of violence, the administrator shall report the incident to the Security Section.

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;
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(3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the Coordinator, Employee Health 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 Coordinator, Employee Health. An employee may be required during the extended period to be evaluated by the Coordinator, Employee Health 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): An employee shall, subject to the limits set forth below, 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 or serious illness of a member of the employee's immediate family (see Section 9 of this Article);

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

c. Birth of a child to the wife of an employee;

d. Religious holiday of the employee's faith;

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

f. 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 for him/her to be absent the entire day; and
Article XII - Leaves

g. 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.

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

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

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

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

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

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

a. Sabbatical leave program through June 1985 shall be a total of 300 semesters (100 each 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;
Article XII - Leaves

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

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

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

15.1 Sabbatical leave applications shall be filed by April 15*, and once approved under paragraph 15.0 c. shall be considered on a priority basis; if more employees request sabbatical leaves for any school year than there are funds budgeted, the employees with the most complete semesters served in the District (or served since the last sabbatical, whichever is greater) 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.

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

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

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

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 his control may receive compensation on a prorated basis if a portion of the requirements is completed.

*For Spring of 1984 only, applications may be filed by December 1, 1983, and priority will be given to those who previously took the first semester of an approved one year sabbatical but then were prevented from taking the second semester during the 1982-83 school year. Time limits for taking a split sabbatical leave must conform to E.C. 44966 requirements.
Article XII - Leaves

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 Coordinator, Employee Health;

   d. To remain with spouse if a 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;
Article XII - Leaves

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

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

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

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

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

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

18.4 A paid absence or leave shall be granted to any employee required to render jury service in a Federal court. All jury fees received shall be remitted to the Financial Services Division.

18.5 An unpaid absence or leave shall be granted to any employee required to render jury service in a State court.

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;
Article XII - Leaves

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

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

A written or oral report of the conference may be requested by the appropriate administrator or superintendent. For conferences or conventions which are not permitted pursuant to the above, the District may authorize the employee to 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. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will be placed on a personal leave. Such an employee will be paid at the regular substitute flat rate or incentive rate as specified in Article XIX.

21.0 Half-Time Leave: A regular half-time leave may in the discretion of the District be granted to allow a permanent employee or probationary Children's Center Teacher to continue service for half of each working day. Such leaves may be reapproved each semester indefinitely by mutual agreement between the employee and District.

22.0 Reduced Workload Leave: A reduced workload leave may be granted annually to a permanent full-time employee, serving in pre-kindergarten through grade 12, to permit the employee to reduce his/her 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;
Article XII - Leaves

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.

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

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

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

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. Probationary teachers shall be assigned to subject matters and grade levels as previously provided and restricted in Board Rule 3207.

1.2 Subject to Section 1.0, in the event that any opening or vacancy has not been filled by a contract employee, and 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 an employee on the applicable District Eligible List (by rank order, utilizing the "Rule of 5") rather than by a substitute or substitute-extended employee.

1.3 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.

1.4 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.

1.5 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) preemployment evaluations which fall just below probationary contract levels, or (c) close failure on District probationary examinations. Such personnel shall receive benefits the same as provisional contracts. 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 Reductions in Force - Order of Termination:

a. The District shall determine the teaching or service fields in which a Reduction in Force shall be effected, or, alternatively, the District shall determine to effect a Reduction in Force of all probationary employees except those in "shortage fields" as reasonably defined by the District. If the District determines to effect a Reduction in Force in certain teaching or service fields, the District shall determine the number of employees to be terminated in such fields. The District may determine to exempt from the Reduction in Force some but not all employees in a shortage field, and in such instance the order of termination in such field shall be as set forth in Section 2.0 (b) herein. If the District determines to effect a Reduction in Force of all probationary employees except shortage field employees, it shall exempt all or some employees presently serving in any of the identified shortage fields, and if it exempts all presently serving employees in a shortage field, it may exempt some or all employees authorized by
Article XIII - Reduction in Force

credential to serve in such shortage field. In regard to the exemption of employees in shortage fields by credential authorization, the District may exempt employees in one or more than one shortage field by credential authorization without exempting employees by credential authorization in other shortage fields. For purposes of this Article, an employee who is "presently serving" in a teaching or service field is an employee who is assigned to the field for not less than one period (or its equivalent) per day, as of the most recent "norm date" established by the District.

b. The order of termination within a teaching or service field in which a Reduction in Force is effected, in whole or in part, shall be based on seniority within status, beginning with provisional employees, then interns, 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. Unit members employed as teacher trainees pursuant to Section 44830.3 of the Education Code shall be deemed probationary for purposes of this Article.

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

4.0 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.

5.0 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;
Article XIII - Reduction in Force

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.

6.0 Re-employment List: Terminated employees, except those serving in temporary contract, provisional, intern or conditional status, shall be placed on a District Re-Employment List for a period of 39 months from the last day of paid probationary service with the District.

7.0 Order of Re-employment: Subsequent to a Section 2.0 Reduction in Force, if the District determines that vacancies exist in teaching or service fields, offers for probationary contracts shall be first made to individuals on the appropriate District Re-Employment List as follows:

a. Individuals who were Probationary III employees shall be made offers of re-employment first followed by Probationary II and finally Probationary I employees. Within each probationary status the individual(s) with the earliest seniority date shall be made offers of reemployment 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. An individual re-employed from the Re-employment List shall be placed in the probationary status to which he or she 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; he or she shall have restored the initial seniority date as defined herein.

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

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

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.

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

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

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

9.0 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 8.0 and 8.1.

10.0 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. In such case, issues raised by the Reduction in Force shall not be subject to the arbitration provisions of this Agreement.

If a probationary unit member is terminated pursuant to this Article, he/she will have the re-employment rights provided herein notwithstanding a subsequent suspension of this Article. If a probationary unit member is terminated pursuant to Section 44955, he/she will have the reinstatement rights provided in the Education Code, notwithstanding this Article. 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.
ARTICLE XIV

SALARIES

1.0 Salary Tables, Schedules, and Rates: The 1983-84 Salary Tables, Schedules, and Rates are attached to and incorporated in this Agreement as Appendix E, and are based on the following:

a. 8.15% applied to the 1981-82 salary schedules (Appendix E, Sections 1.0, 3.0, 4.0, 5.0, 6.0, 7.0, 9.0, and 10.0), plus an additional 10% added to the starting rate of the Preparation Salary Table (Section 3.0) pursuant to SB 813. Children's Center employees are not covered by this increase and are covered by paragraph b. instead. These schedules, as so increased, shall be the 1983-84 salary rates, and shall not be affected by the payment referred to in b. below. The scheduled rates shall be retroactive to the beginning of the 1983-84 school year.

b. 10.15% applied to the 1981-82 salary rates for Steps 1 through 5 of Schedules 15 through 19 of the Preparation Salary Table, such rates (see Section 2.0) to be in effect for the term of this agreement only for employees formerly allocated to the Children's Center/Development Center Salary Table who are paid from Child Development funds.

c. In order to provide the retroactive payments described in a. and b. above 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 an amount equal to 8.15% (or 10.15% for appropriate Child Development funded employees) of gross salary payments for that period for basic services covered by the above-referenced scheduled rates, and excluding services not so covered. For purposes of administrative convenience, certain minor salary items which are not to be increased 8.15% 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: 20% for Federal income tax withholding; 3% for State income tax withholding; 8% for the employee's STRS contribution; and, for employees who have on file with the District an appropriate voluntary authorization, a $2.50 per pay period increase in the deduction for UTLA dues. There shall be no retroactive effect upon any differentials which use the above scheduled rate as a base point.

d. A payment equal to 0.5% of the employee's 1982-83 base rate earnings under the 1981-82 salary schedule (Appendix E, Sections 1.0, 3.0, 4.0, 5.0, 6.0, and 9.0). The payment shall be independent of the 1983-84 scheduled rates, and shall not appear on the salary schedules. This payment is not applicable to employees who were paid from Child Development funds on the Children's Center/Development Center Salary Table during 1982-83.

This payment is payable in a lump sum, with deductions to be 20% for Federal tax withholding, 3% for State tax withholding and 8% for the employee's STRS contribution. Only those employees who are employees as of the date of this Agreement, or who were employed during the 1982-83 school year but have retired, shall qualify for this retroactive payment.
Article XIV - Salaries

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 to not 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.

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<th>Position</th>
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<td>Adult Teacher, Academic Instruction (4)</td>
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<td>Adult Teacher, ESL (4)</td>
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<td>Adapted Physical Education Teacher, K-12 (6)</td>
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<td>Adult Teacher--Hourly Rate (4)</td>
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<td>Adult Teacher, Monthly Rate (6)</td>
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<td>Adult Teacher, Public or Private Contract (6)</td>
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<td>Adult Teacher, Staff Development (4)</td>
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<td>Adult Teacher, Temporary Classes (4)</td>
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<td>Adult Teacher--Counselor (4)</td>
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<td>Children’s Center Teacher (8)</td>
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<tr>
<td>Special Education Teacher (6)</td>
<td></td>
</tr>
<tr>
<td>Special Education Teacher-Off Norm (8)</td>
<td></td>
</tr>
<tr>
<td>Teacher, Grades 7-9, Shortage Fields (6)</td>
<td></td>
</tr>
<tr>
<td>Temporary Adviser, Children’s Center Salary Table (8)</td>
<td></td>
</tr>
<tr>
<td>Temporary Adviser, Hourly Schedule (6)</td>
<td></td>
</tr>
<tr>
<td>Temporary Adviser, Special Services Salary Table (8)</td>
<td></td>
</tr>
<tr>
<td>Temporary Resource Teacher (8)</td>
<td></td>
</tr>
<tr>
<td>Temporary Resource Teacher, Hourly (4)</td>
<td></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 reallocations or reclassification.

c. Allow for increase or decrease due to promotion or demotion.
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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. Day-to-day substitute Children's Center Teachers and Development Center Teachers shall be limited to Schedules 15 and 11, respectively and shall be paid not more than $65 per day. Teachers serving in development centers who hold valid credentials authorizing the teaching of severely handicapped shall be classified as regular special education teachers and compensated accordingly.

5.0 Allocation to Preparation Salary Table - Rating-in of Newly Assigned Employees: Newly assigned employees (other than provisionals, temporaries or substitutes) 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>
</tr>
<tr>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>4 or more</td>
<td>5</td>
</tr>
</tbody>
</table>

Schedule placement shall be in accordance with point totals set out in Section 17.0 of this Article and rating-in placement shall include Schedules 20 through 24, inclusive. This section does not apply to Children's Center Teachers or Development Center Teachers.

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

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO Provisional, or Day-to-Day Sub-Extended Schedule</th>
<th>TO Temporary Contract or Probationary Schedule</th>
<th>TO Permanent Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Step</td>
<td>Step</td>
<td>Step</td>
</tr>
<tr>
<td>1.</td>
<td>New employees and former employees who return after more than 39 months</td>
<td>rate-in</td>
<td>rate-in</td>
</tr>
<tr>
<td>2.</td>
<td>Former long-term or extended day-to-day substitute, temporary contract, provisional, probationary or permanent employees who return within 39 months</td>
<td>restore or rate-in</td>
<td>restore or rate-in</td>
</tr>
<tr>
<td>3.</td>
<td>Day-to-day substitutes who return to the Prep., CC or DC Salary Tables within 39 months of 6-30-80</td>
<td>restore or rate-in</td>
<td>rate-in</td>
</tr>
<tr>
<td>4.</td>
<td>Current day-to-day substitutes formerly assigned to a schedule without a break in service, are reassigned after 39 months</td>
<td>rate-in</td>
<td>rate-in</td>
</tr>
<tr>
<td>5.</td>
<td>Current provisional, and day-to-day substitute-extended employees</td>
<td>retain</td>
<td>retain</td>
</tr>
<tr>
<td>6.</td>
<td>Current temporary contract, probationary employees</td>
<td>retain or rate-in</td>
<td>retain or rate-in</td>
</tr>
<tr>
<td>7.</td>
<td>Current permanent employees</td>
<td>retain or rate-in</td>
<td>retain or rate-in</td>
</tr>
<tr>
<td>8.</td>
<td>Current probationary or permanent hourly rate schedule employees</td>
<td>retain or rate-in</td>
<td>rate-in</td>
</tr>
<tr>
<td>9.</td>
<td>Current employees on Schedules 11 through 19 of the CC and DC Tables going to a class on Schedules 20 through 27 of the Prep. Table</td>
<td>retain or rate-in</td>
<td>rate-in</td>
</tr>
</tbody>
</table>
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7.1 When an employee is both a current and former employee, the allocation will be used that is to his or her 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 his or her 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 or Day-to-Day Substitute Extended Status: New, provisional and qualified substitute employees shall be allocated to the Preparation Salary Table as follows:

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

<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.

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 Children's Center Teachers nor Development Center Teachers.

9.0 Salary Rates for Employees on Leave to Substitutes: 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, he or she shall receive the salary in the higher class which is next above the salary rate to which entitled in his regular class; and
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b. The salary rates provided for substitutes under the above conditions shall be paid for such substitute service during any period in which the employee substitutes for five or more consecutive working days. In other cases when the substitute service is for less than five consecutive working days, the salary of the employee in the regular position shall be paid.

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, he or she 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 he or she could have obtained had he or she remained on the Prep., CC, or DC Table.

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

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

11.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule.
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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, he or she 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>

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c. If an employee files a protest of the evaluation of his or her 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 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 probationary 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. No credit may be granted for District experience which occurred during the year in which rating-in is effective since the credit for this experience will be received as a step advancement:

a. Day school certificated experience (excepting pre-school experience) in approved public schools and teaching experience in approved institutions of collegiate grade.

b. Day school experience (excepting pre-school experience) in approved elementary and secondary schools other than public schools, such credit not to exceed three years.

c. 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 Educa-
tion.

Designated Subjects Teaching Credentials with Specialization
in Vocational Trade and Technical Teaching.

Designated Subjects Teaching Credential in Industrial Arts and
Occupational Subjects.

d. Professional librarian experience in an approved public
or private library. Credit for librarian experience in approved
private libraries may not exceed three years.

e. Public adult education teaching experience. Credit is to
be computed on the basis of four hours of classroom teaching as the
equiva-

lent of one day. No such credit shall be given for adult education
experience on any date for which day school experience is given.

f. Experience as a School Nurse in an approved public
or experience as a Public Health Nurse in an approved public or
private agency. Credit for experience as a Public Health Nurse in
approved private agencies may not exceed four years.

g. Experience as a professional Psychologist in an approved
public or private agency. Credit for experience as a Psychologist
in approved private agencies may not exceed four years.

h. Experience as a Social Worker in an approved public or
private agency. Credit for social work experience in approved
private agencies shall not exceed four years.

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

j. To receive credit for previous experience, it must have
occurred during the ten years immediately preceding the election for
which ratingin is provided.
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k. A year of experience shall be defined as pay 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 Children's Center Teachers or Development Center Teachers.

15.0 Return to Service Within 39 Months - Salary Restoration:
A former employee who re-entered service within a 39-month period from his or her last date of paid service on the same or equivalent salary schedule shall have restoration as provided in Section 7.0.

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.

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

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

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

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

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

e. An exception shall be made to the above requirements and step advancement shall be granted to an employee who received salary for at least 90% of the number of hours required for such advancement when the failure to receive salary for the required number of hours was as the result of an illness or injury which arose out of and in the course of his employment with the District and which qualifies under the workmen's compensation laws of the State.
17.0 Schedule Placement or Advancement on the Preparation Salary Table. (Schedule 20 through 27): In order to qualify for a schedule placement or advance on the Preparation Salary Table, the employee must possess the requisite total number of points according to the following schedule:

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

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</td>
<td>DC 12</td>
</tr>
<tr>
<td>17</td>
<td>14 points above minimum requirements</td>
</tr>
<tr>
<td>18</td>
<td>bachelor's degree</td>
</tr>
<tr>
<td>19</td>
<td>possession of a California elementary or early childhood teaching credential (applicable only to Children's Center Teachers)</td>
</tr>
</tbody>
</table>

19.0 Frequency of Schedule Advancement: A maximum of one schedule advancement will be allowed each 52-week period for non-permanent employees and one each 26-week period for permanent employees, measured from the effective date of the employee's last allocation or schedule advancement except for allocation to DC Schedule 14, or CC Schedules 18 or 19.

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 or each 26-week period for permanent employees, measured from the effective date of the employee's last advancement, eligibility for advancement, or allocation.

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

20.2 The date that a point application is filed is the date that it is received in the assignment office, or if sent by the United States mail addressed to Personnel Division, the date that it is 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, or Development Center 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 a recognized 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, 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 approved 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 approved institution of higher learning in addition to the professional degree specified in paragraph "1" above; and

   d. Satisfactory evidence that the degree has been granted or that all requirements have been met and that the employee is eligible to receive the degree must be filed according to the time limits and other point regulations.
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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 is eligible for a career increment as soon as he or she has met the requirements set out below.

23.1 Preparation Salary Table:

a. 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 has completed at least two Staff Development point credits or equivalent college course dealing in modern techniques and practices for his or her classification while so 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. Service rendered previous to a break in service that was greater than 39 months shall not be considered.

23.2 Special Services Salary Table:

a. The employee must be serving under a credential requiring a baccalaureate degree;

b. The employee must have served for at least 14 school years during which step advance requirements were met. Years of service outside the District which are creditable for rating-in step placement purposes (maximum of five) shall count toward the 14-year requirement;
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c. The employee 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 have completed two staff development credits meeting the multicultural requirement as described, 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.

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. 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 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. Such differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion. The number and type of assignment differentials allocated to each location shall be determined by the District. Assignments differentials may be paid for the following functions:

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, extended teaching assignment, instrumental music, journalism, speech, stagecraft, student activities, yearbook, and other recognized or experimental school programs approved by the Superintendent;

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

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 audio-visual, 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.

d. Specialist Nurse Differential. A Specialist Nurse Differential may 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 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 be granted a Temporary Adviser Differential. Such differential is in recognition of the assignment of different duties and the displacement of the employee from his or her normal work station.
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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 for such service an assignment differential of $5 per session in addition to the pay period rate to which entitled on the Preparation Salary Table. 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; and

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

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

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 instructions or librarian service. 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 teacher shall receive one hour's pay for each 30 pupil-hours of replacement service he or she renders. An elementary level special education teacher shall receive one hour's pay for each 15 pupil-hours of replacement service he or she renders. A secondary, secondary special education, or adult education teacher shall receive one hour's pay for each class hour during which he or she teaches the class of 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 pay period rate for his regular assignment. 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 for such service an assignment differential of $5 per semester unit or $3.33 per quarter unit in addition to the pay period or hourly rate to which entitled. 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.
Article XIV - Salaries

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.

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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 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 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 3.0 and 3.1.

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. 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.
Article XV - Salary Point Credit

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. Employees shall not be granted salary point credit for any study undertaken while in paid status or for which they have received tuition or 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 edition of the Education Directory, Colleges and Universities, published by the U. S. Department of H.E.W. 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.
Article XV - Salary Point Credit

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/Regional Occupational Centers/Programs Education.

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Article XV - Salary Point Credit

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/Regional Occupational Centers/Programs Education. Provision may be made by the Division of Adult/Regional Occupational Centers/Programs Education 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 be approved by the appropriate superintendent. Instructors selected shall have demonstrated competence in the field in which the class is offered and shall have an appropriate teaching credential.

13.1 Instructors for classes conducted through the Division of Adult/Regional Occupational Centers/Programs 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.

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.
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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.

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. 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.

17.1 With the approval of the appropriate superintendent, 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 four units of salary point credit. Several classes or meetings requiring fewer than sixteen class hours may be combined to constitute a Staff Development Point Project provided that the time totals sixteen hours and all other requirements are met.

18.0 Salary Point Credit for Participation in Staff Development Point Project Classes: Qualified employees may receive salary point credit for satisfactory participation in Staff Development Point Project classes on the basis of one salary point for sixteen hours of satisfactory participation. 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 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;

b. The plan for the study is of such merit and extent as to warrant the allowance of a minimum of two points;
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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. The amount of point credit to be allowed shall be determined by the Office of Staff Development based on the report;

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 the employee's immediate administrator and the appropriate superintendent or designated representative;

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, 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 comprehensive statement of not less than two typewritten pages assessing the educational value of the travel for the employee;
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e. The travel does not include time during which study to be used for point credit is undertaken; and

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

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

a. Approval, denial, or suggestions for revision of all work experience project requests;

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

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

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

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

21.4 Except in the case of an employee who is on leave of absence, the employment required in an educational work experience project must be undertaken and completed during the summer vacation period.
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21.5 Two consecutive weeks of approved employment shall be the minimum period of employment for an educational work experience project. Employment must be for the standard work week for the particular trade or occupation. There shall be no fractional credit granted for fractional parts of a week.

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

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

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

1.0 Health and Welfare Plans - General: The District obligation for health and welfare plans shall be defined as, and limited to, a maximum of $2,458 average per participating employee. Based upon that contribution level, the District shall for 1983-84 offer the same benefit plans (including eligibility and enrollment qualification) as were offered in 1982-83, but with the cost containment measures of Section 2.0 included. During 1983-84 the parties shall continue to meet and negotiate regarding implementation of a preferred provider organization and a possible flexible benefits program, in an effort to agree upon a new health and welfare program which can be achieved within either the above-mentioned contribution level or another contribution level to be negotiated. The 1983-84 benefit plans are as follows:

a. One or more fee-for-service hospital-medical plans with benefits comparable to the District's current Blue Cross or Blue Shield plans for eligible employees and dependents, including 50% reimbursement of reasonable and customary charges for out-patient psychiatric visits to a maximum of $20 per visit, for up to a maximum of 100 visits per calendar year; or

b. One or more group practice plans with benefits comparable to the District's current Kaiser or Ross-Loos plans for eligible employee and dependents, and 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 (Ross-Loos) for additional visits. In-patient psychiatric care shall be provided at no charge for 45 days (Kaiser) or 60 days (Ross-Loos); and

c. One or more dental/orthodontia plans with benefits similar to the District's current Connecticut General Plan, for eligible employees and dependents;

d. One or more vision care plans providing benefits comparable to the District's current Blue Shield-Medical Care Services plan for eligible employees and dependents; and

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

2.0 Cost-Containment Measures for the District's Self-insured Plan: The District, or the administrator of the District's self-insured plan, shall engage the services of a hospital-medical service review organization comparable to Professional Standards Review Organization No. 24, 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:
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a. Pre-admission: Before admission to a hospital for any non-emergency treatment, the service review organization is to review the proposed hospital admission to assure that hospitalization and the proposed length of stay are medically necessary. The employee is responsible, pursuant to procedures to be publicized, for ensuring that the service review organization is timely advised of the proposed hospitalization. Failure to obtain such review will result in payment being limited to a maximum of 80% of covered expenses.

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

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

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

e. Second Opinion Program: In order to be eligible for 100% of reasonable and customary coverage for certain identified surgical procedures, the employee has the obligation to obtain a second medical opinion prior to surgery. The list of such surgical procedures, and a list of Plan approved physicians available for the second opinion, shall be publicized. The cost of such second opinion shall be paid in full by the District. The second opinion shall not affect the employee's right to proceed with the surgery at regular benefit levels if he or she 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.

3.0 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), 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.
Article XVI - Health and Welfare

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. If the employee is age 70 or over, he or she must enroll and maintain enrollment in those parts of Medicare for which he or she is eligible under Federal law. It shall be the responsibility of the employee to provide the District and/or the plan with verification of enrollment in those parts of Medicare for which eligible, including such verification for dependents. An employee terminated from a hospital-medical plan for failure to enroll in those parts of Medicare for which eligible may re-enroll in the plan from which terminated after the effective date of Medicare coverage prior to the attainment of age 70. Reenrollment shall be subject to any health statement required by the plan.

e. In order to remain eligible, the employee must be in paid status within his or her 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.

f. 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, or have been in paid status 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 or have been in paid status 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.

4.0 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
Article XVI - Health and Welfare

same plan. Such an employee must wait until the next open enrollment period to affect a change of plans. An employee 70 years of age or older who is otherwise eligible for a Hospital-Medical plan but is not enrolled in those parts of Medicare for which eligible may not enroll in a plan until such time as Medicare coverage is effective. 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.

4.1 For the 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.

4.2 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.

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

5.0 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.
Article XVI - Health and Welfare

5.1 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.

5.2 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.

5.3 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.

6.0 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;

e. For hospital-medical benefits, for failure to enroll or maintain enrollment in those parts of Medicare for which eligible, in which case coverage shall terminate at the close of the coverage period immediately preceding the period during which the employee would have been eligible for Medicare benefits had proper application been made; and
f. 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.

8.1 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, 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, an employee whose enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at his or her own expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

10.0 Miscellaneous Provisions:

10.1 If any premium is refunded, the plan shall make such refund directly to the District. However, when the refund is a result of direct payment made by the employee, premiums shall be refunded to the employee.

10.2 In addition to meeting the other existing requirements for the District's post-retirement medical plan, employees hired after the date of this Agreement must serve at least ten (10) qualifying years before retirement in order to become eligible.

10.3 The decisions of the service review organization as described in Section 2.0 above shall be controlling upon the District, its plan administrator and the employees. All other disputes regarding coverage and medical expenses under any of the plans are to be resolved under the plans' own grievance procedures rather than under Article V of this Agreement.
ARTICLE XVII

HOLIDAYS AND VACATION

1.0 Holidays: The basis of assignment (see Article IX, Section 9) for an employee shall determine the holidays for which he or she shall 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. If the holiday exceeds two days, pay for the holiday shall be made according to subsection "d" of section 4.0.

3.0 Payment for Holidays: An employee shall receive pay in a regular assignment, or in an assignment in lieu of his or her 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 for employees on his/her assignment code basis 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 his or her assignment preceding the holiday or during any portion of the first working day of his or her assignment following the holiday, provided that:
Article XVII - Holidays and Vacation

(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 his or her assignment 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 his assignment is a holiday and the employee has been in paid status during any portion of the last working day preceding the holiday.

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

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

6.1 An employee who has served less than 19 years shall earn .06897 hour of vacation for each hour assigned to active service; beginning with the first pay period of the school year after an employee has served 19 school years he or she 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 which he or she earned in the preceding 18 pay periods in which he or she 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 his or her accumulated vacation from an unbudgeted position and be paid at his or her 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.
Article XVII - Holidays and Vacation

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.

7.0 Children's Centers - Compensatory Time Off: It is understood that on occasion it will be necessary for children's center teachers to remain on site after school on an emergency basis in order to care for children who have not been picked up by their parent. Such time, if in excess of 12 minutes, shall be compensated by the District at regular rates or through compensatory time off.
ARTICLE XVIII

CLASS SIZE

1.0 Basic Assignment Allocations and Class Size Restrictions: The following are the basic ratios of teachers to active graded enrollment in regular elementary and secondary schools, together with class size restrictions:

a. Grades K-3 -- 29.5:1 assignment allocation. In addition, no class should exceed 33 students at the kindergarten level or 32 at grades 1-3.

b. Grades 4-6 -- 35.5:1 assignment allocation. See also Section 4.0 below.

c. Grades 7-9 -- Assignment allocation ratios shall be such that class sizes will average 36.25. See also Section 4.0 below.

d. Grades 10-12 -- Assignment allocation ratios shall be such that class sizes will average 35.5. See also Section 4.0 below.

e. Special Education: The District shall make a reasonable effort to maintain special education class size for the 1983-84 school year as set forth in the Special Education Division's 12-1-81 Bulletin No. 29 (Attachment A). 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 reporting shall be subject to review.

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.

f. Child Development: Child Development Program staffing requirements (teacher-pupil ratios, adult-pupil ratios and group size limitations) are to satisfy State requirements.

g. Off-Norm or Special Norm Positions: Teaching positions, in addition to those described in the preceding paragraphs, may be provided to meet the needs of special programs and exceptional students. Also, a reasonable number of elementary teachers provided by the basic assignment norms may be assigned to non-register carrying teaching positions.
Article XVIII - Class Size

2.0 Special Program to Reduce Class Size: The District has agreed, as a contingent component of the student integration plan for 1983-84, to maintain the student teacher assignment allocation and class size to 27:1 for grades 1-9 in certain schools and classes. Teachers assigned pursuant to this class size reduction effort shall be assigned full time to regular classroom teaching activities.

a. Grades 1-6 -- classes are to average no more than 27 students.

b. Grades 7-9 -- 27.1 average class size for academic classes only (English, Reading, Math, Social Studies, Science, Foreign Language and Health). For teacher allocation purposes such courses are deemed to comprise 60% of the enrollment.

In the absence or curtailment of this plan, the norm shall be re-established as indicated in Section 1.0 of this Article.

3.0 Enrollment Determination Dates: Teachers shall be allocated based upon active graded enrollment as reported on Friday of the fourth week of each semester.

4.0 Constraints and Remedies: It is recognized that the assignment allocations and class size restrictions described above, while used for planning purposes, may not be achieved due to funding limitations, difficulties in obtaining sufficient staff including both regular and substitute personnel, changes in the student integration and other programs or statutory or legislative changes. Accordingly, wherever those assignment norms or class size restrictions are exceeded, the remedy shall be for the Superintendent to be required to report in writing to the Board of Education, with a copy to UTLA, detailing each such situation together with the reasons therefor. The arbitration panel shall not have authority to award monetary relief to an employee under this Article.
ARTICLE XIX

SUBSTITUTE EMPLOYEES

1.0. Salary and Benefit Provisions

Previous substitute salary rates including starred rates, except rates in effect for incentive plans (i.e., $70.55 per day and above) are discontinued retroactive to July 1, 1983. Incentive rates will remain in effect through December 2, 1983 and will be discontinued thereafter. Substitutes who were qualified participants in the incentive plans that were operative from July 1 through December 2, 1983 will be paid on a pro-rata basis at the rates for the plans then in effect for their incentive plan service from July 1 through December 2, 1983.

1.1. 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 during the regular (September-June) academic year shall be $65 per day, effective July 1, 1983. This rate shall also be the sole rate available to year-round school teachers serving as substitutes while off-track.

1.2. 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 $90 per day, effective December 5, 1983.

1.3. Starred Rate: Substitutes who, during the 1982-83 school year, were paid $65.10, $66.40, $67.15 or $69.80 per day and served 100 or more days shall be paid $75 per day during 1983-84.

1.4. Continuity Rate Increase: Substitutes who are paid on the $65, $75, or $90 rates shall have their rates of pay increased by $10 per day effective the first day following the completion of service equivalent to 130 days during the school year.

1.5 Summer School Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid $49.00 for a normal summer school day of four hours, their regular substitute pay rates notwithstanding.

1.6. Non-Preparation Table Substitutes: Substitutes serving in place of employees who are not paid on the Preparation Salary Table, shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule, if qualified, but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than $65 per day.

2.0. Paid Nonworking Days:

a. The parties have agreed to a new system of payment in lieu of the previous payments for illness, holidays, and vacation (Winter/Spring Recess). The new system includes a new "continuity rate increase", as described in Section 1.4 above, and also the "paid nonworking days" system described below. Payment for holidays pursuant to the previous Agreement will be discontinued, effective November 4, 1983. Payment for Winter or Spring Recess pursuant to the previous Agreement will be discontinued effective July 1, 1983. Accumulation of paid illness allowance will be 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.
Article XIX - Substitute Employees

b. Accrual Rate: The rate of accrual of paid nonworking days for any substitute shall be .11364 hours of pay for each hour for which salary is received.

c. Condition for Payment: No substitute shall be eligible for payment of this benefit who has served as a substitute for fewer than 35 days from the beginning of the school year.

d. Frequency of Payment: Payment to qualified substitutes of the amount of this benefit that has accrued since the substitute qualified for the benefit or since the last payment of the benefit to the substitute shall be made as of the end of the 23-83, 27-84, and 31-84 pay periods on December 20, 1983, April 10, 1984, and July 31, 1984 respectively.

2.1. Extended Substitutes: In lieu of the provisions of Sections 2.0, a substitute, during any period of classification as an extended substitute (see Section 4.0) shall be entitled to the following, effective November 7, 1983:

a. Pay for any holiday falling within his/her period of extended assignment, including Winter and/or Spring Recess. Accumulation of paid nonworking days as provided in Section 2.0 will continue while assigned as an extended substitute and the balance will be reduced equal to the number of holidays/recess days for which paid while serving as an extended substitute,

b. Accumulation of paid full-time illness days (pursuant to Article XII, Section 12.1) and use of accumulated illness days (pursuant to Article XII, Section 12.6).

c. Upon termination of an extended assignment the substitute will retain any accumulated paid nonworking day and illness day balance. However, further accrual of illness days will be discontinued.

3.0 Incentive Plan: The District shall implement an Incentive Plan designed to encourage substitute teachers to serve in schools of particular need, as determined by the District, and thereby qualify for the $90 per day incentive pay rate (Section 1.2 above). The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can normally expect to be assigned each day of their availability.

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:
Article XIX - Substitute Employees

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 of three days per week.

c. Agree to serve as an incentive substitute for at least one semester or equivalent six-month period.

Participants who do not continue to meet the obligations of a., b., and c. above or who refuse an assignment or acquire more than five (5) unavailabilities during any six-month period 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 shall be the basis for selection priority, except that day-to-day substitutes who, on November 4, 1983, are serving pursuant to either of the two incentive plans then in effect, shall have priority over other substitutes for participation in the new incentive plan.

3.3. Incentive Substitute Assignment Procedures:

a. Incentive plan substitutes will be called for assignment pursuant to Section 5.3 c. 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 requested by name 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 twenty (20) consecutive working days in the same assignment in place of the same absent employee or in an unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute Extended employee and shall be paid the higher of either Section 8.0 of Article XIV or the otherwise applicable substitute rate, retroactive to the beginning date of the assignment. Upon the termination of that assignment, the substitute shall return to, and be paid as, a day-to-day substitute.

5.0. Assignment Procedures for Non-Incentive Plan Substitutes: Day-to-day substitutes may apply to only one of the Certificated Personnel Offices (CPO) for assignment. Day-to-day substitutes will be placed, upon request, on one or more of several geographic area calling lists within the CPO, but are subject to assignment in any school served by the CPO. Also, substitutes must be available for at least two (2) consecutive days per

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week. (Friday/Monday meet the consecutive days qualification.) Substitutes who are unable to comply with the consecutive days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0.

5.1. Accepting Assignments: Original assignments of substitute teachers must come from the appropriate CPO. Extension or reduction of initial assignments to schools will be directed by the school administrator or designee to the substitute. Any change in the original assignment must be reported immediately by the administrator or designee to the CPO. Substitutes are not to report changes in the original assignment to the CPO.

5.2. When a substitute receives a notice of inadequate service at a school, either the principal or the substitute may request that the substitute not be assigned to that particular school in the future.

5.3. Calling Priority Order:
   a. Contract pool teachers temporarily assigned to substitute pools.
   b. Year Round school teachers off track, limited to their assigned school.
   c. Incentive Plan Substitutes (see Section 3.0).
   d. Substitutes requested by name (limited to those who are approved by the site administrator and available 5 days per week).
   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 to substitute in other than their regular assigned school.
   g. Standby list (see Section 5.6).

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 10.0. j.) 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.

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5.6. Standby Lists: A substitute may be changed from any higher priority to the CPO's "standby list" for any of the following causes:

a. Ten "unavailabilities" in any one semester or equivalent 6-month period (three in any intersession period for a year-round teacher who is substituting during his/her off-track time). An "unavailable" will be posted each time a substitute:

(1) Refuses an assignment. However, if the call was received after 8:30 a.m., a refusal will not be charged.

(2) Refuses to accept the continuation of an assignment within availability designation. However, a non-incentive substitute may refuse to accept continuation of an assignment beyond 10 days without it being counted as a refusal.

(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 nonavailability. However, if the substitute satisfies the District that he or she is unavailable for more than one day because of a continuing illness only one "unavailable" will be charged for that period.

b. Receipt of the second "Inadequate Service Report" in any one semester or equivalent 6 month period; or

c. Receipt of the second report of late arrival in any one semester or equivalent 6 month period which has been determined to be the fault of the substitute.

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, a substitute on the standby list may be returned to a higher priority, provided that he or she did not receive an "Inadequate Service Report" during that period.

6.0. Late Arrivals: If a substitute cannot reasonably expect to reach a school before class begins, he/she must notify the CPO upon receiving the assignment call and must also immediately call the school if possible. 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 he/she has already completed one-half of it.

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. Service for less than a full day will be compensated proportionately unless
the late arrival is due to a late call from the CFO 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 CFO'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.

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.

9.0 Duties: A substitute is expected to perform in a competent manner all of the professional 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.
ARTICLE XX
SUMMER SCHOOL

1.0 Eligibility -- General Rules

a. Teacher must select a Service Center Area in which to apply, and must apply for all schools in that Area.

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

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

d. An applicant who accepts an assignment in writing and then declines for reasons other than an illness which has been verified by a physician shall be considered as having taught for the purpose of establishing the next year's priority.

e. No applicant who has received within the most recent two years an overall evaluation of less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act shall be assigned to a school without the consent of the principal of that school.

f. Year round teachers shall not be permitted to serve in the regular summer school program, but may serve during intersession remedial programs in a year round school.

g. Principals will select, if possible, an ethnically and racially balanced staff. Ultimately, summer school staffs must conform to the standard of ethnic and racial balance.

2.0 Selection -- Secondary Schools

a. The district shall make up a list of schools for each Area showing for each school the specific courses to be offered at that school during Summer School.

b. Teachers shall be selected at each school based upon:

(1) Priority, (2) Teaching experience, and (3) District seniority, subject to the following conditions:

(1) Priority: Two categories shall be established: Priority 1 for those who did not teach summer school the previous year, and Priority 2 for those who did teach summer school the previous year. A Priority 2 teacher shall be assigned to any one school only when there is no Priority 1 teacher eligible and available for the position to which the Priority 2 teacher is assigned.

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

(2) Teaching Experience: Teachers shall apply and be selected only if they have previously taught the course(s) for which they apply.
Article XX - Summer School

(3) District Seniority: If there are more applicants to teach a specific course at any one school who are eligible under (1) and 2) above than there are positions available to teach that specific course district seniority shall become the third criterion in selection. Ties in district seniority shall be broken under the provisions of Article XI, Section 6.2.

3.0 Selection -- Elementary Schools

a. All conditions for selection imposed upon secondary schools shall also apply in elementary schools, except for the following:

(1) Teaching Experience: In elementary schools, required teaching experience shall be grade level(s) rather than course.

(2) In addition to grade level experience, elementary site administrators may prescribe special teaching experience such as Reading Improvement, Gifted Program, Music, Art, etc. for the purpose of teacher selection.

4.0 Selection -- Second Round: If any one service Area is not completely staffed after the above process is completed due to a lack of eligible applicants in that Area, based upon Priority, Teaching Experience, and District Seniority as described above, without further consideration of the Area to which applicants applied, unassigned applicants shall be assigned to the remaining vacant positions.

5.0 Displacements: Where and when a summer school becomes over-teaiched, teachers shall be displaced in accordance with Article XI, Section 6.0(c).

6.0 Salary: Assigned summer school teachers who during the regular school year are paid on a pay period rate shall, for a normal summer school schedule (4 hours or less) be paid at a rate equal to 1.125 times his or her pay period hourly rate. Those who during the regular school year are paid on an hourly rate shall continue on that hourly rate for summer school service. Summer school substitute teachers shall be paid and assigned as provided in Article XIX, Sections 1.5 and 5.4.

7.0 Special Education Schools and Special Day Classes:
Assignments to special education extended school year classes shall be made in conformity with the District publication "Special Education Extended Year Program Guidelines--1983", with Section IV c., p. 10-11 to be augmented as follows:

a. Continuity factor - (1) 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.

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b. If no teacher qualifies under the continuity factor above, then the most senior permanent employee who did not serve the previous summer shall receive the assignment.

c. If no teacher qualifies under a. or b., then the most senior permanent employee who served the previous summer shall receive the assignment.

d. If no teacher qualifies under a., b. or c., then the most senior probationary applicant shall receive the assignment.

If a violation is determined by an arbitrator, the grievant's remedy shall be limited to preferential selection rights for the subsequent extended school year program.
ARTICLE XXI

SAFETY CONDITIONS

1.0 Loss, Destruction, Damage, Theft and Vandalism: Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided and limited by Board Rule 1672, and subject to the grievance procedures of Article V. However, the employee must choose between either the grievance procedure or the Board of Education appeal procedure. The normal limit shall be increased to $500, but the Board may, upon application and in its discretion, approve reimbursement in excess of $500.

2.0 Pupil Threats and Disruptions:

2.1 In the event that during a class a pupil threatens the safety of an employee or of others present in the classroom the employee may, subject to applicable law and District policy, suspend the pupil from the class for the remainder of the day and for the day following. The employee shall immediately report such a suspension to the site administrator, and send the pupil to the office. The pupil shall not be returned to the class from which he or she was suspended, for the period of the suspension, without the concurrence of the employee.

2.2 For situations in elementary and junior high schools where other measures have failed to bring about a change in pupil behavior which disrupts the order or safety of the classroom or school, the option of corporal punishment shall be available, with prior written parental consent, for the use of the principal, assistant principal, or administrative dean when he or she deems it an appropriate disciplinary method, subject to Board Rules which are to be adopted to implement this general policy. Disputes arising under this paragraph are not subject to the grievance procedures of Article V.

2.3 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.
ARTICLE XXII
MISCELLANEOUS

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

2.0 Department and Grade Level Chairperson Selections: Department and grade level chairpersons shall, if the affected employees desire, be elected annually by the department or grade level. 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.

3.0 Driver Training Teachers - Mandatory Saturday Overtime Assignments: 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 in paid status for 40 hours in the same week.

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, audiometrist, audiologists, and PSA Counselors) have been considered inadequate by the visiting employees. The District shall upon request consult with UTLA regarding these problems.

6.0 Liability of Employees Whose Duties Require Transportation of Students in the Employee's 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 and who, as a result of an accident occurring during such transportation within the course and proper scope of duty, incurs actual or threatened civil liability to student passenger(s) or the family of such student passenger(s).

7.0 Adult Education Personal Contracts: Adult Education teachers whose services are covered by individual written contracts of employment may utilize the grievance procedure with regard to alleged violations by the District of said contracts.

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

9.0 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.
ARTICLE XXIII

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 September 1, 1984, and thereafter extended on a day-to-day basis until terminated by either party upon ten (10) calendar day's written notice.

2.0 Pre-July 1 Changes: The term of this Agreement beyond July 1, 1984, is not to affect in any way personnel status changes (including but not limited to terminations, reassignments, and changes in assignment bases) which are to become effective on or before July 1, 1983.

2.1 The District and UTLA are aware of the individual employee annual contract year which begins on July 1 and ends on June 30, pursuant to Education Code Section 37200 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 are to be implemented (absent subsequent agreement with UTLA to the contrary) upon expiration of this Agreement or subsequently. Such Board action shall be deemed effective as though fully implemented prior to July 1.

2.2 UTLA and the District agree that (a) the District may take such action prior to the completion of negotiations for the succession Agreement, even though the parties may not be at impasse at that time, (b) UTLA has not waived its right to negotiate about such changes subsequent to the Board action, and (c) this Agreement shall remain in effect and fully enforceable between July 1 and its expiration or termination.

3.0 Negotiations for Successor Agreement and Limited Open Items:
Negotiations for a successor agreement shall commence upon request of either the District or UTLA at any time after April 15, 1984. There shall be limited continued negotiations during the term of the agreement regarding the following subjects:

a. Attendance Incentive Plan;
b. Health and Welfare benefits pursuant to Article XVI;
c. SB 813 items: Mentor Teacher Programs, length of school day and year, and also on-site hours of support service employees;
d. Staffing practices and problems;
e. Adult Education tenure and assignment issues; and
f. Lesson plans -- requirements and possible forms.

10-31-83
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By ____________________

Richard N. Fisher

Adopted by the Board of Education
on November , 1983

By__________________

John R. Greenwood, President

UNITED TEACHERS -
LOS ANGELES

Judy Solkovits, President
Sam Kresner, Director
Negotiations and Staff Services

Michael Bennett, Vice-President
UTLA/AFT

Frances Haywood, Vice-President
UTLA/NEA

Elsie Myers, Vice-President
Elementary Division

Marv Katz, Vice-President
Secondary Division

Roberta Leap, Secretary

Gerald Reedy, Treasurer

David Clum, Chair
Auxiliary Services Committee

Stanley Malin, Chair
Salary and Finance Committee

Christine R. Lowder, Chair
Black Educators Committee

Eugene Hernandez, Chair
Chicano Education Committee

Bill Zimmerman
Assistant to the President

Roger Segure, Director
Grievance Administration

Judith C. Bruner
Recording Secretary

By__________________

Judy Solkovits, President
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 teacher of EH and EMR classes) assigned full time to regular and alternative elementary or secondary 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 C.E.T.A. positions.

   c. Employees in programs conducted on regular school or branch sites by the Division of Career and Continuing Education and the Educational Options Branch, except personnel in year round alternative schools who are included.

   d. Employees in Diagnostic Learning Centers and in Science Centers and teachers in special education schools and 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 Area or Central Office locations.

   f. Employees transferred under the Administrative Transfer Rule, Article XI, Section 2.0, including but not limited to personnel transferred in connection with the various components of the Student Integration Program (Appendix C to the Agreement).

2.0 Standard, Exemptions, Appeals

2.1 Standard for Teacher Integration: 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 Districtwide ratio of minority to non-minority teaching staff on the fourth Friday of the school year (For 1983-84, 38% minority in K-12 programs and 67% minority in Children's Centers). For 1983-84, "substantially the same" means within 15% above or below the Districtwide ratio of minority to total teaching staff. The above standard shall not be construed to prohibit the District from establishing faculty racial and ethnic balance at an individual school at any point between the minimum and maximum objectives for minority or non-minority teaching faculty for that school year. The above standard is not intended to limit the hiring of minority teachers or teachers from any racial or ethnic group.
2.3 **Exemptions from the Standard**

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

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

3.0 **General Principles and Procedures**

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

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, the District will utilize mandatory transfer of teachers in accordance with Section 6.0 of this program.

4.0 **Voluntary Transfer Component**

4.1 **Eligibility for Voluntary Transfer**

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

b. Teachers who have been sent written notification that they are eligible for transfer under the Districtwide List Component (5.0) or the Mandatory Transfer Component (6.0) of this plan and teachers who have signed a probationary contract with an adjunct statement (waiver) 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.
Appendix B - Transfers - Teacher Integration

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 to schools for interview a number of appropriate volunteers not to exceed five candidates for a given opening/vacancy.

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.
Appendix B - Transfers - Teacher Integration

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.

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

6.0 Mandatory Transfer Component: When the District determines that it is necessary to utilize a mandatory movement of employees in order to remedy an imbalance, the terms of section 6.0 - 6.4 of Appendix B to the 1980-82 Agreement shall be applicable.
APPENDIX E

SALARY TABLES AND RATES
1983-84

1.0 Development Center Salary Table: Employees allocated to the Development Center Salary Table shall be paid as follows:

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

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3.0 Preparation Salary Table: Employees allocated to the Preparation Salary Table shall be paid as follows:

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*Employees paid from the General Fund who possess a valid California teaching credential and hold a baccalaureate or higher degree will receive a minimum of $1630 per pay period.

3.1 An employee who is eligible for a differential in accordance with Article XIV, Section 21.0 shall receive an additional $15 per pay period for one or more master's degrees or an additional $40 per pay period for one or more doctor's or equivalent degrees. An employee with a master's degree and a doctor's or equivalent degree shall receive the $40 differential only.

3.2 Eligible employees shall receive a career increment of $180 per pay period.

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

3.4 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.

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

3.6 Categorical Limited Contract teachers are paid on Schedule 20 only.
Appendix E - Salary Tables and Rates, 1983-84

4.0 Special Services Salary Table: Salary rates on the Special Services Salary Table shall be as follows:

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</tr>
<tr>
<td>37D</td>
<td>2766</td>
<td>2925</td>
<td>3090</td>
<td>3263</td>
<td>3449</td>
</tr>
<tr>
<td>38D</td>
<td>2844</td>
<td>3005</td>
<td>3172</td>
<td>3356</td>
<td>3540</td>
</tr>
<tr>
<td>39D</td>
<td>2925</td>
<td>3090</td>
<td>3263</td>
<td>3449</td>
<td>3641</td>
</tr>
<tr>
<td>40D</td>
<td>3005</td>
<td>3172</td>
<td>3356</td>
<td>3540</td>
<td>3743</td>
</tr>
</tbody>
</table>

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 he/she was 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 his/her 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.
Appendix E - Salary Tables and Rates, 1983-84

4.2 An employee who is promoted to a class on the Special Services Salary Table with a higher maximum rate than that of his/her former pay period rate classification shall have his/her 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.

4.3 Eligible employees shall receive a career increment of $180 per pay period.

5.0 Hourly Rate 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
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

<table>
<thead>
<tr>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step (1) $19.45 (2) $20.36 (3) $21.38</td>
</tr>
</tbody>
</table>

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

Adult Teacher, Flat Rate Day-to-Day Substitute $19.45
Adult Teacher, Staff Development $19.45
Adult Teacher, Temporary Classes $19.45
Chest Specialist $32.63
Counseling-Assistant $ 6.06
Differential, CETA Work Experience $ 8.83
Extended Teaching Assignment, Hourly $13.91
Supplemental Driver Training Assignment $ 9.73
Teacher-Assistant $ 6.06

7.0 Flat Daily Rates.
Differential, Adult School Department Chairperson $ 5.45 per day
Appendix E - Salary Tables and Rates, 1983-84

8.0 Other Differentials/Rates and Flat Rates:

8.1 Differential, Bilingual Classroom Teacher Program I $1000 per semester
Differential, Bilingual Classroom Teacher Program III $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 1920.

8.4 Differential, Demonstration Teacher $ 5.00 per single session

8.5 Differential, Training Teacher $ 5.00 per semester unit or $ 3.33 per quarter unit

9.0 Driver Safety Instructor Schedule.

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1206</td>
<td>$1286</td>
<td>$1366</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 3-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 3 of the Driver Safety Instructor Schedule effective 9-12-83.

10.0 Salary Differentials.

10.1 Employees who perform certain of the supplemental duties for which assignment, temporary adviser, or responsibility salary differentials are permitted as set out in Article XIV, Section 24.0 may, at the conclusion of the semester or sport season, be paid a lump-sum in addition to their regular salary rate. Salary differentials are received on the basis of allocation of the assigned activity to the appropriate differential salary rate. Such differentials are authorized only to the extent that funds are provided in the Budget.

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

- School Athletics Coordination: $946
- Assistant School Athletics Coordination: $545

Temporary Adviser, Temporary Resource Teacher, Master Teacher, responsibility, and all coordinating assignment differentials other than those above will be paid at the rate of $545 per semester.

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>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
<th>Rate 4</th>
<th>Rate 5</th>
<th>Rate 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>$583</td>
<td>$767</td>
<td>$1012</td>
<td>$1258</td>
<td>$1381</td>
<td>$1503</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
- Senior high schools will be limited to Rates 1, 2, 3, and 4
- Drill Team Sponsor differential will be paid at Rate 3.
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>6</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., Frosh/Soph, Women'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>2*</td>
</tr>
<tr>
<td>Golf, Women's</td>
<td>2*</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>6@</td>
</tr>
<tr>
<td>Softball; J. V.</td>
<td>4@</td>
</tr>
<tr>
<td>Swimming; Varsity, J.V., Frosh/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>6@</td>
</tr>
<tr>
<td>Volleyball; Varsity, J.V.</td>
<td>3*, @</td>
</tr>
<tr>
<td>Volleyball, Women's; Varsity, J.V.</td>
<td>3#</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.

@ Retroactive to 1982-83 school year.

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 $54 per semester.

10.7 Differential, Driver Safety Lead Instructor will be paid at the rate of $270 per semester.

10.8 Differential, Health Appraisal Team Leader will be paid at the rate of $227 per semester.