



## El Camino Real Alliance

### Board Meeting

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**Date and Time**

Wednesday March 16, 2016 at 5:00 PM

**Location**

El Camino Real CHS, Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91367

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## Agenda

**Purpose Presenter Duration**

### I. Opening Items

- |   |  |                    |    |
|---|--|--------------------|----|
| <b>A.</b> Record Attendance and Guests                                  |  |                    | 2  |
| <b>B.</b> Call the Meeting to Order                                     |  | Jonathan Wasser    | 2  |
| <b>C.</b> Pledge of Allegiance  |  | Jonathan Wasser    | 2  |
| <b>D.</b> Teacher / Student Presentation                                |  | Gail Turner-Graham | 5  |
| Teacher Gail Turner-Graham oversees student presentation for the Board. |  |                    |    |
| <b>E.</b> Public Comment on Non-Agenda Items and Agenda Items           |  |                    | 15 |
| <b>F.</b> Committee and Board Updates                                   |  | Jonathan Wasser    | 5  |

### II. Consent

- |  |                 |                  |   |
|--|-----------------|------------------|---|
| <b>A.</b> Review and Vote February Special Board Meeting Minutes   | Approve Minutes | Jonathan Wasser  | 1 |
| Staff recommends approval.   |                 |                  |   |
| <b>B.</b> Review and Vote January Check Register   | Vote            | Jonathan Wasser  | 1 |
| Staff recommends approval. Prepared by EdTec, ECRA's back office provider.   |                 |                  |   |
| <b>C.</b> Review and Vote Consolidated Application Prepared by EdTec   | Vote            | Marshall Mayotte | 2 |
| Staff recommends approval. Numbers were reviewed by Fernando Delgado. From the CDE website, "The Consolidated Application is used by the CDE to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in May, each local educational agency submits the spring release of the application to document participation in these programs and provide assurance that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas to contained in the laws that created the programs." |                 |                  |   |
| <b>D.</b> Discuss and Vote Collection of Cash and Checks for a UNICEF Event  | Vote            | Marshall Mayotte | 2 |
| Staff recommends approval. ASB student store will collect cash and checks for a UNICEF event. The funds will be deposited into the Trust bank accounts and a check will be cut to UNICEF when the event is done.   |                 |                  |   |
| <b>E.</b> Discuss and Vote the Cancellation of all remaining Credit Cards with California Credit Union.  | Vote            | Marshall Mayotte | 2 |
| Staff recommends approval. ECR no longer has any bank accounts with California Credit Union. In addition, due to the extra scrutiny from LAUSD regarding credit card transactions since transactions do not typically receive pre-approval, the business staff would like to reduce the number of school credit cards.   |                 |                  |   |



- |  |      |                     |   |
|--|------|---------------------|---|
| <b>F.</b> Discuss and Vote the Elimination of American Express Cards for Dean Bennett and Terri Keas | Vote | Marshall<br>Mayotte | 3 |
|--|------|---------------------|---|

Staff recommends approval. The elimination of the credit cards does not prevent staff from using the reimbursement process. This is done to help improve fiscal internal controls. Current outstanding credit cards are under David Fehte, Yvonne Halski (used for school credit card purchases) and Marshall Mayotte (stored in school safe for school purchases).

- |  |      |                     |   |
|--|------|---------------------|---|
| <b>G.</b> Discuss and Vote Material Revision Re-submit | Vote | Marshall<br>Mayotte | 2 |
|--|------|---------------------|---|

Staff recommends approval. The current material revision being processed at LAUSD is being delayed by Charter Schools Division. Staff wants to re-submit a material revision that addresses the attendance of the main campus before addressing the independent study program. This is withdrawing the current petition submitted in last November and filing the two main issues separately.

- |  |      |                     |   |
|--|------|---------------------|---|
| <b>H.</b> Review and Vote 2nd Interim Financials Prepared by EdTec | Vote | Marshall<br>Mayotte | 2 |
|--|------|---------------------|---|

Staff recommends approval. 2nd Interims are one of three mandatory financial reports that must be filed with LAUSD/state. These financials have already been submitted to LAUSD by EdTec. The financial information will be presented during EdTec's financial presentation.

**III. Governance**

- |  |      |                 |    |
|--|------|-----------------|----|
| <b>A.</b> Review and Vote Teacher Representative Vacancy, Election and Appointment Process | Vote | Jackie<br>Keene | 10 |
|--|------|-----------------|----|

Staff recommends approval

- |  |     |                     |   |
|--|-----|---------------------|---|
| <b>B.</b> FYI - 2016-17 Regular Board Meeting Calendar | FYI | Marshall<br>Mayotte | 2 |
|--|-----|---------------------|---|

This won't be a voting item until the May or June Board Meeting. Staff currently suggests 8/17, 9/21, 10/19, 11/16, 12/14\*, 1/18, 2/15, 3/8\*, 4/19, 5/17, and 6/21. The June meeting would also be the annual board meeting.

\* 2nd Wednesday due to filing deadlines.

**IV. School and Policies**

- |  |     |                     |   |
|--|-----|---------------------|---|
| <b>A.</b> Update: Educator Effectiveness and Local Control Accountability Plan | FYI | Marshall<br>Mayotte | 1 |
|--|-----|---------------------|---|

Committees have been meeting. Budget plan should be ready by the April board meeting.

- |                                      |     |                |   |
|--------------------------------------|-----|----------------|---|
| <b>B.</b> Update: Executive Director | FYI | David<br>Fehte | 5 |
|--------------------------------------|-----|----------------|---|

- Update on administrator overseeing the board committee

- |  |     |                |   |
|--|-----|----------------|---|
| <b>C.</b> Update: Prop 39 and Energy Efficiency Projects | FYI | Eric<br>Wilson | 5 |
|--|-----|----------------|---|

**V. Financial**

- A. January Financial Update by EdTec**      FYI      Chang Patel      8

Chang Patel is from EdTec, the back office provider that compiles and analyzes the financial statements for ECRA.

- B. Discuss and Vote David Hussey as an additional purchase authorizer**      Vote      Marshall Mayotte      2

Dean Bennett and Yvonne Halski are current authorizers.

- C. Discuss and Vote Retiree Benefit Payments from General Fund Continuation**      Vote      Marshall Mayotte      2

Staff recommends approval. Rather than draw funds to pay for retirees from the Retirement Benefits Trust, payments would be made from the General Fund to help build the Trust and minimize any additional management fees that might be incurred until it has more participants.

- D. ECR-UTLA Agreement Update**      FYI      Marshall Mayotte      10

ECR-UTLA Agreement was ratified by the UTLA staff. There will be a \$2K/ check to all collective bargaining staff on the 3/31 payroll. Since the Agreement is large, it will be approved at the April 20, 2016 board meeting. This is to provide an update of what is in the agreement.

- E. Update: CBO Report**      FYI      Marshall Mayotte      10

- Status on implementation process to address additional substantiation from all transactions, including the teachers.
- Payroll change on certificated payroll. Teachers will now receive two paychecks (regular on the last day of the month, and supplemental on the 15th). This will significantly reduce the potential of errors. This was floated and okay-ed by UTLA. Change would be effective on the April 30th and May 15th payroll.
- Business office changes to address turnover.
- Financial statistics.

**VI. ECR's Retiree Benefit Trust**

- A. Discuss and Vote Donna "Obie" Slamon as a Trustee**      Vote      Marshall Mayotte      2

This is a voting position to oversee the management of the retiree benefit assets.

- B. Discuss and Vote Patricia Derry as Trustee**      Vote      Marshall Mayotte      2

This is a non-voting position to oversee the management of the retiree benefit assets. Ms. Derry oversees ECRA's bank accounts at Hanmi Bank. Having a non-voting financial person is a condition of the Trust.

**VII. Other Business**

- A. Future Agenda Items**      Discuss      5
- B. Closed Session**      Vote      Jonathan Wasser      30

Items to be discussed:

- Student Discipline
- Public Employee(s) Discipline/Dismissal/Release

- Conference with Labor Negotiators (i.e. David Fehte and Marshall Mayotte)

**VIII. Closing Items**

<b>A. Adjourn Meeting</b>	Vote	1
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# Cover Sheet

## Review and Vote February Special Board Meeting Minutes

**Section:** II. Consent  
**Item:** A. Review and Vote February Special Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Special Board Meeting on February 10, 2016

APPROVED



## El Camino Charter High School

### Minutes

#### Special Board Meeting

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**Date and Time**

Wednesday February 10, 2016 at 5:00 PM

**Location**

ECRCHS Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91367

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**Directors Present**

Jackie Keene, Jonathan Wasser, Obie Slamon, Odus Caldwell, Peter Vastenhold

**Directors Absent**

Dennis Thompson, Larry Rubin

**Guests Present**

Barbara Stanoff, Beth Corbett, Brian Geremia, Carlos Monroy, Change Patel, David Fehte, David Valenzuela, Fernando Delgado, Gail Turner-Graham, Howard Spike, Janelle Ruley, Jason Kinsella, Karen LeGrande, Lisa DeRubertis, Marilyn Brooks, Marlene Widawer, Marshall Mayotte, Melanie Horton, Melissa Charters, Oren Legrande, Richard Scheinberg, Roxanna Jabar-Ansari, Shelly Marshall, Susan Niven, Tim Garrow

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**I. Opening Items****A. Record Attendance and Guests****B. Call the Meeting to Order**

Jonathan Wasser called a meeting to order on Wednesday Feb 10, 2016 @ 5:08 PM at ECRCHS Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91367.

**C. Pledge of Allegiance****D. Teacher / Student Presentations**

ECRCHS's Drama students performed a musical number from the upcoming musical, Urinetown, directed by ECRCHS Drama teacher Sue Freitag and Musical Director Joel Maki.

**E. Public Comment on Non-Agenda Items and Agenda Items**

Parent Marlene Widawer questioned the Board's practice of hiring consultants and suggested that the Board ascertain if consultants are necessary, how much is ECRHS paying consultants, what is the cost benefit of hiring consultants and how does the work these consultants do help the students in the classroom?

**F. Committee and Board Updates**

Jackie Keene reported that the Ad Hoc committee is working on a draft document with guidelines for electing different representatives including community, teacher, parent and classified positions for the Board, to be presented at a future meeting.

**II. Consent**

**A. Review and Vote January Regular Board Minutes**

Peter Vastenhold made a motion to approve the Minutes of the January 20, 2016 Board meeting and approve Agenda items B and C.  
Jackie Keene seconded the motion.  
The team **VOTED** unanimously to approve the motion.

**B. Review and Vote on December Check Register**

Peter Vastenhold made a motion to approve Agenda items A, B and C.  
Jackie Keene seconded the motion.  
The team **VOTED** unanimously to approve the motion.

**C. Review and Vote for Form J13A**

Peter Vastenhold made a motion to approve Agenda items A, B and C.  
Jackie Keene seconded the motion.  
The team **VOTED** unanimously to approve the motion.

**III. Governance**

**A. Discuss and Vote Feddersen and Company for the 2015/16 Independent Financial Audit**

Obie Slamon made a motion to retain Feddersen and Co. for the 2015-16 Independent Financial Audit.  
Odus Caldwell seconded the motion.  
The team **VOTED** unanimously to approve the motion.

**IV. School and Policies**

**A. Review and Vote School-Parent Compact**

Peter Vastenhold made a motion to accept the School-Parent compact.  
Odus Caldwell seconded the motion.  
The team **VOTED** unanimously to approve the motion.

**B. Highlander K-8 STEM School Update**

Melanie Horton updated the Board on the Highlander site. ECRCHS's K-8 Charter petition for the Highlander site was on the Agenda for a vote at LAUSD's Board meeting on the previous day. Hale Middle School teachers presented a proposal

for a 6th - 14th grade Performing Arts program for the Highlander site. There was a lot of enthusiasm for the project but a concern is why the project is tied to the Highlander site when ECRCHS was selected by the LAUSD Board as a first proposer for the Highlander site and there were other sites around the valley, the Platt Ranch site or on Hale Middle School's existing campus that were suggested in the original document for a performing arts program. The LAUSD Board voted to authorize up to \$500,000. for Board member Scott Schmerelson to proceed with due diligence on the Highlander site (doing what ECR has been doing for the past 1 1/2 years) including engaging in community outreach, assessing the condition of the Highlander property and reporting back to the LAUSD Board with his findings. A big concern of several of the Board members is that LAUSD doesn't have the money to fund the project since the buildings at Highlander will have to be torn down and rebuilt and Monica Ratliff voiced her concern on the lack of transparency by Mr. Schmerelson on the new proposal for Highlander. Three Board members voted in favor of ECRCHS's proposal, Monica Ratliff, Monica Garcia and Ref Rodriguez, and four Board members voted against ECRCHS and for Hale's proposal, George McKenna, Scott Schmerelson, Steve Zimmer and Richard Vladovic.

**C. Executive Director Update**

Dave Fehte recognized ECR 9th grade student, Vanessa Sanchez, who has started her own business designing and selling bathing suits. She was featured in a swimming magazine.

**V. Financial**

**A. Review and Vote for Naerok Contract for Maintenance and Construction**

Peter Vastenhold made a motion to hire Naerok as a consulting firm to assist ECRCHS with obtaining licenses, certifications, construction bids, providing additional support staff, disaster assistance and more, at a cost of up to \$100,000 per academic year.

Jackie Keene seconded the motion.

The team **VOTED** unanimously to approve the motion.

**B. Review and Vote FCMAT Contract.**

Peter Vastenhold made a motion to contract with FCMAT at an annual cost of \$28,000 to review ECRCHS's internal controls and processes with quarterly check-ins and to add an additional layer of audit and protection of finances.

Odus Caldwell seconded the motion.

The team **VOTED** unanimously to approve the motion.

**C. Review and Vote MOU for Early Retirement from ECRA (UTLA Staff)**

Obie Slamon made a motion to approve the MOU early resignation/retirement agreement with Certificated (UTLA) staff.

Odus Caldwell seconded the motion.

The team **VOTED** to approve the motion.

**D. Review and Vote for Early Retirement Incentive for Non-Collective Bargaining Staff**

Peter Vastenhold made a motion to approve the early resignation/retirement agreement with the non-collective bargaining staff.

Odus Caldwell seconded the motion.

The team **VOTED** to approve the motion.

**E. Review and Vote for 990 Tax Returns**

Jackie Keene made a motion to approve the tax audit prepared by Fedderson and Company.  
Peter Vastenhold seconded the motion.  
The team **VOTED** to approve the motion.

#### **F. Energy Efficiency Update**

#### **G. EdTec Financial Update**

Chang Patel reviewed the December financial update prepared by EdTec.

#### **H. CBO Update**

Marshall reported that LAUSD is requiring fiscal changes that will require additional staffing. He and Susan Kim have absorbed many of Duc Quach's duties. Two new employees have been hired to help input information in the ERP system and will eventually assist teachers with requisitions and purchase orders. The ERP is being updated and will hopefully be fully implemented by Spring Break.

He explained how ECRCHS works to operate efficiently and keep costs down by hiring consultants for specialty work, and maintain a good working culture.

### **VI. Other Business**

#### **A. Future Agenda Item**

An update on the Shoup site will be added on next month's agenda. Marshall informed the Board that if for any reason ECRCHS decides not to proceed with the Shoup site, there is a buyer.

The Executive Director now needs to assign an administrator for the committee on the elections to fill the upcoming vacant Board positions.

#### **B. Closed Session (See Below) in Conference Room**

#### **C. Brown Act Training in Conference Room**

### **VII. Closing Items**

#### **A. Adjourn Meeting**

Obie Slamon made a motion to adjourn the meeting.

Jackie Keene seconded the motion.

The team **VOTED** to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:25 PM.

Respectfully Submitted,  
Terri Keas



# Cover Sheet

## Review and Vote January Check Register

**Section:** II. Consent  
**Item:** B. Review and Vote January Check Register  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2015-16 ECRA Check Register - February.pdf

**Check Register**



**El Camino Real High School**  
**January**

**2016**

Grand Total 4,101,213.57

Vendor	Check Number	Date	Description	Check Amount
Buddy's All Stars	11309	1/6/2016	Adidas Tees for Acadeca	403.30
Benefit and Risk Management Services	11310	1/6/2016	01/16 Admin Fees	217.00
CCSA Employee Welfare Benefit Trust	11311	1/6/2016	01/16 Employee Benefits	282,016.81
Joan Brdar	11292	1/6/2016	StoneFire food for Cross Country Banquet	1,549.38
Webinopoly	11293	1/6/2016	Web Design	625.00
Piece of Mind Care Services	11294	1/6/2016	11/15 Special Ed Services	2,327.50
Piece of Mind Care Services	11295	1/6/2016	12/15 Special Ed Services	3,768.80
Tara Kim, MA, OTR/L	11296	1/6/2016	11/15-12/15 Occupational Therapy	661.25
Glazier Football Clinics	11297	1/6/2016	Clinic Reg 2016 Season Pass	439.00
Covantia, LLC	11298	1/6/2016	10/15 Software Development and Integration Gateway	4,800.00
The Cruz Center	11299	1/6/2016	11/15 Special Ed Services (PT)	1,375.00
Westlake High School	11300	1/6/2016	Referee Fees for 2015 WHS Soccer Showcase	125.00
Phillips & Associates	11301	1/6/2016	11/15 Professional Fees and Expenses	737.84
CompuClaim	11302	1/6/2016	11/15 MeduClaim Procedure Code Billing	290.86
Advanced Office Automation, Inc.	11303	1/6/2016	Freight for Toner ordered by Donna	15.00
McGraw-Hill Education, Inc.	11304	1/6/2016	American Vision: Modern Times	6,510.49
Sportscraft Trophy & Award	11305	1/6/2016	Football plaques with laser engraving	408.75
BSN Sports Inc	11306	1/6/2016	Porter Pro Pad Bolt on Padding - Royal	1,785.40
Alan Grant	11307	1/6/2016	12/4/15 Supervision and Assist for Robotics club	150.00
De Toledo High School	11308	1/6/2016	11/15 Basketball gym rental fee	320.00
Staples	11312	1/7/2016	Water for Winter Formal Dance	61.20
Kirk A. West	11313	1/7/2016	01/07/16 FS Ref-Girls Basketball vs Golden Valley	62.00
Jordan Friedman	11314	1/7/2016	01/06/16 FS Ump-Girls Basketball vs Golden Valley	62.00
Charles F. Blattner	11315	1/7/2016	01/07/16 JV Ref-Girls Basketball vs Golden Valley HS	62.00
Darcus Townsend	11316	1/7/2016	01/07/16 JV Ump-Girls Basketball vs Golden Valley HS	62.00
Ashley Clark	11317	1/7/2016	01/07/16 Var Ref-Girls Basketball vs Golden Valley HS	73.00
Andrea Sanders	11318	1/7/2016	1/07/16 Var Ref-Girls Basketball vs Golden Valley HS	73.00
Inc The Lampo Group	11319	1/7/2016	Education Solutions Teacher Package (A. Gruen)	2,533.47
Wespac Plan Services, LLC	11320	1/7/2016	Daily Valuation Installation Fee (403(B) Plan	500.00
El Camino Real Charter High School	11323	1/8/2016	Transfer to Fund Hanmi ASB Trust 290870	100,000.00
El Camino Real Charter High School	11324	1/8/2016	Transfer to Fund Hanmi General Payroll 290862	1,000,000.00
El Camino Real Charter High School	11325	1/8/2016	Transfer to Fund Hanmi A/P Petty Acct 290854	500,000.00
El Camino Real Charter High School	11326	1/8/2016	Transfer to Hanmi Bank Account to cover Overdraft	4,000.00
Total Education Solutions	11327	1/11/2016	11/15 RSP Services	5,355.00
	DB011116	1/11/2016	PENSERV PLAN SER PENSERV137 Penserv	38,428.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check. Payroll checks are not included on this register.

Vendor	Check Number	Date	Description	Check Amount
American Foothill Publishing Co.	11322	1/12/2016	The Kings Courier Issue 5 Vol 46 Nov 20, 2015	691.60
Danny Byrne	11328	1/12/2016	01/13/16 Ref- Girls Water Polo vs Taft @ Birmingham	72.00
Robert Armas	11329	1/12/2016	01/13/16 FS and JV Ref- Boys Basketball vs Granada Hills	124.00
William Scott	11330	1/12/2016	01/13/16 FS and JV Ump- Boys Basketball vs Granada Hills	124.00
Dwayne Finley	11331	1/12/2016	01/13/16 Var Ref- Boys Basketball vs Granada Hills	73.00
Austin Nicholson IV	11332	1/12/2016	01/13/16 Var Ump-Boys Basketball vs Granada Hills	73.00
Lincoln High School	11333	1/12/2016	1/9,16,17,18,23/2016 Entry Fee 17th MLK Out of Season Tournament JV Softball	395.00
Lincoln High School	11334	1/12/2016	2/27, 3/05/16 18th Annual Lincoln HS Softball Classic	240.00
John Burroughs High School	11335	1/12/2016	1/16/16 7th Annual Pub vs Private Extravaganza Girls Basketball	150.00
Jeffrey Blumkin	11336	1/12/2016	01/13/16 JV Ref1, Var AR2-Boys Soccer vs Granada	111.00
Robert A. Hector	11337	1/12/2016	01/13/16 JV Ref2, Var AR1-Boys Soccer vs Granada	111.00
Gegham Vardanyan	11338	1/12/2016	01/13/16 Var Ref-Boys Soccer vs Granada; Auditor Note: check is incorrectly listed as #9999 in Jan 2016 bank statement	75.00
Chatsworth High School	11339	1/12/2016	2/27/16 Tournament Fee for JV Boys Volleyball Chatsworth HS	250.00
Valhalla Volleyball Trust	11340	1/12/2016	4/16/16 West Coast College Volleyball Tournament Fee Valhalla HS	375.00
FACT	11341	1/12/2016	11/15 Special Ed Services S Hulugalle	8,927.60
Sylvia Yi	2154	1/12/2016		416.66
	2155	1/12/2016	FSA Reimbursement	415.00
Jacques, Elizabeth	11342	1/13/2016	11/15 Tuition Reimbursement for Special Ed Hannah Jacques	4,865.00
Curry, William	11343	1/13/2016	10/19 - 12/06/15 Paint Services	3,000.00
Staples	11344	1/13/2016	File Folders	315.93
The Help Group-Summit View	11345	1/13/2016	11/15 Special Ed Services	6,255.96
The Help Group-North Hills Prep School	11346	1/13/2016	11/15 Special Ed Services	10,520.16
Maxim Staffing Solutions	11347	1/13/2016	11/30 - 12/04/15 LVN One on One for SPED	953.75
On Deck Sports	11348	1/13/2016	Base Zone Field Wall Pad	1,395.41
Marshall Mayotte	11349	1/13/2016	UPS Next Day Shipment	31.08
Wendy Treuhaft	11350	1/13/2016	Fall 2015 Tuition for USC Doctoral Program	1,400.00
Alydia Adamczyk	11351	1/13/2016	Mat + Cutting	22.89
Shelley Mark	11352	1/13/2016	Fabric, Pallettes, Brushes, Paper, mat board	209.33
Karen Ritchie	11353	1/13/2016	10/24/15 Reimbursement AP Conference RF Kennedy Community Schools	271.11
Ilda Luna	11354	1/13/2016	11/20-22/15 ACTFL Annual Convention in San Diego	1,138.32

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

Vendor	Check Number	Date	Description	Check Amount
			12/10-12/15 Reimbursement AVID National Conference	
Jonathan Beckerman	11355	1/13/2016	San Diego	999.88
Valerie Adani	11356	1/13/2016	Trendnet, cord for Internet	26.14
Doug Taylor	11357	1/13/2016	Markers	10.90
Ilda Luna	11358	1/13/2016	ACTFL Membership Dues	118.86
Sue Schuster	11359	1/13/2016	12/03/15 Reimbursement Mean Girls Ontario	324.12
			12/10-12/15 Reimbursement AVID National Conference	
Lori Pratt	11360	1/13/2016	San Diego	1,151.69
Terrence Fischer	11361	1/13/2016	12/8, 12/17 Mileage Camerata Performance	29.90
Matthew Harbourt	11362	1/13/2016	Materials for Art Class	408.26
Amy Meck	11363	1/13/2016	Per Diem Meals	424.98
Sylmar High School	11364	1/13/2016	04/09/16 Sylmar HS Invitational Volleyball Tournament Fee	275.00
			Personal Finance Products (teacher and student textbooks)	
Inc The Lampo Group	11365	1/13/2016	for Alt School	791.88
American Heritage Life Insurance Company	11366	1/13/2016	1/16 Supplemental Health Insurance Premium	2,524.08
The Cruz Center	11367	1/13/2016	12/15 Special Ed Services (PT)	1,100.00
			5th Annual Battle of the Cage FS Boys Basketball	
Poly High School	11368	1/13/2016	Tournament Fee 12/5-02/13	650.00
			02/27/16 Tesoro HS Annual Boys Volleyball Tournament	
Tesoro High School	11369	1/13/2016	Fee	375.00
Verizon Wireless	11370	1/13/2016	11/15 Communication Services	1,865.52
Advanced Office Automation, Inc.	11371	1/13/2016	Excess Copy Charges for Copier	145.25
Revolution Foods, Inc.	11372	1/14/2016	11/15 - Meals	38,627.23
Revolution Foods, Inc.	11373	1/14/2016	10/15 - Meals	53,489.59
Kelly Services, Inc.	11374	1/14/2016	Substitute Teachers through 11/22/15	23,924.47
Kelly Services, Inc.	11375	1/14/2016	Substitute Teachers through 12/13/15	10,251.55
Kelly Services, Inc.	11376	1/14/2016	Substitute Teachers through 12/20/15	3,209.19
Award Winners	11377	1/14/2016	Championship medals for Drill Team	168.95
Edwin M. Goldbloom	11378	1/14/2016	01/14/16 Ref-Wrestling vs Cleveland HS	91.00
Tommy Tran	11379	1/14/2016	White Tees for Boys Basketball vs Taft 01/15/16	1,500.00
Susan Freitag	11380	1/14/2016	Copies- Music Urinetown, Broadway Show, posters	156.99
Jessier Tibana	11381	1/14/2016	01/15/16 FS Ump, JV Ref- Boys Basketball vs Taft	124.00
Jonathan Patton	11382	1/14/2016	01/15/16 FS Ref-Boys Basketball vs Taft	62.00
Henry Carpio	11383	1/14/2016	01/15/16 JV Ump-Boys Basketball vs Taft	62.00
Bob Rappoport	11384	1/14/2016	01/15/16 Var Ref-Boys Basketball vs Taft	73.00
Ed Kirkorian	11385	1/14/2016	01/15/16 Var Ref-Boys Basketball vs Taft	73.00
Amandeep Samra	11386	1/14/2016	01/15/16 Var Ref-Boys Basketball vs Taft	73.00
Andy Azodi	11387	1/14/2016	01/15/16 LAPD Security Boys Basketball vs Taft(4hrs)	222.00
Bruce Bruhn	11388	1/15/2016	01/15/16 JV Ref, Var AR2-Boys Soccer vs Taft	111.00
Jorge Rojas	11389	1/15/2016	01/15/16 JV Ref, Var AR 1-Boys Soccer vs Taft	111.00

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Payroll checks are not included on this register.

Vendor	Check Number	Date	Description	Check Amount
Mehdi Eskandari	11390	1/15/2016	01/15/16 Var Ref-Boys Soccer vs Taft	75.00
JW Pepper & Son, Inc	11401	1/19/2016	Sheet Music	517.58
Vista Paint Corporation	11402	1/19/2016	Paint Supplies	170.35
Staples	11403	1/19/2016	Coffee supplies for main office, toiletries,	853.44
Buddy's All Stars	11404	1/19/2016	Girls Basketball Jerseys	908.87
Hector Orozco Jr.	11405	1/19/2016	01/15/16 Manual Paycheck	123.38
	1749	1/19/2016	Village Nation/BSU student assembly	(3,000.00)
Matthew Harbourt	2156	1/19/2016	FSA Reimbursement	1,049.00
PARS	11391	1/19/2016	10/15 PARS Admin Fees	312.12
Staples	11392	1/19/2016	DR420 DRUM Unit (Rosie Montague) Science Dept.	785.36
			Boys	
Buddy's All Stars	11393	1/19/2016	Basketball Trust-Nike Mesh Shorts	226.35
School Food Solutions L3C	11394	1/19/2016	12/15 Food Services program support	890.90
Cimarron Sign Services, Inc.	11395	1/19/2016	Sponsorship Banner-Gymnasium	408.75
Pacific Lodge Youth Services	11396	1/19/2016	12/21-25/15 Basketball Gym Rental Fees	2,250.00
			12/06/15-02/01/16 Late Charges CA 15 PROP TAX FEE	
Canon Financial Services, Inc.	11397	1/19/2016	VP4120	218.55
			10/01/2015-12/31/2015 Maintenance(Serial/ID-	
Canon Solutions America, Inc	11398	1/19/2016	DHK15600,DHK15703,DHK15704,DHK15908,DHK15929	409.82
Inc. PTM Document Systems	11399	1/19/2016	Z Fold Form with Void Panto-Blue Z0802	449.40
The Click Source, Inc.	11400	1/19/2016	Installation of Filemaker 12 on Teacher computers	200.00
Regional TAP Service Center	11406	1/20/2016	09/15 METRO 30DAY ST	312.00
			01/20/16 JV Ref 1, VAR AR 1- Girls Soccer vs Cleveland	
Robert A. Hector	11407	1/20/2016	HS	111.00
			01/20/16 JV Ref 2, VAR AR 2- Girls Soccer vs Cleveland	
Javier Bustos	11408	1/20/2016	HS	111.00
Yousef Houdaly	11409	1/20/2016	01/20/16 Var Ref- Girls Soccer vs Cleveland HS	75.00
John E. Brown	11410	1/20/2016	01/20/16 FS Ref-Girls Basketball vs Cleveland HS	62.00
Bob Arias	11411	1/20/2016	01/20/16 FS Ump-Girls Basketball vs Cleveland HS	62.00
Charles F. Blattner	11412	1/20/2016	01/20/16 JV Ref-Girls Basketball vs Cleveland HS	62.00
Jene Brazil	11413	1/20/2016	01/20/16 JV Ump-Girls Basketball vs Cleveland HS	62.00
Jennifer Isbell	11414	1/20/2016	01/20/16 Var Ref-Girls Basketball vs Cleveland HS	73.00
Michael Fishman	11415	1/20/2016	01/20/16 Var Ump-Girls Basketball vs Cleveland HS	73.00
			1/09/16 Charter bus for Basketball Challenge at Lincoln	
Transit Systems Unlimited, Inc.	11416	1/20/2016	High	1,160.00
The Print Spot	11417	1/20/2016	Start Up Fee for Printing Services Contract 12/15	3,000.00
Hanmi Bank	11418	1/20/2016	Loan No 45142788 Finance and other Charges	500.00
Buddy's All Stars	11419	1/20/2016	Embroidery for boys soccer	1,070.55
Buddy's All Stars	11420	1/20/2016	Reconditioning of Gold Helmets for football team	4,948.82
Buddy's All Stars	11421	1/20/2016	Practice pants for football team	1,164.12

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Vendor	Check Number	Date	Description	Check Amount
Buddy's All Stars	11422	1/20/2016	Practice Football jerseys	1,807.10
	DB012016	1/20/2016	PENSERV PLAN SER PENSERV137 Penserv	360.00
Educational Data Systems	11423	1/21/2016	Multiple pickup request for CELDT	45.00
PCM-G	11424	1/21/2016	Demo books- Surface Pros and EWaste fees	1,474.50
School Food Solutions L3C	11425	1/21/2016	11/15 Food Service Program Support	967.60
Merit Oil Company	11426	1/21/2016	12/22/15 Delivery Gasoline	376.29
Houghton Mifflin Harcourt	11427	1/21/2016	Breaking Through PA Book for De Rubertis	845.84
			Professional Services through 11/30/15 (Certification Letter attached)	
Feddersen & Company, LLP	11428	1/21/2016		996.00
The Gas Company	11429	1/21/2016	12/11 - 12/23/15 Gas Charges 7401 Shoup West Hills	116.54
Fence Factory Rentals	11430	1/21/2016	11/15 Fence Rental	976.00
Creative Cookbook Company	11431	1/21/2016	Cookbooks (Fundraiser)	1,510.00
Pitney Bowes	11432	1/21/2016	Postage	550.98
Neil Treuhaft	11433	1/21/2016	Parts for Science Labs (Drain Stop)	768.00
Covantia, LLC	11434	1/21/2016	11/15 Software Development and Integration Gateway	4,800.00
Webinopoly	11435	1/21/2016	Payment 2 of Web Development Phase	1,000.00
			8/15 SpEd Services-Direct Intervention, Supervision(C Johnson)	
Verdugo Hills Autism Project	11436	1/21/2016		5,129.58
			9/15 SpEd Services-Direct Intervention, Supervision(C Johnson)	
Verdugo Hills Autism Project	11437	1/21/2016		6,240.36
			10/15 SpEd Services-Direct Intervention, Supervision(C Johnson)	
Verdugo Hills Autism Project	11438	1/21/2016		7,007.40
			11/15 SpEd Services-Direct Intervention, Supervision(C Johnson)	
Verdugo Hills Autism Project	11439	1/21/2016		5,302.98
California Scholarship Federation	11440	1/21/2016	2015-16 CSF Dues	150.00
Stephanie Franklin	11441	1/21/2016	MyChron Timer, Set of 12	82.79
Terrence Fischer	11442	1/21/2016	12/18/15 - 1/09/16 Wrestling Tournaments Van Rentals	1,553.59
			1/07 -10/16 American Baseball Coaches Assoc Nashville, TN Registration Fee, Hotel Accomodations for 3 coaches,	
Jonathan Beckerman	11443	1/21/2016	Per diem meals	1,488.75
			Showcase pics, stool, Mini Hdmi, Flash Drive for Student Council	
Jeffrey Craig	11444	1/22/2016		96.05
Samantha Spencer	11445	1/22/2016	Books and other Reference Materials	62.59
Susanna Jacobs	11446	1/22/2016	Copies-Exam Packets	56.93
Holly Kiamanesh	11447	1/22/2016	Lab Supplies	39.56
Guadalupe Miller	11448	1/22/2016	12/02/15 Effectively Dealing with Disruptive Students	298.73
			Reimbursement 12/26-31/15 Gas for Boys Basketball	
Joe Wyatt	11449	1/22/2016	Tournament in Modesto	360.00
			01/22/16 Ref- Girls Water Polo vs Verdugo Hills@	
Chuck Wolcott	11450	1/22/2016	Birmingham	72.00
Jonathan Patton	11451	1/22/2016	01/22/16 FS & JV Ref-Girls Basketball vs Birmingham	124.00

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Vendor	Check Number	Date	Description	Check Amount
Allen Alvarez	11452	1/22/2016	01/22/16 FS & JV Ump- Girls Basketball vs Birmingham	124.00
Ken Ashford	11453	1/22/2016	01/22/16 Var Ref-Girls Basketball vs Birmingham	73.00
Joseph Sonnefeld	11454	1/22/2016	01/22/16 Var Ump-Girls Basketball vs Birmingham	73.00
Louis Mages	11455	1/22/2016	012216 JV Ref1, Var AR1-Girls Soccer vs Birmingham	111.00
Jorge Rojas	11456	1/22/2016	01/22/16 JV Ref2, Var AR2-Girls Soccer vs Birmingham	111.00
Adam Savage	11457	1/22/2016	01/22/16 Var Ref- Girls Soccer vs Birmingham	75.00
			01/29/15 Manual Final Paycheck-PTO Payout, 3 months	
Duc Quach	11458	1/22/2016	Severance, H&W Stipend	13,741.06
Duc Quach	11459	1/22/2016	01/29/16 Manual Final Paycheck 1	4,204.07
Duc Quach	11460	1/22/2016	01/29/16 Manual Final Paycheck 2	12,586.89
Duc Quach	11461	1/22/2016	01/29/16 Manual Final Paycheck 3	1,486.91
Duc Quach	11462	1/22/2016	01/29/16 Manual Final Paycheck 4	2,825.53
Samantha Spencer	11463	1/22/2016	Books/Reference Materials	56.73
Alison Galliher	11464	1/22/2016	Costumes for Varsity Drill Team Trust	758.11
Shelly Marshall	11465	1/22/2016	Fall Season Costumes Drill Team Trust	1,483.68
			1/7-10/16 American Baseball Coaches Association Conference in Nashville(Registration, PerDiem Meals and	
Josh Lienhard	11466	1/22/2016	Airfare of 3 coaches)	1,575.00
			1/7-10/16 American Baseball Coaches Association	
Jeremy Boyle	11467	1/22/2016	Conference in Nashville	260.00
			12/26-31/15 Rental Cars Boys Basketball Tournament	
Joe Wyatt	11468	1/22/2016	Modesto	1,660.00
Alyssa Lee	11469	1/25/2016	Boys Volleyball Banquet 2015 (Trust)	1,188.77
			1/15/16 CA Assessment of Student Performance &	
Richard Yi	11470	1/25/2016	Progress Sta Barbara Workshop	131.00
OfficeXpress, Inc. (OxPros)	11471	1/25/2016	InkCarts for Terri Keas (EPST200120)	63.11
Far West Plywood Company	11472	1/25/2016	Spring Order-Wood for Woodshop Class COD 1/26/16	4,352.50
California Science Center Foundation	11473	1/25/2016	03/09/16 CA Science Center IMAX Theatre Trip SpEd	50.00
American Express	11474	1/25/2016	Miscellaneous	13,170.03
American Express	11475	1/25/2016	Miscellaneous	493.45
American Express	11476	1/25/2016	Miscellaneous	5,733.13
American Express	11477	1/25/2016	Miscellaneous	5,266.65
John Troxel	11478	1/25/2016	01/25/16 Ref- Wrestling vs Eagle Rock Duals Playoffs-Rd 1	87.00
Danny Byrne	11479	1/25/2016	01/25/16 Ref-Girls Water Polo vs Birmingham CCHS	72.00
American Express	11480	1/25/2016	Miscellaneous	13,864.83
Lisa Sharp	11481	1/26/2016	Reimbursement for Band Yearbook	1,211.26
Lisa Sharp	11482	1/26/2016	10/24, 11/14,21 Truck rental for Band	580.93
A-1 Lawnmower Inc.	11483	1/26/2016	John Deere Repair/Replacement Parts(Baseball)	888.73
Bagger Sports	11484	1/26/2016	Mizuno Bat, Mizuno Comp Polos(Softball Trust)	1,676.04

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Vendor	Check Number	Date	Description	Check Amount
Deny Sportswear	11485	1/26/2016	Mesh Shorts with Screen Printing and Embroidery (Softball Trust)	692.89
School Services of California, Inc.	11486	1/26/2016	10/06/15 HR Essentials Conference Fee	765.00
BoardOnTrack	11487	1/26/2016	1/1/16-12/31/16 Annual Strategic Membership Foundation Board	5,995.00
Jules Seltzer Associates	11488	1/26/2016	Balance Misc Furniture Pieces, Duc's Rm, T-34, Library Proposal 128689	11,824.48
Nite Owl Alarm & Video, Inc.	11489	1/26/2016	12/15 Burglar Monitoring Shoup Property	87.00
Vista Paint Corporation	11490	1/26/2016	Paint Supplies	173.86
Staples	11491	1/26/2016	Staples 8.5x11 COPY CS	1,109.92
Phillips & Associates	11492	1/26/2016	12/15 Professional Fees and Expenses	3,364.00
PlaceWorks	11493	1/26/2016	10/1-31/15 Professional Services Phase I & II ESA Shoup Property	7,238.79
Marjan Yazdanniaz	11494	1/26/2016	11/15 Special Ed Services	1,860.00
Jill Dyck	11495	1/26/2016	12/15 Yoga Classes Drama Trust	100.00
The Shredders	11496	1/26/2016	12/15 - Shredding	124.00
Transit Systems Unlimited, Inc.	11497	1/26/2016	01/18/16 Bus for MLK Tournament College of the Sequoias Visalia	1,160.00
CagePro Tee	11498	1/26/2016	CagePro Classic Tees	200.00
Revolution Foods, Inc.	11499	1/26/2016	12/15 - Meals	30,521.12
Ward's Science	11500	1/26/2016	Cow or Calf Eyes for Lab	337.02
Advanced Office Automation, Inc.	11501	1/26/2016	Excess Copy Charges for Copier (Alt Ed)	325.89
L.A. Hydro-Jet & Rooter Service, Inc.	11502	1/26/2016	Labor - Sewer clean out	206.00
El Camino Real Charter High School	11503	1/26/2016	Transfer to Fund Hanmi General Payroll 290862	1,700,000.00
Chuck Wolcott	11504	1/27/2016	01/27/16 Ref-Girls Water Polo vs Cleveland @Birmingham Pool	72.00
Mark Clayton	11505	1/27/2016	01/27/16 FS Ref-Boys Basketball vs Chatsworth	62.00
Robert Armas	11506	1/27/2016	01/27/16 FS & JV Ump,-Boys Basketball vs Chatsworth	124.00
Dan Teola	11507	1/27/2016	01/27/16 Var Ump-Boys Basketball vs Chatsworth	73.00
Miguel Mejia	11508	1/27/2016	01/27/16 JV Ref1, Var AR2-Boys Soccer vs Chatsworth	111.00
Gabriel Bruskoff	11509	1/27/2016	01/27/16 JV Ref2, Var AR1-Boys Soccer vs Chatsworth	111.00
Mehdi Eskandari	11510	1/27/2016	01/27/16 Var Ref-Boys Soccer vs Chatsworth	75.00
Robert Foster	11511	1/27/2016	01/27/16 JV & Var Ref-Boys Basketball vs Chatsworth	135.00
US Life Insurance Co of NY	11512	1/27/2016	12/15 Voluntary Life	620.36
Unum Life Insurance Company of America	11513	1/27/2016	01/16 - Premium Life Insurance	4,010.82
US Life Insurance Co of NY	11514	1/27/2016	01/16 Voluntary Life	620.36
US Life Insurance Co of NY	11515	1/27/2016	01/16 Voluntary Life	620.36
Mutual of Omaha	11516	1/27/2016	01/16 - Voluntary Disability Insurance	1,919.14
Allied Media Services	11517	1/28/2016	11/22/15 Event DVDs -Greensboro: A Requiem	545.00

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Vendor	Check Number	Date	Description	Check Amount
Granada Hills Charter High School	11518	1/28/2016	11/09/15 Boys Water Polo Playoff Share of Expense for Officials	71.00
Interquest Detection Canines	11519	1/28/2016	11/09, 12/14/15 Canine Detection	350.00
Department of Justice (State of CA)	11520	1/28/2016	12/15 Fingerprint Apps, FBI	113.00
Smart & Final	11521	1/28/2016	12/03-12/18/15 Cooking Supplies for Food Class	713.58
Maxim Staffing Solutions	11522	1/28/2016	12/07-11/15 LVN One on One for SPED	1,058.75
Educatus International	11523	1/28/2016	Tuition Refund-Wedler, Luna Sofia FX Student	5,000.00
Covantia, LLC	11524	1/28/2016	12/15 Software Development and Integration Gateway	4,800.00
Board of Equalization	11525	1/28/2016	10/01/2015 - 12/31/15 Sales and Use Tax	1,429.00
American Heritage Life Insurance Company	11526	1/28/2016	2/16 Supplemental Health Insurance Premium	1,262.04
Exchange Service International	11527	1/28/2016	Tuition Refund-Schuermann, Madlen FX Student	5,000.00
Designs By King	11528	1/28/2016	Flag Bag	592.00
Amy Meck	11529	1/28/2016	11/12/15 Make the Best Use of Free Google Tools Conference Fee-Pasadena	239.00
Michele Greene	11530	1/28/2016	ES B & W Test Copies	60.65
Alyssa Lee	11531	1/28/2016	Boys Volleyball Spirit Pack (Trust)	3,508.02
Kevin Williams	11532	1/28/2016	40 Lb Weighted Vests	212.53
Terrence Fischer	11533	1/28/2016	Wrestling Mat Tape	41.78
Rosalinda Montague	11534	1/28/2016	ECRCHS Food Survey Monkey Subscription	26.00
Louis Mages	11535	1/29/2016	01/29/16 JV Ref2, Var-AR1-Girls Soccer vs Granada Hills	111.00
Luis Gutierrez	11536	1/29/2016	01/29/16 JV Ref1,Var AR1- Girls Soccer vs Granada Hills	111.00
Garrett R. Emerson	11537	1/29/2016	01/29/16Var REF- Girls Soccer vs Granada Hills	75.00
Zachary Ghamlouch	11538	1/29/2016	01/28/16 FS REF- Girls Basketball Officials vs Granada Hills	62.00
Desmond Carter	11539	1/29/2016	01/28/16 FS & JV UMP- Girls Basketball Officials vs Granada Hills	124.00
Lisa Scott	11540	1/29/2016	01/28/16 JV & VAR REF- Girls Basketball Officials vs Granada Hills	135.00
Corey Long Jr	11541	1/29/2016	01/28/16 Var UMP- Girls Basketball Officials vs Granada Hills	73.00
Susan Moran	11542	1/29/2016	01/27/16 Ticket Seller Boys Basketball vs Chatsworth(4hrs)	120.00

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# Cover Sheet

## Review and Vote Consolidated Application Prepared by EdTec

**Section:** II. Consent  
**Item:** C. Review and Vote Consolidated Application Prepared by EdTec  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Con App - Certified - mr - 2.29.16.pdf

**California Department of Education**

**Consolidated Application**

El Camino Real Charter High (19 64733 1932623)

Status: Certified  
 Saved by: Milada Rakijian  
 Date: 2/29/2016 5:18 PM

**2013-14 Title II, Part A Fiscal Year Expenditure Report, Closeout 27 Months**

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2013 through September 30, 2015.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflemmer@cde.ca.gov](mailto:mflemmer@cde.ca.gov), 916-324-5689

2013-14 Title II, Part A final entitlement	\$5,989
2013-14 Title II, Part A total apportionment issued	\$5,989

**Professional Development Expenditures**

Professional development for teachers	\$5,989
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

**Exams and Test Preparation Expenditures**

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

**Recruitment, Training, and Retaining Expenditures**

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

**Miscellaneous Expenditures**

Class size reduction	
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$5,989
2013-14 Unspent Funds	\$0
Note: CDE will invoice the LEA for the amount of 2013-14 unspent funds.	
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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El Camino Real Charter High (19 64733 1932623)

Status: Certified  
 Saved by: Milada Rakijian  
 Date: 2/29/2016 5:18 PM

### 2014-15 Title I Part A Carryover

Report only expenditures for fiscal year 2014-15 allocation to determine funds to be carried over to fiscal year 2015-16.

**CDE Program Contact:**

Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789  
 Rina DeRose, Title I Policy and Program Guidance Office, [RDerose@cde.ca.gov](mailto:RDerose@cde.ca.gov), 916-323-0472

### 2014-15 Carryover Calculation

2014-15 Title I Part A Entitlement	\$254,869
Transferred in	\$0
Title I Part A available allocation	\$254,869
Expenditures and obligations from July 1, 2014 through June 30, 2015 (12 Months)	\$254,869
Carryover as of June 30, 2015	\$0
Carryover percent as of June 30, 2015	0.00%
Expenditures and obligations from July 1, 2014 through September 30, 2015 (15 Months)	\$254,869
Carryover as of September 30, 2015	\$0
Carryover percent as of September 30, 2015	0.00%

**\*\*\*Warning\*\*\***

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## 2014-15 Title III, Part A LEP YTD Expenditure Report, 18 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through December 30, 2015.

### CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

### Required and Authorized LEP Sub-grantee Activities

#### Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

#### Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2014-15 Title III, Part A LEP entitlement	\$11,310
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$11,310
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$11,310
2014-15 Unspent funds	\$0
General comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2015-16 Title I, Part A Notification of Authorization of Schoolwide Program**

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

**Note:**

In order for CDE program staff to have visibility to all SWP authorized schools, it is important to have an Authorized Representative certify this Notification of Authorization data collection after a change is made.

School Name	School Code	Authorized	Local Board Approval Date (ex. 04/30/2015)	SIG Approval Date (ex. 04/30/2015)	Poverty Level %
El Camino Real Charter High	1932623	N			

**\*\*\*Warning\*\*\***

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### 2015-16 Title I, Part A LEA Allocation

The purpose of this data collection is to calculate the full Title I Part A allocation available to the LEA.

**CDE Program Contact:**

Jane Liang, District Innovation and Improvement Office, [jliang@cde.ca.gov](mailto:jliang@cde.ca.gov), 916-319-0259  
 Jacqueline Matranga, District Innovation and Improvement Office, [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905

2015-16 Title I, Part A entitlement	\$224,767
Transferred-in amount	\$0
Title I, Part A entitlement after transfers	\$224,767
<b>Note:</b> In order for the 2014-15 Allowable Carryover amount to be pre-populated, the 2014-15 Title I, Part A Carryover data collection should be completed and saved before beginning data entry on this data collection.	
2014-15 Allowable Carryover <small>(Allowable values are the 12 month 2014-15 carryover amount or, whichever is less either the 15 month 2014-15 carryover amount or 15% of the 2014-15 entitlement plus transfers-in amount)</small>	\$0
Repayment of funds	
2015-16 Total allocation	\$224,767
Indirect cost reservation	
Administrative reservation	
2015-16 Title I, Part A adjusted allocation	\$224,767
<b>Indirect Cost and Administration Calculation Tool</b> To help determine allowable indirect cost and administration reserves, based on your Approved Indirect Cost Rate as defined on <a href="http://www.cde.ca.gov/fg/ac/ic/">http://www.cde.ca.gov/fg/ac/ic/</a> , below are recommended values.	
2015-16 Approved indirect cost rate	3.86%
Maximum allowable indirect cost reservation	\$8,353
Recommended administration reservation	\$25,361

**\*\*\*Warning\*\*\***

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**2015-16 Title I, Part A Reservations, Required**

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
 Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948

**Nonprofit Private School Equitable Services Percentage Calculation**

Total participating nonprofit school low income students	
Total participating attendance area low income students	887
Percent of nonprofit private school low income students for equitable service calculations	0.00%

**Required Reservations**

Title I Part A adjusted allocation	\$224,767
------------------------------------	-----------

**Parental Involvement**

Parental involvement (1% of the entitlement plus transfers-in if greater than \$500,000.)	\$0
Supplemental parental involvement (Optional: Additional discretionary set-aside.)	
Nonprofit private school parental involvement set-aside	\$0
Amount remaining	\$0
Public school parental involvement	\$0
Balance available for LEA parental involvement activities	\$0

**Direct and Indirect Services**

Direct or indirect services to homeless children, regardless of their school of attendance	\$1
Homeless services provided (Maximum 500 characters)	School is prepared to provide these services if necessary.
Local neglected institutions Does the LEA have local institutions for neglected children or children currently classified as neglected?	
Direct or indirect services in local institutions for neglected children	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	
Other neglected or delinquent services	

**\*\*\*Warning\*\*\***

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### 2015-16 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
 Rina DeRose, Title I Policy and Program Guidance Office, [RDerose@cde.ca.gov](mailto:RDerose@cde.ca.gov), 916-323-0472

**Allowed Reservations**

**Professional Development for Highly Qualified Teachers and Paraprofessionals**

Professional development for highly qualified teachers and paraprofessionals	\$0
Nonprofit private school equitable services	\$0
Professional development reserved for public schools	\$0

**District-wide Instructional Programs**

District-wide instructional programs (Non-PI activities)	
Nonprofit private school equitable services	\$0
District-wide instructional programs for Title I public schools	\$0

**Other School Programs**

Other school programs Including summer school or intersession programs or before and after school programs.	
Nonprofit private school equitable services	\$0
Other school programs reserved for public schools	\$0

**Other Allowable Reservations**

Salary differentials	
Preschool programs	
Capital expenses for nonprofit private schools	

**Program Improvement Activities**

Teacher incentives and rewards (Maximum 5% of entitlement after transfers.)	
Professional development of highly qualified teachers	
Technical assistance to schools	
Summer school, intersession programs or before and after school programs	

**\*\*\*Warning\*\*\***

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### 2015-16 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
 Rina DeRose, Title I Policy and Program Guidance Office, [RDerose@cde.ca.gov](mailto:RDerose@cde.ca.gov), 916-323-0472

### Reservation Summary

Adjusted Allocation	\$224,767
Total required reservations	\$44,963
Total allowed reservations	\$0
Allocations after reservations	\$179,804
Total nonprofit private school set-aside	\$0
Private nonprofit school Parental Involvement set-aside	\$0
Public school Parental Involvement set-aside	\$0
Amount available for Title I, Part A school allocations	\$179,804

**\*\*\*Warning\*\*\***

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**2015-16 Title I, Part A School Allocations**

This identifies the amount of Title I, Part A funds to be allocated to eligible public schools and equitable services to students in nonprofit private schools.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
 Nancy Bodenhausen, Title I Policy and Program Guidance Office, [NBodenhausen@cde.ca.gov](mailto:NBodenhausen@cde.ca.gov), 916-445-4904

**LEA meets small district criteria.**

An LEA is defined as a small district criteria if, based on the school list and the data entered in School Student Counts Actuals, the LEA meets one or more of the following:

- Is a single school district
- Has a single school per grade span
- Has enrollment total for all schools less than 1,000

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

**Allowable Exception Reasons**

- a - Meets 35% Low Income Requirement
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opted In
- i - CORE Waiver Eligible High School

Low income measure	FRPM
Group Schools by Grade Span	Yes
District-wide low income %	23.14%
Available Title I, Part A school allocation	\$179,804
Available public school parental involvement reservation	\$0
Available nonprofit private school set-asides	\$0

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### 2015-16 Title I, Part A School Allocations

This identifies the amount of Title I, Part A funds to be allocated to eligible public schools and equitable services to students in nonprofit private schools.

Available nonprofit private school parental involvement reservation \$0

School Name	School Code	Grade Span Group	Student Enrollment	Low Income Students	Low Income Student %	\$ Per Low Income Student (0.00)	Carryover	Public School Parental Involvement	Nonprofit Private Parental Involvement	Nonprofit Private Set Aside	Total School Allocation	Exception Reason	EIA Funded	Other Program Funds	Exception Comment
El Camino Real Charter High	1932623	3	3833	887	23.14	202.71					179803.77		N	N	

**\*\*\*Warning\*\*\***

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## 2015-16 Title I, Part A Program Improvement Midyear Activity and Expenditure Report

If one or more schools is in Program Improvement, the LEA is required to provide a mid-year status of activities related to Choice and or SES services.

**CDE Program Contact:**

Jacqueline Matranga, District Innovation and Improvement Office , [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905  
 Jane Liang, District Innovation and Improvement Office, [jliang@cde.ca.gov](mailto:jliang@cde.ca.gov), 916-319-0259

**Activities**

Number of students who applied for Choice	0
Number of new and continuing students who transferred to attend a non-PI school under ESEA	0
Number of new and continuing students who transferred to attend a non-PI school under a local or state school choice program	0
Number of students who applied for SES	0
Number of students who received SES	0
Activities comment	Students were notified of the SES option via USPS which resulted in zero participation.
An explanation must be provided if all activities are zero.	

**Expenditures and Encumbrances**

Due to a federal audit comment received, LEAs are required to provide biannual year-to-date PI expenditures and encumbrances in support of Choice and SES activities.

Choice transportation using Title I Part A funds	\$0
Choice transportation using non-Title I Part A funds	\$0
SES using Title I Part A funds	\$0
SES using non-Title I Part A funds	\$0
Parent outreach using Title I Part A funds	\$2,090
Parent outreach using non-Title I Part A funds	
Total expenditures and encumbrances using Title I Part A funds	\$2,090
Total expenditures and encumbrances using non-Title I Part A funds	\$0
Expenditure comment	Printing/Mailing Cost for 3,800 students: \$2,090.00
An explanation is required if no program improvement expenditures or encumbrances have occurred (maximum 500 characters).	

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### 2015-16 Title II, Part A LEA Allocations and Reservations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II Part A Teacher & Principal Training & Recruiting, and to report required reservations.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflemmer@cde.ca.gov](mailto:mflemmer@cde.ca.gov), 916-324-5689  
 Juan J. Sanchez, Section 2141 Contact, [jsanchez@cde.ca.gov](mailto:jsanchez@cde.ca.gov), 916-319-0452

2015-16 Title II Part A entitlement	\$5,583
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$5,583
Repayment of funds	\$0
Repayment comment	
Provide an explanation of why repayment dollars were added back to the allocation	
2015-16 Allocation	\$5,583
Administrative and indirect costs	\$0
2015-16 Title II, Part A adjusted allocation	\$5,583

**\*\*\*Warning\*\*\***

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**2015-16 Consolidation of Administrative Funds**

A request by the LEA to consolidate administrative funds for specific programs.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

Title I, Part A (Basic) SACS Code 3010	No
Title I, Part C (Migrant Education) SACS Code 3060	No
Title I, Part D (Delinquent) SACS Code 3025	No
Title II, Part A (Teacher Quality) SACS Code 4035	No
Title III (Immigrant Students) SACS Code 4201	No
Title III (LEP Students) - 2% maximum SACS Code 4203	No
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	No

**\*\*\*Warning\*\*\***

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# Cover Sheet

## Discuss and Vote Material Revision Re-submit

**Section:** II. Consent  
**Item:** G. Discuss and Vote Material Revision Re-submit  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 031616 Material Revision Board Resolution.pdf  
0316160 LTR CSD re Material Revision Main Campus.pdf

El Camino Real Alliance  
Board of Directors

**Resolution**

WHEREAS, the El Camino Real Alliance (“ECRA”) Board of Directors seeks a material revision of the El Camino Real Charter High School (“ECRCHS” or the “Charter School”) charter petition, as detailed herein; and

WHEREAS, the ECRA Board of Directors hereby authorizes the submission to the Los Angeles Unified School District of the request for the proposed ECRCHS charter revisions; and

WHEREAS, the ECRA Board of Directors authorizes Principal Dave Fehte to execute (sign) the amendment document and otherwise act on behalf of ECRA with respect to the material revision application process;

NOW THEREFORE BE IT RESOLVED:

ECRA requests a material revision of the ECRCHS charter to allow for an enrollment capacity of 3,800 students. This enrollment capacity is consistent with the campus capacity determination made by [insert name] of the Los Angeles Unified School District’s [insert name of department].

ECRCHS’s weighted 3-Year Average Academic Performance Index (“API”) score was 823. The Charter School’s most recent statewide and similar schools API ranks were 9 and 7, respectively. With such excellent educational indication already in place, the Charter School aspires to offer more vocational opportunities to students, thus preparing all students for high school graduation and the working world. The Charter School provides a strong and proven educational program that serves the unique needs of all of its students, and desires to be able to offer that program to as many students as its campus allows.

AND BE IT FURTHER RESOLVED:

The ECRCHS charter renewal petition, unanimously approved by the District Board on November 10, 2015 will be revised as follows:

General Information Table, page 3

The number of students in the first year will be:	3,800
The enrollment capacity is: (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)	3,800

Target Enrollment Plan, page 22.

**Enrollment Plan**

General Education Program	2016-17	2017-18	2018-19	2019-20	2020-21
9 <sup>th</sup> grade	870	870	870	870	870
10 <sup>th</sup> grade	910	910	910	910	910
11 <sup>th</sup> grade	890	890	890	890	890
12 <sup>th</sup> grade	930	930	930	930	930
Total	3,600	3,600	3,600	3,600	3,600
Alternative Education* and Independent Study	2016-17	2017-18	2018-19	2019-20	2020-21
9 <sup>th</sup> grade	10	10	10	10	10
10 <sup>th</sup> grade	30	30	30	30	30
11 <sup>th</sup> grade	60	60	60	60	60
12 <sup>th</sup> grade	100	100	100	100	100
Total	200	200	200	200	200
<b>Grand Total</b>	<b>3,800</b>	<b>3,800</b>	<b>3,800</b>	<b>3,800</b>	<b>3,800</b>

\*Enrollment in the Alternative Education program fluctuates throughout the school year; historically, enrollment has fluctuated between 80 and 200 students. The enrollment figures in this chart represent the total number of students who may be enrolled in the program at any given time during the school year. Existing ECRCHS students are referred to the Alternative Education program from the general education program, so this fluctuation would not impact overall enrollment at ECRCHS.

\* \* \*

I, Donna Slamon, certify that the Board of Directors of El Camino Real Alliance on March 16, 2016, adopted the foregoing resolution, at Los Angeles, California.

By: \_\_\_\_\_  
 Donna Slamon; Board Secretary

## ***EL CAMINO REAL CHARTER HIGH SCHOOL***

### ***A California Distinguished School***

5440 Valley Circle Boulevard, Woodland Hills, California 91367

TELEPHONE: (818)595-7500 FAX: (818)710-9023

JON WASSER  
*Board Chair*

DAVE FEHTE  
*Executive Director*

March 16, 2016

Via Federal Express overnight

José Cole-Gutiérrez, Director  
Charter Schools Division  
Los Angeles Unified School District  
333 S. Beaudry Ave., 20<sup>th</sup> Floor  
Los Angeles, CA 90017

### **RE: El Camino Real Charter High School Request for Material Revision**

Dear Mr. Cole-Gutiérrez:

On behalf of El Camino Real Alliance (“ECRA”), I am writing to request a material revision of El Camino Real Charter High School’s (“ECRCHS” or the “Charter School”) charter petition. This letter, and the enclosed documents, was prepared consistent with the Los Angeles Unified School District (“LAUSD” or the “District”) Charter Schools Division’s (“CSD”) Administrative Procedures for Charter School Authorizing (revised 9/10/13) and Request for Material Revision Checklist (revised as of the same date).

#### **RELEVANT BACKGROUND INFORMATION**

ECRCHS is seeking a material revision of its charter in order to make important changes to its enrollment capacity. This material revision request was invited by CSD in an email message from Aida Tatioosian, Specialist to ECRA Board Chair Jon Wasser dated October 28, 2015. ECRA operates ECRCHS.

There is some confusion between CSD and ECRA regarding the approved enrollment of ECRCHS. CSD maintains that the approved enrollment of the Charter School is 3,600 students. ECRA maintains that the approved enrollment of ECRCHS is 3,800 students: 3,600 enrolled on the main ECRCHS campus, and an additional 200 enrolled in the Alternative Education Program and Independent Study Program (formerly known as Miguel Leonis Continuation School).

Confusion was also exhibited among District Board members during the November 10, 2015 District Board meeting. Some Board members understood that when they voted to approve ECRCHS’s operation of an Alternative Education Program and Independent Study Program on the site of the former Miguel Leonis Continuing Education School, that action automatically increased ECRCHS’s total enrollment to 3,800, as 200 students would be added to the Charter School’s population. Other Board members did not find the action to be clear in that way.

ECRA has already responded to a Notice to Cure on this topic. Following is a summary of the its evidence to demonstrate that ECRCHS was intended to be approved to enroll 3,800 students when the Alternative Education Program and Independent Studies Program were added to the Charter School’s operations in 2012:

- On May 22, 2012, the LAUSD Board took action to approve the following agenda item: “[r]ecommends the approval of the amendment to the charter of El Camino Real Charter High School to add an alternative educational and intervention program focused on meeting the specific academic needs of students who are behind in credits and who are at risk of not graduating.” (Emphasis added.)
- CSD staff knew that ECRCHS believed its enrollment was authorized to be 3,800 – this is evident in email messages and telephone calls exchanged between the parties.
- On at least two different occasions in 2012, ECRCHS submitted budgets to CSD finance staff showing an enrollment of 3,800 students.
- The Sole Occupant Agreement entered into by ECRCHS and the District includes a capacity of 3,600 students. The lease between LAUSD and ECRCHS for 5445 Manton Avenue (Alternative Education Program and Independent Studies Program) identifies a student population at that address of 125-200 students. The lease also makes clear that those 125-200 students are ECRCHS students.
- Education Code Section 47605(d)(2)(C) states: “...in no event shall [a charter school authorizer] take any action to impede the charter school from expanding enrollment to meet pupil demand.” (Emphasis added.)

### **Current Request**

ECRA requests a material revision of the ECRCHS charter to allow for an enrollment capacity of 3,800 students. This enrollment capacity is consistent with the campus capacity determination made by [insert name] of the Los Angeles Unified School District’s [insert name of department].

### **ANALYSIS AND DISCUSSION**

ECRCHS’s weighted 3-Year Average Academic Performance Index (“API”) score was 823. The Charter School’s most recent statewide and similar schools API ranks were 9 and 7, respectively. With such excellent educational indication already in place, the Charter School aspires to offer more vocational opportunities to students, thus preparing all students for high school graduation and the working world. The Charter School provides a strong and proven educational program that serves the unique needs of all of its students, and desires to be able to offer that program to as many students as its campus allows.

### **IDENTIFICATION AND DESCRIPTION OF CHANGES**

The ECRCHS charter renewal petition, unanimously approved by the District Board on November 10, 2015 will be revised as follows:

General Information Table, page 3

The number of students in the first year will be:	3,800
The enrollment capacity is: (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)	3,800

Target Enrollment Plan, page 22.

**Enrollment Plan**

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Total	3,600	3,600	3,600	3,600	3,600
Alternative Education* and Independent Study	2016-17	2017-18	2018-19	2019-20	2020-21
9 <sup>th</sup> grade	10	10	10	10	10
10 <sup>th</sup> grade	30	30	30	30	30
11 <sup>th</sup> grade	60	60	60	60	60
12 <sup>th</sup> grade	100	100	100	100	100
Total	200	200	200	200	200
<b>Grand Total</b>	<b>3,800</b>	<b>3,800</b>	<b>3,800</b>	<b>3,800</b>	<b>3,800</b>

\*Enrollment in the Alternative Education program fluctuates throughout the school year; historically, enrollment has fluctuated between 80 and 200 students. The enrollment figures in this chart represent the total number of students who may be enrolled in the program at any given time during the school year. Existing ECRCHS students are referred to the Alternative Education program from the general education program, so this fluctuation would not impact overall enrollment at ECRCHS.

## **CONCLUSION**

ECRCHS is eager to work with the District to address any questions or concerns regarding its charter petition material revision request. Please do not hesitate to contact me at your convenience.

Sincerely,

Dave Fehte  
Executive Director, ECRA

# Cover Sheet

## Review and Vote 2nd Interim Financials Prepared by EdTec

**Section:** II. Consent  
**Item:** H. Review and Vote 2nd Interim Financials Prepared by EdTec  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2015-16 ECRA - 2nd Interim.pdf





A. REVENUES (Summary- -See details below)					
1)	Revenue Limit Sources	8010-8099		14,284,502.69	29,785,376.00
2)	Federal Revenues	8100-8299		487,932.74	1,080,712.36
3)	Other State Revenues	8300-8599		3,938,900.51	5,837,761.44
4)	Other Local Revenues	8600-8799		1,324,055.51	1,394,650.50
5)	<b>TOTAL REVENUES</b>			<b>20,035,391.45</b>	<b>38,098,500.30</b>
<b>B. EXPENSES</b>					
1)	Certificated Salaries	1000-1999		9,161,168.45	16,482,875.74
2)	Classified Salaries	2000-2999		2,087,725.45	3,934,670.17
3)	Employee Benefits	3000-3999		4,292,655.29	7,461,344.74
4)	Books & Supplies	4000-4999		1,151,192.09	2,565,374.94
5)	Services and Other Operating Expenses	5000-5999		2,480,458.98	4,460,603.06
6)	Depreciation	6000-6999		-	525,927.53
7)	Other Outgo (excluding Transfers of indirect Costs)	7100-7299, 7400-7499		-	-
8)	Other Outgo - Transfers of Indirect Costs	7300-7399		135,809.36	297,853.76
9)	<b>TOTAL EXPENSES</b>			<b>19,309,009.62</b>	<b>35,728,649.94</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCE</b>				<b>726,381.83</b>	<b>2,369,850.36</b>
<b>D. OTHER FINANCING SOURCES/USES</b>					
1)	Interfund Transfers				
a)	Transfers In	8900-8929			
b)	Transfers Out	7600-7629			
2)	Other Sources/Uses				
a)	Sources	8930-8979			-
b)	Uses	7630-7699			-
3)	Contributions	8980-8999		-	-
4)	<b>TOTAL OTHER FINANCING SOURCES/USES</b>			<b>-</b>	<b>-</b>
<b>E. NET INCREASE (DECREASE) IN NET POSITION</b>				<b>726,381.83</b>	<b>2,369,850.36</b>
<b>F. NET POSITION</b>					
1)	Beginning Net Position				
a)	As of June 30,2015 - Unaudited	9791		13,768,487.52	13,768,487.52
b)	Audit Adjustments	9793		589,188.48	589,188.48
d)	Other Restatements	9795		-	-
e)	Adjusted Beginning Net Assets -Audited June 30, 2015			<b>14,357,676.00</b>	<b>14,357,676.00</b>
2)	<b>Ending Net Position, June 30</b>			<b>15,084,057.83</b>	<b>16,727,526.36</b>
a)	Net Investment in Capital Assets	9796		-	-
b)	Restricted Net Position	9797		-	-
c)	Unrestricted Net Position	9790		<b>15,084,057.83</b>	<b>16,727,526.36</b>
				<b>FY16 ACTUALS</b>	<b>FY16 2ND INTERIM PROJECTION</b>
<b>Revenues (DETAILS)</b>			<b>SACS Object</b>	<b>Resource Code</b>	<b>AS OF 1/31/16 (7MONTHS)</b>
<b>AS OF 6/30/16</b>					
1)	Revenue Limit Sources				
	Principal Apportionment				
	General Purpose Entitlement-Net State Aid	8011	0000	8,569,964.00	18,333,024.86
	State Aid - PY adjustments	8019	0000	-	-
	Education Protection Account (EPA)	8012	1400	2,773,509.00	5,637,298.90
	Revenue Limit Transfers				
	Unrestricted Revenue Limit Transfers - Current Year	8091	0000		
	All Other Revenue Limit Transfer- Current Year	8091	0000		
	Transfers to Charter Schools in lieu of Property Taxes	8096	0000	2,941,029.69	5,815,052.24
	In Lieu of PropTax - PY adjustments	8096	0000	-	-
	Property Taxes Transfers	8097	0000		
	Revenue Limit Transfers - Prior Years	8099	0000	-	-
	<b>TOTAL REVENUE LIMIT SOURCES</b>			<b>14,284,502.69</b>	<b>29,785,376.00</b>
2)	<b>Federal Revenue</b>				
	Special Ed: IDEA Basic Local Assistance - CY	8181	3310	343,978.74	680,120.38
	Special Ed: IDEA Basic Local Assistance - PY adjustments	8181	3310	-	-
	Special Education Discretionary Grants	8182	3310	-	-
	Breakfast, Milk, Pregnant & Lactating Students	8220	5310	-	149,399.98
	NCLB: T1,Part A Basic Grts Low-Inc & Neglected	8290	3010	120,128.00	224,767.00
	NCLB: T1,Part A Basic School Support	8290	3020	-	-
	NCLB: Title I, Part D, Local Delinquent Programs	8290	3025	-	-
	Carl D. Perkins Career & Technical Education :Secondary	8290	3550	-	-



	From County Offices	8792	6500		
	From JPAs	8793	6500		
	Other Transfers of Apportionments				
	From Districts or Charter Schools	8791	0000		
	From County Offices	8792	0000		
	From JPAs	8793	0000		
	All Other Transfers in from All Others	8799	0000		
	<b>TOTAL OTHER LOCAL REVENUE</b>			<b>1,324,055.51</b>	<b>1,394,650.50</b>
	<b>TOTAL REVENUES</b>			<b>20,035,391.45</b>	<b>38,098,500.30</b>
<b>Expeses by Sub-object</b>					
				<b>FY16 ACTUALS</b>	
		SACS Object	FUNC	<b>AS OF 1/31/16 (7MONTHS)</b>	<b>FY16 2ND INTERIM PROJECTION</b>
1)	<b>Certificated Salaries</b>				
	Teachers' Salaries	1100	1000	7,535,030.90	12,986,344.44
	Librarians	1200	2420	-	-
	Guidance, Welfare, & Counseling Services	1200	3110	-	-
	Pupil Support Salaries	1200	3140	1,044,771.56	1,617,366.65
	Supervisors' and Administrators' Salaries	1300	2700	581,365.99	946,862.32
	Other Certificated Salaries	1900	2100	-	932,302.33
	<b>TOTAL CERTIFICATED SALARIES</b>			<b>9,161,168.45</b>	<b>16,482,875.74</b>
2)	<b>Classified Salaries</b>				
	Classified Instructional Salaries	2100	1000	503,750.39	1,036,975.25
	Classified Supervisors' and Administrators' Salaries	2300	2100	363,279.37	544,766.59
	Clerical, Technical and Office Salaries	2400	2700	515,636.79	1,030,413.01
	Classified Transportation Salaries	2200	3600	-	-
	Classified Food Services Salaries	2200	3700	-	-
	Classified Maintenance & Operations	2200	8100	477,662.49	800,919.25
	Other Classified	2900	2100	227,396.41	521,596.07
	<b>TOTAL CLASSIFIED SALARIES</b>			<b>2,087,725.45</b>	<b>3,934,670.17</b>
3)	<b>Employee Benefits</b>				
	EE Ben - STRS - Certificated			957,608.33	1,733,806.49
	EE Ben - STRS - Certificated - Instruction			787,629.70	1,366,012.13
	EE Ben - STRS - Certificated - Instructional Library, Media, & Tec	3101	2420	-	-
	EE Ben - STRS - Certificated - School Administration	3101	2700	60,769.64	99,598.88
	EE Ben - STRS - Certificated - Guidance & Counseling Services	3101	3110	-	-
	EE Ben - STRS - Certificated - Health Services	3101	3140	109,208.99	170,128.13
	EE Ben - STRS - Certificated - Other General Admin	3101	2100	-	98,067.34
	EE Ben - STRS - Classified			-	-
	EE Ben - STRS - Classified - Instruction	3102	1000	-	-
	EE Ben - STRS - Classified - Instructional Supv and Adm	3102	2100	-	-
	EE Ben - STRS - Classified - School Administration	3102	2700	-	-
	EE Ben - STRS - Classified - Pupil Transportation	3102	3600	-	-
	EE Ben - STRS - Classified - Food Services	3102	3700	-	-
	EE Ben - STRS - Classified - Plant Maintenance & Operation	3102	8100	-	-
	EE Ben - STRS - Classified - Other General Admin	3102	2100	-	-
	EE Ben - PERS - Certificated			-	-
	EE Ben - PERS - Certificated - Instruction	3201	1000	-	-
	EE Ben - PERS - Certificated - Instructional Library, Media, & Te	3201	2420	-	-
	EE Ben - PERS - Certificated - School Administration	3201	2700	-	-
	EE Ben - PERS - Certificated - Guidance & Counseling Services	3201	3110	-	-
	EE Ben - PERS - Certificated - Health Services	3201	3140	-	-
	EE Ben - PERS - Certificated - Other General Admin	3201	2100	-	-
	EE Ben - PERS - Classified			<b>217,023.50</b>	<b>386,653.20</b>
	EE Ben - PERS - Classified - Instruction	3202	1000	52,365.92	101,901.76
	EE Ben - PERS - Classified - Instructional Supv and Adm	3202	2100	37,763.66	53,533.27
	EE Ben - PERS - Classified - School Administration	3202	2700	53,601.54	101,256.90
	EE Ben - PERS - Classified - Pupil Transportation	3202	3600	-	-
	EE Ben - PERS - Classified - Food Services	3202	3700	-	-
	EE Ben - PERS - Classified - Plant Maintenance & Operation	3202	8100	49,654.03	78,704.94
	EE Ben - PERS - Classified - Other General Administration	3202	2100	23,638.34	51,256.34
	EE Ben - OASDI Reg - Certificated			-	-
	EE Ben - OASDI Reg - Certificated - Instruction	3301	1000	-	-
	EE Ben - OASDI Reg - Certificated - Instructional Library, Media,	3301	2420	-	-
	EE Ben - OASDI Reg - Certificated - School Administration	3301	2700	-	-
	EE Ben - OASDI Reg - Certificated - Guidance & Counseling Serv	3301	3110	-	-
	EE Ben - OASDI Reg - Certificated - Health Services	3301	3140	-	-
	EE Ben - OASDI Reg - Certificated - Other General Admin	3301	2100	-	-
	EE Ben - OASDI Reg - Classified			<b>284,216.99</b>	<b>520,714.83</b>
	EE Ben - OASDI Reg - Classified - Instruction	3302	1000	68,579.14	137,233.46
	EE Ben - OASDI Reg - Classified - Instructional Supervision and	3302	2100	49,455.82	72,094.49
	EE Ben - OASDI Reg - Classified - School Administration	3302	2700	70,197.32	136,365.01
	EE Ben - OASDI Reg - Classified - Pupil Transportation	3302	3600	-	-
	EE Ben - OASDI Reg - Classified - Food Services	3302	3700	-	-
	EE Ben - OASDI Reg - Classified - Plant Maintenance & Operatio	3302	8100	65,027.61	105,993.77
	EE Ben - OASDI Reg - Classified - Other General Administration	3302	2100	30,957.10	69,028.10
	EE Ben - OASDI Medicare - Certificated			-	-
	EE Ben - OASDI Medicare - Certificated - Instruction	3301	1000	-	-

	EE Ben - OASDI Medicare - Certificated - Instructional Library, M	3301	2420		-
	EE Ben - OASDI Medicare - Certificated - School Administration	3301	2700		-
	EE Ben - OASDI Medicare - Certificated - Guidance & Counseling	3301	3110		-
	EE Ben - OASDI Medicare - Certificated - Health Services	3301	3140		-
	EE Ben - OASDI Medicare - Certificated - Other General Admin	3301	2100		-
	EE Ben - OASDI Medicare - Classified			-	-
	EE Ben - OASDI Medicare - Classified - Instruction	3302	1000		-
	EE Ben - OASDI Medicare - Classified - Instructional Supervision	3302	2100		-
	EE Ben - OASDI Medicare - Classified - School Administration	3302	2700		-
	EE Ben - OASDI Medicare - Classified - Pupil Transportation	3302	3600		-
	EE Ben - OASDI Medicare - Classified - Food Services	3302	3700		-
	EE Ben - OASDI Medicare - Classified - Plant Maintenance & Op	3302	8100		-
	EE Ben - OASDI Medicare - Classified - Other General Administra	3302	2100		-
	EE Ben - Retirement in Lieu of OASDI - Cert			-	-
	EE Ben - Retirement in Lieu of OASDI - Cert - Instruction	3301	1000		-
	EE Ben - Retirement in Lieu of OASDI - Cert - Instructional Librar	3301	2420		-
	EE Ben - Retirement in Lieu of OASDI - Cert - School Administrat	3301	2700		-
	EE Ben - Retirement in Lieu of OASDI - Cert - Guidance & Couns	3301	3110		-
	EE Ben - Retirement in Lieu of OASDI - Cert - Health Services	3301	3140		-
	EE Ben - Retirement in Lieu of OASDI - Cert - Other General Adn	3301	2100		-
	EE Ben - Retirement in Lieu of OASDI - Classified			-	-
	EE Ben - Retirement in Lieu of OASDI - Class - Instruction	3302	1000		-
	EE Ben - Retirement in Lieu of OASDI - Class - Instructional Supv	3302	2100		-
	EE Ben - Retirement in Lieu of OASDI - Class - School Administra	3302	2700		-
	EE Ben - Retirement in Lieu of OASDI - Class - Pupil Transportat	3302	3600		-
	EE Ben - Retirement in Lieu of OASDI - Class - Food Services	3302	3700		-
	EE Ben - Retirement in Lieu of OASDI - Class - Plant Maintenanc	3302	8100		-
	EE Ben - Retirement in Lieu of OASDI - Class - Other General Ad	3302	2100		-
	EE Ben - Health & Welfare Benefits - Certificated			<b>1,569,264.66</b>	<b>2,716,003.11</b>
	EE Ben - Health & Welfare Benefits - Cert - Instruction	3401	1000	1,289,354.37	2,137,066.68
	EE Ben - Health & Welfare Benefits - Cert - Instructional Library, I	3401	2420	-	-
	EE Ben - Health & Welfare Benefits - Cert - School Administration	3401	2700	100,071.68	156,776.26
	EE Ben - Health & Welfare Benefits - Cert - Guidance & Counseli	3401	3110		-
	EE Ben - Health & Welfare Benefits - Cert - Health Services	3401	3140	179,838.61	267,794.68
	EE Ben - Health & Welfare Benefits - Cert - Other General Admin	3401	2100	-	154,365.49
	EE Ben - Health & Welfare Benefits - Classified			<b>359,364.33</b>	<b>651,481.05</b>
	EE Ben - Health & Welfare Benefits - Class - Instruction	3402	1000	86,711.56	171,696.66
	EE Ben - Health & Welfare Benefits - Class - Instructional Supv a	3402	2100	62,532.00	90,199.46
	EE Ben - Health & Welfare Benefits - Class - School Administrati	3402	2700	88,757.59	170,610.12
	EE Ben - Health & Welfare Benefits - Class - Pupil Transportation	3402	3600	-	-
	EE Ben - Health & Welfare Benefits - Class - Food Services	3402	3700	-	-
	EE Ben - Health & Welfare Benefits - Class - Plant Maintenance &	3402	8100	82,220.99	132,611.81
	EE Ben - Health & Welfare Benefits - Class - Other General Admi	3402	2100	39,142.20	86,363.01
	EE Ben - Unemployment Insurance - Certificated			<b>4,690.35</b>	<b>8,241.44</b>
	EE Ben - Unemployment Insurance - Cert - Instruction	3501	1000	3,857.80	6,493.17
	EE Ben - Unemployment Insurance - Cert - Instructional Library, I	3501	2420	-	-
	EE Ben - Unemployment Insurance - Cert - School Administration	3501	2700	297.65	473.43
	EE Ben - Unemployment Insurance - Cert - Guidance & Counseli	3501	3110		-
	EE Ben - Unemployment Insurance - Cert - Health Services	3501	3140	534.90	808.68
	EE Ben - Unemployment Insurance - Cert - Other General Admin	3501	2100	-	466.15
	EE Ben - Unemployment Insurance - Classified			<b>1,068.88</b>	<b>1,967.34</b>
	EE Ben - Unemployment Insurance - Class - Instruction	3502	1000	257.91	518.49
	EE Ben - Unemployment Insurance - Class - Instructional Supv a	3502	2100	185.99	272.38
	EE Ben - Unemployment Insurance - Class - School Administrati	3502	2700	264.00	515.21
	EE Ben - Unemployment Insurance - Class - Pupil Transportation	3502	3600	-	-
	EE Ben - Unemployment Insurance - Class - Food Services	3502	3700	-	-
	EE Ben - Unemployment Insurance - Class - Plant Maintenance &	3502	8100	244.55	400.46
	EE Ben - Unemployment Insurance - Class - Other General Admi	3502	2100	116.42	260.80
	EE Ben - Workers' Compensation - Certificated			<b>147,150.44</b>	<b>164,828.76</b>
	EE Ben - Workers' Compensation - Cert - Instruction	3601	1000	121,030.75	129,863.44
	EE Ben - Workers' Compensation - Cert - Instructional Library, M	3601	2420	-	-
	EE Ben - Workers' Compensation - Cert - School Administration	3601	2700	9,338.14	9,468.62
	EE Ben - Workers' Compensation - Cert - Guidance & Counseling	3601	3110		-
	EE Ben - Workers' Compensation - Cert - Health Services	3601	3140	16,781.55	16,173.67
	EE Ben - Workers' Compensation - Cert - Other General Admin	3601	2100	-	9,323.02
	EE Ben - Workers' Compensation - Classified			<b>33,533.90</b>	<b>39,346.70</b>
	EE Ben - Workers' Compensation - Class - Instruction	3602	1000	8,091.45	10,369.75
	EE Ben - Workers' Compensation - Class - Instructional Supervis	3602	2100	5,835.14	5,447.67
	EE Ben - Workers' Compensation - Class - School Administration	3602	2700	8,282.37	10,304.13
	EE Ben - Workers' Compensation - Class - Pupil Transportation	3602	3600	-	-
	EE Ben - Workers' Compensation - Class - Food Services	3602	3700	-	-
	EE Ben - Workers' Compensation - Class - Plant Maintenance & C	3602	8100	7,672.41	8,009.19
	EE Ben - Workers' Compensation - Class - Other General Admini	3602	2100	3,652.53	5,215.96
	EE Ben - OPEB, Allocated			7,665.49	13,140.84
	EE Ben - OPEB, Allocated - Instruction	3701	1000	7,665.49	13,140.84
	EE Ben - OPEB, Allocated - School Administration	3701	2700		
	EE Ben - OPEB, Allocated - Pupil Transportation	3701	3600		
	EE Ben - OPEB, Allocated - Food Services	3701	3700		
	EE Ben - OPEB, Allocated - Plant Maintenance & Operation	3701	8100		
	EE Ben - OPEB, Allocated - Other General Administration	3701	2100		
	EE Ben - OPEB, Active Employees			700,000.00	1,200,000.00
	EE Ben - OPEB, Active Emp - Instruction	3702	1000	493,117.41	845,344.13
	EE Ben - OPEB, Active Emp - Instructional Supervision and Adm	3702	2100	82,186.23	140,890.69
	EE Ben - OPEB, Active Emp - School Administration	3702	2700	-	-
	EE Ben - OPEB, Active Emp - Pupil Transportation	3702	3600	-	-



	EE Ben - OPEB, Active Emp - Food Services	3702	3700	56,680.16	97,165.99
	EE Ben - OPEB, Active Emp - Plant Maintenance & Operation	3702	8100	68,016.19	116,599.19
	EE Ben - OPEB, Active Emp - Other General Administration	3702	2100		-
	EE Ben - Other Employment Benefits - Certificated			-	-
	EE Ben - Other Emp Benefits - Cert - Instruction	3901	1000		
	EE Ben - Other Emp Benefits - Cert - Instructional Library, Media,	3901	2420		
	EE Ben - Other Emp Benefits - Cert - School Administration	3901	2700		
	EE Ben - Other Emp Benefits - Cert - Guidance & Counseling Ser	3901	3110		
	EE Ben - Other Emp Benefits - Cert - Health Services	3901	3140		
	EE Ben - Other Emp Benefits - Cert - Other General Administratic	3901	2100		
	EE Ben - Other Employment Benefits - Classified			11,068.42	25,161.00
	EE Ben - Other Emp Benefits - Class - Instruction	3902	1000	2,670.72	6,631.14
	EE Ben - Other Emp Benefits - Class - Instructional Supervision a	3902	2100	1,925.99	3,483.61
	EE Ben - Other Emp Benefits - Class - School Administration	3902	2700	2,733.73	6,589.17
	EE Ben - Other Emp Benefits - Class - Pupil Transportation	3902	3600	-	-
	EE Ben - Other Emp Benefits - Class - Food Services	3902	3700	-	-
	EE Ben - Other Emp Benefits - Class - Plant Maintenance & Oper	3902	8100	2,532.41	5,121.63
	EE Ben - Other Emp Benefits - Class - Other General Administrat	3902	2100	1,205.58	3,335.45
	<b>TOTAL EMPLOYEE BENEFITS</b>			4,292,655.29	7,461,344.74
4)	<b>Books &amp; Supplies</b>				
	Approved Textbooks and Core Curricula Materials	4100	1000	80,232.36	400,000.00
	Books and Other Reference Materials	4200	1000	12,819.88	27,254.04
	Materials and Supplies	4300	1000	490,339.77	1,000,873.10
	Noncapitalized Equipment	4400	1000	386,837.30	753,894.00
	Other Supplies	4300	2700		-
	Pupil Transportation	4300	3600		-
	Food Service Supplies	4700	3700	180,962.78	383,353.80
	<b>TOTAL BOOKS AND SUPPLIES</b>			1,151,192.09	2,565,374.94
5)	<b>Services and Other Operating Expenses</b>				
	Personal Services	5800	2700		-
	Travel and Conference	5200	2700	49,463.40	190,000.00
	Due and Memberships	5300	7200	146,217.88	150,000.00
	Insurance	5400	7200	188,127.00	188,126.71
	Operation and Housekeeping Services	5500	8100	396,247.57	615,036.61
	Rentals/Leases/Repairs&Noncapitalized Improvements	5600	8100	198,372.00	667,177.56
	Transfers of Direct Cost	5800	8100		-
	Transfer of Direct Costs - Interfund	5800	8100		-
	Professional Consulting Services& Operating Exp	5800	8100	1,447,598.85	2,595,830.18
	Communications	5900	8100	54,432.28	54,432.00
	<b>TOTAL SERVICES AND OTHER OPERATING EXPENSES</b>			2,480,458.98	4,460,603.06
6)	<b>Depreciation</b>				
	Depreciation Expense	6900	8100	-	525,927.53
	<b>TOTAL DEPRECIATION</b>			-	525,927.53
7)	<b>Other Outgo (excluding Transfers of Indirect Costs)</b>				
	Tuition				
	Tuition for Intruction Under Interdistrict Attendance Agreements	7110			-
	Tuition, Excess Costs, and/or Deficit Payments				-
	Payments to Districts or Charter School	7141		-	-
	Payments to County Offices	7142			-
	Payments to JPAs	7143			-
	Other Transfers Out				
	All Other Transfers	7281-7283		-	-
	All Other Transfers Out to All Others	7299		-	-
	Debt Service				
	Debt Service-Interest	7438	9100	-	-
	<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			-	-
	OTHER OUTGO-TRANSFERS OF INDIRECT COSTS				
	Transfers of Indirect Cost	7310		-	-
	Transfers of Indirect Cost-Interfund	7350		-	-
	<b>TOTAL, OTHER OUTGO-TRANSFERS OF INDIRECT COSTS</b>			-	-
8)	<b>Direct Support/Indirect Costs/All Other Financing Uses</b>				
	Indirect Cost ( total charter school supervisorial oversight fees onl	5800	8100	135,809.36	297,853.76
	All Other Financing Uses	7699	9100	-	-
	<b>TOTAL EXPENSES</b>			19,309,009.62	35,728,649.94

# Cover Sheet

## Review and Vote Teacher Representative Vacancy, Election and Appointment Process

**Section:** III. Governance  
**Item:** A. Review and Vote Teacher Representative Vacancy, Election and Appointment Process  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** ECRA Board Representative Application Form.pdf  
ECRA guidelines for board positions.pdf

## ECRA Board Representative Application Form

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

I am applying for the position of (check one box):

- Parent Representative  
 Teacher Representative  
 Classified Representative  
 Community Representative

I am interested in serving on the ECRA Board of Directors because:

Statement of Candidacy (will be reproduced on election materials):

Please explain, in 1,000 words or less, why you would like to serve on the ECRA Board of Directors. Discuss your experience, qualifications, and interest in and understanding of El Camino Real Charter High School and the charter school movement.

### Board Member Criteria

- Term (three years) begins July 1, 2016
- Not required to reside within the ECRCHS attendance boundaries
- No person serving on the Board of Directors may be interested persons, including:
  - May not be a current employee, or a relative of a current employee of ECRA
  - May not be a parent of a current student at ECRCHS

### Preferred Qualities

- Community member or former educator with direct familiarity with ECRCHS, its history and goals - this may include former students, parents of former students, and former employees, but not current students, parents of current students or current employees.
- Individuals with expertise in fields such as education, law, banking, finance, fundraising, business, facilities management, public relations, and other areas relevant to the management of a charter school
- Individuals with knowledge of and passion for the charter school movement

Qualified candidates should submit this application and statement of candidacy along with any background materials (resume etc.) by April 15<sup>th</sup>, 2016 to:

El Camino Real Alliance  
Governing Board



Attn: (Chair, ad hoc committee)  
5440 Valley Circle Blvd.  
Woodland Hills, CA 91367

Or e-mail to: (chair, ad hoc committee)

You must receive a receipt of submittal for the application to be deemed submitted

### **Guidelines for Filling ECRA Board Positions Following Expiration of Term**

In November prior to the expiration of any Board member's term, the Board shall appoint an ad hoc committee composed of current ECRA Board members, whose responsibilities shall include:

1. In March, post information regarding the available openings for community, parent, teacher and classified representative candidates, as applicable. This will be done through, for example, posting on the ECRCHS website, in the main office, marquee and notices included with other school information and outreach materials.
2. Instruct interested nominees to submit a *Board Representative Application Form* and any background material (minimally, a resume consisting of experience, qualifications, interest, and understanding of both ECRA and El Camino Real Charter High School, its history, goals, etc.). The committee will seek to attract candidates who have experience in one or more of the following areas: education, government, law, business, finance/accounting, fundraising, facilities or public relations. The *Board Representative Application Form* indicates specific criteria for all potential candidates.
3. Applications for available positions will be accepted through April 15th and should be e-mailed to the Chair of the ad hoc committee (or designee) or hand-delivered to the main office (date stamp required).

For **COMMUNITY REPRESENTATIVE** - elected by the ECRA Board of Directors:

- Ad hoc committee will meet by the end of April to review applications.
- In May, applicants may choose to attend the regular ECRA Board meeting to make a statement regarding their interest in serving on the Board. After this meeting, the ad hoc committee will make its final recommendation to the full Board, in order for a vote to occur during the Board of Directors regular June meeting.
- After the full board has elected a candidate(s), the ad hoc committee will inform all candidates in writing of the outcome. All Board members' terms are for three years beginning July 1 of same year. Board members may serve two consecutive terms, if re-elected.

**FOR ALL OTHER BOARD MEMBER POSITIONS/ELECTIONS:**

- By the end of April, the ad hoc committee will post the candidates' information in the main office and ECRCHS website. Candidates will then have the opportunity to attend the May ECRA Board meeting to make a statement regarding their interest in serving on the Board.
- After the May Board meeting, ad hoc committee will facilitate, with the assistance of ECRCHS administration, three separate secret-ballot elections on or before the end of

May. The ad hoc committee will tally the votes in a public location with date and time posted.

- After the results are tallied, the ad hoc committee will inform all candidates in writing of the outcome. This term is for three years beginning July 1 of the same year. Board members may serve two consecutive terms, if re-elected.

**Parent Representative:** elected by the parent body (cannot be a parent of a current student, or employed or compensated by the Corporation). Voting will occur by secret ballot vote on or before end of May. Votes for the parent representative may only be cast by parents of current ECRA students; one vote per family. The candidate receiving the highest number of votes will be elected.

**Teacher representative:** elected by all current teachers (cannot be employed or compensated by the Corporation). Each teacher representative will be elected by a simple majority vote of all currently employed ECRA teachers on a designated date, utilizing secret-ballot voting. Candidates receiving the highest number of votes will be elected.

**Classified Staff Representative:** elected by all classified employees (cannot be employed or compensated by the Corporation). Classified staff representatives will be elected by a simple majority vote of all currently employed ECRA classified staff members on a designated date, utilizing secret-ballot voting. The candidate receiving the highest number of votes will be elected.

Board Elections will be held during the Spring Semester, before the end of June in the year when a Board member's term expires. Special elections may be called whenever necessary to fill a Board vacancy, in accordance with the ECRA Bylaws.

# Cover Sheet

## ECR-UTLA Agreement Update

**Section:** V. Financial  
**Item:** D. ECR-UTLA Agreement Update  
**Purpose:** FYI

**Submitted by:**

**Related Material:**

Article I Agreement 110315.pdf  
ECRA Article 10 Layoffs.pdf  
ECRA Article 11 Work Stoppage.pdf  
ECRA Article 12 Leaves of Absence.pdf  
ECRA Article 13 Hours, Duties, Work Year.pdf  
ECRA Article 14 Employment Classification.pdf  
ECRA Article 15 Assignments.pdf  
ECRA Article 16 Class Size.pdf  
ECRA Article 17 Compensation and Salary Point Credit (2).pdf  
ECRA Article 18 Health and Welfare (2).pdf  
ECRA Article 19 Safety.pdf  
ECRA Article 2 Recognition 110315.pdf  
ECRA Article 20 Academic Freedom and Responsibility.pdf  
ECRA Article 21 Student Discipline, Property Loss and Legal Support.pdf  
ECRA Article 22 Summer School Assignments.pdf  
ECRA Article 23 Professional Development.pdf  
ECRA Article 3 ECRA Rights 110315.pdf  
ECRA Article 4 Union Rights.pdf  
ECRA Article 5 Dues Deductions.pdf  
ECRA Article 6 Grievance Procedure.pdf  
ECRA Article 7 Nondiscrimination 110315.pdf  
ECRA Article 8 Evaluation.pdf  
ECRA Article 9 Discipline and Personnel Files.pdf

**TENTATIVE AGREEMENT**

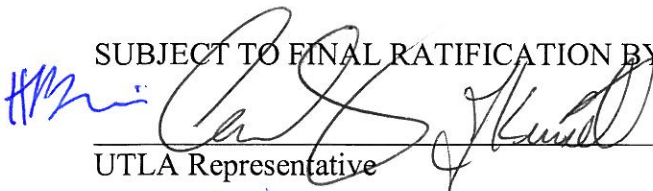
**ECRA/UTLA**

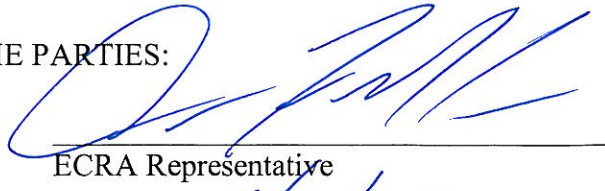
**November 3, 2015**

**ARTICLE I - AGREEMENT**

- 1.1 **Agreement:** This Agreement is made and entered into by and between the Governing Board of the El Camino Real Alliance, which together with its administrative staff and representatives will be referred to in this Agreement as “ECRA” or “the Charter School,” and United Teachers Los Angeles-ECRA, which together with its officers and representatives will be referred to in this Agreement as “UTLA.”
- 1.2 **Term & Reopeners:** This Agreement shall expire on June 30, 2018. While 2015-2016 is a closed year (due to settlement), for 2016-2017 and 2017-2018, each year each party may reopen for negotiations salary and health benefits, as well as two (2) articles per party. Further, the parties may enter into memoranda of understanding and/or side letters at any time.
- 1.3 **Severability and Savings:** If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In such event, ECRA and UTLA shall, upon request of either party, commence negotiations regarding the means of compliance with such law or decision.
- 1.4 **Sole Agreement:** This Agreement solely will govern the relationship between ECRA and UTLA-ECRA.
- 1.5 **Modification:** Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
 \_\_\_\_\_  
 UTLA Representative

  
 \_\_\_\_\_  
 ECRA Representative

Date: 11/3/15

Date: 11/3/15

**TENTATIVE AGREEMENT**

**ECRA/UTLA**

**February 24, 2016**

**ARTICLE X - LAYOFFS**

**10.1 Permanent Employees:**

In the event ECRA must implement a layoff (reduction in force), ECRA shall comply with the Education Code provisions including, but not limited to, Sections 44949 and 44955 for implementing the layoff. As to the determination of seniority, see Section 10.3, below.

**10.2 Probationary Employees:**

10.2.1 Order of Layoff: ECRA shall determine the teaching or service fields in which a Reduction in Force shall be effected and the number of employees to be terminated in such fields. ECRA 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 10.3.1, below. In regard to the exemption of employees in shortage fields by credential authorization, ECRA 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 date of notice pursuant to Section 10.2.2, below.

10.2.2 Notice: A probationary employee subject to layoff 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 with ECRA as of the date of mailing, or shall be served on the employee by direct delivery. The notice shall be effective if mailed or delivered as stated above, or if actually received by the employee. The notice shall state that the employee will be terminated pursuant to the terms of this Article, and shall state the date upon which such termination is effective. The notice shall also state that the employee is being offered employment as a day-to-day substitute on the same basis as other day-to-day substitutes. A Reduction in Force shall be deemed commenced pursuant to this Article upon the action of the Board of Directors 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.

**10.3 Seniority:**

10.3.1 Prior service with LAUSD will be counted toward seniority so long as there was no break in employment from the employee's service with LAUSD and employment with ECRA as an independent charter school on July 1, 2011. Date



*Handwritten initials*

of hire for employees hired after the formation of the charter will not include prior service with LAUSD or other districts.

10.3.2 For purposes of this Article, a permanent employee is senior to a probationary 5 employee, then Probationary 4, then Probationary 3, then Probationary 2, then Probationary 1, then conditional employees, then ECRA Interns, then University/Individualized Interns, then temporary contracts, and finally provisional employees.

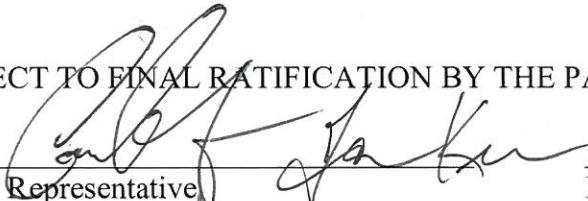
**10.4 Re-employment**

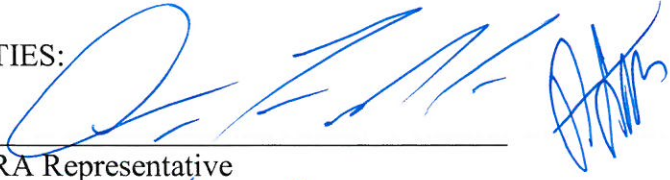
10.4.1 Re-employment List: Terminated probationary employees shall be placed on an ECRA Re-employment List for their particular teaching or service field for a period of 39 months from the last day of paid contract service with ECRA. Excluded from the list are those terminated employees who served in temporary contract, provisional, University Intern, ECRA Intern, or conditional status.

10.4.2 Order of Re-employment: Subsequent to the lay-off, if ECRA determines that vacancies exist in teaching or service fields, contract offers shall be made to individuals on the appropriate ECRA Re-employment List (for the specified teaching or service field) as follows:

- a. Individuals who were permanent employees shall be made offers of re-employment first, followed by Probationary 5, then Probationary 4, then Probationary 3, then Probationary 2, and finally Probationary 1 employees. Within each status the individual(s) with the earliest seniority date shall be made offers of re-employment first except that, as between individuals who have the same seniority date, they shall be re-employed in the inverse order of their termination;
- b. If an offer of re-employment is not accepted, the individual's name shall be removed from the ECRA Re-employment List;
- c. Individuals re-employed from the Re-employment List shall be placed in the status to which they would have been entitled but for the termination, provided however, that time spent on said List shall not be counted toward eligibility for permanent status; they shall have restored their initial seniority dates as defined herein.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

*HBon*  
  
UTLA Representative

  
ECRA Representative

Date: 2/24/16

Date: 2/24/16

**TENTATIVE AGREEMENT**

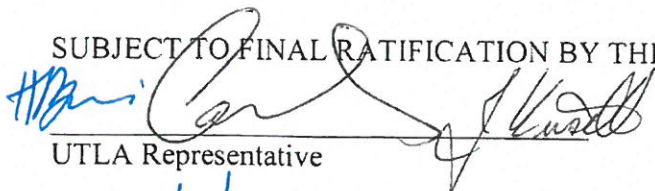
**ECRA/UTLA**

**November 3, 2015**

**ARTICLE XI - WORK STOPPAGE**

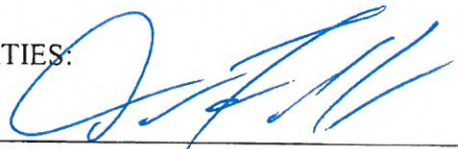
- 11.1 Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, UTLA agrees to the following:
- a. Neither UTLA nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage during 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.
- 11.2 Disputes arising under this Article are to be handled according to appropriate judicial proceedings rather than the grievance procedures of this Agreement.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:



UTLA Representative

Date: 11/3/15



ECRA Representative

Date: 11/3/15



1146

**TENTATIVE AGREEMENT**

**ECRA/UTLA**

**January 20, 2015**

**ARTICLE XII - LEAVES OF ABSENCE**

12.1 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 12.2 below (including, but not limited to, temporary employees and university interns) 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 ECRA 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 ECRA has no discretion as to whether the leave is to be granted to a qualified employee. ~~The term "formal leave" refers to any leave of more than twenty days in duration. Formal leaves must be applied for in writing using the District form.~~

12.1.1 Employees who are on unpaid leaves and employees who exhaust their paid benefits while on paid leave are not eligible for District ECRA-paid health and welfare benefits while in unpaid status. As an exception, employees on approved unpaid Family Care and Medical Leave/Absence are eligible for District ECRA-paid benefits provided they are otherwise eligible for such benefits as provided in Section ~~214.8~~ 12.22 of this Article. Also, employees in unpaid status may arrange for continuance of benefits through under Article XVI, Section 9.0 COBRA. In addition, employees in unpaid status will have their assignment basis changed from annualized to un-annualized (pay as you work). Such changes may result in employees having been paid salary for which they are not eligible based on service provided. To avoid this, employees may request that their assignment basis be changed in advance of the start of the school year.

12.2 General Eligibility Provisions: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves as outlined herein. ~~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 except for family care and medical leave, if eligible. All other employees, including substitutes, may qualify for certain paid or unpaid absences with no right to return, but are not eligible for leaves except for family care and medical leave, if eligible.~~

~~2.1 Subject to the restrictions specified in Article XIX, a day to day substitute or temporary employee may be paid for certain absences as specified in this Article, provided the employee was serving and not released at the close of the working day immediately preceding the day for which paid absence is requested; and the~~



~~paid absence shall cease with either the return to service of the absent employee whom the day-to-day substitute was replacing or with the end of the projected assignment, whichever occurs first. However, such restrictions shall not apply in the case pregnancy disability (Section 10.2) or industrial injury absences (Section 13), or family care and medical leave (Section 24).~~

12.3 Rights Upon Return: Any employee returning from the leaves listed in this Article section of one calendar year or less shall possess return rights consistent with legal requirements. In the event ECRA ever becomes the employer for any future charter schools located elsewhere, returning employees may be transferred if such a transfer would have been made had the employee been on duty. Such return rights are limited to those limitations expressed in Section 3.0 of the LAUSD-UTLA Leaves article. be returned to the location from which leave was taken, except that the employee may be transferred pursuant to Article XI, Transfers, if such a transfer would have been made had the employee been on duty. Such return rights are limited to the following leaves:

~~illness~~

~~industrial injury~~

~~reduced workload~~

~~pregnancy~~

~~exchange~~

~~sabbatical~~

~~family care and medical leave of 60 working days or less~~

~~any leave in which the employee was replaced by a substitute teacher (including a contract pool teacher working in a substitute capacity)~~

~~i. childcare leave immediately following pregnancy leave, birth or adoption, but only for the balance of the semester or track, e.g., (July 1-December 31 and January 1-June 30) in which the childcare leave commenced; and only if the combined pregnancy leave and childcare leave does not exceed two semesters. As an exception that the childcare leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the childcare leave will be granted only for the balance of the semester or track in which the childcare leave commenced. In addition, the combination of the leaves shall not exceed two semesters.~~

Such return rights to the employee's worksite are limited as follows:



1. Illness – Return right limited to one (1) year of paid illness (any combination of full or half pay) leave;
2. Industrial Injury –
3. Reduced Workload
4. Pregnancy Disability
5. Family Care and Medical Leave – limited to sixty (60) working days or less
6. Any leave in which the employee was replaced by a substitute teacher, and
7. Childcare Leave immediately following pregnancy leave, birth, or adoption, but only for the balance of the semester in which the childcare leave commenced; and only if the combined pregnancy leave does not exceed two (2) semesters. As an exception that the childcare leave must immediately follow the pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the child care leave will be granted only for the balance of the semester in which the child care leave commenced. In addition, the combination of the leaves shall not exceed two (2) semesters.

Employees returning from leaves other than as provided above may be subject to transfer pursuant to Article XI relevant provisions of this Agreement .

- 12.4 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 ~~School 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 12.11, 17.0 12.15 and 21.0 12.19~~. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The ~~Chief Executive Officer/Principal~~ Executive Director or designee (“Designee”) ~~Superintendent~~ may, in his or her sole discretion, grant a waiver from this limit, for one semester. ~~For Children’s Center and other employees not assigned on the usual semester basis, the semester period shall be computed as being one half of the normal annual assignment and the 65 working days shall be proportionately adjusted.~~
- 12.5 ~~Application: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. Exceptions may be made in the sole discretion of the District. Applications for informal permissive absences not to exceed five days shall be submitted for approval to the immediate administrator. Applications for informal permissive absences in excess of five days shall be made to the immediate administrator and must be approved by the appropriate Cluster Administrator or branch/division head. 5.1 For continuous programs (Year round, Children’s Center, etc.), the deadline for permissive leave applications, unless otherwise provided, shall be April 15 for all leaves commencing during the period July 1 through December 31 and November 15 for all leaves commencing during the period January 1 through June 30.~~
- 12.6 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 Executive Director or CEO/Principal Designee 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. Notification requirements for an approved Pregnancy Disability Leave/Family eCare and mMedical HLeave/California Family Rights Act Leave shall be in accordance with legal requirementsSection 24.4 of this Article and Government Code Section 12945.2.~~

12.7—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 SchoolDistrict. 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.

12.8 Expiration of Leave: Two (2) calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the DistrictSchool, the employee must notify the CEO/Principal'sExecutive Director's Personnel Office of an intention to return, or request an extension of leave, if eligible. Failure by the employee to give such notice, or to report to duty as directed after having given such notice, shall be considered abandonment of position and resignation from service. An exception to this provision or requirement shall be made if it was impossible for the employee to give the required notice. In the case of an early return from family care and medical leave, if the employee informs ~~the DistrictECRA~~ of a desire for early return ~~the DistrictECRA~~ will, if feasible, return the employee to service within two working days after the employee notifies ~~the DistrictECRA~~ of the request to return.

12.8.1 Return from Leave - Medical Review Committee: An employee not approved to return from a leave by the DistrictSchool's designated physician ~~Medical Director~~ may appeal to a Medical Review Committee. The committee shall be comprised of a District School designated physician, a physician selected and compensated by UTLA, and a third physician who shall be selected by the two physicians and compensated equally by the DistrictSchool and UTLA. A majority decision by the Medical Review Committee shall be final and binding.

12.9 Bereavement (Paid): An employee is entitled to a paid leave/absence from the DistrictSchool, not to exceed three (3) days, on account of the death of a member of the employee's immediate family if acceptable proof of death and relationship is provided and the leave/absence commences within ten (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 following relatives of the employee:



- a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
- e. Grandchild (includes grandchild of spouse, step grand-children, and grandchildren of cohabitant who is the equivalent of spouse)
- f. Brother
- g. Sister
- h. Any relative living in the employee's immediate household

12.10 Pregnancy and Related Disability (Paid and Unpaid):

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

12.10.2 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.

12.10.3 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 School 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. ECRA District forms for such certifications, and application forms, shall be available at each site in the main office.

12.11 Child Care (Unpaid): An unpaid leave shall be granted to a permanent employee to care for such employee's own (including adopted) child of under five years of age. The leave,

together with any renewal thereof, shall not exceed the equivalent of four semesters in duration.

12.11.1 A probationary employee shall be granted an unpaid childcare leave immediately following the pregnancy leave, birth or adoption, for the balance of the semester ~~(or equivalent period of time in a year-round school, e.g., July 1-December 31 and January 1-June 30)~~ in which the childcare leave commenced. The combined pregnancy leave and childcare leave shall not exceed two semesters. As an exception that the childcare leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the childcare leave will be granted only for the balance of the semester or track in which the childcare leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

12.11.2 Application may be submitted at any time but must be on file in the Human Resources Personnel Office by April 15 for the fall semester and by November 15 for the spring semester. Starting and ending dates may be adjusted by the ~~District School~~ to meet educational program needs, except in the case of the starting date for a child care leave which begins immediately after pregnancy leave or family care and medical leave.

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

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

12.12.1 ~~Subject to the contractual restrictions related to substitute employees, specified in Article XIX, each~~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, or an assignment for which a lump-sum payment is or could be received, ~~or salary received for sabbatical leave.~~

12.12.2 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.

12.12.3 At the beginning of the pay period immediately preceding July 1, each active employee (excluding ~~substitute and~~ temporary) shall receive credit for full-



pay illness absence hours up to ten days (pro-rated for those employed for less than a full school year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored. ~~A full-time active employee assigned to a Concept 6 (including modified) school shall be credited with full pay illness hours equivalent to ten Concept 6 days.~~

- 12.12.4 An exception to the "active employee" requirement of Sections 12.12.2 and 12.12.3 will be made upon request once in each employee's career to permit qualification for the annual full and half-pay illness absence hours, even though the employee is unable to report to work at the commencement of the employee's annual assignment basis due to illness, provided the following conditions are met:
- a. The employee holds probationary or permanent status.
  - b. The employee did not carry over any full pay illness hours from the previous year.
  - c. The employee has on file an illness leave request satisfying the requirements of ~~this Article Sections 12.8 and 12.9~~ Sections 12.12.8 and 12.12.9.
- 12.12.5 If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to ~~the District~~ ECRA the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability.
- 12.12.6 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year.
- 12.12.7 When an employee is absent under this section and such absence is properly verified, the employee will receive full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half pay up to the total of half pay days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 12.3. Pay for absence shall not be made in increments of less than .3 hours (18 minutes).
- 12.12.8 An employee who is absent shall be required to certify the reason for absence. Also, the ~~District~~ School 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.



12.12.9 An employee absent from duty for any illness, injury, or other disability for more than 5 consecutive working days shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child (~~Form 60.ILL~~) completed by the attending physician or a statement from the attending physician on letterhead attached to a ECRA Form 60.ILL. ~~Form 60.ILL~~ shall be signed by the employee. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.

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

~~12.11 Catastrophic Illness Leave Program: The District and UTLA shall jointly study the feasibility of establishing a catastrophic illness leave program pursuant to which employees could donate sick leave credits to eligible applicant employees. The study shall be targeted for completion by January 15, 1993. At that time the study team shall prepare a joint report detailing the results of this study. This catastrophic illness leave study shall then be brought back to negotiations for the next collective bargaining agreement.~~

12.13 Industrial Injury or Illness Paid: An employee who is absent from ECRA~~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~~School. This written report must be submitted to the immediate administrator within two working days after occurrence if the employee is physically able to do so. The site administrator shall, as a result of an investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on ~~the District~~ECRA's Emergency Medical Panel. When the employee files the report of injury or illness, the site administrator shall notify the UTLA Chapter Chairperson of the reported injury unless the employee requests that the matter not be so disclosed. Also, if the employee reports or alleges that the injury arose out of an act of violence, the administrator shall report the incident to the School Police.
- f. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination; and (4) applied in writing to the ~~District~~School for such an extension, using a ~~District~~ECRA 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~~School 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 ~~carrier~~Office of Risk Management and Insurance Services. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the ~~employee health coordinator~~physician. An employee may be required during the extended period to be evaluated by a School designated physician~~the employee health coordinator~~ at any time.
- ~~g. Employees covered under Section f. shall have the right to be transferred to the next appropriate opening available in the same or adjacent geographic region.~~



12.13.1 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.

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

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

- a. Death of a close friend or relative not included in the definition of immediate family (as used in this section, the term "immediate family" shall be as defined in Section ~~9.0~~ 12.9 of this Article);
- b. Death of a member of the employee's immediate family, when time in excess of that provided in Section ~~9.0~~ 12.9 of this Article is required;
- c. Serious illness of a member of the employee's immediate family;
- d. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);
- f. Religious holiday of the employee's faith;
- g. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;
- h. An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day.
- i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena for which salary is not allowed under the applicable Section of this Agreement ~~Article XII, 18.3~~:
  - (1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;

- (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the ~~Accounting and Disbursements Division~~School; and
- (3) The employee must return to work in cases where it is not necessary to be absent the entire day;
- j. Conference or convention attendance pursuant to ~~Section 19.0~~ of this Article;
- k. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code;
- l. Up to four (4) hours of paid personal necessity leave and up to thirty six (36) additional hours of ~~accrued vacation or~~ unpaid leave not to exceed a total of (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator at least five (5) working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.

12.14.1 The following limits and conditions are placed upon allowing a personal necessity absence:

- a. Except as otherwise noted in this Article, in I., above, and (1), below, ~~the~~ total number of days allowed in one school year for personal necessity absence shall not exceed six days per school year for a probationary, permanent or provisional contract employee, or subject to the restrictions specified in the relevant contract provisions regarding substitute employees, Article XIX, three days per school year for a day-to-day substitute employee.

(1) If personal necessity absence is taken to attend to the illness of the employee's child, parent, or spouse, up to six additional days shall be allowed in any calendar year (to total 12 maximum days - see b below) for probationary, permanent, or provisional contract employees. However, this provision does not extend the maximum period of leave to which an employee is entitled under Family Care and Medical Leave, regardless of whether or not the employee receives sick leave compensation during that leave.

- 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, court appearance or school visitation. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist.

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

- ~~a. The allocated number of sabbatical leaves shall be: For 2004-2005, none.~~
- ~~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 requirement;~~
- ~~e. The employee must sign an agreement to study or travel according to a plan acceptable to the District;~~
- ~~d. The employee must agree to receive one half of the applicable basic salary (excluding extra assignments) less appropriate deductions;~~
- ~~e. The employee must agree to render certificated service in permanent and paid status immediately following the leave which is equal to twice the length of the leave during a period not to exceed four times the length of the leave. An indemnity bond satisfactory to the District is required to assure such performance; and~~
- ~~f. The employee shall reimburse the District for the cost of the sabbatical salary and benefits in the event of non-compliance with any of the sabbatical regulations except for reason of death or physical or mental disability.~~

~~15.1 Sabbatical leave applications shall be filed by April 15, and once approved under paragraph 15.0 c. shall be considered on a priority basis; if more employees request sabbatical leaves for any school year than there are funds budgeted, the employees with the most complete semesters served in the District (or served since the last sabbatical, whichever is applicable) shall be granted the leave. If a tie develops, the employee with the lower seniority number established in accordance with Article XI, Section 6.2 shall be granted the leave. For purposes of determining priority, the second period of a split sabbatical leave shall be considered a continuation of the first period. The first round of successful applicants shall be notified by June 1. There shall be prompt notification of~~



~~subsequent approvals resulting from cancellations after the first round. However, if the employee would have been selected, and, as the result of the cancellation has already begun service for the Fall semester, that employee shall not be selected but shall have a priority for the Spring semester. This priority shall not extend to the next school year.~~

- ~~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 the employee's control may receive compensation on a prorated basis if a portion of the requirements is completed.~~
  
- ~~15.5 If a sabbatical leave is cancelled pursuant to Section 7.0 of this Article, the following terms shall be applicable:
 
  - ~~a. The leave may be converted to personal leave effective with the beginning date of the sabbatical leave; but sabbatical rights will be forfeited for the year following the year of cancellation;~~
  - ~~b. An employee who cancels a sabbatical leave may request a return to duty. Upon return to duty the employee may be assigned temporarily to another site at the discretion of the District, but shall retain return rights (see Section 3.0) at the end of the originally scheduled sabbatical leave; and~~
  - ~~c. An employee may apply for an exemption from any provision of this section on grounds that an emergency exists, and the Superintendent may thereupon waive any part of this section to permit the employee to return to service in the District without loss of sabbatical rights, but any sabbatical salary received must be refunded.~~~~



~~16.0 Exchange Leave: An exchange leave shall 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.~~

12.15 Personal Leave (Unpaid): An unpaid leave shall 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~~ECRA, including but not limited to the following:

- a. To be with a member of the immediate family who is ill (see Section 9 of this Article for the definition of the immediate family);
- b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to ~~the District~~ECRA;
- c. To rest, subject to the approval of ~~the a physician health coordinator~~ designated by ECRA;
- d. To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required;
- e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;
- f. To serve as a State Legislator--such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;
- g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature. Applications may be submitted at any time but must be on file in the Personnel Office by April 15 for Fall semester and November 15 for Spring semester. Paragraphs a, c and d above are not subject to these deadlines.

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

- 12.16.1 Paid leave shall be granted for service on a Commission on Professional Competence established pursuant to the Education Code.
- 12.16.2 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.
- 12.16.3 A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand

jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave may be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division.

12.16.4 The mutual intention of ~~the District~~ ECRA and UTLA is that jury service be encouraged, but also limited, as far as practical, to periods of time when the continuity of instruction and ~~District~~ ECRA operations will not be adversely affected.

a. An employee summoned to jury service in federal or state court shall notify the immediate administrator of such summons.

b. ~~All bases except A basis.~~ As a condition for paid absence, the employee shall seek postponement of the jury service so that it can be performed on the employee's recess or off-track period.

(1) Involuntary jury service commenced during the employee's recess or off-track period which inadvertently extends into the employee's assigned or on-track period shall qualify as paid absence for up to twenty working days from the start of the assignment or track.

(2) The twenty days limit shall be subject only to such exceptions which may be agreed upon by ECRA~~the District~~ and UTLA.

~~e. A basis. As a condition for paid absence, employees assigned on A-basis, shall seek postponement to a date mutually agreed upon with the immediate administrator if the summoned date is disruptive to the continuity of instruction or District ECRA operations.~~

~~(1) As a further condition for paid absence, the employee shall request that the days of jury service be restricted to 10 consecutive days, whenever possible.~~

~~(2) After request is made for service limited to ten consecutive days and, if denied, a paid absence shall be granted for up to 20 working days subject to exceptions as may be determined by ECRAthe District.~~

d.c. As for federal jury service, if the court denies the request for postponement, paid absence shall be granted for the term of the service.



e.d. All jury fees received while on ~~District~~ECRA-paid status shall be remitted to the Accounting and Disbursements Division.

12.17 Conference and Convention Attendance: A paid leave may, in the discretion of the ~~District~~ECRA and upon the recommendation of the CEO/Principal Executive Director or Designee~~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~~ECRA 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~~ECRA;
- b. Unless the employee is an official representative of the organization or is participating as a workshop leader or speaker at the conference or convention, the attendance must not necessitate assignment of a substitute for the employee or the payment of replacement teacher salary;
- c. The attendance must not result in unnecessary duplication of participation by ~~District~~ECRA personnel;
- d. The attendance must not necessitate the reimbursement of any expenses by ~~the District~~ECRA to the employee; and
- e. A written or oral report of the conference may be requested by the appropriate administrator ~~or superintendent~~.

For conference or convention attendance which meets the above standards, but is not approved for paid leave status pursuant to the above, the employee may utilize personal necessity leave under Section ~~14.0~~ 12.14 of this Article.

~~12.18 Substitute Leave: A substitute leave shall be granted to a permanent employee for a period not to exceed one year to allow service as a substitute in accordance with District School need. Such an employee will be paid as specified in Article XIX. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will be placed on a personal leave. Applications must be on file in the Personnel office by April 15 for the fall semester and November 15 for the spring semester.~~

12.18 Half-Time Leave: A regular Half-Time Leave shall be granted to allow a permanent employee ~~or probationary Children's Center Teacher~~ to continue service for half of each working day. At the elementary level, a complementary partner with permanent status is required. At the secondary level, if one is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom health and human services employees, the total number of approved half-time leaves shall not exceed a maximum of 10% of the full-time equivalent positions in the classification.



~~Current Health and Human Services employees on a Half-Time Leave will be grand parented for purposes of such a leave. Exceptions to the "half of each working day" requirement, including the above mentioned grand parented employees may be made in special circumstances but shall require written special approval of the Local District Superintendent upon recommendation of the immediate administrator. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human Resources office by April 15 for the fall semester and by November 15 for the spring semester.~~

12.18.1 Half-Time Assignment:

- a. New employees hired effective July 1, 1993 or later may be employed full-time and work one-half time with the other one-half time covered by a half-time leave pursuant to this section.
- b. In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.
- c. If the employee is unable or unwilling to accept a full time assignment in such circumstances, the employee shall submit a voluntary resignation.
- d. New employees hired pursuant to this section shall receive ~~District~~ ECRA paid health benefits pro-rated to the hours of paid service provided the employee contributes the balance of the full cost pursuant to Article XVI, Section 3.0 c.

12.19 Reduced Workload Leave: A reduced workload leave shall be granted annually to a permanent full-time employee, serving in pre-kindergarten through grade 12, to permit the employee to reduce a regular assignment to the equivalent of one-half of the number of hours required of full-time employment, provided all the following conditions are met:

- a. The employee shall submit a request annually to the ECRA Personnel Department ~~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 ten years.
- b. The employee has reached age 55 prior to the school year during which the leave is effective.
- c. The employee was assigned full-time in a certificated position with ~~the~~ DistrictECRA for at least 10 school years of which the immediately preceding 5 school years were consecutive, full-time employment. Time spent on approved leaves shall not constitute a break in the 5 school year sequence, but shall not count toward the service requirement.



- d. An assignment and schedule satisfactory to both the employee and the ~~Distriet~~ECRA is agreed to. The continuing assignment must be either for half of each working day for the entire school year, in which case the specific assigned hours, must be agreed to by the employee and the immediate administrator, or for one complete semester of full-time service per year. ~~Elementary teachers who wish to work half-time daily will need a complementary partner. Half-time arrangements must be mutually agreed to by the affected employees and the immediate administrator. Where no complementary partner is available, the elementary teacher will be limited to the option of full semester service. At the secondary level,~~ a complementary partner with permanent status is required, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom, health and human services employees, the total number of approved leaves shall not exceed the maximum of 10% of the full-time equivalent positions in the classification. If the employee is assigned on other than the "C" basis, the leave shall be the equivalent of one-half of the number of hours of service required by the employee's current assignment basis. Exceptions to the above work schedules may be made in special circumstances, ~~but shall require written approval of the Local District superintendent or his/her designee upon recommendation of the site administrator.~~ In any event, the assignment shall be for the equivalent of at least one-half of the number of hours required for full-time employment; and the employee shall be placed on leave from the location in which half-time service is performed.
- e. The employee agrees to have retirement contributions made based on the salary that would have been received had service been full-time for the complete school year.
- f. The salary earned and paid must be at least half the salary the employee would have earned on a full-time basis. The employee will receive salary for the hours for which service is rendered.

12.19.1 Whether the employee is assigned for one complete semester of full-time service per year or half of each working day per year, ~~the Distriet~~ECRA shall maintain the employee's Health and Welfare benefits for eligible employees for the school year. This reduced workload leave is granted pursuant to Education Code Sections 22713 and 44922.

12.19.2 The period of service and leave under half-time and reduced work load leaves Section 21.0 or 22.0 may qualify for salary step advancement under Section 16.0 of Article XIV, and shall qualify for regular health/welfare benefits under Article XVI, Health and Welfare.

~~22.3 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.~~



12.20 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 State Teachers' Retirement Disability benefits for up to 39 months from the effective date of the disability benefits, 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 benefits to the end of the school year in which the disability benefits begin. The leave will be extended annually for periods not to exceed a total of 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first.
- b. If the disability benefits are 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 ~~District~~ECRA Medical Adviser. If the return is approved by the ~~District~~ECRA Medical Adviser the employee will be returned to active service. An employee not approved to return by the ~~District~~ECRA Medical Adviser may appeal to Medical Review Committee under 8.1 of this article.
- c. A substitute or temporary employee who receives disability benefits shall be deemed unavailable for service, while receiving such benefits, 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 in accordance with the provisions of Article XVI, Section 4.0.~~

12.21 Family Care and Medical Leave/Absence: ~~ECRA shall maintain a current policy for and ensure compliance with the California Family Rights Act ("CFRA") and Family Medical Leave Act ("FMLA") (The following provisions may be changed when final regulations are adopted by the California Fair Employment and Housing Commission and the United States Department of Labor.) An unpaid Family Care and Medical Leave/Absence shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least 12 months and who has served for 130 workdays during the 12 months immediately preceding the effective date of the leave. For purposes of this section, furlough days and days worked during off-basis time shall count as "workdays." The Family Care and Medical Leave/Absence may be granted for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, the serious health condition of a child of an employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition.~~

24.1 — Definitions: For purposes of this leave, the following definitions shall apply:

- a. ~~"Child" means a biological, adopted or foster child; a stepchild; a legal ward; the child of a cohabitant who is the equivalent of a spouse; or a~~



~~child of a person standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability.~~

- ~~b. "Spouse" means a husband or wife or cohabitant who is the equivalent of a spouse.~~
- ~~e. "Parent" means a biological, foster, or adoptive parent; a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or a legal guardian; and does not include a parent-in-law.~~
- ~~d. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.~~
- ~~e. "Health care provider" means an individual holding either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate issued pursuant to Article 4, Chapter 5 of Division 2 of the California Business and Professions Code, who directly treats or supervises the treatment of the serious health condition, or any other individual duly licensed to practice medicine in another state or jurisdiction or by any other person determined by the Secretary of Labor to be capable of providing health care services. The definition includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science practitioners.~~

~~24.2 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled work weeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave, effective July 1, 2007. An employee will be entitled to 12 weeks of leave during the 12-month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. For the period of time up to, and including June 30, 2007, the leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks in a fiscal year. An employee will retain the full benefit of 12 weeks of leave under whichever calculation method (either fiscal year, or 12-month period measured forward) affords the greatest benefit to the employee during a 60-day transition period. This transition period shall be from July 1, 2007 through August 31, 2007. Leave may be taken intermittently in one or more periods. In addition, the following provisions govern the length of the leave:~~

- ~~a. An employee who takes leave for the birth, adoption or placement for foster care of a child will be allowed to take leave of at least one hour (can~~



be less than one hour, if necessary) within one year of the birth, adoption or placement for foster care of the child.

b. ~~An employee who takes leave for health care provider certified recurring medical treatment or supervision to care for a seriously ill family member or because of the employee's own serious health condition, will be allowed to take leave of at least one hour (can be less than one hour, if necessary).~~

c. ~~Any leave an employee takes for the reasons specified in Section 24.0 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified, except that family care and medical leave granted for the birth or adoption of a child or placement of a child for foster care must be concluded within 12 months of that birth or adoption or placement for foster care.~~

d. ~~Leave caused by pregnancy, childbirth or related medical conditions under Subdivision 10.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave/Absence herein. Employees are entitled to the leave allowed under Section 10.0 and, in addition, up to the full 12 work weeks of family care leave.~~

24.3 ~~Approval: Family Care and Medical Leave/Absences of 20 consecutive workdays or less can be granted by the immediate administrator. Leaves of more than 20 consecutive workdays can be granted by the District after submission of a formal leave application.~~

24.4 ~~Notification and Scheduling: If the need for the Family Care and Medical Leave/Absence is foreseeable more than 30 calendar days prior to the employee's need for leave, the employee shall give at least 30 days notice. If less than 30 days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within one or two days of learning of the need for the leave, or as soon as practicable, whichever is earlier. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort, subject to the approval of the health care provider, to schedule the treatment or supervision to avoid disruption to the operation of the District's educational program.~~

24.5 ~~Medical Certification - Family: For leaves/absences to care for a child, spouse or parent, as defined in 24.1, who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, certification from the health care provider which includes (1) the date if known, on which the serious health condition commenced,~~



~~(2) the probable duration of the condition, (3) an estimate of the time that the health care provider believes the employee needs to care for the individual, and (4) a statement that the serious health condition warrants the participation of the employee to provide care.~~

~~24.6 Medical Certification—Employee: If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave must attach to the leave application, certification as specified in (1) and (2) of 24.5 above, plus a statement that, due to the serious health condition, the employee is unable to perform one or more of the essential functions of the employee's position. After such certification, the following procedures are available:~~

~~a. In the case of leave due to the serious health condition of the employee, the District reserves the right to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. Third health care provider can be requested by the employee or the District if the second opinion differs from the first opinion.~~

~~b. The method that shall be used to choose the third health care provider is as follows: The District and UTLA shall each choose a health care provider. The two health care providers will choose the third health care provider, whose opinion shall be final and binding.~~

~~c. If additional leave beyond that provided in the certification is required, the employee must submit re-certification by the health care provider and be eligible for additional requested leave.~~

12.21.1 Restrictions: In the event that parents who are both ~~District-ECRA~~ employees each wish to take Family Care Leave/Absence for the birth, of their child, or placement for adoption, or foster care placement of a child during the same time period, the combined total amount of leave that will be granted such employees will be 12 work weeks during a fiscal year. These employees will still be eligible to take the remainder of their individual 12 week allotment for family care leave for a purpose other than the birth, placement for adoption, or foster care of a child. .

~~24.8 Compensation and Benefits: The Family Care and Medical Leave/Absence shall be an unpaid leave and for all purposes treated comparably to other unpaid leaves except that the District will continue to provide the health and welfare benefits as provided in Article XVI during the Family Care Leave/Absence to an employee who is otherwise eligible for such benefits. However, an employee who does not return from such leave or who works less than 30 days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the employee does not return to work is due to (1) the~~



~~continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave (either affecting the employee or an immediate family member) or (2) retirement, or (3) other circumstances beyond the control of the employee. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve weeks unless these benefits are provided by other provisions of the District/UTLA Agreement such as paid illness leave. For example, if an employee combines pregnancy leave with a family care leave, the employee will only be entitled to continued health benefits for the first twelve weeks of leave unless the employee continues on paid illness leave.~~

~~An employee who asks for leave for what would be a qualifying event for Family and Medical Care Leave/Absence and who has accrued vacation leave may elect, or the immediate administrator may require, the employee to utilize the vacation leave for this purpose, in lieu of unpaid status. An employee who takes leave for the employee's own serious health condition which prevents the employee from performing one or more of the essential functions of the employee's position and who has accumulated illness days may elect, or the District may require the employee to utilize paid illness days for the leave.~~

~~24.9 Seniority; The period of the Family Care and Medical Leave/Absence shall not be considered a break in service, and the employee's seniority date shall not be affected by the time spent on leave.~~

~~24.10 Return Rights: An employee returning from a Family Care and Medical Leave/Absence shall be returned to the same or comparable position from which on leave and the same location from which the leave was taken, except that the employee may be transferred if such a transfer would have been made had the employee been on duty..~~

SUBJECT TO FINAL RATIFICATION BY THE PARTIES.

  
UTLA Representative

  
ECRA Representative

Date: 2/10/16

Date: 2/10/16





**TENTATIVE AGREEMENT**

11:39 am

**ECRA/UTLA**

**February 24, 2016**

**ARTICLE XIII - HOURS, DUTIES, AND WORK YEAR**

**13.1 General Workday Provisions**

It is agreed that the professional workday of a full-time regular employee requires no fewer than eight (8) hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The workday for part-time employees shall be proportionate, or governed by the employee's individual employment contract.

**13.2 Sign-in and Sign-out**

All employees shall, upon each arrival to and departure from their assigned work location, clock in/out using the electronic system and equipment provided by ECRA.

**13.3.1 Minimum On-Site Obligation**

13.3.1 It is understood that all full-time classroom teachers shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment and starting times. Except as otherwise provided in writing, full time secondary teachers' minimum on-site obligation shall commence seven (7) minutes prior to the instructional day and continue through six (6) minutes after the instructional day

13.3.2 The following provisions apply to non-classroom teachers. For purposes of this Article, the term "non-classroom teacher" refers to those full-time employees whose classroom teaching assignment, if any, is fewer than half of the instructional periods per day, and/or less than half-time.

a. Library media teachers shall have a scheduled minimum on-site obligation of sufficient duration that they can personally keep the library open to students one hour before and after the normal full pupil day for the school.

b. All other unit members, including but not limited to deans, counselors, coordinators, psychologists, PSA counselors, and audiologists, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator.

c. All non-classroom teachers shall remain on site when necessary to perform the duties described in Section 13.5 which are appropriate to their work.

13.3.3 Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers.

13.4 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.

13.5 **Other Professional Duties**

13.5.1 Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records ; providing leadership and supervision of student activities and organizations; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community, back to school, 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 charter school property, equipment, material and supplies; and attending faculty, departmental, grade level, and other meetings called or approved by the immediate administrator.

13.5.2 Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be furnished by each classroom teacher upon request from the teacher's immediate administrator. No special format for a lesson plan shall be required.

13.5.3 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.

13.5.4 **Faculty, Departmental, Grade Level, Staff Development,, and Committee Meetings**

No employee shall be expected to attend more than thirty (30) such meetings per school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. Under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. 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.

13.5.4 Meeting on the Two Pupil-Free Days

Site administrators shall make a reasonable effort to limit required meeting time on the two pupil-free days in order to provide time for class and room preparation. Such meetings are not to exceed 3 hours each day total unless a majority of the involved faculty consents.

13.5.5 Required Orientation Inservice for Teachers

Pursuant to California Code of Regulations 80026.5, classroom teachers serving on a full-time emergency permit initially issued after January 31, 1994 shall attend two (2) 8-hour days of unpaid orientation inservices prior to the commencement of their first full-time teaching assignment as authorized by the emergency permit. Such employees who cannot attend the required inservice prior to beginning their teaching assignment shall attend the next scheduled UTLA/ECRA sessions for an equivalent amount of time on an unpaid basis. Emergency permits for such employees cannot be renewed unless the above orientation inservice requirements are met. Required topics for the inservice shall incorporate state requirements and ECRA priorities. Training shall be conducted by trained personnel.

13.6 **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.

13.7 **Preparation Period**

Each regular full-time classroom teacher (including the library media teacher) 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 this Agreement . In order to provide such preparation time, ECRA shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision. Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.

13.8 **Additional Special Education Non-Classroom Time**

Resource Specialist Teachers and Special Day Class teachers have supervisory responsibility for each student's total instructional program throughout each school day.

The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and IEP requirements, ECRA shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers and preparation/conference.

**13.9 Work Year**

The regular work year for teachers at ECRA shall be a total of 182 work days (two of which are non-instructional days and inclusive of 22 paid holidays) for a total of 204 paid days. Additionally, in its discretion, ECRA may schedule up to three (3) mandatory professional development days, each to be compensated at the regular daily/hourly rate and the placement on the calendar for such days to be determined by the Executive Director and the Chapter Chair.

**13.10 Special Provisions**

**13.10.1 Nurses**

If a nurse's scheduled duty-free 30 minute lunch break is interrupted for emergencies or special situations (see Section 13.6 above) compensatory time shall be granted or the lunch period extended so that the situation is handled in an equitable manner.

**13.10.2 Special Education**

(a) Resource Specialist teachers shall not be assigned to teach or cover regular or Special Day Classes except in emergency situations of a non-recurring nature or as part of a plan to provide additional non-classroom time pursuant to Section 13.8 of this Article.

(b) ECRA shall, in accordance with applicable statutes, provide staff development training to regular-program teachers who teach Special Education students.

**13.10.3 Psychologists:** Assessment and testing of Special Education students for initial placement, change of placement, and three-year re-evaluation shall be the responsibility of the School Psychologist(s).

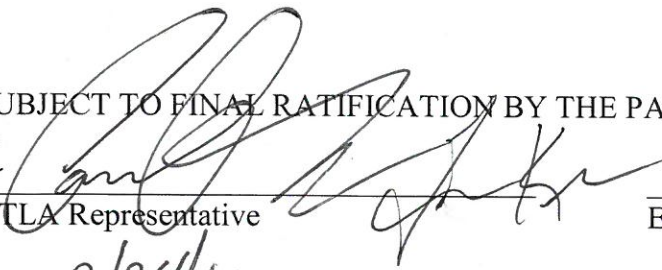
**13.10.4 Medical Procedures:** No employee shall be requested or required to perform any medical procedure on a student (such as intermittent catheterization, injections, suctioning or drainage) except for a School Nurse or person otherwise trained and qualified.

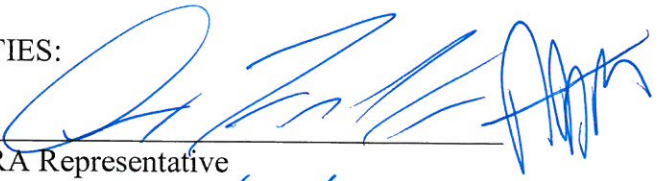
**13.10.5 Retention of "Novice Teachers":** To assist with the retention of "novice teachers" (those in their first full school year of service in the career), to the extent practicable, novice teachers shall:

(a) Not be assigned adjunct duties (coordinatorships, coaching, auxiliary periods, activity assignments, etc.),

- (b) Be exempt from "traveling" assignments, i.e. teachers assigned to teach in more than once classroom per day, and
- (c) Be limited to no more than two (2) preparations in a secondary class assignment.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

*H. B. ...*  
  
UTLA Representative

  
ECRA Representative

Date: 2/24/16

Date: 2/24/16



UTLA PROPOSAL DATE: 2/10/16 TIME: 3:03

UTLA counterproposal to ECRA proposal dated November 12, 2016; 11:38am.

ARTICLE XIV – EMPLOYMENT CLASSIFICATION

14.1 Probationary Employees

**14.1.1 Probationary Status:** The probationary period for certificated employees at ECRA shall be two (2) years of consecutive and complete service. To begin probationary status at ECRA, an employee must hold a preliminary credential or higher. The Executive Director reserves the right to may offer an employee a third year of probationary status (Probationary ~~Three~~ 3 status) in lieu of non-reelection if, and only if the employee was evaluated, received at least ~~five (5)~~ “needs improvement” marks, and was issued a Final Evaluation Report in accordance with Article VIII during their second year of consecutive service. A third or fourth year of probation may also be extended to a probationary employee to complete BTSA or induction requirements, or to demonstrate improved performance in lieu of a non-reelection. A complete year of probationary service is defined as active, full-time service for at least seventy-five percent (75%) of the school days in each year.

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**14.1.2 Non-reelection of Probationary Employees**

**a. Probationary 2 and Probationary 3 Employees:** Notice of non-reelection from probationary employment with ECRA, must be provided by the Executive Director no later than May 15 of the second consecutive and complete school year of probationary service. A warning notice regarding the possibility of non-reelection will be provided before March 15. Non-reelection may be without cause provided the aforementioned notice requirements are met by ECRA.

**b. Probationary One Employees:** A [P]ro probationary 1 employee subject to non-reelection shall be provided written notice thereof at least twenty-one (21) calendar days prior to such non-reelection. Non-reelection may be without cause provided the aforementioned notice requirements are met by ECRA. For probationary 2, 3 or 4 employees, a warning notice regarding the possibility of non-reelection will be provided before March 15. Probationary 2, 3 and 4 employees may be non-reelected without cause, if notice is given by May 15 of the school year in which non-reelection notice is given.

UTLA-ECRCHS BARGAINING

UTLA PROPOSAL DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

- 14.1.3 **Resignation:** Probationary employees who resign from employment at ECRA and return thereafter to employment may be allowed to recommence employment at the same probationary level at the time of resignation.
  
- 14.2 **Permanent Employees:** Following satisfactory service of two (2) consecutive and complete school years of service (or three or four if probation is extended) and completion of ECRA approved Induction and/or BTSA Program and/or the holding of a professional clear credential, the employee shall be deemed permanent with all attendant rights. **However, an employee who fails to keep a current credential consistent with legal requirements may be subject to the same dismissal procedures used for egregious misconduct under Article IX of this Agreement.**
  
- 14.3 **University Intern:** For University Interns serving at ECRA, such employees serve solely pursuant to an employment contract. Time served during the University Intern status shall not count toward probationary status and any and all right associated with a University Intern shall be pursuant to the employment contract. Such contract may be non-renewed without cause.

SUBJECT TO RATIFICATION BY PARTIES.

UTLA

2/10/16

DATE

~~UTLA~~ ECRA

2/10/16

DATE



ECRA  
12/9  
11:29  
→

## TENTATIVE AGREEMENT

### ECRA/UTLA

December 9, 2015

## ARTICLE XV - ASSIGNMENTS

### 15.1 Staffing Procedures: Initial Requests and Assignments

15.1.1 Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers finish service for the school year or four weeks before classes are selected, the site administrator shall prepare and post a matrix indicating the tentative number of classes for each subject. The parties acknowledge that the matrix is based on projections and therefore subject to change. The ECRCHS designated site administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible, but not later than June 1.

#### 15.1.2 Assignments:

- a. Requests: Teachers with the specified credentials and required qualifications ("qualified") may request assignment to specific class(es) within a department using a teacher preference form or other locally determined method. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.
- b. Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six (6) semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests
- c. Classes: Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, in a fair and equitable manner, taking into account seniority and educational program needs

15.1.3 Changes in Assignment: Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two (2) days of preparation time, the change of assignment must affect the majority of courses taught in a secondary assignment, and require a preparation for a course not in the previous



assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time may be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administrator. In any event, however, the time must be utilized by the end of the second week of student instruction.

15.1.4 Dispute Resolution Procedure for Permanent Teachers: In the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the following procedures:

- a. Alleged violations of the procedures set forth this Section are subject to the grievance procedure of this Agreement; the substance of the assignment decision is not;
- b. Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.

**15.2 Staffing Procedures After Initial Selection**

15.2.1 After Initial Selection Through the Fifth Week of School

The principal (or designee) and department working together shall reasonably determine who will fill the opening or vacancy. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment.

15.2.2 After the Fifth Week of School:

If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, transferee, substitute, or auxiliary assignments (secondary).

15.2.3 Staffing Procedures For Spring Semester:

Any opening or vacancy shall be filled pursuant to Section 15.3.2 of this Article.

**15.3 Department Chairpersons:**

15.3.1 Department–chairpersons shall, if the affected employees desire, be elected annually by the employees in the department, excluding substitutes and contract pool teachers. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the

shortage fields identified by the Charter School (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two (2) previous years. The vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools.

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

**15.4 Coordinators & Deans**

15.4.1 Determination as to Whether There Shall Be Coordinator or Dean Positions:

- a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the School.
- b. With respect to dean positions, determination as to whether there shall be such a position shall be made by the school site administrator.
- c. With respect to full-time coordinator positions, determination of whether there shall be such a position shall be made by a majority of the votes cast by bargaining unit members, at the school location, in an election limited to that purpose.

15.4.2 Required Elections of Coordinators and Deans:

Elections for full time coordinators and deans shall be conducted in the late spring prior to the preparation of the matrix of classes pursuant to this Article. Elections are required for coordinator and dean positions in the following circumstances:

- a. The position must be paid on the Preparation Salary Table;
- b. The position must be full-time. Funding must have been provided for a full-time position or the assignment is for five periods or more. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, the resulting part-time coordinators shall also follow the election process in Section 15.4.4, below;
- c. The position does not involve carrying a rollbook; and
- d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.



- e. Elections are not applicable to supplemental coordinators such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.

15.4.3 Job Description and Eligibility for Election of Coordinators and Deans:

- a. Job descriptions for coordinator and dean positions shall be determined by the school site administrator, and notice of the available positions and job description shall be shared with the employees of the site.
- b. The site administrator shall request that any eligible candidate for a dean or coordinator position submit a statement of interest.
- c. To be an eligible candidate, a teacher must have permanent status, must have received “meets standard” performance ratings and, in the immediately preceding four (4) years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act.

15.4.4 Election Procedures for Coordinators and Deans:

- a. In the Spring, prior to the preparation of the Matrix, bargaining unit members shall annually elect these positions from among the qualified candidates who submitted statements of interest.
- b. Each vote shall be proportionate to the number of hours/days the voter is assigned. Election requires a majority of the votes cast.
- c. These elections are to be supervised jointly by the site administrator and chapter chair.

15.4.5 Filling Vacancies After the Fifth Week: If a vacancy occurs in a dean or coordinator position after the end of the fifth week of the semester, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester. Prior to the next semester, the procedures in Section 15.4.4 shall be utilized to fill the position for the next semester. If the vacancy is filled by an interim appointment from the current staff, the interim appointee’s former position shall be filled by a substitute or employee on temporary assignment.

**15.5 Five-Year Out-of-Classroom Assignment Limitations**

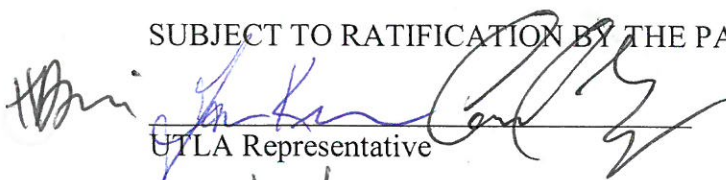
There is a five-year limit on out-of-classroom assignments such as coordinators and deans, but excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule. Also exempt from the five-year rule are (i) employees whose assignment requires direct instruction to or supervision of students at least 50% of the time, and (ii) an employee who is named in a continuing grant and whose compensation is at least 50% funded by that grant.

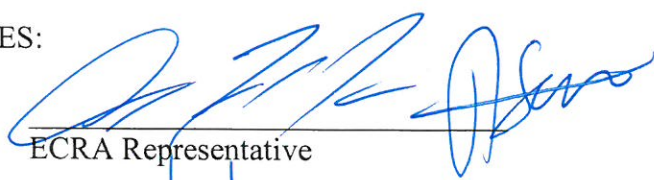
- (1) Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term.
- (2) Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to any applicable requirements herein, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment.

**15.6 Secondary Counselor Reassignment to Teaching Position:**

Counselors who are reassigned to a teaching position shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

SUBJECT TO RATIFICATION BY THE PARTIES:

  
\_\_\_\_\_  
UTLA Representative  
Date: 1/20/16

  
\_\_\_\_\_  
ECRA Representative  
Date: 1/20/16

**TENTATIVE AGREEMENT**

**ECRA/UTLA**

**February 10, 2016**

**ARTICLE XVI – CLASS SIZE**

**16.1 ECRA shall maintain the status quo with respect to class size, as follows:**

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16.1.1 – Academic & Elective classes - **38** average, ~~39.5~~ maximum.

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16.1.2 – ECRA will continue to make reasonable efforts to maintain lower class sizes in English and Math.

16.1.2 – Independent Study – **35** average.

16.1.3 – On-line classes – **60** average.

16.1.4 – Alternative Education – **35** average.

**16.2 Definitions:**

16.2.1 – “Academic classes” are those in English Language Arts, Math, Social Studies, Science, and Foreign Language.

16.2.2 – “Elective classes” are all electives, excluding Physical Education and activity classes such as Band and Drill Team.

**16.3 Procedure When Class Sizes are Exceeded**

If the maximum class size is exceeded, there shall be a conference between the affected teacher and the Assistant Principal. Through this dialogue, options will be discussed to offer amelioratory measures, e.g., lower class sizes in other classes, instructional aide support, additional curricular support materials, and other ideas which may come into the discussion.

SUBJECT TO RATIFICATION BY THE PARTIES:

*Handwritten signature in blue ink.*  
\_\_\_\_\_  
UTLA Representative

*Handwritten signature in blue ink.*  
\_\_\_\_\_  
ECRA Representative

Date: 2/10/16

Date: 2/10/16



2/10/16  
2:27pm

**TENTATIVE AGREEMENT**

**ECRA/UTLA**

**February 10, 2016**

**ARTICLE XVII – COMPENSATION AND SALARY POINT CREDIT**

**16.1 Compensation**

16.1.1 The salary schedule for 2015-2016 is set forth in **Appendix A**. For newly hired employees, initial placement on the salary schedule shall be based on verifiable, credited years of experience and semester units as set forth in section 16.2 below.

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16.1.2 The Differential and Stipend Schedule for 2015-2016 are set forth in **Appendix B**.

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**16.2 Salary Schedule Advancement**

16.2.1 Salary schedule advancement is based on semester units (or the quarter unit equivalent of semester units) for undergraduate or graduate level courses, taken at accredited colleges or universities, which are directly related to subjects commonly taught at ECRA or as part of a broader education program such as BTSA, first aid, CPR, etc.).

16.2.2 Classes taken at a community college must be UC/CSU transferable.

16.2.3 Other coursework (including LAUSD courses and distance learning program) will not be given credit unless authorized and approved in advance.

16.2.4 The employee must provide transcripts showing a grade of at least "C," "Pass," or better.

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

16.2.6 Credit will not be given where the course was taken during paid time or where ECRA paid the tuition and/or costs.

16.2.7 Credit will not be given for coursework completed prior to the earning of a Bachelor's degree, nor for professional development projects, travel, or work experience.

**16.3 National Board Certification (NBC) Differential**

Unit members who work directly with students on a daily basis in a classroom setting who obtain National Board Certification (NBC) from the National Board for Professional Teaching Standards (NBPTS) are entitled to additional compensation, which shall be implemented in the following manner:


- 16.3.1 Each qualified employee in permanent or probationary status shall receive compensation at their daily rate in the form of a differential of seven and one-half (7 1/2%) percent per year, payable as part of their regular paycheck, and, upon completion of the required 92 additional hours of activities pre-approved by ECRA, shall also receive compensation at their daily rate equal to seven and one-half ( 7 1/2%) percent, payable in the form of a stipend, for a total of 15% increase in compensation above their base rate. Teachers must keep track of their hours on the form provided by ECRA and turn it in to their supervising administrator upon completion of each pre-approved activity. Teachers must work in the classroom for a minimum of 60% of the day or four periods to earn 100% of the 15% increase in compensation.
- 16.3.2 Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher (or three out of six periods) will receive 50% of the 15% -- or 50% of the 7 1/2% for holding the certification and 50% of the 7 1/2 % for completing 46 required additional hours of work.
- 16.3.3 Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties.
- 16.3.4 ECRA and UTLA agree to meet and negotiate regarding any position for which the NBPTS creates an NBC after the expiration of this agreement. Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and ECRA. One additional committee member may be appointed by mutual agreement of the committee.

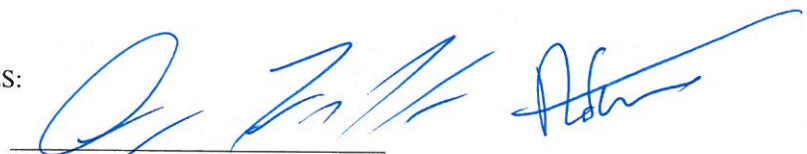
**16.4. Payroll Errors**

- 16.4.1 Salary Overpayments: For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, ~~\$200 per pay period will be~~ the normal limit on repayment deductions will be \$200 per pay period or twelve (12) equal installments whichever is greater. However, in such cases the repayment may be accelerated upon termination of paid status, ~~or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two-year period.~~ Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment may be as much as the entire amount. In such cases, however, the ECRA will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.
- 16.4.2 Salary Underpayments and Correction: If ECRA fails to issue a scheduled regular pay warrant, or makes an error of ~~\$300+00~~ or more due to problems involving assignment, time reporting, payroll processing or the like, the error will be corrected within 24 hours. If the error is less than \$300, payment will be made within three (3) business days.
- 16.4.3 Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against ECRA in a timely manner as provided in the grievance

procedure of this Agreement, 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, ECRA shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error..

SUBJECT TO RATIFICATION BY THE PARTIES:

  
UTIA Representative  
Date: 2/10/16

  
ECRA Representative  
Date: 2/10/16



## TENTATIVE AGREEMENT

### ECRA/UTLA

February 10, 2016

#### ARTICLE XVIII – HEALTH & WELFARE BENEFITS

##### 18.1 Provision of Health Benefits

18.1.1 ECRA will continue to provide the following benefits (or reasonable equivalent) to full-time employees, their spouses or qualified domestic partners, and their qualified dependents), at ECRA’s cost:

- Kaiser – High
- Anthem Blue Cross Select HMO - High
- Anthem Blue Cross PPO – Low
- Deltacare HMO or PPO 1000
- VSP Vision
- \$25,000 Group Term Life Insurance (Increased to \$50,000 on July 1, 2016)

18.1.2 The parties recognize that plan providers (i.e., insurance companies) are free to change the names of the plan as well as plan benefits/coverages; in such event, subject to negotiations, ECRA will make the closest available plan available.

18.1.3 For policies that cost more than the free options above, the employee pays for 100% of the cost difference (but ECRA may round down the employee’s cost at its discretion).

18.1.4 For policies that are less expensive than the free options above, the employee will receive 50% of the cost difference (but ECRA may round up the employee’s rebate at its discretion).

18.1.5 Opt-outs: If an employee fully opts out of any basic benefits, then s/he will be provided the following opt-out incentive amounts, payable monthly:

- a. For **medical** insurance opt out, upon acceptable certification and proof of adequate group coverage pursuant to the Affordable Care Act, the employee will receive 100% of the Anthem Blue Cross Select HMO – High cost for a single person.
- b. For **dental** plan opt out, the employee will receive 100% of the Guardian DHMO cost for a single person.
- c. For **vision** plan opt out, the employee will receive 100% of the VSP

*HTJ*

Vision cost for a single person.

d. For **Group Term Life Insurance**, there is no opt-out incentive.

18.1.6 A full-time unit member is a classroom certificated person who teaches at least 20 hours per week, or a non-classroom person who works at least 30 hours per week. One teaching hour is equivalent to 1.5 non-teaching hours.

**18.2 Eligibility for Plans**

Eligibility requirements for employees and dependents shall be as provided in the applicable plan for every unit member who is assigned more than 50% of a full-time assignment (e.g. four (4) periods or more for a classroom teacher).

**18.3 Retirement Benefit Coverage Plans**

18.3.1 General Principles: ECRA is committed to maintaining a retiree health benefits program (understanding that some possible modification may need to occur for requirements regarding the eligibility of future employees in order to take into consideration the funding model and size of the School, as well as actuarial projections). To that end, ECRA has already committed to setting aside \$1.2 million per year to an irrevocable trust (until the trust is fully funded to cover projected costs) to ensure future coverage retiree health benefits similar to or better than contemporaneous benefits offered by LAUSD to its retirees during the same time period.

18.3.2 Retiree Health Benefits – Under 65 years of age:

- Blue Cross Select HMO, Kaiser – High, or Blue Cross PPO Low,
- Note, if a more expensive plan is chosen, then the retiree must pre-pay the total (e.g., annual) cost difference for the entire plan year/period during open enrollment prior to the beginning of the plan year/period.

18.3.3 Retiree Health Benefits – 65 years of age and older:

- Medicare Advantage Plan (only).
- If and only if Advantage Plans are not available, the retiree may choose from the Under 65 plans listed above (Section 18.3.2). If a more expensive plan is chosen, than those listed above, then the retiree must pre-pay the total (e.g., annual) cost difference for the entire plan during open enrollment prior to the beginning of the plan year/period.

18.3.4 Other Retiree Benefits:

- a. Deltacare HMO
  - b. VSP Vision
- Note, if a more expensive plan is chosen, then the retiree must pre-pay the total (e.g., annual) cost difference for the entire plan during open enrollment prior to the beginning of the plan year/period



## 18.4 Qualified Employees and Conditions For Retiree Benefits

The qualifications for eligibility and the conditions to claim benefits before age 63 and upon reaching age 63 are set forth below.

### 18.4.1 Definitions and General Conditions:

- a. For purposes of this section, “qualifying years of service” consist of school years in which the employee was in full time paid status at ECRA/ECRCHS (including service in LAUSD prior to July 1, 2011 if immediately preceding full time paid status at ECRA, without a break in service, for the 2011-2012 school year) for at least 100 full-time days and during which the employee eligible for ECRA/LAUSD-paid insurance.
- b. El Camino Real Charter High School (“ECRCHS”) and El Camino Real Alliance (“ECRA”) refer to the conversion charter school that was originally established on July 1, 2011 pursuant to charter petition authorized by LAUSD.
- c. For purposes of this section, the date an employee is “hired” refers to the first day of paid service.
- d. The following shall not count toward, but shall not constitute a break in the service requirement: (1) time spent on authorized leave of absence, and (2) any time intervening between resignation and reinstatement with full benefits within thirty-nine (39) months of the last day of paid service. The employee must meet the following requirements set forth below.

### 18.4.2 Retirement Upon Reaching age 63 (No STRS/PERS allowance requirement):

Under this Sub-Section, STRS/PERS allowance for either age or disability is not a requirement. In order to qualify for retiree benefits upon reaching age 63, the employee must meet the following requirements:

- a. For “Pre-Charter” employees, hired by LAUSD and assigned to ECRCHS on or before July 1, 2011 – must have ten (10) consecutive qualifying years of service from ECRCHS/ECRA. Consecutive years of service in LAUSD are included if the employee was part of the conversion staff on June 30, 2011.
- b. For “Post Charter” employees hired between July 1, 2011 and July 1, 2016 – must have at least ten (10) consecutive qualifying years of service from ECRCHS/ECRA.
- c. For “New Employees” hired after June 30, 2016 – must have at least fifteen (15) consecutive qualifying years of service from ECRCHS/ECRA.

### 18.4.3 Retirement Based on Continued Enrollment in STRS/PERS (available for employees retiring prior to age 63):



Under this Sub-Section, the retired employee must have enrolled in STRS/PERS for an allowance based on age or disability, and continue to receive a STRS/PERS allowance in addition to the following requirements:

- a. For "Pre-Charter" employees, hired by LAUSD prior to April 1, 2009, and assigned to ECRCHS on or before July 1, 2011 – age and full-time consecutive qualifying years of service must total at least eighty (80) with at least fifteen (15) consecutive qualifying years of service;
- b. For employees hired on or after April 1, 2009 – age and full time consecutive qualifying service must total eighty-five (85) with at least twenty-five (25) consecutive qualifying years of service.

**18.5 Retirement Health Changes/Terminations**


18.5.1 In the event ECRA suffers a financial crisis as defined and declared by the Board, the chapter chair will be notified in a timely manner and the parties will meet to discuss this article and potentially renegotiate retiree benefits.

18.5.2 If ECRA ceases to exist, all obligations of ECRA to provide such retiree benefits terminate, unless ECRA has established a benefits trust in which case the terms of such trust will govern.

18.5.3 ECRA shall not provide benefits to eligible retirees that exceed those provided to all active bargaining unit members and their dependents. Accordingly, retiree benefit plans are subject to change if and when the parties negotiate any changes in plans provided to active bargaining unit members.

SUBJECT TO RATIFICATION BY THE PARTIES:

  
 \_\_\_\_\_  
 UTLA Representative  
 Date: 2/10/16

  
 \_\_\_\_\_  
 ECRA Representative  
 Date: 2/10/16

*HS*

*1/28/16  
3:02 pm*

**TENTATIVE AGREEMENT**

**ECRA/UTLA**

**January 28, 2016**

**ARTICLE XIX – SAFETY**

**19.1 General Principles**

- 19.1.1 School Emergency Plans: ECRA shall develop (and annually review) a School Emergency Operations Contingency Plan and current Safe School Plan for distribution to each employee. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, ECRA shall take into consideration health and safety for persons with disabilities. Within the first three (3) months of each school year, the plans referenced above shall be reviewed and whatever training is required by the plans shall take place.
- 19.1.2 Safe Working Environment: It is ECRA’s commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within ECRA. ECRA shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and to otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.
- 19.1.3 Compliance with Applicable Requirements: ECRA shall conform to and comply with all other health, safety, and sanitation requirements (that apply to charter schools) imposed by local, state or federal law or regulations adopted pursuant thereto including the California Occupational Safety and Health Act (CAL-OSHA), as amended (California Labor Code Section 6300, et. seq.) regulations relating thereto (California Administrative Code, Title 8, Sections 330, et. seq.). Recitation of these and related laws herein is for reference only and not for purposes of incorporation into the Agreement.
- 19.1.4 Unsafe Conditions: Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by ECRA, and/or the appropriate state agency.

**19.2 Written Report on Unsafe Conditions**

Employees shall immediately notify site administration and site administration shall immediately notify employees of any unsafe or hazardous conditions at the site. Such



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notification shall be in writing. Upon notification, ECRA shall take immediate steps to investigate and correct an unsafe or hazardous condition. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees and themselves.

**19.3 Immediate Report of Assault**

Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Principal or designee who shall immediately report the incident to the police. The Principal shall release the employee from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

**19.5 Personal Safety**

19.5.1 Infectious or Contagious Diseases: Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Principal deemed necessary to protect the safety of the employee and students.

19.5.2 Dangerous Student Action: Unit members who believe their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Principal. Prior to returning the student to that teacher's class, the Principal shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student to class.

19.5.3 Reasonable Physical Control: In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person.

19.5.4 Packing and Moving Assistance: ECRA shall provide reasonable packing and moving assistance to any employee who is required by OEHS to vacate his/her classroom or worksite.

**19.6 No Reprisals**

No employee shall be discriminated or retaliated against as a result of reporting alleged unsafe or hazardous conditions. Allegations of such discrimination/retaliation may be processed according to the Grievance Article herein.



**19.7 Renovation, Modernization and New Schools**

19.7.1 Community Outreach: ECRA will notify UTLA of community outreach meetings at which potential sites for new schools are to be discussed.

19.7.2 UTLA Liaison: UTLA may, in its discretion, appoint one or more UTLA employees to act as liaisons to ECRA regarding the construction of new schools and remodels of or renovations/new additions to existing schools.

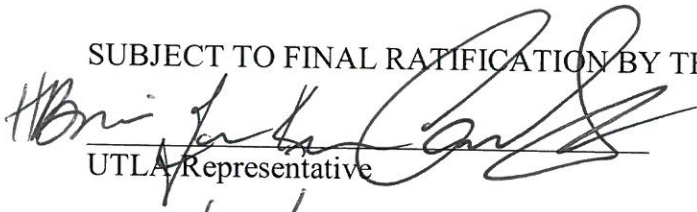
**19.8 Special Grievance Procedures:**

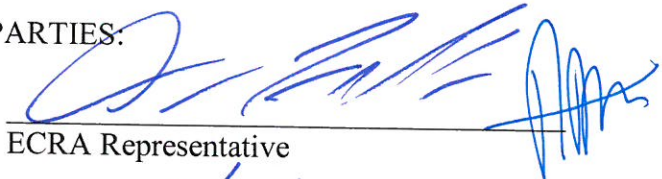
If, after giving notice to the site administration, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Step One time limits of Article VI). Within two (2) days of receiving the grievance, the immediate or applicable administrator shall meet with the grievant in an attempt to resolve the matter, and by the end of the next day the administrator shall issue a written response to the grievant. If the response does not resolve the matter, the grievant may within three (3) days file a written appeal with the Executive Director or designee and UTLA Area Chair. Within three (3) days after receipt of the appeal the Executive Director (or designee) shall hold an appeal meeting to discuss the matter and shall announce a decision by the following day. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the Executive Director's appeal decision is announced, UTLA must, if it wishes to arbitrate the matter, notify ECRA of its intention. UTLA and ECRA shall then select an arbitrator and calendar the dispute for immediate arbitration pursuant to Article VI, Sections 6.9 et. seq. In view of ECRA's limited available funds and the need of ECRA to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether an unsafe or hazardous condition exists, or whether an employee(s) has/have been required to perform tasks that endanger his/her/their health and safety. The arbitrator shall be authorized to include a remedy in his/her award if in his/her opinion the unsafe etc. condition can be corrected at a cost not to exceed \$25,000 for each case, controversy or issue. If the arbitrator determines that correction would exceed \$25,000, he/she shall not include any remedy in the award which shall be forwarded to the Board of Directors for review.

**18.9 Emergency Closure:**

If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
UTLA Representative

  
ECRA Representative

Date: 1/28/16

Date: 1/28/16

TENTATIVE AGREEMENT

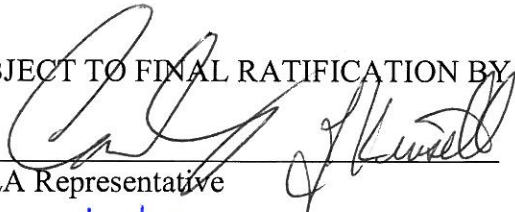
ECRA/UTLA


November 3, 2015

ARTICLE II - RECOGNITION

- 2.1 **Recognition:** ECRA recognizes UTLA as the sole and exclusive representative of all certificated staff excluding day to day substitutes, management, confidential and supervisory personnel as defined by the EERA.
- 2.2 **New Schools:** So long as ECRA is the public school employer in any new school(s), new campus or expansion of ECRA, any certificated staff working as employees of ECRA shall be covered by this collective bargaining agreement.
- 2.3 **“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 represented by UTLA, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by ECRA to provide services.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

*HB*  
  
 UTLA Representative

  
 ECRA Representative

Date: 11/3/15

Date: 11/3/15



### TENTATIVE AGREEMENT

### ECRA/UTLA

January 20, 2016

### ARTICLE XX - ACADEMIC FREEDOM AND RESPONSIBILITY

#### 20.1 Lesson Content:

In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion:

20.1.1 is appropriate to the age and maturity level of the students;

20.1.2 is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; and

20.1.3 is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.


#### 20.2 Determination of Grades:

The grade to be given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by the ECRA except in situations of clerical or mechanical mistake, fraud, bad faith, incompetency, or failure to comply with the then-current ECRA grading policies. A grade shall not be changed for any of the above reasons unless the responsible teacher has, to the extent practical, (a) been given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) been included in discussions relating to the change of grade. Claimed violations of this section are subject to the grievance procedures of this Agreement.

#### 20.3 Ownership of Materials and Publications:

Unless otherwise provided by a separate contract, ownership of materials and publications developed by the employee in the course of performing regular duties are to be owned by the employee.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
UTLA Representative

  
ECRA Representative

Date: 1/20/16

Date: 1/20/16



## TENTATIVE AGREEMENT

### ECRA/UTLA

January 28, 2016

### ARTICLE XXI

#### STUDENT DISCIPLINE, PROPERTY LOSS AND LEGAL SUPPORT

##### 21.1 Codes of Student Conduct:

It is the intention of the parties that teachers and administrators work in a mutually supportive manner to maintain proper student discipline.

21.1.1 In order to improve consistency and accountability in student discipline, ECRA shall develop and issue (and may revise from time to time) a Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process, and ECRA will be responsible for posting, distributing these rules as well as updates;

21.1.2 A teacher shall also have the right to issue and enforce reasonable rules of classroom conduct applicable to students in the teacher's classes, supplemental to and consistent with the ECRA Code of Student Conduct.

##### 21.2 Explanation for Student Transfers.

Before a student is transferred by the school from a teacher's class for disciplinary reasons or due to a parental request, the site administrator or designee shall give to the teacher an explanation for the transfer. The teacher may attach a written reply for the record.

##### 21.3 Student Suspensions

21.3.1 In addition to the normal disciplinary measures such as counseling, parent conferences, and office referrals, the teacher may suspend a student from the teacher's class for that day and the following day for any of the causes set forth below. Nevertheless, suspension (whether from school or from class) is not to be the sole, or even typical, remedy for such offenses but should be reserved for only for the most serious offenses or after other remedial measures have been attempted without success. Furthermore, in criminal or other severe situations where the student should not be released from direct supervision, teachers shall contact the site administrator for assistance before taking action. Subject to the foregoing, the offenses which may warrant a teacher-imposed suspension are as follows:

- a. Disruptive behavior or willful defiance of valid authority;
- b. Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);
- c. Causing, attempting or threatening violence or physical injury;
- d. Theft or damage to school property or personal property;
- e. Extortion or robbery;
- f. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;
- g. Possessing, using, offering for sale or furnishing any drug paraphernalia;
- h. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;
- i. Possessing, using, offering for sale, or furnishing any firearm, or imitation firearm, explosive, knife or other dangerous object;
- j. Falsely reporting a fire or bomb;
- k. Possessing, or using tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products;
- l. Knowingly receiving stolen school property or private property;
- m. Committing or attempting to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code; or
- n. Harassing, threatening, or intimidating a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

21.3.2 Teachers who choose to impose suspensions from their class shall immediately report same to the site administrator and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and



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assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.

- 21.3.3 Prior to or upon the student's return to the classroom, ECRA will provide the unit member with written confirmation of the suspension, including any corrective action taken.

**21.4 Student Expulsion**

ECRA will follow the requirements and procedures set forth in its Charter Petition with respect to matters of student expulsion.

**21.5 Notification to Teacher Regarding Past Misconduct by Student:**

When ECRA has knowledge, based upon records ECRA maintains in its ordinary course of business or from a law enforcement agency, of misconduct on the part of a student, occurring within the previous three (3) years, and which would have constituted grounds for suspension, it shall make a good faith effort to inform every teacher to whom that student is regularly assigned. Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher, and shall not be further disseminated by the teacher.

**21.6 Loss, Destruction, Damage, Theft and Vandalism:**

Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall ECRA reimbursement exceed \$1000, except that ECRA may, upon application and in its sole discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

21.6.1 ECRA shall pay the cost of replacing or repairing:

- a. An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or
- b. The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used at ECRA, when approval for such use was given by the site administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or
- c. The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while



transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other ECRA premises, or the site of authorized ECRA activities; or

- d. The damage to an employee's automobile caused by students being transported by the employee on authorized school business.
- 21.6.2 Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.
- 21.6.3 No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.
- 21.6.4 Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.
- 21.6.5 A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with the Executive Director or designee within 60 calendar days of the loss.
- 21.6.6 In the event the employee receives payment from ECRA pursuant to this section, ECRA shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.
- 21.6.7 If the Executive Director or designee denies a claim, an employee may file a grievance pursuant to Article VI.

**21.7 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle:**

- 21.7.1 ECRA shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is required or properly authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.
- 21.7.2 In instances where student transportation is not available through routine sources such as parents, ECRA transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles, pursuant to ECRA policies.
- 21.7.3 Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized

to accept custody of the student, or a person otherwise authorized by the parent/guardian.

21.7.4 The responsibility of ECRA with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in Section 21.6.1 above.

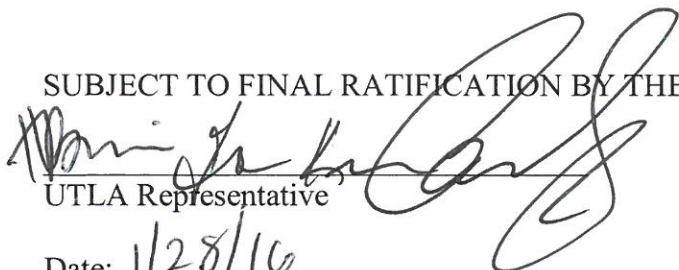
21.7.5 Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement at the current IRS rate.


**21.8 Legal Assistance and Support:**

21.8.1 If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, ECRA shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. The Board of Directors may, in its discretion under Government Code Section 825, indemnify the employee against punitive or exemplary damages.

21.8.2 If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request ECRA to pursue legal action against the student and/or the student's parents or guardians. After evaluating the circumstances, ECRA may bring such a legal action to recover damages.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
UTLA Representative  
Date: 1/28/16

  
ECRA Representative  
Date: 1/28/16





1/28/16  
2:10pm



## TENTATIVE AGREEMENT

### ECRA/UTLA

January 28, 2016

## ARTICLE XXII - SUMMER SCHOOL ASSIGNMENTS

### 22.1 General

ECRA maintains complete discretion as to whether Summer School is offered, in which case this Article determines the criteria for applying and being selected for teaching at Summer School.

22.1.1 Applicants may apply for only one Subject Field and/or program.

22.1.2 "Subject Fields" shall, for purposes of this Article, be reasonably designated by ECRA (e.g., Physical Science and Biological Science have been designated as separate Subject Fields; ESY is designated as one subject field which includes both Resource and Special Education teachers).

22.1.3 Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.

22.1.4 50% Rule for priority: An applicant who was paid in a status other than substitute for 50% or more of the hours the summer school was in session shall be considered to have taught for the purpose of determining priority rating.

### 22.2 Eligibility:

At time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher or as a Summer School teacher in the Subject Field for which they apply.

22.2.1 An employee who is on leave from ECRA for the semester prior to the Summer School is not eligible for assignment.

22.2.2 An applicant who has received, within the most recent two school years immediately preceding the Summer School assignment, an overall evaluation or less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act, shall not be assigned to a school without the consent of the principal or program coordinator.

**22.3 Selection Criteria**

Employees shall be selected on the basis of priority and seniority. Priority 1 applicants shall be assigned before Priority 2 applicants. If there are more eligible applicants within a priority to teach a specific course than there are positions available, ECRA seniority shall determine the selection.

22.3.1 Priority 1 – Employees who have taught the course(s) within the past six (6) semesters and who previously did not teach summer school.

22.3.2 Priority 2 – Employees who have taught the course(s) within the past six (6) semesters but who previously taught summer school.

22.3.3 Once an employee has taught summer school, he/she becomes Priority 2 and remains Priority 2 unless and until one of the following occurs, in which case every teacher in the Subject Field returns to Priority 1 status:

- a. Every teacher in the Subject Field has taught Summer School and is therefore Priority 2; or
- b. No Priority 1 employee in the Subject Field has applied to teach a session of Summer School in a particular year.

22.3.4 ECRA shall provide the UTLA Chapter Chair with a written record of priority status for all employees applying for summer school.

**22.4 Displacements**

Where and when a summer school session becomes over-taught, teachers shall be displaced within a program or Subject Field based on ECRA seniority within the priority categories, beginning with the lowest priority. Any teacher so displaced will retain his/her Priority status.

**22.5 Salary**

22.5.1 Summer School teachers who are paid on a pay period rate during the regular school year shall be paid at a rate equal to 1.09224 times their scheduled hourly rate.

22.5.2 Employees shall be paid only for the actual days/hours of the Summer School assignment.

**22.6 Hours and Duties:**

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Summer School teachers shall report to work each day at least ten (10) minutes before their first class begins. They shall then serve for a full day of instruction, as appropriate, exclusive of nutrition/recess (for those assigned for a four-hour day). They shall remain on site for at least ten (10) minutes after dismissal of their last class. Summer School teachers are also required to perform reasonable pupil supervision duties and other professional obligations, as assigned.

**22.7 Special Grievance Provision:**

Any employee who wishes to seek back pay due to a claimed violation of the selection and assignment rules of this Article must file a formal grievance under Article VI within five (5) days of the written notice of assignment or non-assignment, or within five (5) days of the first day of Summer School, whichever is earlier. Any other alleged violations of this Article may be processed using the normal time line of Article VI.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

*Handwritten signature*  
\_\_\_\_\_  
UTLA Representative

Date: 1/28/16

*Handwritten signature*  
\_\_\_\_\_  
ECRA Representative

Date: 1/28/16



*Handwritten initials*

**TENTATIVE AGREEMENT**

**ECRA/UTLA**

**January 28, 2016**

*1/28/16  
11:49am*

**ARTICLE XXIII – PROFESSIONAL DEVELOPMENT**

**23.1 Purpose and Goals:**

Regular professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of ECRA. At its best, professional development and continued learning is grounded in the instructional goals and programs of the District and the school, the best practices of successful teachers, and the everyday needs of students and teachers. While no professional development program will accomplish all goals for all participants, it is agreed that all professional development programs and activities should seek to achieve the following goals, as applicable:

- 23.1.1 Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and Charter mandates, standards, initiatives and/or priorities;
- 23.1.2 Be appropriately responsive to the ECRA’s needs assessment and/or evaluations of similar programs offered in the past;
- 23.1.3 Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
- 23.1.4 Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
- 23.1.5 Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;
- 23.1.6 Be intellectually engaging and reflect the complexity of the teaching and learning processes; and
- 23.1.7 Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.

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**23.2 Time for Professional Development:**

ECRA and UTLA shall work together to find methods of providing time for professional development during employee contractual work time obligations while adhering to state mandated instructional minutes, including, where possible, the scheduling of shortened and/or minimum days.

**23.3 Professional Development Advisory Committee:**

In order to ensure effective input from UTLA and certificated staff in the development and implementation of ECRA's professional development programs, there shall be formed a Professional Development Advisory Committee ("PDAC"). The PDAC shall meet at least once a month to review, discuss, and provide appropriate recommendations to the Executive Director. The PDAC composition and responsibilities shall be as follows:

*Handwritten initials*

*OR DESIGNEE.*

23.3.1 The UTLA Chapter Chair and ECRA Executive Director may each appoint a co-chair and up to two (2) other members to the PDAC.

23.3.2 The PDAC shall have the following responsibilities in its role as advisor to the Executive Director and administration:

- a. Review, evaluation and provide recommendations concerning any current or proposed professional development programs and activities;
- b. Propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose;
- c. Review and provide recommendations concerning the professional development calendar for the year;
- d. Review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing statutorily required certifications;
- e. Develop and compile information regarding best practices and successful models for the delivery of professional development programs irrespective of content;
- f. Develop and compile procedures and instruments for the assessment of professional development programs including for individual programs and annual evaluation of such programs.

23.3.3 In addition to the foregoing, the function, purpose, and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:

- a. Professional development shall be grounded in data and the instructional goals, pedagogy, and programs of ECRA; and
- b. The information, procedures, and instruments referred to above are intended to assist with delivering effective professional development according to research and evidence based practices that will be most effective and which will enhance student achievement.

**23.4 Program Evaluation:**

At the conclusion of each professional development program, activity or session conducted, the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. The evaluation forms will be used to improve upon future professional development programs. .

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

UTLA Representative

Date: 1/28/16

ECRA Representative

Date: 1/28/16





## TENTATIVE AGREEMENT

### ECRA/UTLA

November 3, 2015

#### ARTICLE III - ECRA RIGHTS

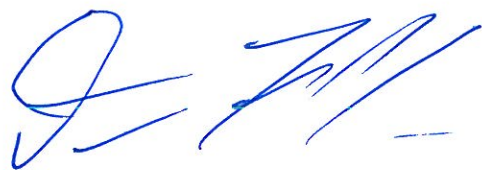
- 3.1 **General:** The intention of this Article is to provide that ECRA retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of ECRA beyond statutory and constitutional limits, or in any 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 ECRA 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.
- 3.2 **Consultation Rights:** Certain of the rights of ECRA set forth in this Article are subject to the consultation rights of UTLA under Section 3543.2 of the Government Code. This Article is not intended to limit such consultation rights.
- 3.3 **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 ECRA. 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 ECRA, including the division of authority, organizational divisions and sub-divisions, and external and internal boundaries of ECRA;
  - b. The sources and amounts of financial support, including compliance with any requirements imposed by law or by funding sources;
  - c. All budgetary matters and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures and budget items that are expressly required by the terms of this Agreement;
  - d. The number and location of any ECRA-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 ECRA personnel to students and to the public, and the support services to be provided to employees and other ECRA 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, food services, student transportation, and the type of extracurricular and co-curricular activities;
- g. Subject to limitations in other Articles of this Agreement, to select, hire, grant contracts of employment, classify, assign, promote, demote, discipline, suspend, place on involuntary leave, terminate, and retire any personnel of ECRA;
- h. Subject to State credentialing requirements, assign personnel to any location and also to any facilities, classrooms, duties, academic subject matters, grade levels, and departments;
- i. Subject to the Article herein regarding Class Size, determine the number of employees, and whether and where there is a vacant position;
- j. Subject to the Article herein regarding Hours, determine the dates, times and hours of operation of any ECRA facility, function, or activity; and
- k. Subject to the Article herein regarding Safety, determine safety and security measures and rules for students, employees, the public, properties, facilities, and equipment.

3.4 **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 3.2, above.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

*HB*  
  
 \_\_\_\_\_  
 UTLA Representative

  
 \_\_\_\_\_  
 ECRA Representative

Date: 11/3/15

Date: 11/3/15



**TENTATIVE AGREEMENT**

**ECRA/UTLA**

**February 24, 2016**

**ARTICLE IV - UTLA RIGHTS**

- 4.1 **Access:** Any authorized UTLA representative shall have the right of reasonable access to ECRA facilities, including teacher mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at the site, the representative shall first report to the office of the site administrator and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. The representatives shall not interrupt any employee's duties or assignments.
- 4.2 **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.
- 4.3 **Distribution of Material:** Pursuant to United States Postal laws, the School mail ~~and email~~ is not available for distribution of UTLA material. Material or literature, including email, distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of law.
- 4.4 **Released Time for Negotiations:** Up to five (5) negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with ECRA. UTLA and ECRA may agree that additional employees shall receive such release time.
- 4.5 **Organizational Leave:** A maximum of one (1) elected officer 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. UTLA shall fully reimburse ECRA for all costs, including but not limited to full salary, benefits, and retirement contributions, expended on behalf of the employee.
- 4.6 **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 twenty-five (25) days per year. The site administrator may in his or her discretion deny the release of any particular employee based upon instructional needs. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the School at the base rate for substitutes or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.
- 4.7 **Exclusivity:** UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.
- 4.8 **UTLA Chapter Chairpersons:** UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair and one to serve as Co-Chair. To facilitate communication, he/she shall meet together with the site

administrator whenever reasonably possible. The UTLA Chapter Chair is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and ECRA. The Chapter Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

- a. Upon request of an employee, have the right to represent the employee in grievance meetings and in meetings relating to discipline as provided in this Agreement.
- b. When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed.
- c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;
- d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.
- e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;
- f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).
- g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed five (5) working days, a copy of up to fifty (50) pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.
- h. 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;
- i. Have the right to propose agenda items for faculty meetings. The designated Chapter Chair shall also have the right to make appropriate brief announcements within the first forty-five (45) minutes of such meetings or at least fifteen (15)



minutes prior to the end of the meeting if such meeting is less than an hour in length.

- j. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Directors and UTLA), when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty; and
- k. Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair.

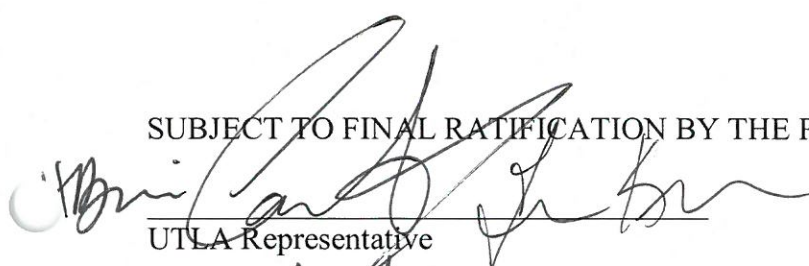
4.8.1 **UTLA Chair Release Time:** The ECRA Chapter Chair shall be granted up to two (2) paid release periods per semester for the purpose of conducting association business, and may delegate one (1) such period to the Co-Chair for such purpose. If the resulting class size in an affected department exceeds an average of thirty-five (35) students, approval by the affected department is required for each release period. Approval will be decided by a majority vote of the teachers of the affected department(s).

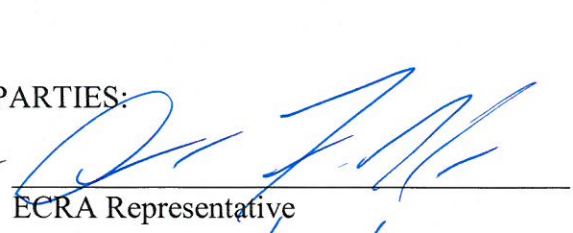
4.9 **Committee Appointments:** If ECRA decides that unit members are to be invited to serve on any School-wide committee, such appointments and related committee conditions are governed by the terms of the approved ECRA charter, any applicable bylaws or laws.

4.10 **List of Employees:** Annually, or upon reasonable request, ECRA shall provide to UTLA, via electronic format, a current list of names, employee numbers, job titles, addresses, telephone numbers, work location, salaries, and status (probationary or permanent) of all employees covered by this Agreement. This list will also include all employees newly hired into the bargaining unit during the preceding year and all bargaining unit employees who have separated during the preceding year.

4.11 **Consultation Rights:** ECRA shall meet and consult with UTLA on all subject matters specified in Government Code Section 35342.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
 \_\_\_\_\_  
 UTLA Representative  
 Date: 2/24/16

  
 \_\_\_\_\_  
 ECRA Representative  
 Date: 2/24/16



**TENTATIVE AGREEMENT**

**ECRA/UTLA**

**November 3, 2015**

**ARTICLE V - DUES DEDUCTIONS**

- 5.1 **Voluntary Authorizations:** ECRA 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. ECRA shall deduct one-twelfth (1/12) of such annual dues from each regular salary warrant which contains sufficient funds to cover the deductions.
  - 5.1.1 If ECRA’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, ECRA shall make an appropriate adjustment on a subsequent pay warrant. UTLA agrees to hold ECRA harmless against any claims or liabilities arising out of any such adjustments.
  
- 5.2 **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.
  
- 5.3 **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).
  
- 5.4 **Agency Fee/Dues Obligation:** Commencing within thirty (30) days of employees initial employment, throughout the term of this Agreement, each employee (as defined in Article I of this Agreement) is required as a condition of continued employment either: (a) to be a member in good standing of UTLA, or (b) to satisfy the agency fee financial obligations set forth in Section 4.1 below, unless qualified for religious exemption as set forth in Section 4.2 below. Newly hired bargaining members shall have deductions for dues or agency fee made on the first warrant received from ECRA. If this warrant covers several pay periods a deduction shall be made for each pay period.
  - 5.4.1 Unless the employee has (a) voluntarily submitted to ECRA an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to UTLA as evidenced by notice of same by UTLA to ECRA, or (c) qualified for exemption based upon religious grounds as provided in Section 4.2 below, ECRA shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to UTLA. The amount of agency fee to be charged shall be determined by UTLA, subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, initiation fee and general assessments applicable to

UTLA members. As to non-members who object to UTLA spending their agency fees on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent provided by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. UTLA shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge UTLA's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. ECRA will promptly remit to UTLA all monies deducted, accompanied by a list of employees for whom such deductions have been made.

5.4.2 Religious Exemption from Agency Fee Obligations:

- a. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a nonreligious, nonlabor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as designated by the employee. Board of Directors approved examples of such organizations are: United Way, United Negro College Fund, and Brotherhood Crusade.
- b. To qualify for the religious exemption, the employee must provide ECRA with a copy to UTLA, a written statement of objection, along with verifiable evidence of membership in a religious body as described in a. above.
- c. Any employee utilizing this religious exemption status, who requests UTLA to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by UTLA for the reasonable cost of using such procedures.

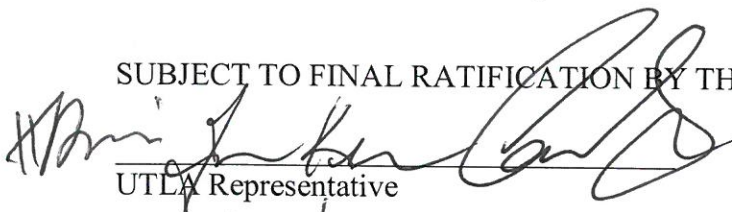
5.4.3 Implementation dates: Any of the above-described payment obligations applicable to employees shall be processed by ECRA with the payroll immediately following the effective date of the payment requirement,




provided that the information is on file with the Payroll Branch by the deadline for filing time reports.

- 5.4.4 Indemnity/Hold-Harmless: UTLA agrees to indemnify and hold ECRA harmless against any and all liabilities, (including reasonable and necessary costs of litigation), arising from any and all claims, demands, suits, or other actions relating to ECRA's compliance or attempted compliance with either this Article or the requests of UTLA pursuant to this Article, or relating to the conduct of UTLA in administering this Article. UTLA shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall School funds be involved in any remedy relating in this Article. Any underpayments to UTLA resulting from ECRA's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayments to UTLA resulting from excessive deductions shall be remedied either by refund from UTLA to the affected employee(s) or by a credit against future payments by the affected employee(s).
  
- 5.4.5 Provision of Information: ECRA will furnish any information needed by UTLA to fulfill the provisions of this Article.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
UTLA Representative

Date: 1/28/16

  
ECRA Representative

Date: 1/22/16



## TENTATIVE AGREEMENT

### ECRA/UTLA

January 20, 2016

#### ARTICLE VI - GRIEVANCE PROCEDURE

- 6.1 **Grievance and Parties Defined:** A grievance is defined as a claim that ECRA has violated an express and applicable term of the collective bargaining agreement between ECRA and UTLA and that by reason of such violation, the grievant's rights under this Agreement have been adversely affected. Grievances as defined may be filed by the affected employee or by UTLA on its own behalf or on behalf of an individual employee or group of employees where the claims are similar. On filing a grievance on behalf of a group, UTLA need not specify the names of the employees, but must describe the group so that the Charter School has notice of the nature and scope of the claim.
- 6.1.1 **Interpretation of Agreement:** Interpretation of any of these provisions shall not constitute a material violation of the approved charter. At the earliest possible time, the Charter School shall raise any issues related to whether a grievance requests relief that, if granted, would constitute a violation of the charter.
- 6.1.2 **Scope of Coverage:** All matters and disputes which do not fall within the above definition of a grievance are excluded from this grievance process, including but not limited to those matters for which other methods of adjustment are provided, such as reduction in force and dismissals. Also excluded from this grievance process are those matters so indicated elsewhere in this Agreement. Claimed violations of Articles concerning non-discrimination are to be handled under appropriate statutory and/or judicial procedures rather than under this grievance procedure; however, claims of discrimination based upon UTLA affiliation are subject to this grievance procedure.
- 6.1.3 **Joinder of Grievance:** 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.
- 6.1.4 **ECRA as Respondent:** The respondent in any grievance shall be ECRA itself rather than any individual administrator.
- 6.1.5 **Effect of Filing Grievance:** Unless the parties mutually agree to the contrary, the filing or pendency of a grievance shall not delay or interfere with any ECRA action while the grievance is being processed. By the same token, if it is later determined that the grievance is meritorious, nothing in the foregoing sentence shall preclude remedial relief covering the period during which the

grievance was being processed, including the applicable portion of the 15-day period preceding the filing of the grievance.

- 6.1.6 **Non-Waiver:** Processing and discussing the merits of a grievance shall not be considered a waiver by the ECRA of a defense that the matter is not arbitrable or should be denied for other reasons which do not go to the merits.
  
- 6.2 **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 other ECRA representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.
  - 6.2.1 **Unrepresented Grievant(s):** When a grievant is not represented by UTLA, ECRA shall promptly furnish to UTLA a copy of the grievance. If the grievance is withdrawn without a settlement, ECRA shall so notify UTLA. ECRA shall not agree to a final resolution, until UTLA has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter.
  
- 6.3 **Release Time for Employees and UTLA Representatives:** Grievance meetings and hearings will be scheduled by ECRA at mutually convenient times and places during ECRA 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 released time, including necessary travel time, without loss of salary 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 and witnesses as required shall be afforded released time and mileage, if applicable.
  
- 6.4 **Confidentiality:** In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a Level One Informal Conference is requested in writing under Section 6.7.1 until the grievance is finally resolved, neither UTLA, ECRA, nor the grievant or any agents thereof 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.
  
- 6.5 **Effect of Time Limits:** If a grievance is not processed by the grievant at any step in accordance with the time limits of this Agreement, it shall be deemed withdrawn. ECRA shall respond, in writing, in a timely manner as provided in this Article. If ECRA fails to respond to the grievance in a timely manner at any step, the grievant has the option to proceed directly to the next step of this procedure. All time limits and grievance steps may be shortened, extended or waived, but only by mutual agreement.
  
- 6.6 **“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.



6.7 **Level One: Informal Conference**

6.7.1 Before filing a formal grievance, the grievant shall attempt to resolve a grievance by an informal conference with the grievant's immediate administrator. If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievant may initiate the informal conference with the administrator who has such responsibility and authority. Said conference shall be requested within eighteen (18) days of the occurrence of the act or omission giving rise to the grievance or of the date when the grievant could be reasonably expected to know of the act or omission which give rise to the grievance.

6.7.2 A meeting between the grievant and the immediate or applicable administrator shall take place within five (5) days from written request for the informal conference. The administrator shall reply in writing within five (5) days following the informal conference.

6.8 **Level Two: Formal Grievance:** A formal grievance must be filed with the immediate or applicable administrator within fifteen (15) days of the termination or conclusion of the Level One. For claims of payroll or other salary error, the 15 day time limit runs from discovery of the alleged error, but any recovery payment cannot relate back more than three years prior to the grievance filing.

6.8.1 **Use of Grievance Form:** The grievance must be presented in writing to the immediate administrator (or other administrator who has the authority to grant the requested remedy) by completing the applicable UTLA-ECRA Grievance form. The written statement on the grievance form will be clear and concise, including the specific provision(s) of the agreement alleged to have been violated, and it shall state the specific remedy sought.

6.8.2 **Grievance Meeting:** A meeting between the grievant and the immediate or applicable administrator shall (if different from the Principal) take place within five (5) days from presentation of the grievance. The administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Level Two.

6.9 **Level Three: Appeal to Executive Director:** If the immediate or applicable administrator is the Executive Director, the grievant may begin the grievance at Level Three; otherwise, the Level Three must be requested within five (5) days of the termination of Level Two. Grievances at Level Three shall include a copy of the original grievance, and the decisions rendered at Level One and Level Two. At Level Three, a meeting between the grievant and the Executive Director shall take place within ten (10) days from presentation of the grievance at that time. The Executive Director shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Level Three.



- 6.10 **Request for Arbitration:** If the grievance is not settled in Level Two, UTLA, with the concurrence of the grievant, may submit the matter to arbitration but only if the Association gives written notice to the office of the Executive Director within five (5) days after termination of Level Three.
- 6.11 **Selection of Arbitrator:** Within seven days of receipt of the request for arbitration, UTLA and the ECRA Executive Director shall meet to select an arbitrator. The arbitrator shall be jointly selected by UTLA and the Executive Director of ECRA or selected from the following list by the alternative strike method:

1. Irene Ayala	8. Joe Henderson
2. Mark Burstein	9. Kenneth Perea
3. Doug Collins	10. Guy Prihar
4. Walter Dougherty	11. Michael Prihar
5. Wayne Estes	12. Terri Tucker
6. Joseph Gentile	13. Louis Zigman
7. Isabel Gunning	

If the arbitrator selected cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator, until one is selected who is able to serve within sixty days.

- 6.12 **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 time except by mutual agreement. The arbitrator’s decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet this deadline for decision shall, unless the parties have mutually extended the deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.
- 6.13 **Documents and Witness Lists:** Either party may request from the other the production, review and right to copy documents not otherwise protected by law 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.
- 6.14 **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 arbitrator, the parties’ representatives, and witnesses as scheduled. In cases involving, evaluations of Below Standard Performance, issuance of Notices of Unsatisfactory Service and/or Act(s), or critical material which has been placed in an employee’s official personnel file, ECRA shall proceed first in providing evidence.
- 6.15 **Limitations Upon Arbitrators:** The arbitrator 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 either Agreement has been violated as alleged in the grievance and if so what the remedy should be within the meaning of the Agreement. Further, both parties understand

and agree that an arbitration award may be set aside if it violates a material provision of the ECRA charter. Past practice of the parties in interpreting and applying the terms of this Agreement may also be relevant evidence, but shall not be used so as to justify or result in a modification (whether by revision, addition or detracton) of the terms of this Agreement. The arbitrator shall have no power to render an award on any grievance arising after the termination or expiration of this Agreement.

6.16 **Effect of Arbitration Award:** Except as noted herein, the arbitrator’s decision shall be final and binding upon the grievant(s), ECRA and UTLA. The California law on final and binding arbitration awards between a school district or charter school and an employee organization shall be applicable to such a decision.

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

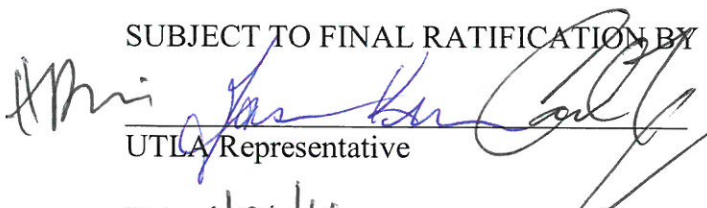
6.16.2 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees’ and UTLA’s sole and final remedy for any claimed breach of this Agreement.

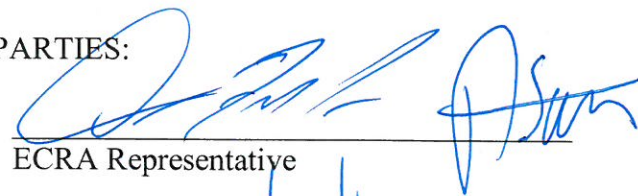
6.17 **Expenses:** All fees and expenses of the arbitrator shall be shared equally by UTLA and ECRA. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time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

6.18 **Grievance Files:** ECRA 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.

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

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
\_\_\_\_\_  
UTLA Representative  
Date: 1/20/16

  
\_\_\_\_\_  
ECRA Representative  
Date: 1/20/16





**TENTATIVE AGREEMENT**

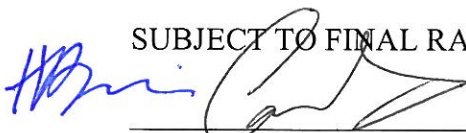
**ECRA/UTLA**

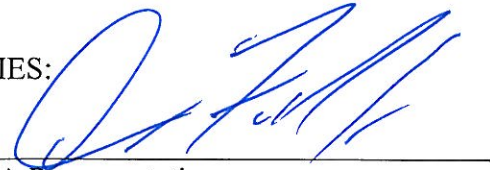
**November 3, 2015**

**ARTICLE VII - NON-DISCRIMINATION**

Pursuant to applicable Federal and State laws, ECRA and UTLA agree not to discriminate against any employee based upon race, color, religion, creed, national origin, gender, age, marital status, sexual orientation, disability, or political or UTLA affiliation, and to have due regard for employees' privacy and constitutional rights as citizens.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
UTLA Representative

  
ECRA Representative

Date: 11/3/15

Date: 11/3/15

**TENTATIVE AGREEMENT**

**ECRA/UTLA**

**November 12, 2015**

**ARTICLE VIII – EVALUATION**

- 8.1 Purpose: The purposes of these procedures are to evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, impose discipline where appropriate and continue to improve the quality of educational services provided by employees.
- 8.2 Evaluator: The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility. Any bargaining unit employee, including but not limited to a department chairperson, who objects to being required to evaluate another employee, shall not be required to do so, but may be required to participate in classroom visitations, guidance and assistance. As to evaluation of site-based support service personnel excluding library media teachers, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation.
- 8.3 Frequency: Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees. In the case of permanent employees who are deemed “highly qualified” under 20 U.S.C. Section 7801, and have been employed by ECRA for at least 10 years, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:
  - 8.3.1 Any such arrangement for an evaluation beyond the two- year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.
  - 8.3.2 However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.
  - 8.3.3 Because these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of the notice provisions of paragraph b. above are subject to grievance procedures.

- 8.4 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.
  - 8.4.1 Individual performance objectives shall relate to, but not necessarily be limited to, the following:
    - 8.4.1.1 Standards of expected student progress and achievement for the grade level and areas of study based on ECRA and special program determinations; and appropriate instructional objectives and strategy-planning methods, instructional materials, and methods of assessing student progress and achievement;
    - 8.4.1.2 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 ECRA rules, policies, and standards;
    - 8.4.1.3 The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to the Article and sections regarding Hours; and
    - 8.4.1.4 The maintenance of proper student control and suitable learning environment, with mutual respect and proper sensitivity to such issues as race, sex, ethnicity, the handicapped, and socioeconomic differences.
    - 8.4.1.5 For non-teaching employees such as counselors, psychologists, and other service personnel, performance objectives shall be comparable to the above, but are to be related to the duties of their particular classification.
  - 8.4.2 If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level for resolution. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement. In such cases the employee's required signature indicates only receipt and acknowledgment of the objectives which will be used for evaluation purposes.
  - 8.4.3 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



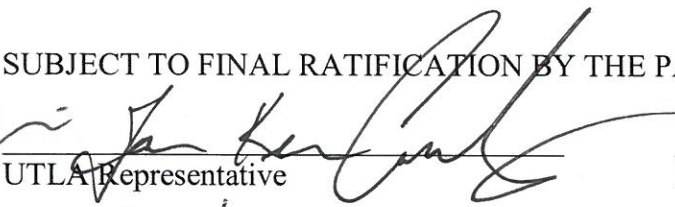
evaluator may initiate discussion toward such a modification. If the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level as set forth in the preceding paragraph.

- 8.5 Observations, Records, and Assistance: Observations should be followed by conferences to discuss the employee's performance. If problems are identified, the evaluator shall make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within five (5) working days of the conference, a copy of written records relating to observations, advisory conferences and assistance offered or given shall be given to the employee for the employee's information, guidance, and as a warning to improve performance.
- 8.6 Final Evaluation Report: Not less than 30 calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place, 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.
- 8.6.1 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.
- 8.6.2 The employee shall be given a copy of the Final Evaluation Report at the conference. A copy shall be placed in the employee's personnel file, and a copy retained by the school or office. Evaluation forms shall not be considered a public record.
- 8.6.3 Grievances: Evaluations are not subject to the grievance procedures of Article VI, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard.
- 8.7 Evaluation Request Upon Separation of Employment: If either the administrator or employee wishes 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.

HR

This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two weeks prior to the effective date.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

*HR*  
  
UTLA Representative

  
ECRA Representative

Date: 1/28/16

Date: 1/28/16 

UP 1/20/16 2:30pm

Jh  
Cm

TENTATIVE AGREEMENT

ECRA/UTLA

January 20, 2016

ARTICLE IX - DISCIPLINE & PERSONNEL FILES

9.1 **Access and Response to Critical Material in Personnel Files:** When the School 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 thirty (30) days of ECRA's receipt of the document. The document shall not be either placed in the personnel file or retained by ECRA 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 ECRA personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.

9.1.1 Exempt from disclosure to the employee are documents which (1) are references obtained from outside ECRA 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.

9.2 **Pre-disciplinary Matters:** Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such documents are placed in the employee's official personnel file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.

9.2.1 Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four (4) years without recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate



“expired” file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

9.3 **Notices of Unsatisfactory Service or Act, and Suspension:**

- a. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days. 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 incompetence, the observation, records and assistance provisions of the Evaluation article of this Agreement will 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. A Notice of Unsatisfactory Service or Act and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension was issued.
- d. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.
- e. 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 employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee’s right 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. Non-availability 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.
- f. Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee’s choice, as long as that person is not a representative of another employee organization. Non-availability 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 the discipline to be imposed and immediately confirm the discipline to be imposed in writing on the appropriate ECRA form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

- g. 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 ECRA.
- h. Notices of Unsatisfactory Service or Act are grievable under the grievance article of this Agreement. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, a notice of appeal to the Executive Director of ECRA shall be delivered within three days of receipt of the form. Within three days after receipt of the employee's notice of appeal, the Executive Director shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify ECRA in writing of its intention. UTLA and ECRA shall select an arbitrator, and the dispute will then be calendared for arbitration. If at any of the above steps the employer or UTLA does not appeal as provided above, the discipline shall be considered final.
- i. After ECRA has taken formal disciplinary action against an employee, and upon request of the Union representing the employee, ECRA shall furnish the Union with a copy of any written statements taken of students relating to the matter. ECRA shall not be permitted to have a student witness testify at an arbitration hearing unless the Union has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. ECRA shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) ECRA interview. If the interview is not done jointly, the Union's interview shall be in the presence of a non-involved person acceptable to both the Union and ECRA, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.
- j. Any of the disciplinary measures referred to in "a" above may be imposed independently of ECRA's evaluation procedures, and independently of statutory suspension/dismissal proceedings. Such discipline shall not be regarded as a precondition 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.

9.4 **Dismissal Procedures:**

Except for cases related to egregious misconduct, dismissal procedures shall follow those procedures outlined in the Education Code.

For cases related to egregious misconduct, ECRA may elect to utilize dismissal procedures subject to and based upon just cause and not subject to the Education Code or interpreting case law related to certificated dismissal. Such just cause dismissal commences with a statement of charges issued by the Board of ECRA and, if appealed in writing, is subject to binding arbitration as defined in the Grievance Article.

If the parties cannot agree whether the charges are properly before the Arbitrator, each party may submit a written argument to the Arbitrator in no more than ten (10) pages length and the Arbitrator shall issue a written ruling upon the contract language, whether the matter is arbitrable.

9.5 **Accountability for Individual Bargaining Unit Member Quality:**

a. In order to ensure that employees are focused on their central mission of performing satisfactory in the area of teaching methods, instruction and delivery of other services, employees who receive a Notice of Unsatisfactory Service or "below standard" evaluations shall be deemed ineligible for service or entitlement to the following:

1. Mentor Service
2. Out of Classroom personnel, department chair or instructional advisor positions
3. Committee (including Governing Board) membership
4. Summer session and/or intersession
5. Academic, activity, and athletic positions with corresponding differentials
6. Permissive leaves
7. Auxiliary periods and other auxiliary services involving extra-pay for extra work.

9.6 **Suspension or Reassignment Due to Mental Incompetence:** The School 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 this Agreement.

9.7 **Arrest Procedures:** Whenever an employee is to be arrested at the school site, the site administrator shall request the police to conduct the arrest at a time and place least visible to the students and staff.



In accordance with Education Code Section 44950 and 44950.5, the School may utilize such provisions when any employee is charged with offenses as enumerated therein.

9.8 **Procedures Relating to Alleged Child Abuse:** When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:

- a. As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).
- b. Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the Executive Director, the employee, and the parent/guardian.

9.9 **Paid Administrative Leave:** The parties recognize that ECRA retains the right to place an employee on paid administrative leave and that such placement is not considered disciplinary. The parties also recognize that such placement can be the cause of consternation and embarrassment to the employee. Accordingly, the parties agree to the following principles:

- a. As soon as practicable, and subject to the possible direction of law enforcement, ECRA will provide a written reason for the placement.
- b. Paid administrative leave is a temporary measure, and steps will be taken to expedite the process of bringing the placement to closure.
- c. An employee will not be on paid administrative leave for more than twenty (20) days without being provided a written status report stating the reasons for his/her placement and an estimated timeline for closure.

a.d. **In the case of an employee who is to be retained in ECRA employment and to the extent practicable, the employee is to be returned to his/her previous assignment.**

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SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

*Handwritten signature*  
 UTLA Representative  
 Date: 1/20/16

*Handwritten signature*  
 ECRA Representative  
 Date: 1/20/16