

MEDIATED PROPOSAL
TENTATIVE AGREEMENT
BETWEEN
EL CAMINO REAL ALLIANCE
&
UNITED TEACHERS LOS ANGELES
TO SETTLE 2021-2024 SUCCESSOR NEGOTIATIONS

December 3, 2021

This package mediated settlement offer is to fully settle negotiations between El Camino Real Alliance (“ECRA”) and United Teachers Los Angeles (“UTLA”) for the contract reopener for the 2021-2024 school years. Rejection of any of the items proposed constitutes a rejection of the entire package proposal. ECRA reserves the right to return to its previously held positions and previously offered proposals on all items.

During pre-impasse negotiations, the parties reached tentative agreement on the following fourteen (14) articles:

- Article IV UTLA Rights (2/8/21)
- Article V Dues Deduction (1/19/21)
- Article VI Grievance Procedures (2/18/21)
- Article VII Non-Discrimination (1/19/21)
- Article IX Discipline and Personnel Files (2/8/21)
- Article XII Leaves of Absence (10/7/21)
- Article XIII Hours, Duties & Work Year (10/7/21)
- Article XIV Employment Classification (1/29/21)
- Article XV Assignments (10/7/21)
- Article XIX Safety (2/8/21)
- Article XX Academic Freedom and Responsibility (6/21/21)
- Article XXI Student Discipline, Property Loss & Legal Support (10/7/21)
- Article XXII Summer School Assignments (10/7/21)
- Article XXIII Professional Development (8/25/21)

The elements of the mediated package proposal are as follows:

1. **ARTICLE XVII – COMPENSATION**

- a. **2021-2022 Pay Increase: 8% total**: 4% on-schedule and 4% off-schedule (to be implemented after the on-schedule raise);
- b. **2022-2023 Pay Increase: 5% total**: 2% on-schedule and 3% off-schedule (to be implemented after the on-schedule raise);
- c. **2023-2024 Pay Increase: 2% total**: 2% on-schedule and 0% off-schedule;

Total salary increases = 15% over 3 years.

- d. **Salary Schedule Restructuring (the equivalent of an on-schedule 1% over the term of the agreement)**:

- i. Adding additional steps past year ten (10) on the salary schedule for unit members with fifty-six (56) units or more on a graduated basis; and
- ii. Providing an additional one-half percent (0.5%) to salaries of unit members with ninety-eight (98) units or more, including career increments, to allow for a full percentage difference between steps.

Note: The Restructuring would be implemented prior to the 2021-2022 increase so that under this proposal, the highest paid unit member on the salary schedule receives an increase from \$98,094 to \$102,527 on the schedule (plus another four percent (4%) off-schedule payment as well as stipends and differentials) for 2021-2022. By 2023-2024, this amount will increase to \$106,670.

- e. Increase of \$500 to Master’s and Doctorate Stipends (the equivalent of an on-schedule 1% over the term of the agreement).
- f. Professional Development rate: Increase from twenty-five (\$25) to fifty (\$50) per hour, Section 17.5.
- g. Stipend Schedule -, attached hereto as **Attachment B**. (Note: Some of the athletic stipends are increased by 25%.)

2. **ARTICLE I – AGREEMENT**

Amend Section 1.2 to provide for a three (3) year closed contract from July 1, 2021 to June 30, 2024 (other than the possibility of continued negotiations over Evaluation, as provided in Attachment C).

3. **ARTICLE VIII – EVALUATION**

Proposal: Attachment C.

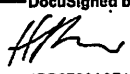
4. **ARTICLE XI – WORK STOPPAGE**

Status quo; no change.

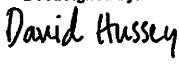
5. **ARTICLE XVIII – HEALTH AND WELFARE BENEFITS**

Status quo, but ECRA will agree to a **side letter** for the remainder of the benefit year (October 1, 2021 through September 30, 2022) which maintains the prior level of monthly employee High PPO premium contributions of eighty (\$80) dollars for the five (5) unit members who have “single” coverage and one hundred seventy-six (\$176) dollars for the three (3) unit members with “two-party” coverage. (Employees with “family” coverage will continue to pay the “composite” rate, which is *lower* than previous years.)

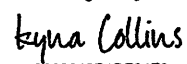
SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

DocuSigned by:

1B00762A0F1040A...

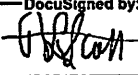
Hong Bui, UTLA Representative
Date: 12/6/2021

DocuSigned by:

1B030268011A481...

David Hussey, ECRA Representative
Date: 12/3/2021

DocuSigned by:

C98084881DF04F3...

Kyna Collins, UTLA Chapter Chair
Date: 12/6/2021

DocuSigned by:

1B05174827504E5...

Roger Scott, Young Minney & Corr
Date: 12/6/2021

MEDIATED PROPOSAL - ATTACHMENT A

TENTATIVE AGREEMENT

ECRA/UTLA

ARTICLE XVII – COMPENSATION AND SALARY POINT CREDIT

December 3, 2021

17.1 Compensation:

17.1.1 The salary schedule 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 17.2 below.

- a. Retroactive to July 1, 2021, the certificated salary tables (T) & (L) shall be increased by four percent (4%) for all unit members employed on or after the date of ratification. In addition, a four percent (4%) one-time off-schedule increase for 2021-2022, will be paid in two (2) equal installments (on December 15, 2021 (or within thirty (30) calendar days following ratification, whichever is later) and May 15, 2022), based on eligible compensation earned, to unit members in active employment on those respective dates.
- b. Effective July 1, 2022, the certificated salary tables (T) & (L) shall be increased by another two percent (2%). In addition, a three percent (3%) one-time off-schedule increase for 2022-2023, will be paid in two (2) equal installments (December 15, 2022 and May 15, 2023) based on eligible compensation earned, to unit members in active employment on those respective dates.
- c. Effective July 1, 2023, the certificated salary tables (T) & (L) shall be increased by two percent (2%).
- d. Effective July 1, 2021 (prior to any pay increases set forth in sub-sections a. through c., above), the salary tables will be restructured as set forth in Appendix A.

17.1.2 The Differential and Stipend Schedule are set forth in **Appendix B**.

17.2 Salary Schedule Advancement:

17.2.1 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.).

- 17.2.2 Classes taken at a community college must be UC/CSU transferable.
- 17.2.3 Other coursework (including LAUSD courses and distance learning program) will not be given credit unless authorized and approved in advance.
- 17.2.4 The employee must provide transcripts showing a grade of at least "C," "Pass," or better.
- 17.2.5 Salary point credit for repeat coursework shall not be allowed unless five (5) years have passed since the course was originally taken.
- 17.2.6 Credit will not be given where the course was taken during paid time or where ECRA paid the tuition and/or costs.
- 17.2.7 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.

17.3 National Board Certification (NBC) Differential:

Unit members who work directly with students on a daily basis in a classroom setting, or who work directly with teachers as a literacy or math coach, who obtain National Board Certification (NBC) from the National Board for Professional Teaching Standards (NBPTS) are entitled to additional compensation, which shall be implemented as set forth below. Other out of classroom coordinators may also qualify for NBC compensation at the sole discretion of the Executive Director, considering the degree to which the coordinator works directly or indirectly with students.

- 17.3.1 Each qualified employee in permanent or probationary status shall receive compensation at their daily rate for actually working a number of additional days/hours up to 7 ½ % of their work year (up to 92 hours), or a percentage thereof, as compensation for additional hours of activities pre-approved by ECRA, and shall also receive a differential of seven and one-half (7 1/2%) percent per year, for a total of up to 15% increase in compensation. 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 by the first week of each month in order to receive compensation for the additional hours on their next end-of-month paycheck; any hours submitted after the first week of each month shall be paid out at the end of the following month. 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.
- 17.3.2 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.
- 17.3.3 Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties.

17.3.4 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.

17.4 Payroll Errors:

17.4.1 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, 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. 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.

17.4.2 Salary Underpayments and Correction:

If ECRA fails to issue a scheduled regular pay warrant, or makes an error of \$300 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.

17.4.3 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.

17.5 Mandatory Professional Development Rate:

Whenever unit members are mandated to participate in professional development, they shall be compensated at the regular hourly rate. This provision does not apply to professional development held during regular work hours during the regular work year, including meetings set forth in Section 13.5, or any optional training paid at the Professional Development rate of fifty (\$50) dollars per hour.

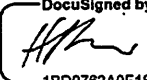
17.6 Junior Reserve Officers Training Corps (JROTC) Employees:

ECRA's obligation to compensate JROTC program unit members shall be set at eight (8%) percent above the allocation received from the U.S. military. JROTC program unit members may not receive annual salary increases negotiated for other (non-JROTC) unit members. In the event that ECRA implements a wage decrease due to a reduced allocation from the U.S. military, UTLA may, subsequent to ECRA's wage decrease, open negotiations regarding the salary impact to the JROTC unit members.

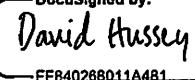
17.7 Department Chairpersons:

A department chairperson of a department with thirteen (13) or more unit members shall be assigned a preparation period in addition to his/her normally assigned preparation period as provided under section 13.7. A department chairperson of a department with fewer than thirteen (13) unit members shall receive a stipend as set forth in Appendix B.

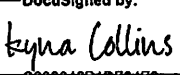
SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

DocuSigned by:

18D0762A0E1840A...

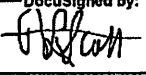
Hong Bui, UTLA Representative
Date: 12/6/2021

DocuSigned by:

FFR40268D11A481...

David Hussey, ECRA Representative
Date: 12/3/2021

DocuSigned by:

C980810B1DF04F3...

Kyna Collins, UTLA Chapter Chair
Date: 12/6/2021

DocuSigned by:

1B0517AB27504E5...

Roger Scott, Young Minney & Corr
Date: 12/6/2021

TENTATIVE AGREEMENT**ECRA/UTLA****August 25, 2021****STIPEND SCHEDULE****MEDIATED PROPOSAL – ECRA/UTLA****APPENDIX B: STIPENDS**

DIFFERENTIALS							
Masters	2,000 per year per degree						
Doctorate	3,500 per year per degree						
Multiple Credentials	1,000 per year per valid single-subject credential beyond one, <u>if both/all credentials are being used.</u> <u>(Holding an Educational Specialist Instruction credential and another single subject credential qualifies.)</u>						
STIPENDS				Fall	Winter	Spring	Summer
Athletic							
	Athletic Director	Athletic Director	Head	3,000 3,750	3,000 3,750	3,000 3,750	
	Ath. Super. (Various)	Ath. Super. (Various)	Supervision	5,000	5,000	5,000	
	Discretionary Athletic Pool for Extra Duties (Overseen by AD) Ex: Groundskeeping by Coaches, consultants, etc.			3,000	3,000	3,000	
	Baseball	Baseball	Varsity Head			4,500 5,625	
	Baseball	Baseball	JV Head			3,200 4,000	
	Baseball	Baseball	Assistant			2,800	
	Baseball	Baseball	Assistant			2,600	
	Basketball	Men's	Basketball - Men's	Varsity Head		4,500 5,625	
	Basketball	Men's	Basketball - Men's	JV Head		3,200 4,000	
	Basketball	Men's	Basketball - Men's	Assistant		2,800	

Blue = modifications made by side letters since last contract

Red = modifications proposed Highlight = ECRA Proposed

TENTATIVE AGREEMENT**ECRA/UTLA****August 25, 2021****STIPEND SCHEDULE**

	Basketball	Women's	Basketball - Women's	Varsity Head		4,500 5,625		
	Basketball	Women's	Basketball - Women's	JV Head		3,200 4,000		
	Basketball	Women's	Basketball - Women's	Assistant		2,800		
	Cheerleading		Cheerleading	Varsity	3,600 4,500		3,600 4,500	
	Cheerleading		Cheerleading	JV	2,600		2,600	
	Cross Country		Cross Country	Head	4,500 5,625			
	Cross Country		Cross Country	Assistant	2,800			
	Football		Football	Varsity Head	4,700 5,875			
	Football		Football	Varsity Asst	3,400 4,250			
	Football		Football	Varsity Asst	3,000 3,750			
	Football		Football	Varsity Asst	2,800			
	Football		Football	JV Head	3,000 3,750			
	Football		Football	JV Asst	2,800 3,500			
	Golf	Men's	Golf - Men's	Head			3,000 3,750	
	Golf	Women's	Golf - Women's	Head	3,000 3,750			
	Lacrosse	Men's	Lacrosse - Men's	Varsity Head			3,600 4,500	
	Lacrosse	Men's	Lacrosse - Men's	Assistant			2,200	
	Lacrosse	Women's	Lacrosse - Women's	Varsity Head			3,600 4,500	
	Lacrosse	Women's	Lacrosse - Women's	Assistant			2,200	

Blue = modifications made by side letters since last contract

Red = modifications proposed Highlight = ECRA Proposed

ECRA Proposal 08/25/21

TENTATIVE AGREEMENT**ECRA/UTLA****August 25, 2021****STIPEND SCHEDULE**

	Soccer	Men's	Soccer - Men's	Varsity Head		4,500 5,625		
	Soccer	Men's	Soccer - Men's	JV Head		3,200 4,000		
	Soccer	Men's	Soccer - Men's	Assistant		2,800		
	Soccer	Women's	Soccer - Women's	Varsity Head		4,500 5,625		
	Soccer	Women's	Soccer - Women's	JV Head		3,200 4,000		
	Soccer	Women's	Soccer - Women's	Assistant		2,800		
	Softball		Softball	Varsity Head			4,500 5,625	
	Softball		Softball	JV Head			3,200 4,000	
	Softball		Softball	Assistant			2,800	
	Softball		Softball	Assistant			2,600	
	STEP		STEP	(up to two)	2,200		2,200	
	Swimming		Swimming	Varsity Head			4,500 5,625	
	Swimming		Swimming	Assistant			3,200	
	Tennis	Men's	Tennis - Men's				3,600 4,500	
	Tennis	Women's	Tennis - Women's			3,600 4,500		
	Track & Field		Track & Field	Head			4,500 5,625	

STIPENDS					Fall	Winter	Spring	Summer
	Track & Field		Track & Field	Assistant			3,200 4,000	
	Track & Field		Track & Field	Assistant			2,800	

Blue = modifications made by side letters since last contract

Red = modifications proposed Highlight = ECRA Proposed

ECRA Proposal 08/25/21

TENTATIVE AGREEMENT**ECRA/UTLA****August 25, 2021****STIPEND SCHEDULE**

	Track & Field		Track & Field	Assistant			2,200	
	Volleyball	Men's	Volleyball - Men's	Varsity Head			4,500 5,625	
	Volleyball	Men's	Volleyball - Men's	JV Head			3,200 4,000	
	Volleyball	Men's	Volleyball - Men's	Assistant			2,800	
	Volleyball	Women's	Volleyball - Women's	Varsity Head	4,500 5,625			
	Volleyball	Women's	Volleyball - Women's	JV Head	3,200 4,000			
	Volleyball	Women's	Volleyball - Women's	Assistant	2,800			
	Water Polo	Men's	Water Polo - Men's	Varsity Head	3,600 4,500			
	Water Polo	Women's	Water Polo - Women's	Varsity Head		3,600 4,500		
	Wrestling		Wrestling	Varsity Head		4,500 5,625		
	Wrestling		Wrestling	Assistant		2,800		
Academic								
	Academic Decathlon		Academic Decathlon		4,000		4,000	
	Academic Decathlon		Academic Decathlon		3,000		3,000	
	Band Assistant	Pit			2,500			
	Band Assistant	Battery			2,500			
	Band Assistant	Brass			2,000			
	Band Assistant	Woodwinds			2,000			
	Band Assistant	Drill			1,000			
	Choral Music		Choral Music		3,000		3,000	
	CSF Advisor		CSF Advisor		750		750	

Blue = modifications made by side letters since last contract

Red = modifications proposed Highlight = ECRA Proposed

ECRA Proposal 08/25/21

TENTATIVE AGREEMENT**ECRA/UTLA****August 25, 2021****STIPEND SCHEDULE**

	<u>Counseling: morning & afternoon time hours</u>	<u>Counseling: morning & afternoon time hours</u>		<u>2,500</u>		<u>2,500</u>	
	Drama	Drama		3,000		3,000	
	Drill Team	Drill Team	Varsity Head	3,600		3,600	
	Drill Team	Drill Team	Assistant	2,600		2,600	
	Film	Film	(up to two)	3,000		3,000	
	Instructional Music	Instructional Music		3,000		3,000	
	Journalism	Journalism		3,000		3,000	
	Mock Trial Advisor	Mock Trial Advisor	(up to two)	2,200			
	Robotics	Robotics	(up to two)	2,200		2,200	
	NJROTC competition teams	NJROTC competition teams	(up to two)	2,500		2,500	
	Science Bowl	Science Bowl		2,200			
	Speech & Debate	Speech & Debate		2,200		2,200	
	Stage	Stage		3,000		3,000	
	Student Government	Student Government		3,000		3,000	
	Senior Steering	Senior Steering		2,000		2,000	
	Yearbook	Yearbook		3,000		3,000	
STIPENDS				Fall	Winter	Spring	Summer
Coordinating							
	<u>Advanced Placement AP Exams + AP Classroom</u>	Advanced Placement		<u>3,000</u>		<u>3,000</u> <u>2,800</u>	
	CAHSEE	CAHSEE		1,000		1,000	
	Chemical Safety	Chemical Safety		1,000		1,000	

Blue = modifications made by side letters since last contract

Red = modifications proposed Highlight = ECRA Proposed

ECRA Proposal 08/25/21

TENTATIVE AGREEMENT

ECRA/UTLA

August 25, 2021

STIPEND SCHEDULE

	Deans		Deans		3,000		3,000	
	English Language Learner Coordinator		English Language Learner		1,000		1,000	
	Instructional Coach		(up to 5)		1,000		1,000	
	Intervention Coordination		Intervention Coordination		3,000	3,000 1,000	3,000	1,000
	Intervention Coordination -- AfrAm		Intervention Coordination		2,000	1,000	2,000	1,000
	Intervention Coordination -- LatinX		Intervention Coordination		2,000	1,000	2,000	1,000
	LGBTQ+ Liaison		LGBTQ+ Liaison		2,000		2,000	
	Homeless & Foster Youth Liaison		Homeless & Foster Youth Liaison		2,000		2,000	
	<u>Leasing</u>		<u>Leasing</u>		<u>2,400</u>		<u>2,400</u>	
	<u>Librarian</u>		<u>Librarian</u>		<u>1,000</u> <u>700</u>		<u>1,000</u> <u>700</u>	
	Literacy		Literacy		1,000		1,000	
	Testing: Physical Fitness Test (PFT)		Physical Fitness Test (PFT)		1,500		1,500	
	Testing		Testing		2,800		2,800	
	Testing: PSAT				2,000			

STIPENDS			Fall	Winter	Spring	Summer
Department Chair						
	2-10 2-12 members		1,500		1,500	
	10+ 13+ members	+ Period off Period	1,500 <u>0</u>		1,500 <u>0</u>	

Blue = modifications made by side letters since last contract

Red = modifications proposed Highlight = ECRA Proposed

TENTATIVE AGREEMENT**ECRA/UTLA****August 25, 2021****STIPEND SCHEDULE**

		off, only						
Special Education								
	SMAA		SMAA		2,400		2,400	
	LBO		LBO		2,200		2,200	
	SpEd Coordinator		SpEd Coordinator		3,000		3,000	
LCAP								
	Writer Lead		Writer Lead				2,400	
	Statistics / Data Lead		Statistics / Data Lead				2,400	
	Employee Participants		Employee Participants	(up to 5)			1,000	
WASC								
	Writer Lead		Writer Lead				2,400	
	Statistics / Data Lead		Statistics / Data Lead				2,400	
	Employee Participants Self Study Focus Group Leader		Employee Participants	(up to 6 10)			1,000	
Naviance								
	Overseeing Naviance		Overseeing Naviance	(up to two)	2,200		2,200	
BTSA (up to 10)								
	BTSA Mentor		BTSA Mentor	(up to 10)	1,000		1,000	

4883-5031-5525, v. 1

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

Blue = modifications made by side letters since last contract

Red = modifications proposed Highlight = ECRA Proposed

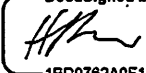
ECRA Proposal 08/25/21

TENTATIVE AGREEMENT

ECRA/UTLA

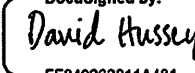
August 25, 2021

STIPEND SCHEDULE

DocuSigned by:

1BD0762A0F1840A...

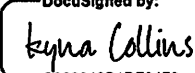
Hong Bui, UTLA Representative

Date: 12/6/2021

DocuSigned by:

FF840268011A481...

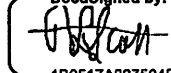
David Hussey, ECRA Representative

Date: 12/3/2021

DocuSigned by:

C989846B1DF94F3...

Kyna Collins, UTLA Chapter Chair

Date: 12/6/2021

DocuSigned by:

1B0517A827504E5...

Roger Scott, Young Minney & Corr

Date: 12/6/2021

Blue = modifications made by side letters since last contract
Red = modifications proposed Highlight = ECRA Proposed

UTLA Mediated Proposal

ATTACHMENT C

TENTATIVE AGREEMENT

ECRA/UTLA

ARTICLE VIII – EVALUATION

December 3, 2021

8.1 Purpose:

The purposes of these procedures are to evaluate employee performance, provide assistance and guidance to employees whose performance is less than satisfactory, initiate progressive disciplinary steps if or when appropriate, and continue to improve the quality of instruction and related educational services provided by certificated teachers, non-classroom teachers, and counselors on behalf of our students.

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

UTLA Mediated Proposal

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 classroom management and a suitable learning environment, with mutual respect for and proper sensitivity to such issues as race, sex, ethnicity, identified and/or perceived disability(ies) of any kind, and socioeconomic realities that can inform and impact teaching and learning outcomes, classroom management, and overall learning environment.

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,

UTLA Mediated Proposal

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:

UTLA Mediated Proposal

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. 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.

~~8.8 Pilot Program for 2021-2022: Evaluation System(s), Forms, and Rating Rubrics~~

~~UTLA and ECRA agree to pilot one of the following or a combination of the following systems, platforms, forms, and rubrics for 2021-2022 only:~~

- ~~a. "Vector Solutions" based "TeachPoint" Certificated Performance Evaluation System/Platform, Forms, and/or Rating Rubrics;~~
- ~~b. LAUSD's "Educator Development and Support" (EDS) Certificated Performance Evaluation System, Platform, Forms, and/or Rating Rubrics; and/or~~
- ~~c. Other evaluation systems, platforms, forms, or other rating rubrics subject to mutual agreement.~~

~~The parties meet at the end of the 2021-2022 school year to negotiate a side letter agreement for the 2022-2023 school year.~~

8.8 Pilot Program – New Evaluation Procedure

8.8.1 During the balance of the 2021-2022 school year, a committee shall be established and will convene a minimum of two (2) times per month for the purpose of researching, selecting, developing, and/or improving the performance evaluation system for certificated employees in the following classifications:

- Teachers
- Non-Classroom Teachers
- School Counselors
- School Nurse

UTLA Mediated Proposal

8.8.2 The meetings may be held during the workday with release time and substitute coverage for unit members, or after regular work hours paid at the unit members' hourly rate. Such release time and/or compensation requires prior administrative approval and, in the aggregate, may not exceed four (4) hours per month. In either case, meeting time shall also qualify to fulfill NBCT hours (in-lieu of being paid the extra hourly rate).

8.8.3 The objectives of the committee include identifying areas of improvement of the current system and identifying possible modifications with goals of achieving the following:

- Objective evaluations leading to consistent ratings
- Common language around teaching/professional practices to support implementation of instructional/programmatic initiatives
- Clear expectations for unit members and administrators for the process of evaluation and growth
- Focus on classroom practices that accelerate students learning and achievement.

8.8.4 The committee is encouraged to focus on the following topics and systems:

- a. "Vector Solutions"-based "TeachPoint" Certificated Performance Evaluation System/Platform, Forms, and/or Rating Rubrics;
- b. LAUSD's "Educator Development and Support" (EDS) Certificated Performance Evaluation System, Platform, Forms, and/or Rating Rubrics; and/or
- c. Other evaluation systems, platforms, forms, or other rating rubrics subject to mutual agreement.

d. For the purposes of researching, selecting, developing, and/or improving a/the performance evaluation system, platform, forms, and/or rating rubric, the committee prefers to make decisions by consensus where possible, and then by a majority vote if or when consensus is not achievable.

e. For the purposes of the committee's work, a majority is defined as "50% of the committee's membership, plus one (1) member (50% +1 = four (4) of six (6) total committee members).

8.8.5 The committee shall be comprised of three (3) members appointed by the ECRA and three (3) unit members appointed by the UTLA Chapter Chair. One (1) ECRA-appointed member and one (1) UTLA-appointed member shall serve as committee co-chairs. The committee shall develop its own internal procedures, schedule, and goals, subject to the guidance or limitations provided in this Article.

8.9 2021-2022 Timelines and Deliverables Due

UTLA Mediated Proposal

8.9.1 - By no later than December 17th, 2022 **2021**, the Committee will be established and announced to the faculty, staff, and ECRA Board.

8.9.2 – By no later than January 21st, 2022, the Committee will have finalized its meeting schedule (no fewer than **two (2)** working meetings per month).

8.9.3 – By no later than March 31st, 2022, the Committee will present a Progress Report and next steps to the following stakeholders:

- Certificated Teachers, Non-Classroom Teachers, and School Counselors
- Executive Director and Administrative Directors
- Negotiations Teams

8.9.4 – By no later than April 31st, 2022, the Committee will have researched, selected, developed, and/or documented specific plans for improving one or more components of a/the performance evaluation system, platform, forms, and/or rating rubric(s).

8.9.5 – By no later than May 11th, 2022, the Committee will present its official recommendation to the parties' respective bargaining teams. The Committee's official presentation will include the following mandatory components:

- a demonstration of the system and platform selected
- an overview of all forms and rating rubrics
- an overview of all instructions and FAQs anticipated
- a schedule of training(s) for all participating Teachers, Non-Classroom Teachers, School Counselors, and Administrators, and who will provide the training(s)
- an overview of any costs related to any of the aforementioned steps
- a process for participating in the new performance evaluation system during the 2021-2022 academic year
- **The quota of unit members that must participate in the program. Such a quota shall be met through a combination of voluntary participation and mandatory participation as determined by the committee.**

8.9.7 – By no later than May 31st, 2021, the bargaining teams shall meet and

UTLA Mediated Proposal

attempt to reach a side letter agreement reflective of the committee's recommendations.

8.9.8 – By no later than the last day of work during the 2021-2022 academic year, all certificated employees who are scheduled to participate in the certificated performance evaluation **pilot program** during the 2022-2023 academic year will have been notified of their required and/or voluntary participation in the **pilot program**, and will have been provided information related to required and/or optional training(s) to support employees' participation in the pilot program.

8.10 2022-2023 Timelines and Deliverables Due

8.10.1 - The new certificated performance evaluation **pilot program** will be implemented during the 2022-2023 school year for all certificated employees who are **designated to participate in the pilot program**.

Other unit members who are scheduled to be evaluated during the 2022-2023 academic school year shall be evaluated in accordance with the regular evaluation process.

- Both ECRA and UTLA understand and agree that the performance evaluation **pilot program** will result in “for stakes” final evaluations for all **participating unit members** during the 2022-2023 academic year.
- Both ECRA and UTLA acknowledge that the performance evaluation process provides mutually beneficial opportunities for administrative directors and participating certificated employees to establish and maintain ongoing and instructional conversations, engage in formal and informal coaching and feedback opportunities, and from which needs and mistakes are viewed as important learning opportunities and starting points from which to focus, grow, and provide mutual support.

~~8.10.3 – No later than May 15th of the 2022-2023 academic year, the Committee shall meet to reflect on and evaluate the strengths and needs of the program, and consider making any adjustments, taking into consideration input from administrators and unit members.~~

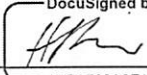
8.10.3 – No later than April 15, 2023, the Committee shall meet to reflect on and evaluate the needs of the program and make final recommendations to ECRA and UTLA, no later than April 30, 2023, taking into consideration input from administrators and unit members. Compensation or release time for this purpose will be limited to two (2) working days. At this point the Committee shall be disbanded.

UTLA Mediated Proposal

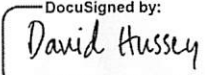
8.10.4 - Finally, any subsequent, permanent changes or modifications to the evaluation system in this Agreement, based on the findings and recommendations of the Committee, shall be subject to regular bargaining, with the parties committed to meet for negotiations, if necessary, into the summer. The parties agree that there is a mutual desire and commitment to have the new evaluation system finalized and in place for implementation at the beginning of the 2023-2024 school year. As such, if Agreement is not reached seven (7) calendar days after the last day of instruction, the Parties agree to jointly submit the matter to PERB for an impasse determination and appointment of a mediator.

4858-6414-2597, v. 2

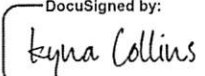
SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

DocuSigned by:


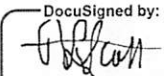
Hong Bui, UTLA Representative
Date: 12/6/2021

DocuSigned by:


David Hussey, ECRA Representative
Date: 12/3/2021

DocuSigned by:


Kyna Collins, UTLA Chapter Chair
Date: 12/6/2021

DocuSigned by:


Roger Scott, Young Minney & Corr
Date: 12/6/2021

TENTATIVE AGREEMENT

ECRA/UTLA

ARTICLE IV - UTLA RIGHTS

February 8, 2021

4.1 Access:

Any authorized UTLA representative shall have the right of reasonable access to ECRA facilities, including unit members' mailboxes, for the purpose of contacting ~~employees-unit members~~ 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-unit members~~ during duty free lunch periods, before and after ~~employees'-unit members'~~ hours of service or when the ~~employee unit member~~ is not engaged in duties. The representatives shall not interrupt any ~~employee's unit member'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 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 or its state and national affiliates 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 ~~and/or state or national affiliate~~ matters, with

the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to thirty (30) ~~forty (40) twenty-five (25)~~ days per year, and shall (except in documented extraordinary circumstances) be requested at least five (5) working days in advance (total for the unit). The site administrator may in ~~his or her~~their discretion deny the release of any particular employee or limit the number of employees 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:

4.8.1 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 and/or Co-Chair are~~is~~ the exclusive local representatives 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. UTLA representatives shall be released from teaching duty with no loss of pay or benefits for the purpose of attending pre-disciplinary and disciplinary meetings with ECRA to represent unit members as well as pre- and post-conferencing with the member. ECRA will take into consideration the UTLA release periods when possible when scheduling those meetings;
- 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 ~~non-instructional time or during normal morning announcements~~ the time before or after student hours, nutrition, and lunch. 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 this Agreement~~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, and have the right to participate in appropriate portions of administrative staff meetings at least once a month, at the discretion of the Executive Director~~Have the right to make a UTLA report at regularly scheduled ECRA school board meetings;~~
- 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 viewpoints 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 and/or Co-Chair are~~ to be treated as the sole representatives of the faculty; and
~~ADD: have the right to review and give input on the Employee Handbook;~~
and
- k. Prior to finalizing any temporary and/or permanent changes in bell schedules, the site administrator shall consult with the Chapter Chair and/or Co-Chair;-
- l. Prior to finalizing any modifications to the Employee Handbook which directly impact unit members, ECRA shall consult with the Chapter Chair and/or Co-

Chair. This does not apply to modifications made to comply with changes to state or federal laws.

~~1. UTLA representatives, when addressing contractual concerns and at the bargaining table, are on an equal standing with ECRA representatives. UTLA representatives shall not be reprimanded or retaliated against for fulfilling such duties in this capacity.~~

4.8.2 UTLA Chair Release Time:

The ECRA Chapter Chair and/or Co-Chair shall each be granted one (1) paid release period up to a total of two (2) paid release periods per semester (to be allocated at their discretion) and the Co-Chair shall be granted one (1) period for the purpose of conducting association-union business, and may delegate one (1) such period to the Co-Chair for such purpose. Either the Chapter Chair or Co-Chair may receive a second UTLA release period under the following condition: 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 the second UTLA each release period. Approval will be decided by a majority vote of the teachers of the affected department(s). Having a second UTLA release period shall not result in any loss of pay (stipend or differential) for the Chapter Chair.

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 3543.2.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

Henry Bui

UTLA Representative

Date:

2/8/21

[Signature]

ECRA Representative

Date:

FEB. 8, 2021

TENTATIVE AGREEMENT

ECRA/UTLA

January 19, 2021

ARTICLE V – DUES DEDUCTIONS

Revised to reflect Janus

5.1 Dues Deductions

- 5.1.1 Any bargaining unit employee who is a member of UTLA, or who has applied for membership, may sign and deliver to UTLA an assignment authorizing deduction of membership dues, initiation fees and general assessments of the Union. Pursuant to UTLA's representation to ECRA of such authorization, the ECRA will deduct annual dues in equal amounts from the regular salary check of the bargaining unit employee every payroll period. Deductions of dues under this Article shall be pursuant to the dues schedule submitted by UTLA. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 5.1.2 All authorizations for dues deduction shall remain in effect for the term of this Agreement except that any authorization may be revoked pursuant to the express terms of the written authorization submitted to UTLA. Member requests to cancel or change payroll deductions shall be directed to UTLA, which shall provide notice of such cancelation or change to the School in a timely manner.
- 5.1.3 Whenever there is a change in the amount required for deduction, the Association will provide sufficient notification to permit ECRA to make the necessary adjustments and will also provide ECRA with a copy of the notification of change which was sent to all employees concerned.
- 5.1.4 Payroll deductions for membership dues from employees shall be exclusive to and 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).

5.2 Remittance of Funds to UTLA

With respect to all sums deducted by the Employer pursuant to this Article, the Employer agrees to remit such monies to UTLA within twenty (20) calendar days of the deduction of all sums so deducted accompanied by an alphabetical list of unit members for whom deductions were made, including their names, home address, work locations and any

changes in personnel from the list previously furnished. This would include new employees, terminations, leaves of absence or new home addresses.

5.3 Exclusive to UTLA

Payroll deductions for membership dues from employees shall be exclusive to and 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 Other Salary Deductions

Upon appropriate written authorization from the employee, the Employer will deduct from the salary of any employee and make appropriate remittance for annuities, credit union, insurance and savings bonds. UTLA and the Employer shall jointly approve deductions for any other plans or programs.

5.5 Necessary Information

The Parties shall furnish to each any information needed to fulfill the provisions of this Article. Upon request, ECRA shall provide UTLA with a complete list of bargaining unit members including names, phone numbers, and addresses.

5.6 Hold Harmless Provision

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, suites or other actions relating to ECRA's compliance or attempted compliance with 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 related to this Article.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

Hoang Bui
UTLA Representative

Date: 1/19/21

[Signature]
ECRA Representative

Date: 1/19/2021

TENTATIVE AGREEMENT

ECRA / UTLA

ARTICLE VI - GRIEVANCE PROCEDURE

February 8, 2021 – v2

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:

6.2.1 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.

6.2.2 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~~ Two Formal Grievance is requested ~~filed~~ in writing under Section

~~6.7.16.8~~ 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. Moreover, when a grievance is filed on behalf of multiple unit members or on UTLA's own behalf, this prohibition is not intended to restrict UTLA from providing status updates to unit members ~~directly~~-affected by the grievance, but it is intended to continue restricting communications by all unit members to individuals outside of the bargaining unit, to other non-member stakeholders including the public.

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.

6.9.1 Mediation

At the conclusion of Level Three, the parties may proceed to mediation should mediation be requested by either party, and should both parties agree to do so. The request to proceed to mediation must be made within five (5) workdays of receipt of the decision at Level 3, or if no decision is rendered within the required time. If mediation does not result in a resolution of the grievance, UTLA may submit the grievance to final and binding arbitration within five (5) workdays of the mediation.

6.10 **Request for Arbitration:**

If the grievance is not settled in Level ~~Two~~Three or after mediation, 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 or the end of mediation.

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
2. Mark Burstein~~

~~8. Joe Henderson
9. Kenneth Perea
10. Guy Prihar~~

~~3. Doug Collins~~
~~4. Walter Dougherty~~
~~5. Wayne Estes~~
~~6. Joseph Gentile~~

~~11. Michael Prihar~~
~~12. Terri Tucker~~
~~13. Louis Zigman~~

If no agreement can be reached, the parties shall request the State Mediation and Conciliation Service ("SMCS") to supply a panel of seven (7) names of qualified arbitrators. The parties shall select an arbitrator from this list provided by SMCS. If the parties cannot agree to an arbitrator, the parties shall alternatively strike names until only one (1) arbitrator is left.

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 subtraction) 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.

6.19 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:

Henry Bui

UTLA Representative

Date: Feb 18, 2021



ECRA Representative

Date: FEB. 18, 2021

TENTATIVE AGREEMENT

ECRA/UTLA

ARTICLE VII – NON-DISCRIMINATION

January 19, 2021

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, sex, gender, gender identity, sexual orientation, pregnancy or lactating status, age, marital status, ~~sexual orientation~~, disability, ~~or political or UTLA~~ union affiliation, or veteran status, and to have due regard for employees' privacy and constitutional rights as citizens.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

Henry Bui
UTLA Representative

Date: 1/19/2021

[Signature]
ECRA Representative

Date: 1/19/2021

TENTATIVE AGREEMENT

ECRA/UTLA

ARTICLE IX

DISCIPLINE & PERSONNEL FILES

February 8, 2021

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:

- 9.1.1 ~~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 redacted copy within thirty (30) twenty-one (21) calendar days of ECRA's receipt of the document or, in the event the matter is being investigated, within twenty-one (21) days of completion of the investigation. 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 or while the matter is being investigated. However, notwithstanding anything to the contrary, a copy of the complaint shall not be provided if: (1) the matter is one in which law enforcement is involved (such as for a claim of suspected child abuse or neglect); or (2) the complaint is not being placed in the employee's personnel file. ~~—If in any event,~~ if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a notification and reasonable opportunity to attach a reply.
- ~~9.1.2 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.~~
- 9.1.2 Investigations of complaints shall be done in a timely manner and the parties involved (complainant t(s) and subject(s) (and complainant(s) if member(s) of the bargaining unit), shall be notified within ten (10) days of the conclusion or closure of the matter.
- 9.1.3 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:

- 9.2.1 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.
- 9.2.2 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:

- 9.3.1 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.
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.
- 9.3.5 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.

- 9.3.6 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.
- 9.3.7 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.
- 9.3.8 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 (3) days of receipt of the form. Within three (3) 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 (2) days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify 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.
- 9.3.9 After ECRA has taken formal disciplinary action against an employee, and upon request of the employee or UTLA on behalf of the employee, ECRA shall furnish UTLA 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 UTLA 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, UTLA's interview shall be in the presence of a non-involved person acceptable to both UTLA 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.

9.3.10 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:

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:

9.5.1 Mentor Service

9.5.2 Out of Classroom personnel, department chair or instructional advisor positions

~~9.5.3 Committee (including Governing Board) membership~~

9.5.34 Summer session and/or intersession

9.5.45 Academic, activity, and athletic positions with corresponding differentials

9.5.56 Permissive leaves

9.5.67 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:

9.8.1 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).

9.8.2 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:

9.9.1 As soon as practicable, and subject to the possible direction of law enforcement, ECRA will provide a written reason for the placement.

9.9.2 Paid administrative leave is a temporary measure, and steps will be taken to expedite the process of bringing the placement to closure.

9.9.3 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 their ~~his/her~~ placement and an estimated timeline for closure.

9.9.4 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 their ~~his/her~~ previous assignment.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

Hong Bui

UTLA Representative

Date: February 8, 2021

[Signature]

ECRA Representative

Date: FEB. 8, 2021

ATTACHMENT B
TENTATIVE AGREEMENT

ECRA/UTLA

September 15, 2021

ARTICLE XII – LEAVES OF ABSENCE

12.1 Leave and Absence Defined:

12.1.1 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 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 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 ECRA has no discretion as to whether the leave is to be granted to a qualified employee.

12.1.2 Employees who are on unpaid leaves and employees who exhaust their paid benefits while on paid leave are not eligible for 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 ECRA-paid benefits provided they are otherwise eligible for such benefits as provided in Section 12.21 of this Article. Also, employees in unpaid status may arrange for continuance of benefits through 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.

12.3 Rights Upon Return:

Any employee returning from the leaves listed in this Article 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 to the employee's worksite are limited as follows:

- 12.3.1 Illness – Return right limited to one (1) year of paid illness (any combination of full or half pay) leave;
- 12.3.2 Industrial Injury;
- 12.3.3 Reduced Workload;
- 12.3.4 Pregnancy Disability;
- 12.3.5 Family Care and Medical Leave (limited to sixty (60) working days or less);
- 12.3.6 Any leave in which the employee was replaced by a substitute teacher; and
- 12.3.7 Child Care Leave (paid or unpaid) 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 relevant provisions of this Agreement.

12.4 Restrictions:

An unpaid leave or absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in this Article. No employee shall be eligible for a permissive leave from the School who has had three semesters of permissive leave during the six semesters immediately preceding the requested leave, except as provided in Section 12.11, 12.15 and 12.19. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Executive Director or designee ("Designee") may, in his or her sole discretion, grant a waiver from this limit, for one semester.

Upon return from a paid leave, the employee must submit the Absence Form (or its equivalent) within twenty-four (24) hours of return. Failure to submit the Absence Form will result in a written and/or electronic reminder. Failure to submit the form within twenty-four (24) hours of the reminder, will result in the leave being designated as "unpaid," and the employee will not be compensated for the date(s) in question.

12.5 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 Designee. When the absence is to be for one day only, employees may, when reporting the absence to the school, 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 Care and Medical Leave/California Family Rights Act Leave shall be in accordance with legal requirements.

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. Exceptions may be made in the sole discretion of the School. 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:

12.8.1 Two (2) calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the School, the employee must notify the Executive Director's 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 ECRA of a desire for early return ECRA will, if feasible, return the employee to service within two working days after the employee notifies ECRA of the request to return.

12.8.2 Return from Leave - Medical Review Committee:

An employee not approved to return from a leave by the School's designated physician may appeal to a Medical Review Committee. The committee shall be comprised of a 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 School 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 School, 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:

- 12.9.1 Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
- 12.9.2 Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
- 12.9.3 Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
- 12.9.4 Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
- 12.9.5 Grandchild (includes grandchild of spouse, step grand-children, and grandchildren of cohabitant who is the equivalent of spouse)
- 12.9.6 Brother
- 12.9.7 Sister
- 12.9.8 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 temporary employees) 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 under 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-related 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 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 forms for such certifications, and application forms, shall be available at in the main office.

12.11 Child Care (Paid and/or Unpaid):

12.11.1 Definition:

Child Care leave (also referred to as “baby-bonding” or “bonding leave”) refers to leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with adoption or foster care of the child by the employee. Child Care leave runs concurrently with FMLA/CFRA leave time.

12.11.2 Eligibility:

Eligibility will be limited to bargaining unit members with permanent status. Employees with probationary status have leave rights pursuant to FMLA/CFRA, if eligible.

12.11.3 Paid Leave:

- a. As provided below, eligible employees may take up to twelve (12) weeks of paid Child Care leave during the first year following the birth or placement of a child with the parent through adoption or foster care.
- b. Eligible employees are entitled to take one 12-workweek period of paid Child Care leave during any 12-month period. The first six (6) weeks of the leave shall be fully paid by ECRA (1)
- c. If the leave extends beyond six (6) weeks, Employees may use available full pay illness leave for up to the remainder of the twelve (12) weeks of the

Child Care leave. If full pay illness leave is exhausted, employees may use half-pay up to the remainder of the twelve (12) weeks. If half-pay is exhausted, or if the leave extends beyond the twelve (12) weeks, the Child Care leave shall be unpaid.

- d. Child Care does not have to be taken in one continuous period of time. The minimum duration of the leave shall be two (2) weeks. ~~No half days or reduced schedules are allowed.~~ In order to provide for continuity and stability of instruction, an employee using intermittent Child Care leave must return to active service for a minimum of two (2) weeks before utilizing additional paid Child Care leave. Exceptions may be made at the sole discretion of the Executive Director based on compelling personal circumstances.
- e. A workweek is a week in which the employee is normally scheduled to work.
- f. ~~Restrictions: Section 12.21.2 applies in the event that parents who are both ECRA employees each wish to take paid Child Care leave.~~

12.11.4 Unpaid Leave:

- a. Employees may take unpaid child care leave if paid leave is not available or if the leave extends beyond the employee's allocation of paid leave.
- b. Child Care leave combined with pregnancy leave may not exceed two (2) semesters, as provided by Section 12.3.7. In the event that parents who are both ECRA employees each wish to take unpaid Child Care leave, the combined leave for both parents will be limited to a total of two (2) semesters.

12.12 **Illness (Paid):**

An employee shall be granted a leave of absence ~~because of illness, or injury, or quarantine of the employee.~~ for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or person who stood in loco parentis when the unit member was a minor child), spouse or registered domestic partner, grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

- 12.12.1 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.

- 12.12.2 At the beginning of the pay period immediately preceding July 1, each active employee (excluding 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. Employees must exhaust full-pay illness days before they are allowed to receive half-pay.
- 12.12.3 At the beginning of the pay period immediately preceding July 1, each active employee (excluding temporary) shall receive credit for full-pay illness absence hours up to ten days (pro-rated for those employed for less than a full school year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored.
- 12.12.4 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 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 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 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: [where the School questions the validity of the claim.](#)
- 12.12.9 An employee absent from duty for any illness, injury, or other disability for more than five (5) consecutive working days shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child completed by the attending physician or a statement from the attending physician on letterhead attached to a ECRA Form shall be signed by the employee. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.
- 12.12.10 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.

12.13 Industrial Injury or Illness Paid:

- 12.13.1 An employee who is absent from ECRA 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 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 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 School for such an extension, using a 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 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. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the physician. An employee may be required during the extended period to be evaluated by a School designated physician at any time.

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

12.14 Personal Necessity Leaves or Absence (Paid):

- 12.14.1 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 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 12.9 of this Article is required;
 - ~~e.~~ ~~Serious illness of a member of the employee's immediate family;~~
 - ~~e.c.~~ Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
 - ~~e.d.~~ 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.e.~~ Religious holiday of the employee's faith;
 - ~~g.f.~~ Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;
 - ~~h.g.~~ 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.h. 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:

- (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 School; and
- (3) The employee must return to work in cases where it is not necessary to be absent the entire day;

j.i. Conference or convention attendance pursuant to this Article;

k.j. 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.k. Up to four (4) hours of paid personal necessity leave and up to thirty- six (36) additional hours of 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.

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

- a. Except as otherwise noted in this Article, 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, 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.

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 ECRA, including but not limited to the following:

- 12.15.1 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);
- 12.15.2 To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to ECRA;
- 12.15.3 To rest, subject to the approval of a physician designated by ECRA;
- 12.15.4 To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required;
- 12.15.5 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;
- 12.15.6 To serve as a State Legislator--such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;
- 12.15.7 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 [Human Resources Personnel](#) Office by April 15 for Fall

semester and November 15 for Spring semester. Paragraphs [12.15.1](#), [12.5.3](#) and [12.5.4 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 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 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. 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 and UTLA.
 - 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.
 - d. All jury fees received while on ECRA-paid status shall be remitted to the [Business Office Accounting and Disbursements Division](#).

12.17 Conference and Convention Attendance:

A paid leave may, in the discretion of ECRA and upon the recommendation of the Executive Director or Designee, 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. ECRA shall consult with UTLA regarding these matters.

- 12.17.1 Attendance must lead directly to the professional growth of the employee and the improvement of the educational program of ECRA;
- 12.17.2 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;
- 12.17.3 The attendance must not result in unnecessary duplication of participation by ECRA personnel;
- 12.17.4 The attendance must not necessitate the reimbursement of any expenses by ECRA to the employee; and
- 12.17.5 A written or oral report of the conference may be requested by the appropriate administrator.

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 12.14 of this Article.

12.18 Half-Time Leave:

- 12.18.1 A regular Half-Time Leave shall be granted to allow a permanent employee 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. Exceptions to the "half of each working day" requirement, may be made in special circumstances. 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.

12.18.2 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 ECRA paid health benefits pro-rated to the hours of paid service provided the employee contributes the balance of the full cost.

12.19 Reduced Workload Leave:

12.19.1 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 [Human Resources Office](#)~~Personnel Department~~ 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 ECRA 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 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. 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. 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.

12.19.2 Whether the employee is assigned for one complete semester of full-time service per year or half of each working day per year, 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.

12.19.3 The period of service and leave under half-time and reduced work load leaves may qualify for salary step advancement [on the applicable Salary Table, under Section 16.0 of Article XIV](#), and shall qualify for regular health/welfare benefits under Article XVIII, Health ~~and~~ & Welfare [Benefits](#).

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:

12.20.1 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.

12.20.2 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 ECRA Medical Adviser. If the return is approved by ECRA Medical Adviser

the employee will be returned to active service. An employee not approved to return by ECRA Medical Adviser may appeal to Medical Review Committee under 12.8.28.4 of this aArticle.

12.20.3 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.

12.20.4 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.

12.21 Family Care and Medical Leave/Absence:

12.21.1 ECRA shall maintain a current policy for and ensure compliance with the California Family Rights Act ("CFRA") and Family Medical Leave Act ("FMLA")

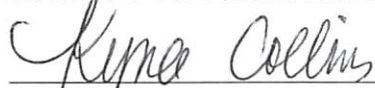
~~12.21.2 — Restrictions:~~

~~In the event that parents who are both 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.~~

12.22 Catastrophic Illness Leave Program

ECRA and UTLA shall jointly study the feasibility of establishing a Catastrophic Illness Leave Program pursuant to which employees may donate sick leave credits to eligible applicant employees

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:



UTLA Representative



ECRA Representative



UTLA Representative

Date:

10/7/21

Date:

OCT 7, 2021

ATTACHMENT C
TENTATIVE AGREEMENT

ECRA/UTLA

September 20, 2021

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. Unit members will not have their time or pay "docked" for being late at the beginning of the workday unless their arrival occurs after the time the office begins assigning coverage, but are subject to possible discipline pursuant to the requirements of progressive discipline.

13.3 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~~educators. For purposes of this Article, the term "non-classroom ~~teacher~~educator" 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. Psychologists are to have a daily scheduled obligation of eight (8) hours (exclusive of duty-free lunch). This obligation includes up to two (2) hours per day outside of regular instructional hours for completing assessments and other paperwork. A psychologist who is compelled to remain beyond eight (8) hours on any given day due to a student emergency may receive a

commensurate reduction in the two (2) hour on-site preparation time outside of the regular instructional day on one or more other days with prior approval of the immediate administrator.

- b. All other unit members, including but not limited to nurses, counselors, and deans, and teacher librarians, shall observe on-site hours which are to be not less than the hours observed by teachers at the site, and arrive early or remain on site when necessary to perform the duties described in Section 13.5 which are appropriate to their work.

Such unit members may be required to work additional hours beyond the hours observed by teachers at the site for specific additional obligations such as after school events if they receive extra pay (i.e. stipends) for such additional work.

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

- 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 or Executive Director.

13.5 Other Professional Duties:

- 13.5.1 General:

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 Back to School Night

Back to School Night shall be held on the ~~third~~second Thursday following the beginning of the instructional year. As an exception, if one of the LAUSD feeder middle schools, within ECRA's attendance boundary, has scheduled its Back to School Night on that date, ECRA and UTLA will agree upon an alternative date the following week.

13.5.3 Lesson Plans:

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.

13.5.43 Assignments and Grading:

At a minimum, for every course, all teachers shall record in Aeries at least one (1) graded assignment or performance mark reflecting progress toward mastery of assignment for every five (5) classroom hours of instruction.

13.5.54 Test of Reasonableness:

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.

13.5.65 After -School Faculty and/or Departmental Meetings:

a. General: No employee shall be expected to attend more than one (1) such meeting per month, August through May, for a total of ten (10) meetings per school year. Such meetings shall be scheduled on the first work day Tuesday of each month (unless changed by mutual agreement). 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. Also exempt from this limitation are after-school meetings for newly hired unit members designed to provide mentoring and guidance. In addition, the limitation under this Section does not apply to meetings held during regular work hours, such as those held after the regular instructional day on shortened/minimum days, before the regular instructional day on reverse shortened/minimum days, and/or on pupil free days. Under special circumstances, only one of the above meetings per month may be held during the employee's preparation period.

b. Agendas and Faculty Participation:

i. Agendas, including goals and/or objectives for faculty meetings, are

to be distributed at least seventy-two (72) hours in advance through school email, and employees shall be permitted to propose agenda items. Employees shall be permitted to participate in discussions during the meetings.

ii. Department chairs are responsible to ensure that a draft agenda for each department meeting, including goals and/or objectives, is provided to the administrator responsible for the department at least seventy-two (72) hours in advance of the meeting. The administrator responsible for the department will have at least twenty-four hours to review and revise the agenda (including the possibility of adding items) before returning the agenda to the department chair for distribution to the department members and the administrator through school email no less than twenty-four (24) hours in advance of the meeting.

c. Duration and Closure: These meetings should not, except in special circumstances or emergencies, exceed one hour in duration. If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed. At the close of each meeting, unit members may complete a survey administered by UTLA that aims to measure the effectiveness and quality of the meeting and gather other feedback.

d. Special WASC Meetings Rules During WASC Renewal Years: The parties recognize that WASC renewal requires an increased level of faculty preparation that in turn may warrant additional after-school meetings, as follows:

i. In preparation for WASC renewal, ECRA may schedule up to five (5) additional after-school meetings during the Spring semester preceding the WASC renewal year, provided there are no more than two (2) after-school meetings per month. These additional meetings shall be solely focused on WASC renewal.

ii. During a WASC renewal year, no employee shall be expected to attend more than fifteen (15) such meetings, at least five (5) of which shall be solely focused on WASC renewal.

13.5.76 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.

13.5.87 Common ~~Planning~~ Collaboration Time:

- a. ~~On Wednesdays~~ an agreed upon day by both parties, ECRA will continue ~~to employing~~ a “late start” instructional bell schedule to allow for one (1) hour, during the regular work day, of ~~common planning, collaboration, and professional development~~ in compliance with goals and recommendations identified by WASC, Charter Renewal, and self-identified areas. For purposes of this section, collaboration shall consist of the following categories:
- a. Common Collaboration – Standards-based instructional strategies, curriculum mapping (backwards planning), vertical and/or horizontal alignment, assessment development, rubric development, evidence gathering, data analysis, collective inquiry/reflection, instructional interventions, etc. within the department, level-alike, or PLC.
 - b. Professional Development – Department specific and/or school-wide: unit members receive training on current educational research and the needs identified by department and/or school.
- b. ~~Unit members will use this time to meet in appropriate groups (such as by department, level-alike, or collaborative team~~ or PLC) to analyze data, incorporate current educational research, receive training on and/or collaborate on implementation of CCSS, curriculum mappings, etc.
- a. At least three (3) days per month shall be exclusively designated for Common Collaboration. For the months that consist of five (5) potential meetings dates, there shall be at least four (4) days designated for Common Collaboration. The agenda and goals of Common Collaboration time are generally considered to be under the purview of the department chair and department members and shall be in accordance with Section 13.5.8a.i. above. At the end of each Common Collaboration time, a draft agenda shall be created for the next meeting and submitted to the administrator responsible for the department for review and feedback. The responsible administrator may choose to join the collaborative meeting to have input on the agenda for the next meeting.
 - b. The remaining days may be dedicated to Professional Development at ECRA’s discretion.
 - c. ECRA shall make every effort to create a semester calendar for Common Collaboration days by the end of the first week of each semester. If there are any changes to the schedule, ECRA must notify the unit members no less than one week in advance.

- c. The length of unit members' minimum daily obligation is unchanged; as such, these meeting do not count toward the permitted number of meetings under Section 13.5.4.
- d. Faculty, department, grade-level, and committee meetings are not to be conducted during this time.

13.5.98 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), who teaches four (4) or more class periods per day, shall be assigned five (5) scheduled class periods weekly as preparation periods. (For purposes of this Section, the possible second UTLA duty period will not count to deprive the UTLA Chapter Chair of a conference period.) 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. Teachers in a co-teaching arrangement shall be assigned the same preparation period.

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, including release time where appropriate, for the purposes of counseling, assisting regular program teachers and preparation/conference for IEPs, as follows:-

13.8.1 RSP Teachers – Will have up to thirty-six (36) hours of release time per year.

13.8.2 SDP Teachers – Will have up to twelve (12) hours of release time per year.

13.8.3 The scheduling of such hours shall be made in collaboration between the unit member and their administrator (or designee), contingent upon the availability of substitute coverage.

13.9 Work Year:

13.9.1 Regular Work Year:

The regular work year for teachers and all unit members at ECRA other than psychologists 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 (otherwise known as C Basis).

13.9.2 School Psychologists:

The regular work year for school psychologists shall be total of 197 work days (two (2) of which are non-instructional days and ~~inclusive of~~ 24 paid holidays) for a total of 221 paid days (otherwise known as B Basis).

13.9.3 Mandatory Professional Development Days:

In addition to the normal work year, 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.

13.9.4 Special Education Collaborative Time:

ECRA may offer eight (8) hours of on-site collaboration time for all Special Education teachers and general education English and Math teachers that are involved in a co-teaching or collaborative arrangement. The scheduling of such

day(s) shall be between the first teacher workday of the year and the first instructional day of the year, within the two (2) weeks prior to the beginning of the school year. The specific date(s) shall be set by mutual agreement between ECRA and the Chapter Chair. The purpose of this time is for collaboration and consultation between Special Education teachers and general education teachers, to prepare and align curriculum delivery, and for teachers to better familiarize themselves with specific caseloads and individual special education students with special needs. ' needs.

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 assignment, etc.),
 - i. This subsection shall not apply to a teacher explicitly hired for a particular assignment (e.g. athletic coach, drama teacher, etc.) from being assigned to the duties commensurate with that assignment, and
 - ii. This subsection shall not be interpreted to prevent a novice teacher from volunteering for adjunct duties or activity assignments where the teacher and the administration believe the teacher is qualified and capable of performing.
- b. Not be assigned adjunct duties (coordinatorships, coaching, auxiliary periods, activity assignments, etc.),
 - i.
 - c. Be exempt from “traveling” assignments, i.e. teachers assigned to teach in more than ~~one~~ one (1) classroom per day, and
 - d. Be limited to no more than two (2) preparations ~~in a secondary class assignment.~~

13.10.6 Counselors:

13.10.6.1 Hours: Counselors may opt to clock-in and be available to work at their assigned work locations no later than (30) minutes prior to the beginning of the student instructional day (“AM shift”), and/or continue to be available up to thirty (30) minutes following the end of the instructional day (“PM shift), or both.

13.10.6.2 Compensation/Stipend: In consideration for the longer workday, Counselors will receive a stipend in the amount of \$1.250 each semester for the AM shift, and \$1.250 each semester for the PM shift.

13.10.6.3 If the number of volunteers results in fewer than four (4) Counselors working the AM shift and/or fewer than four (4) Counselors working the PM shift, then ECRA shall make mandatory assignments of up to four (4) Counselors per AM shift and up to four (4) Counselors per PM shift.

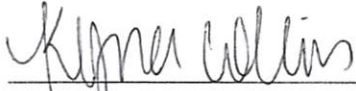
Such mandatory assignments shall be made in a fair and equitable manner on a rotating basis each semester.

13.10.6.4 Tardiness: Counselors who do not clock in on time in the morning are subject to the same progressive disciplinary procedures that apply to other members of the bargaining unit who arrive after the beginning of their assigned on-site duty time.

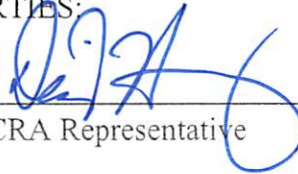
13.10.6.5 Duty Free Lunch and Nutrition: While counselors are entitled to a duty-free lunch and nutrition break just like other bargaining unit members, they may be assigned alternate (but reasonably adjacent) times for these breaks so that they are available to students during non-instructional time.

13.10.6.6 The decision to participate in early start, stay late, or both, is completely optional, but a Counselor who chooses to participate must notify ECRA at least two (2) weeks before the first day of each semester.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:



UTLA Representative



ECRA Representative



UTLA Representative

Date: 10/7/21

Date: Oct 7, 2021

TENTATIVE AGREEMENT

ECRA/UTLA

January 29, 2021

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 may offer an employee a third year of probationary status (Probationary 3 status) in lieu of non-reelection if, and only if the employee was evaluated, received at least three (3) “needs improvement” marks, and was issued a Final Evaluation Report in accordance with Article VIII during their second year of consecutive service. 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.

14.1.2 Non-reelection of Probationary Employees:

a. ~~Probationary 1, 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. 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 ERCA.

b. ~~Probationary 1~~ Employees:

~~A 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.~~

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. Permanent employees who resign from employment at ECRA and return thereafter to employment within thirty-nine (39) months will retain their years of experience for purposes of the salary table, but return to Probationary 2 status and associated seniority begins with the new hire date.

14.2 Permanent Employees:

Following satisfactory service of two (2) consecutive and ~~complete~~ complete school years of service (or three if probation is extended), 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 employee contract. Time served during the University Intern status shall ~~not~~ not count toward probationary status and any and all rights associated with a University Intern shall be pursuant to the employment contract. Such contract may be non-renewed without cause.

14.4 Displacements and Voluntary Changes Between Departments

Employees-Permanent teachers who are interested in an opening outside of their current department shall have the opportunity to apply for that position but seniority rights for purposes of the assignment are limited pursuant to Section 15.1.2.b.

When an out-of-the-classroom educator returns to the classroom, there shall not be displacements/layoffs based on seniority within that department

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

Henry Bui
UTLA Representative

Date: January 29, 2021

[Signature]
ECRA Representative

Date: JAN 29, 2021

ATTACHMENT D
TENTATIVE AGREEMENT
ECRA/UTLA
ARTICLE XV – ASSIGNMENTS

~~June 16, 2021~~DRAFT June 22, 2021

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 and provide the UTLA Chapter Chair with a seniority list upon request. The parties acknowledge that the matrix is based on projections and therefore subject to change. The ~~ECRCHS-ECRA~~ 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~~ Executive Director (or designee) in consultation with the elected department chairs, in a fair and equitable manner, taking into account credentials, qualifications, educational program need, seniority and teacher preference.~~educational program needs.~~

d. Limits on Class Preparations:

Unit members shall have no more than three (3) class preparations per semester. The following classes will not be considered separate preparations for purposes of this limit: Classes designated "Honors" or "College Prep," and specialty program (such as AVID, Humanitas, STEAM, VAPA, and CTE), Advanced Placement, English Learner (EL) classes electives (defined for this purpose as classes which do not satisfy "A through G" requirements), auxiliary classes, and classes for which the unit member is eligible for a stipend. Moreover, a dual roster or split roster class will be considered a single preparation.

Except in those cases when the unit member requests an assignment which includes more than the above stated limit on preparations, unit members assigned additional preparation over the above stated limit of three (3), shall receive a stipend in the amount of \$500 per semester, per class preparation in excess of three (3).

The administration shall work with Department Chairs to seek volunteers within the Department when program needs require one (1) or more unit members to have more than three (3) preparations.

e. Notification of Co-Taught Classes, Collaboratives, and Caseloads

ECRA shall provide tentative notification to teachers of co-taught classes, collaboratives, and caseloads on or before the first teacher work day of ~~three (3) calendar days before~~ the first instructional day of the work year. Collaboratives and caseloads are subject to change without the adjustment/compensation set forth in Section 15.1.3, below.

15.1.3 Changes in Assignment:

Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If 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 for the first day must be utilized by the end of the second second-fifth week of student instruction, and the second day must be utilized by the end of the seventh 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 an expedited procedure that starts at Level 3 (appeal to Executive Director) of the grievance procedure of this Agreement and ends at Level 4 (Mediation). For purposes of this expedited procedure, mediation is required upon the grievant's request. The parties acknowledge that the mediation may take place during the summer vacation in order for a resolution to be reached prior to the beginning of the upcoming school year, but ECRA will not provide compensation for the time spent to prepare for or attend the mediation.; 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-Executive Director (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 substitute 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, have at least five (5) years of satisfactory high school teaching experience in the subject field, and have provided satisfactory service in the department at ECRA for a minimum of one (1) the two (2) previous year,s and/or at least five (5) years of high school teaching experience in the subject field. The vote shall be weighted by the number of periods taught by each ~~employee-unit member~~ 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.

15.3.3 Department Chair(s) are subject to a recall election which shall be held within five (5) workdays of submission of a petition signed by at least thirty-five percent (35%) of the unit members assigned to the department. The recall election will be jointly supervised by the Chapter Chair and Executive Director (or their respective designees). The vote shall be weighted by the number of

~~periods taught by each unit member in the department, and the Department Chair will be removed if more than fifty percent (50%) vote to support the recall. will be evaluated twice a year (at the end of each semester) by their immediate supervisor. ECRA shall have, at its sole discretion at any time, the right to remove Department Chair(s) if they are not meeting responsibilities; exemplify poor performance, or have exhibited poor leadership skills. If a Department Chair(s) is removed, an election will take place as soon as practicable to elect a new Department Chair(s). Individuals removed as Department Chair(s) shall not be eligible for running or being elected for the position for at least one (1) full academic year.~~

15.4 Full Time 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 or part-time coordinatorships such as coaches, athletic coordinators/coaches, band, drama, or other differential or stipend earning assignments (see Section 15.7).

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 after consultation with the UTLA Chair(s), 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 eChapter eChair.

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.

~~15.4.6 — Teachers on Special Assignment: Exempt from the above procedures are five (5) Teachers on Special Assignment (“TOSAs”) who are selected and appointed by the administration in order to assist with identifiable administrative duties.~~

building capacity for retaining institutional knowledge, and providing a logical transition for promotion. Areas of responsibility may include: Athletic Director; Diversity, Equity, and Inclusion Director; and Data Testing Director.

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

There is a five-year limit on full-time out-of-classroom assignments such as coordinators and deans, but excluding librarians, counselors, nurses, TOSAs, 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.

15.5.1 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.

15.5.2 Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue by March 15 of the fifth year, and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. The election will be scheduled and organized by the UTLA Chapter Chair (or designee), and mutually supervised by the UTLA Chapter Chair and Executive Director (or their respective designees). 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 selection process (whether by secret ballot election or Executive Director appointment) 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.

15.7 Part-Time Adjunct Positions (Coordinators, Academic Coaches)

15.7.1 The Executive Director, or designee, will create draft job descriptions for all part-time adjunct positions such as Part-Time Coordinators and Academic Coaches reflecting the School's vision for creating the position.

- 15.7.2 The Executive Director or designee shall share the draft job description along with a statement of vision and/or rationale with the Chapter Chair.
- 15.7.3 The Chapter Chair will have two (2) work days to review the draft job description and rationale. Upon the Chapter Chair's request, the Executive Director or designee will meet with the Chapter Chair within the two (2) work days.
- 15.7.4 Within two (2) work days of receiving the draft job description (or, if a meeting was held, within two (2) work days of the meeting if one was held pursuant to Section 15.7.3) the Chapter Chair will provide written suggestions to the Executive Director or Designee.
- 15.7.5 The Executive Director or designee will consider the Chapter Chair's suggestions in finalizing the job description. Then, ECRA shall announce the position through ECRA email. The announcement shall include the job description and duties, compensation (stipend amount and/or extra period provided), required and recommended qualifications, and instructions on how to apply.
- 15.7.6 The Executive Director or designee will give full and fair consideration of all qualified applicants. The final selection is within the sole and unreviewable discretion of the Executive Director.
- 15.7.7 Soon after commencement of the academic year (or the semester for an adjunct position in the Spring semester only), the appropriate administrator will schedule a meeting with the unit member serving in such position to establish the employee's objectives for the year (or semester). The unit member may use this opportunity to request support. This process may be combined with the Establishment of Objectives process as set forth in Article VIII, Section 8.4.
- 15.7.8 Upon request, an employee who is removed from the position will receive a written explanation for the removal.
- 15.7.9 Nothing in this Section should be construed as applying to or being intended to apply to the appointment of athletic coaches or creation of athletic coach positions.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

Kyma Collins
 UTLA Representative

[Signature]
 ECRA Representative

[Signature]
 UTLA Representative

Date: 10/7/21

Date: OCT 7, 2021

TENTATIVE AGREEMENT

ECRA/UTLA

ARTICLE XIX – SAFETY

February 8, 2021

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. Subject to bargaining, if necessary, with the union representing classified employees, ECRA shall establish and implement a maintenance request system to ensure all complaints are tracked and resolved in a timely manner. 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.

19.1.5 Safety Committee

ECRA shall have a designated standing Safety Committee. The composition of the Committee shall include at least one (1) Dean and one (1) UTLA designee, and shall be open to representatives of all other stakeholder groups. The Safety Committee will meet monthly to make recommendations regarding safety concerns including but not limited to the maintenance reporting system, construction, renovations, additions, and other safety and facilities related issues.

19.2 Written Report on Unsafe Conditions:

Employees shall immediately notify the designated site administrator for safety concerns ~~who and site administration~~ shall immediately (as soon as practicable but not later than the end of the next business day) notify employees in writing of any unsafe or hazardous conditions at the site. ~~Such 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~~ Executive Director or designee who shall immediately report the incident to the police. The ~~Principal~~ Executive Director 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.

19.4 Personal Safety:

19.4.1 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~~ Health office. The unit member shall be notified regarding the nature of the suspected disease and the steps

taken by the ~~Principal~~ Executive Director or designees deemed necessary to protect the safety of the employee and students.

19.4.2 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~~ Executive Director or designee. Prior to returning the student to that teacher's class, the ~~Principal~~ Executive Director or designees shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student to class.

19.4.3 Reasonable Physical Control:

In accordance with and as limited by 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 without reprisal.

19.4.4 Packing and Moving Assistance:

ECRA shall provide reasonable packing and moving assistance to any employee who is required by OEHS to vacate their ~~his/her~~ classroom or worksite.

19.4.5 Workplace Harassment and Bullying

Unit members who believe they are being harassed or bullied shall notify their supervisor or the appropriate administrator, in writing, using the Harassment/Discrimination/Retaliation Complaint Form in the Employee Handbook (Appendix A) or the Internal Complaint Form (Appendix B) in the Employee Handbook, whichever form is more appropriate. The Executive Director or designee shall acknowledge receipt, in writing, and initiate an investigation of such claims promptly pursuant to applicable law. Appropriate actions shall be taken and a report of such shall be provided to the employee.

19.5 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.

19.6 Renovation, Modernization and New Schools:

19.6.1 Community Outreach:

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

19.6.2 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.

19.7 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~~ expedited arbitration ~~pursuant to Article VI, Sections 6.11 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, the arbitrator he/she shall not include any remedy in the award which shall be forwarded to the Board of Directors for review.

19.8 Emergency Closure:

If a school is closed or evacuated during the school day, employees shall not be paid for any days following the closure unless ECRA requires the performance of work (such as distance learning), suffer no loss of pay or accumulated leave for that day. Should a school closure occur and credit for one or more school days is provided by the State, the unit members will be paid in full for all of the days for which credit was given. If the state requires additional school days to make up for the closure, such days will be added to the

school calendar (beginning with the first week day following the last scheduled work day)
with unit members receiving full pay and benefits.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES.

Henry Bui

UTLA Representative

Date: 2/8/21

[Signature]

ECRA Representative

Date: FEB. 8, 2021

TENTATIVE AGREEMENT

ECRA/UTLA

June 16, 2021

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 multiple and competing points of view consistent with accepted standards of professional responsibility, so that students have a ~~complete and full~~ wide ranging understanding of the complexities of controversial issues.

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 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. If ECRA determines that a student's grade will be changed upon the completion of the established process by which grade-change requests are made, and granted, ECRA shall notify the responsible teacher of the outcome within five working (5) days of its decision.

- 20.2.1 The establishment of and/or changes to grading platforms will be subject to collaborative discussion ~~with the UTLA Chair, Co-chair or designees and vote of the entire faculty.~~

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:

Henry Bui
UTLA Representative

Date: June 21, 2021

[Signature]
ECRA Representative

Date: JUNE 21, 2021

ATTACHMENT G
TENTATIVE AGREEMENT

ECRA/UTLA

January 19, 2021

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~~ ~~Whenever~~ a student is transferred after the fifth week of the semester by the school from a teacher's class for any reason, including disciplinary reasons or due to a parental request, the site administrator or designee shall give to the teacher an explanation for the transfer upon written request. The teacher may attach a written reply for the record, if applicable.

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 in Education Code Section 48900 et seq. In all aspects, all procedures and processes shall be complied with as set forth in said Education Code sections. 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:~~

~~Disruptive behavior or willful defiance of valid authority;~~

~~Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);~~

~~Causing, attempting or threatening violence or physical injury;~~

~~Theft or damage to school property or personal property;~~

~~Extortion or robbery;~~

~~Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;~~

~~Possessing, using, offering for sale or furnishing any drug paraphernalia;~~

~~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;~~

~~Knowingly receiving stolen school property or private property;~~

~~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 Pursuant to Education Code Section 48910, a teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the incident and the day following. The teacher shall immediately report the suspension to the Executive Director and send the pupil to the Executive Director or designee for appropriate action. If that action requires the continued presence of the pupil at ECRA, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by ECRA's Board. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the Executive Director. Teachers who choose to impose suspensions from their class shall immediately report same to the site administrator and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration 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 ~~or negligence~~ 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.

~~21.8.3 ECRA shall end random searches as these practices disrupt instructional time, disproportionately affect students of color, and cause undue public humiliation.~~

In addition, the following Section will be added to the Article on Professional Development

ECRA shall request that UTLA train all unit members in de-escalation, conflict resolution, restorative justice, and trauma-informed schools at a professional development session in the 2021-2022 school year.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

Kyma Collins
UTLA Representative

[Signature]
ECRA Representative

[Signature]
UTLA Representative

Date: 10/7/21

Date: OCT 7, 2021

ATTACHMENT H
TENTATIVE AGREEMENT

ECRA/UTLA

January 19, 2021

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.

22.1.5 ~~For Math and English course,~~ ECRA shall provide ~~special education students with RSP teachers~~ support in accordance with the students’ IEPs, to ~~students with disabilities~~ the extent practicable.

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 (2) 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 the previous summer.

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

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~~ ~~1.5~~ 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:

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.

Kyria Collins
UTLA Representative

[Signature]
ECRA Representative

[Signature]
UTLA Representative

Date: 10/7/21

Date: Oct 7, 2021

TENTATIVE AGREEMENT

ECRA/UTLA

March 23, 2021

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.

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.

23.2.1 ECRA shall differentiate between common collaboration time and professional development.

23.2.2 Contingent upon the availability of funding and substitute coverage, course-alike PLCs within a department shall be allowed one (1) pull-out day per semester for collaboration time and professional development in order to advance the goals of the department, and shall be provided with materials, presenters, and substitute coverage as needed, provided the following conditions are met:

- a. The Department Chair provides an agenda with goals and objectives at least seventy-two (72) hours in advance to the administrator responsible for the department; and
- b. The Department Chair provide a summary report with outcomes and next steps at the end of the meeting, but no later than one (1) week following the meeting, to the administrator responsible for the department.

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 or Designee. The PDAC composition and responsibilities shall be as follows:

23.3.1 The UTLA Chapter Chair and ECRA Executive Director may each appoint a co-chair and up to ~~two (2)~~three (3) 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.

23.3.4 PDAC members shall be paid a flat rate of \$50/hour for every meeting they attend, for up to ten (10) meetings per school year. NBC teachers appointed to the committee may apply such meeting time towards NBC hours/pay rather than receiving the \$50/hour meeting rate.

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:

Henry Bui
UTLA Representative

Date: 8/25/21

[Signature]
ECRA Representative

Date: Aug 25, 2021