

TENTATIVE AGREEMENT

Between and Among

LOS ANGELES COUNTY OFFICE OF EDUCATION

And

LOS ANGELES COUNTY EDUCATION ASSOCIATION

March 26, 2019

All 2018-2021 Successor Agreement language not modified herein shall remain status quo.

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ARTICLE IV - ASSOCIATION RIGHTS

F. Organizational Security

1. Employee Rights

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

A unit member has the right to choose ~~either~~ to become a member of the Association; ~~or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section 7 of this section.~~

2. Payroll Deduction

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

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

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

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

~~3. Maintenance of Membership~~

~~The Association and the Office agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of the Agreement. The Office will guarantee said maintenance of membership to the Association by enforcing payment of unified Association dues, initiation fees and general assessments by members required under the terms set forth above and provisions of the Education Code and Government Code Section 3540.1(i)(1).~~

~~4. Agency Fee/Fair Share~~

~~Agency fee shall be applied as set forth in the following paragraphs:~~

- ~~a. A bargaining unit member who does not fall within the exempted category as set forth in Section 7 below, and who has not voluntarily made application for membership in the Association within thirty (30) days following the date upon which said employee has been formally hired by the Office as a bargaining unit member, must as a condition of continued employment in the Office as a bargaining unit member, pay to the Association a representation fee in the amount allowed by Government Code Section 3540.1(i)(2), payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided however, that the unit member may authorize payroll deduction for such fee in the same manner as required for the payment of membership dues. There shall be no charge to the Association for such mandatory agency fee deductions. Representation fees shall be for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association.~~
- ~~b. In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the Office shall begin automatic payroll deduction in the same manner as set forth in Section 2 of this Article and pursuant to Education Code Section 45061.~~
- ~~c. Prior to the beginning such automatic payroll deduction, the Association will certify to the Office in writing that:
 - ~~1) the employee whose pay is to be affected by the deduction has:
 - ~~a) refused to join the Association;~~
 - ~~b) refused to tender the amount of the service fee as defined herein; and~~
 - ~~c) not applied for an exemption under Section 7 herein; and~~~~
 - ~~2) the Association is complying with current Public Employment Relations Board Requirements.~~~~

~~d. The written certification in “C” above, shall be a condition precedent to any collection of the service fee by the Office.~~

~~e. The Office and Association agree to furnish any information needed by the other to fulfill the provisions of this Article.~~

~~5. Dispute Over Amount of Service Fee~~

~~Any dispute as to the amount of the service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.~~

~~6. Annual Verification of Service Fee by Association~~

~~The Association will file in a timely manner with the Office a copy of the written notice required by the regulations of the Public Employment Relations Board.~~

~~7. Unit Member Exempted From Obligation to Pay Service Fee~~

~~a. Any unit member shall be exempt from the requirements of a service fee as a condition of employment if such unit member is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations as defined by Section 3540.1(d) of the Government Code.~~

~~b. Such exempt member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to the representation fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

~~Special Education Division Tribute Fund;~~

~~DSP Dollars for Scholars;~~

~~American Cancer Society;~~

~~American Heart Fund; or~~

~~United Way.~~

~~c. Proof of payment shall be in the form of receipt and/or canceled check indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services or benefits may be received by the unit member in exchange for this cash contribution. The Association shall have the right of inspection in order to review said proof of payment.~~

- d. ~~As a condition of continuous exemption from the provisions of this Article, the unit member shall provide proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body specified in 7(a) above on an annual basis to the Association. The Association shall notify the Office of the unit members who meet the above conditions for exemption and upon request will forward to the Office the above listed documents.~~
- e. ~~Any unit member making payments as set forth in this section (charity contribution), and who requests that the grievance or arbitration provisions of this Agreement be used in her/his behalf, shall be responsible for paying to the Association the reasonable cost of pursuing said grievance and arbitration procedures.~~

8 4. Office Obligations

The Office's obligations under this Article are: ~~1) to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment with the Office, such unit member must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) is to~~ deduct from pay appropriate amounts pursuant to this Article. Under no circumstances shall the Office be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

9—Hold Harmless Provisions

- a. ~~The Association, as defined by this Agreement, shall hold the Office harmless and shall fully and promptly reimburse the Office for reasonable legal fee and legal costs incurred in responding to or defending against any legal claims or legal challenges, which are actually brought against the Office or any of its agents by other than the Association in connection with the administration or enforcement of any section of this agreement pertaining to representation fee. Such reimbursement shall include legal costs and attorney's fees incurred by the Office.~~
- b. ~~Upon notice that the Office is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the Office regarding the reasonableness and merit of any claim, demand, suit or action for which the Office seeks indemnification, and shall attempt to agree whether any such action listed above in Section 4, Agency Fee, shall be compromised, resisted, defended, tried or appealed.~~
- c. ~~In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the Office will defer to the Association's interest if the Office does not have a distinct and separate legal interest in the matter in dispute.~~

d. ~~The Office shall not be entitled to be reimbursed for any fees, costs, charges or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the Office be entitled to any such reimbursement when the Office's efforts in defending against such action would be duplicative, or when the Office is defending a separate and distinct legal interest or when the Office is defending an activity which is arguably subject to criminal liability on the part of any Office administrator.~~

ARTICLE IX - COMPENSATION

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G. Salary

1. Comparability/Equity Adjustment

Between June 1 and June 30 of each fiscal year the Office shall make a ~~salary~~ compensation comparison of the below listed points on salary schedules A and H with the corresponding comparable benchmark of each unified school district in Los Angeles County as defined in the Office survey (as published in the Office's annual final report, "District Survey of Salaries in Los Angeles County", which includes the ranked distribution of unsettled districts salaries as reported as of June each year.) The study will include total compensation defined as base salary as determined by the salary schedule; and health and welfare benefits as determined by the average employer contributions to certificated bargaining unit employees' medical, dental, life, and vision insurance; and mental health services such as EASE and/or an Employee Assistance Program (EAP). The Office and the Association shall develop a memorandum of understanding to identify the calculation of total compensation to be used.

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

1) Salary Schedules A, B, and D Benchmark

Step 6 18 Column III VI will control all Columns and will be compared to the District step which corresponds to twenty (20) years of service and comparable education.

2) Salary Schedules G and H Benchmarks

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

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

Effective July 1 for salary schedules D and H.

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

2. When reaching an agreement concerning the application of a percentage for a cost of living increase, the Office and LACEA will meet to determine collaboratively the distribution on the salary schedules. The full percentage of any living increase will be placed on those salary schedules' benchmarks referenced above in section G.1.

Comparability/Equity Adjustment.

- a. Effective July 1, 2015~~8~~, all unit members' salary schedules shall reflect a three percent (3.0%) across the board salary improvement over the ~~2014~~ 2017-2015 2018 LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP.
- b. ~~Effective July 1, 2016, all unit members shall receive a one-time lump sum payment of two percent (2.0%) on the 2015-2016 LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP. Effective July 1, 2019, all unit members' salary schedules shall reflect a three percent (3.0%) across the board salary improvement over the 2018-2019 LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP.~~
- ~~e. Effective July 1, 2016 LACOE agrees to add two additional anniversary increments to the existing salary schedules. The salary schedule shall reflect the additional increments for the 28th and 30th year; the anniversary increment footnotes "a" and "b" shall be \$800 at year 28, and \$1,000 at year 30, on the LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP.~~

~~e.g. Footnote a. Anniversary increment commencing with the 14th year (\$700), 18th year (\$1,200), 22nd year (\$1,700), 26th year (\$2,200), 28th year (\$3,000) and 30th year (\$4,000) of service.~~

~~Footnote b. Annual anniversary increment commencing with the: 12th year (\$1,200), 14th year (\$1,700), 18th year (\$2,200), 22nd year (\$2,700), 26th year (\$3,200), 28th year (\$4,000) and 30th year (\$5,000) of service.~~

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Note: Language in subparagraph c is stricken with the understanding that the salary schedules will continue to reflect the changes agreed to effective July 1, 2016.

ARTICLE X - VACANCY, REASSIGNMENT, AND TRANSFER

A. DEFINITIONS

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

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

3. "Responsible administrator" shall mean the administrator who has responsibility over both the unit member's present PAU or ~~ROP~~ CTE Region and the PAU or ~~ROP~~ CTE Region to which the unit member is being considered for transfer. This could be the Area Administrator, Assistant Director, Division Director, or appropriate ~~Assistant Superintendent~~ Chief Officer.
- ~~4. "ROP Region" shall mean a group of school districts that receive services from the _____ Office's Regional Occupational Program.~~
- 5 ~~4~~. "Transfer" shall mean a change in a unit member's assignment from one PAU to another PAU, from one ~~ROP~~ CTE Region to another ~~ROP~~ CTE Region. A transfer may be "voluntary," "administrative," or "exchange."

- a. "Voluntary transfer" shall mean a transfer initiated by the unit member following the procedures described in paragraph E.1 of this Article.
- b. "Administrative transfer" shall mean a transfer initiated by the Office following the procedures described in paragraph E.2 of this Article.
- c. "Exchange Transfer" shall mean a transfer that results from two unit members filing voluntary transfer requests who are permitted to exchange positions following the

procedures described in paragraph E.3 of this Article.

6 5. “Vacancy” shall mean a certificated position to which no probationary, permanent, or categorical employee is assigned or reassigned. The creation of a new classification not previously in existence will be treated as a “vacancy,” and not as a “reassignment.

7-6. A “displacement” occurs when a position is eliminated by virtue of an anticipated drop in enrollment, program elimination, and/or class closure. A “displaced unit member” is a unit member serving in a position that has been eliminated by virtue of an anticipated drop in enrollment, program elimination, and/or class closure. ~~The displaced unit member is the incumbent to his/her current assignment, who is transferred or reassigned due to the displacement and has the right to choose to return to his/her former assignment if restored.~~

B. DISPLACEMENT

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

C. VACANCY

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

1. Posting of Vacancies

- a. On a weekly basis, ~~Human Resource Services~~ HRS shall post on its web site certificated vacancies, including the posting date and specific job requirements. ~~Each division within Educational Programs shall post hard copies of the certificated vacancies on the PAU bulletin boards weekly. ROP shall post via the web.~~

2. Filling of Vacancies

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

D. REASSIGNMENT

“Reassignment” is defined in paragraph A.2. of this Article.

1. Timing

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

For two-hundred and eighteen (218) day assignments, the first thirty calendar days of the school year are defined as September 1 – September 30 for all 10 and 11 month assignments, and or in the last thirty (30) calendar days of the end of such school year are defined as June 1 – June 30, for all 10 and 11 month assignments.

For one-hundred and eighty-three (183) day assignments, the first thirty (30) calendar days of the school year are defined as the first thirty (30) days of the school year opening, and the last thirty (30) calendar days of such school year are defined as the thirty (30) days prior to the school year closing as specified in each schools calendar.

2. Subsequent Reassignments

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

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

3. Unforeseen Circumstances

However, reassignment may also occur within the school year due to unforeseen circumstances that may arise during the school year, including, but not limited to for example:

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

4. Physical Reassignment

- a. A physical reassignment, whenever it ~~occurs~~ becomes necessary, shall first be posted by the principal within the PAU as a “voluntary reassignment.” A unit member who wishes to be considered for a voluntary reassignment to a particular vacancy may submit a written request for reassignment to the appropriate administrator, who shall consider the request utilizing the same criteria for filling vacancies as set forth in paragraph C.2. and E.1.b.6) and E.2.a.6 4). A voluntary reassignment shall be determined within five (5) working days of the ~~vacancy posting~~. If there is no volunteer(s), the principal may initiate an “administrative reassignment” or post the opening as a vacancy through HRS for the fourteen (14) calendar day minimum. If the vacancy is filled through voluntary reassignment process with a candidate within the PAU, HRS may post the subsequent vacancy through HRS for the fourteen (14) calendar day minimum concurrently with the PAU’s posting as a voluntary reassignment within the PAU for five (5) working days.
- b. An “administrative reassignment” as defined in paragraph A.2 of this Article shall be made in the following order:
- 1) Possession of the appropriate credential(s), and in compliance with applicable state and federal laws including, but not limited to, English Learners certification where required and ~~“highly qualified” status pursuant to the requirements of the No Child Left Behind legislation;~~
 - 2) In DSE Special Education Assignments only, education and training in the subject, exceptionality, students’ age, students’ developmental level and/or other specific job requirements as indicated on the vacancy notice;
 - 3) In ~~ROP~~ CTE only, experience or expertise in second language; and finally,
 - 4) Seniority

No later than ten (10) working days prior to any administrative reassignment, the responsible administrator shall discuss the reason for the reassignment with the unit member. The responsible administrator will give written notification to the unit member and the union of the final determination for the reassignment within five (5) working days after the discussion, utilizing the same criteria as set forth in paragraph E.2.a.6 4) of this Article.

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

5. Subject Matter Reassignment

a. A subject matter reassignment may occur at any time within the first and last thirty (30) days of the school year.

b. When a subject matter reassignment must occur within the school year due to unforeseen circumstances, the responsible administrator shall consult with the teacher to be reassigned prior to making the reassignment. The reassignment shall be discussed at the next shared decision making (SDM) meeting following the notice of need for the reassignment.

6. Release Time

Reassigned Unit members reassigned during outside of the first and last thirty (30) calendar days the school year, as defined in paragraph 1.a. above, shall be granted two workdays of "school business" release time to prepare for the reassignment (providing the member reports to either the current or the new assignment).

7. Transfer Rights for Administratively Reassigned Unit Members

e. A unit member ~~displaced due to a~~ administratively reassigned ~~ment~~ during the school year may request a voluntary transfer and the responsible administrator shall approve the request providing a vacancy exists and:

1) a. The unit member submits a transfer request form to ~~Human Resource Services~~ HRS; and

2) b. The unit member possess the appropriate credential(s), and the transfer is in compliance with applicable state and federal laws including, but not limited to, English Learners certification where required and ~~"highly qualified" status pursuant to the requirements of the No Child Left Behind legislation.~~

8. Mileage

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

E. TRANSFER

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

1. ~~Volunteer~~ Voluntary Transfer

a. Request For Voluntary Transfer

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

b. Procedures For Voluntary Transfer

- 1) Requests for voluntary transfer shall be sent to ~~Human Resource Services~~ HRS by the unit member, using the current Office transfer request form.
- 2) When requested in writing by the unit member, ~~Human Resource Services~~ HRS shall confirm whether the unit member meets the necessary certification for the position concerning his or her transfer request within ten (10) working days.
- 3) The immediate administrator and the responsible administrator of the site where a vacancy exists shall be informed by ~~Human Resource Services~~ HRS of unit members’ requests for voluntary transfer to such vacancy.
- 4) The responsible administrator, if other than the Division Director or ~~Assistant Superintendents~~ Chief Officer, shall recommend any voluntary transfer to the Division Director or, if the transfer is between divisions, to the appropriate ~~Assistant Superintendent~~ Chief Officer. The Division Director or appropriate ~~Assistant Superintendent~~ Chief Officer shall review, approve, amend, or reject the recommendation utilizing the same criteria for filling of vacancies as set forth in paragraph C.2 of this Article. The decision shall be forwarded to ~~Human Resource Services~~ HRS.

- 5) ~~Human Resource Services~~ HRS shall inform the selected unit member involved of the decision rendered. The selected unit member shall indicate his or her acceptance or non-acceptance of the transfer offered. ~~Human Resource Services~~ HRS shall thereafter inform all other affected unit members of the decision rendered.
- 6) In the event a position becomes vacant and a unit member has filed a voluntary transfer request for that position, and if that unit member is the most qualified person for said position according to criteria stated in paragraph C.2 of this Article, the Superintendent or designee nevertheless may deny the voluntary transfer request, for reasons of operational requirements, based on relevant and rational grounds, and which are not arbitrary and capricious according to paragraph E.2.a.6 4) of this Article.
- 7) The Office shall make reasonable efforts to facilitate a granted voluntary transfer.

2. Administrative Transfer

a. Reasons for Administrative Transfer

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

- 1) To fill a vacant position for which there are no volunteers at the site or on the transfer list, or any available qualified outside applicants;
- 2) To place individuals where there is an overall reduction in the number of positions ~~in the Division of Special Education, Juvenile Court Schools Divisions, or the Division of Alternative Education~~, or when displacement occurs due to a Special Education program has been transferred transferring to participating districts;
- 3) To place individuals when there is a change in or transfer of a unit or a program (e.g., a PAU or a school); or
- ~~4) In ROP only, to place individuals where there is need for a second language specialty;~~
- ~~5) Where there is a significant change in the average daily attendance (ADA) within ROP at the semester break; or~~
- ~~6) 4) To meet operational requirements of a compelling interest to the Office which are based on relevant and rational grounds, which are applied in a manner that is not arbitrary or capricious.~~

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

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

c. Notification and Mileage

Unit members administratively transferred shall be provided a written notice of such transfer by ~~Human Resource Services within a reasonable time period~~ HRS at least five (5) calendar days prior to the effective date of the transfer.

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

3. Exchange Transfer

- a. Once each school year before September 30 for ten-month employees and August 30 for eleven (11) month employees, Human Resource Services shall review the voluntary transfer request file to determine if two unit members with transfer requests on file may exchange positions.
- b. Human Resource Services shall inform the responsible administrator of such a possibility if there is no other unit member with a request on file to transfer to either of the sites involved.
- c. Exchange transfers shall normally take effect within ten (10) working days of the approval of the exchange ~~at the start of the ensuing school year.~~

ARTICLE XII - CLASS SIZE

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

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

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

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

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

Waiver Provision

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

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

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

- B. Assignments for School Nurses are determined by pupil/nurse ratios based on services required per handicapping condition and other factors such as geographical distances, number of sites served, unique pupil health conditions, and any other relevant factors existing at a school site. School Nurses shall not be required to attend IEPs unless requested by the student's regular teacher and the site administrator. School Nurses shall

have the opportunity to provide input on the pupil to nurse ratio and caseload standards through the Nurses Steering Committee and shall provide their immediate administrator with input regarding unique conditions to their site(s).

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

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

~~The Division of Special Education shall maintain steering committees for Speech/Language, Adaptive Physical Education and Career Education to develop standards and review caseloads.~~

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

1. The caseload for Language/Speech Specialists shall not exceed an average of ~~fifty-five (55)~~ forty-five (45) pupils across all such programs operated by the Office or a maximum of fifty-two (52) ~~eighty-five (85)~~ pupils for any one Language/Speech Specialist.
 2. The caseload for DIS, Specialized Instruction (Certificated), including but not limited to Severe Language Disorders, Visually Handicapped, and Deaf and Hard of Hearing, shall not exceed eighteen (18) pupils across all such programs operated by the Office.
 3. The caseload for DIS, Mobility Instruction shall not exceed eighteen (18) pupils across all such programs operated by the Office.
 4. The caseload for DIS, Home and Hospital shall not exceed eighteen (18) pupils across all such programs operated by the Office.
 5. The caseload for DIS, Vocational/Career Development shall not exceed eighty-five (85) pupils across all such programs operated by the Office.
 6. The caseload for DIS, Adaptive Physical Education shall not exceed an average of fifty-five (55) pupils across all such programs operated by the Office or a maximum of eighty-five (85) pupils for any one A.P.E., DIS.
- D. The Office will employ paraeducators who are trained and perform Specialized Services (catheterizations, ileostomies, colostomies, gastrostomies). Special Education teachers will be responsible for secondary and/or backup services for these Specialized Services.

E. The ~~average~~ caseload for Resource Specialists shall be no more than: ~~twenty-four (24) pupils across all such programs operated by the Office. No Resource Specialist shall have an actual caseload which exceeds twenty-eight (28).~~

1. Twenty-eight (28) pupils in specialized high schools, independent study, and county community schools;
2. Twenty-two (22) pupils in juvenile halls;
3. Twenty-four (24) in the camps.

F. In the Division of Student Programs the assignment and caseloads for Educational Counselors are based on the number of students transitioned into their community schools, geographical area to be served, individual needs of pupils, and other relevant factors.

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

The caseload of Educational Counselors shall not exceed, at any one time; ~~one hundred and fifty (150) assigned pupils.~~

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

G. In the Division of Student Programs;:

~~the~~ General Education class size shall not normally exceed;

1. Fifteen (15) ~~seventeen (17)~~ pupils per teacher in juvenile hall schools. For five (5) workdays, within a register period, the pupil attendance may exceed fifteen (15) ~~seventeen (17)~~ but may not exceed seventeen (17) ~~nineteen (19)~~ ~~except in institution based programs where the total may not exceed eighteen (18).~~
2. Twelve (12) pupils per teacher in the camp schools. For five (5) workdays, within a register period, the pupil attendance may exceed twelve (12) but may not exceed seventeen (17). When class size exceeds fifteen (15), the responsible administrator shall hold a consultation meeting with the effected unit member and the site LACEA representative.

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

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

~~These limits do not apply in emergency situations when pupils must be distributed among the remaining unit members with area administrator approval.~~

Distribution of pupils among all classes shall be accomplished in a manner equitable to the unit members. ~~The class size will be lowered to fourteen (14) pupils if fifty percent (50%) or more of the pupils have an IEP with special day placement. This does not include pupils with IEPs for Resource or DIS designation.~~

- H. In the Outdoor Education program, the maximum class size per Outdoor Education teacher shall not exceed forty-five (45) pupils at any one time.
- I. In the Regional Occupational Program, the caseload for Counselors shall be determined by the Office, taking into consideration input from appropriate unit members.
- J. Class sizes for programs in the Division of Student Programs will be as follows:
 - 1. Enrollment in classes for Specialized High Schools shall not exceed an average of thirty (30) pupils per class, and shall not exceed thirty-five (35) pupils in one class at any time without written teacher approval.
 - 2. Enrollment in any individual Independent Study Strategy (ISS) Program class shall ~~not exceed~~ be staffed at a ratio of one teacher per twenty-five (25) pupils ~~at any time.~~ ISS class size shall not exceed thirty (30) pupils at any time. All ISS classes shall be assigned ~~fifteen (15) hours of a full-time paraeducator time per week.~~
 - 3. Enrollment in classes for the Community School Program (CSP) shall be staffed at a ratio of one teacher for every ~~not exceed twenty-five (25)~~ twenty (20) pupils. CSP class size can be increased to no more than twenty-five (25) pupils at any time. CSP classes will be assigned a full-time ~~fifteen (15) hours of Pparaeducator time.~~
 - 4. ~~Enrollment in class for Alternative Schools with Purpose (ASWP) shall not exceed twenty five (25) pupils ASWP classes will be assigned a six (6) hour Paraeducator.~~
 - 5 4. Enrollment in classes for Cal Safe Programs (Pregnant Minor program) shall not exceed a maximum of ~~thirty (30)~~ twenty-five (25) pupils at any one time.
 - 5. The Office shall maintain steering committees for DIS such as Speech/Language, and Career Technical Education (CTE) to develop standards and review caseloads.

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

ARTICLE XVIII – DURATION AND RENEGOTIATIONS

This Agreement shall become effective upon Association ratification and report to the Superintendent and shall remain in effect up to and including June 30, ~~2015~~ 2021, and thereafter shall continue in effect year by year unless one of the parties has notified the other in writing of intention to terminate.

The parties agree that Article IX Compensation is closed for purposes of 2019-2020 negotiations. The parties agree to reopen negotiations for ~~2013-2014~~ 2019-2020 on ~~compensation~~, two (2) other Articles at the choice of the Association and two (2) other Articles at the choice of the Office. Negotiations of President's Leave ~~Vacancy, Transfer and Reassignment~~ will be considered a mutual reopener in addition to the other two (2) Articles.

APPENDIX B
AGREEMENT ON ARTICLE IV
DIVISION OF STUDENT PROGRAMS CALENDARS

The Division of Student Programs (DSP) Juvenile Court Schools will pilot a new calendar for the ~~2018-19~~ 2019-2020 school year without changing contract language agreed upon in the 2015-2018 collective bargaining agreement.

I. Positive Work Year

LACEA members in 218 day assignments must have 218 scheduled work days between July 1, 2018⁹ and June 30, 2019²⁰ out of 243 possible work days. Therefore, ~~these unit members must schedule~~ twenty-five (25) non-work days will be scheduled over the course of the year. Non-work days do not carry over to the following school year.

LACEA members are permitted to work these non-work days and will be paid at a rate of \$250 per day for the first five days worked. Subsequent days worked will be paid at the going substitute rate. Employees who wish to work these days must input these days in NOVATime as non-work days and then accept a substitute assignment through AESOP.

II. Summer Break

The Office will establish a summer break period from July 1, 2019 through August 30, 2019. Members will schedule ten (10) consecutive non-work days during this period. ~~three breaks (tracks, intersessions) during the summer consisting of 15 consecutive days as follows:~~

~~LACEA members will continue their current track unless otherwise authorized by the principal.~~ Unit members must notify their site's principal of their desired ten non-work days, and the principal shall approve the request provided that:

A. No more than thirty-three percent (33%) of the staff may be out on summer break at a particular site at any one time.

B. ~~P~~ In the event that more than thirty-three percent (33%) of staff at any one site request the same summer break, priority of summer break selection shall be granted to unit members based on Office-wide seniority and mediated by site administration based on student need.

III. Winter Break and Spring Breaks

There will not be mandated breaks (tracks, intersessions) during the winter or spring break time periods. However, schools and teachers will observe holidays, board holidays, and board recess days.

IV. Remaining Non-Work Days

LACEA members may use their remaining ~~40~~ fifteen (15) non-work days in a flexible fashion conditional upon:

- A. The fifteen (15) non-work days outside of the member's summer break, cannot be taken ~~in~~ from September 1 through September 15, January 27, 2020, and April 13, 2020., ~~April 22 through May 10 2019, and June 24 through June 29 2019.~~
- B. Five (5) non-work days must be taken consecutively.
 1. Consecutive non-work days cannot be added on to the ~~end of the 2018-2019 summer break or beginning or end~~ end of the 2019-2020 summer break.
 2. Unit members must submit requests to take five (5) consecutive non-work days to the site administrator by August 31, 20189. The site administrator or designee will review these requests and finalize schedules by September 30, 20189. The site administrator will assign five (5) consecutive non-workdays to unit members who fail to submit these requests by August 31, 20189.
 3. Administration may deny any request that yields more than thirty-three (33%) of the site's LACEA members ~~staff~~ out due to non-work days ~~on any particular day~~. Administration shall approve these requests in the order received except for requests received on the same calendar day which shall be prioritized by Office-wide seniority. If there is a dispute over a denied request, the matter will be referred to HRS for resolution.
 4. ~~Consecutive non-work day schedules will not be adjusted once finalized by the site administrator.~~
- C. The remaining ~~5~~ ten (10) non-work days can be used at the LACEA member's discretion, subject to the limitations of this agreement.
 1. Unit members must request these days in NOVATime at least forty-eight (48) hours in advance. ~~These requests are subject to site administration approval. Requests that result in more than 33% of the staff out shall be denied.~~ Administration may deny any request that yields more than thirty-three (33%) of the site's LACEA members ~~staff~~ out due to non-work days. Administration shall approve these requests in the order received except for requests received on the same calendar day which shall be prioritized by Office-wide seniority. If there is a dispute over a denied request, the matter will be referred to HRS for resolution.

- ~~2. LACEA members are permitted to work these five discretionary non-work days and will be paid at a rate of \$250 per day. Employees who wish to work these days must input these days in NOVATime as non-work days and then accept a substitute assignment through AESOP.~~
3. 2. Employees who have not scheduled the ~~five~~ ten (10) discretionary non-work days by April 1, 201920 will have these days scheduled by the administrator. Members may notify the administration if they choose to work on these scheduled non-work days.
4. 3. ~~The 10 non-work days outside of the member's summer break, cannot be taken in from September 1 through September 15, April 22 through May 10 2019, and June 24 through June 29 2019.~~

V. Minimum Days

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

VI. Effects on Other Articles of the CBA

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

~~VII. Monitoring and Data Collection~~

~~The Office will make comparisons to the 2016-17 and 2017-18 school years to gauge success of this pilot program. The comparison criteria may include, but is not limited to:~~

- A. ~~Teacher absence rate~~
- B. ~~Unfilled vacancy rate~~
- C. ~~Student discipline and major incidents during extended teacher absences~~
- D. ~~Stakeholder survey~~
- E. ~~AESOP to NOVATime reconciliation data~~

~~LACEA Calendars are available on the LACOE website by accessing <https://www.lacoe.edu/Home/LACOE-Calendars>~~

IN WITNESS WHEREOF, the Parties have executed and entered into a Successor Agreement for July 1, 2018 – June 30, 2021. The Parties have executed and entered into the following tentative agreements as of March 26, 2019:

- Article IV - Association Rights
- Article VI – Hours of Employment
- Article IX - Compensation
- Article X - Vacancy, Reassignment, and Transfer
- Article XII - Class Size
- Appendix B - Agreement on Article VI Division of Student Programs Calendars

LOS ANGELES COUNTY EDUCATION ASSOCIATION

Date: _____ By: _____

(Print Name)

LOS ANGELES COUNTY OFFICE OF EDUCATION

Date: _____ By: _____

(Print Name)