

**2021-2024 Collective Bargaining Agreement**

**By and Between**

**Los Angeles Leadership Academy and**

**Los Angeles Leadership Academy United, CTA/NEA**

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## **PREAMBLE**

0.1. The parties herewith state their mutual intentions with respect to the 2021-2024 school years.

0.2. The parties reaffirm their mutual belief that collective bargaining and shared decision making is the best way to sustain academically healthy, economically sound educational institution with competitive salaries, benefits, and working conditions for unit members.

## **ARTICLE I - AGREEMENT**

**1.1** This Collective Bargaining Agreement (“Agreement”) is made and entered into by and between the Los Angeles Leadership Academy (“Academy”), a not-for-profit California Corporation and the Los Angeles Leadership Academy Community United, CTA/NEA (“Union”).

**1.2** This Agreement shall remain in full force and effect from –July1 2021- June 30 2024.

**1.3** – Each year under the Agreement, salary and health benefits, as well as two (2) articles per party, may be reopened for negotiations by the parties. Further, the parties may enter into memoranda of understandings and/or side letters at any time.

## **ARTICLE II - RECOGNITION**

**2.1** The Academy recognizes the Union as the exclusive bargaining representative for all teachers, including long term substitute teachers, Director of Technology, School Counselor, and all employees required to have a certificate or permit issued by the California Commission on Teacher Credentialing and excluding all day-to-day substitutes, all management, all confidential, and all supervisory personnel, as defined by the EERA.

## **ARTICLE III - Definitions**

**3.1** The “Board”, or the "Employer", or “Academy” is the Los Angeles Leadership Academy Board of Directors and other designated representatives.

**3.2** "LALAU" or the “Union” means the Los Angeles Leadership Academy United, CTA/NEA, its officers, and representatives. LALAU is the exclusive representative for the certificated bargaining unit.

**3.3** "Immediate Supervisor" means the unit member's Principal, or other person appointed by the Executive Director, who has direct responsibility for supervising the Unit Member.

- 3.4** "Unit Member" means any certificated employee of the school who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.5** "Instructional Day(s)" means any day(s) that students are present for instruction.
- 3.6** "Pupil-Free Day" means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
- 3.7** "Workday" means any day of service required of unit members.
- 3.8** "Paid Leave of Absence" means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which he/she enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during her/his leave.
- 3.9** "Daily Rate of Pay" means the unit member's annualized salary divided by the number of contracted days required by the Agreement.
- 3.10** "Site" means a building or location where unit member works.
- 3.11** An "Assignment" is the placement of a unit member in a course for which they hold an appropriate credential.
- 3.12** A "Re-assignment" is the movement of a unit member from one course or subject area to another or from one grade level to another that for which they are qualified.
- 3.13** A "Transfer" is a move from one site to another.
- 3.14** A "Vacancy" is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

## **ARTICLE IV - UNION BUSINESS AND RIGHTS**

**4.1** – The Union has the right to place Union literature in unit member's boxes/e-mail. The Union may reasonably utilize the Academy email system provided such use complies with the Academy's rules; it is expected that such use will occur during duty free periods. The Union may utilize a bulletin board designated for its use at each site.

**4.2** – The Union shall have the right to reasonable use of Academy buildings, sites and equipment during reasonable hours for meetings (scheduled pursuant to Article III, Section 3) and other Union activities when such facilities are not needed for other Academy activities. If

additional meeting times are needed, and for other special facilities requests, the Union will make such requests in advance, in writing to Executive Director.

**4.3** The Union President and the Executive Director of the Academy will schedule monthly meetings to discuss Union related business and facility issues.

**4.4** The Union has the right to represent bargaining unit members in their employment relations with government agencies and the Academy. Nothing in this Agreement shall be construed as a waiver of such rights. Notwithstanding the foregoing, no employee shall be forced to participate in any Union activities. Likewise, no non-employee representative of the Union shall be permitted access to the Academy's facilities without first notifying and the obtaining approval of the Academy.

**4.5** LALAU will be provided with ten (10) days per year of union leave to be used at the discretion of the union for the purposes of conducting union business. Notification for use of these days will be provided by the union president to the teacher's immediate supervisor and secure class coverage prior to asking these days.

## **ARTICLE V - COMPENSATION AND BENEFITS**

**5.1 Compensation** – The Schedule in Appendix A for 2020-2021 shall be increased by four (4%) for the 2021-2022 school year. The Schedule in Appendix A for 2022-2023 shall be increased by one (1%) for the 2022-2023 school year. The Schedule in Appendix A for 2023-2024 shall be increased by one (1%) for the 2023-2024 school year.

**5.2 Benefits** – The Academy agrees to provide each unit member with twelve (12) months of benefits. The employee shall receive either full single HMO or PPO coverage or full HMO family coverage for health, dental, life, and vision benefits. The HMO family amount may be used by the employee towards family PPO coverage.

**5.3 Retirement / STRS** – All unit members shall be participants in the State Teachers Retirement System.

**5.4 BTSA/Induction Programs** - The Academy shall reimburse teachers up to \$3000 per year for a maximum of \$6000 for the completion of their Induction Program to clear their credential. In return, the teacher agrees not to resign from LALA for a period of two years after completion of the program or the teacher will reimburse LALA the above amount or the amount still owed based on time served. A Unit Member who resigns from the Academy within the two

years after the completion of their induction programs will pay back the Academy the full amount reimbursed to the teacher, up to \$6,000. Payments will be made to the Academy for up to 12 months from the last day of their employment.

**5.5 Unit Points** – A salary point is a unit of measure used by the Academy to determine placement/advancement on the salary schedule.

**5.5.1** A salary point is equivalent to one semester unit or 1.5 quarter units from an accredited college or university after receiving a Bachelor’s Degree from an accredited college or university. Upon principal approval Salary points or WASC accredited units shall all be credited as Continuing Education Units (CEU), and shall be calculated as quarter units.

**5.6 Stipends** – Stipends shall be paid according to the following schedule:

Bilingual Authorization	\$2500
Department Chairs (6-12; Math, Science, English, Social Science OR one (1) middle school humanities and one (1) middle school STEM and (1) high school humanities and one (1) high school STEM)	\$3000
Primary Academy Grade Level Chairs	\$2000
AP Stipends (9-12)	\$1500
Mentor Teachers (6-12)	\$1500
Speech & Debate Coach	\$1500
Leadership (K-12)	\$1500
Dual Teaching Credential, including supplemental authorization	\$750 per semester beyond the first credential with approval from your current administrator on usage of the Dual Teacher Credential/supplemental authorization beyond the first credential
National Board Certification	\$3000

**5.6.1** Teachers who have a Masters degree and meet the provisions of documentation as outlined in the Agreement shall receive an annual stipend of \$584 annually.

## **ARTICLE VI - Safety Conditions**

**6.1 Reporting** - Unit members shall be responsible to report in writing to their immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition. A response will be provided to the employee within a time frame, which reflects the urgency of the concern, but in no later than fourteen (14) calendar days,

**6.1.2** Unit members shall immediately report cases of assault and/or attacks suffered in connection with their employment to their principal or immediate supervisor and to the local law enforcement. There shall be no reprisals to the unit member for making reports to law enforcement. The E.D. or designee shall comply with any reasonable request from the unit member for information in the possession of the Administration relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, local law enforcement and the courts.

**6.1.3** In responding to disruptive person(s) on campus, unit members may request LALA to take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of the Academy but may include ouster (removal) measures or possibly injunctive (restraining order) relief.

**6.1.4** For teacher and student safety, unit members will be notified of any known instances pertaining to students assigned to their individual teacher rosters including: pending or current suspension or expulsions, or any criminal convictions involving threat of violence or violence, not found in cum folder or powerschool within ten (10) instructional days and any pertinent information that may not be available in a student's cum folder.

**6.2 Investigation:** The Academy shall assume the responsibility to investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied. The Academy shall institute such emergency safety precautions as deemed necessary.

**6.3 Personal Items** which are to be used within the classroom for instructional purposes must be registered in the school office and authorized by the administrator in charge before being brought onto the campus. The Academy will be responsible for damages or theft of said items up to the current value of the item(s).

## **ARTICLE VII - WORK YEAR, WORK DAY AND CALENDAR**

**7.1.1 Work Year** – The 2021-2022 work year will be 194 days and it shall revert back to 190 days during the 2022-2023 work year. The 2022-2023 work year will be 190 days. This year reverted back from 194 from 2021-2022. The unit members work year shall be 184 instructional days and 6 PD days.

**7.1.2** The annual calendar shall be designated by the school administrator as developed in Calendar section below.

**7.1.3** All unit members are required to participate in two (2) school events that occur outside of work hours, any K-12 event, that do not include Back to School Night, Open House or Parent-Teacher Conferences.

**7.1.4** The academy will provide a signup sheet for all known events within one week of the beginning of the school year. For any events that become known during the school year teachers will be given at least one week's notice to sign up for these unknown events. If the event is canceled due to unforeseen circumstances, the teacher's obligation is not fulfilled. These can include, but are not limited to: School dances, Annual Thanksgiving event, field trips that extend after school, Advisory/Homeroom trips, PBIS events, clubs, or any other activities outside of contracted hours.

**7.2 Other Professional Duties** 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 may 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 students' communicating and conferring with students', parents, staff and administrators; maintaining appropriate records, supervising students both within and outside the classroom; direct teacher aides when assigned; participating in open house activities, 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 LALA property, equipment, material and supplies; and attending faculty, department, grade level and other meetings called or approved by the Executive Director or designee.

**7.3 Work Day:** The professional work day shall include the school day, staff meetings, time needed for preparation, and meeting with parents.



7.3.1 Teachers are expected to attend all applicable staff meetings, to be at the Academy between 7:45 a.m. and 3:30 p.m. each school day. Unless mutually agreed by the parties to extend the time for specific professional development purposes.

7.3.2 Any alteration to the professional work day during the school year shall be mutually agreed to by the parties.

7.3.3 Each employee shall, except in cases of emergency or special situations requiring intensive supervision, be entitled to a duty free lunch period of not less than thirty (30) minutes or the length of the students lunch whichever is longer.

7.3.4 The day after BackToSchool night and Open House shall be half days with teacher release time by 1:30 PM for the Primary Academy and by 12:30 for Middle School and High School. These dates should reflect on the Master Calendar.

7.3.5 Preparation periods are to be used for professional duties including preparation for classes and conferences with parents, students and staff collaboration and meetings.

7.3.6 **Middle School Teachers** will be given a preparation period once a day that is not less than equal to a regular class period for that day.

7.3.7 **High School Teachers** will receive 300 minutes of planning time per week for planning except for shorten weeks.

7.3.8 **Primary Teachers** will receive preparation time during the student day during Art and Physical Education (P.E.) time.

7.4 **School Counselor** - The work year and work day for the School Counselor will be consistent with this agreement. Fifteen (15) additional days per year to be agreed upon between the counselor and the site principal. The additional days shall be paid at the individual per diem rate.

7.5 **School Calendar** The parties agree that the calendar for the school 2017-2018 year will be attached as Exhibit "B," future years will be attached when approved.

7.6 —**Master/Bell Scheduling**: The principal at each site shall provide a draft schedule to each staff member by March 15<sup>th</sup>. The teachers will provide feedback to their principal within fifteen (15) instructional days.

7.7 **Calendar**: The principal at each site shall provide a draft calendar to each staff by March 15<sup>th</sup>. The teachers will provide feedback to their principal within fifteen (15) instructional days.

**7.8 Professional Development** Teachers and/or Departments will collaborate with their administrator to create individualized, year-long professional development plans. These plans will allow for attending professional development opportunities outside of the Academy.

**7.8.1 Employee Expenses and Reimbursement:** Shall be made in accordance with the most up to date Board approved General Accounting Policies and Procedures. Unit members will purchase as much as possible through their school site. Members shall submit an itemized receipt containing no personal items.

**7.9 Workload:** For Middle and High School: Semester pacing plans will be submitted to the Principal by the end of the first week of each Semester. For Primary: Quarterly Plans will be submitted to the Principal two (2) weeks prior to the end of the quarter.

**7.9.1** Weekly Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be submitted by the first day of the school week by 8:00 am to the administrator.

**7.9.2** Lesson Plans should include the following components:

1. Standards
2. Language Objectives
3. Focused Learning Targets ( FLT's)
4. 21<sup>st</sup> Century Standards/Social Justice/Leadership
5. Measurement of Student Success/Assessment
6. Differentiation

Weekly lesson plan format can be modified by the site administrator with teacher collaboration.

**7.10-Class Size** – Class sizes shall be consistent with class sizes delineated in each school site's charter.

**7.10.1** Class sizes in grades K-3 shall be consistent with Class Size Reduction if provided by the state.

**7.10.2** High school teachers who have been assigned two (2) combination classes but no more than three (3) shall receive \$1500 stipend for each combination class after the first one.

**7.10.3** Bargaining unit members assigned to teach a class rather than have a planning period or teach a class before or after school shall receive an additional stipend according to the following formula:

Extra period assignment compensation = [(Base salary / contracted days) / total number of academic periods ] \* number of extra periods taught \* total number of days taught

## **ARTICLE VIII - EVALUATIONS**

8.1 Los Angeles Leadership Academy will employ a progressive evaluation process that provides feedback to teachers, encourages the use of peers as a support network, and supports teachers' professional development.

### **8.2 Frequency:**

8.2.1 Probationary teachers will be evaluated by the principal or qualified administrative designee formally once every semester.

8.2.3 Each semester, final evaluation forms will be completed by the evaluator at least thirty (30) calendar days prior to the end of the semester.

8.2.3.a Probationary teachers will be notified if they are invited back no later than thirty (30) calendar days prior to the end of the school year.

8.2.4 Permanent teachers will be evaluated by the principal or qualified administrative designee formally once every two years.

8.2.5 During first semester of an evaluation year, a formal evaluation will be completed.

8.2.6 If a satisfactory evaluation is received, then the permanent teacher will not be formally evaluated until their next scheduled evaluation, see 8.2.4.

8.2.7 If a satisfactory evaluation is not received, then the permanent teacher will receive an action plan and a second formal evaluation during second semester.

8.2.7.a The action plan would include a mutually developed and agreed upon plan using the SMART goal model (Exhibit X) in alignment with the 5 Dimensions of Teaching and Learning Instructional Framework.

SMART Goal for improvement:

1. Specific - goal should be clear and specific
2. Measurable - how much, how many, etc...
3. Achievable - how will this person accomplish the goal?
4. Relevant - is this the right time?
5. Time-bound - your timeline of completion

### **8.3 Step 1: Goal setting plan**

8.3.1 The administrators and all unit members will cooperatively review and develop two meaningful, Annual Goals based on the 5 Dimensions of Teaching and Learning Instructional Framework (Exhibit C) and the Rubric for Instructional Growth and Teacher Evaluation.

8.3.1.a Only unit members in an evaluation year will be evaluated by their Administrator and follow the rest of this article as written.

8.3.1.b All teachers will complete a self reflection at the beginning and end of the year based on the 5 Dimensions of Teaching and Learning Instructional Framework and the Rubric for Instructional Growth and Teacher Evaluation .

8.3.1.c Unit members not in an evaluation year will be supported by their administrator or designee to meet and exceed their goals.

1. Teachers self-reflect using the Rubric for Instructional Growth
2. Mutually agree on an individual goal with their site Administrator
3. Teachers will work with Mentor teachers, Department chairs, and Administration to work towards goals.
4. Administration will conduct informal observations and check-ins for monitoring a non-evaluation year teacher
5. Teachers will use a non-scored version of the Rubric for Instructional Growth and Teacher Evaluation.

8.3.2 Goal setting meetings are an important part of the process and should be uninterrupted time with the teacher and the administrator.

8.3.3 This step will be completed within thirty (30) days of the first instructional day during the contracted year.

8.3.4 The ETK-12 Administration will choose one (1) Dimension for their specific site, to be worked towards for that school year.

8.3.5 Teachers and their Administrator will choose a second (2nd) dimension for the individual teacher to work on for that school year.

8.3.5.a Each dimension correlates with a category in the Rubric, Administrators will evaluate teachers on each components of that category; two dimensions equate to 10 components in total.

8.4 **Step 2: Informal Observations** - All teachers will receive at least two informal observations lasting a minimum of 10 minutes, attended by the principal or qualified administrative designee. Observation notes and feedback will be given to teachers in writing within five (5) instructional days from the date of the observation using the Rubric for Instructional Growth.

8.4.1 At least two weeks between informal and formal observations to give unit members time to show progress.

8.4.3 Observations will be guided by LALA adopted 5 Dimensions of Teaching and Learning Instructional Framework and schoolwide goals outlined in the charter petition, LCAP, WASC, and Single Plan for Student Achievement (Exhibit 4).

8.5 **Step 3: Formal Lesson Observation** - Formal lesson observation should address the identified goals from 5 Dimensions of Teaching and Learning Instructional Framework and Rubric for Instructional Growth and Teacher Evaluation.

8.5.1 As a part of the Lesson Plan process, the following may occur:

- Teacher may collaborate with mentor/teacher leader when developing lesson plan
- Teacher and Administrator will agree on the date of the Formal Observation
- Pre-observation: Administrator will meet with teacher at least three days prior to observation, to review the lesson plan, goals, and their alignment.

8.6 **Lesson Components**

- State Adopted Grade Level Standards (for clarity )
- Language Objectives
- Focus Learning Targets (FLT)
- 21<sup>st</sup> Century Standards/Social Justice/Leadership
- Measurement of Students Success/Assessments
- Differentiation for Significant Subgroups (ELs, SPED, GATE)

8.7 **Step 4: Post Observation Conference**

8.7.1 Administrator will meet with teacher to review formal lesson observation

8.7.2 Administrator will check in regarding progress on performance goals.

8.8 **Step 5: Final Goals/ Evaluations** - Final formal evaluation must be issued no less than thirty (30) calendar days before the end of employee's scheduled work year.

8.8.1 Each unit member has the right to be accompanied by a LALAU/CTA representative for every meeting.

8.8.2 If a teacher receives an unsatisfactory evaluation, the teacher will be granted a follow up meeting upon request with administrator to provide additional evidence within five (5) working days.

8.8.3 Teachers need a minimum 14/20 points to receive an overall satisfactory evaluation in each dimensions evaluated.

8.8.4 Evaluations will include feedback of progress towards goals and include areas for improvement.

8.9 **Step 6: Teacher Support** - Administrator will provide opportunity for in-house peer support/observations and additional trainings.

8.9.1 Administrator will provide coverage if peer observed shares planning period.

8.10 **Step 7: Grievances** - Refer to Collective Bargaining Agreement Article (XII) for grievances.

## **ARTICLE IX - Due Process and Progressive Discipline**

**9.1 Union Representation:** Unit members shall be entitled to LALAU representation at work related meetings, disciplinary meetings, conferences, or hearings; excluding IEP and SST unless mutually agreed upon by all parties.

**9.1.1** Administration shall notify unit members if a proposed meeting or hearing could lead to any disciplinary action so the unit member can request LALAU representation. This does not waive the unit member's right to request union representation in any meeting with Administration the unit member believes may lead to discipline.

**9.2** Unit members who have completed at least two (2) years of employment at the Academy shall not be disciplined, non-renewed, dismissed, or suffer a reduction in rank or compensation without just cause.

**9.3** The Academy retains the right to discipline unit members provided its reason is based upon just cause (including progressive discipline).

**9.4** The following are just causes for discipline that include but are not limited to:

**9.4.1** Unsatisfactory performance as defined by this Agreement's Article under Article VII, Evaluation.

**9.4.2** Dishonesty, including any falsifying of employment records, employment information, or other school records;

**9.4.3** Theft or deliberate or careless damage or destruction of any school property, or the property of any employee or student;

**9.4.4** Possession of any firearms or any other dangerous weapons on school premises at any time;

**9.4.5** Possession or use of any intoxicant on school grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription);

**9.4.6** Conviction of any felony or crime of moral turpitude;

**9.4.7** Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;

**9.4.8** Absence without leave or abuse of leave privileges;

**9.4.9** Unprofessional conduct;

**9.4.10** Violating any safety, health, security or school policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;

**9.4.11** Committing of or involvement in any act of unlawful harassment of another individual;

**9.4.12** Failure to maintain appropriate credentials required for the position;

**9.4.13** Abandonment of position.

**9.5 Progressive Discipline:** Absent egregious conduct, Los Angeles Leadership Academy shall utilize a discipline process which includes the following progression: verbal warning; written warning; written reprimand; suspension without pay; and termination. Egregious conduct for the purposes of the Agreement shall be defined as extremely and conspicuously bad or flagrant behavior.

**9.5.1 Verbal Warning:** A verbal warning may result in a written summary thereafter by the administrator. In such instances, the summary shall confirm the matter is a verbal, not a written warning. This written summary shall not be entered into the unit member's personnel file unless in the event of subsequent discipline, the matter is referenced by Los Angeles Leadership Academy. .

**9.5.2 Written Warning:** A written warning may be issued when the verbal warning fails to bring about the proper conduct. Within ten (10) workdays of receipt of the written warning, the employee has the right to provide a written response which shall be attached to warning.

**9.5.3 Written Reprimand:** Unless conduct warrants a written reprimand in the first instance, a written reprimand shall not be used unless the employee has been warned about similar actions within the last four (4) preceding years. Within ten (10) workdays of receipt of the written reprimand, the employee has the right to provide a written response which shall be attached to the reprimand.

**9.5.4 Suspension Without Pay:** Suspension may be without pay but shall not reduce or deprive the employee of the time served at the academy or any other benefits. Any suspension shall not exceed fifteen (15) workdays.

**9.5.5 Dismissal:** Dismissal shall be the final step of progressive discipline and shall be used only when prior steps of progressive discipline have failed, or unless the basis for the dismissal constitutes egregious conduct.

## **9.6 Suspension and Discipline Procedures:**

**9.6.1 Step 1:** The Academy will inform the unit member in writing that they are part of an on-going investigation into an alleged matter.

**9.6.2 Step 2:** Suspension without pay or dismissal shall be initiated in writing by the immediate supervisor providing a Notice of Recommended Discipline (“Recommendation”) and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to LALAU Leadership. The Recommendation shall contain a statement of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member’s right to respond verbally and in writing,

**9.6.3 Step 3:** Unit member has right to respond, verbally and in writing, within ten (10) workdays prior to the proposed discipline being imposed, unless by agreement of both the immediate supervisor and the unit member, this deadline is extended.

**9.6.4 Step 4:** Following this period, the immediate supervisor may provide a Notice of Discipline to the unit member in person or by certified mail.

**9.7 Complaints Against Employees:** No disciplinary action or negative evaluation shall be solely based upon information or material which has been received from students, parents and/or citizens unless such complaints have been properly investigated according to the appropriate and applicable procedures of this Agreement.

**9.8 Administrative Leave:** The Academy may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits, pay, and years of service with the Academy shall remain in force pending the completion of an investigation. Such leave will not be considered disciplinary in nature.

**9.9 Discipline Without Progression:** Nothing in this Article shall prohibit the use of a more serious discipline consequence in the first instance (violation) when an offense so warrants. Specifically, a unit member may be suspended without pay or dismissed from employment in instances where the offense is serious or egregious.



## **ARTICLE X - LEAVES**

**10.1 Sick Leave** – Unit Members will receive a total of ten (10) days of paid wellness leave each year. Unit members who intend to take or believe they may take wellness leave must notify their designated principal as soon as possible but not later than two (2) hours prior to the start of the school day. The Academy may request a doctor’s note after three consecutive days taken. Wellness days may accumulate up to two (2) years unless the unit member chooses to receive compensation for the unused days. Any days sold back to the Academy shall be considered used. Any days the unit member chooses to sell back the Academy shall buy back at the rate of \$175.00 per day: Unit members may accumulate up to forty (40) wellness days.

**10.2 Sick Leave Donation** – Unit Members may donate their Wellness Days to any other employee of the Los Angeles Leadership Academy.

**10.2.1** Unit Members who wish to donate their days may do so in writing specifying how many days and to whom, submitted to Human Resources; up to three (3) may be donated.

**10.2.2** Any days donated and not used may not be sold back

### **10.3 Bereavement Leave**

**10.3.1** Unit members shall be granted leave of absence for the death or imminent death of any member of the immediate family without loss of pay or deduction from leave benefits provided in this Article.

**10.3.2** This leave shall be for three (3) days,

**10.3.3** For purposes of leave benefits provided in this section, an immediate family member shall include parent, step-parent, grandparent, child, stepchild, or grandchild of the unit member, spouse of the unit member, or registered domestic partner of the unit member; spouse, domestic partner, sibling, or step-sibling of the unit member; any relative living in the immediate household of the unit member.

### **10.4 Leave Rights**

**10.4.1** Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the remaining school year.

**10.4.2** Unit members returning from any type of paid leave shall be entitled to return to the same position and assignment he/she had prior to the leave.

## **10.5 Family Care and Medical Leave**

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

### **10.5.1 Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave.

### **10.5.2 Events That May Entitle an Employee To FMLA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

**10.5.2.1** To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.

**10.5.2.2** Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).

- a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
- b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a healthcare facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such

person can be discharged or transferred to another facility and does not actually remain overnight.

- c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
- d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.

**10.5.2.3** To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces Service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) -month period to provide said care.

**10.5.2.4** For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

### **10.5.3 - Amount of FMLA Leave Which May Be Taken**

**10.5.3.1** FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12)workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

**10.5.3.2** In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

**10.5.3.3** The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.

**10.5.3.4** If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s CFRA entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

#### **10.5.4 - Pay during FMLA Leave**

**10.5.4.1** An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

**10.5.4.2** An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.

**10.5.4.3** If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.

**10.5.4.4** The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

#### **10.5.5 - Health Benefits**

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

LA Leadership may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

**10.5.5.1** The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and

**10.5.5.2** .The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

### **10.5.6 - Seniority**

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced. An employee who was absent from work while fulfilling his or her covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

### **10.5.7 - Medical Certifications**

**10.5.7.1** .An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner(within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.

**10.5.7.2** The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School May contact the employee’s health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.

**10.5.7.3** If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

**10.5.7.4** Recertification is required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification can result in termination of the leave.

### **10.5.8 - Procedures for Requesting and Scheduling FMLA Leave**

**10.5.8.1** An employee should request FMLA leave by completing a Request for Leave Form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA leave policy.

**10.5.8.2** Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

**10.5.8.3** Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

**10.5.8.4** If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

**10.5.8.5** If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

**10.5.8.6** If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

**10.5.8.7** The School will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **10.5.9 - Return to Work**

**10.5.9.1** Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

**10.5.9.2** When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

**10.5.9.3** Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

**10.5.9.4** If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

### **10.5.10 - Limitations on Reinstatement**

**10.5.10.11** LA Leadership may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee's worksite.

**10.5.10.2** A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School Will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If The School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

### **10.5.11 - Employment during Leave**

No employee, including employees on FMLA leave, may accept employment with another employer without the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

### **10.5.12 - Pregnancy Disability Leave**

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the periods) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

### **10.5.13 - Employee Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

### **10.5.14 - Events That May Entitle an Employee to Pregnancy Disability Leave**

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

**10.5.14.1** The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

**10.5.14.2** The employee needs to take time off for prenatal care.

### **10.5.15 - Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight(48)hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

### **10.5.16 - Pay during Pregnancy Disability Leave**

**10.5.16.1** An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any other wise unpaid leave period.

**10.5.16.2** The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

**10.5.16.3** Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.



### **10.5.17 - Health Benefits**

LA Leadership shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. LA Leadership can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

**10.5.17.1** The employee fails to return from leave after the designated leave period expires.

**10.5.17.2** The employee's failure to return from leave is for a reason other than the following:

**10.5.17.2.1** The employee is taking leave under the California Family Rights Act.

**10.5.17.2.2** There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.

**10.5.17.2.3** There is a non-pregnancy related medical condition requiring further leave.

**10.5.17.2.4** Any other circumstance beyond the control of the employee.

### **10.5.18 - Seniority**

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

### **10.5.18 - Medical Certifications**

**10.5.18.1** An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

**10.5.18.2** Recertification is required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in termination of the leave.

### **10.5.19 - Requesting and Scheduling Pregnancy Disability Leave**

**10.5.19.1** An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.

**10.5.19.2** Employee should provide not less than thirty (30) days or as soon of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

**10.5.19.3** Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

**10.5.19.4** Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

**10.5.19.5** If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

**10.5.19.6** In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

## **10.5.20 - Return to Work**

**10.5.20.1** Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is **Employee Handbook**.

requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

**10.5.20.1.1** The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.

**10.5.20.1.2** There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

**10.5.20.2** When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

**10.5.20.3** In accordance with LA Leadership policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

**10.5.20.4** If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

### **10.5.21 - Employment during Leave**

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

## **10.6 Periods Covered/Paid**

**10.6.1** Unit members may be asked by administrator to cover classes one (1) time per semester without pay.

**10.6.2** After one (1) time, unit members at the middle and high school sites will be compensated \$40 per class.

**10.6.3** If a substitute is not available at the primary level, two (2) or more teachers will be paid at the rate of \$110 for a full-day or two (2) or more teachers will be paid at a rate of \$55 for a half-day.

**10.6.4** Teacher will receive compensation if he or /she covers fifteen (15) minutes or more of any class period.

**10.6.5** This section does not apply to the SWAP time agreed among teachers, when two teachers agree to cover each other without pay.

**10.7** Judicial Leave - Upon receipt of a jury duty notice, unit members must inform Academy administration. Unit members will receive up to three (3) paid days to respond to a jury summons.

**10.8** Military Leave - The Academy shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

**10.8.1** All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

**10.8.2** If military leave is for thirty (30) or fewer days, LALA shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use wellness days off as wage replacement during time served, provided such wellness days accrued prior to the leave.

**10.8.3** LALA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required.

## **10.9 California Military Spousal Leave**

**10.9.1** LALA shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict.

**10.9.2** To be eligible for leave, an employee must provide LALA with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

## **ARTICLE XI - Reassignments, Voluntary Transfers, Involuntary Transfers**

**11.1 Involuntary Transfers** and/or reassignments may only be made for fluctuations in grade level and/or site enrollment needs to combine, split classes, legal reasons explained to the teacher, or for filling vacancies the Academy has not been able to fill. Transfers and/or reassignments will not be implemented for disciplinary or punitive purposes.

**11.2 Vacancies** shall be flown internally ten (10) workdays during which time current bargaining unit members will be able to apply and be considered for the position before the position is flown externally and applications taken. This timeline could be waived, based on mutual agreement between the Academy and LALAU.

**11.3** Permanent employees may apply for any posted vacancy for which they are credentialed and qualified. Vacancies, which the Academy has determined to fill, shall be posted in all schools. All postings shall include the closing date for filing applications. The closing day for current employees shall be no less than ten (10) calendar days after posting. During the summer the Academy will update its job line whenever a vacancy is to be posted. The Academy is free to

hire outside candidates, but only after the Academy employees have received priority consideration.

**11.4** Requests for transfers will be considered applying the following criteria in order of preference:

**11.4.1** Educational needs of the Academy and/or affected school sites

**11.4.2** Qualifications and experience of the candidates

**11.4.3** Any other relevant information which has previously been brought to the attention of the unit member

**11.4.4** Time served with the Academy

**11.4.5** Upon request, unsuccessful applicants will receive a written statement of the reasons for non-selection.

**11.5** **An Involuntary transfer** may be initiated in order to fulfill specific educational needs, as a response to enrollment changes, or as part of an effort to assist or remediate an affected teacher. Involuntary transfers shall not be made for reasons that are arbitrary, capricious or unlawfully discriminatory.

**11.5.1.** Upon request, teachers selected for involuntary transfer shall be notified of the reasons therefore in writing

**11.6** Unless there is a remedial need for reassigning a specific teacher, site administrators will first seek qualified volunteers for reassignment and review the same criteria that apply to requests for voluntary transfer, if the site administrator determines that there are no qualified volunteers, he/she may make an involuntary reassignment based upon the criteria applicable to involuntary transfers.

**11.6.1** Unit Members shall not be involuntarily reassigned more than once in a three (3) year period.

**11.6.2** All reassignments are governed by and subject to the unit member's legal requirements.

**11.7** Initial assignments are within the sole judgment and discretion of the Academy. The Academy will make every effort to notify a teacher in advance of a transfer or reassignment.

## **ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURE**

**12.1** For the purpose of this Agreement, a Grievance is defined as any complaint of dispute arising out of the interpretation or application of a specific Article and Section of this Agreement.

**12.2** A grievance may be filed by a teacher and/or the Union. If the Union files the grievance, the adversely affected teacher(s) shall be identified.

**12.3** Nothing in this Agreement shall prevent a teacher from resolving any problem consistent with this Agreement with or without the presence of a Union representative.

**12.4** A grievance as defined in Section 1, shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step One of the Grievance Procedure within fifteen (15) **workdays** after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the employee of the Academy first became aware, or should have become aware, of the circumstances giving rise to the grievance :

**12.4.1** Step One: Any employee covered by this Agreement, and the appropriate Union Representative shall present his or her grievance to the employee's designated principal. To be timely and properly filed, a grievance must be presented in writing to the designated principal within fifteen (15) workdays after the occurrence of the facts or circumstances constituting the grievance arose. The grievance document shall clearly indicate that the matter is a grievance and shall identify the Article(s) and Section(s) of the Agreement at issue. The principal will hold a meeting within ten (10) workdays after receiving the grievance consisting of the Union Representative and/or the affected employee. The principal shall give a written response to the Union Representative within ten (10) workdays after the meeting was held. Provided, however, that failure to provide such a response within ten (10) workdays shall not constitute admission of merits of any timely grievance, but merely shall automatically advance the grievance to the next step.

**12.4.2** Step Two: If the grievance is not resolved at Step One, the grievance shall be presented by the Union Representative to Executive Director within ten (10) workdays after the principal's response or failure to so provide. Within ten (10) workdays of receiving the Step two grievance the Academy may conduct a meeting which may be attended by the Union Representative and the affected employee. Within ten (10) workdays after the meeting is held or after the Step Two grievance was received if no meeting is held, the Academy shall notify the designated Union official of its decision in writing. Provided, however, that failure to provide such response within ten (10) workdays shall not constitute admission of merits of any timely grievance, but merely shall automatically advance the grievance to the next step.

**12.4.3** Step Three: If the grievance is not resolved at Step 2, the Union of the Academy shall, if at all, within ten (10) workdays after receiving the Step 2 response or failure to so provide, file the grievance for binding arbitration with and pursuant to the rules of the Federal Mediation and Conciliation Service ('FMCS') with a copy of such demand simultaneously provided to the other

party. The jurisdiction of the arbitrator shall not exceed those subjects identified in the original Step One grievance document.

**12.5** (a) The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have the authority only to decide disputes concerning the interpretation or application of the specific Section(s) and Articles(s) of the Agreement listed in the Step One grievance document to the facts of the particular grievance presented to him or her and shall be without authority to decide matters specifically excluded or not included in this Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration. The Arbitrator may not issue any award which provides any monetary remedy that includes any time period prior to which the grievance was filed in a timely manner.

**12.5.1** Should the Union want employees to be witnesses at any arbitration hearing, the Academy may stagger the release of employees so as to not interfere with operations.

**12.5.2** The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law.

**12.5.3** The Arbitrator's decision and award shall be issued to the parties with thirty (30) days of the close of the arbitration hearing.

**12.5.4** The cost of the arbitration, which shall include the fees and expenses of the Arbitrator, shall be borne equally by the parties, however, each party shall be responsible for its own costs of presenting the arbitration, including the costs of any fees for their own representatives.

**12.5.5** It is expressly agreed by and between the parties that should the Union, its officers, representative, agents, members or teachers covered by this Agreement engage in any action in violation of Article XIII- No Strike, the Academy shall not be required or in any way be obligated to comply with Article XII – Grievance Procedure until such time as the unlawful actions cease. During such time, all grievances will be held in abeyance.

**12.5.6** Upon mutual consent, grievances of the same nature involving multiple teacher may be considered as one grievance.

**12.5.7** It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the parties agree otherwise in writing.

**12.5.8** Records of the grievance process shall be kept in a special file, not the employee's personnel file.

**12.5.9** No reprisals of any kind will be taken by the Academy against any grievant, any party of interest, any bargaining unit member, the Union, or any other participant in the grievance procedure by reason of such participation.

**12.6** Failure of a teacher or the Union to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties.

**12.7** Terminated teachers disputing the grounds of their termination will be required to file their grievances in the initial instances at Step Two.

**12.8** –A waiver of the time limitations by either the Academy or the Union in one or more instances shall not be considered by an arbitrator in determining arbitrability when raised by the Academy in a subsequent arbitration.

**12.9** For the purposes of computing time under any of the provisions of this Article, “days” shall mean calendar days, including weekend days and holidays, but excluding all days during Winter, Spring or Summer Break.

## **ARTICLE XIII - NO STRIKES-BOYCOTTS/NO LOCKOUTS**

**13.1** The Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, will not directly or indirectly, engage in, authorize or threaten any strike during the term of the agreement.

**13.2** The Union shall immediately take all prompt and effective measures to prevent and stop any acts described in Section 1 of this Article.

**13.3** Any employee who engages in any conduct which violates the provisions of this Article shall be subject to discipline.

**13.4** The Academy will not lockout employees during the term of this Agreement.

## **ARTICLE XIV - ORGANIZATIONAL SECURITY, AGENCY FEE AND MAINTENANCE OF MEMBERSHIP**

### **14.1 Dues Deduction**

**14.1.1** The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Union. The Academy shall deduct other voluntary payments as authorized by unit members and the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Union to the Academy, shall be increased or decreased without resolicitation and authorization from unit members.



**14.1.2** Any unit member who is a member of the Union or who has applied for membership, may sign and deliver to the Academy an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Union. Pursuant to such authorization, the Academy shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. Deductions for 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.

**14.1.3** With respect to all sums deducted by the Academy pursuant to Section-14.1.1 above, the Academy agrees to remit such monies promptly to the Union accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

**14.1.4** The Union shall indemnify the Academy and all persons acting on behalf of the Academy against any legal responsibilities, to pay money or otherwise, of any form whatsoever, including costs for legal representation of the Academy or persons acting on behalf of the Academy, arising, directly or indirectly, from Academy's compliance with the in Article IX. Should it be necessary for the Union to indemnify the Academy, the Union and the Academy shall mutually select appropriate Counsel.

**14.2** Maintenance of Membership - The Union and the Academy agree that any unit member who is a member of the Union at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30 day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Union with a lump sum cash payment of dues for the year, the Academy shall deduct membership dues as provided in Education Code Section 45601 and in the same manner as set forth in Sections 14.1.1 and 14.1.2 above.

## **ARTICLE XV - MANAGEMENT RIGHTS**

**15.1** It is understood and agreed that the Academy retains all of its powers and authority to direct, manage and control its operations to the full extent of the charter school law and the regulations of a 501.C3 California corporation. Input from the staff will be considered and decisions will be derived in a collaborative model; however, final decisions will rest with the Board. Included in, but not limited to, those duties and powers are the right to:

- Determine the school intention and overall program design as described in the charter;
- Establish educational policies with respect to admitting students;
- Determine staffing patterns and design;
- Determine the number of personnel and kinds of personnel required;

- Ensure the rights and educational opportunities of all students;
- Maintain Board operations; move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue.

**15.2** The exercise of the foregoing powers, rights authority, duties, responsibilities by Academy, the adoption of policies, rules, regulations and practices in furtherance thereof, and The use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**15.3** The Union understands that in the formative years of a school certain leeway and flexibility is necessary to build it. The Academy recognizes that for it to succeed the Academy and the Union must maintain fluid communication and a willingness to work out issues and concerns with students' interests at the basis of each decision.

## **ARTICLE XVI - LEGALITY/STABILITY OF AGREEMENT**

**16.1** If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect. It is further agreed that within ten (10) days of receipt of notification of a court's decision invalidating any provision(s) of this Agreement, negotiations shall commence regarding matters related to such provisions(s). Likewise, should any provision of this Agreement be invalidated or otherwise rendered unenforceable by any enactment of legislation, the parties will institute negotiations on such amendment(s) within ten (10) days of the effective date of the statutory change.

**16.2** No agreement, understanding, alteration or variation of any term of provision of this Agreement shall bind the Academy and the Union unless made and executed in writing by the Academy and the Union.

**16.3** The failure of the Academy to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Academy to future performance of any such term or provision.

**16.4** -This Agreement shall prevail over any Academy practices and procedures and over applicable law, to the extent permitted by law.

**16.5** It is agreed by and between the parties that other working conditions (e.g. leave) contained in the scope of bargaining shall remain at the same level as they currently exist for bargaining unit members. No changes shall be made in these items unless negotiated between the parties.

**ARTICLE XVII.- NON-DISCRIMINATION**

The Board shall not discriminate against any bargaining unit member on the basis of race, color, creed, age, gender, national origin, political affiliation, domicile marital status, sexual orientation, disability, membership or participation in the activities of an employee organization.

**ARTICLE XVIII. - EXECUTION OF AGREEMENT**


Agreement having been reached between the Academy and the Union, the parties hereby memorialize and execute this contract on the day below by their proper officers and duly designated representatives.

**FOR THE LOS ANGELES LEADERSHIP ACADEMY:**

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Name (sign and print)	Title	Date
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**FOR THE LOS ANGELES LEADERSHIP ACADEMY UNITED, CTA/NEA**

	Kiri Clayton	President	9/23/21
Name (sign and print)	Title	Date	

**EXHIBIT A**

**2021-2024 Salary Schedule**

**EXHIBIT B**  
2020-2021 Academic Calendar