

TENTATIVE AGREEMENT

**BETWEEN
EL CAMINO REAL ALLIANCE
&
UNITED TEACHERS LOS ANGELES
TO SETTLE 2024-2027 NEGOTIATIONS**

February 16, 2025

This Tentative Agreement is made and entered into this 16th day of February 2025 by and between the Governing Board of El Camino Real Alliance, which operates El Camino Real Charter High School ("ECRA") and United Teachers Los Angeles (UTLA). ECRA and UTLA have met and negotiated in good faith and have completed their negotiations for this 2024-2027 Agreement. This Agreement is the successor to the parties' 2021-2024 Agreement and is the final resolution to all matters associated with that Agreement.

A. Collective Bargaining Agreement Articles: With respect to the Articles that were the subject of negotiations, the parties hereby agree as follows:

1. ARTICLE I – AGREEMENT

Amend Section 1.2 to provide for a three (3) year closed contract from July 1, 2024 to June 30, 2027.

2. ARTICLE IV – UNION RIGHTS

Status quo; no change.

3. ARTICLE IX – DISCIPLINE AND PERSONNEL FILES

Status quo; no change.

4. ARTICLE XII – LEAVES OF ABSENCE

Status quo; no change.

5. ARTICLE XVII – COMPENSATION

See tentative agreement, attached hereto as **Attachment A**, which includes the following for current employees:

a. 2024-2025 Compensation:

- i. *Teachers ("T" and "L" Tables):* On-schedule pay increase of eight percent (8%) retroactive to July 1, 2024;
- ii. *Nurses:* Placement on a new five (5) year table ("N" Table), which includes an on-schedule pay increase of fifteen percent (15%) over status quo retroactive to July 1, 2024;

- iii. *School Psychologists*: On-schedule pay increase of ten percent (10%) retroactive to July 1, 2024,
 - iv. *One-Time Bonus*: All unit members will receive a one-time bonus of three and one-half percent (3.5%) of their regular salary (inclusive of the on-schedule increases noted in subparagraphs “i” through “iii,” specified above) payable within thirty (30) days of final ratification of this Agreement;
- b. 2025-2026:
 - i. *Teachers (“T” and “L” Tables)*: On-schedule pay increase of seven percent (7%) as follows: four percent (4%) effective July 1, 2025, and another three percent (3%) effective January 1, 2026;
 - ii. *Nurses (“N” Table)*: On-schedule pay increase of fifteen percent (15%) as follows: nine percent (9%) effective July 1, 2025, and another six percent (6%) effective January 1, 2026;
 - iii. *School Psychologists*: On-schedule pay increase of ten percent (10%) as follows: six percent (6%) effective July 1, 2025, and another four percent (4%) effective January 1, 2026
 - c. 2026-2027: All unit members will receive an on-schedule pay increase of three percent (3%) effective January 1, 2027.
 - d. Non-Precedent Setting Side Letter for SDC Stipend: Effective July 1, 2024 through June 30, 2027, all unit members assigned to teach four (4) or more Special Day Classes shall receive a non-precedential stipend of \$1500 per semester upon completion of the semester. See **Attachment B**.

6. ARTICLE XXVIII – HEALTH & WELFARE

- a. See tentative agreement, attached hereto as **Attachment C**, which updates the plans available to unit members and other employees. The proposal also extends retiree dental coverage to include the more costly Delta Dental PPO plan.
- b. Non-Precedent Setting Side Letter for Reimbursement of Health and Welfare Benefits for Dependents of Retirees: As a temporary retirement incentive, the parties agree that the parties will enter into a side letter agreement whereby ECRA will provide non-precedential partial reimbursement to retirees to supplement the premium costs for fifty percent (50%) of the additional cost of insuring dependent children up to the age of twenty-six (26), only where the employee announced an intent to retire and provided a written non-revocable resignation to Human Resources prior to April 15. The side letter will not set a precedent and will expire on its own terms on June 30, 2027.

7. ARTICLE XXI – STUDENT DISCIPLINE, PROPERTY LOSS, AND LEGAL SUPPORT

Clarification regarding the type of past student misconduct for which the School is required to provide notification to teachers. **Attachment D**.

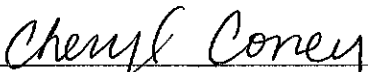
- B. Withdrawal of Unfair Labor Practice Charge: UTLA agrees to withdraw and request that PERB dismiss with prejudice its unfair practice charge, Case No. LA-CE-6967-E within thirty (30) days of full ratification of this Agreement.

C. **Cessation of Strike:** UTLA agrees to suspend the current strike upon ratification of this Agreement by its members pending final ratification by the Board.


D. **No Reprisals:** UTLA and ECRA recognize that unit member employees had difficult personal choices to make with respect to the participating in the recent strike, and therefore agree that neither party will retaliate against any employee based on the personal decision to participate or not participate in the strike that began on February 10, 2025.

SUBJECT TO FINAL RATIFICATION OF THE PARTIES:

For UTLA:



Cheryl Coney, Executive Director



Meredith Schafer, Research Director

2/16/25
Date

2/16/25
Date

For ECRA:



David Hussey, Executive Director

2/16/2025
Date

TENTATIVE AGREEMENT

ECRA / UTLA

February 16, 2025

ARTICLE XVII – COMPENSATION AND SALARY POINT CREDIT

17.1 Compensation:

17.1.1 The salary schedule is set forth in **Appendix A**. For newly hired employees, initial placement on the salary schedule shall be based on verifiable, credited years of experience and semester units as set forth in section 17.2 below.

- a. ~~Retroactive to July 1, 2021, the certificated salary tables (T) & (L) shall be increased by four percent (4%) for all unit members employed on or after the date of ratification. In addition, a four percent (4%) one-time off-schedule increase for 2021-2022, will be paid in two (2) equal installments (on December 15, 2021 (or within thirty (30) calendar days following ratification, whichever is later) and May 15, 2022), based on eligible compensation earned, to unit members in active employment on those respective dates.~~

2024-2025 Compensation:

- i. Teachers (“T” and “L” Tables) will receive will receive on-schedule pay increases of eight percent (8%) retroactive to July 1, 2024;
 - ii. Nurses will be placed on a new five (5) year table (“N” Table) with on-schedule pay increase of fifteen percent (15%) over status quo retroactive to July 1, 2024;
 - iii. School Psychologists will receive an on-schedule pay increase of ten percent (10%) retroactive to July 1, 2024.
 - iv. One-Time Bonus: All unit members will receive a one-time bonus of three and one-half percent (3.5%) of their regular salary (inclusive of the on-schedule increases noted in subparagraphs “i” through “iii,” specified above) payable within thirty (30) days of final ratification of this Agreement
- b. ~~Effective July 1, 2022, the certificated salary tables (T) & (L) shall be increased by another two percent (2%). In addition, a three percent (3%) one-time off-schedule increase for 2022-2023, will be paid in two (2) equal installments (December 15, 2022 and May 15, 2023) based on eligible compensation earned, to unit members in active employment on those respective dates.~~

2025-2026:

- i. Teachers (“T” and “L” Tables): On-schedule pay increase of seven percent (7%) as follows: four percent (4%) effective July 1, 2025, and another three percent (3%) effective January 1, 2026;
- ii. Nurses (“N” Table): On-schedule pay increase of fifteen percent (15%) as follows: nine percent (9%) effective July 1, 2025, and another six percent (6%) effective January 1, 2026;
- iii. School Psychologists: On-schedule pay increase of ten percent (10%) as follows: six percent (6%) effective July 1, 2025, and another four percent (4%) effective January 1, 2026
- c. ~~Effective July 1, 2023, the certificated salary tables (T) & (L) shall be increased by two percent (2%).~~
2026-2027: All unit members will receive an on-schedule pay increase of three percent (3%) effective January 1, 2027.
- d. ~~Effective July 1, 2021 (prior to any pay increased set forth in sub-sections a. through c., above) the salary tables will be restructured as set forth in Appendix A.~~

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

17.2 Initial Rating-In

Credit for prior years’ experience for placement on the salary schedule for unit members new to ECRA shall be granted as follows:

17.2.1 Unit members serving under regular credentials who are assigned to positions on the salary table shall be allocated as follows:

- a. Certificated experience under contract at a U.S. public accredited ~~K-7-12~~ K-12 school: a maximum of nine (9) years (Step 10) is creditable.
- b. Certificated experience under contract at a U.S. private accredited ~~K-7-12~~ K-12 school: a maximum five (5) years is creditable.
- c. Other teaching experience, including but not limited to Peace Corps ~~or certificated experience under contract at a US public or private accredited K-6 school~~ is creditable in discretion of ECRA up to a maximum of two (2) years.
- d. Teaching/service year is defined as working at least 75% of the instructional year from July to June.
- e. Initial column placement on the **Teacher (T)** table ~~and Nurses (N)~~ table shall be determined using the above criteria from the following table:

<u>Years of Experience</u>	<u>Step</u>
0	1

<u>1</u>	<u>2</u>
<u>2</u>	<u>3</u>
<u>3</u>	<u>4</u>
<u>4</u>	<u>5</u>
<u>5</u>	<u>6</u>
<u>6</u>	<u>7</u>
<u>7</u>	<u>8</u>
<u>8</u>	<u>9</u>
<u>9 or more</u>	<u>10 maximum</u>

f. For the School Psychologist and Nurse Salary Table, a maximum of five (5) years is creditable.

17.2.2 Allocation to Intern (L) Salary Table:

Unit members serving under alternative credentials (including but not limited to interns) shall be allocated to the Intern Salary Table as follows:

Initial column placement shall be determined using the criteria in Section 4.1 from the following table:

<u>Years of Experience</u>	<u>Step</u>
<u>0</u>	<u>1</u>
<u>1</u>	<u>2</u>
<u>2</u>	<u>3</u>

17.3 Salary Step Advancement

17.3.1 An employee not on the maximum step of the schedule shall receive a step advancement effective at the beginning of the employee's regular annual assignment basis. The employee must have been in active service for seventy-five percent (75%) of workdays during the previous school year.

17.3.2 Eligibility for Career Increments

An employee being paid on the maximum Step and/or Schedule of the salary table is eligible for a career increment as soon as the requirements set out below are met:

- a. (T) Table: To be eligible for the first career increment, the employee must have met step advancement requirements for five years (steps 10 - 14) while allocated to the maximum schedule (+98 units) of the salary table.
- b. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.
- c. To be eligible for the third career increment, the employee must have been paid on the second career increment for five years while meeting step advance requirements.
- d. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance

requirements.

17.4 Salary Schedule Advancement:

- 17.4.1 Salary schedule advancement is based on semester units (or the quarter unit equivalent of semester units) for undergraduate or graduate level courses, taken at accredited colleges or universities, which are directly related to subjects commonly taught at ECRA or as part of a broader education program such as BTSA, first aid, CPR, etc.).
- 17.4.2 Classes taken at a community college must be UC/CSU transferable.
- 17.4.3 Other coursework (including LAUSD courses and distance learning program) will not be given credit unless authorized and approved in advance. (status quo)
- 17.4.4 The employee must provide transcripts showing a grade of at least “C,” “Pass,” or better.
- 17.4.5 Salary point credit for repeat coursework shall not be allowed unless five (5) years have passed since the course was originally taken.
- 17.4.6 Credit will not be given where the course was taken during paid time or where ECRA paid the tuition and/or costs.
- 17.4.7 Credit will not be given for coursework completed prior to the earning of a Bachelor’s degree, nor for professional development projects, travel, or work experience. As an exception, ECRA will give credit to pre-Bachelor's degree coursework towards the earning of a preliminary credential in a CTC-accredited blended program, in which the unit member earns their Bachelor's degree and teaching credential upon graduation from the program, or if such pre-Bachelor units are later applied towards an earned graduate degree. In such circumstances, only coursework units explicitly identified as credential or graduate degree requirements shall be credited. It is the employee's responsibility to provide the required evidence to the School.

17.5 National Board Certification (NBC) Differential:

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

- 17.5.1 Each qualified employee in permanent or probationary status shall receive compensation at their daily rate for actually working a number of additional days/hours up to 7 ½ % of their work year (up to 92 hours), or a percentage thereof, as compensation for additional hours of activities pre-approved by ECRA, and shall also receive a differential of seven and one-half (7 1/2%) percent per year, for a total of up to 15% increase in compensation. Teachers must keep track of their hours on the form provided by ECRA and promptly

turn it in to their supervising administrator upon completion of each pre-approved activity not later than the first week of the following month and will receive compensation for the additional hours on their next end-of-month paycheck; any hours submitted after the first week of the following month shall not be compensated. Teachers must work in the classroom for a minimum of 60% of the day or four periods to earn 100% of the 15% increase in compensation.

- 17.5.2 Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher (or three out of six periods) will receive 50% of the 15% -- or 50% of the 7 1/2% for holding the certification and 50% of the 7 1/2 % for completing 46 required additional hours of work.
- 17.5.3 Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate, satisfactorily fulfill their assigned duties, and timely report such duties (as provided above).
- 17.5.4 ECRA and UTLA agree to meet and negotiate regarding any position for which the NBPTS creates an NBC after the expiration of this agreement. Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and ECRA. One additional committee member may be appointed by mutual agreement of the committee.

17.6 Payroll Errors:

17.6.1 Salary Overpayments:

For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, the normal limit on repayment deductions will be \$200 per pay period or twelve (12) equal installments whichever is greater. However, in such cases the repayment may be accelerated upon termination of paid status. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment may be as much as the entire amount. In such cases, however, ECRA will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

17.6.2 Salary Underpayments and Correction:

If ECRA fails to issue a scheduled regular pay warrant, or makes an error of \$300 or more due to problems involving assignment, time reporting, payroll processing or the like, the error will be corrected within 24 hours. If the error is less than \$300, payment will be made within three (3) business days.

17.6.3 Limitations Upon Recovery:

Any payroll or other salary errors claimed by an employee against ECRA in a timely manner as provided in the grievance procedure of this Agreement, shall be corrected retroactively up to a maximum of three years from the date

of claim. In the event of an error in favor of an employee, ECRA shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

17.7 Mandatory Professional Development Rate:

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

17.8 Junior Reserve Officers Training Corps (JROTC) Employees:

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

17.9 Department Chairpersons:

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

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

ECRA Representative

UTLA Representative

Date: _____

Date: _____

EL CAMINO REAL CHARTER HIGH SCHOOL

A California Distinguished School

5440 Valley Circle Boulevard
Woodland Hills, California 91367
(818) 595-7500 TEL
(818) 710-9023 FAX

www.ecrchs.net

BRAD WRIGHT
Board Chair

DAVID HUSSEY
Executive Director

SIDE LETTER BETWEEN EL CAMINO REAL ALLIANCE & UNITED TEACHERS LOS ANGELES-ECRA REGARDING A STIPEND FOR TEACHERS OF SPECIAL DAY CLASSES 2024-2027

This Side Letter (“Agreement”) is entered into by and between El Camino Real Alliance (“ECRA”) and United Teachers Los Angeles (“UTLA”) for the 2024-2027 school years, as follows:

WHEREAS, ECRA is an independent public charter school, authorized by the Los Angeles, Unified School District (“LAUSD”), commencing operation on July 1, 2011; and

WHEREAS, UTLA is the exclusive representative of all certificated staff at ECRA, excluding day-to-day substitutes, management, confidential and supervisory personnel as defined by the EERA; and

WHEREAS, ECRA and UTLA have been operating pursuant to a Collective Bargaining Agreement (the “CBA”), which expires on June 30, 2024, and have successfully negotiated a successor CBA for 2024-2027; and

WHEREAS, there is a shortage of qualified teachers willing to teach special day classes and the Parties believe that providing a stipend will help attract qualified teachers in this critical area;

NOW THEREFORE, ECRA and UTLA do hereby agree to the following terms:

AGREEMENT:

1. Special Day Class Stipend: Effective July 1, 2024, all unit members assigned to teach four (4) or more Special Day Classes shall receive a stipend of \$1500 per semester upon completion of the semester.
2. Term: This Agreement does not set a precedent and shall expire by its own terms on June 30, 2027. The terms may be extended by written mutual agreement, but no representations have been made regarding any intention to do so.

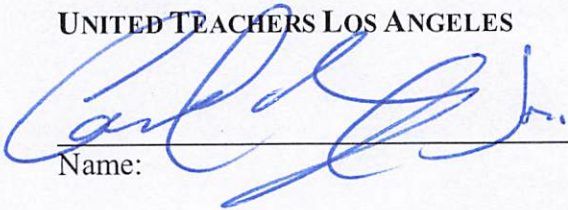
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Signatures:

The mission of ECRCHS is to prepare our diverse student body for the next phase of their educational, professional, and personal journey through a rigorous, customized academic program that inspires the development of students' unique talents and skills, builds character, and provides opportunities for civic engagement and real-world experiences.

The parties acknowledge and agree that this Side Letter is limited to the 2024-2027 school years only and that it does not set a precedent for future years.

Date: 2/27/25

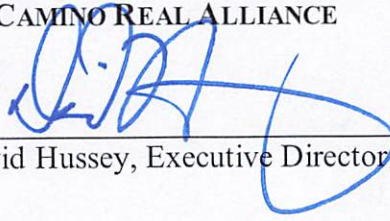
UNITED TEACHERS LOS ANGELES

Name: _____

Date: _____

UNITED TEACHERS LOS ANGELES

Name: _____

Date: 2/27/2025

EL CAMINO REAL ALLIANCE


David Hussey, Executive Director

TENTATIVE AGREEMENT

ECRA / UTLA

February 16, 2025

ARTICLE XVIII -HEALTH & WELFARE BENEFITS

18.1 Provision of Health Benefits:

18.1.1 ECRA will provide full employer-paid health and welfare benefits for the following plans to eligible employees their spouses or qualified domestic partners, and their qualified dependents as follows:

- Kaiser – High
- Anthem Blue Cross Select HMO – High
- Anthem Blue Cross PPO – Low
- Deltacare PPO 1000
- VSP Vision
- \$50,000 Group Term Life Insurance

18.1.2 Employees that select the “Anthem Blue Cross PPO = High” plan will pay the difference in excess of the “Anthem Blue Cross PPO = Low” plan.

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

18.1.4 If ECRA provides health, vision, or dental plans that are less expensive than the free options above, the employee will receive 50% of the cost difference (but ECRA may round up the employee’s rebate at its discretion).

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

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

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

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

18.2 Eligibility for Plans:

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

18.3 Retirement Benefit Coverage Plans:

18.3.1 General Principles:

ECRA is committed to maintaining a retiree health benefits program (understanding that some possible modification may need to occur for requirements regarding the eligibility of future employees in order to take into consideration the funding model and size of the School, as well as actuarial projections). To that end, ECRA has already committed funding to ensure future coverage retiree health benefits similar to or better than contemporaneous benefits offered by LAUSD to its retirees during the same time period.

18.3.2 Retiree Health Benefits – Under 65 years of age:

- Blue Cross Select HMO, Kaiser – High, or Blue Cross PPO Low,
- Note, if a more expensive plan is chosen, then the retiree must pre-pay a minimum of three (3) months in advance of the total (e.g., annual) cost difference for the entire plan year/period during open enrollment prior to the beginning of the plan year/period.

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

- Medicare Advantage Plan (only). A retiree and/or spouse who has not enrolled in Medicare by the age of 65 will not receive benefits and any such benefits will be terminated.

18.3.4 Other Retiree Benefits:

- Deltacare HMO
- Deltacare PPO 1000
- VSP Vision
- Note, if a more expensive plan is chosen, then the retiree must pre-pay a minimum of three (3) months in advance of the total (e.g., annual) cost

difference for the entire plan during open enrollment prior to the beginning of the plan year/period.

18.4 Qualified Employees and Conditions For Retiree Benefits:

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

18.4.1 Definitions and General Conditions:

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

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

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

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

- c. For “New Employees” hired after June 30, 2016 – must have at least fifteen (15) consecutive qualifying years of service from ECRCHS/ECRA.

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

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

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

18.4.4 Retirement Provisions for Employees hired on or after July 1, 2018:

For all employees hired on or after July 1, 2018, in order to qualify for retiree benefits, the employee must retire on or after the age of 62 with a minimum twenty-five (25) consecutive years of service at ECRA.

18.4.5 Notwithstanding any provision herein to the contrary, retiree benefits will be limited to the retired employee and spouse or qualified domestic partner :

18.5 Retirement Health Changes/Terminations:

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

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

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

TENTATIVE AGREEMENT

ECRA / UTLA

January 25, 2024

ARTICLE XXI – STUDENT DISCIPLINE, PROPERTY LOSS, AND LEGAL SUPPORT

21.5 Notification to Teacher Regarding Past Misconduct by Student

21.5.1 When a teacher is regularly assigned a student who during the previous three (3) years engaged in the misconduct described below (or who ECRA reasonably believes has so acted), ECRA shall ~~make a good faith effort~~ to inform the teacher of misconduct. The student misconduct which gives rise to the above notification is limited to the following actions that are related to school activity or school attendance occurring under the jurisdiction of ECRA or occurring within any other school or district:

- a.
 1. Caused, attempted to cause, or threatened to cause physical injury to another person.
 2. Willfully used force or violence upon the person of another, except in self-defense.
- b. Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless the pupil had written permission to possess the weapon.
- c. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of a controlled substance (listed in Chapter 2 of Division 10 of the Health and Safety Code, commencing with Section 11053), an alcoholic beverage, or intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell a controlled substance (listed in Chapter 2 of Division 10 of the Health and Safety Code, commencing with Section 11053) an alcoholic beverage, or intoxicant of any kind.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property.
- g. Stolen or attempted to steal school property or private property.
- h. Committed an obscene act or engaged in habitual profanity or vulgarity.
- i. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia as defined in Section 11014.5 of the Health and Safety Code.
- j. Knowingly received stolen school property or private property.
- k. Possessed an imitation firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- l. Committed or attempted to commit a sexual assault (as defined in Penal Code Section 261, 266c, 286, 288, 288a, or 289) or committed a sexual battery (as defined in Penal Code Section 243.4).
- m. Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness or both.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold prescription drugs.
- o. Engaged in, or attempted to engage in, hazing, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil, but not including athletic events or school-sancioned events.
- p. Engaged in an act of bullying, including but not limited to, bullying by means of an electronic act, directed specifically toward a pupil or school personnel.

~~any misconduct which would constitute grounds for suspension from school or expulsion.~~

21.5.2 Such notification and information shall be based upon the records ECRA maintains in its ordinary course of business or has received from a law enforcement agency.

21.5.3 Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher, and shall not be further disseminated by the teacher. Release of confidential information is in violation of this section and shall result in an investigation and, if sustained, shall be subject to discipline.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

ECRA Representative

UTLA Representative

Date: _____

Date: _____