

APPENDIX H - Election-to-Work Agreement Sample Template

Election-to-Work Agreement Sample Template **(Subject to finalization and approval)**

When hired and no later than April 15 annually thereafter, each Pilot School UTLA-represented staff person is required to sign an Annual Election to Work Agreement (EWA). The Election to Work Agreement should include the following areas included in this template. Since teachers elect or choose to teach at a Pilot School, it is essential that each school clearly outline the working conditions, terms and expectations for employment.

SCHOOL NAME: _____

SCHOOL YEAR THIS DOCUMENT IS IN EFFECT: _____

1) Introduction

I, FIRST AND LAST NAME am voluntarily electing to work at Pilot School Name I am signing this Election to Work Agreement to indicate that I understand and agree to the following terms and conditions of my employment.

Pilot School Name is under the Pilot Schools program described in the negotiated Agreement between the Los Angeles Unified School District and United Teachers Los Angeles (Memorandum of Understanding between LAUSD and UTLA). I shall continue to receive, at a minimum, the salary and all health and welfare benefits set forth in the Agreement. However, I may receive a non-uniform salary pursuant to Government Code 3543.2(e).

Other terms and conditions of my employment will be determined by Pilot School Name and its Governing School Council, rather than by the Agreement. While not attempting to be exhaustive, this Election-to-Work-Agreement states the more important terms and conditions.

2) Salary, benefits, seniority and membership in United Teachers Los Angeles' (UTLA) bargaining unit

I shall continue to be a member of the United Teachers of Los Angeles bargaining unit. If am hired as a teacher, I will receive the salary and benefits established in the UTLA Contract, Article XIV.

I shall continue to be subject to the rights, protections, obligations and duties applicable to certificated employees under the California Education Code, including, but not limited to, the membership in the State Teachers Retirement System. I shall continue to accrue seniority as provided in the California Education Code.

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I shall continue to attain and maintain “status and classification” as set forth in the California Education Code (e.g., temporary, probationary, permanent, substitute, intern, etc.).

3) Terms of employment

- *Include the length of the instructional day, school day and workday*
- *Include the length of the instructional year and work year and school calendars*
- *Include the following language at the end of this section:*

In addition, supplemental hours and tasks necessary to complete the mission of the [Pilot School Name](#) may be required.

4) Responsibilities

- *List all job responsibilities*
- *Include the following language at the end of this section:*

Other duties assigned by the Administrator.

5) Performance Evaluation

I shall continue to be subject to the following provisions of the Agreement: Evaluation (Article X), Peer Evaluation (Article XXVII, Section 3.2(e)) and Discipline (Article X), and Peer Assistance and Review (Article X-A)

- *Pilot Schools may choose to develop additional teacher evaluation measures that will enhance the pilot school. If applicable, please include.*

6) Dispute Resolution

The following Articles of the Agreement shall continue to apply to me and shall be subject to the Grievance provisions of the Agreement.

- Leaves (Article XII)
- Reduction in Force (Article XIII)
- Evaluation (Article X), Peer Evaluation (Article XXVII, Section 3.2(e)) and Discipline (Article X)
- Peer Assistance and Review (Article X-A)
- Dues Deduction (Article IV-A)
- Safety (Article XXXVIII)
- Holidays (Article XVII) (9 legal holidays, 8 winter recess holidays and 5 spring recess holidays)
- Election of Chapter Chair (Article IV, Section 8.0(a) through (c))

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All other matters shall not be subject to the contractual Grievance provisions and, instead, are subject to review, etc. exclusively through the Internal Appeals Process. Not receiving an EWA is not subject to the Internal Appeals Process.

7) Release from the School

I may request a voluntary transfer to another school at the end of any school year or choose not to sign the Election-to-Work Agreement by April 15th. I understand that, similarly, _____ [Pilot School Name](#) may decide not to offer me a position and the Election-to-Work Agreement for an upcoming school year, in which case I will be placed into a vacancy for which I am qualified at a school within the geographic area in which [Pilot School Name](#) is located, or if no such vacancy exists, transferred to another geographic area.

8) Dismissal

I will be subject to dismissal from the Los Angeles Unified School District in the same manner as other UTLA-member employees of my status who are not working at a Pilot School.

9) Signatures

By signing this document, I acknowledge that I have read all the provisions of this Election-to-Work Agreement and that I agree to all its terms.

Employee Name / Employee #

Date

Principal

Date