

UNITED TEACHERS LOS ANGELES
Bargaining Proposal
September 15, 2017

ARTICLE I - RECOGNITION

- 4.0 The Unit: Pursuant to applicable California statutes and regulations, UTLA has been certified as the exclusive representative for the following employees of the District:

Included: Certificated employees, except those excluded in Section 1.1 who are in the broad classification of Teacher; Instructor; Library Media Teacher; counselor; Adviser; Audiologist; Audiometrist; Hygienist; Non-Classroom Assignment, Preparation Table; Non-school Assignment, Preparation Table; Nurse; Optometrist; Psychologist; Social Worker; Teacher-Adviser; Teacher-Counselor; Therapist; or Driver Safety Instructor.

Proposal: The parties shall agree to revise Section 1.0 of the Recognition article to accurately reflect the entire certificated bargaining unit.

ARTICLE IV - UTLA RIGHTS

- 8.0 UTLA Chapter Chairpersons: At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair (see also Section 8.3). In year-round schools UTLA may also designate one employee to serve as Chapter Chair during the periods of time when the Chapter Chair is off-track. To facilitate communication, they shall meet together with the site administrator whenever reasonably possible. At the school sites the UTLA Chapter Chair is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and the District. The Chapter Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:
- a. Upon request of an employee, have the right to represent the employee in all meetings related to employee working conditions, including but not limited to grievance meetings and meetings potentially resulting in discipline, as defined by the Educational Employment Relations Act. ~~grievance meetings as expressly provided in Article V, Section 2.0, and in meetings relating to discipline as expressly provided in Article X, Section 11.0 e.~~
 - b. When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed.
 - c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;
 - d. Have the ~~exclusive~~ right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch

period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.

- e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;
- f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).
- g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.
- h. Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;
- i. Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length. Itinerant Chapter Chairs and Substitute Chapter Chairs shall have the same rights described above for any District-wide or Local District-wide meetings convened by the District for itinerant employees and Substitute employees.
- j. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Education and UTLA), when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty;
- k. Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair; and
- l. Have the rights set forth in Article XXVII - Shared Decision Making and School-Based Management.

8.2 With regard to local site decisions which are reflected in documents forwarded to ~~regional~~ Local District or central District offices (e.g., ~~Chapter 1~~ local school budgets, changes in daily school

schedules, waiver applications, and ~~changes in school calendar such as year-round school plans~~ school conversions) the following minimum procedures shall apply:

- a. Written disclosure to the faculty of the proposed plan or change, with at least ten (10) five (5) days of review time provided, prior to the documents being submitted to Local District or central District offices ~~except in emergencies~~;
- b. Upon request, the ~~Chapter Chair~~ site administrator shall ~~have the right to~~ meet and consult with the administrator Chapter Chair regarding the content of the document(s), prior to the documents being submitted to Local District or central District offices;
- c. ~~If the document provides for a faculty signature~~, The document(s) shall include space for the Chapter Chair or designee of the Chapter Chair to sign, indicating whether the procedures set forth in a. and b. above have been followed ~~shall determine whether the document will be signed~~;
- d. The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.

Exempt from the above procedures are personal matters, confidential matters, and other matters, which do not generally involve changes in the basic working conditions of the entire faculty.

The procedures described above are the minimum requirements for Chapter Chair and bargaining unit member input on local site decisions which are reflected in documents forwarded to regional Local District or central District offices. Additional procedures may be required for more specific local school site decisions.

8.3 Itinerant Chapter Chairs

~~The District shall recognize one Chapter Chairs District-wide for each major employment category which is non-school based (one each for School Psychologists, PSA Counselors, Nurses, Itinerant Special Education personnel, Non-Public School personnel and one for all other miscellaneous classifications combined). Substitutes shall have three Chapter Chairs, one for each of the three (3) calling areas. Activities of these new Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d.~~

- a. The District shall recognize up to eight (8) Chapter Chairs District-wide for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech & Language Pathologists, Occupational & Physical Therapists, Secondary Counselors, and VAPA educators.
- b. The District shall recognize up to six (6) Chapter Chairs for Substitutes.
- c. The District shall recognize one (1) Chapter Chair District-wide for each of the other itinerant employment categories.

d. UTLA shall annually provide written notification to the District Labor Relations Department identifying the bargaining unit members serving in itinerant and Substitute Chapter Chair positions.

9.0 Committee Appointments: If the District decides that unit members are to be invited to serve on any District-wide or Local District-wide committee, it shall notify UTLA and specify the background and experience required. UTLA shall then have the right to ~~designate one-half of such employee~~ appoint and/or replace all bargaining unit representatives, and to replace those appointees.

a. ~~Except as otherwise provided in this agreement, if the District decides that unit members are to be invited to serve on any committees (described below) that are District-wide or Local District-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.~~

b. ~~UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and the District shall have the right to designate (and replace) one-half of such unit members. Unit members who are appointed to a committee by the District, rather than UTLA, are not to be considered authorized representatives for UTLA.~~

c. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, ~~if the committee includes a combination of unit members invited to serve outside their regular assigned jobs, and the District shall have the right to assign bargaining unit members assigned to the a committee as part of their regular assigned jobs, but such assignments shall not be considered the same as a UTLA appointment and bargaining unit members assigned to a committee shall not be considered a UTLA representative for purposes of the committee. the latter shall be counted toward the District's appointing authority under section b above.~~

d. These committee appointment provisions do not apply to operational working groups whose activities are part of each of the group members' regular assigned jobs.

ARTICLE IX - HOURS, DUTIES, AND WORK YEAR

3.2 EEC Teachers: Full-time Early Education Center teachers are to have a daily on-site obligation of eight hours, although it is understood that split shifts are permitted. The on-site obligation of eight hours is inclusive of a thirty (30) duty-free lunch. Also, it is understood that assignments need not be limited to one location. (See also Article XXIII, Early Education Centers).

4.0 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 include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining

appropriate records; providing leadership and supervision of student activities and organizations; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of District property, equipment, material and supplies; and attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.

Secondary counselors shall not be responsible for providing yard, lunch, before school, or after school supervision, proctoring of tests, clerical duties, class coverage, or administrative duties.

- 4.3 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. In secondary schools, under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. These meetings, including staff development meetings unless approved by a majority vote of the bargaining unit members at the school, shall ~~should not, except in special circumstances or emergencies,~~ exceed one hour in duration. Agendas for faculty meetings are to be distributed at least one day in advance, and employees shall be permitted to propose agenda items. Employees shall be permitted to participate in discussions during the meetings. If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed.
- 4.5 ~~Required Orientation Inservice for Teachers: Pursuant to California Code of Regulations 80026.5, classroom teachers serving on a full-time emergency permit initially issued after January 31, 1994 shall attend two (2) 8-hour days of unpaid orientation inservice prior to the commencement of their first full-time teaching assignment as authorized by the emergency permit. Such employees who cannot attend the required inservice prior to beginning their teaching assignment shall attend the next scheduled UTLA/District sessions for an equivalent amount of time on an unpaid basis. Emergency permits for such employees cannot be renewed unless the above orientation inservice requirements are met. Required topics for the inservice shall incorporate state requirements and District priorities. Training shall be conducted by QED-C trained personnel or other personnel using QED-C developed modules in District-wide, cluster, complex, or school meetings.~~
- 6.0 Secondary Preparation Period: Each regular full-time secondary classroom teacher (or library media teacher), including ROC/ROP teachers, shall be assigned five scheduled class periods weekly as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to Article XIV, Sections 25.0 and 28.0. In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision. Preparation periods

scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.

- 10.0 Work Year: Employees may be assigned or reassigned to any of the following bases of assignment for the following work year if notified by June 1 of the current work year, provided that such change in assignment basis shall not be made for the purpose of depriving employees of holiday or accrued vacation benefits.

ARTICLE IX-A - ASSIGNMENTS

- 1.0 ~~General: This Article is a composite of contractual items previously contained in Article IX (Hours) and Article XXXI (Miscellaneous). They have in several cases been reworded and/or placed in different order for purposes of clarity.~~

2.0 Uniform Staffing Procedures For All K-12 and Adult Schools:

a. Creation and Posting Of Matrix:

Approximately four weeks prior to the day teachers on any track or schedule finish service for the school year or four weeks before classes are selected, the site administrator shall prepare and post a District seniority list, provided by the LAUSD Human Resources Department, of bargaining unit members assigned to the school site and a matrix indicating the tentative number of classes (on each track, if multi-track) for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The site administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible (at or before the end of the track, if applicable), but not later than June 1. Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two days of preparation time, the change of assignment must affect the majority of courses taught in a secondary or adult assignment, and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time may be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administrator. In any event, however, the time must be utilized by the end of the second week of student instruction.

b. Requests:

Teachers with the specified credentials and required qualifications (“qualified”) may request assignment to their grade level (elementary), specific class(es) within a department (secondary or adult) or track (multi-track) using a ~~teacher preference form or other~~ locally determined method approved by a majority vote of the classroom teachers assigned to the school site. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

- c. Locally determined methods may include, but are not limited to:
 - 1. Preference sheets, with school principal and UTLA Chapter Chair meeting to jointly create the matrix.
 - 2. Preference sheets, with school principal and UTLA Chapter Chair meeting with each classroom teacher assigned to the school site to create the matrix.
- d. Secondary and Adult School Assignments: For employees in each secondary school and in special education, wherever located, assignment to tracks, department and classes shall be made pursuant to the following procedure.
- e. Dispute Resolution Procedure (Elementary, ~~and~~ Secondary, and Adult Track Assignments and Elementary Grade Assignments For Permanent Teachers):
 If differences arise as the result of the site administrator's assignments of permanent teachers (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure) pursuant to subsections c & d immediately above, the determination as to whether the assignment was inappropriate shall be handled under the procedures of Article V-A.
- f. Dispute Resolution Procedure (Secondary and Adult Class Assignments For Permanent Teachers):
 In the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following:
 - 1. Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.
 - 2. The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and finding.

2.1 Staffing Procedures After Initial Selection Through The Fifth Week of School or Track: The following procedures apply to staffing decisions which occur after the completion of the initial spring selection process and before norm date ~~or the end of the 5th week of school or track~~ (whichever is sooner):

- a. The principal and ~~department or grade level~~ chapter chair working together shall reasonably determine who will fill the opening or vacancy.
- b. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs.
- c. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment.

- d. If a change in assignment results in grade level, subject, and/or room change, the teacher shall receive, upon request, up to two days in paid status as preparation for the assignment.

4.0 Determination of Whether There Shall Be Coach, Coordinator or Dean Positions at School Sites:

- a. Prior to this determination, the coach, coordinator or dean job description and differential (if any) shall be posted at the school.
- b. ~~With respect to regular program dean positions, determination as to whether there shall be such a position shall be made by the school site administrator.~~
- c. With respect to categorically funded coach, dean or coordinator positions, determination as to whether there shall be such a position is to be made by appropriate statutory site councils. With respect to coordinator positions in the Adult Education Division, determination of whether there shall be such a position at a school shall be made by the Assistant Superintendent for the Adult Education Division. That determination shall be reached after submission of a joint recommendation made by the Principal and the Chapter Chair, or individual recommendations in the event that they do not agree to a joint recommendation. As the Assistant Superintendent makes that determination, he or she shall respond in writing to each of the recommending parties. The following mandated subject areas in Adult Education may have full time coordinators: Elementary Basic Skills (Academic); Secondary Basic Skills (Academic); English as a Second Language, Citizenship, Parent Education, Programs for Older Adults, Programs for Disabled Adults, Vocational Education, Home Economics and Health. In Regional Occupational Centers and Programs (ROC-ROP), departments large enough to warrant a full time coordinator may have full time coordinators.
- d. With respect to regularly-funded coach, coordinator, or dean positions, determination of whether there shall be such a position shall be made by a majority of the votes cast by bargaining unit members, at the school location, in an election limited to that purpose.
- e. Any claims alleging violation of the above procedures shall be subject to the alternate grievance procedures of Article V-A.

5.0 Required Elections of School-site Coaches, Coordinators and Deans:

Elections for the positions of ~~full-time~~ coach, coordinator or dean shall be conducted in the late spring prior to the preparation of the matrix of classes ~~pursuant to Sections 6.0 and 7.0 below.~~

Elections are required for coach, coordinator and dean positions in the following circumstances:

- a. The position must be paid on the Preparation Salary Table;
- b. ~~The position must be full-time. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full-time by a single funding source and has now been converted to two or more positions, the resulting part-time coordinators shall also follow the selection process in 6.0);~~

- c. The position does not involve carrying a rollbook; and
- d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.
- e. Elections are not applicable to supplemental coordinators such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.

5.1 Job Description and Eligibility for School-Site Election of Coaches, Coordinators and Deans:

- a. Job descriptions for any specially funded coach, coordinator and dean positions shall be determined in the appropriate school-wide plan and/or by the appropriate funding source prior to the election. Prior to the election, job descriptions for other coaches, coordinators and deans shall be reasonably determined by the school site administrator, and notice of the available positions and job description shall be shared with the employees of the site.
- b. The site administrator shall request that any eligible candidate for a coach, dean or coordinator position submit a statement of interest. If fewer than two (i.e. zero or one) statements of interest are received from employees assigned to the school or location, the request for submission of statement of interest may be directed throughout all or part of the District.
- c. To be an eligible candidate, a teacher must have permanent status, and must have received a “meets standard” performance ratings in her/his last evaluation. and, in the immediately preceding four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act.
- d. An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment.
- e. ~~Election procedures for coordinators and deans differ, as described below.~~

6.0 Coordinator Selection Procedure at School Sites:

- a. ~~The site administrator shall select one eligible candidate from among the candidates who submitted a statement of interest, to serve in each available coordinator position. The site administrator shall then make public the names of the candidates who submitted statements of interest, and the name of the candidate selected to serve.~~
- b. ~~Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator candidate selected by the site administrator. The election shall be jointly supervised and conducted by the site administrator and the chapter chair. Each employee’s vote shall be proportionate to the number of hours/days the voter is assigned to the school site. At those school locations where there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator position is to serve.~~

e. ~~Post Election Procedures:~~

- ~~1. If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)~~
- ~~2. If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% – 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school or 72 hours in a multi-track school. The site administrator and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year.~~
- ~~3. If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two member team from the District/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.~~

~~d. With respect to Adult Education Programs at any branch locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site. Elections shall be conducted on the basis of one vote per teacher. A teacher working in more than one location, may vote at each location.~~

~~1. Coordinators in programs which are funded by an outside agency or through performance based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency.~~

~~2. A certificated SIS Coordinator in Adult School shall be subject to confirmation elections.~~

7.0 Coach, Coordinator, and Dean Election Procedures at School Sites:

- a. ~~The school site administrator shall determine whether or not a Dean position shall be established at the school. Bargaining unit members at the school location shall annually elect, in the Spring prior to the preparation of the matrix, all bargaining unit member coaches, coordinators, and deans from among the qualified candidates who submitted statements of interest.~~

Each vote shall be proportionate to the number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast.

- b. At those school locations where there are both magnet and regular programs, each dean shall be elected annually by the bargaining unit members of any program they serve.
- c. These elections are to be supervised jointly by the site administrator and chapter chair.
- d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A.

These procedures also apply to Coach, Coordinator, and Dean elections in Adult Education, except that elections shall be conducted on the basis of one vote per teacher assigned to the school site.

8.0 Filling Vacancies After Norm Day:

If a vacancy occurs in a coach, dean or coordinator position after norm day or the end of the fifth week of the semester or track, whichever is sooner, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester or track. Prior to the next semester or track, the election procedures for coaches, coordinators, and deans described in this article ~~in~~ Section 6.0 (coordinators) and 7.0 (deans) above shall be utilized to fill the position for the next semester or track. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment.

9.0 Five-Year Out-of-Classroom Assignment Limitations at School Sites:

At school sites, there is a five-year limit on out-of-classroom assignments such as coaches, coordinators and deans, but excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule. Also exempt from the five-year rule are (i) employees whose assignment requires direct instruction to or supervision of students at least 50% of the time, and (ii) an employee who is named in a continuing grant and whose compensation is at least 50% funded by that grant.

- a. Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term.
- b. Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 6.0 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment.
- c. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.

12.0 Request for Assignment for Unit Members Reporting to Health and Human Services:

A request form for unit members reporting ~~to the~~ Health and Human Services is included in this Agreement as Appendix C. If a request is not granted, the unit member shall receive written reasons for this ~~action~~ denial upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

ARTICLE IX-B - PROFESSIONAL DEVELOPMENT

- 1.0 Purpose and Goals: Regular Quality professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be is essential to improving public education and educating the whole student. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of the District. ~~At its best,~~ Affording all educators equitable access to quality professional development and continued learning throughout their careers is part of the District's duty and obligation. Professional development and continued learning must be ~~is~~ grounded in the instructional goals and programs of the District and the school, the best practices of successful teachers, and the everyday needs of students ~~and teachers,~~ educators, and communities. ~~While no professional development program will accomplish all goals for all participants,~~ It is agreed that all professional development programs and activities — whether designed and/or delivered by the Central District, a Local District, or the local school — should seek to achieve the following goals, as applicable:
- a. Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and District mandates, standards, initiatives and/or priorities;
 - b. Be appropriately responsive to the site's needs assessment and/or evaluations of similar programs offered in the past;
 - c. Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
 - d. Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
 - e. Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;
 - f. Be intellectually engaging and reflect the complexity of the teaching and learning processes;
 - g. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.

- 2.0 Banked Time for Professional Development: **See Article IX, Section 3.1**, for the minimum on-site obligations relating to the banked time accumulation and schedule. The following terms are intended to facilitate professional development in grades 1-12 and in full-day kindergarten (a.m.-p.m. schedules usually preclude mandatory participation in the banked time program):
- a. Professional development “banked” time programs and activities shall be scheduled for Tuesdays throughout the District;
 - b. In elementary schools, grades 1-5/6 and in full-day kindergarten, such time shall total 1560 yearly minutes and shall be accumulated by increasing instructional time by nine minutes per day in 180-day schools and ten minutes per day in 163-day schools. Students will be dismissed 60 minutes earlier than normal dismissal time on 26 designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;
 - c. In secondary schools, grades 6/7-12, such time shall total 1260 yearly minutes and shall be accumulated by increasing instructional time by seven minutes per day in 180-day schools and by eight minutes per day in 163-day schools. Students will be dismissed 90 minutes earlier than normal dismissal time on fourteen designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;
 - d. The required number of yearly instructional minutes remains the same as without banked time, and there are no changes in the length of the teacher’s minimum daily on-site obligation;
 - e. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;
 - f. In middle schools, established Common Planning Time shall be separate from, and not scheduled on the same days as, banked professional development time (unless approved by the faculty, the principal, and the Local District Superintendent);
 - g. Faculty meetings (**see Article IX, Section 4.3**) are not to be conducted on banked professional development time; and professional development meetings on banked time do not count toward the permitted number of meetings under **Article IX, Section 4.3**; and
 - ~~h. One-half All of the annual total of banked professional development time shall be dedicated to programs or activities (including teachers working with one another and with site administrators to improve instruction) which are determined at the school site by the Local School Leadership Council pursuant to **Article XXVII, Section 2.4**. Any such program or activity, including transportation, must be cost neutral to the District. The other half of annual banked professional development time shall be dedicated to programs and/or activities determined by the District, acting through the site administrator, the Local District or the Central office.~~
- 3.0 Professional Development Advisory Committee: In order to ensure effective input from UTLA and certificated staff in the development and implementation of the District's staff development programs, there shall be formed a Professional Development Advisory

Committee (PDAC). The PDAC shall meet at least once a month during the school day, with District provided release as needed, to review, discuss and provide recommendations to the Superintendent or designee regarding the development and implementation of the District's professional development programs, and to facilitate school site participation. The PDAC composition and responsibilities shall be as follows:

- a. Each party may appoint up to ~~eight (8)~~ four (4) members to the PDAC ~~for the purpose of representing each local district~~. In addition, there shall be one member designated by the Superintendent and one designated by the UTLA President. The Superintendent's designee shall serve as Chair of the Committee.
- b. The Committee shall have the following responsibilities in its role as advisor to the Superintendent or designee:
 - (i) Work collaboratively, with input from both UTLA and the District, to co-sponsor district-wide professional development.
 - (i)(ii) Jointly review, evaluate and provide recommendations concerning any current or proposed District-initiated professional development programs and activities;
 - (ii)(iii) Jointly propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose; and
 - (iii)(iv) Jointly review and provide recommendations concerning the professional development calendar for the year.
 - (iv)(v) Jointly review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing of ~~Verification Process for Special Settings (VPSS) certification under the requirements of the No Child Left Behind statute.~~ required certifications.
 - (v)(vi) Jointly review and provide recommendations concerning the professional development aspects of the Instructional Coaching program, including matters such as Instructional Coach training, utilization, and program evaluation.
- c. In addition to the foregoing, the function, purpose and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:
 - (i) Professional development shall be grounded in data and the instructional goals, pedagogy and programs of the District and the school.
 - (ii) The PDAC shall develop and compile information regarding best practices and successful models for the delivery of professional development programs irrespective of content.

- (iii) The PDAC shall develop and compile procedures and instruments for the assessment of professional development programs, including for individual programs and annual evaluation of such programs.
- (iv) The information, procedures and instruments referred to above are intended to assist schools with delivering effective professional development according to research and evidence-based practices that will be most effective for each school and will enhance student achievement.

d. The PDAC shall provide recommendations regarding the following: ~~agree on the maximum number of UTLA and District representatives for Local District Professional Development Advisory Committees (LDPDACs). The purpose and function of the LDPDAC shall be to provide recommendations regarding the following:~~

- (i) In collaboration with the local district leadership team, provide assistance, resources, suggestions and support to their local schools in making the most effective data based professional development decisions.
- (ii) Evaluate data and assessments of professional development and use this information to make recommendations regarding future professional development activities and delivery models to the local schools.

~~e. The PDAC shall have the responsibility for ensuring that the LDPDACs are acting in a manner consistent with the concepts and guidelines set forth herein.~~

4.0 Program Evaluation: At the conclusion of each professional development program, activity or session conducted (whether initiated by the District, the Local District or by the site), the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. Whoever was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results, and distribute same to the Local School Leadership Council (if the program was provided at the school), the working committee which has responsibility for the subject matter, and the Professional Development Advisory Committee through designated District staff.

5.0 Common Planning: ~~for Middle Schools: The District and UTLA agree to use the State-recommended text (currently "Taking Center Stage: A Commitment to Standards Based Education for California's Middle Grades Students"), as the basis for the Common Planning activities of middle school teachers in the District.~~ Common Planning is to be provided when the teachers share assignments or organizational structures (such as Small Learning Communities, Houses, Departments, or Teams) or when other program considerations (such as bilingual instruction or the implementation of new programs) suggest that doing so would encourage professional collaboration, and when the requisite approvals have been attained. The participating teachers shall plan the content and activities for Common Planning, for administrative review.

6.0 Teacher Professional Development Projects: Three bargaining unit members shall be selected by UTLA for the purpose of working collaboratively with the District on identified professional development projects. Two existing bargaining unit members shall continue in

their current positions working with the National Board Certification (NBC) program and Point Credit/New Teacher Academy until expiration of their five year term unless extended by mutual agreement. The newly established third position will also work in the area of professional development. The supervision and evaluation of the above three employees and a determination of their responsibilities shall be determined by the Superintendent and the UTLA President or their designee.

ARTICLE X – EDUCATOR DEVELOPMENT, SUPPORT, AND EVALUATION

5.0 No change

- Effective July 1, 2018, the Teacher Learning Framework shall no longer be used as the basis for evaluation of certificated bargaining unit members.
- Effective July 1, 2018, the California Standards for the Teaching Profession shall be used as the basis for evaluation of certificated bargaining unit members.

ARTICLE XI - TRANSFERS

1.3 ~~Compliance with SB 1665 (Scott Bill): Notwithstanding any other provision of this Agreement:~~

- ~~a. All voluntary transfers of teachers to a K-12 school ranked in deciles 1 to 3, inclusive, on the Academic Performance Index shall comply with section 35036 of the Education Code.~~
- ~~b. No priority will be given to a request for a voluntary transfer by a certificated person after April 15 of the school year prior to the school year in which the transfer would become effective if other qualified applicants have applied for positions requiring certification qualification at the receiving school.~~

Health and Human Service Professionals/Itinerant Educators:

- a. For the purpose of itinerants, “transfer” refers to an employee or administrative initiated change in school assignment or program within one’s unit. Transfer may also refer to an employee initiated request for assignment within one’s class code resulting in a change of basis.
- b. For transfers resulting in a change of basis where interviews are being held for positions, an interview panel including 2 district appointees and 3 UTLA appointees shall jointly chair the panel and have final decision making.

2.0 Administrative Transfers: The District may, for any reason not prohibited in the balance of this Article (including the incorporated Appendices) transfer employees when such action is deemed to be in the best interest of the educational program of the District. ~~Whenever possible,~~ The employee shall be notified and counseled regarding the transfer, and written reason(s) for such transfer shall, upon the employee's request, be supplied to the employee.

Under no circumstance shall an employee be subject to an administrative transfer for arbitrary, capricious, or discriminatory reasons.

6.0 Displacement - Over-teachered Schools: An over-teachered condition exists when there are more qualified teachers than positions at a school or within a program or subject field at a school, or when a program or subject field is reduced, eliminated or moved from a school. When an over-teachered condition exists, the following procedures below shall apply. No displacements based on over-teachered conditions shall occur after Norm Day, herein defined as the last instructional day of the fifth week from the beginning of each school year.

a. The local school leadership council administrator shall reasonably determine whether and in what program/subject field the over-teachered condition exists and shall inform the faculty of the number of positions being eliminated. (~~Note Article XVIII, Sections 1.1 to 1.3~~)

b. An employee may agree volunteer to be displaced when an over-teachered condition exists. Such displacement ~~requires the concurrence of the employee and the current principal~~, may be effected without a current transfer request on file, and shall not affect the employee's right to request a subsequent transfer. Such displacement carries no right to return to the home school. Such a teacher must accept all conditions for displacement and assignment which would have applied to other teachers being displaced.

c. In elementary schools and programs such as Early Education Centers, Development Centers and ungraded programs, all teachers in the program at the site shall be deemed a single group for displacement purposes. In secondary schools, and in Special Education wherever located, displacement shall be by program/subject field and the program or subject field in which a teacher is considered for displacement purposes shall be the one in which the teacher has taught for the major portion of teaching time during the employee's most recent six semesters of regular classroom teacher experience. Within the above categories of employment, when there is an over-teachered condition, the teacher with the least District seniority (see Section 6.2 below) will be displaced ~~unless it is reasonably determined at the discretion of the immediate administrator that such teacher possesses special instructional skills or qualifications needed by the pupils and the educational program at the school and not possessed by another teacher available to fill the need.~~ Additional provisions for Special Education teachers are set forth in paragraph j. below. In a secondary school or program, if the least senior teacher in the over-teachered subject field has at least ten years of District seniority, the teacher shall be permitted, upon request, to change subject fields and thereby cause the displacement of another teacher in the other subject field who has at least five years less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:

(1) ~~Must have taught in the second subject field the equivalent of at least six periods during the most recent six semesters without having received a Notice of Unsatisfactory Service or a below standard performance evaluation;~~

(2) Either possesses the requisite specified subject credential or a general secondary credential with a college major or minor or an advanced Degree in the second subject field.

~~(3) Passes the District's examination in the second subject field, if requested by the administrator.~~

- d. District identified disabled teachers assigned to facilities designed for the purpose of accommodating a District identified disability will not be displaced except where the teacher may be displaced to another facility which may reasonably accommodate the identified disability.
- e. (Hold)
- f. Bilingual teachers teaching in Bilingual Master Plan programs (See Article XI-B) are exempted from displacement, provided they possess Bilingual Certificate of Competence, or "A" Level (high level of proficiency in conversation, reading and writing), or the "B" Level (high level in conversation, satisfactory in reading and writing).
- g. Where displacement is required by this Section but each of the teachers within the applicable subject field or elementary school group is exempt from displacement by virtue of some other provision of this Section, the teacher with the least District seniority will be reassigned to another school in the same geographic area.
- h. Part-time contract employees described in Article XIII, Section 1.2 (as distinguished from teachers on Half-time Leave and Reduced Workload Leave) shall have no transfer rights. In regard to displacement, such teachers shall have no seniority rights. ~~and they shall be retained at a school where a full-time teacher is displaced only when the part-time teacher possesses special instructional skills or qualifications needed by the pupils and the educational program in the school not possessed by a teacher who would be available to fill the need.~~
- i. In Special Education, the least senior teacher in the over-taught subject field shall be permitted, upon request, to change subject fields at the site within Special Education and thereby cause the displacement of another teacher in the other subject field who has less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:
 - (1) Possesses the requisite specified subject credential in the second subject field.
 - ~~(2) Must have taught, or practiced, in the second subject field or program without having received a Notice of Unsatisfactory Service or a Below Standard Performance Evaluation; and~~
 - ~~(3) Must, in the reasonable judgment of the site administrator, be qualified to teach in the second subject field or program.~~

In addition, a displaced Special Education teacher may be reassigned to an opening outside of Special Education at the same site, but only if the displaced teacher is properly credentialed and previously served in the regular non-Special Education program at that same site immediately prior to taking the Special Education assignment.

- j. After one calendar year, the displaced Special Education teacher who was so reassigned shall have return rights to a Special Education opening at the site for which the teacher is qualified.
- k. Counselors possessing a teacher credential and having served more than 50% of their assignment as a counselor during the past 39 months will for the purpose of displacement be considered within the group of counselors that do not hold teaching credentials.
- l. For purposes of this article and the potential displacement of an employee based on an over-taught condition, all programs at a school shall be considered part of one program if there is only one principal at the school.

6.1 Displacement - Non school-based Support Service Personnel and Driver Safety Instructors:
 In any situation where a unit of geographic area or office-based support service personnel or ~~Driver Safety Instructors~~ is deemed over-staffed, displacement and transfer to another geographic area or office shall be by District seniority ~~unless the responsible administrator determines that a special need exists analogous to 6.0e.~~

7.1 Teachers on the district-wide transfer list shall be transferred in accordance with Article XI, Section 15.

12.0 Return Rights

a. Displaced teachers who fit into the following categories shall have return rights as set forth below:

(1) A teacher displaced from a school between the end of one semester and the fourth week of the next semester shall be returned to the school from which displaced if by the end of the fourth week, a vacancy occurs (based on the classification report) for which the displaced teacher is the most senior displaced "match" by reason of same subject field or grade (K-6). If such displaced teacher is not a "match", the teacher may nonetheless be returned to a vacancy in a different subject under the above circumstances if the teacher's credential permits.

~~(i) the teacher's credential permits~~

~~(ii) the teacher has some teaching experience in the subject during the preceding six semesters, and~~

~~(iii) the site administrator reasonably concludes that such a return is in the best interest of the educational program.~~

(2) A teacher displaced as a result of a school closure decision, reconfiguration, boundary change, or other action pursuant to Section 17.0 of this Article shall upon application be returned to the school from which displaced if before the end of the fourth week of the following fall semester a vacancy occurs for which the displaced teacher is the most senior displaced "match" by reason of the same subject field or grade level (K-6); if not a "match", the teacher must meet the criteria in (1) ~~(i) (a) and (b) and (e)~~ above.

~~13.0—Voluntary Continuous Service Transfers, K-12 Program:~~

~~13.1—Teachers with permanent or continuing status may apply for transfer under this section if either:~~

- ~~a.—The teacher has, for at least eight consecutive years immediately preceding the proposed date of transfer, served at one or more locations currently designated as a Title I or Urban Impact I School, or~~
- ~~b.—The teacher has, for at least four consecutive years immediately preceding the proposed date of transfer, served at a location not currently designated as Title I or Urban Impact I but is willing to transfer to a Title I or Urban Impact I school.~~

~~For the purposes of this section, a year is defined as 134 days of service. Time spent on formal leaves shall not count as time served, but shall not constitute a break in service.~~

~~13.2—Application forms will be available on February 1 and must be filed by April 1 at an office designated by the District. Applications are valid for transfer for the following school year only (July 1 through June 30).~~

~~13.3—Transfer applicants must make themselves available for transfer to at least two geographic areas by ranked preference, but may make themselves available for transfer to more than two areas.~~

~~13.4—A Continuous Service Ranked Eligible List will be established by May 1 each year for each of the two categories identified in 14.1 above. Eligibility rank will be based solely on years of continuous service at qualifying locations as defined in 13.1 of this Section, with District seniority used to break ties. Applicants will be considered for transfer in rank order from each of the two lists. However, eligibility rank is subject to revision to comply with Section 1.2 of this Article.~~

~~13.5—Seventy five applicants shall be transferred from category~~

- ~~(a) in 13.1 and 75 shall be transferred from category~~
- ~~(b) provided there are sufficient eligible applicants.~~

~~13.6—By May 1, the District shall establish and post in a conspicuous place in the Certificated Placement and Assignments Office a list of schools with "known vacant positions" as defined in Section 12.1 above.~~

~~13.7—Through May 15, interviews for positions are optional and may be initiated by applicants (who are placed on a Continuous Service Ranked Eligible List), by principals, or by the Personnel Division.~~

~~13.8—Between May 15 and June 1, applicants on the Continuous Service Ranked Eligible Lists who have not been placed by May 15 shall be offered assignment by the District ("must place") to a school in one of the geographic areas specified in the application. Where~~

~~necessary, displacements shall be made to accommodate applicants on the two Continuous Service Ranked Eligible Lists, except at UCTP locations. All placements and displacements shall conform to the following:~~

- ~~a. The District shall analyze both the applicants and the known vacancies in terms of credential, subject field, grade level (K-6), and skills in an effort to find "matches" of vacancies and applicants, and place eligible teachers in such known vacancies prior to the use of displacement.~~
- ~~b. If there is no vacancy remaining for an eligible teacher in any one of the requested geographic areas, the District shall displace a teacher whom it has determined to be a "match" pursuant to the provisions of Section 6.0 of this Article.~~

~~13.9 The following procedures govern offers of transfer:~~

- ~~a. A teacher has up to 5 (five) calendar days from the date of the offer in which to irrevocably accept or reject transfer.~~
- ~~b. If an applicant refuses an offer of assignment (except a temporary assignment under 13.10 below) or fails to respond within the ten calendar days, the application will be voided for that school year.~~
- ~~c. If a teacher accepts an assignment, then later declines or cancels for any reason, the teacher is subject to transfer to that assignment. The waiting period to apply again under the Continuous Service Transfer program shall be as stated in Section 13.1.~~
- ~~d. The District shall continue to make offers of transfers up to and including June 25 in order to transfer 75 teachers from each category. Immediately after June 25, the District shall supply UTLA with lists of employees transferred pursuant to this section.~~

~~13.10 Assignments made to locations identified under 11.1b or 11.1e above may be temporary. In such cases the employee will be advised at the time of offer that the assignment is temporary in nature.~~

~~13.11 An eligible teacher transferred pursuant to this section shall not be subject to involuntary displacement from the new assignment for three school years, except those teachers in temporary assignments made under 14.10 above. However, those on temporary assignments shall be guaranteed retention in the geographic area for a minimum of three years. Time spent on leaves shall be counted toward this exemption, except time spent on formal leaves of absence as the result of an unprovoked act of violence (Special Physical Injury Leave) or a bonafide Industrial Injury or Illness Leave that does not exceed 60 working days.~~

~~13.12 No transfer shall be made under this section which causes a school on the receiving end of a transfer to become racially/ethnically imbalanced within the meaning of the Teacher Integration Program, Appendix B, Article XI, Section 6.0, or which adversely affects Rodriguez compliance.~~

~~15.0 Transfer Assignment Priority: Except where otherwise provided in the Agreement, teachers shall be transferred to schools with known vacant positions (Article XI, Section 12.0) for~~

which they are qualified by credential, subject field(s), grade level (K-6) and skills, ~~in the following group order of priority using the following principles and procedures:~~

- ~~a. Teachers covered by medical or hardship exemption (Article XI, Section 8.0) and guaranteed Continuous Service Transferees (Article XI, Section 12.0).~~
- ~~b. Certain teachers with return rights limited to:
 - ~~(1) Those teachers displaced between the end of one semester and the beginning of the next semester [Article XI, Section 12.0 (1)].~~~~

The District shall make a reasonable effort to accommodate employee assignment requests, with a primary objective of placement in the same Local District as their previous assignment or a geographically contiguous Local District.

- a. The District shall place teachers covered by a medical or hardship exemption in accordance with Article XI, Section 8.0.
 - b. No later than April 1 of each school year, the District shall post lists of current and anticipated vacancies, and lists of currently displaced teachers. Both lists shall be sorted by geographic area and credential authorization(s).
 - c. Teachers and schools will be encouraged to contact one another regarding interviews and selection for placement by mutual consent.
 - d. In anticipation of an eventual mandatory placement, teachers may inform the District of their preferences for assignment by area and/or school.
 - e. During the second week of June of each school year, the District shall coordinate mandatory assignment of remaining displaced teachers to appropriate remaining vacancies. The District shall make a reasonable effort to accommodate employee assignment requests, with a primary objective of placement in the same Local District as their previous assignment or a geographically contiguous Local District. During this period, teachers may decline one (1) such assignment, provided that an appropriate alternative opening exists.
 - f. The mutual consent process described in b-c above shall be repeated through the month of July.
 - g. The mandatory placement process described in paragraphs d-e shall be repeated through the month of August and continue up to Norm Day, as defined in Article XI, Section 6.0.
 - h. After Norm Day of each school year, the District shall coordinate the mandatory assignment of remaining displaced teachers to appropriate remaining vacancies. Teachers may decline one (1) such assignment for strictly geographical reasons, provided that an appropriate alternative opening exists at that time.
- ~~(2) Those teachers displaced as a result of a school closure decision, reconfiguration, or boundary change [Article XI, Section 12.0a (2)], and~~

~~(3) — Teachers returning to classrooms from non-classroom assignments (Article XI, Section 12.0 b.).~~

~~Teachers assigned to a school that is being converted to a Los Angeles Learning Center or a Charter School who do not wish to remain at such school may opt out by indicating so no later than May 15. Such teachers may take advantage of any transfer rights they may have under the Agreement or will be transferred to a vacancy at a school within the geographic region in which the present school is located, or if no such vacancy exists, shall be transferred to another geographic area.~~

- ~~d. — Teachers transferred either as a result of having opted out of the Year Round School Program (Article XI, Section 17.0) or Magnet School, or out of the EIS program (Article XI, 7.0 b) and unassigned teachers displaced from closed schools (Article XI, Section 16.0);~~
- ~~e. — District Wide Transfer List. Displaced teachers (Article XI, Section 6.0, 7.0) and teachers returning from leaves with no right to return to a specific location (Article XI, Section 7.0a.)~~
- ~~f. — Probationary contract waiver teachers, Section 7.5 of this Article.~~
- ~~g. — Teachers transferred under the Voluntary Teacher Initiated Transfer Program, Section 5.0.~~
- ~~h. — Teachers returning from Charter School Leave.~~
- ~~i. — Teachers newly hired.~~

~~18.0 — School Conversions: Prior to submitting an alternative program of choice conversion plan, including but not limited to a Magnet School or Magnet Center, to the LAUSD Board of Education for approval, a vote of the certificated bargaining unit staff assigned to the school shall be conducted by a UTLA representative, as appointed by the UTLA President. The vote shall be conducted by secret ballot and all certificated bargaining unit staff assigned to the school shall be eligible to vote. A vote of support by 67% of those certificated bargaining unit members assigned to the school shall be required for submission of the conversion plan to the Board of Education.~~

~~18.1 — If a school or part of a school is to be converted from a traditional program to an alternative program of choice, including but not limited to a Magnet School or Magnet Center, all full-time certificated bargaining unit employees at the school shall have a right to assignment at the converted school and shall not be required to reapply for assignment to the school after conversion. Employees that do not wish to stay at the school shall be eligible for voluntary transfer, pursuant to the terms of Article XI, Section 5.0.~~

ARTICLE XI-B - MASTER PLAN PROGRAM

Master Plan Program is defined as Dual Language, Maintenance, Transitional and English Immersion or equivalent, heretofore known as Master Plan Program.

1.0 Minimum Requirements for Participation in the Master Plan Program: The District shall determine from time to time (a) whether and to what extent a given school is to participate in the District's Master Plan Program; (b) the levels of skills and training required in order to be eligible to participate in the Master Plan Program at any given location; and (c) whether any individual employee meets those program requirements.

~~1.1~~ In order to be considered eligible to participate in the Master Plan Program, all employees ~~except those with~~ shall have a bilingual authorization, A level fluency, CLAD or equivalent, certification DHH credential, or ASLPI Certification, including all those in special education as provided in Section 3.1 through 3.11. ~~as defined in Section 3.1 are required to have successfully completed a minimum of 4 semester units (as defined in Article XV) of coursework in language development methods and culture, either through District training resources or through District approved university coursework. This same coursework will normally prepare the employee for passage of the State administered BCLAD methodology and culture of emphasis test components and eligibility for receipt of the \$540 stipend (\$270 for each component) incentive of Section 2.0 of this Article; but even if the BCLAD test component is not taken or is not passed, completion of the coursework is essential. Coursework completed under the previous bilingual plan (or passage of the BCC culture and methodology test components) counts toward this requirement.~~

1.2 In order to permit employees who have not yet met this requirement to participate in the Master Plan Program, the time to do so, there shall be a two-year grace period for each employee. At the conclusion of the two-year period an employee who has not satisfied the above ~~coursework~~ requirement will be deemed ineligible for further participation in the Master Plan Program.

~~2.0~~ Culture and Methodology Incentive Stipends: Teachers who are monolingual or are not fluently bilingual have a role within the Master Plan Program. The following stipends (one-time incentive payments) will be offered to all qualified K-12 and pre-kindergarten employees serving in Master Plan programs, to promote the acquisition of training leading to successful passage of each of two State administered examination components (culture of emphasis and methodology) of the BCLAD Examination. All participating Master Plan employees, including monolingual teachers, are eligible for these stipends. The stipends total \$540 for each employee as follows:

2.0 Coverage for Master Plan Programs: When certificated coverage is provided to teachers in a Master Plan program by substitutes, coaches, coordinators, etc. for IEP's, assessments, PD release, etc., such coverage shall contribute to the 50% work requirement to qualify said employees with the appropriate credentials, for a differential.

a. ~~A stipend of \$270 per component shall be paid for verification of successful passage of each of the two BCLAD/ examination components (culture of emphasis and methodology). This stipend applies to Master Plan employees who at any prior time passed the BCLAD/BCC examination component(s).~~

b. ~~Those who immediately qualify for a differential under Section 3.0 below and who have previously passed the two examination components shall have the first \$540 received under the differential program deemed to be compensation for their prior passage of the~~

~~two required components. Those who have received stipend payment for passage of the two components, and who then subsequently qualify for any of the differentials described in Section 3.0 below, shall have their prior \$540 stipend payment deemed to be an advance on their first differential payment.~~

- ~~e. Those who possess A-level language proficiency, and are participating in a Master Plan Program, but have not yet passed one or two of the required examination components, will be permitted to commence receipt of the differentials described in Section 3.0 below, but such employees must verify passage of the two examination components within two years of commencing receipt of the differential in order to retain their salary differential (Section 3.0 and 3.3c below) beyond that grace period date.~~
- ~~d. Restoration of Eligibility for A-Level Differentials: A-level employees who become ineligible for further differential payments because of not having passed both the culture and the methodology exams as set forth in Section 2.0c and 3.3b may become eligible again in the differential payment cycle following the one in which they verify passage of the required component(s), providing all other requirements are met.~~

3.0 Master Plan Salary Differentials: ~~Effective July 1, 2001, Any teacher employee who has ever received a BCLAD/BCC and or A-Level differential through the Master Plan Program, at anytime during their LAUSD career shall, if still qualified, during the period from April 1, 1998 through June 30, 2001 shall, if qualified (see Sections 3.1–3.7), be eligible to receive the following annual maximum differentials if assigned to and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency appropriate credential as provided in section 3.1 through 3.11. Fifty per cent (50%) of the annual bilingual differentials will be paid each semester. Employees in a Model A program are not eligible for a bilingual differential~~

CHART #1 REVISED – CHART #2 UNDER SECTION 3.0 IS DELETED

<u>CERTIFICATION/FLUENCY</u>	<u>PROGRAMS</u>	<u>AMOUNTS</u>
BCLAD/BCC/DHH or equivalent	Dual Language, Maintenance, Transitional	\$5,000
BCLAD/BCC/DHH or equivalent	El at beginning through intermediate advanced levels or equivalent	\$3,000
A-Level Fluency/ASLPI Certification	El at beginning through intermediate advanced levels or equivalent	\$3,000
HHS Special Education/BCLAD	50% or more services provided to Els in their primary language	\$5,000
HHS Special Education/BCLAD	Less than 50% of services provided to Els in their primary language	\$3,000
Non-Classroom, Itinerant, or Non-School Employees	50% or more services provided to Els in their primary language	\$5,000
Non-Classroom, Itinerant, or Non-School Employees	Less than 50% of services provided to Els in their primary language	\$3,000
Substitutes with BCLAD/BCC	100 days or more in a DLP, maintenance, or transitional classes	\$5,000

Substitutes with BCLAD/BCC	50-99 days or more in a DLP, maintenance, or transitional class	\$3,000
English Only Team Teacher in Dual Language Program	Dual Language	\$3,000

~~* As used throughout this Article, the term "CAP Receiver" or "PHBAO/CAP Receiver" is intended to refer solely to those schools, which are designated, as part of the Student Integration Plan, to receive LEP-ELL students transported from overcrowded PHBAO schools.~~

~~Newly hired teachers with a district hire date on or after July 1, 2001 and current teachers who did not receive a BCLAD/BCC and/or A-Level differential during the period of April 1, 1998 through June 30, 2001, shall, if qualified (see Sections 3.1–3.7), be eligible to receive the annual maximum differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and/or A-Level Fluency. Fifty per cent (50%) of the annual bilingual differentials will be paid each semester. Employees in a Model A program are not eligible for a bilingual differential.~~

~~As provided in Section 2.0, the first \$510 allocated to each employee who qualifies for the above differentials shall, on a one-time basis, be dedicated to payment of the \$510 total (or \$255 per component) culture and methodology incentive stipends. By the same token, employees who would otherwise qualify for the above differentials, but have not yet passed the two required culture and methodology components, will have the first \$510 (or \$255) of differential payment withheld pending passage of the tests.~~

- 3.1 Qualifications for BCLAD/BCC-Level Salary Differential: To qualify for the BCLAD/BCC-level differential as set forth in Section 3.0 or in the ESL differential of Section 3.4c, employees must meet the qualifications of Section 3.4 and also must possess and have registered, prior to assignment to the Master Plan Program, one of the following credentials:
- a. Bilingual/Cross Cultural Specialist Credential or equivalent;
 - b. Multiple Subjects Teaching Credential with Bilingual Cross-cultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis or equivalent;
 - c. Single Subject Teaching Credential with Bilingual Cross-cultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis or equivalent;
 - d. Bilingual Certificate of Competence (BCC) or equivalent;
 - e. Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Certificate or equivalent;
 - f. Bilingual Certificate of Assessment Competence or equivalent (only for school psychologist and speech and language teachers);
 - g. Deaf or Hard and Hearing Credential.

- 3.2 Qualifications for Alternative Certification Employees: Alternative certification employees, including but not limited to those who hold an emergency permit, pre-intern, university, or district Intern certificate, waiver, exchange or sojourn credential will be eligible for a bilingual differential only at the A-level rate, providing they have District A-level proficiency and meet all other requirements relating to that differential category, including those in an alternate pathway to BCLAD or Bilingual emphasis credential or equivalent.
- 3.3 Qualifications for A-Level Salary Differential & ASLPI Differential:
- a. To qualify for the A-Level differential, as set forth in Section 3.0 employees must possess and have registered, prior to assignment to the program evidence of passage of the District Fluency Examination at A level, or evidence of passage of the BCLAD/BCC language component. A-level employees must also meet the qualifications as set forth in Sections 3.3b and 3.4.
 - b. A-level teachers must, within two years of commencing receipt of the differential, verify passage of the two BCLAD/BCC or equivalent test ~~components (culture and methodology)~~ as set forth in Section ~~2.0e~~ 1.2.
 - c. For special provisions relating to certain Secondary Teachers of ESL classes see 3.4c. below.
- 3.4 Additional Qualifications for Both BCLAD, BCC, DHH, and ~~Level~~ and A-Level Salary Differentials in a Master Plan Program:
- a. Elementary teachers must, ~~in a Waivered to Basic, Dual Language, or Model B program,~~ deliver an appropriate ~~Master Plan Program~~ of instruction on a daily basis using the primary language of the LEP-EL students whose number must be a minimum of ~~one-third~~ fourth of the total classroom enrollment, or when providing instruction to any percentage of newcomers. The differential shall be pro-rated in the case of part-time assignments and for those assigned more than 20 days but less than a semester.
 - b. Secondary teachers must, ~~in a Waivered to Basic, Dual Language or Model B program,~~ provide appropriate instruction on a daily basis using the primary language of the EL students for a minimum of three academic instructional periods a day in which classes are comprised of 25% or more EL students and/or any percent of newcomers in order to receive the full differential. If any students leave during the semester and any percentage of ELs/newcomers remain, the teacher will continue to be eligible for a differential. The differential shall be pro-rated for those assigned fewer than three qualifying periods and for those assigned more than 20 days but less than a semester. ~~In a secondary Waivered to Basic or Model B academic period, if one or two students of the total enrollment are not identified as English Language Learners, the teacher shall not lose eligibility for a differential.~~ If students ~~re designate~~ reclassify during the semester and remain in the classroom, the teacher shall remain not be deemed ineligible for a differential. In the event that ~~more than two students are not identified as English Language Learners and an employee is deemed results in non-eligible-eligibility~~ for a differential, the affected employee can request a review process pursuant to section 4.0 below.

- c. The foregoing notwithstanding, Secondary BCLAD/BCC, DHH, or equivalent, and A-level, and ASLPI teachers, who are available to teach classes in the primary languages of EL students, but who have instead been assigned to ESL classes for a minimum of three instructional periods a day, shall be eligible for a salary differential which is to be 50% of the differential they would receive if they were assigned to teach classes in the primary language. This differential shall be pro-rated as provided in Section 3.4 b above.
- d. Special Education (elementary and secondary) teachers must meet the qualifications as set forth above and provide appropriate Master Plan services for a minimum of fifty percent (50%) of the employee's work day. The corresponding pro-ration rules shall apply.
- e. ~~Pre-kindergarten~~ ETK and Transitional Kinder teachers must meet the qualifications for elementary teachers as set forth above to receive a differential.
- f. A substitute with a BCC/BCLAD or A Level who provide instruction in a class requiring that authorization, and provided 100 days of service will receive \$5,000. Service provided for 50-99 days will receive \$3,000.

~~3.5 Non Classroom, Itinerant, or Non School Employees, and Health and Human Services Employees: Effective July 1, 2001, Any non-classroom, Itinerant or non-school employee or who had received a BCLAD/BCC and/or A-Level differential during the period from April 1, 1998 through June 30, 2001 shall, if qualified (see Sections 3.1—3.7), be eligible to receive the following differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-level Fluency:~~

Eliminate Chart

~~A newly hired non-classroom, Itinerant or non-school employee with a district hire date on or after July 1, 2001, shall, if qualified (see section 3.1—3.7), be eligible to receive the following differentials if assigned and delivering appropriate Master Plan Program instruction requiring the BCLAD/BCC and or A-Level Fluency:~~

Eliminate Chart

- a. Non-classroom* employees serving at a single school location must provide appropriate service on a daily basis in the primary language of the ELL students participating in a Master Plan Program for a minimum of fifty percent (50%) of the employee's work day.
- b. Itinerant employees serving at multiple locations shall be eligible for a pro-rated combined ~~(all District amount plus PHBAO/CAP Receiver)~~ amount as follows:
 - (1) First, calculate the percentage of the employee's total work assignment ~~which is in PHBAO/CAP Receiver schools~~ (e.g., if 4 out of 5 days, the factor would be 80%). In order to qualify for any differential, this factor establishes the maximum differential possible. ~~The non-PHBAO/CAP Receiver services are not to be considered further, regardless of their nature.~~

(2) Next, calculate the percentage of the ~~PHBAO/CAP Receiver~~ services which are rendered to EL students/ parents and which require utilization of the students' primary language. The employee is responsible for maintaining accurate daily records (logs, contact forms, etc., as directed) and preparing appropriate and accurate summary reports documenting the nature and extent of such services. The records must reflect the language status of the person served, and the length of time the employee utilized the primary language. These records and reports are subject to supervisory approval and subsequent audit. Services to EL persons, which do not require utilization of the primary language, do not count toward this calculation. If the factor calculated pursuant to this paragraph is 50% or more, the employee shall receive the percentage of the differential established in paragraph 1 above.

c. Non-school employees must participate in the Master Plan Program and utilize the primary language for a minimum of fifty percent (50%) of their workday. Calculations for these employees shall be determined pursuant to paragraph b. above.

3.6 Date of Eligibility for Salary Differentials: Employees who meet the qualifications for salary differentials as of Norm Day of each semester, and who thereafter continue in the same assignment, shall be paid the appropriate differential. Employees who meet the qualifications after Norm Day and who thereafter continue in the same assignment, shall be paid the appropriate differential upon verification of eligibility. Such differential payments shall be subject to pro-ration, as set forth above. Whenever a school becomes newly eligible for the salary differential program, the eligible employees shall immediately become subject to the salary differential, consistent with the above pro-ration rules.

~~3.7 Condition Precedent: Payment of the PHBAO/CAP Receiver portion of the Master Plan salary differentials is contingent upon State funding reimbursement (at the 80% level) through an approved expansion of the District's State-mandated Student Integration Program. In the event that any costs do not so qualify the program may be suspended or terminated immediately, and the program shall immediately be subject to reopened negotiations.~~

3.8 The District and the UTLA Article XXX Bilingual Subcommittee shall continue to discuss issues and concerns related to the Master Plan including classroom organization, at least six time a year.

3.9 Committee Review: The existing District Bilingual Ad Hoc Committee shall review The Master Plan and create a method of evaluating the effectiveness of The Plan. The Committee will jointly determine the details of the review and evaluation. A joint report completed by the District and UTLA of the outcome of this review and evaluation shall be completed and distributed to the District and UTLA.

3.10 Availability of Competency Exams: The District and the UTLA Article XXX Bilingual Subcommittee shall collaborate to provide opportunities for individuals to take the District fluency exams that are necessary to comply with the Master Plan qualifications. Outreach from the District and UTLA shall include printed and electronic media.

3.11 Elementary and secondary monolingual teachers with a CLAD teaching EL's in the Master Plan Program and EI classes of Early or Early-Intermediate CELDT (or equivalent) levels must be provided with a paraprofessional who is fluent in the students' primary language.

4.0 Special Dispute Resolution Process for Secondary Teachers: Effective July 1, 2001, A secondary teacher providing Master Plan instruction in a ~~Waivered to Basic or Model B Master Plan~~ Program requiring ~~100%~~ 25% English Learners, who was deemed not eligible for a differential ~~due to having more than two students who are not English Language Learners~~, may request a joint LAUSD/UTLA Differential Review. The Differential Review committee shall consist of two members. Both UTLA and LAUSD shall recommend one designee to serve on the Differential Review Committee. If an acceptable resolution is not reached through the Differential Review Committee, the teacher may appeal to the Local District Superintendent. The Local District superintendent, in conjunction with a designee from Human Resources Division shall review the appeal on a case-by-case basis and the decision will be final and binding on a onetime non-precedent setting basis.

5.0 District obligation to provide opportunity and access for employees to meet the requirements of the Master Plan Program specified in Section 1.1:

The District will maintain an employee Training Program with the following goals:

- a. employee language acquisition in the home languages of LAUSD students
- b. bilingual methodology and preparation for competency exams
- c. cross cultural methodology/competency

This program will provide coursework, training opportunities, professional development, and in class meetings to all interested employees, with preference to:

- a. classroom teachers in schools with Master Plan programs
- b. other school employees serving such schools
- c. classroom teachers in other District schools
- d. other school based employees
- e. all other District employees

The District will provide appropriate staff, as well as access to existing District facilities, in order to implement said classes. This program will sunset on June 30, 2022, and is subject to renewal through mutual agreement.

ARTICLE XII – LEAVES AND ABSENCES

10.0 Pregnancy Parental Leave and Pregnancy Related Disability (Paid and Unpaid):

10.1 Parental Leave: In accordance with California Education Code 44977.5, an employee may utilize her/his accumulated illness leave for purposes of parental leave, up to twelve workweeks. Additionally, upon exhaustion of accumulated illness leave, an employee shall be paid during utilization of any remaining days of the twelve workweek period, with an amount deducted from her/his salary that shall not exceed the amount that is actually paid to a substitute employee or, if no substitute employee is employed, the amount that would have been paid to a substitute.

10.2 Paid Disability Absence: For that period of time during which the employee (including temporaries and substitutes) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her illness absence pursuant to Section 12.0 of this Article.

- 10.3 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave (or, in the case of substitutes or temporaries, an unpaid absence) and still qualify for paid absence during the period of disability. This is the only exception to the general rule that paid leaves may only be taken from active status.
- 10.4 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. District forms for such certifications, and application forms, shall be available at each site.
- 12.2 ~~At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) who is under contract (including temporary contract) for a full school year, who has accrued fewer than the number of full pay illness absence hours equivalent to 100 days shall be credited with the number of half pay illness absence days which, when added to the accrued full pay illness absence days equals the equivalent to 100 days of full and half pay illness absence days.~~

Certificated employees under contract, including permanent, probationary, and temporary employees, who have exhausted all available illness leave, including all accumulated illness leave, and continue to be absent from her/his duties on account of illness shall be paid for up to an additional five school months, with an amount deducted from her/his salary, for any of the additional five months in which the absence occurs, that shall not exceed the amount that is actually paid to a substitute employee or, if no substitute employee is employed, the amount that would have been paid to a substitute. This shall be referred to as substitute differential pay.

- 12.6 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. ~~Half pay illness credit shall not be cumulative from year to year.~~
- 12.7 When an employee is absent under this section and such absence is properly verified, the employee ~~will~~ shall receive full normal pay up to the total of the employee's accumulated illness leave full pay illness benefits. All accumulated illness leave shall be utilized prior to utilization of substitute differential pay, pursuant to Section 12.2. Full pay illness benefits shall be used before available half pay benefits may be used. Additional days of illness absence will be at half pay up to the total of half pay days credited if available. Further illness absence shall be non paid absence, unless the employee requests use of any accrued vacation. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 12.3. Pay for absence shall not be made in increments of less than .3 hours (18 minutes).
- 24.8 Compensation and Benefits: The Family Care and Medical Leave/Absence shall be an unpaid leave and for all purposes treated comparably to other unpaid leaves except that the District will continue to provide the health and welfare benefits as provided in Article XVI during the Family Care Leave/Absence to an employee who is otherwise eligible for such

benefits. However, an employee who does not return from such leave or who works less than 30 days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the employee does not return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave (either affecting the employee or an immediate family member) or (2) retirement, or (3) other circumstances beyond the control of the employee. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve weeks unless these benefits are provided by other provisions of the District/UTLA Agreement such as paid illness leave. For example, if an employee combines pregnancy leave with a family care leave, the employee will only be entitled to continued health benefits for the first twelve weeks of leave unless the employee continues on paid illness leave.

~~An employee who asks for leave for what would be a qualifying event for Family and Medical Care Leave/Absence and who has accrued vacation leave may elect, or the immediate administrator may require, the employee to utilize the vacation leave for this purpose, in lieu of unpaid status. An employee who takes leave for the employee's own serious health condition which prevents the employee from performing one or more of the essential functions of the employee's position and who has accumulated illness days may elect, or the District may require the employee to utilize paid illness days for the leave.~~

ARTICLE XIV - SALARIES

- Effective July 1, 2016, all certificated bargaining unit member salaries, including adult education educators and substitute educators, shall be increased by 7%.

30.0 Payroll Errors - Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the District ~~in a timely manner as provided in the grievance procedure of Article V,~~ 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, the District shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

30.1 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, \$200 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two-year period. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment will be as much as the entire amount. In such cases, however, the District 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.~~

For cases in which the District incorrectly reports an employee salary to CalSTRS or CalPERS, resulting in the employee owing CalSTRS or CalPERS for an overpayment of benefits, the District shall reimburse the retirement agency for the entire costs of the incorrect reporting and resulting overpayment of retirement benefits.

ARTICLE XVIII - CLASS SIZE & STAFFING

[Note: Several of the class size restrictions in this Article have been temporarily affected by the District's exercise of its rights under Section 1.5 resulting from the District's fiscal crisis. Such changes are effected in District bulletins to the schools.]

- 1.0 General Provisions: The following general provisions and definitions apply to this Article:
- a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered.
 - b. Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis.
 - c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position.
- 1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date", herein defined as the last instructional day of the fifth week from the beginning of each school year. As of that date the number of teachers to be assigned to a school shall be based upon the class size averages and maximums number of students listed in the teacher Allocation Tables and the staffing requirements of this Article.
- 1.2 ~~For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:~~
- ~~a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term.~~
 - ~~b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position, and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.~~
- 1.3 ~~Teachers provided by the requirements of this Article may be assigned to non register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:~~
- ~~a. From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to register carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register~~

~~carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.~~

~~b. After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register carrying classroom teaching functions in classes or departments exceeding the expected class size.~~

1.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.

~~1.5 It is recognized that the class size restrictions of this Article may not be achieved due to circumstances such as state funding limitations, changes in the student integration or other programs, or statutory changes. Prior to implementing any variation from the class size restrictions of this Article, the District shall provide UTLA with a written notice of intent, including a written rationale and a summary of applicable facts. Upon request of either party, the District and UTLA shall meet and discuss the intended variation from the class size restrictions prior to implementation. Neither the District's budget development process and/or the issuance of layoff notices shall be deemed "implementation." Alleged violations of any terms of this section are subject to the grievance procedures of Article V.~~

(See waiver notification presented by UTLA on May 25, 2017)

1.6 Class Size Arbitration Procedures: If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority, where no other reasonable or practical options are deemed appropriate, to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.

~~1.7 If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.~~

4.0 Class Size Averages & Maximum for:

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO (Predominantly Hispanic, Black, Asian, & Other Non-Anglo)	TK-3	24.00	27
PHBAO	4-5 (6)	27.00	30
PHBAO Academic	(6) 7-8	27.00	30
PHBAO Academic	9-10	27.00	30
PHBAO Non-Academic	(6) 7-8	36.25	39
PHBAO Non-Academic	9-10	35.50	39
PHBAO Academic & Non-Academic	11-12	35.50	39

Desegregated/Receiver (Schools Governed by the Student Integration Program)	TK-3	24.00	27
Desegregated/Receiver	4-5 (6)	32.50	36
Desegregated/Receiver Academic	(6) 7-8	32.50	36
Desegregated/Receiver Academic	9-10	32.50	36
Desegregated/Receiver Non-Academic	(6) 7-8	36.25	39
Desegregated/Receiver Non-Academic	9-10	35.50	39
Desegregated/Receiver Academic & Non-Academic	11-12	35.50	39

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	TK-3	24.00	27
PHBAO Magnet	4-5 (6)	27.00	30
PHBAO Magnet	(6) 7-8	27.00	30
PHBAO Magnet	9-12	27.00	30
All Other Magnet	TK-3	24.00	27
All Other Magnet	4-5 (6)	29.5	33
All Other Magnet	(6) 7-8	29.5	33
All Other Magnet	9-12	29.5	33

*In order to be considered magnet class in a magnet center, a class must contain more than 75% magnet students

~~NOTE: See Appendix G and Appendix H for separate class size agreements negotiated specifically for the 2015-2016 and 2016-2017 school years.~~

2.1 ~~For purposes of the class size chart in Section 2.0 of this Article, Academic classes are those in English Language Arts, Math, Social Studies, Science, and Foreign Language. Non-academic classes are all electives, excluding Physical Education and activity classes such as Band and Drill Team.~~

2.2 ~~Schools not falling within the categories provided in Section 2.0 of this Article (PHBAO, Desegregated/Receiver, or Magnet) above shall maintain class size averages and class size maximums consistent with Desegregated/Receiver schools schools governed by the Student Integration Program (Desegregated/Receiver schools).~~

2.3 ~~Other Regular Program Class Size Averages & Maximums:~~

a. ~~Elementary schools: Taken together, all classes at a school in grades K-3 are to average 24 students, and in grades 4-6 are to average 35.5 students.~~

b. ~~Middle Schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.~~

~~e. Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.~~

2.4 Non-elective Secondary Physical Education classes provided by the Physical Education Department (excluding elective PE classes, team sports, and activity classes such as Band, Pep Squad and Drill Team) are to have a maximum class size of 55.

3.0 Distribution of Students Within Grade Levels, Departments and Classes: The site administrator shall be obligated to consult with the chapter chair and Grade Level and Department Chairs (add SLC Lead Teachers if applicable) shall, as minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the grade level or department budget funds, establishment of the grade level or department class offerings, assignment of grade level or department members to specific classes, and balancing of grade level and department classes. Soon after the opening of school, each elementary grade level chairperson or secondary department chairperson shall call a meeting of the grade level/department for the purpose of attempting to reach consensus on recommendations to be made to the site administrator with respect to an equitable and educationally sound distribution of students, including students who may enroll at a later date.

4.0 Problem Solving Process: Class Size Averages & Maximums

a. If the class size averages and/or maximums in this Article are exceeded beyond ten (10) fifteen (15) work days after norm day, upon request of an affected teacher defined as the last instructional day of the fifth week from, the site administrator shall conduct a review of the circumstances causing the violation upon written request from an affected teacher(s).

b. The administrator shall then meet within five (5) work days with the affected teacher(s), grade level or department chair (add SLC lead teacher if applicable), and chapter chair to discuss the review, and provide a written explanation for the violation of class size averages and/or maximums and the efforts made to balance classes in order to meet the averages and/or maximums.

c. The parties will discuss options for meeting the required averages and maximums without limiting student access to a full range of course options in a manner which does not disrupt the instructional program or exceed the school's allocated resources. Such options may include a class size waiver for the school site in accordance with the waiver procedures described in LAUSD Policy Bulletin 6029.2 (January 15, 2014)

d. If an agreement is not reached on a solution following a-c above, the affected teacher(s) or UTLA may initiate a grievance in accordance with Article V of this Agreement. The timeline for initiating a grievance shall start upon completion of a-c above.

5.0 Counseling Services: The District and UTLA share the goal of achieving shall maintain a secondary school counseling services ratio of 500-1 400-1 per secondary school. Once a school has exceeded 50% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 1,000 students would have 2 secondary counselors, while a middle school or high school with 1,001

~~students would have 3 secondary counselors calculated by the aggregate number of positions District-wide, regardless of type of secondary school or funding source (centrally normed, LCFF, school determined, categorical funds, grants, etc.). This shall be regularly reviewed by the Superintendent and the Class Size Task Force, and shall remain an open item for negotiations through the term of the Agreement.~~

5.1 Teacher Librarian Services: The District shall provide one (1) full-time Teacher Librarian, five (5) days per week, to every Middle School and High School. The Teacher Librarian positions shall be paid for by the central office.

5.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school. The School Nurse positions shall be paid for by the central office.

5.3 For every 400 students, the District shall provide one (1) of the following school based full-time positions:

- a. Restorative Justice Advisor
- b. Dean
- c. Psychiatric Social Worker

The Local School Leadership Council shall determine which position(s) shall be provided as part of the annual school adoption of a School Climate & Discipline Plan. The determination of positions under this section shall not impact the school site budget positively or negatively; e.g. a school receiving a larger allocation as a result of choosing a less costly position, or receiving a reduced allocation as a result of choosing a more costly position. Each position allocated under the terms of this section shall provide direct service to students for the majority of their assigned day.

6.0 Early Education Centers: Pursuant to State requirements, the allocation of staff is to be determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept).

~~7.0 Special Education: The District shall make a reasonable effort to maintain special education class size as indicated in Appendix A for the term of this Agreement. In schools having two or more classes of the same category, class sizes will be based on the average of those classes in the school rather than by individual classes. The Special Education Division's monthly class size reports shall be provided to the Class Size Task Force and made available for inspection by any employee or UTLA representative. When a special education class has exceeded the norm by two or more students, the teacher may notify the Special Education Coordinator. Within fifteen (15) workdays of the notification, if the condition persists, the District shall make a reasonable effort to remedy the situation, after consultation with the affected teacher, by means such as the following:~~

- ~~a. the transfer of excess student(s) to another class or school site, or~~
- ~~b. the opening of an additional class if sufficient students are available, or~~

- e. ~~the assignment of additional aide(s) to the class. Upon request, the District shall advise the teacher, in writing as to the reason and anticipated duration of the excess student(s), and as to any efforts being taken, to remedy the situation.~~

(see Special Education proposal provided by UTLA on July 19, 2017)

8.0 Class Size Task Force: A Class Size Task Force, comprised of five (5) UTLA appointees and five (5) LAUSD appointees, one (1) parent appointed by UTLA, and one (1) parent appointed by LAUSD, shall be established and maintained. The Task Force shall:

- a. Meet quarterly during District business hours, unless Task Force members mutually agree to schedule additional meetings at other intervals or times. District employees appointed to the Task Force shall be released from their regular employee duties at no loss of salary or benefits.
- b. Receive a monthly report from the District showing K-12 class sizes, including special education caseloads, for all LAUSD K-12 school sites.
- c. Review the monthly reports and identify patterns deserving further attention and analysis.
- d. Review all approved waivers related to class size averages and/or maximums.
- e. Explore options and strategies for reducing class sizes in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions.
- f. These subject matters to be discussed by the Task Force may include matters of consultation or permissive bargaining, as well as matters that fall within the scope of mandatory bargaining. However, the Task Force shall not have authority to engage in bargaining, reach agreements or make joint reports/recommendations. Task Force members shall report back to their respective bargaining teams in an advisory capacity.

ARTICLE XVIII – CLASS SIZE

- UTLA hereby notifies the District that the Article XVIII, Section 1.5 waiver of exclusive representative bargaining rights over class size, as enumerated in the Educational Employment Relations Act, Section 3543.2, shall not be renewed past expiration of the 2014-2017 UTLA-LAUSD Collective Bargaining Agreement.

1.5 ~~It is recognized that the class size restrictions of this Article may not be achieved due to circumstances such as state funding limitations, teacher shortages, changes in the student integration or other programs, or statutory changes. Prior to implementing any variation from the class size restrictions of this Article, the District shall provide UTLA with a written notice of intent, including a written rationale and a summary of applicable facts. Upon request of either restrictions prior to implementation. Neither the District's budget development process and/or the issuance of layoff notices shall be deemed "implementation."~~

~~Alleged violations of any terms of this section are subject to the grievance procedures of Article V.~~

ARTICLE XIX - SUBSTITUTE EMPLOYEES

- 1.0 ~~Salary and Benefit Provisions: The following substitute salary and benefit provisions are in effect for the 2004-05 school year only; salaries for 2005-06 are subject to reopener negotiations pursuant to Article XXXII.~~
- a. ~~The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous 11364 accrual rate factor for paid non-working days described in Section 2.0 and the 3% longer days factor. Substitute service salaries, including a base rate, incentive plan rate, continuity rate, Summer School & Intersession rate, Early Education & Development Center rate, and Adult Education rate, shall be paid in accordance with Appendix E of this Agreement.~~
 - b. ~~Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table shall be \$159.26 \$195.73 per day effective July 1, 2004 2017, and if the substitute serves in an extended status under Section 4.0, the daily rate shall be \$214.93 \$260.97 per day effective July 1, 2004 2017. The rates set forth in the previous sentence shall also be the sole rates available to contract teachers serving as substitutes during unassigned periods.~~
 - c. ~~Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (see Section 3.0.) shall be \$214.93 \$260.97 per day effective July 1, 2004.~~
 - d. Continuity Rate Increase: Substitutes who serve in place of employees paid on the preparation Salary Table shall have their rates of pay increased by \$10 one hour of pro-rated pay per day effective the first day following the completion of service equivalent to 130 days during the school year.
 - e. ~~Inter-session/Summer/Winter Session Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid \$115.96 \$139.06 effective July 1, 2004 2017, for a normal summer school day of four hours, their regular substitute pay rates notwithstanding. If in extended status pursuant to Section 4.0, the extended rate shall be \$156.51 \$187.67 per day for a normal summer school day. NOTE: Employees may have assignments of varying hours per day. Daily rates may be derived by dividing the rates above by four and multiplying by the assigned hours per day.~~
 - f. ~~Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified, but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than \$139.37 per day effective July 1, 2004, except as provided in Section 2.0b.~~

- g. As of July 1, 2001, Adult Education employees hired prior to July 1, 2001 serving as substitutes will be paid at the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.
- h. Substitutes shall be entitled to annually participate in up to five (5) days of District professional development covering District programs at their daily base rate of pay.

2.0 Paid Nonworking Days:

- a. The parties have agreed to a system of payment in lieu of the previous payments for illness, holidays, and vacation (Winter/Spring Recess). The system includes a "continuity rate increase," as described in Section 1.0d above, and also the "paid nonworking days" system described below. Payment for holidays pursuant to the previous Agreement was discontinued, effective November 4, 1983. Payment for Winter or Spring Recess was discontinued effective July 1, 1983.

Accumulation of paid illness allowance was discontinued effective November 4, 1983. However, any illness balance credited to a substitute employee may continue to be used pursuant to the provisions for its use in the 1980-82 Agreement.

- b. Accrual rate for paid nonworking days:
 - (1) In lieu of the previous lump sum payments for paid nonworking days, substitutes who serve in place of employees paid on the Preparation Salary Table have had the accrual rate factor folded-in to their rate of pay as described in Sections 1.0 and 4.0.
 - (2) All other substitutes shall have the accrual rate factor folded-in to their rate of pay retroactively, after they have been in paid status as a substitute for the equivalent of 35 full-time days from the beginning of the school year. (The accrual rate previously paid to Adult Education Substitutes is eliminated effective June 30, 2001.)
 - (3) The above paragraph b.(1) is not applicable to contract employees on leave to serve as a substitute in a higher class. Such employees shall receive the rate of pay for the higher class in accordance with Article XIV, Section 9.0. Holiday and illness benefits shall be received on the same basis as a contract employee.
- c. Employees shall be granted up to forty-eight (48) hours of sick leave annually. Unused sick leave may be accumulated from year to year, with a maximum accumulation of seventy-two (72) hours.

- 4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 20 consecutive working days in the same general education assignment or fifteen (15) consecutive working days in a special education assignment, in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute daily rate as ~~provided in Section 1.0b and c above~~ retroactive to the beginning date of the assignment. Any mandated training required as part of the extended assignment shall be counted as a "consecutive day" for the purpose of meeting the consecutive day requirement. Days used by

the substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in, the consecutive working days requirement. Upon the termination of the extended assignment, the substitute shall return to, and be paid as, a day-to-day substitute. Should that same substitute within five (5) working days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional working days, the substitute shall again be classified as an extended substitute and shall be paid the Incentive Plan substitute rate retroactive to the beginning date of the return to the position.

- 4.1 A substitute may not be released from an assignment as the 21st day approaches in a general education assignment or the 16th day approaches in a special education assignment, for the sole purpose of preventing the substitute from qualifying for the extended substitute pay rate.
- 4.2 Substitute teachers who are assigned for ten consecutive days to a position in which the substitute teacher opens a class, or closes a class at the ~~beginning of the school year~~ end of a semester, shall be paid at the extended substitute rate.
- 5.0 Assignment Procedures for Non-Incentive Plan Substitutes: Day-to-day substitutes may apply to only one of the ~~service calling areas (North, South, and Central)~~ (North - 1, 2, 3, 4; South - 1, 2, 3; Central - 1, 2, 3) for assignment. Day-to-day substitutes will be placed, upon request, on a calling list within the ~~Service Calling Area~~ Service Calling Area but are subject to assignment to any school within the ~~Service Calling Area~~ Service Calling Area and also, when necessary, may be assigned to any school in an adjacent calling area. Also, substitutes must be available for at least two consecutive days per week. (Friday/Monday meets the consecutive days requirement.) Substitutes who are unable to comply with the consecutive days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0.
- 5.1 Accepting Assignments: All initial assignments of substitute teachers, including those who are name-requested, must come from the ~~substitute calling unit~~ automated calling system or Substitute Unit. The grade, subject matter, location, and address of the assignment, as well as whether the assignment is for general education or special education, shall be made known to the substitute prior to acceptance. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit. A substitute who should have been assigned, but was not assigned due to a computer, clerical, or technical error, shall be granted one of the following remedies, at the employee's option:
 - a. A make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or
 - b. Cancellation of an "unavailable" charged against the employee.
 - c. A substitute who was physically injured during an act or acts of violence or threatened with an act of violence related to and during the performance of assignment duties may

specify a "Do Not Send" designation for that school without being charged with an "unavailable."

5.2 Substitutes who are assigned by the Certificated Substitute Assignment Unit have a right to work and be paid for the service they provide whether at the school site to which originally assigned or if necessary, to an alternate assignment specified by the District. If assigned to an alternate assignment, paid service time shall be reported from the time of arrival at the original school site. If a substitute declines an alternate assignment, the substitute shall not be entitled to pay for that day; however, such substitute shall not receive an unavailable.

a. A written list of all ~~SBM (School Based Management)~~ schools with adjusted teaching schedules (daily or occasional longer or shorter teaching schedules, pursuant to their School Based Management plan) shall be provided to all substitute teachers.

(1) Assignments to ~~SBM~~ schools with adjusted schedules will be offered in the same manner as to ~~non-SBM~~ other schools. No special "non-available" notation will be made as a result of an assignment offer to a ~~S.M.~~ school with an adjusted schedule.

(2) ~~The substitute on-site obligation at S.M. schools with adjusted schedules will not be greater than normal, even if the teaching time is lesser or greater.~~ Pay for substitutes at such schools will ~~not~~ be adjusted to reflect the revised schedules.

5.6 Standby Lists: A substitute may be changed from any high priority to the substitute unit's "standby list" for any of the following causes:

a. Receipt of the second report of late arrival in any one semester, or traditional calendar summer recess period, which has been determined to be the fault of the substitute;

b. Receipt of the second "Inadequate Service Report" in any one semester or traditional calendar summer recess period; or

c. Ten "unavailable" in any one semester, or four during traditional calendar summer recess period. Off-track teachers shall be permitted not more than three in each off-track period. An "unavailable" will be posted each time a substitute:

(1) Refuses an assignment within the geographic limits set forth in 5.0 above that is less than ten miles from their residence. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for an assignment of less than a full day or was more than ten miles from their residence.

(2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances:

(i) If the extended assignment conflicts with a previous commitment by the substitute for a different name-requested assignment;

- (ii) If the substitute has already served ten consecutive days in the assignment;
or
- (iii) If the assignment is for a subject field other than that designated on their availability form.

- (3) Fails to answer the telephone personally between 5:30 a.m. and 8:30 a.m. In the case of ~~Children's Centers~~ Early Education Centers, the hours are 7:30 a.m. to 9:30 a.m.
- (4) Has a busy telephone line during two attempted calls during the hours specified in (3).
- (5) Declares unavailability. However, if the substitute satisfies the District that the unavailability was for more than one day because of a continuing illness, (or compelling personal reason), only one "unavailable" will be charged for that period.

d. A substitute who was physically injured during an act or acts of violence or threats of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

6.0 Late Arrival: A substitute who cannot reasonably expect to reach a school before class begins must attempt to call the school upon accepting the assignment in order that appropriate interim coverage arrangements can be made at the school. A substitute shall not be considered late if their arrival time does not exceed one hour from the time the substitute accepted the assignment. If a regular teacher in a secondary school is doing replacement service for the class of a late arrival substitute, the regular teacher may complete the period of replacement service if one-half of the period has already been completed. See also Section 7.1.

7.2 A substitute is guaranteed a minimum six hours pay for all full day assignments, including banked Tuesdays. A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated, including the teaching or coverage of a class in lieu of a preparation period, (e.g., UTP duties) will be paid for an additional hour of work. ~~shall be time reported for the full time of the additional assignment. required to in a middle school or high school assignment shall paid for~~

7.3 Regular and off-cycle pay stubs for substitutes shall provide the date and location for every hour of paid service.

8.0 Release from Assignment: Any employee serving as a substitute may be released from a particular substitute assignment by the immediate administrator or designee at the end of any working day. The official daily service slip completed by the office manager or designee, and reflecting hours worked, shall indicate whether the substitute has been held over or released from the assignment. This procedure shall not be applicable to substitutes serving in extended substitute assignment status.

- 8.1 Job Cancellation: Substitutes who have accepted jobs that are subsequently cancelled after 6:30 am on the day of the assignment, shall be fully compensated for the assignment. This provision does not include jobs cancelled by the substitute.
- 9.0 Duties: A substitute is expected to perform in a competent manner all of the regular Instructional duties of the absent teacher and other duties reasonably assigned by the principal. Failure to satisfactorily perform these duties may result in an Inadequate Service Report. Instructional and other duties and responsibilities include, but are not limited to:
- a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;
 - b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;
 - c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;
 - d. Account for pupil attendance as prescribed by the school (if no computer or internet access is available, then a signed attendance sheet submitted by the substitute will be accepted by the attendance office);
 - e. Conduct class and enforce rules in accordance with school and Board of Education policies;
 - f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods;
 - g. Leave classroom in good order with a summary of the day's accomplishments;
 - h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.
- 10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), available administrative support, IEP and 504 plan information, and security and emergency plans.
- 13.0 ~~Remote Telephone Call Forwarding Toll Free Calling Service: Additional telephone lines will be established for the North Service Area and South Area with remote call forwarding service to the Central Substitute Assignment Unit in order to minimize employee telephone charges~~ The District shall maintain a toll free telephone line.
- 14.0 Reorganization/Redesign of the Substitute Unit: The UTLA Article XXX Substitute Committee shall be permitted to give input to the District prior to any reorganization or redesign of the Substitute Assignment Unit, or to the automated calling system. Changes to the automated calling system shall preserve the notification requirements in this Article.

ARTICLE XXI - ADULT AND CAREER EDUCATION

- 1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in the Division of Adult and Career Education (hereinafter “the Division”) is conducted by a combination of full-time and part-time employees trained in methods to meet the learning needs of the District’s youth and adult population in the areas of essential skills, lifelong learning, and vocational and occupational training. ~~While it is recognized that Division personnel may be concurrently employed in other divisions of the district (including K-12), it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to Division of Adult and Career Education employees, this Article shall prevail.~~
- 1.2 The District shall furnish UTLA annually, upon request, with a ~~print-out~~ list of Adult Education assignments, listed by name, employee number, ~~and~~ work location, and employment classification.
- 2.0 Employment Contracts: Adult Education ~~funded~~ employees who are assigned more than eighteen hours per week ~~in the same classification code~~ are covered either by probationary or permanent contract status.
- 2.1 ~~All personnel in categorically funded programs shall be employed under binding individual (“M” basis) employment contracts which shall not conflict with the provisions of this Agreement. Employees may utilize the grievance procedure with regard to alleged violations by the District of “M” basis contracts. “M” basis contracts shall specify the duration of employment, and shall terminate on or before June 30, of the year in which they are issued. If the duration of employment is to be extended beyond June 30, a second contract shall be issued to cover the balance of the employment period.~~
- a. The contract term for employees assigned to ROC/ROP programs shall be for the equivalent of a one year “C” basis term.
 - ~~b. The contract term for employees assigned to Skills Center programs shall be for a term of one school year if funding is available.~~
 - ~~c. The contract term for a person hired to complete the term(s) of employment of on other person shall be for the duration of the original term(s).~~
- 2.2 ~~All “M” Basis contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.~~
- 3.0 Non-Contract Personnel-Release During Term of Assignment:
- a. All part-time (18 hours or less per week) Adult Education funded personnel may be released during their tem of assignment only ~~for the reasons stated in Section 2.2 above~~ lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.

- b. Those with an assignment of 10 to 18 hours per week may utilize the grievance procedure ~~for claimed violations of Section 2.2. above~~; the sole remedy for non-unit members (those with an assignment of less than 10 hours per week) shall be an administrative review by the Division Superintendent or designee, upon written request submitted within 10 days of notification of their release. Also, if it is contended by a non-unit member that the release violated Board Rules and/or administrative rules, the grievance procedure for non-unit members (see **Article V, Section 23.0**) may be utilized.

4.7 In the case of current personnel who are not to be renewed due to elimination or reduction of educational offerings, lack of work or lack of funds (an “over-teachered condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:

- a. The site administrator shall first identify the affected course(s) including closely related courses in the same subject (e.g. English 1, 2, 3, 4);
- b. The longevity of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.
 - 1. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the “consecutive” service requirement. Time spent as a continuing employee in DACE that does not meet the requirements for an additional year of longevity shall not result in the loss of the cumulative longevity acquired.
 - 2. ~~To qualify for a year of longevity service, the individual must have served at least 734 hours during that school year~~ 75% of the school year in an assignment(s) of at least ten hours per week, excluding summer school. ~~Prior to July 1, 2001 156 hours were required to qualify for a year of longevity.~~
 - 3. Service in any Adult Education Division program shall apply. However, until such time as the District has the computer capacity to track service on a District-wide basis, the District will look solely to the service at the current time reporting site, unless the individual requests consideration of prior service from another site. Such a request must be made prior to May 1, to be effective for the next school year.

5.2 The District has committed to replace tenured Adult Education positions which become lost to attrition (resignation, retirement, death). The number of Permanent (tenured) positions can be reduced proportionally to reductions in funding. ~~provided that the following conditions are met:~~

- ~~a. The position is in a field which the District has determined to be a growth field for the foreseeable future; and~~
- ~~b. The district has determined that funding and work is available for an additional block of hours equivalent to a tenured position; it is understood that the hours may be split in time and/or location, and may include weekend assignments.~~

6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

d. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches ~~30~~ 20 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor. If the above criteria is met and the administration fails to provide an aide, a second teacher will immediately be assigned to the class until such time as an aide is provided.

10.3 Half-Time Leave:

a. ~~A Half-Time Leave for less than full time shall be granted on a year-to-year basis to allow a permanent teacher in the Division of Adult and Career Education (DACE) to continue service for one-half a portion of his/her tenured assignment hours.~~

~~b. A leave for other than one half time may be granted on a year by year basis subject to school schedules, availability of classes, and approval by the principal and the Division of Adult and Career Education (DACE).~~

c. An application must be on file in the DACE Personnel Office by April 15 for the fall term and November 15 for the winter or spring terms.

d. Eligibility for health and welfare benefits for employees who work less than half-time will be determined pursuant to **Article XVI, Section 3.0.**

- Pay Structure

Adult education teachers shall be paid hourly on the basis of a table, similar to Preparation Salary Table T, that is based upon education and experience.

- Right to continued employment post-retirement

Permanent employees shall retain a right to continued employment in retirement. Said employees shall be limited to a maximum of twelve hours per week, and shall be employed on the basis of acquired longevity.

ARTICLE XXIII - EARLY EDUCATION CENTERS

4.0 Chapter Chair Meetings: ~~If necessary~~ In order to accommodate the UTLA Chapter Chair's attendance at the regularly scheduled monthly meeting of UTLA chapter chairs, and other important UTLA meetings, the District shall ~~permit the UTLA chapter chair to trade shifts with another willing Early Education Center teacher for that day~~ schedule chapter chairs to the early shift.

14.0 Upon providing proof of a Bachelor's Degree and Elementary or Early Education Credential, Early Education teachers shall be moved to the Preparation Salary T Table for salary and be eligible to earn salary points.

15.0 Early Education Teachers with at least 3 years of continuous service in the District immediately prior to enrolling in an Elementary or Early Education Credential program at an accredited college or university program, shall be paid their regular salary during student teaching assignments up to six (6) weeks per semester for two consecutive semesters upon request and proof of participation in a program.

Agreement on these proposals (Article XXIII, Sections 14.0 & 15.0) shall necessitate revisions to Article XIV.

ARTICLE XXIV

STUDENT DISCIPLINE,

LEGAL SUPPORT AND PROPERTY LOSS

SCHOOL CLIMATE, STUDENT DISCIPLINE, AND POSITIVE BEHAVIOR SUPPORT

1.0 District Code of Student Conduct and School Climate & Discipline Plan: It is the intention of the parties that ~~teachers and administrators~~ all stakeholders work in a mutually supportive manner to maintain healthy school climates that support effective proper-student discipline practices. ~~There are three levels or sources of student disciplinary rules:~~

- a. In order to improve consistency and accountability in student discipline, the District shall develop and issue (and may revise from time to time) a District-wide Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process.
- b. Local School Leadership Councils shall, pursuant to Article XXVII, Section 2.4, annually create, and approve by a majority vote, issue local rules of a School Climate & Discipline Plan student conduct, supplemental to and consistent with the District-wide Code of Student Conduct, prior to the first day of each school year. ~~and~~
- c. Local School Leadership Councils shall annually review and evaluate the effectiveness of the existing School Climate & Discipline Plan as part of the process for creating a Plan for the following school year, in accordance with Article XXIV, Section 1.b. This process should start no later than March 1 of each school year.
- d. The annual School Climate & Discipline Plan shall include, but not be limited to, the roles and responsibilities of students, classroom teachers, parent/guardians, HHS staff, out of classroom teachers, classified support staff, and school administrators in supporting the Plan. The annual School Climate and Discipline Plan shall also indicate ongoing efforts and supports for positive behavior support and learning, including, but not limited to, professional development and training for certificated, classified, and administrative staff, parent education, and student programming.
- e. The annual School Climate & Discipline Plan shall include, but not be limited to, the process for referring students for school discipline and/or intervention outside of the classroom and possible consequences for violations within the Plan.
- f. A teacher shall also have the right to issue and enforce reasonable rules of classroom conduct applicable to students in the teacher's classes, supplemental to and consistent with the School Climate & Discipline Plan and District-wide Code of Student Conduct and local school rules.

- 1.1 Schools shall annually, ~~at or soon after the start of the school year,~~ post and distribute the School Climate & Discipline Plan and District Code of Student Conduct and local school rules of student conduct to students, parents, teachers and staff no later than the tenth school day of each school year. Any later changes to such rules shall also be posted and distributed.
- 2.1 Teachers who choose to impose suspensions from their class shall immediately notify ~~report same to~~ the site administrator and suspend ~~send~~ the student from the classroom in accordance with the School Climate & Discipline Plan to the office. ~~As soon as possible.~~ The parent or guardian of the student shall be notified about the classroom suspension, and/or a conference shall be scheduled with the parent or guardian of the student to meet with the teacher. Upon request by the teacher, the site administrator shall contact the parent or guardian. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.
- 3.1 If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee shall immediately notify the site principal in writing and may, in addition to any independent remedy the employee may have, request the District to pursue legal action against the student and/or the student's parents or guardians pursuant to Education Code Sections 48904 and 48905. After evaluating the circumstances, the District may bring such a legal action to recover damages. Under all circumstances, the site principal shall provide a written report to the affected employee(s), including what action shall be taken regarding the student and/or the student's parents or guardians, within five (5) days of receiving notification from the employee.
- 6.0 Positive Behavior Support & Restorative Practices Committee
- a. A district committee shall be formed and maintained, consisting of educators, parents, students, community, and administrators, to identify and collaboratively develop professional development models that support implementation of positive behavior support and restorative practices in our schools.
 - b. The committee shall identify and develop curriculum and instruction approaches that are consistent with and supportive of positive behavior support and restorative practices (for example, ethnic and cultural studies, collaborative learning, etc.).
 - c. The committee shall identify and develop school vision and structure models that are consistent with and supportive of positive behavior support and restorative practices (example: sustainable community schools). The school vision and structure model shall include particular attention to creating deep, ongoing engagement among students, parents, community, and school staff.
 - d. The committee shall prepare a report on the resources, staffing, and support services for students and families that are necessary for successful implementation of positive

behavior support and restorative practices in our schools. This report will include data on the use of full-time on-site PBIS and RJ experts.

- e. The committee shall identify demonstration schools that can be visited for others to learn about positive behavior support and restorative practices.
- f. The committee shall begin meeting no later than September 1, 2017 and provide an initial written report to the Board of Education, in accordance with d. above, no later than December 1, 2017.
- g. The committee shall be ongoing and will monitor the implementation of positive behavior support and restorative practices. In particular, the committee shall monitor the following elements, as they relate to positive behavior support and restorative practices: professional development, curriculum and instruction, school structure, stakeholder engagement, resources/staffing/support services, and support needed for schools moving towards implementation.
- h. The committee shall also identify, on an annual basis, schools for targeted school climate & discipline support and intervention.
- i. The committee shall meet no less than twice per month during District business hours. Certificated bargaining unit members appointed to the committee shall be released from their regular employee duties at no loss of salary or benefits.
- j. The committee shall consist of six (6) UTLA appointees and six (6) LAUSD appointees. Both UTLA and LAUSD will include among its appointees, respectively, one (1) parent, one (1) student, and one (1) community leader. Current UTLA represented Restorative Justice advisors, paid for by LAUSD or through grants, may be appointed to the committee or utilized for support of the committee's work.

6.1 In order to provide ongoing support to schools, the Positive Behavior Support & Restorative Practices Committee shall create a School Climate & Discipline Action Team (SCDAT) to provide necessary support and intervention for schools identified pursuant to Article XXIV, Section 6.0.i. above. The Team shall include no less than two (2) UTLA appointees and two (2) LAUSD appointees, who will also serve on the district committee defined in sections b-j (above). Under all circumstances, the team shall be composed of an equal number of UTLA and LAUSD appointees. UTLA appointees shall be released full-time to serve on the team. Targeted intervention and support may include, but is not limited to: professional development; development, implementation, and evaluation of a school-wide behavior support plan; peer coaching; recommendations for additional staffing and other additional resources.

ARTICLE XXV - ACADEMIC FREEDOM AND RESPONSIBILITY

4.0 Assessment and Standardized Testing: Excluding those required by state or federal law, each classroom teacher shall be provided the academic freedom and unilateral professional discretion to determine what assessments are used in their classroom, how assessments are used in their classroom, and when assessments are used in their classroom. The results of such assessments shall be for the sole utilization of the classroom teacher.

4.1 For state or federally mandated assessments requiring one-on-one teacher-student implementation, teachers shall be provided substitute coverage for her/his class while conducting the one-on-one assessment.

5.0 Academic Freedom and Ethnic Studies

All teachers shall have the academic freedom to teach students about their individual and collective histories and cultures. Teachers shall have the academic freedom to teach from a critical pedagogical perspective centering on student experiences and being responsive to the needs of the students' shared communities. Teachers shall be supported and provided with ongoing resources, support, and curriculum in order to successfully implement Ethnic Studies and culturally and linguistically responsive pedagogy.

5.1 Ethnic Studies and Multicultural Literature - Definitions

- a. Ethnic Studies shall be defined as an interdisciplinary field that examines historical and contemporary issues through the knowledge and perspectives of a marginalized ethnic or racial group, reflecting viewpoints rooted in that group's experiences and intellectual scholarship. Ethnic Studies are rooted in, but not limited to, the experience of African-Americans, Native Americans, Asian and Pacific Islanders, Chicana/o and Latina/os in the United States, Middle Eastern Americans, and other marginalized groups. Ethnic Studies investigates the intersection between power, race, and systems of difference including gender, sexuality, class, religion, language and legal status.
- b. Multicultural Literature shall be defined as the study and teaching of literature that reflects the experiences of African-Americans, Native Americans, Asian and Pacific Islanders, Chicana/o and Latina/os in the United States, Middle Eastern Americans, and other marginalized groups, focusing on their literary works, their authors, and their cultural contexts. Furthermore, Multicultural Literature is literature in which the protagonists or, in the case of poetry, the speakers, are conscious of being members of a marginalized group of people who share a common and distinctive racial, national, religious, linguistic, or cultural heritage.

5.2 Ethnic Studies and Multicultural Literature – Secondary Schools

- a. The District shall offer courses in the field of Ethnic Studies and/or Multicultural Literature at every secondary school. Each secondary school in the District shall offer a minimum of two semester long courses in the field of Ethnic Studies and/or Multicultural Literature no later than the beginning of the 2018-2019 school year.
- b. Secondary schools may choose from existing LAUSD Ethnic Studies and Multicultural Literature courses such as African American Studies, Mexican American Studies, American Indian Studies Literature of Minorities in America, and Mexican American Literature. The courses on this list are not meant to be exhaustive and are merely samples of courses already approved and offered by LAUSD during the 2016-2017 school year. New courses that reflect the diverse experiences of our students in various Los Angeles school communities shall be created and added to the list of approved

courses from which schools may select upon approval by the Ethnic Studies Task Force and the LAUSD Board of Education.

- c. Secondary schools may offer courses in the field of Ethnic Studies and/or Multicultural Literature at any grade level.
- d. All Ethnic Studies and/or Multicultural Literature courses in high schools must be A-G approved for the University of California.

5.3 Ethnic Studies and Multicultural Literature – Elementary Schools

- a. The District and UTLA shall jointly create an Ethnic Studies Task Force charged with creating an Ethnic Studies program, modeled after the Academic English Mastery Program (AEMP), for all elementary schools. The elementary school Ethnic Studies program shall be implemented at every elementary school no later than the beginning of the 2019-2020 school year.

5.4 UTLA-LAUSD Ethnic Studies Task Force

- a. Composition of UTLA-LAUSD Ethnic Studies Task Force

The UTLA-LAUSD Ethnic Studies Task Force shall be comprised of eight members. The composition of the task force shall be four (4) UTLA members appointed by UTLA and four (4) administrators appointed by LAUSD. The committee shall function under the direction of two (2) Co-chair's; one designated by UTLA and one designated by the District. A quorum of four (4) members is required in order to conduct official business, with no fewer than two (2) members representing UTLA and two (2) members representing the District present. All decisions shall be made by simple majority. Meetings shall be held once a month or as otherwise decided by majority vote of the task force. The Task Force shall collect and store all relevant data regarding professional development, number of schools, course sections, and district course offerings.

- b. Responsibilities of UTLA-LAUSD Ethnic Studies Task Force

1. Review and approve course offerings in the field of Ethnic Studies and Multicultural Literature.
2. Review, approve, and suggest professional development, curriculum, and teaching materials purchased and developed by LAUSD for Ethnic Studies and Multicultural Literature.
3. Ensure LAUSD provides practical and instructional support for teachers who wish to develop and/or teach new courses in Ethnic Studies and Multicultural Literature.
4. Develop and create an Ethnic Studies program for elementary schools modeled after the existing Academic English Mastery Program, expanded beyond language development, to expressly include the entirety of the richly diverse ethnic experiences of students and families within LAUSD communities. The task force shall identify strategies to integrate an Ethnic Studies program into the current

elementary school instructional day, rather than increase the length of the instructional day.

5. Investigate methods for expanding Ethnic Studies to include Gender Studies and literature as separate courses in elementary and secondary schools.
6. Determine a reliable method of evaluating the overall effectiveness of the K-12 Ethnic Studies (and Gender Studies) program. The Committee shall jointly determine the details of this evaluation and submit a yearly written report to LAUSD and UTLA no later than 30 days past the last day of the LAUSD traditional academic calendar.

ARTICLE XXVII - SHARED DECISION MAKING AND SCHOOL-BASED MANAGEMENT

2.4 Functions and Responsibilities: The local school leadership councils shall consider all points of view and shall solicit the advice and counsel of parent organizations, other employee groups and all other interested parties. The local councils shall have the following functions and responsibilities:

- a. Participation in shared decision making training. It is recommended that they participate in training prior to beginning their decision-making.
- b. ~~Determination of~~ Controlling authority over the following matters:
 - (1) ~~Staff development program~~ All site based professional development for District employees.
 - (2) ~~Student discipline guidelines and code of student conduct~~ Annual development, approval, and evaluation of a School Climate & Discipline Plan.
 - (3) Schedule of school activities and events, and special schedules (e.g., final exam schedules and schedules designed to accommodate additional preparation time for elementary teachers). For purposes of this paragraph, "schedule" shall include, but not be limited to, a determination by the Council of what activities shall take place. The Council shall not have authority over the scheduling of school activities and events mandated by the Board of Education.
 - (4) Guidelines for use of school equipment, including the copy machine.
 - (5) ~~The following local budgetary matters:~~ Expenditure of all school based discretionary funds, including but not limited to LCFE funds distributed by the District
 - a) ~~Instructional Material, account 4170~~
 - b) ~~Lottery Funds, account 5381~~
 - c) ~~School Determined Needs, account 3986~~
 - d) ~~(State Textbook and Related Material, accounts 4111, 4152 and 4267~~
 - e) ~~Year Round School Incentive Discretionary Funds~~

- ~~f) — Student Integration Program Discretionary Funds~~
- ~~g) — Instructional Material Special Education Schools Account 2544 (for Special Education School Councils only)~~

- (6) School based implementation of local, state, and federal initiatives or programs, including but not limited to Breakfast in the Classroom and periodic assessments.
- (7) Course electives and program options (e.g. Visual and Performing Arts, Ethnic Studies, & double periods for specific subjects).

In making determinations in the matters listed above, the local school leadership council operates within the same set of powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion ~~in the above areas may be imposed only by action of the Board of Education.~~ In addition, ~~All determinations shall be consistent with applicable laws, regulations, and collective bargaining agreements. Councils in Alternative Schools shall have the scope of their decision-making determined by the Board policy applicable to their special programs rather than being limited to the above five subject matters.~~

The focus of local council activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans. The local council shall not be obliged to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily.

- ~~a. These local school leadership councils are expected (but not required—see above) to supplant the previous local school planning committees dealing with lottery funds, student discipline, staff development or any other matters listed in b. above; however, the new council shall not supplant other existing councils and committees which operate in subject matters beyond those listed in b. above (e.g. School Advisory Councils) or which have an independent statutory basis (e.g., Chapter I Councils, Bilingual Advisory Councils, or S.I.P. Councils).~~

2.5 Decisions: The attainment of consensus whenever possible shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies which are established by the local Council. Only if consensus cannot be reached shall decisions on the matters set forth in Section 2.4b be made by majority vote. In order to be resolved by vote at the meeting in the event consensus fails, the meeting agenda (see Section 2.6 below) must have identified the proposed action with sufficient particularity that the Council members could have, prior to the meeting, meaningfully consulted with all interested parties with respect to the specific action under consideration, as provided in Section 2.4 above. The vote required shall be a majority of those committee members present at the meeting. With respect to procedures governing voting matters, Robert's Rules of Order shall be applicable to issues not addressed herein. The site administrator shall ensure that all deliberations and policy decisions of the Local School Leadership Council are reduced to writing and communicated to all staff and school community.

NEW ARTICLE

SPECIAL EDUCATION

- 1.0 The District shall adhere to the Special Education class size caps in Appendix A.
 - a. The Special Education Division shall provide a monthly class size/case load report to UTLA for bargaining unit positions under the supervision of the Special Education Division.

- 2.0 When a Special Education class has exceeded the cap by two or more students, the teacher may notify the Special Education Administrator. Within ten (10) workdays of the notification, the District shall immediately remedy the situation, after consultation with the affected teacher, by taking one of the following actions:
 - a. The transfer of excess student(s) to another class.
 - b. The opening of an additional class if sufficient students are available.
 - c. The assignment of additional aide(s) to the class.

- 3.0 In accordance with California Education Code 56195.8 (c), the maximum class size/caseload for an RSP teacher shall be 28.

- 4.0 All Special Day Classes shall be limited to no more than 2 consecutive grade levels. Students enrolled in Special Day Classes shall be provided with an educational program for the same length of time as the regular school day for a chronological peer group unless otherwise authorized and indicated on the Individualized Education Program (California Education Code, Title 5, Section 3431).

- 5.0 Special Education Facilities: When locating and utilizing classrooms and facilities for Special Education, the District shall avoid segregation of students with disabilities from students located in the general education program. When applicable, school leadership councils will determine how to comply with the above at each local site.

- 6.0 Special Education Moving Assistance: For Special Education teachers that change their teaching location and/or room assignment during the school year, the District shall have sole responsibility for moving all furniture, equipment, and supplies to the new location and/or room.

- 7.0 IEP Meetings: IEP meetings shall be held at the student's local school site.

- 8.0 Assessment: Upon request, special education teachers shall be given up to two full release days per semester, at no loss of pay, to complete a federally mandated assessment for students in their class/caseload.

- 8.1 The IEP Team may select a minimum of one district assessment of choice based upon student needs as determined by the educator. Such selection will be reflected on FAPE 2 and/or section K of the IEP for each type of assessment.

- 9.0 Special Education Trainee/Paraprofessional Interview Process: When special education trainee/assistant positions are to be filled by interview, the teacher affected has the right to participate in the interview process.
- 9.1 Special Day Classes shall have a minimum of one (1) paraprofessional at all times during the instructional day without encroachment.
- 10.0 Continued Assignment of Paraprofessional to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same paraprofessional be assigned to the teacher for the following year. The continued assignment of a paraprofessional shall be reasonably determined by the affected teacher, with the concurrence of the site administrator. If the local administrator does not concur with the assignment, the teacher may request a meeting with the site administrator to discuss the issue. If such a meeting occurs, the site administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the paraprofessional position in question is to be ongoing into the next year, and (2) do not guarantee the paraprofessional any particular longevity in assignment.
- 11.0 Special Education Interns
- a. All probationary special educators shall be assigned a Mentor Teacher in order to provide observations, assistance and guidance. Such Mentor services shall include observation of the probationary special educator and/or demonstration lessons.
 - b. Probationary Special Educators should be provided, along with a mentor, documented guidance, assistance, and support including, but not limited to, a mentor teacher, observation of special education classes, district paid conferences, and trainings at the professional rate, job training, effective IEP writing, assessment, parents conferences and updates in special education.
 - c. In order to permit probationary special educators to concentrate upon their basic assignments and continuing education, they shall not be assigned adjunct duties and/or auxiliary jobs. Probationary Special Educators shall not be assigned jobs such as coaching or coordinating, except with written approval of the site administrator.
 - d. Probationary Special Educators shall not be expected to teach outside of the credential field in which they are currently assigned.
 - e. For salary purposes, Interns shall be rated-in under Article XIV, Section 5, and paid the regular salary rate.
- 12.0 Special Education Resources Notebook: All District Special Educators shall be provided with an electronic copy of the Special Education resource notebook containing all pertinent Division bulletins. All additional bulletins shall be emailed to District Special Educators upon release.

ARTICLE XXX - SPECIAL COMMITTEES

Three member subcommittees as designated by UTLA shall meet periodically with the District administration responsible for the following areas to discuss matters of concern. In addition, these groups are to function as subcommittees of the negotiating teams during contract renewal negotiations, with the understanding that they may draft preliminary recommendations for consideration by the parties' full negotiations teams. UTLA and the District may designate one or two members of their respective negotiations teams to participate in any such meetings. The designated subject areas for these special committee meetings are:

1. Adult Education
2. Bilingual
3. Children's Early Education Centers
4. Counselors
5. Traveling Music Teachers
6. Librarians
7. Mentor Teachers
8. Psychologists
9. Special Education
10. Substitutes
11. Multitrack Schools
12. Co-location Coordinators
13. Others may be added by mutual agreement
as special needs arise

ARTICLE XXXI - MISCELLANEOUS

1.0 Facilities for Support Services Employees

~~The District and UTLA recognize that in many schools the facilities available to visiting employees (such as school psychologists, elementary counselors, nurses, audiometrists, audiologists and PSA Counselors) have been considered inadequate by the visiting employees. The District shall upon request consult with UTLA regarding these problems.~~

Each itinerant shall be assigned a confidential workspace(s) as appropriate to meet the requirements of the assignment. Equal access to a room key, parking key, and restroom key as appropriate for their assignment shall be provided. Appropriate is defined to mean each employee provided a room shall have access to a workstation, including but not limited to access to copiers, updated computers/laptops, telephones, current assessment materials necessary to carry out the employee's required tasks, and secure storage space within the room for student data, employee work documents and personal effects. Each school shall have transparency in the distribution of supplies, materials and workspace that includes scoring software, computers, and adequate test equipment.

~~4.0 Special Education Facilities: When locating and utilizing classrooms and facilities the District shall make a reasonable effort to avoid segregation of handicapped and special education students from regular program students.~~

- ~~5.0 — Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDC teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies.~~
- ~~6.0 — IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school site.~~
- ~~6.1 — Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation.~~
- ~~7.0 — Special Education Resources Notebook: Special Education Department chairs shall be provided with a copy of the Special Education resource notebook containing all pertinent Division bulletins.~~
- ~~8.0 — Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.~~
- 9.0 Access to School Facilities: Employees shall have equal access to all telephones, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable manner. Employees shall also have equal access to on-site parking spaces, except that parking spaces are to be reserved as follows:
- a. ~~For identified handicapped staff members and for handicapped visitors as provided by law. All staff members and visitors with disabilities.~~
 - b. For the school nurse, near the school entrance.
 - c. No more than two spaces in elementary, three spaces in secondary, and three spaces in adult schools shall be reserved for staff having official school business requiring individuals to leave the school premises and return during school hours on a specific day.
- ~~10.0 — House Leaders: House leaders at the Middle School shall be permanent teacher if practicable.~~

APPENDIX A - SPECIAL EDUCATION

BULLETIN NO. 29 (Rev.) — December 1, 1981

~~SUBJECT: OPTIMUM CLASS/CASELOAD NORMS AND PROCEDURES TO OPEN,
CLOSE OR RELOCATE SPECIAL EDUCATION SPECIAL DAY OR RESOURCE
SPECIALIST CLASSES~~

~~I. Optimum Class/Caseload Norms~~

~~H. Procedures to Open, Close or Relocate Special Education Special Day or Resource Specialist
Classes~~

~~(This revision supersedes the bulletin of the same number issued on December 10, 1980. The
content has been updated to reflect changes in recent legislation and District procedures. Note
especially those changes in the optimum class/caseload norm table in ATTACHMENT A.)~~

~~I. ——— OPTIMUM CLASS/CASELOAD NORMS~~

~~As a result of recent legislation (SB 1870, July 28, 1980), the California State Education Code
has eliminated previous State mandated special education class sizes and Designated Instruction
and Services (DIS) caseload norms. The Resource Specialist program is an exception, with a
norm range of 24-28 pupils.~~

~~In order to provide guidelines for pupil placements and for the opening and closing of classes,
optimum class/caseload norms have been developed (see ATTACHMENT A).~~

~~Optimum class norms may be exceeded by two pupils on a temporary basis when necessary to
provide services to individuals with exceptional needs.~~

~~Note that pupils enrolled in Special Day Classes shall be provided with an educational program
for the same length of time as the regular school day for a chronological peer group unless
otherwise authorized and indicated on the Individualized Education Program (California
Administrative Code, Title 5, Section 3431).~~

~~H. ——— PROCEDURES TO OPEN, CLOSE OR RELOCATE SPECIAL EDUCATION
SPECIAL DAY OR RESOURCE SPECIALIST CLASSES~~

~~A. ——— Region coordinators, special education, or principals, special education schools, shall
initiate/complete a "Request to Open, Close or Relocate Special Education Special Day
or Resource Appendix A – Special Education Specialist Classes" form (Form No. SE-18,
Revised 11/81). Quantities of the form are provided to the administrative area offices and
special schools for that purpose.~~

~~B. ——— Area Coordinator, Counseling and Psychological Services, shall inform Area
Coordinators, Special Education, when there is an identified need for additional classes.~~

~~C. ——— Program Coordinators, Special Education, shall be notified to provide technical
assistance or to facilitate consolidation of pupils from two or more classes.~~

~~D. ——— A request to open a Special Day Class may not be based on an initial enrollment of less
than one-half the optimum class cap (see ATTACHMENT A).~~

E. ~~Area Coordinators, Special Education, shall obtain the approval signature of the Area Superintendent; principals, Special Schools, shall obtain the approval signature of the Director, Special Schools. The Assistant Superintendent, Division of Special Education, shall approve or disapprove the request. A copy of the request, indicating approval or disapproval, shall be returned to the initiator. If approved, the Division of Special education shall send copies to appropriate offices.~~

~~For assistance, please call Al A. Casler, Administrator, Special Education Programs in Regular Schools, at 625-6705, or Victor A. Signorelli, Director of Special Schools, at 625-6703.~~

~~APPROVED: JOSEPH P. LINSOMB, Associate Superintendent, Instruction~~

~~DISTRIBUTION:~~

Class/Caseload Categories	SERVICE SITES			
	Regular School	Special School	Through 8 Years	9 Years and above
SPECIAL DAY CLASSES				
Assessment Service		x	12	12
Autistic	x	x	8	6
Blind/Partially Seeing	x	x	8	10
Deaf/Blind		x	3	5
Deaf/Hard of Hearing	x	x	6-8	8-10
Developmentally Handicapped		x	10	10
Educable Retarded	x		12 or 14*	12 or 14*
Learning Handicapped (EH)	x	x	12	12
Multihandicapped	x	x	6	8
Noncategorical	x	x	8	12
Orthopedic/Other Health Impaired	x	x	12	16
Seriously Emotionally Disturbed	x	x	8	8
Severe Disorders of Language/Aphasia	x		6	8 or 10**
Teleclass	n/a	n/a	20	20
Trainable Mentally Retarded		x	12	12
RESOURCE SPECIALIST PROGRAM	x			24-28
DESIGNATED INSTRUCTION AND SERVICES				
Adaptive Physical Education	x	x		70
Audiology	x	x		115
Counseling	x	x		22
Deaf/Hard of Hearing	x	x		12
Home Hospital	n/a	n/a		10
Language/Speech Development & Remediation	x	x		55
Orientation & Mobility Instruct. for Blind	x	x		12
Physically Handicapped In Regular Class	x	38		
Specialized Driver Training		x		x 10
Visually Handicapped	x	x		12
Vocational Education for the Handicapped	x	x		75

*12 if a 4 year age span **10 if a secondary level aphasia class

- (a) ~~If optimum class cap is exceeded by two for a temporary period of time which exceeds one month, a referral may be made to the Area Coordinator, Special Education, who may contract the Assistant Superintendent, Special Education, for assistance. (refer to 7.0)~~
- (b) ~~Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year.~~

SPECIAL DAY CLASSES Cap Sizes and Paraprofessional Ratios

<u>Type of Special Day Class</u>	<u>Student Eligibility</u>	<u>Class Caps</u>	<u>Student/Paraprofessional Ratios</u>
<u>Autism Mild to Moderate</u>	<u>Autism (Core Curriculum)</u>	<u>10</u>	<u>5:1</u>
<u>Autism Moderate to Severe</u>	<u>Autism (Alternative Curriculum)</u>	<u>8</u>	<u>4:1</u>
<u>Deaf and Hard of Hearing</u>	<u>Deafness or Hard of Hearing</u>	<u>6 (thru 8 years)</u> <u>8 (9 years and up)</u>	<u>3:1 (thru 8 years)</u> <u>4:1 (9 years and up)</u>
<u>Visually Impaired</u>	<u>Blindness or Visual Impaired</u>	<u>6 (thru 8 years)</u> <u>8 (9 years and up)</u>	<u>3:1 (thru 8 years)</u> <u>4:1 (9 years and up)</u>
<u>Preschool for All Learners</u>	<u>Development delayed, Multiple Disabilities, Other Health Impairment, Speech or Language Impairment</u>	<u>10</u>	<u>5:1</u>
<u>Emotional Disturbance</u>	<u>Emotional Disturbance</u>	<u>8 (thru 8 years)</u> <u>6 (9 years and up)</u>	<u>4:1 (thru 8 years)</u> <u>3:1 (9 years and up)</u>
<u>Intellectual Disability Moderate</u>	<u>Intellectual Disability (Alternative Curriculum)</u>	<u>10</u>	<u>5:1</u>
<u>Intellectual Disability Severe</u>	<u>Intellectual Disability (Alternative Curriculum)</u>	<u>8</u>	<u>4:1</u>
<u>Multiple Disabilities</u>	<u>Established Medical Disability and Traumatic Brain Injury</u>	<u>6</u>	<u>3:1</u>

<u>Specific Learning Disability</u> <u>*if the majority of students, (50%+1) have an eligibility of Autism in a specific class, then the class becomes an Autism Class with proper ratios</u>	<u>Other Health Impairment, Specific Learning Disability, Autism</u>	<u>10</u>	<u>10:1</u>
<u>Orthopedic Impairment</u>	<u>Orthopedic Impairment</u>	<u>6</u>	<u>3:1</u>

Appendix A- Special Education

DESIGNATED INSTRUCTION AND SERVICES

<u>Adaptive PE</u>	<u>70 students</u>
<u>Audiology</u>	<u>80 students</u>
<u>PSA counselor, school based</u>	<u>No more than 3 school sites</u>
<u>PSA Counselor, specialized unit</u>	<u>Max 75 caseload</u>
<u>Deaf/Hard of Hearing</u>	<u>12 students</u>
<u>Home Hospital</u>	<u>10 students</u>
<u>Language/Speech</u>	<u>55 students</u>
<u>Language/Speech 3-5 years</u>	<u>40 students</u>
<u>Orientation and Mobility</u>	<u>12 students</u>
<u>Visually Impaired</u>	<u>12 students</u>
<u>Psychiatric Social Workers providing ERICS counseling</u>	<u>25 maximum</u>
<u>Psychiatric Social Workers</u>	<u>No more than 10 school sites</u>
<u>Psychiatric Social Workers providing PUC counseling</u>	<u>40 maximum</u>
<u>Psychiatric Social Workers providing ERICS/PUC counseling</u>	<u>30 maximum</u>

Occupational Therapist

16 school based direct student contact/treatment hours

School Psychologists, general education school

ratio not exceed 750:1

School Psychologists, providing services other work sites (special education, non-public schools, etc.)

based on recommendations by the Workforce Assignment Taskforce.

- a. Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year. (California Education Code 56026 (c)(4))
- b. For designated instruction and services, if optimal caseloads are exceeded by 2 for a period of time which exceeds one month, a referral may be made to the Workload/Assignment committee. The Committee may refer the issue to the Assistant Superintendent for Special Education or the Executive Director for Student Health & Human Services.
- c. Workload/Assignment Committee for HHS Itinerant Employees
 1. A Workload/Assignment Taskforce will be comprised of an equal number of District Department leaders and UTLA designees. The Taskforce would develop reasonable caseloads/workloads and job duties for each discipline based on a weighted model. This includes determining what assignments are available for the coming year, a preference form, how assignments are made, and an appeals process. Specifics for this workload/assignment taskforce are to be developed by each job category and have final decision making upon agreement. LAUSD and the UTLA-Health & Human Services Committee Chair shall equally collaborate, plan, and co-chair this committee.
 2. The District will review on a quarterly basis itinerant caseloads and make adjustments to ensure equitable workloads. The following factors shall be taken into consideration when ensuring equitable workloads: identified needs on student IEPs, needs of the population, age, number of students, number of assigned schools.
 3. Itinerant Providers shall not be required to make up hours for lost student services resulting from utilization of contractual or statutory leave, student absences, or other reasonable absences such as state and/or district exams or field trips.
 4. This Taskforce will establish a process to meet once every 60 days or as needed to resolve concerns related to unreasonable and /unequitable workloads.

5. Definitions:
- i. Workload - Refers to all activities required and performed by the service provider. This includes the caseload (e.g., number of individual students served), but also refers to all activities that are necessary and important to support student educational programs, implement best practices for itinerant services, ensure compliance with educational mandates and fulfill the responsibilities that are associated with working in a school or clinic setting.
 - ii. Caseload - The number of children provided direct services.
 - iii. Crisis - An event or circumstances involving a student or students severe enough to keep an itinerant service provider past their contractual work day or hours; including but not limited to suicide, grief counseling, suicide risk, threat, assessment, and other high risk issues, etc.