

05-12-22 UTLA Proposal
06-02-22 District Counter Proposal

ARTICLE I

RECOGNITION

1.0 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.

<u>Job Number</u>	<u>Job Title</u>
11100778	Adapted Physical Education Teacher K-12
...	
11100777	Elementary Traveling Music Teacher <u>Arts Education Itinerant Teacher</u>
...	
XXXXXXXX	Resource Specialist Teacher Inclusion

ARTICLE IV

UTLA RIGHTS

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8.3 Itinerant Chapter Chairs

- a. The District shall recognize one Chapter Chair for each Local District, or similar governance structure, for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech and Language Pathologists, Occupational & Physical Therapists, and Visual and Performing Arts (VAPA) educators.
- b. The District shall recognize up to six (6) Chapter Chairs for Substitutes.
- c. The District shall recognize one (1) Chapter Chair Districtwide for each of the other itinerant employment categories.
- d. UTLA shall annually provide written notification to the District Office of Labor Relations identifying the bargaining unit members serving in itinerant and Substitute Chapter Chair positions.
- e. For any District-wide or Local District-wide meeting convened by the District for itinerant employees or Substitute employees, a representative Itinerant Chapter Chair or Substitute Chapter Chair shall have the right to propose agenda items for such meetings. One representative Itinerant Chapter Chair or Substitute 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.

Activities of these Chapter 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. One (1) day of paid released time per month shall be provided to all Itinerant Chapter Chairs identified in Sections a, b and c above, upon request to their direct supervisor.

ARTICLE VI

WORK STOPPAGE

~~1.0 — Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, UTLA agrees to the following:~~

~~a. — Neither UTLA nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage during the term of this Agreement. In the event of any actual or threatened strike, slowdown or other work stoppage, UTLA and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same; and~~

~~b. — Any employee engaging in any strike slowdown or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law.~~

1.0 During the term of this Agreement or any written extension thereof, UTLA, on behalf of its officers and agents agrees:

- a. There shall be no strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with District operations during the life of this Agreement or any written extension thereof.
- b. UTLA, on behalf of its officers and agents, agrees that it shall not in any way authorize, assist, sanction, condone or, participate in any activities, including sympathy strikes, in violation of this Article.
- c. Any employee who violates this Article shall be subject to discipline up to and including termination of employment.
- d. UTLA shall immediately take whatever appropriate action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such appropriate action shall include but not be limited to sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and that the activity is prohibited. The prohibitions set forth in this article regarding participation in concerted activities do not apply to employees with respect to the use of their personal non-work time.
- e. Nothing herein constitutes a waiver of the District's right to seek appropriate legal relief in the event of a violation of this Article.

1.1 Disputes arising under this Article are to be handled according to appropriate judicial proceedings rather than the grievance procedures of Article V.

ARTICLE IX

HOURS, DUTIES, AND WORK YEAR

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3.0 Minimum On-Site Obligation ~~For Full-Time Classroom Teachers~~: It is understood that all full-time classroom teachers (including Teacher Librarians) at a particular school or center (excluding those in the Division of Adult and Career Education) shall be assigned a minimum on-site duty obligation of uniform duration ~~six (6) hours~~, but may have differing class schedules, hours of assignment and starting times. Teachers and other UTLA represented employees with 6-hour on site obligation times shall remain on-site for one hour after the instructional day on Mondays and Thursdays to participate in designated collaboration time and professional development activities.

3.1 For the purpose of implementing a professional development banked time schedule, full time teachers shall have the following on-site obligations:

<u>Grades</u>	<u>Before Instructional Day</u> 180 day	<u>After Instructional Day</u> <u>Tuesday, Wednesday & Friday</u> 180 day	<u>After Instructional Day</u> <u>Monday & Thursday</u> 180 day	<u>Weekly Average Teacher Instructional Minutes (a)</u> 180 day
<u>Pre-K</u>	30	10	10	According to program requirements
<u>AM-PM</u> <u>Kinder garten</u>	30	40	40	1550 (b)
<u>Full Day</u> <u>Kinder garten</u>	24	40	40	1550
<u>4 UTK -</u> <u>5/6</u>	<u>24-17</u>	10	60	1550
<u>6 - 12</u>	<u>7-5</u>	<u>6-2</u>	60	1550

Elementary grades UTK - 5 instructional time is exclusive of teacher break (recess) and lunch. Secondary instructional time is inclusive of passing periods and exclusive of the preparation period, lunch and nutrition periods..

Item (a) in the above chart indicates the number of minutes on a weekly average. Daily minutes will vary due to professional development and early student release on Tuesday.

~~Item (b) in the above chart indicates that Kindergarten daily average instructional time in a.m.–p.m. programs includes 200/221 minutes of instructional time and 110/122 minutes of instructional support.~~

For Elementary programs in 180-day calendar schools, the total daily average preparation time is ~~34~~ 27 minutes. Preparation time minutes may be divided between a.m. and p.m. at local school site discretion.

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3.4 ~~Library Media Teachers~~ Teacher Librarians: ~~Library media teachers~~ Teacher Librarians shall have a scheduled minimum on-site obligation of sufficient duration that they can personally keep the library open to students one-half hour before and after the normal full pupil day for the school. ~~Library Media Teachers~~ Teacher Librarians shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for ~~Library Media teachers~~ Teacher Librarians.

3.5 Non-Classroom Teachers: For purposes of this Article, the term "non-classroom teacher" refers to those full-time employees whose classroom teaching assignment, if any, is fewer than three periods per day in secondary, or less than half-time in elementary. **[CCL]**

a. All employees paid on the Special Services Salary Table, including but not limited to psychologists, PSA counselors, and audiologists, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator. ~~Employees with eight hour assignments may work two hours off site to document, download and analyze data; update intervention plans; and fulfill other duties as needed. It is understood that all Student Health and Human Service Professionals and itinerants at a particular school or center shall be assigned an on-site duty obligation of six hours, but may have differing hours of assignment and/or starting times.~~

b. Also subject to the hours and duties provisions of subsection a are non-classroom teachers paid on the Preparation Salary Table (including but not limited to counselors, "in-

house deans," coordinators and advisers) who either (1) are assigned to a location other than a school site, or (2) ~~Voluntarily, at the time of initial assignment,~~ accept a position which includes extra pay for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments.

- c. Non-classroom teachers assigned to a school site and paid on the Preparation Salary Table (including but not limited to nurses ~~all Student Health and Human Service Professionals, itinerant staff,~~ counselors, "in-house deans," and advisers) who do not receive any extra pay (~~see c., above~~) shall observe on-site hours which are to be not less than the hours observed by the teachers at the site, and remain on-site as necessary to perform the assigned duties of the position and the professional obligations of Section 4.0 which are appropriate to their work. These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers' responsibilities. School psychologists assigned to school site(s) shall also be covered by the above provisions. ~~Differentials and/or stipends that extend an employee's onsite time must be voluntary, at the time of initial assignment.~~
- d. All non-classroom teachers shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work
- ~~d. Non-classroom teachers who provide class coverage during their contractual workday shall be compensated at their hourly rate.~~
- e. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers. **[CCL]**
- ~~g. Supervision duties shall not exceed 30 minutes per day.~~

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- 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 ~~related to their assignment~~; 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. ~~Any activities outside of the contractual work hours should be voluntary, completed at the discretion of the employee when possible, and compensated at the employee's hourly rate. In the event of an emergency outside of the contractual work hours, the extended time shall be compensated at the employee's hourly rate.~~

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4.2 All duties required of each employee shall meet the test of reasonableness, and shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school or center. ~~The assignment of professional duties should not extend the employee's regular workday (on an ongoing basis) or be excessive to the point that it precludes the employee from completing the core duties of their position during the workday. Professional duties must fall under the activities authorized by the credential required for the employee's position.~~

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 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~~ twenty-four (24) hours 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.

[AGREED]

4.4 Meeting on the Two Pupil-Free Days: Site administrators shall make a reasonable effort to limit required meeting time on the two pupil-free days (see Section 10.0c.) in order to provide time for class and room preparation. Such meetings are not to exceed 3 hours ~~one (1) hour~~ each day total unless a majority of the involved faculty consents.

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6.0 Secondary Preparation Period: Each regular full-time secondary classroom teacher (or ~~library media teacher including full-time CTE teachers and~~ Teacher Librarians) 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.

- 6.1 Secondary ROC/ROP Weekly Preparation Time: Beginning with the 2019-20 school year, teachers serving under a Regional Occupational Center/Regional Occupational Program (ROC/ROP) Contract in Secondary Schools and teaching classes six (6) periods during the instructional day shall be assigned ten (10) additional hours per month for professional duties including preparation for class, collaborative planning and conferences with parents, students, and staff members.
- 7.0 Elementary Preparation Period: Each regular elementary classroom teacher shall be provided with a daily period of preparation of 40 27 minutes within the minimum on-site obligation (~~30~~ 17 minutes before school, 10 minutes after school). 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 supervision of grounds and bus arrival/departure) during those periods of time. ~~A schoolwide schedule shall be established wherein PE and Arts teachers provide instruction for all students equitably. This time shall be provided as additional preparation time for Elementary classroom teachers. PE and Arts teachers shall be paid for a minimum of one (1) hour of preparation time per week. In situations where the PE or Arts teacher is absent, the affected classroom teacher(s) shall be compensated at their regular rate of pay for the lost preparation time.~~ Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where a majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay; provided, that additional pay shall not be authorized for any of the following:
- a. Supervision reasonably assigned on inclement weather schedule **[CCL]**
 - b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or **[CCL]**
 - c. Supervision of the teacher's students to and from the classroom; or **[CCL]**

d. Any normally assigned basic duties apart from the above-described non-classroom supervision. **[CCL]**

7.2 The above rules are applicable to regular elementary programs. Elementary teachers who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary program the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the basic elementary rules; those teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers. **[CCL]**

~~7.3 In an effort to facilitate earlier class starting times during hot weather months in new year-round elementary schools without functioning air conditioning, the 30-minute preparation period in such schools may be observed after school hours. Once approved by the Local School Leadership Council, individual teachers would then determine (on a regular basis) whether they would observe this prep period before or after school. **[AGREED]**~~

7.4 If an Early Education Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period. The District shall make a reasonable effort to schedule aides to supervise the children in order to allow an uninterrupted preparation period. In situations where an aide is not available to supervise the students during their rest periods and the Early Education teacher(s) is required to supervise students during their District-scheduled preparation time, the affected Early Education Center teacher(s) may perform the preparation duties on-site outside of their regular work hours and be compensated at their hourly rate of pay.

7.5 Elementary Supervision Time: Except as provided below, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrivals/departure) during recess or lunch, or during the period of time ~~including and~~ following the 10 minute preparation period at the end of the school day. In situations where the above-assigned personnel are not available to cover the supervision, or other compelling circumstances exist, classroom teachers may be assigned such duties on a rotating basis but such assignments and pay shall be as provided herein, below.

a. The additional pay shall not be authorized for non-classroom teachers or for any of the following situations involving classroom teachers: **[CCL]**

- (1) Supervision reasonably assigned on inclement weather schedules;
- (2) Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);
- (3) Supervision of organized student activities and student organizations;

- (4) For teachers who have a "T+" or coordinatorship differential which covers the supervision duties (provided that, in such cases, the District shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);
- (5) Supervision of the teacher's students to and from the classroom; or
- (6) Any normally assigned basic duties apart from the above-described non-classroom supervision.

b. Assignment and Pay for Supervision: Commencing at the start of any school year, elementary teachers shall be permitted to place themselves (on a voluntary basis) on a "first call" list for paid supervision duties as needed, with the understanding that such services will be paid at the Extended Teaching Assignment hourly rate (Appendix E, Section 6.0). If from time to time the demand for paid supervision exceeds the capacity of the volunteer "first call" list, the remainder of the teachers will be subject to assignment on a rotating, non-voluntary basis, but will be paid at the individual's own regular rate of pay.

[CCL]

c. The above rules are applicable to regular elementary programs. Elementary teachers, who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary situation the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the above basic elementary rules, and the teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers. **[CCL]**

ARTICLE IX-A

ASSIGNMENTS

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2.0 Uniform Staffing Procedures For All UTK-12 Schools 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 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 twenty-one (21) calendar days prior to the teacher's last scheduled work day. 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 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~~ shall 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: After the creation and posting of the matrix as required above, Teachers with the specified credentials and required qualifications ("qualified") ~~may~~ shall request assignment to their grade level (elementary), specific class(es) within a department (secondary) or track (multi-track) using a teacher preference form or other locally determined method. 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. Elementary School Assignments: Employees in elementary schools and in programs such as Early Education Centers, development centers and ungraded programs shall be deemed a single group for assignment purposes. In each of these schools, ~~assignments to tracks,~~ grade levels and classes shall be made pursuant to the following procedure. **[AGREED]**

~~d. There shall be no general education combination classes in elementary schools.~~

(1) Tracks and Grade Levels:

(i) The site administrator, after consultation with the chapter chair, shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions ~~by track and~~ by grade level that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers ~~by each track and by all tracks as a whole,~~ and by each grade level and by all grade levels as a whole, shall reasonably approximate the percentage of permanent teachers at the site. **[AGREED]**

(ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the ~~track and~~ grade level positions for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the ~~track and~~ grade level openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.

(iii) The site administrator shall then assign the non-permanent teachers ~~to all the tracks and~~ to all the grade levels so that the

percentage of otherwise qualified non-permanent teachers assigned to each track and to all tracks as a whole, and to each grade level and to all grade levels as a whole, reasonably approximates the percentage of non-permanent teachers at the site. Such grade level assignments of non-permanent teachers shall be for a period of two years unless the site administrator subsequently determines with substantial documentation that any specific assignment does not meet educational program needs or the site administrator and the teacher otherwise agree.

(2) Classes: The site administrator shall assign all teachers at these sites to classes. **[CCL]**

(3) Sections 2.1 and 2.2 apply in the circumstances described therein. **[CCL]**

~~(4) The District shall provide itinerant employees with lists of all available positions, and itinerant employees shall complete annual preference sheets using the provided list. The district will make an attempt to give bargaining unit members one of their top three choices. Supervisors shall assign itinerant employees on the basis of District seniority. The only exception shall occur when the supervisor reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply. Itinerant employees shall be notified in writing of any school site assignment changes prior to notifying affected school sites.~~

e. Secondary 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. **[CCL]**

(1) Tracks:

(i) The site administrator, after consultation with the chapter chair shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions ~~by track~~ that are available for the assignment of otherwise qualified permanent and nonpermanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers ~~by each track, and by all tracks as a whole,~~ shall

reasonably approximate the percentage of permanent teachers at the site.

(ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the positions ~~by track~~ for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the track openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.

(iii) The site administrator shall then assign the non-permanent teachers to all the tracks so that the percentage of otherwise qualified nonpermanent teachers assigned to each track and to all tracks as a whole reasonably approximates the percentage of nonpermanent teachers at the site. **[CCL]**

(2) Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests. **[CCL]**

(3) Classes: Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, ~~through the locally determined method,~~ in a fair and equitable manner, taking into account seniority, qualifications and educational program needs.

(4) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein

~~(5) The District shall provide itinerant employees with lists of all available positions, and Itinerant employees shall complete annual preference sheets using the provided list. The district will make an attempt to give bargaining unit members one of their top three choices. Supervisors shall assign itinerant employees on the basis of District seniority. The only~~

~~exception shall occur when the supervisor reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply. Itinerant employees shall be notified in writing of any school site assignment changes prior to notifying affected school sites.~~

~~f. DACE Assignments: Qualified, permanent DACE teachers may request assignments up to thirty (30) hours per week. For DACE employees, wherever located, assignment to tracks, department and classes shall be made pursuant to the following procedure:~~

~~(1) Priority 1: Qualified permanent DACE teachers at the school site on the basis of District seniority to the teacher's tenure base~~

~~(2) Priority 2: Qualified probationary DACE teachers at the school site up to 30 hours per week, on the basis of years of service in DACE~~

~~(3) Priority 3: Qualified non permanent, non probationary, DACE teachers at the school site up to 30 hours per week, on the basis of years of service in DACE~~

~~(4) Priority 4: Qualified permanent DACE teachers at the school site who request additional hours over 30 hours per week~~

~~(5) Priority 5: All other qualified teachers~~

~~The only exception shall occur when the site administrator reasonably determines that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection below shall apply~~

~~e.g. Dispute Resolution Procedure (Elementary and Secondary 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 and d immediately above, the determination as to whether the assignment was inappropriate shall be handled under the procedures of Article V-A. [CCL]~~

~~f.h. Dispute Resolution Procedure (Secondary 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~~

teacher , 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: **[CCL]**

- (1) Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure. **[CCL]**
- (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 binding. **[CCL]**

~~i. Dispute Resolution Procedure (DACE Assignments): In the case of a dispute as to the assignment of a DACE teacher to classes shall be resolved solely pursuant to the procedures of Article V-A. The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and binding~~

~~g-j~~ Alleged violations of the procedures set forth in subsections e and f above are subject to the grievance procedure of Article V; the substance of the assignment decision is not. **[CCL]**

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): **[CCL]**

- a. The principal shall notify the UTLA Chapter Chair of all UTLA represented openings and vacancies. The principal and department or grade level 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. **[CCL]**
- 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. **[CCL]**

2.2 Staffing Procedures After Norm Day: If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, transferee, substitute, or auxiliary assignments (secondary). **[CCL]**

~~2.3 — Staffing Procedures for DACE After Initial Selection: All remaining new or vacant part-time positions or courses shall be posted at the applicable time-reporting site, and on the LAUSD/DACE Employment Opportunities website and emailed to UTLA. The posting shall identify:~~

- ~~a. — the subject(s)~~
- ~~b. — number of hours per week~~
- ~~c. — class schedule and time(s)~~
- ~~d. — projected length of assignment~~
- ~~e. — Location~~
- ~~f. — certification required~~
- ~~g. — any special skills and qualifications~~
- ~~h. — the deadline for applications.~~

~~The site administrator shall first consider those qualified applicants currently assigned to the site whose assigned schedule would not conflict with the additional work and who, if selected, would remain in current status with the Division. “Qualified”, as used in this subsection, means that the applicant:~~

- ~~a. — Has taught the same course or closely related (e.g. English 1,2,3,4) course in the same subject during the most recent six semesters/trimesters~~
- ~~b. — Possesses the requisite credential~~
- ~~c. — Possesses appropriate training and/or experience needed for the position~~
- ~~d. — Possesses the needed instructional skills or qualifications as stated on the job postings.~~

~~Remaining unfilled positions shall be posted at the Division Central Office and on the DACE Employment Opportunities Web page and at the time reporting sites and major branches and emailed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site administrator shall select using the priorities listed above in Section 2.0(e). Positions which are created or become available after the~~

~~initial staffing procedures are completed shall also be posted and filled as stated above, but may also be filled immediately on an interim basis.~~

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

- a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the school. **[CCL]**
- 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 ~~in consultation with the Local School Leadership Council.~~
- c. With respect to categorically funded dean or coordinator positions, determination as to whether there shall be such a position is to be made by appropriate statutory site councils. **[CCL]**
- d. 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 (ROCROP), departments large enough to warrant a full time coordinator may have full time coordinators. **[CCL]**
- e. With respect to regularly-funded coordinator 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. **[CCL]**
- f. Any claims alleging violation of the above procedures shall be subject to the alternate grievance procedures of Article V-A. **[CCL]**

5.0 Required Elections of School-site Coordinators and Deans: Elections for the positions of full time 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 coordinator and dean positions in the following circumstances: **[CCL]**

- a. The position must be paid on the Preparation Salary Table; **[CCL]**
- 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, ~~or if two part-time positions are filled by one full-time coordinator,~~ the resulting part-time coordinators shall also follow the selection process in 6.0 shall be followed)
- c. The position does not involve carrying a rollbook; and **[CCL]**
- d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis. **[CCL]**
- e. Elections are not applicable to supplemental coordinatorships such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments. **[CCL]**

...

7.0 Dean Election Procedure at School Sites

- a. The school site administrator ~~in consultation with School Site Council and Local School Leadership Council (or equivalent)~~ 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 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. **[CCL]**
- c. These elections are to be supervised jointly by the site administrator and chapter chair. **[CCL]**
- d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A. **[CCL]**

...

11.0 Secondary Counselor Reassignment [to Teaching Position]: Counselors who are reassigned [to a classroom teaching position] shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable. **[CCL]**

ARTICLE IX-B

PROFESSIONAL DEVELOPMENT

- 1.0 Purpose and Goals: Regular 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. 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, professional development and continued learning 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. 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: **[CCL]**
- 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; **[CCL]**
 - b. Be appropriately responsive to the site's needs assessment and/or evaluations of similar programs offered in the past; **[CCL]**
 - 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; **[CCL]**
 - 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; **[CCL]**
 - 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; **[CCL]**
 - f. Be intellectually engaging and reflect the complexity of the teaching and learning processes; and
 - g. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress. **[CCL]**

- h. Provide all educators access to high-quality PD regarding culturally responsive curriculum.
- i. Provide educators PD on providing students with disabilities access to a Free and Appropriate Public Education (FAPE).
- j. Provide ~~out-of-classroom staff and~~ itinerant staff assigned to multiple sites with PD that is relevant to their assignments. ~~Out-of-classroom staff shall be defined as staff that do not carry a class roster for more than 50% of their defined work day.~~

...

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 ~~4~~UTK-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; **[CCL]**
- b. In elementary schools, grades ~~4~~ UTK-5/6 ~~and in full-day kindergarten~~, such time shall total ~~1560~~ in the range of 2,100 – 2,340 yearly minutes and shall be accumulated by increasing instructional time by ~~nine~~ twelve to thirteen (12 – 13) minutes per day in accordance with the number of designated Tuesdays at 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~~ all Tuesdays designated by the District (typically between 35 to 39 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~~ in the range of 2,100 – 2,340 yearly minutes and shall be accumulated by increasing instructional time by ~~seven~~ twelve to thirteen (12-13) minutes per day in accordance with the number of designated Tuesdays at 180-day schools and by eight minutes per day in 163-day schools. Students will be dismissed ~~90~~ 60 minutes earlier than normal dismissal time on ~~fourteen designated~~ all Tuesdays designated by the District (typically between 35 to 39 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; **[CCL]**

- e. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined; **[CCL]**
- 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 PD that extends one-hour beyond the scheduled banked time shall count towards the thirty (30) faculty meeting maximum per school year in accordance to, Article IX, Section 4.3 and Article XXVII, Section 2.4(Bi).~~

...

~~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) 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.~~

ARTICLE X

EDUCATOR DEVELOPMENT, SUPPORT AND EVALUATION

- 1.0 Purpose: The purposes of these procedures are to encourage a career long growth model of educator development and support, evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, and continue to improve the quality of educational services provided by employees.
[CCL]
- 2.0 Evaluator: The employee's immediate administrator shall be responsible for ~~evaluating the evaluation of the employee~~ and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility. Any bargaining unit employee, including but not limited to a department chairperson, who objects to being required to evaluate another employee, shall not be required to do so, but may be required to participate in classroom visitations, guidance and assistance. As to evaluation of site-based support service personnel excluding library media teachers, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation.
- 3.0 Frequency: Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees. In the case of permanent employees who are deemed "highly qualified" under 20 U.S.C. Section 7801, and have been employed by the District for at least 10 years, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:
- a. Any such arrangement for an evaluation beyond the two-year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.
 - b. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should ~~shall~~ be given before the end of the school year preceding the next intended evaluation ~~by the site administrator~~, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.

- c. Because the Education Code (Section 44664) makes these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of the notice provisions of paragraph b. above are subject to grievance procedures.
- d. In recognition of the increased time and effort that improvements to the evaluation system entail for both site administrators and teachers, the District immediately will be authorizing extensions of the period of time between evaluations for most employees with ten or more years of experience, from every second year to every third, fourth or possibly fifth year, pursuant to agreement between the administrator and employee, as provided above.

...

6.3 Grievances: Evaluations are not subject to the grievance procedures of Article V, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Exceeds Standards" or "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. Expedited arbitration procedures will be utilized when the threshold issue of "significant disparity" is submitted to a preliminary hearing for determination as to whether the case is subject to the grievance procedure (see Article V, Sections 13.0 and 15.0). Violations of any of these procedures in whole or part are subject to the grievance process.

...

8.5 Evaluation of Itinerant Employees: An Evaluation Work Group, comprised of three (3) UTLA appointees and two (2) three (3) District appointees, shall be established to improve the evaluation process for itinerant employees. The Work Group shall meet quarterly and shall provide recommendations to their respective bargaining teams. a report to UTLA and the LAUSD Division of Instruction for consideration.

ARTICLE X-A

DISCIPLINE

...

5.0 Accountability for Quality of Performance:

a. In order to ensure that employees are focused on their central mission of performing satisfactorily in the area of teaching methods, instruction and delivery of other services and have not engaged in unprofessional conduct, employees who do not receive a Notice of Unsatisfactory Act or Service, Suspension or "below standard" evaluations shall be deemed ~~ineligible~~ eligible for service or entitlement to the following during the following school year:

- i. Voluntary bargain unit member-initiated transfers including employee-initiated transfers for employees time reported from central or regional locations and Early Education Centers;
- ii. Mentor Service (See also Article XXVI, Section 4.0);
- iii. Coordinator, dean, instructional coach or department chair positions;
- iv. Summer session and/or intersession;
- v. Permissive leaves; or
- vi. ~~Exchange of track assignments or exchange days; or~~
- vii. Auxiliary periods and other auxiliary services involving extra-pay for extra work, but excluding athletic coaching and activity assignments.

ARTICLE XI

TRANSFERS

...

18.0 Secondary Counselor Displacement: Displacement of Secondary Counselors from school sites or reassignment [to a classroom teaching position] of Secondary Counselors shall be in order of district seniority. Possession of a teaching credential shall not be a factor for consideration in this scenario.

ARTICLE XII

LEAVES AND ABSENCES

...

12.3 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) shall receive credit for full-pay illness absence hours up to ten days (pro-rated for those employed for less than a full school year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored. **[CCL]**

a. ~~Illness Days for Early Education Center Employees: Early Education Center teachers shall earn four (4) additional illness days per year for a total of fourteen (14) days per year.~~

b. ~~Illness Days for Substitute Employees: Substitute employees are entitled to up to six (6) paid illness days or 32 hours in a 12-month period beginning on the 90th working day of employment. Paid illness days may only be used on days the employee is scheduled to work or offered an assignment. Unused illness days may be accrued for up to three (3) years.~~

...

12.11 Catastrophic Illness Leave Program: Eligible employees may apply to receive full-pay illness donations through the District's Program of Donation for Catastrophic Illness and abide by its terms and conditions. This program is intended for those employees who are currently experiencing a catastrophic illness or injury and whose prognosis is that they are expected to return to work. ~~Employees shall be eligible to receive full-pay illness donations through this program for each separate occurrence of a catastrophic illness or injury.~~

...

24.0 Family Care and Medical Leave/Absence: (The following provisions may be changed when final regulations are adopted by the California Fair Employment and Housing Commission and the United States Department of Labor.) An unpaid Family Care and Medical Leave/Absence shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least 12 months and who has served for 130 workdays during the 12 months immediately preceding the effective date of the leave. For purposes of this section, furlough days and days worked during off basis time shall count as "workdays." The Family Care and Medical Leave/Absence may be granted for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of

the child by the employee, the serious health condition of a child of an employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition. **[CCL]**

...

24.2 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled work weeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave, effective July 1, 2007. An employee will be entitled to 12 weeks of leave during the 12- month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. For the period of time up to, and including June 30, 2007, the leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks in a fiscal year. An employee will retain the full benefit of 12 weeks of leave under whichever calculation method (either fiscal year, or 12-month period measured forward) affords the greatest benefit to the employee during a 60-day transition period. This transition period shall be from July 1, 2007 through August 31, 2007. Leave may be taken intermittently in one or more periods. In addition, the following provisions govern the length of the leave: **[CCL]**

- a. An employee who takes leave for the birth, adoption or placement for foster care of a child will be allowed to take leave of at least one hour (can be less than one hour, if necessary) within one year of the birth, adoption or placement for foster care of the child. **[CCL]**
- b. An employee who takes leave for healthcare provider certified recurring medical treatment or supervision to care for a seriously ill family member or because of the employee's own serious health condition, will be allowed to take leave of at least one hour (can be less than one hour, if necessary). **[CCL]**
- c. Any leave an employee takes for the reasons specified in Section 24.0 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 as amended. ~~At the request of the employee, this leave runs concurrently may run consecutively after exhaustion of all with any other leave the District offers for which the employee is qualified. An employee shall also have the option of using FMLA leave prior to utilizing other contractual or statutory leave rights. except that~~ Family care and medical leave granted for the birth or adoption of a child or placement of a child for foster care must be concluded within 12 months of that birth or adoption or placement for foster care.

ARTICLE XV

SALARY POINT CREDIT

5.0 No Credit During Paid Time: ~~(Effective April 26, 2005)~~ Salary Point Credit shall not be granted for any point projects, study or travel undertaken during LAUSD paid time ~~or where tuition or other reimbursement was paid for by the District.~~ Examples of paid time include: the normal school day; pupil free days; professional development days; Buy-back days; hours compensated by professional expert, training pay, or in cases where a substitute was provided. ~~As an exception, point credit may be granted if the tuition or other reimbursement is paid by a grant or other special fund such as The Governor's Institute.~~ In addition, salary point credit may be granted for university credit awarded for student teaching pursuant to an accredited teacher preparation program.

ARTICLE XIX

SUBSTITUTE EMPLOYEES

1.0 Salary and Benefit Provisions: For salary and benefit provisions, including Base Rate, Incentive Rate, Extended Rate and Inter-session/Summer/Winter Session Rate, refer to Appendix E. 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.
- 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 per day effective July 1, 2004,~~ and if the substitute serves in an extended status under Section 4.0, the daily rate shall be ~~\$214.93 per day effective July 1, 2004~~ in accordance with the rates listed in Appendix E. 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 per day effective July 1, 2004~~ in accordance with the rates listed in Appendix E.
- 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 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 effective July 1, 2004,~~ at their hourly rate in Appendix E for a normal summer school day of four hours. Substitutes in a single assignment for the entire summer or winter session shall be paid at their regular extended hourly rate in Appendix E retroactive to the first day of the assignment including any additional hours worked as may be required of non-substitute teachers in similar assignments. If substitute pay rates notwithstanding, in extended status pursuant to Section 4.0, the extended rate shall be \$156.51 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.~~

~~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 into 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.~~

3.0 Incentive Plan: ~~Incentive Plan substitutes are substitute employees currently enrolled in credential programs and substitute employees called to middle schools (or called to substitute for grades 6-8 at a span school).~~ serve in schools of particular need, as determined by the District, and thereby qualify for the daily incentive pay rate (Section 1.0e above). The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days.

~~a. — Substitutes (including School Nurses) on the active waiting list of applicants for the Incentive Plan, and who serve at schools of particular need as determined by the District, shall be paid at the Incentive Plan rate for that day. See also Section 3.3c below.~~

3.1 Eligibility: Eligible substitutes may apply to enter the plan at any time. School Nurses shall be included in the Incentive Plan. The Incentive Plan shall be applicable

only to substitutes who are serving in place of regular K12 program employees paid on the Preparation Salary Table during the regular (September-June) academic year and who also meet the following qualifications:

- a. Agree to serve in any grade level and/or subject field as reasonably determined by the District and at any school/center location according to District need.
- b. Are available a minimum number of days of availability per week as specified by the District; the District retains discretion to establish the requisite days of the week and/or number of days per week of availability for any calling area.
- c. Agree to serve as an incentive substitute for at least one semester.

Participants who do not continue to meet the obligations of a., b., and c. above, or who refuse an assignment, or who acquire more than five (5) unavailables during a semester may be dropped from the plan and may be ineligible for restoration to the plan for a minimum of one year.

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 sixteen (16) 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. Substitute teachers in extended assignments are entitled to any and all preparation time afforded to the classroom teacher for whom they are substituting. If directed to provide class coverage during the teacher's conference period, the substitute employee in an extended assignment will be compensated at their hourly rate. 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. **[AGREED]**

...

~~15.0 Illness Days for Substitute Employees: Substitute employees are entitled to up to six (6) paid illness days or 36 hours in a 12-month period beginning on the 91st working day of employment. Paid illness days may only be used on days the employee is scheduled to work or offered an assignment. Unused illness days may be accrued for up to three (3) years, upon which the unused illness days shall be paid out to the employee at the daily base rate of pay.~~

~~16.0 Substitute employees may apply for unemployment benefits (EDD) during all school breaks lasting five (5) days or more, without the District filing objection. The District will follow the California Unemployment Insurance Code 1253.3(i) when using Reasonable Assurance Letters to non-contracted employees, so as to include those letters in the info required by that statute.~~

~~17.0 Substitute employees who were in paid status one-half the number of regular school days in the academic year (or at least 540 hours) shall qualify for healthcare benefits in the following school year. Substitute employees who satisfy the aforementioned requirement shall maintain their healthcare benefits through August/September of the following school year without the requirement of working one (1) day during the prior month.~~

~~18.0 The Substitute Unit shall create and maintain separate lists of substitute employees with specific credentials (including but not limited to BCLAD, CTE, etc.). These substitute employees shall be prioritized for specialized assignments~~

ARTICLE XXI

ADULT AND CAREER EDUCATION

...

1.2 The District shall furnish UTLA annually, upon request, with lists of Adult Education assignments (class title, days and hours), listed by name, employee number, work location, and classification codes (including funding source and employment status of each unit member). **[AGREED]**

...

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. **CCL**

~~2.3 — Adult Education teachers shall be paid an additional \$10 per hour for every hour worked in the evening during a split shift, where the second shift is two hours or more after the end of the previous shift.~~

~~2.4 — DACE teachers in out of classroom positions are subject to the 5-year limit described in Article IX-A, Section 9.0.~~

~~2.5 — All paid assignments to special projects during school recesses shall be approved by the Local School Leadership Council.~~

...

~~4.0 — Staffing Procedures for Part-time and Other Untenured Positions: For initial staffing purposes all part-time (18 hours or less per week) and other untenured full-time positions or courses are to be filled as set forth below.~~

~~4.1 — For any given academic term, the site administrator shall first develop a plan covering the courses to be offered and determine which of the current personnel are to be utilized. (See Section 4.7 and 4.8 below) These assignments need not be posted.~~

~~4.2 — All remaining new or vacant part-time positions or courses shall be posted at the applicable time-reporting site. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.~~

~~4.3 — The site administrator shall first consider those qualified applicants currently assigned to the site whose assigned schedule would not conflict with the additional work and who if selected, would remain in current status with the Division. "Qualified", as used in this subsection, means that the applicant: Has taught the same course or closely related (e.g. English 1,2,3,4) course in the same subject (either in Adult Education funded programs or "M" Basis categorically funded programs) during the most recent six semesters, possesses the requisite credential, possesses appropriate training and/or experience needed for the position, and possesses the needed instructional skills or qualifications as stated on the job postings.~~

~~4.4 Remaining unfilled positions shall be posted at the Division Central Office and at the time reporting sites and major branches and a copy faxed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants.~~

~~4.5 The site administrator shall select from among the qualified applicants at the site to fill each position before looking to other sources, provided that the site administrator shall not be so restricted when selecting for grant programs, partnership programs, community based programs, government/industry sponsored and/or other special contracts which involve other special selection arrangements. This special program/contract exemption shall be applicable only to bona fide programs, and shall not be used as an artifice to avoid the general requirements of this section.~~

~~4.6 During the initial staffing period prior to commencement of instruction, the site administrator shall equitably distribute the enrolled students among the teachers who are assigned to the same course and level at the same time and location.~~

~~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 acquirement so long as such time does not exceed two school years.~~

~~2. To qualify for a year of longevity service, the individual must have served at least 380 hours during that school year 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.~~

~~c. The person with the least longevity shall be released unless the site administrator reasonably determines that the person has needed instructional skills or qualifications not possessed by an employee with greater longevity.~~

~~d. The above release procedures shall be in effect throughout the initial staffing period and shall cease to be in effect when instruction commences. (See Section 7.0 for later releases resulting from falling attendance).~~

~~e. The above release procedures are not applicable to the special contract arrangements referenced in Section 4.5 above.~~

~~4.8 Courses which are created or become available after the initial staffing procedures are completed shall also be posted and filled as set for the above, but may also be filled immediately on an interim basis pending compliance with the posting procedures.~~

~~4.9 Personnel do not have an implied right to employment beyond their assigned term. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be given prompt written notice to the effect by the site administrator, and have the following rights:~~

~~a. In the case of employees with an assignment of 10 hours or more per week the notice must have been preceded by compliance with the observation, records and assistance provisions of Article X, Section 5.0. In addition, either the administrator or the employee may invoke the final evaluation procedures of Article X, Sections 8.2 and 10.0.~~

~~b. The rights of personnel with an assignment of less than 10 hours per week are limited to final notice and, for alleged violations by the district of Board Rules and/or administrative rules, the grievance procedure for non-Unit members as referenced in Article V, Section 23.0.~~

~~5.0 Staffing Procedures for Tenured Positions: All new or vacant positions of more than 18 hours per week identified as tenured positions shall be posted by June 1 for the fall semester and January 5 for the spring semester and filled at the discretion of the site administrator.~~

~~a. Thirty hours per week (120 hours per pay period) is recognized as the full time equivalency (FTE) for all Adult Education funded classifications in which tenure is earned (currently ESL, Academic, Parenting, Programs for Older Adults, Adults with Disabilities and Teacher Counselors).~~

~~b.—— Tenure shall be earned at any number of hours greater than sixty percent of the FTE or more than eighteen hours per week (more than 72 hours per pay period). The Division acknowledges that once tenure is acquired, it shall have an on-going obligation to offer assignments at the number of hours held by the employee when tenured. After completing the probationary period, employees may increase the number of hours for which they are tenured, not to exceed thirty hours per week (120 hours per pay period). A reasonable effort shall be made to offer assignments to interested and qualified employees who are tenured at less than thirty hours with additional hours that become available over their tenured hours, up to the thirty hours of FTE.~~

~~c.—— The 2000-01 school year shall be counted toward tenure for eligible current probationary employees. In addition, employees who are tenured at 20 hours per week but who have been working for up to 30 hours per week in the same classification for the 1999-2000 and 2000-01 school years, shall be tenured at the hours worked effective July 1, 2001.~~

~~5.1—— Tenured employees with the Division may apply for posted positions at not more than three time reporting sites by completing a request for Transfer form. The forms shall be available at each time reporting site. Application shall be made to the appropriate site administrator.~~

~~a.—— In filing a posted position, the site administrator shall interview not more than three transfer applicants and not more than three candidates from the Division's eligibility list for that subject area. The eligibility list interviewees shall consist of the two highest ranking candidates on the list and the highest ranking candidate currently assigned to the site at which the opening occurs.~~

~~b.—— All interviews under this procedure shall be scheduled and held within one week of the deadline for application. The site administrator shall fill the position from among the interviewees and notify all persons interviewed of the selection decision. An applicant who refuses an offered tenured position shall be subject to Article XIII, Section 1.3.~~

4.0 Uniform Staffing Procedures for DACE Classroom Teachers

A. For employees in each Adult School location, assignment to department and classes shall be made pursuant to the following procedure:

1. Prior to the selection of classes, the administrator at each DACE School shall create a matrix of the classes to be offered that will include the course title, hours per week, and any special credentials, and/or necessary qualifications required for each class assignment.
2. Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests.

3. Class assignments shall be combined into positions by the administrator and assigned to current personnel based on the submitted requests with the following prioritization:
 - a. Qualified permanent teachers currently assigned to the school on the basis of District seniority and educational program needs, based on the teacher's tenure base.
 - b. Qualified non-permanent teachers on the basis of longevity, employment contract obligations, and educational program needs.
 - c. Qualified permanent teachers with active transfer requests on file, or who have been displaced from other DACE locations.

 - B. Remaining unfilled positions and/or class assignments shall be posted at the Division Central Office and at the time reporting sites and major branches and a copy faxed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants

 - C. Dispute Resolution Procedure (Adult Education Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent adult education teacher to a position (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:

The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's adult teacher's assignment to a position only upon a specific finding that the positions is arbitrary and capricious. The decision of the panel shall be final and binding.

 - D. Alleged violations of the procedures set forth in section C. above are subject to the grievance procedure of Article V; the substance of the assignment decision is not.
- 5.20 The District has committed to replace tenured Adult Education positions which have become lost to attrition (resignation, retirement, death) provided that funding to DACE is equal to or greater than the available funding for the previous year and there is documented student need in the subject area(s) for the positions.
- 5.1 Adult Education Preparation Time: Beginning with the 2022-23 school year, DACE teachers shall be assigned one (1) hour of paid preparation time for every five ten (10) hours of class time for professional duties including preparation for class, collaborative planning and conferences with students and staff members.

~~8.0 The District agrees to continue the practice of paying an Earned Salary Allowance (E.S.A.) to employees in the Division. The threshold of eligibility shall be ten hours per week.~~

~~10.1 The Memorandum of Understanding dated December 5, 2002 shall be deemed incorporated herein, and the parties shall meet and discuss implementation thereof.~~
[AGREED]

10.3 Part-Time Leave:

~~a. HOLD~~

b. A Part-Time leave may ~~shall~~ be granted on a year-by-year ~~or term~~ 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 March 15 for the upcoming school year. **[CCL]**

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. **[CCL]**

ARTICLE XXII

SPECIAL EDUCATION

- 1.0 The District shall make a reasonable effort to maintain Special Education class size indicated in this article. In schools having two 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 District shall adhere to the Special Education class size caps in section 15.0 of this article
- 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 five (5) 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. 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.
 - ~~d. Compensation for teachers at their daily per pupil hourly rate (hourly rate of pay divided by the class size maximum) for each hour in which the maximum is violated multiplied the number of students beyond the class maximum.~~
- ~~2.1 All Special Day Classes shall be limited to no more than 2 consecutive grade levels.~~
- ...
- 4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school of attendance.
- ~~4.1 IEP Rights: Substitute Coverage for both general education and special education teacher, inclusive of RST, for the entirety of the IEP~~
- ~~4.2 IEP Rights: Educators shall be paid at their hourly rate up to three hours per IEP on their caseload.~~
- ...
- 7.0 In the event that the administrator deems it necessary to temporarily reassign a paraprofessional from an assigned classroom, the administrator will advise the affected teacher prior to pulling the paraprofessional of an unforeseen emergency impacting another special education instructional program, the administrator will consult the affected teacher at least forty eight hours (48) prior to pulling the paraprofessional and before temporarily reassigning a paraprofessional from an assigned classroom. Pulling

~~paraprofessionals from a classroom/program shall be non-recurring in nature and spread evenly among the department or programs.~~

~~7.1 Special Day Programs shall have a minimum of one (1) baseline paraprofessional at all times during the instructional day without encroachment, with the exception of programs who primarily service students with autism and emotional disturbance who shall have two (2) baseline paraprofessionals at all times.~~

~~7.2 Baseline paraprofessionals shall not concurrently serve as Behavior Intervention Implementation assistants~~

...

~~14.0 Assessment: Upon request, special education teachers shall be given up to one (1) three (3) full release days per semester year, at no loss of pay, to complete a federally mandated assessments for students on their caseload. required by a student's IEP for students in on their class/caseload. Such assessments may include, but are not limited to FBA's, DRDP, WCJ or the Brigance.~~

~~14.1 Resource Specialist Teachers with a caseload above twenty three (23) and Designated Instruction and Service Providers with a caseload within five (5) of their respective caseload maximum as provided in Section 15, shall be compensated up to two (2) hours of pay at their regular hourly rate for any initial assessments beyond five (5) per year.~~

~~14.3 The District shall provide special education teachers up-to-date access to norm-assessment protocols and online student record books.~~

15.0 Special Day Classes Cap Sizes

Type of Special Day Class Class Size

Autism – General Education Curriculum (AUT C) 10 ~~8~~

Autism – Alternate Curriculum (AUT A) 8 ~~6~~

Deaf and Hard of Hearing (DHH) 6 (thru 8 years) 8 (9 years and up)

Visually Impaired (VI) 6 (thru 8 years) 8 (9 years and up)

Preschool for All Learners (PALs) 10

Preschool Collaborative Classroom (PCC)

Early Education Centers 10

Preschool Collaborative Class with Expanded Universal Transitional Kindergarten (EUTK/PCC) 10

Preschool Comprehensive Program (PSC) 8

Emotional Disturbance (ED) 8

Intellectual Disability Moderate (IDM) 12

Intellectual Disability Severe (IDS) 10

Multiple Disabilities (MD) 8

Specific Learning Disability (SLD) 12

Designated Instruction and Services Caseload

Adapted PE 70 40 students

Audiology 80 students

Deaf/Hard of Hearing 35 students

Language/Speech 55 students

Orientation and Mobility 15 students

Visually Impaired 30 students

16.0 Schools with Increased Inclusive Opportunities

a. Materials and resources provided by the District to schools implementing the initiative shall be based on research, pedagogical theories and best practices for inclusion.

b. Teachers required by the District to attend professional development related to an expanded inclusion program outside of the contractual workday shall be compensated at their hourly rate.

c. Release time shall be provided for both general education and special education teachers for IEP team meetings not held during the teacher's conference period during the regular school day.

d. Class size maximums for general education classrooms participating in Expanded Inclusive Practices shall be consistent with the provisions of the 2022-2025 LAUSD-UTLA Collective Bargaining Agreement, with students with disabilities enrolled in general education classes counted as part of the contractual class size maximum.

- ~~e. The number of Students with IEPs shall not be greater than 25% of the class size maximum.~~
- ~~f. Classes participating in Expanded Inclusive Practices shall be clearly identified in the matrix prior to a teacher selecting their matrix line.~~
- ~~g. Special Education Teachers at secondary schools participating in inclusion shall have two preparation periods.~~
- ~~h. Recognition of new job title, Resource Specialist Teacher-Inclusion (RST-I) for teachers participating in inclusion.~~
- ~~i. The caseload cap of RST-I shall be 15:1.~~

16.1 School Site Inclusion Plan

- ~~a. Site Based Steering Committee Schools participating in the initiative shall constitute a Site Based Steering Committee comprised of the school's stakeholders (e.g. general and special education teachers, administrators, parents, etc.). The Steering Committee shall meet monthly to discuss matters related to the implementation of inclusion and professional development in accordance with the School Site Inclusion Plan (SPSA). The initial Steering Committee meeting shall occur at a mutually agreeable time. All efforts will be made to have the meeting no later than two (2) weeks after submission of the School Site Inclusion Plan (or SPSA).~~
- ~~b. Schools participating wishing to participate in the initiative for the 2019-2020 school year shall submit a plan to the LAUSD Division of Special Education no later than December 6, 2019. XX/XX of every year. The plan shall include the following:
 - ~~(1) A vision statement~~
 - ~~(2) A plan for stakeholder meetings — for all staff and parents~~
 - ~~(3) A description of the instructional program options for inclusion~~
 - ~~(4) A plan for structural collaboration and planning within the contractual workday for each special education teacher and general education teacher with whom they co-teach~~
 - ~~(5) The make-up of the site-based steering committee~~
 - ~~(6) The plan must be shared with the staff~~~~

~~c. If the above information is already included in a Single Plan for Student Achievement (SPSA), there will be no need to submit an additional plan.~~

~~d. The Site Based Steering Committee has the right to amend the SPSA at any time throughout the year to reflect needed adjustments and necessary steps to implement the plan accordingly. The Site Based Steering Committee shall notify the Division of Special Education of such changes.~~

~~16.3 Planning: For special education teachers implementing the initiative, the District shall provide up to one (1) hour per week to each special education teacher and their general education partner with whom they co-teach for planning and collaboration time with each general education teacher with whom the special education teacher co-teaches. The weekly total provided by the District to each special education teacher shall not exceed three (3) hours per week and one (1) per week per general education teacher. Options for implementation may include: time embedded in the contractual work day, time paid for at the employee's hourly rate outside of the contractual work day, or substitute coverage.~~

~~16.4 Each school implementing the initiative shall have a teacher assigned duties for the initiative and will be provided a differential of \$848 per semester.~~

~~16.5 For special education teachers at schools implementing the initiative, the date and time of the formal observation shall be collaboratively set by the special education teacher and the administrator when practical.~~

~~16.6 LAUSD Expanded Inclusive Opportunities Task Force~~

~~The A standing LAUSD Expanded Inclusive Opportunities Task Force shall be created reinstated. The taskforce shall be comprised of five members appointed by UTLA members and five members appointed by the District. The Task Force shall meet twice per semester during the 2019-2020 school year to discuss issues rising from the implementation of the expanded inclusive opportunities for students with disabilities. Topics of discussion shall include:~~

~~a. Alignment of Welligent with the inclusion service model~~

~~b. Professional development for special education and general education teachers~~

~~c. Strategies to facilitate collaboration between special education and general education teachers~~

~~The Task Force shall not have the authority to engage in bargaining, create agreements or make joint reports/ recommendations. The party representatives shall report back their own recommendations to their respective bargaining team~~

ARTICLE XXIII

EARLY EDUCATION CENTERS

~~7.1 Winter break shall be paid at no loss of teacher's accrued vacation time.~~

...

11.0 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, the District shall ~~permit~~ assign the UTLA chapter chair to trade shifts with another ~~willing~~ Early Education Center teacher for that day with five (5) working days notice from the Chapter. ~~Chapter chairs at each EEC will be assigned a shift other than the closing shift~~

...

14.0 Professional Development: The district shall develop and provide Professional Development suited for Early Educators. Participants shall be compensated at their hourly rate or PD Rate whichever is higher.

14.1 All voluntary trainings and professional development outside of the regular work hours shall be voluntary and compensated at the teacher's hourly rate or professional development rate, whichever is higher.

15.0 All current and future Early Education teachers with a BA and a teaching credential shall be placed on the T Salary Table, effective July 1, 2022.

ARTICLE XXIV

STUDENT DISCIPLINE POSITIVE STUDENT BEHAVIOR INTERVENTION AND SUPPORT, LEGAL SUPPORT AND PROPERTY LOSS

- 1.0 Codes of Student Conduct: It is the intention of the parties that teachers and administrators work in a mutually supportive manner to ~~develop and maintain proper student discipline~~ school wide policies encouraging appropriate and positive student behavior. There are three levels or sources of student disciplinary rules: **[AGREED]**
- 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, issue local rules of student conduct, supplemental to and consistent with the District-wide Code of Student Conduct; and
 - c. A teacher shall also have the right to issue and enforce reasonable rules of classroom ~~conduct~~ behavior and expectations applicable to students in the teacher's classes, supplemental to and consistent with the District-wide and local school rules. **[AGREED]**
- 1.1 Schools shall annually, at or soon after the start of the school year, post and distribute the District and local school rules of student ~~conduct~~ behavior and expectations to students, parents, teachers and staff. Any later changes to such rules shall also be posted and distributed. **[AGREED]**
- 1.2 Before a student is transferred by the school from a teacher's class for disciplinary reasons or due to a parental request, the site administrator or designee shall give to the teacher an explanation for the transfer. The teacher may attach a written reply for the record.
- ~~1.3 LAUSD shall immediately dispose of all weapons and ammunition at LASPD and eliminate any budget lines to pay for any types of weapons or ammunition.~~
- ~~1.4 LAUSD shall end all requirements for the engagement of police except where mandated by federal, state or local law requiring the involvement of police. Funding allocated for vacant positions at LASPD will be reallocated toward the initiatives in section 1.5 below:~~
- ~~1.5 LAUSD shall allocate at least \$77 million in new funding annually for the creation of positive safety initiatives as an alternative to the over policing of students. These initiatives shall prioritize students, schools and communities most impacted by over-~~

~~policing and criminalization. They shall include, but not be limited to, safe passage programs, community based peace building programs, violence prevention programs, mental health and suicide prevention services, and school climate reform initiatives~~

- 2.0 Student Suspensions: In addition to ~~the normal disciplinary measures~~ offering student supports such as counseling, positive behavior modification techniques, parent conferences, conflict mediation support and/or office referrals for school wide positive behavior interventions and supports, the teacher may suspend from the teacher's class for that day and the following day for any of the causes ~~set forth below~~ in accordance with California Education Code 48900. However, this is not to suggest that teacher-imposed referrals suspensions from class are to be the ~~sole~~ primary, or even typical remedy for such offenses. ~~Many of these offenses are likely to result in imposition of more extended administratively imposed suspensions, criminal proceedings and/or expulsions.~~ **[AGREED]**

California Educational Code 48900

- a. Disruptive behavior
- b. Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);
- c. Causing, attempting or threatening violence or physical injury;
- d. Theft or damage to school property or personal property;
- e. Extortion or robbery;
- f. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;
- g. Possessing, using, offering for sale or furnishing any drug paraphernalia;
- h. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;
- i. Possessing, using, offering for sale, or furnishing any firearm, or imitation firearm, explosive, knife or other dangerous object;
- j. Falsely reporting a fire or bomb.
- k. Possessing, or using tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this

section does not prohibit use or possession by a pupil of his or her own prescription products.

- I. Knowingly receiving stolen school property or private property.
- m. Committing or attempting to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code; or
- n. Harassing, threatening, or intimidating a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

~~In addition, if the Student Support and Progress Team (SSPT) has been initiated for the student, the SSPT shall be involved in the intervention and positive behavior support plan based on student need. Such interventions shall be rooted in Tier II and Tier III Current Intervention Supports and Alternatives to Suspension are outlined in LAUSD Bulletin 6231 consistent with District policies and procedures. Interventions may include, but are not limited to:~~

- ~~a. Highly specialized and individualized alternatives to suspension for students who have been documented as unresponsive to Tier I and/or Tier II~~
- b. Target social skills instruction
- c. Behavior plans
- d. Alternatives to suspension
- e. Increased academic support
- f. School-based mentors
- g. Classroom management support
- h. Intensive academic support based on the student's level of need
- i. Intensive social skills counseling
- j. Individual behavioral student contract
- k. Develop intensive COST/SSTP goals to address the continued misconduct
- l. Multi-agency collaboration
- m. Community and service learning

Therefore, in criminal or other severe situations where the student should not be released from direct supervision, teachers shall contact the site administrator for assistance before taking action. Subject to the foregoing, the offenses which may warrant a teacher imposed suspension are as follows:

The district will provide support personnel to elementary and middle school campuses who need additional personnel and resources to implement the interventions and supports necessary.

- 2.3 Prior to the student's return to the school campus from a suspension or previously incarcerated, a re-entry meeting shall be held. All stakeholders shall be notified of the meeting which include student, guardian or parent, school counselors (academic and BSAP if applicable), student 's teachers and all other support staff who participate in supporting the student. The goal of the meeting shall be to review corrective action taken, develop an intervention plan that includes self behavior modification techniques, identify appropriate classroom management and self-management strategies focusing on positive and healthy behaviors that promote wellness for the whole child as we as possible resources for families.

ARTICLE XXV

ACADEMIC FREEDOM AND RESPONSIBILITY

2.1 Curricula: Teachers shall have the opportunity to approve and give input into the curriculum and pedagogy including the incorporation of SEL

...

Standardized assessments that are not state or federally mandated shall not be required and shall only be utilized at the discretion of the teacher.

4.0 LAUSD/UTLA District Assessment Committee: A joint District-UTLA committee shall meet at least five (5) three (3) times per year for the 2022-2025 school years. The committee shall be comprised of four (4) members from the District, four (4) members from UTLA, and four (4) parents (two (2) appointed by the District and two (2) appointed by UTLA. These positions should include representatives of elementary, secondary and special student populations. The committee shall be charged with the following: reviewing the purpose of assessments, types of assessments and the evidence-base use of assessments in the instructional program.

a. Compile a list of all state and federally mandated assessments including the purpose, efficacy, length of time to administer and review, and cost.

b. Make recommendations to Reduce the number of and the amount of time necessary to administer and grade District assessments by at least 50% at each grade level to preserve instructional time.

5.0 Academic Freedom and Ethnic Studies: 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. Teachers shall be supported and provided with ongoing resources, support professional development opportunities, and curriculum developed and/or reviewed by the LAUSD-UTLA Ethnic Studies Committee to successfully implement Ethnic Studies. The LAUSD-UTLA Ethnic Studies Committee may provide input regarding these resources.

5.1 LAUSD-UTLA Ethnic Studies Committee:

a. The LAUSD-UTLA Ethnic Studies Committee: The LAUSD-UTLA Ethnic Studies Committee shall be comprised of members of the Division of Instruction, UTLA members, school site and District administrators and community members and Ethnic Studies Faculty. Four (4) Five (5) members of the committee shall be appointed by UTLA and five (5) by the District. The committee shall function under the direction of the Administrator of High School Instruction-Division of Instruction. The District's committee members will include the and Coordinator, Ethnic Studies,

~~Humanities, and related Social Studies~~ and will meet a minimum of ~~two (2)~~ six (6) ~~three (3)~~ times per year. The Ethnic Studies Committee shall have the following responsibilities:

1. ~~Review data on school's course offerings and course selections in the field of Ethnic Studies. Develop a plan of action for~~ Provide input on the implementation of the mandated course requirement of Ethnic Studies, including the definition of Ethnic Studies, Student learning outcomes, and a model course syllabi for courses in the fields of Ethnic Studies.
2. ~~Review and suggest professional development, curriculum and teaching materials purchased by and developed by LAUSD for Ethnic Studies, Multicultural Literature and Cultural Proficiency. Collaborate~~ Provide input on the selection or design models or providers of professional development for new and current teachers of all disciplines Ethnic Studies. The goals of the professional development shall include but will not be limited to focus on pedagogical practices, content knowledge and be community responsive.
3. ~~Review any new and existing resources that are provided in support of Ethnic Studies. Collaborate~~ Provide input on the development or selection of curriculum and teaching materials to be purchased for Ethnic Studies including ethnic studies/multicultural literature, and culturally and community responsive pedagogy, and on-line programs or supplementary material.
4. Investigate methods for expanding Ethnic Studies course offerings that may include gender specific courses and sexual identity. **CCL**
5. ~~Provide regular updates on the progress of Ethnic Studies in LAUSD. Collaborate~~ Provide input on the development and design of a joint university/district certificate and UTLA/LAUSD salary point credits for teachers of Ethnic Studies.

ARTICLE XXVII

SHARED DECISION MAKING AND SCHOOL-BASED MANAGEMENT

...

2.2 Itinerant Personnel in Health and Human Services, Arts Education and Special Education Local District Advisory Committee: ~~The District agrees that the~~ Each Local District Superintendent or designee shall establish a meeting schedule with representatives of itinerant personnel selected by UTLA in Health and Human Services, Arts Education Branch and Special Education in each local district in order to participate in and make recommendations regarding local district issues and concerns including but not limited to professional development and budgetary items affecting itinerant personnel. Meetings should be held a minimum of once every two months.

...

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 the following matters:
 - (1) Staff development program, including approval of any professional development plans made by the Instructional Leadership Team, Professional Development Committee, or equivalent
 - (2) Student discipline guidelines and code of student conduct
 - (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) ~~All budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council~~ -The following local budgetary matters:
- (a) Instructional Material Account, Object Code 4310 of Program Code 3027 (previously carried under Account 4170); (Object Code 4310 accounts used within Program Code other than 3027 are not included; also, in the event that a Principal transfer funds into account 4310/3027 from a Program Code or Object code outside of the scope of the previous account 4170 per such transferred funds are not included)
 - (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) ~~Process for modifying daily schedule or bell schedule (including obtaining approval of a majority of the staff, per Article IX.9.0)~~

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. **[CCL]**

- c. 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). **[CCL]**

- d. The site administrator shall maintain an up-to-date file containing all District memoranda, directives and bulletins governing Local School Leadership Council activities and make it available to the Chapter Chair upon request. **[CCL]**

...

2.7 Meetings: Members of the local councils could expect to attend the equivalent of two one-hour meetings per month. Alternate meetings will be scheduled for the convenience of the parent and community representatives. **[CCL]**

- a. At the secondary level, the local school shall, insofar as practical, schedule teacher members of the local Council so as to provide a common preparation period. Alternate meetings shall be scheduled during such period. Paid class coverage, if available, will be provided on meeting days for any teacher members having teaching duties during such period. **[CCL]**
- b. At the elementary level, at least one of the monthly meetings may be scheduled during the 30-minute duty-free period. **[CCL]**
- c. Meetings of Leadership Councils in Adult Education and Children Centers shall be scheduled at a mutually convenient time, and if there is no time mutually convenient to the Council members then the meetings shall be held at alternating times to meet the convenience of the teacher and community representatives. **[CCL]**
- d. All meetings of the local councils shall be exempt from the faculty meeting limitations of Article IX, Section 4.2 **[CCL]**
- e. ~~In order to call for an emergency LSLC meeting, the Principal and UTLA Chapter Chair, as co-chairs of the Council, must agree to call the meeting and must post the agenda as soon as possible, preferably 24 hours in advance.~~

...

3.0 ~~School Based Management~~

~~3.0 School Based Management~~

~~3.1 UTLA and the District shall each designate one person to oversee the implementation of the functions described below.~~

~~a. Study of shared decision making (SDM) and site based management (SBM), and other reform programs~~

~~b. Development of SDM and SBM training programs and other mutually agreed upon programs.~~

~~c. Development of SBM program guidelines, recognizing the need to reconcile the concepts of local autonomy, self-determination and local diversity with the potentially conflicting concepts of accountability, standards and coordination.~~

~~d. Information sharing.~~

~~3.2 A local school decision to embark upon the development of a SBM plan requires a two thirds vote of the certificated bargaining unit employees at the site, and concurrence of the principal followed by immediate involvement and full participation of parent and community representatives. Also, before the eventual local proposal for a SBM plan can be submitted for review/preliminary approval, it must have the formal approval of each of the three: certificated bargaining unit employees at the site, the principal, and the parents/community. Also, any such SBM proposal must contain statements of accountability and anticipated positive impact upon student achievement. All SBM plan approvals are to be conditional, and of a specific duration so as to permit future monitoring, review and revision. Other SBM requirements:~~

~~a. Each SBM school shall continue to comply with all laws, contracts and District policies and directives, except to the extent that any proposed variations have been specifically identified in the Plan and any appropriate local option waivers have been obtained. There are no implied waivers. For example, a waiver permitting a new local school employee selection process does not waive the laws and policies governing non-discrimination and affirmative action. Similarly, a waiver permitting a change in name of a school's leadership council changes the name but does not change that council's authority unless so specified in the Plan.~~

~~(1) A waiver request approved at an SBM school according to applicable District guidelines and policies, including approval of the site principal, that is subsequently denied by the Local District Superintendent or designee may be reviewed/appealed according to this section.~~

~~(2) — The review/appeal shall be directly to the General Superintendent and the UTLA President or their designees. These two individuals shall select a third person.~~

~~(3) — The decision of this group shall be final and binding on all parties.~~

~~b. — All local options/waivers are subject to review annually. Any substantive changes to an approved Plan must be adopted in compliance with the School-Based Management Guidelines dated April 30, 1990.~~

~~c. — The School's SBM Plan shall not be interpreted or applied so as to impose any additional costs or funding obligations upon the District.~~

~~d. — Approval of a school's proposed SBM Plan is not to be regarded as precedent for other schools or for Plan renewal at the applicant school.~~

~~e. — Peer evaluation is subject to Article X. Any applicable State waivers and other provisions may be jointly determined by UTLA and the District. Before any peer evaluation may be implemented, teachers serving as evaluators must have completed the prescribed hours of training, unless State waivers have been requested and approved. Service as evaluator must be voluntary, and if it is paid, the school's proposal must specify the source of funds to be used for payment. District forms currently in use must be utilized. The school's peer evaluation plan must be reduced to writing and submitted to the union and the District for review prior to implementation.~~

~~f. — All employees new to the site and all prospective employees being considered for positions at the site are to be provided a written copy of the approved School-Based Management Plan including all related waivers. It is the responsibility of the site council to assure that all site employees are aware of the Plan and related waivers.~~

~~g. — Monitoring of SDM at the local sites.~~

~~h. — Monitoring of SBM at the local sites.~~

~~3.4 — Conflicts with Board Policy, the Collective Bargaining agreement or Conflicts with applicable Law and Regulations in LEARN Schools. It is recognized that SBM is an innovative process and that proposals may be considered which conflict with current Board of Education policy and/or current collective bargaining and/or applicable law and/or regulation agreements. In the event there is a conflict between Board Policy and/or a collective bargaining agreement and a SBM proposal, the District and UTLA shall each consider at their discretion whether a waiver or a change in the conflicting policy or agreement is appropriate. Any decision of a SBM school which is in conflict with any state or local law or regulation shall be null and void, unless, with the agreement of the District and UTLA, a waiver or exemption has been obtained.~~

[The District rejects UTLA's Autonomous Schools Proposal in it's entirety]

ARTICLE XXIX

CHARTER CO-LOCATION

In addition to creating a working group led by the chapter chair or designee, LAUSD and UTLA agree to the following new Article relating to co-location issues:

1.0 When any charter school visit is conducted at a school for the purpose of examining the campus configuration for co-location, sometimes referred to as a “walk through,” the site administrator will shall invite the UTLA chapter chair to participate. **[CCL]**

2.0 ...

~~6.0 OVER-ALLOCATION: At all co-located sites, rooms and space not utilized by the charter school for core subject classrooms shall be returned to the home school by LAUSD Norm Day. Space returned to the District school will not be accessible to the charter school. Additionally, the percentage of usage will be adjusted accordingly.~~

~~7.0 ALTERNATE AGREEMENTS: The District shall provide monthly reports of all alternate agreements. All alternate agreements must be approved by the Board of Education~~

~~8.0 COMMUNITY SCHOOLS: Any school applying for community school designation shall be protected from co-location. Additionally, the District shall re-locate any co-located charter on a school campus granted community school status through the District's Community School Initiative.~~

~~9.0 RENEWALS: All charter co-location leases shall be on a year to year basis and shall be based on meeting the established vision and needs of the community being served.~~

~~10.0 OUTREACH TEAM: The District shall establish a team to promote neighborhood schools, especially those threatened by co-location. These teams shall include UTLA-appointed members. Prior to any co-location offer, this team shall engage the school community through meetings, town halls and printed materials to encourage community members to send their children to their local school.~~

~~11.0 In order to ensure that every incoming student has the opportunity to attend their public school of residence, charter schools must annually cede classrooms as needed to accommodate the additional students and staff at the District school.~~

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. Early Education Centers
4. Counselors
5. ~~Traveling Music Teachers~~ Arts Education Itinerant Teachers
6. Librarians
7. Mentor Teachers
8. Psychologists
9. Special Education
10. Substitutes
11. ~~Multitrack Schools~~
11. California State Preschool Program (CSPP)
12. ~~Charter Colocation Schools~~
13. Others may be added by mutual agreement as special needs arise

ARTICLE XXXI

WORKING ~~AND LEARNING~~ CONDITIONS

Items relating to Special Education have been moved to Article XXII Special Education. Please see below for specific corresponding Sections.

2.0 Workspace: Each itinerant bargaining unit member shall be assigned an appropriate and ~~confidential and private~~ workspace at school sites to meet the requirements of the assignment, including but not limited to room and restroom keys, a workstation, access to copiers, updated computers or a laptop along with internet access, secure storage space and necessary assessment materials. If a concern arises over itinerant assigned space, the Chapter Chair, impacted itinerant bargaining unit member, and Principal shall meet to determine a recommendation to be brought to the LSLC for adoption resolution. ~~Additionally the district will provide a spreadsheet from the local district for Administrators to assign itinerant workspace at every school site. If a resolution cannot be determined at the school site,~~ the District shall also provide an appeal process at the local district level to resolve any on-going disputes.

3.0 — [Reserved]

4.0 — ~~Special Education Facilities: Moved to Article XXII, Section 5.0~~

5.0 — ~~Special Education Moving Assistance: Moved to Article XXII, Section 6.0~~

6.0 — ~~IEP Meetings: Moved to Article XXII, Section 4.0~~

6.1 — ~~Special Education Trainee/Assistant Interview Process: Moved to Article XXII, Section 9.0~~

7.0 — ~~Special Education Resources Notebook: Moved to Article XXII, Section 11.0~~

8.0 — ~~Continued Assignment of Aides and Teacher Assistants to a Teacher: Moved to Article XXII, Section 10.0~~ **[AGREED 3.0-8.0]**

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, including access to any keys/keycards needed for parking, except that parking spaces are to be reserved as follows:

- a. For identified handicapped staff members and for handicapped visitors as provided by law.

- 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.

9.1 Cleaning and Daily Disinfecting of School Facilities – The District shall maintain necessary staffing to ensure all classrooms, restrooms, and workspaces are cleaned daily. Certificated bargaining unit members shall not be expected to provide these services. The District will provide for a safe, clean, and sanitary work and/learning spaces including but not limited to:

- a. classrooms: daily throwing out of trash, sweeping, and vacuuming of rugs, and the monthly mopping of floors.
- b. Outdoor dining spaces: power washed/hosed at least 2x a week.
- c. Indoor dining spaces: mopped weekly

The District will make all reasonable efforts to provide a safe and clean work environment.

10.0 The District shall invest in significant technology upgrades and improvements for teaching and learning, including but not limited to:

- a. Updated technology for all students and staff
- b. Increased access to reliable internet service and supports for all students
- c. Upgraded District facilities to accommodate the increasing use of technology
- d. Creation of a joint LAUSD/UTLA task force with four (4) UTLA appointees and ~~three (3)~~ four (4) District appointees to improve District IT systems. This task force shall meet no less than ~~six (6)~~ three (3) times per school year and shall address study the following issues:
 - 1. Improving features in Schoology to more conveniently facilitate communication between families and educators
 - 2. Improving the interface between Schoology and MiSiS (or equivalent) to streamline grading, attendance and communication logs
 - 3. Creating/modifying Independent Study compliance documentation to be more user-friendly and efficient, particularly regarding Records of

Assignments and monthly attendance certification subject to applicable laws, regulations, District policies and procedures.

4. Exploring online learning platforms, and interfacing these platforms with Schoology
5. Potential technology needs and efficiencies for educators, students, and parents outside of TK-12

11.0 The District shall make a one-time investment in the Arts for the 2022-23 school year as follows:

- a. \$300 per enrolled music student, to be used at the discretion of the credentialed music teacher(s) at each site, including itinerant music teachers, for any of the following: additional/replacement instruments, sheet music, music/instrument storage, music cases, and music/instrument accessories
- b. \$5000 allotment to each visual arts, dance and theater teacher, including itinerant arts teachers, to be used at the teacher's discretion for class materials

12.0 The District shall commit to providing all students access to up-to-date, culturally relevant library collections. All school libraries shall receive an annual allotment of \$25 per student to be used at the Teacher Librarian's discretion for the purchase of new and replacement books, periodicals and technology.

13.0 The District shall advocate and support local, state and federal initiatives for free and low cost child care and caregiving programs for working families.

- a. The District will advocate for paid parental leave and other policies that support working families.
- b. The District will support Calif SB 976 that provides a free, inclusive Universal Preschool Program available to all 3-4 year olds.

14.0 The District shall increase healthy food options for students and families that address food insecurity, nutrition, culture and sustainable food sources.

15.0 The District shall expand green spaces and shaded play areas at schools by following through on prior commitments, including the following:

- a. Recommit to the goals of the 2019 "Green Spaces" Pilot Program MOU signed by UTLA and the District, the 2020 Green Spaces Task Force Report, and the

2021 “Creating New School Gardens and Campus and Community Shared Green Space To Provide Outdoor Learning Opportunities and Create Sustainable and Healthy Environments” (Res 042-19/20) Resolution.

~~b. LAUSD shall establish an Implementation Taskforce comprised of an equal number of district and UTLA appointees to ensure that schools with the greatest need are provided green space alternatives.~~

~~1. LAUSD shall reduce pavement at 10 additional schools per year (beyond current already existing district commitments and using an equity index) each year through 2040.~~

~~2. LAUSD shall install retrofits for stormwater capture and reuse for landscape watering at 10 additional schools per year (beyond current already existing district commitments and using an equity index) each year through 2040.~~

~~c. Ensure the development of 30 Community School Parks by December 31, 2023, consistent with the Green Spaces Task Force Report (Feb. 2020) available to the surrounding community after school and on weekends.~~

~~d. Adopt similar standards to those presented in the 2021 CA Collaborative for High Performance School guide for all schoolyards in the district, including that at least 50% of schoolyard hard surfaces are green with new construction efforts and that at least 30% of existing schoolyard hard surfaces are green with modernization efforts.~~

~~16.0 The District shall establish school based supports for unhoused youth and student families facing eviction or other housing emergencies by providing access to restrooms, showers and laundry services after school hours. The District shall make school space available to non-profit organizations providing tenant rights clinics, counseling services and housing assistance, waiving any fee for use of school space after hours.~~

~~17.0 The District shall identify vacant and unused LAUSD land parcels that can be used for the development of affordable housing for low income students and families. In order to empower impacted communities, the District shall establish a Community Housing Task Force comprised of four (4) UTLA appointees four (4) LAUSD appointees, which shall be empowered to oversee all aspects of housing initiatives.~~

~~a. Within 6 months of this agreement, LAUSD will identify and formally approve at least 10 vacant and unused LAUSD land parcels to convert to affordable housing and report to the Board of Education on implementation plans.~~

~~b. The 10 vacant lots will include at least one per school board district, with additional parcels in the district identified based on where the greatest rates of unhoused students are.~~

~~17.1 The District shall actively advocate to secure enough Section 8 vouchers from LA County and the LA Housing Authority to meet the housing needs of the families of all 21,000 unhoused LAUSD students. A portion of these vouchers shall be designated for project-based Section 8 tied to the development of LAUSD properties.~~

~~17.2 The LAUSD Board of Education shall pass a resolution calling on other government entities to work with LAUSD on addressing important housing issues. This resolution shall:~~

- ~~a. Call on the state legislature to end discrimination against Section 8 voucher holders and to repeal the state Costa Hawkins Rental Housing Act and the Ellis Act, both of which are limiting the effectiveness of any local rent control laws.~~
- ~~a. Call for the expansion of rent control to cities and unincorporated areas of Los Angeles County and the expansion of Just Cause Eviction beyond rent controlled units in LA and to more cities and the unincorporated areas throughout LA County.~~
- ~~b. Call for City and County Attorneys to effectively enforce the Tenant Protection and Anti-Harassment Ordinance and for the enactment of such an ordinance in other incorporated municipalities contained within LAUSD.~~
- ~~c. Commit that LAUSD actively lobby and advocate for these policies.~~