

# **BEYOND RECOVERY**

**UTLA BARGAINING PROPOSALS**  
**May 12, 2022**

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; TeacherCounselor; Therapist; or Driver Safety Instructor.

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

## 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 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 an ~~an minimum~~ on-site duty obligation of ~~uniform duration~~ six (6) hours, but may have differing class schedules, hours of assignment and starting times.

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> 180 day	<u>Weekly Average Teacher Instructional Minutes (a)</u> 180 day
<u>Pre-K</u>	30	10	According to program requirements
<u>AM-PM Kindergarten</u>	30	10	1550 (b)
<u>Full Day Kindergarten</u>	21	10	1550
<u>1 - 5/6</u>	21	10	1550
<u>6 - 12</u>	7	6	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 31 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 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.

- 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.

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.

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.~~

6.2 Adult Education Preparation Time: Beginning with the 2022-23 school year, DACE teachers shall be assigned one hour of paid preparation time for every five hours of class time for professional duties including preparation for class, collaborative planning and conferences with 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~~ 31 minutes within the minimum on-site obligation (~~30~~ 21 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
- b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or

- c. Supervision of the teacher's students to and from the classroom; or
- d. Any normally assigned basic duties apart from the above-described non-classroom supervision.

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.

~~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.~~

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, the affected Early Education Center teacher(s) shall be compensated at their regular rate of pay for the lost preparation time.

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:
  - (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.
- 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.

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## 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, projected Student Health and Human Services positions assigned full-time to the site. 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-unit members~~ shall be notified of tentative assignments ~~including room/office assignment~~ 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-Bargaining unit members~~ shall also be notified, as soon as feasible, of a change in the tentative assignment (~~including room/office 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-Bargaining unit members~~ 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-Bargaining unit members~~ 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.
- 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~~ Bargaining unit members and the percentage of non-permanent ~~teachers~~ bargaining unit members 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~~ bargaining unit members, respectively. The percentage of all the positions that are made available to otherwise qualified permanent ~~teachers~~ bargaining unit members ~~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~~ bargaining unit members at the site.
- (ii) After the site administrator indicates the positions available for otherwise qualified permanent ~~teachers~~ bargaining unit members, the permanent ~~teachers~~ bargaining unit members 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~~ bargaining unit members. Permanent ~~teachers~~ bargaining unit members shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent ~~teachers~~ bargaining unit members who are otherwise qualified to the ~~track and~~ grade level openings available to permanent ~~teachers~~ bargaining unit members 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~~ bargaining unit members ~~to all the tracks and~~ to all the grade levels so that the percentage of otherwise qualified non-permanent ~~teachers~~ bargaining unit members 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~~ bargaining unit members at the site. Such grade level assignments of non-permanent ~~teachers~~ bargaining unit members 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~~ bargaining unit member otherwise agree.

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

(3) Sections 2.1 and 2.2 apply in the circumstances described therein.

(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.

d. 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.

(1) Tracks:

- (i) The site administrator, after consultation with the chapter chair shall determine the percentage of permanent teachers bargaining unit members and the percentage of non-permanent teachers bargaining unit members 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 bargaining unit members, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers bargaining unit members by each track, and by all tracks as a whole, shall reasonably approximate the percentage of permanent teachers bargaining unit members at the site.
- (ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers bargaining unit members, the permanent teachers bargaining unit members at the site shall request assignment to the positions by track for which they are qualified and which are available to permanent teachers bargaining unit members. Permanent teachers bargaining unit members shall be allowed to make their requests before the site administrator assigns a non-permanent teacher bargaining unit member. The site administrator shall assign such permanent teachers bargaining unit members who are otherwise qualified to the track openings available to permanent teachers bargaining unit members 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 bargaining unit members to all the tracks so that the percentage of otherwise qualified nonpermanent teachers bargaining unit members assigned to each track and to all tracks as a whole reasonably approximates the percentage of nonpermanent teachers bargaining unit members at the site.

- (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) 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) Itinerant employees shall request assignments by completing annual preference sheets or participating in another locally determined method. The district will make an attempt to give 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. 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.f. Dispute Resolution Procedure (Elementary and Secondary Track Assignments and Elementary Grade Assignments For Permanent ~~Teachers~~ Unit Members): If differences arise as the result of the site administrator's assignments of permanent ~~teachers~~ unit members (but not as the

result of the assignment of non-permanent ~~teachers-unit members~~, 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.

f.g. Dispute Resolution Procedure (Secondary Class Assignments For Permanent ~~Teachers-Unit Members~~): In the case of a dispute as to the assignment of a permanent secondary ~~teacher-unit member~~ to classes (but not as the result of the assignment of non-permanent ~~teachers-unit members~~, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following:

- (1) Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.
- (2) The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary ~~class~~-assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and binding.

h. 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.i 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.

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

- a. The principal shall notify the UTLA Chapter Chair of all 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.
- 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.

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

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.

- 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.
- 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.
- 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.
- f. Any claims alleging violation of the above procedures shall be subject to the alternate grievance procedures of Article V-A.

5.0 Required Elections of School-site 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:

- a. The position must be paid on the Preparation Salary Table;
- b. The position must be full-time. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, 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
- d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.
- e. Elections are not applicable to supplemental coordinators such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.



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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.
- c. These elections are to be supervised jointly by the site administrator and chapter chair.
- d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A.

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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. Displacement or reassignment of Secondary Counselors shall be in order of seniority in the position of Secondary Counselor. Possession of a teaching credential shall not be a factor for consideration in this scenario.

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## 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:
- a. Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and District mandates, standards, initiatives and/or priorities;
  - b. Be appropriately responsive to the site's needs assessment and/or evaluations of similar programs offered in the past;
  - c. Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
  - d. Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
  - e. Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;
  - f. Be intellectually engaging and reflect the complexity of the teaching and learning processes;  
~~and~~
  - g. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.
  - h. Provide all educators access to high-quality PD regarding culturally responsive curriculum.
  - i. 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 1-12 and in full-day kindergarten (a.m.-p.m. schedules usually preclude mandatory participation in the banked time program):

- a. Professional development “banked” time programs and activities shall be scheduled for Tuesdays throughout the District;
- b. In elementary schools, grades 1-5/6 and in full-day kindergarten, such time shall total 1560 yearly minutes and shall be accumulated by increasing instructional time by nine minutes per day in 180-day schools and ten minutes per day in 163-day schools. Students will be dismissed 60 minutes earlier than normal dismissal time on 26 designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;
- c. In secondary schools, grades 6/7-12, such time shall total 1260 yearly minutes and shall be accumulated by increasing instructional time by seven minutes per day in 180-day schools and by eight minutes per day in 163-day schools. Students will be dismissed 90 minutes earlier than normal dismissal time on fourteen designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;
- d. The required number of yearly instructional minutes remains the same as without banked time, and there are no changes in the length of the teacher’s minimum daily on-site obligation;
- e. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;
- f. In middle schools, established Common Planning Time shall be separate from, and not scheduled on the same days as, banked professional development time (unless approved by the faculty, the principal, and the Local District Superintendent);
- g. Faculty meetings (see Article IX, Section 4.3) are not to be conducted on banked professional development time; ~~and professional development meetings on banked time do not count toward the permitted number of meetings under Article IX, Section 4.3; and~~ PD that extends to a second hour during banked time shall count towards the thirty (30) meeting maximum per school year in accordance to, Article IX, Section 4.3 and Article XXVII, Section 2.4(Bi).

## 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.
- 2.0 Evaluator: The employee's immediate administrator shall be responsible for evaluating 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.

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

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## ARTICLE XI-B

### MASTER PLAN PROGRAM

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

1.1 In order to be considered eligible to participate in the Master Plan Program, all employees must fall under one or more of the following categories:

a. Possess a Bilingual Certificate of Competency (BCC); Bilingual, Crosscultural, Language and Academic Development (BCLAD) Authorization; or equivalent authorization

b. Teach in a Dual Language program

c. Possess a Deaf and Hard of Hearing (DHH) credential, American Sign Language (ASL) credential, Audiology credential, Speech and Language Pathology credential, and/or ASL Proficiency Interview with the score of 4.0 or above

1.2 In addition to classroom teachers, non-classroom employees including Student Health and Human Service (SHHS) providers with appropriate language certifications and substitute employees with BCC/BCLAD in long-term assignments can qualify for the Master Plan program, except those with bilingual certification as defined in Section 3.1 are required to have successfully completed a minimum of 4 semester units (as defined in Article XV) of coursework in language development methods and culture, either through District training resources or through District approved university coursework. certification DHH credential, or ASLPI Certification, including all those in special education as provided in Section 3.1 through 3.11. as defined in Section 3.1 This same coursework will normally prepare the employee for passage of the State administered BCLAD methodology and culture of emphasis test components and eligibility for receipt of the \$540 stipend (\$270 for each component) incentive of Section 2.0 of this Article; but even if the BCLAD test component is not taken or is not passed, completion of the coursework is essential. Coursework completed under the previous bilingual plan (or passage of the BCC culture and methodology test components) counts toward this requirement.

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

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

- a. ~~A stipend of \$270 per component shall be paid for verification of successful passage of each of the two BCLAD/ examination components (culture of emphasis and methodology). This stipend applies to Master Plan employees who at any prior time passed the BCLAD/BCC examination component(s).~~
- b. ~~Those who immediately qualify for a differential under Section 3.0 below and who have previously passed the two examination components shall have the first \$540 received under the differential program deemed to be compensation for their prior passage of the two required components.~~
- ~~Those who have received stipend payment for passage of the two components, and who then subsequently qualify for any of the differentials described in Section 3.0 below, shall have their prior \$540 stipend payment deemed to be an advance on their first differential payment.~~
- c. ~~Those who possess A-level language proficiency, and are participating in a Master Plan Program, but have not yet passed one or two of the required examination components, will be permitted to commence receipt of the differentials described in Section 3.0 below, but such employees must verify passage of the two examination components within two years of commencing receipt of the differential in order to retain their salary differential (Section 3.0 and 3.3c below) beyond that grace period date.~~
- d. ~~Restoration of Eligibility for A-Level Differentials: A-level employees who become ineligible for further differential payments because of not having passed both the culture and the methodology exams as set forth in Section 2.0c and 3.3b may become eligible again in the differential payment cycle following the one in which they verify passage of the required component(s), providing all other requirements are met.~~

3.0 Master Plan Salary Differentials: Salary Differentials shall be paid to UTLA-represented employees (including Student Health and Human Services employees and non-classroom members) based on a combination of recognized qualifications and credentials, parent and student population served, and educational program.

- a. UTLA-represented staff who possess a BCC, BCLAD or equivalent, but are not teaching in a Dual Language program shall receive an annual stipend of \$2,000.
- b. Certificated employees who possess credentials listed above in Section 1.1(c) above and who are assigned to at least one site with a DHH student population, but do not regularly provide instruction or services in ASL shall receive an annual stipend of \$2,000.
- c. Non-classroom certificated employees with the appropriate language certification who are assigned to at least one site with a student enrollment of 50% or more English Learners shall receive an annual stipend of \$3,000.
- d. Teachers in a Dual Language program who do not provide instruction in the target language, shall receive an annual stipend of \$3,000. (BCC, BCLAD or equivalent is not required to receive this differential.)
- e. Teachers who possess a BCC, BCLAD or equivalent and are teaching in a Dual Language program shall receive an annual stipend of \$6,000.

- f. Certificated employees who possess credentials listed above in Section 1.1(c) above, are assigned to at least one site with a DHH student population, and provide instruction and/or services in ASL shall receive an annual stipend of \$6,000.
- g. Substitute teachers who possess a BCC, BCLAD or equivalent and who provide instruction in a Dual Language program for 50 - 99 days in a single school year shall receive a stipend of \$1,500.
- h. Substitute teachers who possess a BCC, BCLAD or equivalent and who provide instruction in a Dual Language program for 100 days or more in a single school year shall receive a stipend of \$3,000.

3.1 Teachers providing instruction in a target language shall only be evaluated by administrators with an appropriate language certification (listed in Section 1.1 above).

~~Effective July 1, 2001, any teacher who had received a BCLAD/BCC and or A-Level differential during the period from April 1, 1998 through June 30, 2001 shall, if qualified (see Sections 3.1–3.7), be eligible to receive the following annual maximum differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency. Fifty per cent (50%) of the annual bilingual differentials will be paid each semester. Employees in a Model A program are not eligible for a bilingual differential.~~

Certification/ Fluency	Waiver to Basic or Dual Language Program		Model B	
	PHBAO/CAP	Non-PHBAO/CAP*	PHBAO/CAP	Non-PHBAO/CAP*
BCLAD/BCC	\$5,406	\$1,060	N/A	N/A
A-Level Fluency	\$2,704	\$510	N/A	N/A

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

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

Certification/ Fluency	Waiver to Basic or Dual Language Program		Model B	
	PHBAO/CAP	Non-PHBAO/CAP*	PHBAO/CAP	Non-PHBAO/CAP*
BCLAD/BCC	\$3,060	\$612	N/A	N/A
A-Level Fluency	\$1,530	\$306	N/A	N/A



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

~~3.1 — Qualifications for BCLAD/BCC-Level Salary Differential: To qualify for the BCLAD/BCC-level differential as set forth in Section 3.0 or in the ESL differential of Section 3.4c, employees must meet the qualifications of Section 3.4 and also must possess and have registered, prior to assignment to the Master Plan Program, one of the following credentials:~~

- ~~a. — Bilingual/Cross Cultural Specialist Credential;~~
- ~~b. — Multiple Subjects Teaching Credential with Bilingual Crosscultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis;~~
- ~~c. — Single Subject Teaching Credential with Bilingual Crosscultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis;~~
- ~~d. — Bilingual Certificate of Competence (BCC); or~~
- ~~e. — Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Certificate.~~
- ~~f. — Bilingual Certificate of Assessment Competence (only for school psychologist and speech and language teachers.)~~

~~3.2 — Qualifications for Alternative Certification Employees: Alternative certification employees, including but not limited to those who hold an emergency permit, pre-intern, university, or district Intern certificate, waiver, exchange or sojourn credential will be eligible for a bilingual differential only at the A-level rate, providing they have District A-level proficiency and meet all other requirements relating to that differential category~~

~~3.3 — Qualifications for A-Level Salary Differential:~~

- ~~a. — To qualify for the A-Level differential, as set forth in Section 3.0, employees must possess and have registered, prior to assignment to the program evidence of passage of the District Fluency Examination at A-level, or evidence of passage of the BCLAD/BCC language component. A-level employees must also meet the qualifications as set forth in Sections 3.3b and 3.4.~~
- ~~b. — A-level teachers must, within two years of commencing receipt of the differential, verify passage of the two BCLAD/BCC test components (culture and methodology) as set forth in Section 2.0c.~~
- ~~c. — For special provisions relating to certain Secondary Teachers of ESL classes see 3.4c. below.~~

~~3.4 — Additional Qualifications for Both BCLAD/BCC-Level and A-Level Salary Differentials:~~

- ~~a. — Elementary teachers must, in a Waivered to Basic, Dual Language, or Model B program, deliver an appropriate Master Plan Program of instruction on a daily basis using the primary language~~

of the LEP-ELL students whose number must be a minimum of one-third of the total classroom enrollment. The differential shall be pro-rated in the case of part-time assignments and for those assigned more than 20 days but less than a semester.

- b. ~~Secondary teachers must, in a Waivered to Basic, Dual Language or Model B program, provide appropriate instruction on a daily basis using the primary language of the ELL students for a minimum of three academic instructional periods a day in order to receive the full differential. The differential shall be pro-rated for those assigned fewer than three qualifying periods and for those assigned more than 20 days but less than a semester. In a secondary Waivered to Basic or Model B academic period, if one or two students of the total enrollment are not identified as English Language Learners, the teacher shall not lose eligibility for a differential. If students redesignate during the semester and remain in the classroom, the teacher shall not be deemed ineligible for a differential. In the event that more than two students are not identified as English Language Learners and results in non-eligibility for a differential, the affected employee can request a review process pursuant to section 4.0 below.~~
- c. ~~The foregoing notwithstanding, Secondary BCLAD/BCC and A-level teachers who are available to teach classes in the primary languages of ELL students, but who have instead been assigned to ESL classes for a minimum of three instructional periods a day, shall be eligible for a salary differential which is to be 50% of the differential they would receive if they were assigned to teach classes in the primary language. This differential shall be pro-rated as provided in Section 3.4 b above.~~
- d. ~~Special Education (elementary and secondary) teachers must meet the qualifications as set forth above and provide appropriate Master Plan services for a minimum of fifty percent (50%) of the employee's work day. The corresponding pro-ration rules shall apply. e. Pre-kindergarten teachers must meet the qualifications for elementary teachers as set forth above.~~

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

Certification/Fluency	PHBAO/CAP	Non-PHBAO/CAP
BCLAD/BCC	\$5,100	\$1,020
A-Level Fluency	\$2,550	\$510

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

Certification/Fluency	PHBAO/CAP	Non-PHBAO/CAP
BCLAD/BCC	\$1,020	\$204

A-Level Fluency	\$510	\$102
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- a. ~~Non-classroom\* employees serving at a single school location must provide appropriate service on a daily basis in the primary language of the ELL students participating in a Master Plan Program for a minimum of fifty percent (50%) of the employee's work day. \* See Article IX, Section 3.4~~
- b. ~~Itinerant employees serving at multiple locations shall be eligible for a pro-rated combined (all-District amount plus PHBAO/CAP Receiver) amount as follows:~~
- ~~(1) First, calculate the percentage of the employee's total work assignment which is in PHBAO/CAP Receiver schools (e.g., if 4 out of 5 days, the factor would be 80%). In order to qualify for any differential, this factor establishes the maximum differential possible. The non-PHBAO/CAP Receiver services are not to be considered further, regardless of their nature.~~
  - ~~(2) Next, calculate the percentage of the PHBAO/CAP Receiver services which are rendered to ELL students/ parents and which require utilization of the students' primary language. The employee is responsible for maintaining accurate daily records (logs, contact forms, etc., as directed) and preparing appropriate and accurate summary reports documenting the nature and extent of such services. The records must reflect the language status of the person served, and the length of time the employee utilized the primary language. These records and reports are subject to supervisory approval and subsequent audit. Services to ELL persons, which do not require utilization of the primary language, do not count toward this calculation. If the factor calculated pursuant to this paragraph is 50% or more, the employee shall receive the percentage of the differential established in paragraph 1 above.~~
- c. ~~Non-school employees must participate in the Master Plan Program and utilize the primary language for a minimum of fifty percent (50%) of their workday. Calculations for these employees shall be determined pursuant to paragraph b. above.~~

3.6 Date of Eligibility for Salary Differentials: Employees who meet the qualifications for salary differentials as of Norm Day of each semester, and who thereafter continue in the same assignment, shall be paid the appropriate differential. Employees who meet the qualifications after Norm Day and who thereafter continue in the same assignment, shall be paid the appropriate differential upon verification of eligibility. Such differential payments shall be subject to pro-ration, as set forth above. Whenever a school becomes newly eligible for the salary differential program, the eligible employees shall immediately become subject to the salary differential, consistent with the above pro-ration rules. Educators who complete any of the requirements outlined in Section 1.1 above (and therefore become eligible for one of the differentials listed in Section 3.0 above) after the beginning of the school year, but before the end of the Fall Semester, shall receive 50% of the stipend for that year, effective at the beginning of the Spring Semester.

3.7 ~~Condition Precedent: Payment of the PHBAO/CAP Receiver portion of the Master Plan salary differentials is contingent upon State funding reimbursement (at the 80% level) through an approved expansion of the District's State-mandated Student Integration Program. In the event that any costs do~~

~~not so qualify the program may be suspended or terminated immediately, and the program shall immediately be subject to reopened negotiations.~~

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

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

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

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

## ARTICLE XII

### LEAVES AND ABSENCES

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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

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.

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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.

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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.

...

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:

- 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.
- 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).
- 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 XIV SALARIES

### **Attract & Retain Educators**

- The salary of all certificated employees in the UTLA bargaining unit, including Adult Education, CTE, and Substitute educators, shall be increased by 10%, effective July 1, 2022; the salary of all certificated employees in the UTLA bargaining unit, including Adult Education, CTE, and Substitute educators, shall be increased by an additional 10%, effective July 1, 2023
- All certificated bargaining unit member positions shall be eligible for the same annual Masters differential and the same annual Doctorate differential
- Increase the Masters differential for all bargaining unit members to \$1,334 annually, with automatic future increases by the same percentage as bargaining unit salary table increases
- Increase the Doctorate differential for all bargaining unit members to \$1,918 annually, with automatic future increases by the same percentage as bargaining unit salary table increases
- A new salary schedule shall be created for school nurses with a \$20,000 increase to every cell of the 2021-2022 Salary T Table and be implemented prior to the implementation of any bargained salary increase
- A school nurse mentoring program shall be created with a \$4,398 annual differential for mentors
- School nurses shall be provided with one hour of replacement pay at their hourly rate of pay if required to travel to another school other than their primary assignment to provide services
- School nurses shall be provided their hourly rate of pay if required to attend school activities outside of their contractual workday
- Schools with more than 750 students shall be provided by the central office with at least one full-time health assistant
- Private and public sector experience as an RN shall be used, on a year for year basis, for rating in school nurses on the school nurse salary schedule
- All unit members shall be provided up to \$2,000 annually as reimbursement for costs associated with acquiring new credentials or credential renewals, new certifications or certification renewals, or new licenses or license renewals required for their continued employment in their assignment, or for costs associated with classes completed for the accrual of salary points
- Increase the voluntary training rate from \$50 per hour to \$75 per hour, with automatic future increases by the same percentage as bargaining unit salary table increases

### **Equity Investments for Educators**

- Increase each cell of the 2021-2022 Early Education Center salary schedule by \$1,000 annually, prior to the implementation of any bargained salary increase
- 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
- Provide Adult Education & CTE teachers with one hour of preparation pay per week for every 5 hours of weekly instruction provided
- Add a Step 6 and Step 7 to the Adult Ed Salary Schedule, with a 10% increase from Step 5 to Step 6 and a 10% increase from Step 6 to Step 7
- Increase the hourly rate for Adult Education & CTE teachers providing evening instruction as part of a “split shift” that includes a day shift by \$10 per hour
- Carlson Home School educators shall be moved to the T Salary Table, effective July 1, 2022

- In addition to their primary assignment area, Carlson Home School teachers shall have no more than one (1) adjacent assignment area (they currently have at least 2), and shall be paid for one (1) hour of travel time per week at their regular hourly rate of pay when assigned an adjacent area
- Provide replacement pay for non-classroom unit members when asked to provide classroom coverage
- Eliminate requirement that unit members with National Board Certification must work in a classroom setting to qualify for NBC compensation
- HHS staff required and/or directed to work outside of their contractual workday shall be compensated at their hourly rate of pay
- Secondary art activities differentials shall be equal to athletic differentials

### **Equity Investments for Students**

- Community School Coordinators shall work on B Basis, with days worked outside of the school year mutually scheduled between the coordinator and site administrator with a focus on accommodating the demands of community work
- All current DHH itinerants shall receive a one-time \$5,000 retention bonus for the 2022-2023 school year; all new DHH itinerants hired for the 2022-2023, 2023-2024, or 2024-2025 school years shall receive a \$5,000 recruitment bonus upon being hired
- The District shall provide a \$5000 retention stipend for PSAs, PSWs, RJ teachers and Academic Counselors working at a school as part of BSAP for a minimum of 3 years. These payments shall be as follows:
  - \$2000 upon completion of the 2022/2023 school year
  - \$2000 upon completion of the 2023/2024 school year
  - \$1000 upon completion of the 2024/2025 school year
- Master Plan differentials for classroom and non-classroom educators shall be expanded and increased in accordance with the UTLA proposals for Article XI-B



## 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.~~

- The District shall accept electronic submissions of certificates & documentation required as evidence for salary point coursework
- The District shall include full-time work experience and post-baccalaureate coursework for rating in new bargaining unit members, as long as that experience/coursework could apply to a course being taught in the District
- An LAUSD administrator appointee to the Training Credit Appeal Panel must also be an LAUSD administrator appointee to the Joint Salary Point Credit Committee
- Unit members participating in voluntary professional development sponsored by the District may choose between compensation (voluntary training rate) or earning double the professional development hours of the training itself towards earning salary point credits

## ARTICLE XVIII

### CLASS SIZE

- 1.1 ~~For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date."~~ As of "norm date" the number of teachers to be assigned to a school shall be based upon the class size maximums as defined in this Article number of students listed in the teacher Allocation Tables and the staffing requirements of this Article.
- 1.2 ~~For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:~~
- a. ~~At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term.~~
  - b. ~~At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position, and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.~~
- 1.3 ~~Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:~~
- a. ~~From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to register-carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non-register-carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.~~
  - b. ~~After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non~~

~~register-carrying classroom teaching functions in classes or departments exceeding the expected class size.~~

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

~~1.5 HOLD~~

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

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

2.0 Class Size Averages & Maximums for:

Type of School	Grade Levels	Class Size Averages*	Class Size Maximums <u>2022/23</u>	Class Size Maximums <u>2023/24</u>	Class Size Maximums <u>2024/25</u>
PHBAO (Predominantly Hispanic, Black, Asian & Other Non-Anglo)	TK - 3	24.00	27	<u>25</u>	<u>23</u>
PHBAO	4 - 5 (6)	27.00	30	<u>28</u>	<u>26</u>
PHBAO Academic	(6) 7 - 8	27.00	30	<u>28</u>	<u>26</u>
PHBAO Academic	9 - 10	27.00	30	<u>28</u>	<u>26</u>
PHBAO Non-Academic	(6) 7 - 8	36.25	39	<u>37</u>	<u>35</u>
PHBAO Non-Academic	9 - 10	35.50	39	<u>37</u>	<u>35</u>
PHBAO Academic & Non-Academic	11 - 12	35.50	39	<u>37</u>	<u>35</u>
Desegregated/Receiver (Schools Governed by the Student Integration Program)	TK - 3	24.00	27	<u>25</u>	<u>23</u>
Desegregated/Receiver	4 - 5 (6)	32.50	36	<u>34</u>	<u>32</u>
Desegregated/Receiver Academic	(6) 7 - 8	32.50	36	<u>34</u>	<u>32</u>
Desegregated/Receiver Academic	9 - 10	32.50	36	<u>34</u>	<u>32</u>
Desegregated/Receiver Non-Academic	(6) 7 - 8	36.25	39	<u>37</u>	<u>35</u>

Desegregated/Receiver Non-Academic	9 - 10	35.50	39	<u>37</u>	<u>35</u>
Desegregated/Receiver Academic & Non-Academic	11 - 12	35.50	39	<u>37</u>	<u>35</u>
<u>Independent Study Programs</u>	<u>TK - 12</u>		<u>30</u>	<u>25</u>	<u>23</u>

\*Class size averages shall remain in effect until the 2024/25 school year.

Type of School*	Grade Levels	Class Size Averages**	Class Size Maximums 2022/23	Class Size Maximums 2023/24	Class Size Maximums 2024/25
PHBAO Magnet	TK - 3	24.00	27	<u>25</u>	<u>23</u>
PHBAO Magnet	4 - 5 (6)	27.00	30	<u>28</u>	<u>26</u>
PHBAO Magnet	(6) 7 - 8	27.00	30	<u>28</u>	<u>26</u>
PHBAO Magnet	9 - 12	27.00	30	<u>28</u>	<u>26</u>
All Other Magnet	TK - 3	24.00	27	<u>25</u>	<u>23</u>
All Other Magnet	4 - 5 (6)	29.5	33	<u>31</u>	<u>29</u>
All Other Magnet	(6) 7 - 8	29.5	33	<u>31</u>	<u>29</u>
All Other Magnet	9 - 12	29.5	33	<u>31</u>	<u>29</u>

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

\*\*Class size averages shall remain in effect until the 2024/25 school year.

...

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

- a. ~~Elementary schools: Taken together, all classes at a school in grades K-3 are to average 24 students, and in grades 4-6 are to average 35.5 students.~~
- b. ~~Middle Schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.~~
- c. ~~Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.~~

...

4.0 Problem Solving Process: Class Size Averages & Maximums

- a. ~~If the class size averages and/or maximums in this Article are exceeded beyond fifteen (15) instructional day of each semester work days after the norm day, upon request of an affected teacher(s), the site administrator shall conduct a review of the circumstances causing the violation. If the class size maximums in this Article are exceeded beyond the tenth (10) day of the instructional year, the affected teacher may initiate a grievance in accordance with Article V of this Agreement.~~
- b. ~~The administrator shall then meet within five (5) work days with the affected teacher(s), grade level or department chair (add SLC lead teacher if applicable), and chapter chair to discuss the review, and provide a written explanation for the violation of class size averages and/or maximums. If the class size maximums in this Article are exceeded beyond the 15th day of the~~

instructional year, the District shall provide daily compensation to the affected teacher for each day in which their class size maximums are violated after the 15<sup>th</sup> day of the instructional year.

~~e. The parties will discuss options for meeting the required averages and maximums without limiting student access to a full range of course options in a manner which does not disrupt the instructional program or exceed the school's allocated resources. Such options may include a class size waiver for the school site in accordance with the waiver procedures described in LAUSD Policy Bulletin 6029.2 (January 15, 2014). Teachers with class sizes in violation of the maximums in this Article shall be compensated 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 times the number of students beyond the class maximum.~~

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

5.0 Counseling Services: For the 2023-2024 school year, The District shall maintain a secondary school counseling services ratio of 350:1 per secondary school. Once a school has exceeded 10% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 4250-385 students would have 2 secondary counselors, while a middle school or high school with 4254-1050 students would have 3 secondary counselors). For the 2024-2025 school year and beyond, the District shall maintain a secondary school counseling service ratio of 300:1 per secondary school. Once a school has exceeded 10% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 805 students would have 2 secondary counselors, while a middle school or high school with 806 students would have 3 secondary counselors).

5.1 Teacher Librarian Services: The District shall provide one (1) full-time Secondary Teacher Librarian, five (5) days per week, for every library facility located on a secondary school campus and one (1) full-time Elementary Teacher Librarian, five (5) days per week for every elementary school campus with more than 250 students. Elementary School Campuses with under 250 students shall receive one (1) half-time Elementary Teacher Librarian for an equivalent of 2.5 days. Span schools shall continue to receive library services from the Secondary Teacher Librarian. Elementary Teacher Librarians shall service all elementary campuses within their assigned Communities of Schools. Under no circumstances shall this provision result in a reduction in the number of Library Aides at elementary campuses at the time of this Agreement.

5.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school.

5.3 ~~In the event that the District is not able to meet the obligations of Sections 5.0-5.2 of this Article by October 1st of each school year, if UTLA files a grievance for alleged violations of those Sections, the grievance will be immediately placed into abeyance for a period of thirty (30) days in order to allow the parties to explore options to resolved the alleged violation. Those options include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.~~

~~a. The parties may mutually agree to extend the 30-day abeyance window.~~

~~b. If the parties are unable to resolve the dispute informally during the abeyance period, UTLA shall be allowed to resume the grievance process.~~

5.3 PSW Services: For the 2023-2024 school year, the District shall maintain a PSW to student ratio of 400:1 per school. Once a school has exceeded 30% of the ratio, an additional PSW shall be provided to the school by the District (example: a school with 920 students would have 2 PSW, while a school with 921 students would have 3 PSW). For the 2024-2025 school year and beyond, the District shall maintain a PSW to student ratio of 350:1 per school. Once a school has exceeded 30% of the ratio, an additional PSW shall be provided to the school by the District (example: a school with 805 students would have 2 PSW, while a school with 806 students would have 3 PSW).

5.4 PSA Services: For the 2023-2024 school year, the District shall maintain a PSA to student ratio of 400:1 per school. Once a school has exceeded 30% of the ratio, an additional PSA shall be provided to the school by the District (example: a school with 920 students would have 2 PSA, while a school with 921 students would have 3 PSA). For the 2024-2025 school year and beyond, the District shall maintain a PSA to student ratio of 350:1 per school. Once a school has exceeded 30% of the ratio, an additional PSA shall be provided to the school by the District (example: a school with 805 students would have 2 PSA, while a school with 806 students would have 3 PSA).

5.5 Psychologists Services: For the 2023-2024 school year, the District shall maintain a District-wide aggregate Psychologist to student ratio of 400:1. For the 2024-2025 school year and beyond, the District shall maintain a District-wide aggregate Psychologist to student ratio of 350:1.

5.6 College Counseling Services: District shall provide a college counselor to every high school with at least 350 students.

5.7 The District shall provide one (1) new off-norm elective teacher for every secondary school for the 2023-2024 and 2024-2025 school years.

...

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 or a failure to adhere to the seniority provision outlined below 11.1 shall be grievable.

11.1 Counselor Displacement from School Sites: Displacement or reassignment of Secondary Counselors shall be in order of District Seniority of service provided as a secondary counselor. Possession of a teaching credential shall not be a factor for consideration in this scenario.

## 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. 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.~~
  - 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, for a normal summer school day of four hours, their regular substitute pay rates notwithstanding. If in extended status pursuant to Section 4.0, the extended rate shall be \$156.51 per day for a normal summer school day. NOTE: Employees may have assignments of varying hours per day. Daily rates may be derived by dividing the rates above by four and multiplying by the assigned hours per day.~~
  - f.a. Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified. ~~but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than \$139.37 per day effective July 1, 2004, except as provided in Section 2.0b.~~
  - g.b. ~~As of July 1, 2001, Adult Education employees serving as substitutes will be paid at their hourly rate, the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.~~
  - h.c. Upon request, a Substitute working in a long-term assignment and/or a Substitute who has worked at least 100 days in each of the two preceding years shall be allowed to participate in



District Professional Development Training on a space-available basis where funding is available or not required.

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 (including but not limited to District and University Intern 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.

...

15.0 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 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 a list 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).

...

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.

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. Refer to Article IX-A, Section 2.3 for DACE matrix procedure.~~

~~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.~~

4.7 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 requirement 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 456 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.

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.~~
- d. See Article IX-A, Section 2.3 for specific directions regarding the DACE matrix process.

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

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.
- 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.

## 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 three (3) full release days per semester, at no loss of pay, to complete a federally- mandated assessments 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 norm-assessment protocols and student record books.

15.0 Special Day Classes Cap Sizes

Type of Special Day Class Class Size

Autism – General Education Curriculum (AUT C) 40 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

Adaptive PE 70 students



Audiology 80 ~~40~~ 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

(5) The make-up of the site-based steering committee

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 teams.

ARTICLE XXIII

EARLY EDUCATION CENTERS

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

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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 the UTLA chapter chair to trade shifts with another willing Early Education Center teacher for that day. 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 trainings and PD outside of the regular work hours shall be voluntary and compensated at the teacher's hourly rate or PD 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, 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 school wide policies encouraging appropriate and positive student behavior. There are three levels or sources of student disciplinary rules:
- a. In order to improve consistency and accountability in student discipline, the District shall develop and issue (and may revise from time to time) a District-wide Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process;
  - b. Local School Leadership Councils shall, pursuant to Article XXVII, Section 2.4, 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.
- 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.
- 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 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.~~

#### 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.
- l. 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 Intervention Supports and Alternatives to Suspension outlined in LAUSD Bulletin 6231. 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

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

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

4.1 LAUSD/UTLA District Assessment Committee: A joint District-UTLA committee shall meet at least five (5) 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:

- ~~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.

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, community members and Ethnic Studies faculty. ~~Four (4)~~ Five (5) members of the committee shall be appointed by UTLA. The committee shall function under the direction of the ~~Administrator of High School Instruction~~ Division of Instruction, and The district's committee members will include the Coordinator, Ethnic Studies, Humanities, and related Social Studies (not to exceed the number of UTLA teacher appointees) and will meet a minimum of six (6) ~~two (2)~~ 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 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 on the selection or design models or providers of professional development for new for new and current teachers of all disciplines Ethnic Studies. The professional development shall focus on pedagogical practices, content knowledge and shall be community responsive.
3. ~~Review any new and existing resources that are provided in support of Ethnic Studies.~~ Collaborate 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.
5. ~~Provide regular updates on the progress of Ethnic Studies in LAUSD.~~ Collaborate 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

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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 5384~~
- ~~(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.

- 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).
- 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.

...

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.

- 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.

- b. At the elementary level, at least one of the monthly meetings may be scheduled during the 30-minute duty-free period.
- 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.
- d. All meetings of the local councils shall be exempt from the faculty meeting limitations of Article IX, Section 4.2
- 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

3.1 ~~UTLA and the District shall each designate one person to~~ The Director of Pilot School Support and the Autonomous Schools Coach shall work collaboratively 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.

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## ARTICLE XXVII-A

### AUTONOMOUS SCHOOLS (NEW ARTICLE)

This Agreement replaces the LSSEI Agreement of 2011, and supersedes all other agreements pertaining to Expanded School-Based Management Model (ESBMM), Pilot, and Local Initiative School (LIS) school models.

1.0 DEFINITION OF AUTONOMOUS SCHOOLS: Autonomous Schools are LAUSD Schools that waive certain elements of District policy. Some Autonomous Schools may elect to waive certain elements of the UTLA/LAUSD Collective Bargaining Agreement (CBA), but in the absence of such waivers, all Autonomous Schools maintain the full CBA. Schools with current ESBMM, Pilot and LIS plans will have the ability to convert their School Plans to Autonomous School Plans, ensuring that they are able to retain the waivers that they wish to keep. Any LAUSD school may opt to become an Autonomous School. The UTLA-represented staff at Autonomous Schools may vote to exit Autonomous School Status and become traditional LAUSD schools if they no longer wish to have Autonomous School status.

#### 2.0 PROCEDURE TO STREAMLINE ESBMM/LIS/PILOT MODEL TO AUTONOMOUS SCHOOL MODEL

a. STREAMLINING PROCEDURE: All existing ESBMM/LIS/Pilot schools shall update their Autonomous School Plans during the 2022/2023 academic year. School staff will vote to approve the Plans as updated. The vote shall be conducted via secret ballot and require a 60% approval of all UTLA members working 50% or more of their contractual hours at the site. The Director of Pilot School Support and the Autonomous Schools Coach shall work with schools to assist with the streamlining process and to establish a timeline for a revision process, if needed. All updated Autonomous School Plans shall be in effect for 3 to 5 academic years (on a rolling schedule based on time since previous review). Schools opting instead to return to traditional school status (exiting Autonomous School Status) shall go through the procedure outlined in Section IV for exiting Autonomous School status. Schools with existing Election to Work Agreements (EWAs) will continue to have an EWA during the transitional school year of 2021/2022. The revision and renewal process and timeline will remain the same. Schools with EWAs will adhere to the guidelines outlined in Section VII: Election to Work Agreement.

#### b. UPDATING SCHOOL PLANS:

1. REGULARLY SCHEDULED PLAN UPDATE: Each school plan shall be updated in three-year intervals.\* The Director of Pilot School Support and the Autonomous Schools Coach shall work with each Autonomous School to guide them through the update process. At this time, the school is encouraged to review their school plan and amend/revise if necessary. Any revisions must be approved by the school staff and checked for compliance by the Director of Pilot School Support and the Autonomous Schools Coach. The plan approval vote shall be conducted via secret ballot and require the approval of 60% of all UTLA members working 50% or more of their contractual hours at the site.

*\*All schools transitioning from ESBMM/LIS/Pilot to Autonomous School Plans shall maintain their initial Plan Update for 3 to 5 academic years (on a rolling schedule based on time since previous review).*

2. UPDATING THE PLAN BETWEEN REVIEW PERIODS: If a school wishes to amend/revise their school plan, or add/remove additional autonomies, the school shall work with the Director of Pilot School Support and the Autonomous Schools Coach to revise the plan. The school may choose to amend/revise their plan at any time, as long as the impact of these revisions would not be felt beyond the school itself (e.g., a school must abide by the January 15 deadline to amend the bell schedule so that busing schedules will not be impacted). As with any plan revision, the staff must vote to approve the revised plan. The plan approval vote shall be conducted via secret ballot and require the approval of 60% of all UTLA members working 50% or more of their contractual hours at the site.

### 3.0 PROCEDURE FOR TRADITIONAL LAUSD SCHOOLS BECOMING AUTONOMOUS SCHOOLS

#### a. APPLICATION FOR AUTONOMOUS SCHOOL STATUS

1. REQUEST FOR PROPOSAL: Each year, up to 10 traditional schools shall be granted Autonomous School status. The Director of Pilot School Support and the Autonomous Schools Coach shall lead the plan-writing process for schools that are interested in adopting an alternative school model. All non-autonomous schools interested in becoming autonomous must attend two mandatory workshops offered by the Director of Pilot School Support and the Autonomous Schools Coach at various dates and locations throughout the district. The dates and locations of the workshops will be published on the LAUSD School Design Options website. Participants in these workshops will explore the menu of autonomies offered (see Attachment A) and learn about the plan-writing process. Administrators, teachers, school staff, students, parents, and community members are welcome to attend the workshops, and UTLA members who attend can receive salary point credit hours for their participation. The Director of Pilot School Support and the Autonomous Schools Coach shall review all plans submitted, provide feedback to schools that submit plans, and determine whether autonomous school status will be granted.

#### 2. VOTING PROCEDURE

- i. Because Autonomous Schools select autonomies from a list (see Attachment A: Autonomy Options), a petition process must precede the vote. The petition will list each autonomy (with a brief description) that the plan-writing team has chosen. The staff shall review and circulate the petition during Faculty Meeting time. The petition must be signed by at least 50% +1 of the UTLA-represented staff working 50% or more of their contractual time at the school site. This petition process will ensure that the majority of the faculty approves of the autonomies that the plan-writing team selects before the team writes the plan.
- ii. UTLA members at the school site shall vote to approve the Autonomous School Plan written by the plan-writing team. Before voting, the staff shall have time to read the final school plan, and have time during a faculty meeting to discuss the school plan. The vote shall be conducted via secret ballot and requires 60% of members working 50% or more of their contractual hours at the site to approve

transitioning to “Autonomous School” status. Voting shall be supervised by the UTLA Chapter Chair and the Principal (or designees thereof).

- iii. The election determines whether the school is to become an Autonomous School. All autonomies selected shall be retained indefinitely, but at a minimum should be retained for 3 years in order to permit adequate time for experience and evaluation.
- iv. If the faculty and principal jointly find that the autonomous model, or major elements of it, is counter-productive and clearly not performing as expected, the model or major elements of it may be rescinded earlier. All changes must be approved by the LSLC (or equivalent) and a staff vote. All amendments to the plan must be sent to the Director of Pilot School Support and the Autonomous Schools Coach on appropriate forms. However, Disagreement between staff and administration shall be mediated by the Director of Pilot School Support and the Autonomous Schools Coach.

b. STAFF SELECTION AT AUTONOMOUS SCHOOLS (applicable to new Autonomous Schools and schools that have transitioned from ESBMM/LIS/Pilot Status): Autonomous Schools, as well as schools that have Staff Selection/Mutual Consent SBM waivers, may select certificated staff working 50% or more of their contractual time by committee. Out-of-district applicants may be interviewed if the District is accepting applications for credential type needed. If a hiring freeze in the area of need is in effect, the school must select from the District pool. Schools must indicate the composition of their Staff Selection Committees in their School Plan. The Staff Selection Committee will be determined by the LSLC (or equivalent). An example of possible composition guidelines is as follows:

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SELECTION OF UTLA-REPRESENTED STAFF:

- 4 UTLA-represented staff (2 selected for that purpose, plus the Chapter Chair and the appropriate department or grade level chair for the opening being filled);
- The Principal or designated administrator;
- 1 classified employee selected by the school’s classified staff;
- 2 parents selected by the LSLC; and
- 1 student (usually the Student Body President, for Secondary Schools only)

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SELECTION OF AALA-REPRESENTED STAFF:

- 4 UTLA-represented staff (including UTLA Chapter Chair or designee);
- The Local District Director overseeing the school;
- 1 classified employee selected by the school’s classified staff;
- 2 parents selected by the LSLC; and
- 1 student (usually the Student Body President, for Secondary Schools only)

Schools that have no composition in place in their school plan must use the above composition. Decisions of the Staff Selection Committee, to become final, are subject to the approval of the Local District Superintendent; however, if the Local District Superintendent does not approve the decision of the Staff Selection Committee, he/she

must provide a written rationale to the Committee. Administrator removals or reassignments remain within the authority of the Superintendent and District.

c. RETENTION OF EXISTING STAFF: Traditional LAUSD schools that vote to become Autonomous Schools shall retain existing staff and may not, under any circumstances, re-interview existing employees. Employees who do not wish to continue to work at the school may submit transfer paperwork, consistent with CBA procedure.

4.0. EXITING AUTONOMOUS SCHOOL STATUS: During the regularly scheduled plan update year, a school may decide to exit from Autonomous School Status completely. To begin this process, the UTLA Chapter Chair (or designee) shall contact the Director of Pilot School Support and/or the Autonomous Schools Coach. The Director of Pilot School Support and the Autonomous Schools Coach will meet with the school staff during faculty meeting time and explain the process for exiting. This process shall include engagement of all stakeholder groups and Local District personnel. The final step in the exit process is a vote, which requires a 50% + 1 vote of members working 50% or more of their contractual hours at the site to approve exiting Autonomous School status.

5.0. OVERSIGHT OF AUTONOMOUS SCHOOLS: The Director of Pilot School Support and the Autonomous Schools Coach shall work with Local District personnel to oversee Autonomous Schools. The Director of Pilot School Support is an administrator appointed by the District. The Autonomous Schools Coach is a UTLA member who is selected by a joint committee comprised of LAUSD- and UTLA-appointed members. The Director of Pilot School Support is the direct supervisor of the Autonomous Schools Coach. Both positions are funded by the District and are E-Basis.

a. SUPPORT: The Director of Pilot School Support and the Autonomous Schools Coach shall facilitate and oversee the transition of all current and future Autonomous Schools, the exiting of Autonomous Schools, the update/revision processes of Autonomous School Plans, and the application for Autonomous School status. The Director of Pilot School Support and the Autonomous Schools Coach shall provide support to all autonomous schools. They are responsible for communicating with respective stakeholders at school sites and providing individual support as needed, as well as communicating regularly with Local District directors and COSAs who oversee Autonomous Schools and establish systems for progress monitoring.

b. EXISTING RESPONSIBILITIES REGARDING AUTONOMOUS SCHOOLS: The Director of Pilot School Support and the Autonomous Schools Coach are recognized as the successors to the Local Options Oversight Committee (LOOC) referenced in the LSSEI Agreement of 2011 and the Community Schools Strike Settlement Agreement of 1/22/2019, and shall exercise all responsibilities named therein.

c. SCHOOL LEADERSHIP STRUCTURE SUPPORT: The Director of Pilot School Support and the Autonomous Schools Coach shall support all autonomous schools in forming and maintaining a LSLC (or equivalent). The Director of Pilot School Support and the Autonomous Schools Coach may assist all District schools in forming and maintaining their Councils. The Director of Pilot School Support and the Autonomous Schools Coach may recruit and train teams in different regions of the District to support schools, should demand exceed the capacity of the two individuals in these roles.

d. SBM WAIVERS: Schools that are not autonomous may submit waivers, per LAUSD Memorandum 6680.5 (or equivalent memorandum, pending annual update). The Director of



Pilot School Support and the Autonomous Schools Coach shall keep records of all approved waivers.

- e. SCHOOL SITE AUTONOMIES: The Director of Pilot School Support and the Autonomous Schools Coach shall have the authority to mediate any dispute over the implementation of school autonomies.
- f. MAINTENANCE OF RECORDS: The Director of Pilot School Support and the Autonomous Schools Coach will maintain Autonomous School Plans and Election to Work Agreements. The Director of Pilot School Support and the Autonomous Schools Coach shall also keep records of all displacements of employees at Autonomous Schools due to non-issuance of the EWA (see Section VII).

#### 6.0. GOVERNANCE OF AND ADDITIONAL SUPPORT FOR AUTONOMOUS SCHOOLS

a. The governing council of Autonomous Schools shall be the LSLC (or equivalent) as defined in Article XXVII, with the following modifications (to replace Article XXVII, Sections 2.4-2.5):

- 1. FUNCTIONS AND RESPONSIBILITIES: The LSLC (or equivalent) 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 LSLC (or equivalent) shall have the following functions and responsibilities:
  - i. Participation in shared decision-making training collaboratively developed by Director of Pilot School Support and the Autonomous Schools Coach
  - ii. Determination, by majority vote, of the following matters:
    - (1) All site-based professional development for UTLA-represented employees;
    - (2) Annual development, approval and evaluation of a School Climate, Student Discipline and Positive Behavior Support Plan;
    - (3) Schedule of school activities and events, and special schedules (e.g., final exam schedules and schedules designated 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 LSLC (or equivalent) of what activities shall take place. The Council shall not have the authority over scheduling of school activities and events mandated by the Board of Education;
    - (4) Guidelines for use of school equipment, including the copy machine;
    - (5) Expenditure of all school-based discretionary funds, including but not limited to LCFF funds distributed by the District;
    - (6) School-based implementation of initiatives or programs mandated by the local, state, or federal government, including but not limited to Breakfast in the Classroom and periodic assessments;

(7) Program options (e.g., Visual and Performing Arts, Ethnic Studies and double-periods for specific subjects).

iii. In making determinations in the matters listed above, the LSLC (or equivalent) operates within the same set of powers and constraints as previously applied to the Principal. However, future additional District restrictions upon local discretion shall be consistent with applicable laws, regulations and CBAs. The focus of LSLC activity shall be upon establishment of local policy and planning rather than the day-to-day administration or execution of policy and plans. The LSLC shall not be obligated to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily.

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

b. All Autonomous Schools shall be protected from reconstitution, new charter co-location and renewed charter co-location, unless prohibited by law.

c. All Autonomous Schools have the right to work with the Director of Pilot School Support and the Autonomous Schools Coach and their Local District COSA and/or Instructional Director to develop a process for an advisory Principal Evaluation.

7.0 ELECTION TO WORK AGREEMENT (EWA): This section pertains only to schools that have chosen Autonomy 11 from Attachment A: Autonomy Options.

a. RENEWING THE EWA FOR THE FOLLOWING ACADEMIC YEAR: The finalized EWA for the following year must be approved by LSLC (or equivalent) and available for all staff to read by April 1. All UTLA-represented staff working 50% or more of their contractual time at an Autonomous school wishing to remain at their site for the next school year must sign the EWA by April 15.

b. Each UTLA-represented employee who chooses not to sign the EWA must initiate a teacher-initiated transfer by April 15th.

c. PROCESS FOR EWA INTERVENTION AND SUPPORT

1. All faculty members and out of classroom personnel are expected to meet the responsibilities as indicated in the EWA.
2. If the principal is concerned that a faculty member is not fulfilling the roles and responsibilities outlined in the EWA, the principal will notify the employee of his/her concerns in writing by the end of the first semester. The scope of these concerns shall be limited to what is written in the EWA, and cannot reference any matter pertaining to the employee's Formal Evaluation. If the principal still feels that the employee continues to not meet the responsibilities as indicated in the EWA no later than February 1, the principal will offer the following support and guidance:
  - i. The principal will notify the employee with a written notification stating that the receipt of the EWA for the following school year is under review and the need to participate in an improvement plan. At this point, the issuance of the EWA will be contingent upon the employee making significant measurable progress in terms of fulfilling the responsibilities as indicated in the EWA. The latest date to issue a written notification will be February 1st.
  - ii. A meeting will be held within 10 school days of the written notification. The employee and principal will meet to develop a mutually agreed upon improvement plan. The employee may bring a UTLA representative or designee to the meeting. The improvement plan will include:
    - (1) Measurable goals
    - (2) A schedule and system for support by peers and principals
    - (3) A system for documentation between teacher and support members
  - iii. If an agreement cannot be reached between the principal and the employee, the LSLC (or equivalent) will develop the improvement plan.
  - iv. Before April 15th, a post-meeting will be held with the principal, employee, and UTLA representative (or designee). If the employee has met the mutually agreed upon goals supported by documentation and evidence the employee will receive an EWA by April 15th. However, if the employee fails to meet the goals, the principal may decide to deny issuance of the EWA to the employee; however, this decision must be confirmed by a majority vote of the LSLC (or equivalent). If the LSLC (or equivalent) votes to issue the employee an EWA, the employee shall remain at the school for the following academic year. If the LSLC (or equivalent) votes to deny issuance of the EWA, the employee shall be displaced from the school.
  - v. If at any time, in this process, there is a dispute that requires mediation, the Director of Pilot School Support and the Autonomous Schools Coach shall work with the school to resolve the issue.

- d. ELIMINATION OF EWA: Over time, the UTLA-represented staff at a site with an EWA may wish to maintain Autonomous School status, but no longer use an EWA. In order to discontinue use of the EWA for future school years, the school must conduct a secret-ballot, majority vote of all UTLA-represented staff working 50% or more of their contractual hours at the site, overseen by the UTLA Chapter Chair and Principal, no later than December 1. The Principal and LSLC (or equivalent) may give an advisory recommendation on this matter to the UTLA-represented staff, but cannot prevent the staff from voting to discontinue the use of the EWA.

### ATTACHMENT A: AUTONOMY OPTIONS

Autonomous Schools shall have the authority and option to determine local policy with respect to any or all of the matters listed below, without the need for waivers of policy or contract from the District or UTLA:

1. School-determined methods to improve pedagogy and student achievement, such as articulation between grade levels and departments, intervention strategies and intervention/special support programs (such as parent contracts, homework clinics, directed focus of services to assist struggling students and after-school reading rooms or math coaching on a rotating basis)

CBA LANGUAGE WAIVED: none

2. Locally determined curriculum (subject to State and Federal minimum curriculum standards); local instructional standards, objectives, and special emphases (supplementing District standards) with the understanding that the District will fund the chosen curriculum during adoption years

CBA LANGUAGE WAIVED: none

3. Local interim benchmark assessments, tests and pacing plans, aligned with and equivalent to District requirements (e.g., GATE, Algebra Placement), and complying with any State and Federal requirements

CBA LANGUAGE WAIVED: none

4. Local instructional schedules and strategies, including modified daily instructional days/minutes, the school's schedule of activities and events, and special schedules such as those designed to accommodate additional prep time for elementary teachers (all of the above being subject to State-mandated annual number of school days and minimum annual minutes of instruction and calendar requirements, and contractual pay in the case of additional required hours of regular daily instruction. The rationale behind this autonomy is that middle schools have common planning time, which allows for increased teacher collaboration and shortens the number of required minutes. All schools - not just middle schools - should be allowed to have this option). Schools may also use this autonomy to change the calendar for the instructional year, with approval from the Local District.

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CBA LANGUAGE WAIVED: The school's method for implementation of this waiver may contradict the CBA procedure outlined in Article IX: HOURS, DUTIES AND WORK YEAR. In this case, the language written in the Autonomous School Plan supersedes CBA language.

5. School's internal organization plan, such as division into academies, small learning communities, houses, etc. within the assigned student population.

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CBA LANGUAGE WAIVED: The school's method for implementation of this waiver may contradict language in Article VIII: SMALL LEARNING COMMUNITIES. In this case, the language written in the Autonomous School Plan supersedes CBA language.

6. Local professional development plans aligned with the school's Single Plan for Student Achievement, except as training relating to legal/compliance mandates

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CBA LANGUAGE WAIVED: Schools selecting this waiver shall task the LSLC (or equivalent) with determining all banked professional development time, not one-half, as outlined in Article IX-B, 2.0(h).

7. A requirement for Staff Selection with respect to the filling of certificated positions (UTLA-represented and administrative, working 50% or more of their contractual hours at the site), meaning no District-mandated priority placements, but school must still comply with return rights or other placement rights to the school that are created by legal mandates or by the District-UTLA agreement

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CBA LANGUAGE WAIVED: none

8. Local process/methods for determining assignment of teachers to grade levels, departments, subjects and classes (e.g., looping, team-teaching, ungraded instruction, multi-age classrooms, etc.), with the expectation that the school establish an appeals process and include it in their plan

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CBA LANGUAGE WAIVED: The school's method for implementation of this waiver may contradict the CBA staffing procedure outlined in Article IX-A: ASSIGNMENTS, Section 2.0(c) and 2.0(d). In this case, the language written in the Autonomous School Plan supersedes CBA language.

9. Local process/methods for selecting teachers as grade level or department chairs, coordinators, deans, instructional coaches, etc.

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CBA LANGUAGE WAIVED: The school's method for implementation of this waiver may contradict the CBA procedure outlined in Article IX-A: ASSIGNMENTS, Sections 3.0 - 7.0. In this case, the language written in the Autonomous School Plan supersedes CBA language.

10. School's positive behavior support/socio-emotional services plan, aligned with District-wide standards and rules governing student conduct, suspensions, expulsions, and transfers

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CBA LANGUAGE WAIVED: none

11. Election to Work Agreement (EWA): Schools choosing to use an EWA shall provide an EWA to each UTLA-represented certificated employee at the inception of his/her employment at the school and no later than April 15 annually thereafter. All employees are required to sign such document as a condition of working or continuing to work at the school. This document shall include the following information:

A. The length of the instructional day, school day and workday

B. The length of the instructional year, work year and school calendars

C. The amount of time an employee is required to render service beyond the instructional/school/work year or day set forth in the CBA

D. Any additional required duty time, such as during summer, school breaks, etc.

The EWA shall be created by the LSLC (or equivalent) and shall be given to all UTLA-represented certificated staff no later than April 1 of the previous school year. By a 50% + 1 vote, affected staff may vote to override the EWA, sending it back to the LSLC (or equivalent) for re-working. If the EWA for an upcoming school year has not been approved by March 15 the previous year's EWA shall remain in place.

CBA LANGUAGE WAIVED: The school's method for implementation of this waiver may contradict the CBA procedure outlined in the following articles:

- IX: HOURS, DUTIES AND WORK YEAR
- XI: TRANSFERS

In this case, the language written in the EWA supersedes CBA language.

12. Additional waivers: A school, pursuant to the procedures outlined below, may request local authority waivers in addition to those described above, such additional waivers would, however, require separate consideration and approval from both the District and UTLA before becoming effective. Furthermore, once approval is granted and incorporated into the school's plan, no annual waiver is needed.

In order to become an Autonomous School, members of the school community must attend 2 mandatory workshops outlined in Section III(A)(1). After attending these workshops, the plan-writing team must choose the above-listed waivers that they will include in their plan. Before writing the plan, the majority (50% + 1) of UTLA-represented staff must sign a petition agreeing to the plan-writing team's selection of waivers. Before the plan writing team begins the process of writing the plan, they must ensure that the majority of the staff is in agreement with the waivers they have selected.

## 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.

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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. Children's 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. Additionally the district will provide a spreadsheet from the local district for Administrators to assign itinerant workspace at every 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~~

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.

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) District appointees to improve District IT systems. This task force shall meet no less than six (6) times per school year and shall address 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
  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.

## COMMUNITY SCHOOLS AND BLACK STUDENT ACHIEVEMENT PLAN SCHOOLS

### (NEW ARTICLE)

The LAUSD Community Schools Initiative and Black Student Achievement Plan (BSAP) schools shall be the models for equitable school transformation in LAUSD, as they are proven models for racial justice and quality education.

### COMMUNITY SCHOOLS

- 1.0 LAUSD shall commit to becoming a district in which all schools are Community Schools, following pillars:
- a. Integrated Student Supports, Including Restorative Practices
  - b. Expanded and enriched learning opportunities based in culturally response community connected curriculum
  - c. Active family, youth and community engagement
  - d. Collaborative leadership and practices based on shared decision making.
- 2.0 Decisions regarding the District-wide implementation, expansion and maintenance of the Community Schools program shall be made by the Community Schools Steering Committee (CSSC). The CSSC shall be composed of sixteen (16) members, with eight (8) appointed by UTLA and eight (8) appointed by the District, and shall be co-chaired by one appointee from each entity. Each entity may also appoint two (2) alternates to the CSSC. The CSSC will receive collaborative support from the Community Schools Initiative Director, the LAUSD and UTLA Lead Coaches, and from UNITE-LA.
- 3.0 Each Community School shall have a District-funded, site-based, full-time Community School Coordinator.
- a. The Community School Coordinator position shall be recognized as part of the certificated bargaining unit represented by United Teachers Los Angeles.
  - b. The pay basis of school site-based Community School Coordinators shall be changed to B Basis, and allow more flexibility for Community School Coordinators to work off-campus for meeting with families, community partners, etc., as well as more flexibility to work at different times of the day. For the additional work days brought on by the change in basis, there should be a mutual agreement between the Principal and the Community Schools Coordinator as to what additional days will be worked, to accommodate community work, which often requires flexibility.
  - c. Community School Coordinators shall have their own regularly assigned work space to do their jobs, which may often require meetings with parents, students, educators, community partners, planning groups, counseling groups, etc.
  - d. Community School Coordinators shall have return rights to their previous campus in the event they left that school to accept the Coordinator position at another school.
- 4.0 The District shall establish and maintain a central Community Schools Coach position. The Community Schools Coach is a UTLA member who is selected by a joint committee equally comprised

of LAUSD and UTLA appointed members. The Community Schools Coach position shall be funded by the District and is on A-Basis. The Community Schools Coach shall provide coaching to Community School Coordinators and site-based leadership teams for at least four (4) years after becoming a Community School. As the number of Community Schools in LAUSD increases, additional Community Schools Coaches shall be hired, with the goal of having one Community Schools Coach for every five Community Schools in the LAUSD Community Schools Initiative.

5.0 SEIU Local 99-represented Community Representatives shall work in collaboration with the leadership of their schools to assist the Community Schools work.

6.0 The Local School Leadership Council (LSLC) is the governing body at the school site with autonomies governing operational flexibility, budgeting and scheduling to implement a comprehensive Community Schools Framework. In addition to the functions and responsibilities listed in Article XXVII, Section 2.4, the LSLC at each Community School shall have purview over the following matters:

- a. All site-based professional development
- b. School-based implementation of initiatives or programs mandated by the local, state, or federal government, including but not limited to Breakfast in the Classroom and periodic assessments.
- c. Course electives and program options (e.g. Visual and Performing Arts, Ethnic Studies and double periods for specific subjects)

In making determinations in the matters listed in Article XXVII, Section 2.4 and above, the LSLC shall operate with the same self powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion shall be consistent with applicable laws, regulations and collective bargaining agreements. The focus of LSLC activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans. The LSLC 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.

7.0 Community Schools are encouraged, but not required, to consider becoming Autonomous Schools in order to further expand the purview of LSLC and to have increased autonomy over issues such as staffing, scheduling and curriculum. Information on Autonomous Schools can be found in Article XXVII-A.

8.0 All Community Schools must train the entire staff on Community Schools. The Principal and Community Schools Coordinator shall develop the training collaboratively. The training may include the MyPLN training video, "Intro to Community Schools."

9.0 The Community Schools model will be expanded in accordance with the following:

- a. The Community Schools Steering Committee (CSSC) shall determine a process by which schools in high need areas apply to begin the Community Schools Transformational Process.
- b. All schools selected to participate in the Community Schools Transformational Process shall receive a \$150,000 allocation from LAUSD for their first year of implementation.
- c. Effective July 1, 2022, LAUSD shall increase the second year allocation for Community Schools from \$250,000 to \$300,000. The \$300,000 allocation shall be provided annually to every Community School after their implementation year (see 9.0.B above).

d. LAUSD shall apply for State Community Schools implementation funding in two rounds:

1. The first round, applied for immediately, will fund the 34 existing LAUSD Community Schools Initiative schools.
2. The second round, applied for after a period of months of dialogue with potential new Community Schools, will fund at least 136 additional Community Schools that are, where possible and desirable, located within the feeder patterns of the initial 34 existing LAUSD Community Schools Initiative schools. This would not be exclusive of other schools in other feeder patterns if they show interest and readiness.

10.0 All Community Schools created by or supported by state, federal, or other outside funds shall be sustained permanently by LAUSD if those outside funds expire. LAUSD shall permanently fund the Community Schools Initiative with all resources necessary for staff leadership, project management, technical assistance, coaching, evaluation, staff support, partnerships, and more. This includes resources from the central office to Community schools with the specific purpose of supporting collaboration, professional development and curriculum planning at the schools.

11.0 No school designated a Community School shall be subjected to reconstitution, closure, new charter co-location, or renewal of a charter co-location.

12.0 LAUSD shall contract with a proven and successful partner, such as the NYU Metro Center for Research on Equity and the Transformation of Schools, to perform curriculum audits through a process of deep engagement with parents, students, educators, and community members, at all Community Schools to inform curriculum training and planning going forward.

13.0 A program will be created to recruit and retain educators of color that includes partnering with teacher education programs from at least three local universities and/or HBCUs. This shall include an induction/mentoring program to recruit, support and retain educators, counselors and social workers of color.

#### BLACK STUDENT ACHIEVEMENT PLAN (BSAP)

14.0 Black Student Achievement Plan Schools: The Black Student Achievement Plan (BSAP) was approved by the LAUSD Board of Education in February of the 2020-21 school year. Funding allocations have been earmarked to address the longstanding systemic disparities and failures in educational opportunities and outcomes between Black students and their non-Black peers. The BSAP addresses the need for culturally responsive curriculum and instruction as the classroom norm, fosters partnerships with community based organizations with proven track records of success within the Black community and provides increased staffing support to address the academic and social-emotional needs of Black students.

15.0 LAUSD shall permanently fund the BSAP Program with all resources necessary for staffing, curriculum, collaboration and professional development from the district central offices.

16.0 Expansion of BSAP Programming within Tier 1 BSAP schools.

a. Beginning with the 2022-2023 school year, and sustained each year after, every Tier 1 BSAP school shall receive an additional annual allocation of \$250,000 to be invested in resources selected by the school from the following menu:

1. College counselors- more than one per school.
2. Career counselor to help students with alternative employment.
3. Drug and alcohol counselors
4. Peer counseling programs
5. Safe passage programs that address street violence
6. Funding for healthy food at BSAP gatherings
7. BSAP field trips
8. Full time qualified teachers for visual and performing arts.
9. High-quality training for staff in restorative practices for schools, including additional training for restorative justice coaches and school climate coaches.
10. Sports programs
11. Mental Health and Wellness Programs
12. Culturally Responsive Curriculum
13. Materials or equipment that support any of the above-mentioned items

b. Beginning in the 2022-2023 school year, and sustained each year after, LAUSD shall allocate this same level of resources, along with the same menu of options, to all BSAP Tier 2 schools.

17.0 The BSAP Steering Committee will provide support and guidance to Local Districts, BSAP administrative teams and school sites. The Committee shall consist of community organizations, labor partners, parents and students, in accordance with Board Resolution. The BSAP Steering Committee will implement and monitor the district-wide BSAP plan.

18.0 Each BSAP school shall have a "BSAP Team," consisting of one (1) Pupil Services and Attendance Counselor (PSA), one (1) Psychiatric Social Worker (PSW), one (1) Academic Counselor and one (1) Restorative Justice Teacher. These positions are funded through centrally-allocated District BSAP funds and are provided to all BSAP schools in addition to the positions outlined in Article XVIII.

18.1 Members of the BSAP Team shall be on B-basis in order to receive and deliver training prior to the start of each instructional year.

18.2 BSAP Team members working for a minimum of three (3) years at a BSAP school shall receive a \$5,000 retention stipend. The \$5,000 stipend would be split into the following three payments:



- a. \$2,000 upon completion of the 2022-23 School Year.
- b. \$2,000 upon completion of the 2023-2024 School Year
- c. \$1,000 upon completion of the 2024-25 school year.

19.0 LAUSD and UTLA shall establish a joint task force for BSAP. This joint task force shall include the BSAP Steering Committee and at least one (1) BSAP Team member from each BSAP school selected by UTLA. This task force shall meet at least 6 times a year and be responsible for the following:

- a. Determination and collection of appropriate data to be used for measuring outcomes of BSAP students and successful implementation of the District BSAP plan.
- b. Development of plans for recruitment and retention of Black educators and counselors
- c. Identification and selection of culturally relevant training and professional development for BSAP Team members and schools. All trainings shall be provided by qualified professionals with a background in the disciplines of the BSAP specific areas.
- d. Creation and administration of an annual survey of all personnel at BSAP schools to analyze and address staff attrition levels and success of BSAP implementation

20.0 BSAP Schools shall be provided a School Climate Advocate who meet the district qualifications at every secondary school as an additional resource, a classified position centrally-funded through BSAP funds. LAUSD shall set a goal of at least 50% of School Climate Advocates being filled by residents of the local community. BSAP administrative teams shall report regularly to the BSAP Steering Committee regarding progress towards this goal.

21.0 Every effort shall be made to ensure that all new personnel hired to support the implementation of BSAP shall have a background in mental health, restorative practices, culturally-responsive curriculum, transformative change, and/or experience in transforming school environments for vulnerable populations.

- a. For all new hiring, members of the BSAP Steering committee shall be included on the interview panel.
- b. A program will be created to recruit and retain Black educators that includes partnering with teacher education programs from at least three local universities and/or HBCUs. This shall include an induction/mentoring program to recruit, support and retain Black educators, counselors and social workers.

#### Support for Immigrant Students and their Families

22.0 Every Community of Schools shall fund one immigrant clinic annually. The COS shall seek input from the schools and be accountable to meeting the COS needs via an annual review. The goal of the immigrant clinic is to provide immigration, housing, worker, and other legal support and workshops.

23.0 LAUSD shall fund and support indigenous language resources for immigrant students in the form of curriculum, translators, tutoring and other community engagement efforts.

24.0 LAUSD shall fully fund existing “Dream Center”/Newcomer Centers and allocate funding for additional Newcomer Centers in communities of high needs. These centers will administer an intake process that assessed needs, providing wrap around services as well as other services that are needed by the community i.e. nutrition information, assistance with enrollment forms.

25.0 LAUSD shall provide ongoing training for faculty and staff related to the needs of immigrant students and their families.

26.0 LAUSD shall create an emergency relief fund for newly arrived students or their family to alleviate costs associated with their migration journey, unexpected legal costs or any other hardship related to deportation.

## EQUITY IN SCHOOLS

(New Article)

Educational equity must center on embracing the full humanity of every student. Learning requires affirmation and acceptance of the learner. The failure of US school systems, including, LAUSD, to provide equal educational opportunities to students based upon race and other factors is intertwined with the normalization of the social, economic, and cultural capital of white, middle-and upper-class America in our schools. The impact is that our schools impart a tacit disdain for the culture of our students of color which has dilatory effects on students' emotional state and their willingness or readiness to learn in the school setting.

Every student has an equal right to an education. However, students' rights are not treated equally. Equity recognizes this inequality of treatment and provides redress by tailoring educational opportunities to meet the differing needs of students—needs that are often created by long-term educational and social neglect, not because of flaws in their humanity.

This longstanding inequality requires that LAUSD shall implement a system of educational equity to redress the inequality that has marginalized generations of students.

1.0 LAUSD shall create an Equity System that includes equitable funding, but more fundamentally ensures that quality educational opportunities reach every student. This Equity System shall be centered on the understanding that all human beings are equal and share common attributes that enable all humans to learn. These attributes are universal; however, they may be expressed differently based on cultural, linguistic, and historical influences. The Equity System shall be designed to support the humanity of every student and their families and communities.

- a. An Equity Steering Committee with equal numbers of representatives appointed by LAUSD and UTLA to oversee implementation.
  1. The committee shall be comprised 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 and represent the diversity and geography of LAUSD.
  2. The committee will have monthly meetings.
- b. The Equity Steering Committee shall identify a Fundamental Conditions of Learning Baseline of Educational Resources that will be the basis for creating learning conditions common to all students' needs based upon 4 areas: 1) physical; 2) social; 3) cultural; and 4) emotional. This is to be completed within 6 months.
- c. The Equity Steering Committee shall conduct a Resource Equity Audit of schools to evaluate the status of providing the Fundamental Conditions of Learning Baseline of Educational Resources in every school, with the following expectations:
  1. A consultant will be identified to design and implement the audit
  2. Resources and staff expertise to develop an RFP

3. Audit shall be completed by the end of the school year.
4. Based on audit results, a comprehensive plan including budgetary needs for access to the Fundamental Conditions of Learning will be adopted by the school board and implemented in the following school year.
5. The Equity Steering Committee shall identify learning resources and funding needed in addition to the Fundamental Conditions of Learning.

2.0 The learning resources shall be targeted based upon the principles of equity which prioritize educational and financial resources provided to schools based on student and community needs.

- a. Additional learning opportunities shall be targeted first to those students, families, schools and communities where LAUSD has failed to adequately provide these conditions.
- b. These learning opportunities shall account for the unique needs and assets students bring to the school and shall be respectful of the humanity of students, their families, and their communities.
- c. These additional equitable resources shall support, and work in conjunction with, existing equity initiatives including: BSAP, Community Schools Initiative, and SENI, as well as any other existing equity initiatives identified by the Equity steering Committee.
- d. The Educational Resources shall include:
  1. Support for Equitable Access to Quality Teaching and Learning Opportunities
  2. Equitable Funding Streams
  3. Support for Schools as Core Neighborhood Institutions
  4. Support for Well-Being of Neighborhoods and Stability of Schools

3.0. The District shall not proceed with Student Centered Funding or similar proposals which create a marketplace of students for whom schools would compete.

## HEALTHY GREEN PUBLIC SCHOOLS

(New Article)

### 1.0 Climate Literacy Curricula

- a. LAUSD shall commit to fully implement and fund the Climate Literacy resolution (Res-016-21/22) passed in February of 2022.
- b. Expedite and expand the creation and maintenance of outdoor education space and programs. Programs like the Nature Explore Classrooms (NEC) should be replicated and expanded each year to include an additional 3 EECS, elementary, middle and high schools.
- c. Develop a Climate Curriculum Implementation Task Force to include educators and other impacted stakeholders, such as youth, parents, and community, to infuse climate literacy with a racial justice lens and address the historical environmental racism experienced by frontline communities.
- d. Establish Climate Advisors/Educator Coordinators and other Local District Coordinators (LDC) per school, which will oversee the implementation of climate literacy programs on campus and throughout the local District.
  1. For secondary school educators, the Climate Advisors/Educator Coordinators will be given one conference period to plan and prepare materials related to the curricula and other implementation of climate literacy education.
  2. Elementary school educators will receive a stipend to plan and prepare materials related to the curricula.
  3. Use faculty meetings to discuss implementation of climate literacy education.
  4. This will be a fully funded and identified by the end of the first year of implementation.

### 2.0 The district will commission a report on the impact of Green Jobs and Youth that explores how to LAUSD youth to work and internships, scholarships and higher education programs relating to solar, electric, greening, stormwater, and other climate justice infrastructure.

- a. This report will identify job typology, necessary training, partnerships and opportunities needed to prepare LAUSD youth for green jobs as the District moves towards clean and renewable energy sources for its buildings and transportation fleet.
- b. Convene labor unions and other stakeholders to identify programs, Internships, and apprenticeships.
- c. LAUSD shall Increase investment in Career Technical Education (CTE) programs such as the Energy, Environment, and Utilities, Industry program

### 3.0 The District shall create a plan for a Green, Clean, Free and Healthy LAUSD, including conversion to electric buses and installation of solar panels, working exclusively with unionized contractors.

- a. LAUSD shall create an Office of Climate Resilient Schools within the Office of the Superintendent to convene district staff from various divisions, community based organizations, non-profits and community members.
- b. Partnership requirements and agreements will be streamlined and resources centralized for availability on a school greening portal on LAUSD's web site.
- c. LAUSD will install solar panels on 200 district buildings by 2030, 1,000 district buildings by 2040, and all district buildings by 2050 using an equity index for prioritizing.
- d. LAUSD shall Increase installation of universal electric vehicle (EV) chargers on school campuses for charging passenger vehicles, with chargers at 25% of schools by 2025, at 80% of schools by 2036, and at all school buildings by 2045.
  - 1. The first priority should go to installation at Community Schools and BSAP schools if requested by those schools, so these facilities can be an asset to both faculty/staff as well as for community members during off-hours.
  - 2. The next priority should go to schools in areas with greater-than-median multi-unit dwellings.
- e. LAUSD shall convert to electric buses and replace the remaining 300 diesel buses by 2024, The following goals shall be established:
  - 1. Reach 80% electrification of LAUSD bus or other fleets by 2030.
  - 2. Reach 100% electrification by 2035.
- f. LAUSD shall extend the partnership with the LA Metro to guarantee no-cost public transportation passes permanently.

4.0 Safe Water: LAUSD will commit to removing all detectable levels of lead from school drinking water fountains by installing filtration stations on all buildings affected by high levels of lead by 2030. Priority should be given to fountains tested at 5 ppb of lead or higher.