

**LAUSD - UTLA MEMORANDUM OF UNDERSTANDING  
EXPANDED INCLUSIVE PRACTICES**

**This memorandum of understanding is agreed to by  
Los Angeles Unified School District and United Teachers Los Angeles ('UTLA')  
March 18, 2023**

The purpose of this sideletter is to memorialize the commitment of the Los Angeles Unified School District ("District") and United Teachers Los Angeles ("UTLA") to support the ongoing efforts to increase inclusive opportunities for students with disabilities receiving special education services<sup>s</sup> in the District ("the initiative"). ~~In an effort to increase Inclusive Opportunities for Students with Disabilities any district school wishing to expand their inclusive practices will refer to this Sideletter to help develop and increase inclusive opportunities.~~

**1.0 Schools with Increased Inclusive Opportunities**

a. The District will provide 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. Release time for special education teachers shall be provided for the duration of IEP team meetings including any time outside of their scheduled conference periods.

c. Upon request, release time for general education teachers shall be provided for the duration of IEP team meetings, including any time outside of their scheduled conference periods.

b. ~~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. Students with disabilities enrolled in general education classes shall be counted as part of the contractual class size maximum.

d. ~~The number of students with IEPs shall not be greater than 25% of the class size maximum.~~ Consideration for classroom assignment for students with IEPs in general classes will be made to support the education program and the needs of students.

e. ~~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.~~

## 1.1 School Site Inclusion Plan

a. Schools participating in the initiative shall establish ~~constitute~~ a Site-Based Steering Committee comprised of ~~the school's stakeholders (e.g. general and special education teachers, administrators, parents, etc.)~~ two general education teachers, two special education teachers, one site administrator, and two parents with a child with disabilities at the school, a special education student(s) at the school, with one teacher and the site administrator serving as co-chairs. The Steering Committee shall meet monthly ~~at a mutually agreed upon time~~ to discuss matters related to the implementation of inclusion and professional development in accordance with the School Site Inclusion Plan (SPSA SSIP). ~~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.

b. Schools wishing to increase inclusive practices at their school shall begin planning and meeting to develop a school plan ~~at least six months~~ prior to submitting a plan to the LAUSD Division of Special Education. Proposed plans shall be submitted no later than January 15<sup>th</sup> of every year. The plan shall include the following:

- (1) A vision statement
- (2) A plan for stakeholder meetings – for all staff and parents
- (3) A description of the instructional program options for inclusion
- (4) A plan for structural collaboration and planning within the contractual workday for each special education teacher and general education teacher with whom they co-teach
- ~~(5) The make-up of the site-based steering committee~~
- (6) The plan ~~must~~ shall be shared with the staff.

c. This plan shall be included in the ~~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 may amend the SPSA, in accordance with applicable law and District policy, ~~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.

1.2 Planning: For special education teachers implementing the initiative, the District shall provide up to one (1) hour per week to each special education teacher for planning and collaboration time with each general education teacher and their general education partner with whom they co-teach for planning and collaboration time. The weekly total provided by the District to each special education teacher shall not exceed three (3) hours per week. and one (1) hour 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.

- 1.3 Each school implementing the initiative with a plan approved by the Division of Special Education shall have a teacher assigned duties for the initiative and will be provided a differential of \$848 per semester.
- 1.4 For special education teachers at schools implementing participating in the initiative, the date and time of the formal observation shall be collaboratively set by the special education teacher and the administrator.

1.5 LAUSD Expanded Inclusive Opportunities Task Force

The standing LAUSD Expanded Inclusive Opportunities Task Force shall be reinstated. The taskforce shall be comprised of five UTLA bargaining unit members appointed by UTLA members and five members appointed by the District. The Task Force shall meet twice per semester to discuss issues arising from the implementation of the expanded inclusive opportunities for students with disabilities. Topics of discussion shall include:

- a. Alignment of Welligent with the inclusion service model
- b. Professional development for special education and general education teachers
- c. Strategies to facilitate collaboration between special education and general education teachers

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

This non-precedent setting agreement is for the duration of the parties' 2022-2025 Collective Bargaining Agreement and may be renewed by mutual agreement.

It is so agreed:

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United Teachers Los Angeles

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DATE

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Los Angeles Unified School District

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DATE

05-12-22	UTLA Proposal
06-02-22	District Counter Proposal
11-10-22	UTLA Counter Proposal
11-17-22	District Counter Proposal
12-01-22	UTLA Counter Proposal
12-08-22	District Counter Proposal
01-19-23	UTLA Counter Proposal
03-18-23	District Counter Proposal

## ARTICLE XIX

### SUBSTITUTE EMPLOYEES

- 1.0 Salary and Benefit Provisions: For salary and benefit provisions, including Base Rate, Incentive Rate, Extended Rate and Inter-session/Summer/Winter Session Rate, refer to Appendix E. The following substitute salary and benefit provisions are in effect for the 2004-05 school year only; salaries for 2005-06 are subject to reopener negotiations pursuant to Article XXXII.
- a. The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous 11364 accrual rate factor for paid non-working days described in Section 2.0 and the 3% longer days factor.
  - b. Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table ~~shall be \$159.26 per day effective July 1, 2004,~~ and if the substitute serves in an extended status under Section 4.0, the daily rate shall be ~~\$214.93 per day effective July 1, 2004~~ in accordance with the rates listed in Appendix E. The rates set forth in the previous sentence shall also be the sole rates available to contract teachers serving as substitutes during unassigned periods.
  - c. Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (see Section 3.0.) shall be ~~\$214.93 per day effective July 1, 2004~~ in accordance with the rates listed in Appendix E.
  - d. Continuity Rate Increase: Substitutes who serve in place of employees paid on the preparation Salary Table shall have their rates of pay increased by one hour of pro-rated pay per day effective the first day following the completion of service equivalent to 130 days during the school year.
  - e. Inter-session/Summer/Winter Session Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid ~~\$115.96 effective July 1, 2004,~~ at their hourly rate in Appendix E for a normal summer school day of four hours.

Substitutes in a single assignment for the entire summer or winter session shall be paid at their regular extended hourly rate in Appendix E retroactive to the first day of the assignment including any additional hours worked as may be required of non-substitute teachers in similar assignments. If substitute pay rates notwithstanding, in extended status pursuant to Section 4.0, the extended rate shall be \$156.51 per day for a normal summer school day. NOTE: Employees may have assignments of varying hours per day. Daily rates may be derived by dividing the rates above by four and multiplying by the assigned hours per day.

- f. Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified, but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than \$139.37 per day effective July 1, 2004, except as provided in Section 2.0b.
- g. As of July 1, 2001, Adult Education employees hired prior to July 1, 2001 serving as substitutes will be paid at the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.
- h. 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. [AGREED]~~  
  
~~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. [AGREED]~~

~~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. [AGREED]~~
- ~~(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.) [AGREED]~~
- ~~(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. [AGREED]~~

3.0 Incentive Plan: Incentive Plan substitutes serve in schools of particular need, as determined by the District, and thereby qualify for the daily incentive pay rate (Section 1.0c 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. **[CCL]**

- 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. **[CCL]**

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: **[CCL]**

- 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. **[CCL]**
- 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. **[CCL]**

c. Agree to serve as an incentive substitute for at least one semester. **[CCL]**

3.2 Priority for Selection: Seniority based on earliest uninterrupted date of assignment in the District as a certificated employee and number of days available for assignment shall be used to determine priority for selection of new participants in the Incentive Plan. **[CCL]**

3.3 Incentive Substitute Assignment Procedures:

a. Incentive Plan substitutes will be called for assignment pursuant to Section 5.3 of this Article, except that a limited number (at the District's discretion) of the participants with five-days-per-week availability may be assigned in advance on a daily basis to schools for service at

those sites or be reassigned to other nearby schools as determined by the District. Substitutes with the longest travel distance will be given priority consideration for advance assignment. **[CCL]**

b. Incentive Plan substitutes may be name-requested by the site administrator of any participating school irrespective of 3, 4 or 5-day availability, but may not be name-requested by non-incentive plan schools. Participating schools shall not include non-incentive substitutes on their preferred calling lists. **[CCL]**

c. Non-Incentive Plan substitutes may be assigned to participating schools, but only after all available incentive substitutes have been assigned. **[CCL]**

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

4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 20 consecutive working days in the same general education assignment or sixteen (16) consecutive working days in a special education assignment in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute daily rate as provided in Section 1.0b and c above retroactive to the beginning date of the assignment. Substitute teachers in extended assignments are entitled to any and all preparation time afforded to the classroom teacher for whom they are substituting. If directed to provide class coverage during the teacher's conference period, the substitute employee in an extended assignment will be compensated at their hourly rate. Days used by the substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in, the consecutive working days requirement. Upon the termination of the extended assignment, the substitute shall return to, and be paid as, a day-to-day substitute. Should that same substitute within five (5) working days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional working days, the

substitute shall again be classified as an extended substitute and shall be paid the Incentive Plan substitute rate retroactive to the beginning date of the return to the position. **[AGREED]**

**4.1 Resident Substitute Program** - Based on District and programmatic needs, the District may at its discretion initiate a Resident Substitute Program. This Program allows substitutes to serve in schools designated by the District in a daily capacity for one or more semesters. ~~the entire school year.~~

Resident Substitutes are assigned to the same school and serve as the first substitute of the day and provide support to classrooms at the discretion of the site administrator. Substitute employees wishing to become Resident Substitutes will complete an interest survey indicating their preferred region. The Substitute Division will assign Resident Substitutes to schools. The employees selected shall receive the Substitute Residency rate of \$249.91 per day/\$41.65 per hour. Substitute employees participating in the Resident Substitute Program may accept Extended Rate assignments at their Residency school and may return to the Substitute Residency Rate at the conclusion of their Extended Rate assignment.

The District shall solicit substitutes to participate in the program, 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. The District may discontinue the Residency Program at its discretion.

**5.0 Assignment Procedures for Non-Incentive Plan Substitutes:** Day-to-day substitutes may apply to only one of the service areas (North – 1, 2, 3, 4; South 1, 2, 3; Central 1, 2, 3) for assignment. Day-to-day substitutes will be placed, upon request, on a calling list within the Calling Area but are subject to assignment to any school within the Calling Area and also, when necessary, may be assigned to any school in an adjacent calling area. Also, substitutes must be available for at least two consecutive days per week. (Friday/Monday meets the consecutive days requirement.) Substitutes who are unable to comply with the consecutive days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0. **[CCL]**

**5.1 Accepting Assignments:** All initial assignments of substitute teachers, including those who are name-requested, must come from the substitute calling unit. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit. **[CCL]**



A substitute who should have been assigned, but was not assigned due to a verifiable District error, shall be granted one of the following remedies, at the employee's option: **[CCL]**

- a. a make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or **[CCL]**
- b. cancellation of an "unavailable" charged against the employee. **[CCL]**
- c. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable." **[CCL]**
- d. A substitute who had a weapon brandished at him or her related to and during the performance of assignment duties may specify a "Don Not Send" designation for that school without being charged with an "unavailable." **[CCL]**

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

- a. The District shall maintain a list of school schedules at an employee self-service website. **[CCL]**
  - (1) Assignments to SBM schools with adjusted schedules will be offered in the same manner as to non-SBM schools. No special "non-available" notation will be made as a result of an assignment offer to a S.M. school. **[CCL]**
  - (2) The substitute on-site obligation at S.M. schools with adjusted schedules will not be greater than normal, even if the teaching time is lesser or greater. Pay for substitutes at such schools will not be adjusted to reflect the revised schedules. **[CCL]**

5.3 Calling Priority Order:

- a. Contract pool teachers temporarily assigned to substitute pools, and year-round school teachers newly assigned or whose track is changed and who therefore need to make up time in order to complete one full year of retirement service credit. **[CCL]**
- b. Incentive Plan Substitutes (see Section 3.0.). **[CCL]**

c. Substitutes requested by name and employee number, and available year-round school teachers off-track requested by name and employee number at their home school. The request list is limited to those who are available at least two days per week provided that they are available Friday and Monday and approved by the site administrator in consultation with the faculty. **[CCL]**

d. Remaining openings shall be filled from geographic area pools. Substitutes' names shall be arranged by the date of election to certificated service on separate lists for each pool according to service category (elementary K-6, or a given secondary subject field), and called in the following priority order: **[CCL]**

f. Remaining year-round school teachers off-track who were not assigned pursuant to c. and d. above or off-track teachers not available to substitute at their home school, and teachers on traditional calendars serving as substitutes during unassigned periods. **[CCL]**

g. Standby list (see Section 5.6.). These shall be assigned by seniority order within service category. **[CCL]**

(1) Substitutes available five days per week. **[CCL]**

(2) Substitutes available at least two consecutive days per week but less than five days. **[CCL]**

e. Year-round school teachers off-track and available to substitute at least two days per week at their home school, but need not remain available each week of the off-track period. These teachers shall be arranged by their seniority date within the service category (K-6 or a given secondary subject field) for assignment at their home school. **[CCL]**

5.4 Assignments During Z Basis Periods: During the summer hiatus periods for traditional calendar schools and off-track periods for year-round schools (i.e., X/Z Basis - see Article IX, Section 10.0j) the calling priority order shall be as described in 5.3 above, but will be restricted to a limited number of substitutes who have volunteered for summer duty and have been selected, again based upon the above priority order.

5.5 During emergencies the above priorities may be temporarily suspended. **[CCL]**

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

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

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

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

- (1) Refuses an assignment within the geographic limits set forth in 5.0 above. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for assignment of less than a full day. **[CCL]**
- (2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances: **[CCL]**
  - (i) If the extended assignment conflicts with a previous commitment by the substitute for a different name-requested assignment; **[CCL]**
  - (ii) If the substitute has already served ten consecutive days in the assignment; or **[CCL]**
  - (iii) If the assignment is for a subject field other than that designated on their availability form. **[CCL]**
- (3) Fails to answer the telephone personally between 5:30 a.m. and 8:30 a.m. In the case of Early Education Centers, the hours are 7:30 a.m. to 9:30 a.m. **[CCL]**
- (4) Has a busy telephone line during two attempted calls during the hours specified in (3). **[CCL]**
- (5) Declares unavailability. However, if the substitute Satisfies the District that the unavailability was for more than one day because of a continuing illness, (or compelling personal reason), only one "unavailable" will be charged for that period. **[CCL]**

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

5.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not behonored for those on the standby list.

A substitute who is placed on the standby list shall be given immediate notice thereof and an opportunity for prompt administrative review by the coordinator of the Certificated Substitute Assignment Unit. Such review shall be without prejudice to any rights the substitute may have under the grievance procedure. After a period equivalent to six working months, substitutes on the standby list may be returned to a higher priority, provided that an Inadequate Service Report was not received during that period. **[CCL]**

5.8 Upon request, substitutes shall be advised of their rank on the calling priority list. **[CCL]**

5.9 Each school shall post and distribute to teachers a copy of its substitute name-request list (preferred substitute list) and a copy of the list of off-track teachers (if any) available to substitute during their off-track periods. These lists shall include the teachers' employee numbers to ensure that the proper substitute is requested and assigned. Copies of preferred substitute lists shall be forwarded by the local sites to the Substitute Assignment Unit where they shall be available for review by the UTLA Substitute Subcommittee Chairperson. **[CCL]**

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

7.0 Time Reporting: Substitute teachers must serve a full teaching day to receive a full day's pay. Time should be reported to the nearest tenth of an hour (6 minutes) from the time instruction begins. When the school's daily schedule reduces instructional minutes in order to provide professional development, such as Banked Time Tuesdays, substitute teachers shall have the right to participate in professional development and receive pay for the full day. Those who serve a full day shall be time-reported for the same number of hours as the employee for whom they are substituting. **[CCL]**

7.1 Service for less than a full day will be compensated proportionately unless the late arrival is due to a late call from the substitute unit which does not permit the substitute to reach the school before class begins. If the substitute has complied with the provisions of Section 6.0, and the school confirms the time of the unit's call, the substitute will be given an opportunity to make up the late time (up to a maximum of one hour) at the end of the school day. Substitutes who are assigned for less than a full teaching day, but were not so informed at the time of the assignment offer (and it was not otherwise apparent) shall be entitled to a full day's pay, provided that they perform other duties as assigned for the balance of the workday. For example, if it is determined that a substitute was not informed of a half-day assignment, the substitute will be

permitted to serve and be paid for a full day. The school must confirm the terms of the assignment offer with the substitute unit. **[CCL]**

7.2 A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated (e.g., UTP duties) shall be time-reported for the full time of the additional assignment. **[CCL]**

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

8.1 Job Cancellation: Substitutes who have accepted assignments through the Subfinder, or subsequent replacement system, shall be given the opportunity to work the hours accepted if the assignment is cancelled less than one hour prior to the start of the assignment. **[CCL]**

9.0 Duties: A substitute is expected to perform in a competent manner all of the regular instructional duties of the absent teacher and other duties reasonably assigned by the principal. Failure to satisfactorily perform these duties may result in an Inadequate Service Report. Instructional and other duties and responsibilities include, but are not limited to: **[CCL]**

a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day; **[CCL]**

b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher; **[CCL]**

c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued; **[CCL]**

d. Account for pupil attendance as prescribed by the school; **[CCL]**

e. Conduct class and enforce rules in accordance with school and Board of Education policies; **[CCL]**

f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods; **[CCL]**

g. Leave classroom in good order with a summary of the day's accomplishments; **[CCL]**

h. Inform the principal or clerk when ready to leave the school at the completion of the assignment. **[CCL]**

10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to class grade level, subject matter, assignment address, general or special education assignment, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), IEP and 504 Plan information, and security and emergency plans. The school discipline policy shall also be provided upon request. [CCL]

11.0 Evaluations and Inadequate Service Reports: See Article X, Sections 7.0, 8.0 and 8.1. When a substitute receives an Inadequate Service Report at a school, either the principal or the substitute may request that the substitute not be assigned to that particular school in the future. [CCL]

11.1 An Inadequate Service Report shall not be considered for the purpose of disciplinary action after a period of four years from the date of issuance. However, the Report shall be retained by the District as required by law. [CCL]

12.0 Other Calling Lists: Separate calling lists shall be maintained for Development Centers and Early Education Centers. [CCL]

13.0 Toll Free Calling: The District shall maintain a toll free telephone line. [CCL]

14.0 Reorganization/Redesign of the Substitute Unit: The UTLA Article XXX Substitute Committee shall be permitted to give input to the District prior to any reorganization or redesign of the Substitute Assignment Unit or to the automated calling system. [CCL]

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

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

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

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

05-17-22 UTLA Proposal  
08-25-22 District Counter Proposal  
02-15-23 District Counter Proposal  
03-06-23 District Counter Proposal  
03-18-23 District Counter Proposal

## 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 make every reasonable effort to adhere to the Special Education class size caps in section 15.0 of this article.~~
- a. After norm day of the 2021 – 2022 school year, the Special Education Division shall provide a monthly class size/case load report to UTLA for bargaining unit positions under the supervision of the Special Education Division. **[CCL]**
- 2.0 ~~When~~ If 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 at \$750 per semester in which the District has exceeded class size cap by 2 or more for at least one classification period. 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.~~
- 3.0 In accordance with California Education Code Section 56195.8 (c), the maximum class caseload for an RSP teacher shall be 28. **[CCL]**
- 4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school of attendance. **[CCL]**
- ~~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.~~

5.0 Special Education Facilities: When locating and utilizing classrooms and facilities for Special Education, the District shall make a reasonable effort to integrate students with disabilities in the general education program. **[CCL]**

6.0 Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDP teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies. **[CCL]**

~~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, whenever possible, the administrator will consult the affected teacher at least forty-eight hours (48) twenty-four (24) hours prior to pulling the paraprofessional and before temporarily reassigning a paraprofessional from an assigned classroom. The District shall endeavor to minimize the pulling temporary reassignment of paraprofessionals from a classroom/program shall be non-recurring in nature and spread the temporary reassignment of paraprofessionals evenly among the department or programs whenever practical.~~

~~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.~~

8.0 Restructuring of Special Education Delivery Services: The District and UTLA will continue discussions on the goal of restructuring the instructional delivery service model for students with disabilities which shall include the composition of Special Education Classes, materials/resources and training needed to implement such a model. **[CCL]**

UTLA shall have the option to reopen negotiations on the topic of this restructuring during the term of this successor agreement upon notice from the District to pilot a new instructional delivery model. The District anticipates piloting a new instructional delivery model during the life of this Agreement. **[CCL]**

9.0 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation. **[CCL]**

10.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment. **[CCL]**

11.0 Special Education Resources Notebook: Special Education Department chairs shall be provided a link to the electronic\_Special Education resource notebook containing all pertinent Division bulletins. **[CCL]**

12.0 Increased Special Education Funding: The Parties will work collaboratively to accomplish the purpose of increased funding for special education students. **[CCL]**

13.0 Workload/Caseload Committee for Health and Human Service and Special Education Itinerant Employees: A Workload/Caseload Taskforce will be comprised of an equal number of members up to five (5) members each appointed by the District and UTLA. The Taskforce will meet quarterly and will discuss, explore options and make recommendations on the following: **[CCL]**

a. Review itinerant caseloads and workloads and make recommendations to make assignments more equitable. The taskforce shall take into account the available resources, effects of increasing/declining enrollment where applicable, needs of special education students and other target student populations and the number of students and sites to receive service. **[CCL]**

b. Impact of direct vs. indirect services for students. **[CCL]**

c. Recommendations and strategies to assist staff in making up lost services hours for students. **[CCL]**

d. Strategies to better integrate/include students with disabilities into the general education program utilizing potentially available site-based resources. **[CCL]**

e. Input for revising the evaluation system to better reflect the standards of the respective professions. **[CCL]**

The Task Force members shall not have authority to engage in bargaining, or in agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams. **[CCL]**

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

14.1 Upon request, 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~~ provided up to two (2) hours of pay at their regular hourly rate release time for any each initial assessment beyond five (5) per year.

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

#### 15.0 Special Day Classes Cap Sizes

Type of Special Day Class Class Size

Autism – General Education Curriculum (AUT C) 10 8

Autism – Alternate Curriculum (AUT A) 8 6

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

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

Preschool for All Learners (PALs) 10

Preschool Collaborative Classroom (PCC)

Early Education Centers 10

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

Preschool Comprehensive Program (PSC) 8

Emotional Disturbance (ED) 8

Intellectual Disability Moderate (IDM) 12

Intellectual Disability Severe (IDS) 10

Multiple Disabilities (MD) 8

Specific Learning Disability (SLD) 12

Designated Instruction and Services Caseload

Adapted PE 70 40 students

Audiology 80 students

Deaf/Hard of Hearing 35 students

Language/Speech 55 students

Orientation and Mobility 15 students

Visually Impaired 30 students

District Proposal March 17, 2023 2:40 pm  
UTLA Counter March 17, 2023 6:43pm  
District Counter March 18, 2023 5:10pm

**LAUSD-UTLA MEMORANDUM OF UNDERSTANDING  
ON BLACK STUDENT ACHIEVEMENT PLAN (BSAP)  
March 17, 2023**

BLACK STUDENT ACHIEVEMENT PLAN (BSAP)

1.0 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.

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 including but not limited to the following UTLA represented positions: from the following menu

1. College Counselors

2. Career counselors

3. Drug and alcohol counselors

4. Peer counseling programs

5. Safe passage programs

6. BSAP meetings for students, parents, and/or community

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 with the 2023-2024 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. Every Tier 2 BSAP school shall receive an annual allocation of \$250,000 to be invested in resources selected by the school from the list of options above (10.0.a).~~

2.0 BSAP Group 1 schools shall receive a flexible grant, which shall vary based on the number of eligible students and may be used to purchase culturally responsive resources including but not limited to:

1. Culturally Responsive School PD-Curriculum Audit
2. Culturally Responsive Curriculum Grant
3. Teacher PD Time and Planning Time
4. Community Partnerships
5. Teacher Residency-Black Educator Pipeline
6. Secondary African-American Studies Course- teacher PD and Resources
7. Flexible School Grant
8. 6 hour Community Representative
9. Secondary Counselors
10. PSW
11. PSA
12. Restorative Justice Teacher
13. School Climate Advocates
14. Safe passages partnerships
15. Parent Workshops and Community Fair
16. Historically black Colleges and Universities Tour
17. Spotify Math and Music Technology and Teaching PD
18. Black Cultural Arts Passport
19. Black Student union Grant
20. STEM Makerspace Labs

3.0 Each Group 1 BSAP school shall be allocated a centrally funded "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. Each BSAP school will be allocated an additional 20 hours of professional development for each UTLA Bargaining Unit Member.

4.0 Each Group 2 school shall be allocated the following centrally funded positions:

1 PSA Counselor at Elementary schools

1 Counselor at Secondary schools

~~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.~~

~~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~~

~~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 six (6) BSAP schools selected by UTLA. This task force shall meet at least 6 times a year and be responsible for the following:~~

This non-precedent setting agreement is for the duration of the parties' 2022-2025 Collective Bargaining Agreement and may be renewed by mutual agreement.

It is so agreed:

\_\_\_\_\_  
United Teachers Los Angeles

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Los Angeles Unified School District

\_\_\_\_\_  
DATE

District Proposal – March 17, 2023 - 2:00 p.m.

UTLA Counter – March 17, 2023 – 5:17 p.m.

District Counter – March 18, 2023 – 5:10 p.m.

**LAUSD - UTLA MEMORANDUM OF UNDERSTANDING  
COMMUNITY SCHOOLS  
March 18, 2023**

1.0 The District shall establish and maintain **a total of four** District-wide LAUSD Community Schools Coach positions to support ~~local~~ the implementation of Community Schools. ~~coaches~~. The LAUSD Community Schools Coach position shall be part of the bargaining unit represented by United Teachers Los Angeles and be selected by a joint committee equally comprised of LAUSD and UTLA appointed members. The LAUSD Community Schools Coach positions shall work on A-Basis.

2.0 In addition to the functions and responsibilities listed in Article XXVII, Section 2.4, the LSLC at each Community School shall have decision making 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).
- d. All school based budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council.

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

- a. The Community Schools Steering Committee (CSSC) shall work to expand the number of Community Schools in the District and the CSSC shall determine a process by which schools apply to begin the Community Schools Transformational Process.
- b. Schools selected by the state for State Community School Implementation funding shall participate in the Community Schools Transformational Process during the 2023-2024 school year.
- c. Effective July 1, 2023, all schools selected to participate in the Community Schools Transformational Process shall receive a \$250,000 allocation from LAUSD for their first year of implementation.
- d. Effective July 1, 2023, Community Schools shall receive an annual allocation of \$250,000.
- e. Each Community School may use centrally allocated funds in c and d above to purchase a full time Community School Coordinator.
- f. The Community School Coordinator position shall be part of the bargaining unit represented by United Teachers Los Angeles.
- g. Community School Coordinators shall work on B-Basis.



District Proposal – March 17, 2023 - 2:00 p.m.

UTLA Counter – March 17, 2023 – 5:17 p.m.

District Counter – March 18, 2023 – 5:10 p.m.

- h. Community School Coordinators shall have return rights to their previous assignment and worksite in accordance with Article XI, Section 12.0 (Transfers).

This non-precedent setting agreement is for the duration of the parties' 2022-2025 Collective Bargaining Agreement and may be renewed by mutual agreement.

It is so agreed:

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United Teachers Los Angeles

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DATE

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Los Angeles Unified School District

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DATE

# LAUSD-UTLA ACCESS, EQUITY AND ACCELARATION SIDELETTER

In order to increase access, equity and acceleration in high quality instructional programs at the District's identified priority schools, the Los Angeles Unified School District (LAUSD) and United Teachers Los Angeles (UTLA) agree to the following in alignment with the LAUSD Strategic Plan:

## ACADEMIC EXCELLENCE

### **I. MICROCREDENTIAL STIPENDS**

At the identified 100 priority schools, teachers may receive up to three (3) individual \$1,000 stipends (\$1,000 for 1 credential, \$2,000 for 2 credentials, \$3,000 for 3 credentials) per semester for obtaining one or more of the following microcredentials:

- A. Race and Equity
- B. Equitable Grading
- C. English Language Learners
- D. Early Literacy
- E. STEAM (Science, Technology, Engineering, Arts and Mathematics)

### **II. NATIONAL BOARD CERTIFIED TEACHERS**

National Board-Certified Teachers serving at an identified priority school shall be eligible for an additional \$7,500 stipend for serving as a Demonstration Classroom/ teacher.

### **III. SUBSTITUTE INCENTIVE**

Substitute teachers serving at the identified priority schools shall be eligible for the extended rate of pay beginning on the eleventh (11<sup>th</sup>) consecutive day of service at the same school site regardless of classroom assignment at that school.

## JOY AND WELLNESS

### **IV. STUDENT HEALTH AND HUMAN SERVICES INCENTIVE**

Employees in the classifications of Pupil Service and Attendance Counselor, Psychiatric Social Worker, School Nurse and Nurse Practitioner serving at the identified priority schools shall receive a yearly \$2,000 incentive for promoting joy and wellness activities in accordance with the Superintendent's Strategic Plan

This non-precedent setting agreement is for the duration of the parties' 2022-2025 Collective Bargaining Agreement and may be renewed by mutual agreement.

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UTLA

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LAUSD

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DATE

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DATE

UTLA Initial Proposal – 05/12/22  
District Counter Proposal – 09/08/22  
UTLA Counter Proposal – 09/22/22  
UTLA Counter Proposal – 12/08/22  
District Counter Proposal – 01/19/23  
District Counter Proposal – 03/17/23  
District Counter Proposal – 03/18/23

## **SALARIES**

### **I. 2022-2023:**

#### **A. Salary Increase:**

Effective July 1, 2022, all UTLA bargaining unit members shall receive a 5% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

#### **B. Nurse and Nurse Practitioner Market Equity Increase**

1. Effective the first full pay period following ratification,
2. All bargaining unit members in the position of School Nurse shall be moved to the newly developed UN Salary Table which will be created by taking line 27 of the C Basis, T table and adding \$20,000 to each step/column after the 5% raise in IA is applied.
3. All bargaining unit members in the position of Nurse Practitioner shall be moved to the newly developed NP Salary Table which will be created by taking line 34 of the C basis, D table salary and adding \$20,000 to each step/column after the 5% raise in IA is applied.
4. The onsite obligation of School Nurses shall be increased to seven (7) hours per day.
5. The onsite obligation of Nurse Practitioners shall remain eight (8) hours per day.

#### **C. Special Education Teachers Market Equity Increase**

1. Effective the first full pay period following ratification,
2. UTLA bargaining unit members working in Special Education shall be moved to the newly developed SE Salary Table.
3. The SE salary table will take the T table rates and add \$2,500 to the pay scale levels and groups for C basis after the 5% raise in IA is applied.

#### **D. Early Education Teachers Market Equity Increase**

1. Effective the first full pay period following ratification,
2. UTLA bargaining unit members working in Early Education shall have their annual salary increased on the A basis, C Table by \$1,000 after the 5% raise in IA is applied.

3. The increase applied to the A basis pay scale levels and groups, and the new hourly rate shall then be used to calculate the increased rates for all other bases.

E. Market Equity Increase for Employees Assigned to the D Table

1. Effective the first full pay period following ratification,
2. UTLA bargaining unit members assigned to the C Basis, D Table (with the exception of Nurse Practitioners moving to the NP Table) shall have their annual salary increased by \$3,000 after the 5% raise in IA is applied.
3. The increase applied to the C basis pay scale levels and groups, and the new hourly rate shall then be used to calculate the increased rates for all other bases.

**II. 2023-2024**

A. Salary Increase:

Effective July 1, 2023, all UTLA bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

**III. 2024-2025**

A. Salary Increase:

Effective July 1, 2024, all UTLA bargaining unit members shall receive a 5% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.