

UTLA Proposal 5/27/22
LAUSD Counter-proposal 6/02/22
UTLA Counter-proposal 10/27/22
LAUSD Counter-proposal 11/03/22
UTLA Counter-proposal 11/03/22
LAUSD Counter-proposal 11-10-22
LAUSD Counter-Proposal 03-06-23

ARTICLE XXI

ADULT AND CAREER EDUCATION

- 1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in the Division of Adult and Career Education (hereinafter "the Division") is conducted by a combination of full-time and part-time employees trained in methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, lifelong learning, and vocational and occupational training. While it is recognized that Division personnel may be concurrently employed in other divisions of the district (including K-12), it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to Division of Adult and Career Education employees, this Article shall prevail. **[CCL]**
- 1.1 Throughout this Article the term "employee(s)" or "unit member(s)" covers those persons who are, by virtue of being assigned for 10 or more hour per week, included within the bargaining unit and eligible to utilize the grievance procedures of Article V. The term "personnel" covers both employees (as defined above) and also non-unit members (those assigned for fewer than 10 hours per week). The complaint procedure referenced in Article V, Section 23.0 is available to non-unit members for alleged violations by the District of Board Rules and/or administrative rules. **[CCL]**
- 1.2 **The District shall furnish UTLA annually, upon request, with a list (or lists) of Adult Education assignments (class title, days and hours), listed by name, employee number, work location, and classification codes (including funding source and employment status of each unit member). (AGREED)**
- 2.0 Employment Contracts: Adult Education funded employees who are assigned more than eighteen hours per week are covered either by probationary or permanent contract status. **[CCL]**
- ~~2.1 All personnel in categorically funded programs shall be employed under binding individual ("M" basis) employment contracts which shall not conflict with the provisions of this Agreement. Employees may utilize the grievance procedure with regard to alleged violations by the District of "M" basis contracts. "M" basis contracts shall specify the duration of employment, and shall terminate on or before June 30, of the year in which they are issued. If the duration of employment is to be extended beyond June 30, a second contract shall be issued to cover the balance of the employment period. (AGREED)~~

- a. ~~The contract term for employees assigned to ROC/ROP programs shall be for the equivalent of a one year "C" basis term. (AGREED)~~
- b. ~~The contract term for employees assigned to Skills Center programs shall be for a term of one school year if funding is available. (AGREE)~~
- c. ~~The contract term for a person hired to complete the term(s) of employment of on other person shall be for the duration of the original term(s). (AGREE)~~

2.2 ~~Al. "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. [AGREED]

2.5 ~~All paid assignments to special projects during school recesses shall be approved by the Local School Leadership Council or equivalent. Employees may apply to serve in paid special projects during school recesses by completing an application form to the site administrator. This form shall include the employee's availability, experience and/or special certifications applicable to the work to be performed.~~

3.0 ~~Non-Contract Personnel Release During Term of Assignment:-~~

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

3.0. ~~All DACE and CTE certificated employees assigned more than 18 hours per week shall work under a Probationary or Permanent contract. All DACE and CTE bargaining unit members assigned 18 hours or fewer per week shall have contracts no less than one year which may only be terminated at the end of the academic year in which it was granted for lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause. All non-CTE certificated employees assigned to teach more than 18 hours per week shall work under a Probationary or Permanent contract. All non-CTE certificated employees assigned to teach 18 or fewer hours shall work under a categorical or limited-term (temporary) contract. All CTE certificated employees shall work under a ROC/ROP contract.~~

- ~~4.0 — Staffing Procedures; for Part-time and Other Untenured Positions: For initial staffing purposes all part-time (18 hours or less per week) and other untenured full-time positions or courses are to be filled as set forth below.~~
- ~~4.1 — For any given academic term, the site administrator shall first develop a plan covering the courses to be offered and determine which of the current personnel are to be utilized. (See Section 4.7 and 4.8 below) These assignments need not be posted.~~
- ~~4.2 — All remaining new or vacant part-time positions or courses shall be posted at the applicable time-reporting site. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.~~
- ~~4.3 — The site administrator shall first consider those qualified applicants currently assigned to the site whose assigned schedule would not conflict with the additional work and who if selected, would remain in current status with the Division. “Qualified”, as used in this subsection, means that the applicant: Has taught the same course or closely related (e.g. English 1,2,3,4) course in the same subject (either in Adult Education funded programs or “M” Basis categorically funded programs) during the most recent six semesters, possesses the requisite credential, possesses appropriate training and/or experience needed for the position, and possesses the needed instructional skills or qualifications as stated on the job postings.~~
- ~~4.4 — Remaining unfilled positions shall be posted at the Division Central Office and at the time reporting sites and major branches and a copy faxed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants.~~
- ~~4.5 — The site administrator shall select from among the qualified applicants at the site to fill each position before looking to other sources, provided that the site administrator shall not be so restricted when selecting for grant programs, partnership programs, community based programs, government/industry sponsored and/or other special contracts which involve other special selection arrangements. This special program/contract exemption shall be applicable only to bona fide programs, and shall not be used as an artifice to avoid the general requirements of this section.~~
- ~~4.6 — During the initial staffing period prior to commencement of instruction, the site administrator shall equitably distribute the enrolled students among the teachers who are assigned to the same course and level at the same time and location.~~
- ~~4.7 — In the case of current personnel who are not to be renewed due to elimination or reduction of educational offerings, lack of work or lack of funds (an “over-teachered” condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:-~~
- ~~a. — The site administrator shall first identify the affected course(s), including closely related courses in the same subject (e.g. English 1, 2, 3, 4);-~~

~~b. The longevity of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.~~

~~1. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the "consecutive" service requirement. Time spent as a continuing employee in DACE that does not meet the requirements for an additional year of longevity shall not result in the loss of the cumulative longevity 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 156 hours were required to qualify for a year of longevity.~~

~~3. Service in any Adult Education Division program shall apply. However, until such time as the District has the computer capacity to track service on a District-wide basis, the District will look solely to the service at the current time reporting site, unless the individual requests consideration of prior service from another site. Such a request must be made prior to May 1, to be effective for the next school year.~~

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

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

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

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

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

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

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

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

- ~~a. Thirty hours per week (120 hours per pay period) is recognized as the full time equivalency (FTE) for all Adult Education funded classifications in which tenure is earned (currently ESL, Academic, Parenting, Programs for Older Adults, Adults with Disabilities and Teacher Counselors).~~
- ~~b. Tenure shall be earned at any number of hours greater than sixty percent of the FTE or more than eighteen hours per week (more than 72 hours per pay period). The Division acknowledges that once tenure is acquired, it shall have an on-going obligation to offer assignments at the number of hours held by the employee when tenured. After completing the probationary period, employees may increase the number of hours for which they are tenured, not to exceed thirty hours per week (120 hours per pay period). A reasonable effort shall be made to offer assignments to interested and qualified employees who are tenured at less than thirty hours with additional hours that become available over their tenured hours, up to the thirty hours of FTE.~~
- ~~c. The 2000-01 school year shall be counted toward tenure for eligible current probationary employees. In addition, employees who are tenured at 20 hours per week but who have been working for up to 30 hours per week in the same classification for the 1999-2000 and 2000-01 school years, shall be tenured at the hours worked effective July 1, 2001.~~

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

- ~~a. In filing a posted position, the site administrator shall interview not more than three transfer applicants and not more than three candidates from the Division's eligibility list for that subject area. The eligibility list interviewees shall consist of the two highest ranking candidates on the list and the highest ranking candidate currently assigned to the site at which the opening occurs.~~
- ~~b. All interviews under this procedure shall be scheduled and held within one week of the deadline for application. The site administrator shall fill the position from among the interviewees and notify all persons interviewed of the selection decision. An applicant who refuses an offered tenured position shall be subject to Article XIII, Section 1.3.~~

4.0 Uniform Staffing Procedures for DACE Classroom Teachers (AGREED)

a. For employees in each Adult School location, assignment to department and classes shall be made pursuant to the following procedure beginning in spring of 2024 for the 2024-2025 school year:

- 1. Prior to the selection of classes, the administrator at each DACE School shall create a tentative matrix of the classes to be offered that will include the course title, hours per week, ~~clock hours, whether the class is offered in the morning, afternoon or evening,~~ location and any special credentials, and/or necessary qualifications required for each class assignment. If a class is designated by the District to be online or hybrid, that shall also be indicated.**
- 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. (AGREED)**
- 3. Class assignments shall be combined into positions by the administrator and assigned to current personnel based on the submitted requests with the following prioritization: [AGREED]**
 - (i) Qualified permanent teachers currently assigned to the school on the basis of DACE start date and educational program needs, based on the teacher's tenure base. [AGREED]**
 - (ii) Qualified probationary teachers currently assigned to the school on the basis of DACE start date and educational program needs. [AGREED]**
 - (iii) Qualified permanent teachers with active transfer requests on file, or who have been displaced from other DACE locations. (AGREED)**
 - (iv) Qualified non-permanent teachers on the basis of longevity, start date with DACE, employment contract obligations, and educational program needs. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. To qualify for a year of longevity service, the individual must have served at least 380 hours during that school year excluding summer school. [AGREED]**

b. Remaining unfilled positions and/or class assignments ~~classes~~ shall be posted at the Division Central Office human resources website, and at the time reporting sites and major branches and a copy faxed-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 from among the applicants. [AGREED]

- c. **Dispute Resolution Procedure (Adult Education Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent adult education teacher to a position (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following: The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's adult teacher's assignment to a position only upon a specific finding that the positions is arbitrary and capricious. The decision of the panel shall be final and binding. (AGREED)**
- d. **Alleged violations of the procedures set forth in section C. above are subject to the grievance procedure of Article V; the substance of the assignment decision is not. (AGREED)**

5.20 The District has committed to replace tenured Adult Education positions which have become are lost due to attrition (resignation, retirement, death) provided that funding to DACE is equal to or greater than the available funding for the previous year and there is documented student need (e.g., increased enrollment, individualized student plans) in the subject area(s) for the positions.

5.1 Adult Education Preparation Time: Beginning with the 2022-23 2023-2024 school year, DACE teachers shall be assigned the equivalent of one (1) hour of paid on-site preparation time for every five (5) hours of class time for professional duties including preparation for class, collaborative planning, grading, record-keeping and conferences with students and staff members.

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

- a. Occupational classes which require a high degree of student involvement shall be limited in size by the number of functional work stations in the room or shop facility as reasonably determined by the District. **[CCL]**
- b. In General Education classes the number of students enrolled at any time may exceed the number of learning stations in a classroom of facility. However, actual attendance shall be limited by the number of learning stations and by fire code as provided above. Enrollees in excess of actual attendance may be placed on a waiting list by the instructor or be referred to the Branch coordinator or site administrator for placement in other classes. **[CCL]**
- c. Classes (other than lecture series) scheduled in large District facilities such as music rooms, cafeteria or auditoriums, shall have one teacher for each 50 students, or fraction thereof, who are in attendance for three consecutive class meetings. **[CCL]**
- d. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches 27 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor. **[CCL]**

7.0 Class Size Minimums: The Division shall observe class size minimums of twenty in General Education, eighteen in Occupational courses and eighteen in Adults with Disabilities. **[CCL]**

- a. A notice that a class may be terminated shall be given by the instructor of the class to the students and to the site administrator when attendance reaches twenty or less in General Education, or eighteen or less in Occupational or Adults with Disabilities classes. **[CCL]**
 - b. If class attendance drops below an average of twenty for three consecutive class meetings (eighteen in Occupational and Adults with Disabilities) the class may be closed. **[CCL]**
 - c. If class attendance reaches fifteen students (fewer than twelve in Occupational classes and fewer than fourteen in Adults with Disabilities) the class shall be canceled. If a class is being canceled due to loss of enrollment, the teacher shall be so advised as soon as practical during a conference with the administrator and with written notice to the teacher no later than the last scheduled class meeting. The conference may be conducted by telephone if the teacher is not readily available to the administrator (e.g., satellite location, or teacher absent). A class which has reached the level for cancellation may be continued under compelling circumstances at the sole discretion of the Division Superintendent. **[CCL]**
- 7.1 Occupational classes shall not be canceled when student job placement temporarily reduces class size below the stated minimums. **[CCL]**
- 7.2 Learning Centers, Reading Labs and other academic learning labs shall not be canceled when student advancement temporarily reduces class size below the stated minimums. **[CCL]**
- ~~8.0 The District agrees to continue the practice of paying an Earned Salary Allowance (E.S.A.) to employees in the Division. The threshold of eligibility shall be ten hours per week. [AGREED]~~**
- 9.0 At each school, the administration and faculty shall annually determine a list of mutually acceptable substitutes. The list may include teachers at the school as well as other qualified teachers. Teachers at the location shall have the right to request a substitute from the list by name. When no name is offered or the substitute is unavailable, the administrator has the right to select another substitute from the list. When the school site administrator chooses to observe a prospective hire, that individual may be assigned as a substitute following an attempt to obtain the consent of the regular teacher. Successful performance by these substitutes may result in their being added to the list. When an absence is known or anticipated to be for a period of more than two weeks, the site administrator may extend the assignment of the current substitute or select from the employees whose names appear on the school substitute list. **[CCL]**
- 10.0 Miscellaneous: Division personnel shall have reasonable access to telephone service at all sites for the performance of their student job placement duties. **[CCL]**
- ~~10.1 The Memorandum of Understanding dated December 5, 2002 shall be deemed incorporated herein, and the parties shall meet and discuss implementation thereof. (AGREED)~~**
- 10.2 The District shall provide pay for the annual before-school planning meeting-three hours at training rate as provided by Board Rule 1921. **[CCL]**
- 10.3 Part-Time Leave:

a. ~~HOLD~~ (AGREED)

b. **A Part-Time leave may be granted on a year-by-year basis subject to school schedules, availability of classes, and approval by the principal and the Division of Adult and Career Education (DACE). (CCL-AGREED)**

c. An application must be on file in the DACE Personnel Office by March 15 for the upcoming school year. **[CCL]**

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

11.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule. However, if the reason that the employee has not served on the Hourly Rate Schedule for more than 39 months is that the employee was serving in a non-classroom position within the Adult Program, then the employee shall be restored to his or her previous higher step. This last sentence becomes effective 30 days from the adoption of this Agreement, prospectively; an employee disadvantaged by the prior rule shall be re-rated at their previous higher step (plus step advancements earned after return to the Hourly Rate Schedule) effective 30 days from the adoption of this Agreement, but there shall be no retroactive pay relating to any prior time. **[CCL]**

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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.

- 2.0 By December 1st and February 1st of each school year, the District will provide UTLA with any completed "Proposition 39 Facilities Request" forms. **[CCL]**
- 3.0 At each school with a co-located charter school, UTLA shall have the right to designate, pursuant to its procedures, one employee to serve as the co-location coordinator. Annually, UTLA shall provide to each site administrator the name of the UTLA co-location coordinator. A UTLA co-location coordinator shall be invited and allowed to participate in all co-location related trainings provided to co-location administrators. **[CCL]**
- 4.0 The UTLA co-location coordinator shall be invited to all meetings relating to the development of campus Shared Use Agreement for schools identified for co-location for the following year. Upon completion or amendment of Shared Use Agreement, the site administrator will provide the colocation coordinator with a copy. **[CCL]**
- 5.0 At any school that is identified for co-location for the following year, the school's Safety Committee – which shall include the UTLA colocation coordinator – shall review school issues related to co-location, including: **[CCL]**
- (1) Ensuring that appropriate space for implementation of essential school programs.
 - (2) Providing input with respect to the Shared Use Agreement.
 - (3) Addressing concerns regarding the implementation of the Shared Use Agreement.
 - (4) Providing input to the Local School Leadership Council for decisions related to co-location.
- 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:~~ **Twice each year, the District shall provide copies of new alternate agreements, once fully-executed.** ~~in monthly reports of all alternate agreements. All alternate agreements must be approved by the Board of Education.~~
- 8.0 ~~COMMUNITY SCHOOLS: Any school that is designated a Community School transformation school shall be protected from reconstitution, new charter co-location, or renewed charter 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.~~ **Schools designated by the District as Community Schools shall be provided, to the extent allowable by law, additional consideration when determining Proposition 39 colocation offers. This provision shall not be subject to the grievance process of Article V.**

~~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 — PARENT OUTREACH: No later than January 15 of each academic year, the District shall notify parents at affected schools in writing that their school is threatened by co-location. The district shall provide requested resources to the affected school(s) in order to provide additional parent outreach.~~

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

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ARTICLE XXIII

EARLY EDUCATION CENTERS

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of certain special conditions involved in Early Education Center operations. **[CCL]**

2.0 Informal Leaves: Employees who desire to apply for informal permissive (unpaid) leaves of absence should refer to Article XII, Section 5.0. **[CCL]**

3.0 Mileage: Mileage reimbursement shall be paid for miles driven between locations when a Early Education Center teacher is assigned to two locations per day. **[CCL]**

4.0 Transfers Involving 8-Hour Assignments: See Article XI, Section 10.0. **[CCL]**

5.0 Additional Hours of Work:

a. All known and anticipated 4-hour openings not filled by an employee returning from leave, a displaced employee, or an employee already assigned to the site where the vacancy occurs, shall be posted at all Centers on or before the first day of each month. Four-hour employees who seek additional hours and who have on file a Statement of Availability requesting additional hours, may apply for any posted position by submitting an appropriate application to the Early Education Center Assignment Office within five

work days of the posting. The most senior qualified applicant may be appointed to fill the position or selection may be made after interviewing the three most senior qualified applicants. **[CCL]**

b. Postings of positions shall include: The name and address of the work site, the proposed hours of the assignment (either morning or afternoon), any special skills and/or qualifications required, and a statement as to whether the position will be filled by the most senior qualified applicant or by the interview process. **[CCL]**

5.1 In the event no current 4-hour employee applies for a posted opening, the District may, in its discretion, fill the position with a new employee or declare that a compelling circumstance exists and fill the position with a 4-hour employee assigned within the geographic region of the opening whose annual Statement of Availability Form shows a desire to work additional hours. Two refusals of an assignment under compelling circumstances (as provided above) may result in removal of an employee's name from the Availability List for the remainder of the school year. **[CCL]**

5.2 Refusal of a substitute teaching assignment by a 4-hour employee, who has on file a Statement of Availability requesting additional hours, shall not prejudice the employee's eligibility for additional 4-hour openings. **[CCL]**

6.0 Seniority List: The District shall maintain a seniority list for Early Education Centers and shall forward a copy to UTLA by July 1 and January 1 of each year. **[CCL]**

7.0 Vacation Scheduling: See Article XVII Holidays and Vacation. **[CCL]**

8.0 Late Hours: When teachers are required to remain on site beyond their assigned time due to parents' failure to pick up their children at the close of school, the extra time involved is to be recorded and when accumulated to a total of four hours shall be compensated either by straight-time salary or by released time to be scheduled at times agreed to by the District and the teacher. At the request of the teacher, this released time shall be scheduled in conjunction with vacation time. If the District and the employee have not agreed on the scheduling of the accrued released time prior to the close of the school year (June 30), the District may either schedule the time or compensate the employee at the regular rate of pay. General hours provisions are set forth in Article IX, Sections 3.2 and 7.1. **[CCL]**

9.0 Excused Time: Pursuant to past practice, after noon on Christmas Eve and New Year's Eve, Early Education Center will operate on a reduced "minimum crew" basis, with most employees released on a paid "excused time" basis. Those who must remain at work shall subsequently receive compensatory time off equal to the time worked after noon on said days. For this purpose, such compensatory time off shall be taken within two pay periods. **[CCL]**

10.0 Additional Compensation: An Early Education Center teacher shall receive additional compensation in the following circumstances: **[CCL]**

a. Another regularly assigned teacher is absent; and no substitute is assigned for the absent Early Education Center teacher; and as a result the teacher is assigned children from the absent teacher's class; and the teacher's class size exceeds the state-prescribed adult-to-child ratio; or **[CCL]**

b. When a minimum or shortened day at the local elementary school causes the Early Education Center teacher's class to exceed the state-prescribed adult-to-child ratio. **[CCL]**

c. Additional compensation shall not be provided under a or b above when the prescribed ratio is exceeded during transition from one activity to another for periods of up to 20 minutes. **[CCL]**

d. When compensation is payable pursuant to a or b above, the teacher shall receive one hour's pay for each 24 pupil hours of additional service rendered to students not normally assigned to that teacher. The rate to be paid for such service shall be the teacher's regular hourly rate but not to exceed the maximum rate which would otherwise have been paid to a day-to-day substitute. **[CCL]**

e. The additional students and time shall be recorded to the nearest (.1) of an hour upon conclusion of each affected work shift and such time accumulated during any given pay period shall be reported to the Payroll Services Branch for payment during the next pay period. Additional compensation representing less than .1 of a full hour of compensation will not be reported to the Payroll Services Branch. **[CCL]**

11.0 Participation in Chapter Chair Meetings: On days when UTLA hosts a meeting for chapter chairs, the chapter chair at each EEC upon 5 prior working days notice will be assigned a shift other than the closing shift in order to accommodate the UTLA Chapter Chair's attendance. With less than five prior working days notice, the District shall permit the UTLA Chapter Chair to trade shifts with another willing Early Education Center teacher for that day and inform the site administrator.
[AGREED]

12.0 Substitutes: Various substitute assignment procedures and priorities are made applicable to Early Education Centers as indicated in Article XIX. Absent Early Education Center employees must report their absence and/or substitute request directly to their site administrator or designee rather than to the Early Education Center Substitute Assignment Desk.
[CCL]

13.0 Early Education Center head teachers shall be permanent teachers if practicable. **[CCL]**

14.0 Professional Development: The district shall develop and provide Professional Development suited for Early Educators. **[AGREED]**

14.1 All voluntary trainings and professional development outside of the regular work hours shall be compensated at the professional development rate. [AGREED]

~~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.~~

For all current and future Early Education Teachers with a BA and an multi-subject (elementary) teaching credential, a \$4000 increase shall be added to the established C Table pay scale level recognizing the credential. Those teachers who possess the appropriate credential/certification and are assigned to an elementary program based on District need or by teacher-initiated transfer shall retain their seniority earned as an Early Education Teacher when participating in the elementary matrix process.

05-17-22 UTLA Proposal
08-25-22 District Counter Proposal
02-15-23 District Counter Proposal
03-06-23 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 \$600 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

16.0 Schools with Expanded Inclusive Opportunities: In schools in which no fewer than 80% of students with disabilities are receiving instruction in general education classes no less than 80% of the day, the following shall apply:

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

d. Each school achieving the 80%/80% threshold described in this section shall have a teacher assigned head inclusive practices teacher duties. This teacher shall be provided a differential of \$848 per semester.

e. Co-planning opportunities for special education and general education teachers may include time embedded into the contractual work day, time paid at the employees' hourly rate outside of the contractual work day, and/or substitute coverage.

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. 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.~~

~~b. Schools wishing to participate in the initiative shall submit a plan to the LAUSD Division of Special Education no later than XX/XX of every year. The plan shall include the following:~~

~~(1) A vision statement~~

~~(2) A plan for stakeholder meetings — for all staff and parents~~

~~(3) A description of the instructional program options for inclusion~~

~~(4) A plan for structural collaboration and planning within the contractual workday for each special education teacher and general education teacher with whom they co-teach~~

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

~~(6) The plan must be shared with the staff~~

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

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

~~16.3 Planning: For special education teachers implementing the initiative, the District shall provide up to one (1) hour per week to each special education teacher and their general education partner with whom they co-teach for planning and collaboration time. 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.~~

~~16.6 LAUSD Expanded Inclusive Opportunities Task Force~~

~~The standing LAUSD Expanded Inclusive Opportunities Task Force shall be 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 to discuss issues rising from the implementation of the expanded inclusive opportunities for students with disabilities. Topics of discussion shall include:~~

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

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

17.0 The District will implement a Special Education Educator Recruitment Workgroup comprised of up to five (5) members appointed by the District, and up to five (5) members of the UTLA bargaining unit, appointed by United Teachers Los Angeles. The recruitment and retention workgroup shall meet six (6) times per year – outside of daily onsite obligations - to provide recommendations. UTLA bargaining unit members of the workgroup shall be compensated for these meetings at their regular hourly rates. Based on workgroup members' availability and District discretion, UTLA bargaining unit members may be included in recruitment events, including those outside of the County of Los Angeles and the State of California.

05-12-22	UTLA Initial Proposal
09-08-22	District Counter Proposal
03-02-23	District Counter Proposal
03-06-23	District Counter Proposal

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~~ teachers must fall under one or more of the following categories: possess a Bilingual Certificate of Competency (BCC); Bilingual, Crosscultural, Language and Academic Development (BCLAD) Authorization; or equivalent authorization and provide one of the following:

A. Content instruction in the target language in a District approved Dual Language Program.

B. Primary language content instruction in a District Approved Newcomer 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 American Sign Language (ASL) Bilingual Program: Teachers shall be considered eligible to participate in ASL Bilingual Programs if they meet all of the following conditions:

a. Possess a Deaf and Hard of Hearing (DHH) credential and an American Sign Language Proficiency Interview score of 4.0 or above.

b. Assigned to teach and provide ASL content instruction in an approved ASL Bilingual Program without the assistance of an interpreter.

~~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 Target Language Differentials: Salary Differentials shall be paid to teachers with the appropriate authorizations and assigned to provide content instruction as provided in Sections 1.0 - 1.2 of this Article in District-approved Dual Language, Newcomer and ASL Bilingual Programs as follows:

- a. Teachers assigned to teach in full-time UTK-5/6 grade elementary classrooms shall receive a stipend up to \$5,400 (\$2,700 per semester as eligible).
- b. Teachers assigned to teach in secondary classrooms shall receive a stipend as follows:
 1. Assigned to teach qualifying classes as indicated in 1.1 of this Article up to one-half (1/2) of a full-time assignment shall be up to \$2,700 (\$1,350 per semester as eligible).
 2. Assigned to teach qualifying classes as indicated in 1.1 of this Article more than one-half (1/2) of a full-time assignment shall be up to \$5,400 (\$2,700 per semester as eligible).

3.1 Dual-Language Microcredential Incentive: Teachers assigned to teach in a District-approved Dual Language program who have obtained a District Dual language Microcredential shall receive a stipend of \$500 per semester.

~~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

- 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. The differential shall be pro-rated in the case of part-time assignments and for those assigned for more than twenty (20) days but less than a semester. 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.~~

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22
UTLA Counter Proposal 01/26/23
LAUSD Counter-Proposal: 02/01/23

LAUSD Counter-Proposal: 02/15/23
UTLA Counter-Proposal: 03/02/23
LAUSD Counter-Proposal: 03/06/23

ARTICLE IX-A

ASSIGNMENTS

- 1.0 General: This Article is a composite of contractual items previously contained in Article IX (Hours) and Article XXXI (Miscellaneous). They have in several cases been reworded and/or placed in different order for purposes of clarity. **[CCL]**
- 2.0 Uniform Staffing Procedures For All UTK-12 Schools And Adult Schools:
- a. Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers on any track or schedule finish service for the school year or four weeks before classes are selected, the site administrator shall prepare and post a matrix indicating the tentative number of classes ~~(on each track, if multi-track)~~ for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The site administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible ~~(at or before the end of the track, if applicable)~~, but not later than twenty-one (21) calendar days prior to the teacher's last scheduled work day. Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two days of preparation time, the change of assignment must affect the majority of courses taught in a secondary assignment, and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time ~~may~~ shall be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administrator. In any event, however, the time must be utilized by the end of the second week of student instruction. **[AGREED]**
 - b. Requests: After the creation and posting of the matrix as required above, Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) ~~or track (multi-track)~~ using a teacher preference form or other locally determined method. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process. **(AGREED)**
 - c. Elementary School Assignments: Employees in elementary schools and in programs such as Early Education Centers, development centers and ungraded programs shall be deemed a single group for assignment purposes. In each of these schools,

~~assignments to tracks~~, grade levels and classes shall be made pursuant to the following procedure. **(AGREED)**

- d. ~~There shall be no general education combination classes in elementary schools.~~
- d. In schools with student enrollment of greater than 175 in grades UTK-5, general education teachers assigned to teach in a multi-grade classroom after norm day in order to comply with contractual class size maximums, shall be eligible to receive the following:
- i. a stipend of \$600 per semester in which the multigrade assignment is in effect;
 - or
 - ii. assignment of a 6-hour paraprofessional to the classroom

(1) ~~Tracks and~~ Grade Levels: **[AGREED]**

- (i) The site administrator, after consultation with the chapter chair, shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions ~~by track and~~ by grade level that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers ~~by each track and by all tracks as a whole~~, and by each grade level and by all grade levels as a whole, shall reasonably approximate the percentage of permanent teachers at the site. **[AGREED]**
- (ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the ~~track and~~ grade level positions for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the ~~track and~~ grade level openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply. **[AGREED]**
- (iii) The site administrator shall then assign the non-permanent teachers ~~to all the tracks and~~ to all the grade levels so that the percentage of otherwise qualified non-permanent teachers assigned ~~to each track and to all tracks as a whole~~, and to each grade level and to all grade levels as a whole, reasonably approximates the percentage of non-permanent teachers at the site. Such grade level assignments of non-permanent teachers shall be for a period of two years unless the site administrator subsequently determines with substantial documentation that any specific assignment does not meet educational program needs or the site administrator and the teacher otherwise agree. **[AGREED]**

- (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.
- e. Secondary School Assignments: For employees in each secondary school and in special education, wherever located, **assignment to tracks**, department and classes shall be made pursuant to the following procedure. **[AGREED]**
- (1) **Tracks**
 - (i) ~~The site administrator, after consultation with the chapter chair shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by track that are available for the assignment of otherwise qualified permanent and nonpermanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each track, and by all tracks as a whole, shall reasonably approximate the percentage of permanent teachers at the site.~~ **[AGREED]**
 - (ii) ~~After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the positions by track for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the track openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.~~ **[AGREED]**
 - (iii) ~~The site administrator shall then assign the non-permanent teachers to all the tracks so that the percentage of otherwise qualified nonpermanent teachers assigned to each track and to all tracks as a whole reasonably approximates the percentage of nonpermanent teachers at the site.~~ **[AGREED]**
 - (2) (1) Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom

teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests. **[CCL]**

~~(3)~~ (2) Classes: Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, in a fair and equitable manner, taking into account seniority, qualifications and educational program needs. **[AGREED]**

~~(4)~~ (3) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein

e. Dispute Resolution Procedure (~~Elementary and Secondary Track Assignments and~~ Elementary Grade Assignments For Permanent Teachers): If differences arise as the result of the site administrator's assignments of permanent teachers (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure) pursuant to subsections c and d immediately above, the determination as to whether the assignment was inappropriate shall be handled under the procedures of Article V-A.

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

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

(2) The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and finding. **[CCL]**

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

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

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. **(AGREED)**

- b. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs. **[CCL]**
 - c. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment. **[CCL]**
- 2.2 Staffing Procedures After Norm Day: If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, transferee, substitute, or auxiliary assignments (secondary). **[CCL]**
- 2.3 Staffing Procedures For Spring Semester ~~Or Subsequent Tracks~~ In Secondary Schools: Any opening or vacancy shall be filled pursuant to Section 3.2 of this Article.
- 3.0 Department and Grade Level Chairpersons:
- 3.1 Department/grade level chairpersons ~~(and their assistants in multitrack programs who serve when the chairperson is off track)~~ shall, if the affected employees desire, be elected annually by the employees in the department or grade level, excluding substitutes and contract pool teachers. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and in secondary schools shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the secondary shortage fields identified by the District (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two previous years. In secondary schools, the vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools. For voting purposes in elementary schools, combination classes shall be deemed to be at the grade level of the majority of the students in the class. Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions. **[AGREED]**
- 3.2 Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the department's budget funds, establishment of the department's class offerings, assignments of department members to specific classes, and balancing department classes pursuant to Article XVIII, Section 4.0 (Class Size). **[CCL]**
- 4.0 Determination of Whether There Shall Be Coordinator or Dean Positions at School Sites: **[CCL]**
- a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the school. **[CCL]**
 - b. With respect to regular program dean positions, determination as to whether there shall be such a position shall be made by the school site administrator in consultation with the Local School Leadership Council. **[AGREED]**
 - c. With respect to categorically funded dean or coordinator positions, determination as to whether there shall be such a position is to be made by appropriate statutory site councils. **[CCL]**

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

5.0 Required Elections of School-site Coordinators and Deans: Elections for the positions of full time coordinator or dean shall be conducted in the late spring prior to the preparation of the matrix of classes pursuant to Sections 6.0 and 7.0 below. Elections are required for coordinator and dean positions in the following circumstances: **[CCL]**

- a. The position must be paid on the Preparation Salary Table; **[CCL]**
- b. The position must be full-time. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, **or if two part-time positions are filled by one full-time coordinator at the same school, the resulting part-time coordinators shall also follow the selection process in 6.0 shall be followed**); **[AGREED]**
- c. The position does not involve carrying a rollbook; and **[CCL]**
- d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis. **[CCL]**
- e. Elections are not applicable to supplemental coordinatorships such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments. **[CCL]**

5.1 Job Description and Eligibility for School-Site Election of Coordinators and Deans: **[CCL]**

- a. Job descriptions for any specially funded coordinator and dean positions shall be determined in the appropriate school-wide plan and/or by the appropriate funding source prior to the election. Prior to the election, job descriptions for other coordinators and

deans shall be reasonably determined by the school site administrator, and notice of the available positions and job description shall be shared with the employees of the site. **[CCL]**

- b. The site administrator shall request that any eligible candidate for a dean or coordinator position submit a statement of interest. If fewer than two (i.e. zero or one) statements of interest are received from employees assigned to the school or location, the request for submission of statement of interest may be directed throughout all or part of the District. **[CCL]**
- c. To be an eligible candidate, a teacher must have permanent status, must have received “meets standard” performance ratings and, in the immediately preceding four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act. **[CCL]**
- d. An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment. **[CCL]**
- e. Election procedures for coordinators and deans differ, as described below. **[CCL]**

6.0 Coordinator Selection Procedure at School Sites:

- a. The site administrator shall select one eligible candidate from among the candidates who submitted a statement of interest, to serve in each available coordinator position. The site administrator shall then make public the names of the candidates who submitted statements of interest, and the name of the candidate selected to serve. **[CCL]**
- b. Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator candidate selected by the site administrator. The election shall be jointly supervised and conducted by the site administrator and the chapter chair. Each employee’s vote shall be proportionate to the number of hours/days the voter is assigned to the school site. At those school locations where there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator position is to serve. **[CCL]**
- c. Post-Election Procedures:
 - (1) If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator’s first term shall be limited to one year.) **[CCL]**
 - (2) If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school or 72 hours in a multi-track school. The site administrator and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is

selected will serve for up to two years except that the initial term shall be limited to one year. **[AGREED]**

- (3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two member team from the District/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year. **[CCL]**
- d. With respect to Adult Education Programs at any branch locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site. Elections shall be conducted on the basis of one vote per teacher. A teacher working in more than one location, may vote at each location. **[CCL]**
 - (1) Coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency. **[CCL]**
 - (2) A certificated SIS Coordinator in Adult School shall be subject to confirmation elections. **[CCL]**

7.0 Dean Election Procedure at School Sites

- a. The school site administrator **in consultation with School Site Council and Local School Leadership Council (or equivalent)** shall determine whether or not a Dean position shall be established at the school. Bargaining unit members at the school location shall annually elect, in the Spring prior to the preparation of the matrix, all bargaining unit member deans from among the qualified candidates who submitted statements of interest. Each vote shall be proportionate to the number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast. **[AGREED]**
- b. At those school locations where there are both magnet and regular programs, each dean shall be elected annually by the bargaining unit members of any program they serve. **[CCL]**
- c. These elections are to be supervised jointly by the site administrator and chapter chair. **[CCL]**
- d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A. **[CCL]**

- 8.0 Filling Vacancies After Norm Day: If a vacancy occurs in a dean or coordinator position after norm day or the end of the fifth week of the semester ~~or track~~, whichever is sooner, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester

~~or track~~. Prior to the next semester ~~or track~~, the procedures in Section 6.0 (coordinators) and 7.0 (deans) above shall be utilized to fill the position for the next semester ~~or track~~. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment. **[AGREED]**

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

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

10.0 Five-Year Out-of-Classroom Assignment Limitations at NonSchool Sites: Subject to the exceptions set forth below, all employees who are assigned to nonschool positions within the bargaining unit (excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule), shall not be permitted to continue in such positions for more than five (5) years. Appointments to such positions are usually made on an annual basis; there is no assurance of a minimum length for such appointments. When the five year limit is reached, the employee shall not, for a minimum of two (2) years, be eligible for succeeding non-school or non-classroom assignments, except as provided below. The appointing authority should inform all incumbents who will reach the five-year limit by June 30 of the following year, of the fact that their limit is approaching. The five-year rule for non-school positions does not apply to the following: **[CCL]**

- a. Those serving in positions that require direct instruction or supervision of students for at least 50% of the working time; **[CCL]**
- b. An incumbent named in a grant and whose compensation is a least 50% funded by that grant; **[CCL]**
- c. No other candidate is qualified to fill the position or there are no other applicants for the position. The District will be required to publicize all affected positions in the Spotlight or District Memoranda and with information provided by the District, in a timely manner, and UTLA may in its discretion publicize the position in the United Teacher newspaper. If no other applicant files for a position currently held by a five-year incumbent or a

determination is made that no other candidate is qualified to fill the position, the incumbent shall be granted a new five-year limit in the assignment. **[CCL]**

- d. If a situation arises due to unanticipated retirement, resignation or termination and there is only one incumbent remaining at that unit location, that incumbent may serve one additional year beyond the five year limit; **[CCL]**
- e. An incumbent in a situation where there is no other open bargaining unit position that he/she is able to assume; **[CCL]**
- f. Support Services personnel serving in the Division of Adult and Career Education Occupation Education Program for adults with disabilities;
- g. Adult and Career Education (DACE) exception – after an employee in a non-school non-classroom position has served a full five year term, the position will be announced and the incumbent may reapply. A panel composed of 50% District and 50% UTLA members will conduct a selection process and list the three (3) top candidates in unranked order. The DACE Superintendent will select from the top three (3) candidates on the applicable lists; and **[CCL]**
- h. Any other exceptions if mutually agreed to by UTLA and the District. **[CCL]**

Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A. **[CCL]**

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

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

Uniform Staffing Procedures for Itinerant Assignments: Dependent on the administrative structure of the itinerant department, the District shall provide itinerant employees with a tentative list of available positions or programs/regions/Local Districts/administrative/supervisory areas if this list is available prior to the distribution of the preference form, **however the parties acknowledge that the tentative list is based on projections and therefore subject to change.** Supervisors shall assign itinerant employees by an assignment method determined by each itinerant program in consultation with the UTLA Chapter Chair, in order of seniority considering other factors such as District/Program need, continuity of services, geography and the unique/area expertise of the service provider. The only exception shall occur when the supervisor reasonably determines with documentation that any specific assignment is not in the best interest of the education program. If the exception determination is disputed, the employee may appeal the initial assignment to the Department Head or designee for final resolution of the matter.* The District shall make every effort to notify itinerant employees of assignment changes no less than **one (1) week** before the end of the school with the understanding that such assignments are subject to change.

*Refer to the parties' "Itinerant Assignment Dispute Resolution Process" MOU for the Spring of 2024 and Spring of 2025.

District Initial Proposal – 02-15-23

District Counter Proposal – 03-06-23

ARTICLE XVIII - A

SPECIAL STAFFING IN PRIORITY SCHOOLS

1.0 General Provisions:

The provisions contained in this article are based on the definitions, provisions, class sizes and staffing ratios in article XVIII, and are meant to supplement what is contained therein.

2.0 In order to address longstanding disparities in educational outcomes – including but not limited to those disparities between Black students and their non-Black peers, the District may designate priority schools in which class size and/or staffing ratios will be reduced to increase academic and social emotional supports for students.

3.0 Class Size: In schools designated by the District as priority schools, the following shall apply:

a. Grades TK-3

- i. On July 1, 2023 at schools designated by the District as priority schools, class size in grades TK-3 shall be reduced by one (1) in both average and maximum when applied to the contractual class size table in Article XVIII, section 2.0

b. Grades 4-8

- i. On July 1, 2023 at schools designated by the District as priority schools, class size in academic classes in grades 4-8 shall be reduced by a total of two (2) in both average and maximum in both average and maximum when applied to the contractual class size table in Article XVIII, section 2.0

c. Grades 9-12

- i. On July 1, 2023 at schools designated by the District as priority schools, academic class size in grades 9-12 shall be reduced by 1 in both

average and maximum when applied to the contractual class size table in Article XVIII, section 2.0

4.0 Support Staff: In schools designated by the District as priority schools, the following shall apply:

- a. Psychiatric Social Workers – Schools designated by the District as priority schools shall be allocated a full-time Psychiatric Social Worker and shall receive priority in staffing the position
- b. Pupil Services and Attendance Counselors - Schools designated by the District as priority schools shall be allocated a full-time Pupil Services and Attendance Counselor and shall receive priority in staffing the position
- c. School Nurses - Schools designated by the District as priority schools shall receive priority in staffing the School Nurse position at the site
- d. Black Student Achievement Program (BSAP) – In schools designated by the District as group 1 or group 2 BSAP schools, not identified as priority schools per the provisions above, the following shall be provided:
 - i. An auxiliary period in high schools in order to implement the Advanced Placement African American Studies course.
 - ii. An additional Academic Counselor in secondary schools with enrollment of 500 or more.
 - iii. An additional certificated FTE in support of academic achievement and social emotional wellness in elementary schools
- e. Community Schools – Schools designated by the District as Community Schools shall be provided an additional certificated FTE (e.g. Community Schools Coordinator) in support of students, contingent upon State funding of the Community Schools initiative.

05-17-22	UTLA Proposal
12-08-22	District Counter Proposal
02-15-23	District Counter Proposal
03-06-23	District Counter Proposal

ARTICLE XVIII

CLASS SIZE

1.0 General Provisions: The following general provisions and definitions apply to this Article:
[CCL]

a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered. **[CCL]**

b. Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis. **[CCL]**

c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position. **[CCL]**

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: **[CCL]**

a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term. **[CCL]**

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. **[CCL]**

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: **[CCL]**

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. **[CCL]**

- 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. **[CCL]**

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. **[CCL]**

1.5 **[HOLD] [CCL]**

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~~ consider all reasonable and practical options, up to and including 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	<u>Class Size Maximums 2023/24</u>	<u>Class Size Maximums 2024/25</u>
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.

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

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

Class Size Averages and Maximums for the 2023-2024 and 2024-2025 School years:

- a. On July 1, 2023, class size in academic classes in grades 4-8 shall be reduced by 1 in both average and maximum from the table in section 2.0 above.
- b. On July 1, 2024, Class size in academic classes in grades 9-12 shall be reduced by 1 in both average and maximum from the numbers in section 2.0 above.

2.1 Academic classes are those in English Language Arts, Math, Social Studies, Science, and Foreign Language. Non-academic classes are all electives, excluding Physical Education and activity classes such as Band and Drill Team. **[CCL]**

2.2 Schools not falling within the categories above shall maintain class size averages and class size maximums consistent with schools governed by the Student Integration Program (Desegregated/Receiver schools). **[CCL]**

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.

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

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

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 10th day of the instructional year Norm Day, 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 and the efforts made to balance classes in order to meet the 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 15th day of the instructional year.

- c. The parties will discuss options for meeting the required averages and maximums without limiting student access to a full range of course options in a manner which does not disrupt the instructional program or exceed the school's allocated resources. Such options may include a class size waiver for the school site in accordance with the waiver procedures described in LAUSD Policy Bulletin 6029.2 (January 15, 2014). 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 350:1 500:1 per secondary school. Once a school has exceeded 10% 50% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 1250 735 students would have 2 secondary counselors, while a middle school or high school with 1251 736 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 630 students would have 2 secondary counselors, while a middle school or high school with 631 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. 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. **[CCL]**
- 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 PSWs, while a school with 921 students would have 3 PSWs). 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 PSWs, while a school with 806 students would have 3 PSWs).~~
- ~~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 PSAs, while a school with 921 students would have 3 PSAs). 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 PSAs, while a school with 806 students would have 3 PSAs).~~
- ~~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.~~

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

7.0 Special Education: See Article XXII, Sections 1.0 - 2.0 **[CCL]**

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

a. Meet quarterly during District business hours, unless Task Force members mutually agree to schedule additional meetings at other intervals or times. District employees appointed to the Task Force shall be released from their regular employee duties at no loss of salary or benefits. **[CCL]**

b. Receive a monthly report from the District showing K-12 class sizes, including special education caseloads, for all LAUSD K-12 school sites. **[CCL]**

c. Review the monthly reports and identify patterns deserving further attention and analysis. **[CCL]**

d. Review all approved waivers related to class size averages and/or maximums. **[CCL]**

e. Explore options and strategies for reducing class sizes in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions. **[CCL]**

f. These subject matters to be discussed by the Task Force may include matters of consultation or permissive bargaining, as well as matters that fall within the scope of mandatory bargaining. However, the Task Force shall not have authority to engage in bargaining, reach agreements or make joint reports/recommendations. Task Force members shall report back to their respective bargaining teams in an advisory capacity. **[CCL]**

11.0 ~~Secondary Counselor Reassignment [to Teaching Position]: Counselors who are reassigned [to a classroom teaching position] shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request or a failure to adhere to the seniority provision outlined below 11.1 shall be grievable.~~

~~11.1 Counselor Displacement from School Sites: Displacement from school sites or reassignment [to a classroom teaching position] of Secondary Counselors shall be in~~

~~order of district seniority. Possession of a teaching credential shall not be a factor for consideration in this scenario.~~

ARTICLE 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 **teachers must possess a Bilingual Certificate of Competency (BCC); Bilingual, Crosscultural Language and Academic Development (BCLAD) Authorization; or equivalent authorization and provide one of the following:**

a. Content instruction in a District-approved Dual Language Program

b. Primary language content instruction in a District-approved Newcomer Program (AGREED)

1.2 American Sign Language (ASL) Bilingual Program: Teachers shall be considered eligible to participate in ASL Bilingual Programs if they meet all of the following conditions:

a. Possess a Deaf and Hard of Hearing (DHH) credential and an American Sign Language Proficiency Interview score of 4.0 or above.

b. Assigned to teach and provide ASL content instruction in an approved ASL Bilingual Program without the assistance of an interpreter. (AGREED)

~~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: 3.0 **Salary Differentials shall be paid to teachers with the appropriate authorizations and assigned to provide content instruction as provided in Sections 1.0 - 1.2 of this Article in District-approved Dual Language, Newcomer and ASL Bilingual Programs as follows:**

- a. Teachers assigned to teach in full-time UTK-5/6 grade elementary classrooms shall receive a stipend up to \$5,400 (\$2,700 per semester as eligible).
- b. Teachers assigned to teach in secondary classrooms shall receive a stipend as follows:
 1. Assigned to teach qualifying classes as indicated in 1.1 of this Article up to one-half (1/2) of a full-time assignment shall be up to \$2,700 (\$1,350 per semester as eligible).
 2. Assigned to teach qualifying classes as indicated in 1.1 of this Article more than one-half (1/2) of a full-time assignment shall be up to \$5,400 (\$2,700 per semester as eligible). (AGREED)
- 3.1 Dual-Language Incentive: Teachers assigned to team teach the English portion of a District-approved Dual Language program shall receive a stipend of \$500 per semester.

~~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.

~~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. (CCL - AGREE TO DROP PREVIOUS CHANGE 3/06)

~~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. (AGREE TO DROP 3/06)~~

~~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 XVIII - A

SPECIAL STAFFING IN PRIORITY SCHOOLS

2.0 General Provisions:

The provisions contained in this article are based on the definitions, provisions, class sizes and staffing ratios in article XVIII, and are meant to supplement what is contained therein.

2.0 In order to address longstanding disparities in educational outcomes – including but not limited to those disparities between Black students and their non-Black peers, the District may designate priority schools in which class size and/or staffing ratios will be reduced to increase academic and social emotional supports for students.

3.0 Class Size: In schools designated by the District as priority schools, the following shall apply:

b. Grades TK-3

- ii. On July 1, 2023 at schools designated by the District as priority schools, class size in grades TK-3 shall be reduced by one (1) in both average and maximum when applied to the contractual class size table in Article XVIII, section 2.0

d. Grades 4-8

- i. On July 1, 2023 at schools designated by the District as priority schools, class size in academic classes in grades 4-8 shall be reduced by a total of two (2) in both average and maximum in both average and maximum when applied to the contractual class size table in Article XVIII, section 2.0

e. Grades 9-12

- i. On July 1, 2023 at schools designated by the District as priority schools, academic class size in grades 9-12 shall be reduced by 1 in both average and maximum when applied to the contractual class size table in Article XVIII, section 2.0

4.0 Support Staff: In schools designated by the District as priority schools, the following shall apply:

- a. Psychiatric Social Workers – Schools designated by the District as priority schools with 400 students or more shall be allocated a full-time Psychiatric Social

Worker and shall receive priority in staffing the position. Priority Schools with 399 or less shall be allocated 5. FTE of PSW.

b. Pupil Services and Attendance Counselors - Schools designated by the District as priority schools with 400 students or more shall be allocated a full-time Pupil Services and Attendance Counselor and shall receive priority in staffing the position. Priority Schools with 399 or less shall be allocated 5. FTE of PSA.

c. School Nurses - Schools designated by the District as priority schools shall receive priority in staffing the School Nurse position at the site

d. Black Student Achievement Program (BSAP) – In schools designated by the District as group 1 or group 2 BSAP schools, not identified as priority schools per the provisions above, the following shall be provided:

- iv. An auxiliary period in high schools in order to implement the Advanced Placement African American Studies course.
- v. An additional Academic Counselor in secondary schools with enrollment of 500 or more.
- vi. An additional certificated FTE in support of academic achievement and social emotional wellness in elementary schools

e. Community Schools – Schools designated by the District as Community Schools shall be provided an additional certificated FTE (e.g. Community Schools Coordinator) in support of students, contingent upon State funding of the Community Schools initiative.