

05-12-22 UTLA Initial Proposal  
 06-02-22 District Counter Proposal  
 08-25-22 District Counter Proposal  
 12-08-22 UTLA Counter Proposal  
 01-19-23 District Counter Proposal

## ARTICLE I

### RECOGNITION

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

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

<u>Job Number</u>	<u>Job Title</u>
11100778	Adapted Physical Education Teacher K-12
11100805	Adult Academic Instructor
12200864	Adult Counselor
13200826	Adult Education Advisor
11100803	Adult English as a Second Language Teacher
13200827	Adult Resource Non-school Assignment Adviser
13200828	Adult Resource Regional Occupational Contract (ROC) /
11200806	Adult Substitute (Day to Day)
11100804	Adult Teacher Adults with Disabilities
11100808	Adult Teacher Parenting & Family Life
11100809	Adult Teacher Program for Older Adults
11100838	Adult Teacher Public or Private Contract
11100777	<b><u>Arts Education Itinerant Teacher (AGREED)</u></b>
19100486	Assistive Technology Assessment
12300476	Audiologist
12300473	Audiometrist
11100781	Categorical Limited Contract Teacher
19100704	Categorical Program Advisor
12100589	Coordinating Field Librarian
11207046	Early Education Substitute (Day to Day)
11107043	Early Education Teacher
11100843	Elementary Instructional Coach
11200762	Elementary Substitute (Day to Day)

11100731	Elementary Teacher
<del>11100777</del>	<del>Elementary Traveling Music Teacher (AGREED)</del>
11100782	Home School Teacher
13200469	Instructional Technology Application Facilitator
11100840	JROTC (Junior Reserve Officers' Training Corps) Instructor
12200506	Least Restrictive Environment Counselor
11100753	Mathematics Foundational Teacher
19100706	Non-Classroom Preparatory Assignment
19102706	Non-Classroom Support Services Assignment
13200707	Non-School Preparatory Assignment
13400705	Non-School Preparatory Assignment
12300460	Nurse Practitioner
12300464	Nurse Substitute (Day to Day)
12300481	Occupational Therapist
13400860	Officer JROTC (Junior Reserve Officers' Training Corps) Program Coordinator
12300490	Optometrist
12300446	Organizational Facilitator
11100858	Orientation and Mobility Instructor
19100787	Peer Assistance and Review (PAR) Consulting Teacher
12300479	Physical Therapist
12200569	Psychiatric Social Worker
12200543	Pupil Service and Attendance Counselor
12300526	Recreational Therapist
11100829	Regional Occupational Contract (ROC) Teacher Regional Occupational Program (ROP) Adviser
1100790	Resource Specialist Program Teacher
<del>XXXXXXXX</del>	<del>Resource Specialist Teacher Inclusion</del>
12300472	School Audiometrist
12100591	School Library Media Teacher Teacher Librarian
12300461	School Nurse
12200511	School Psychologist
12300484	School Therapist Coordinator
12200533	Secondary Counselor
11100846	Secondary Instructional Coach
11200763	Secondary Substitute (Day to Day)
11100736	Secondary Teacher
12300474	Senior Educational Audiologist
11100841	Senior JROTC (Junior Reserve Officers' Training Corps) Instructor
12300483	Senior Therapist
11100740	Special Education Teacher K-12
19100555	Speech and Language Pathologist
11100761	Teacher Development Child Permit
13200500	Temporary Advisor

11100700	Temporary Non-Public School Teacher
19100780	Temporary Resource Teacher
11100757	Transition Services Teacher
13400576	Transition Teacher Coordinator
13200445	Work Experience Advisor

1.1 Excluded: All day-to-day substitutes who were paid for fewer than 100 days during the preceding school year; all part-time adult education teachers, including ROC/ROP and specially-funded adult education teachers, who are assigned for fewer than ten hours per week; all other certificated classifications not referred to in Section 1.0, including those in the classification or status of Chest Specialist, Counseling Assistant, Psychiatrist, School Dentist, School Physician and Teacher Assistant; all classified personnel; all unclassified personnel; all supervisory personnel; and all management and confidential employees as designated by the Board of Education.

2.0 Changes to the Unit: The parties agree that this represents the appropriate unit. It may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that the parties may file for a unit clarification proceeding involving this unit only when the District creates new classifications or substantially changes the responsibilities of an existing classification. Alleged violations of this Article are not subject to the grievance and arbitration procedures of Article V.

3.0 "Employee" Defined: Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services.

UTLA Initial Proposal – 05-12-23  
District Counter – 08-25-23  
UTLA Counter – 01-26-23  
District Counter – 04-11-23

## ARTICLE XXVII

### ~~SHARED DECISION MAKING AND SCHOOL-BASED MANAGEMENT~~

1.0 General: This Article addresses two critical issues in local school governance: 1) "shared decision making"--which refers to how certain local policy decisions are made at the school site, taking into consideration the respective interests, roles and responsibilities of the site administrator, the faculty, the parents/community, students, and other employees, and 2) "school based management"--which refers to the nature and scope of policy decisions to be made at the local school level as compared to the central District level, in an effort to reform or restructure the operations of the local school. **[CCL]**

#### 2.0 Shared Decision Making--Local School Leadership Councils **[CCL]**

2.1 Composition: Local school leadership councils shall be established to perform the functions described in Section 2.0. The number of members of each local council shall be determined in accordance with the table set forth below. 50% of the Council shall be comprised of the UTLA Chapter Chair and certificated employees elected by the certificated bargaining unit employees at the site; the other 50% shall be comprised of the principal, elected parent/community representatives, an elected non-certificated employee representative and, at the secondary level, a student representative. On the councils the number of parent/community representatives shall be as follows: **[CCL]**

Council Size	Number of Positions
16	5
14	5
12	4
8	2
6	1

Such representatives should be elected specifically to serve on the Council. Within these parent/community positions there is a special guarantee for parents, pursuant to Section 2.9e below. Only parents and community members and non-certificated District employees (including TA's) shall be eligible for election to the positions allocated to parents and community. Certificated District employees are not eligible for election to such positions. In secondary schools, the student leadership class shall either select the student representative to the Council, or may establish the process by which the student representative is determined. All elections of Council members shall be jointly supervised by the principal and UTLA Chapter Chair, and the applicable procedures are set forth in Sections 2.8 and 2.9 below. In the event of any change in the size of a council the basic 50- 50 ratio shall be maintained. The number of members of local school leadership councils (including the principal and UTLA Chapter Chair who shall serve as co-chairs of the Council) shall be as follows: **[CCL]**

- a. Regular Elementary schools (K-6)
  - over 1000 students 14
  - 1000 students to 500 12
  - Less than 500 students 8
- b. Regular Junior high/middle schools 16
- c. Regular Senior high schools 16
- d. Small Schools--are defined as follows, and shall have the size of school leadership council indicated, unless the principal and Chapter Chair jointly determine that a larger or smaller council is appropriate:

Size of School	Size of Council
6 or fewer teachers	6 (3 teacher reps)
7-15 teachers	8 (4 teacher reps)
16-25 teachers	12 (6 teacher reps)

When the Council is limited to 6 positions, the principal, UTLA Chapter Chair and parent/community representative shall determine whether the sixth seat is to go to a student representative or to a representative of the classified employees. **[CCL]**

- e. Children Centers--When there are more than 3 teachers at a center, the rules for small schools shall apply. See d above. In determining the size of the center's Council, all teachers working at the center will be counted regardless of the number of hours worked. When there are 3 or less teachers at a center the size of the council will be determined by the site administrator and the Chapter Chair (council cochairs), subject to the 50-50 ratio; in the event the co-chairs cannot reach agreement on the size or composition of the Council, the dispute shall be submitted to the co-chairs of the Central Council for resolution. **[CCL]**
- f. Special Education Schools--are to have their own site councils following regular K-12 pattern, but combined secondary-elementary programs are to use the secondary system. **[CCL]**
- g. Magnet Schools and Centers--are to follow the above regular K-12 pattern if they do not share the site with another school. When located on the same site as another school, magnet programs are to have available the three options listed below; the option to be chosen is to be determined each year by the principal in charge of the magnet and the magnet's UTLA Chapter Chair, after consultation with the faculty and parents of the affected magnet program. **[CCL]**

Option 1: The magnet school will have a separate and independent Local School Leadership Council. In such cases the rules of size and composition shall be as provided in paragraphs a. through d. above. There shall be coordination of common issues and concerns between this

Council and the Council serving the other school(s) on the site, and joint meetings conducted with respect to subjects which require a common approach. This Option 1 shall apply unless the principal and Chapter Chair agree that Option 2 or 3 is preferable. **[CCL]**

Option 2: Elect a magnet Council pursuant to Option 1 and have it function as a separate council for issues which are unique to the magnet program, such as the local magnet budget. However, that Council would select one elected teacher representative and one elected parent/community representative to become additional permanent members of the host school's Leadership Council, with the intention that issues common to the magnet program and the host school would be determined by the augmented Leadership Council. If a school has more than one magnet and decides to exercise this option, the total size of the school council would be increased by two additional members representing each separate magnet. The magnet representatives to the host school's Leadership Council would also be supported by an alternate delegate from the magnet's Leadership Council. **[CCL]**

Option 3: A third option is to have a single-wide council representing both the regular school program and any magnet centers that opt to be a part of the school-wide council. In this case, the size and make-up of the council would be pursuant to paragraphs a through d above, and there would be no separate magnet council and no augmentation of the size of the regular council. Magnet teachers, parents/community, students and classified personnel would be eligible to participate along with the constituents of the host school. If a school decides to select the third option but did not elect their Council on a school-wide basis, a new election would be conducted. **[CCL]**

If a situation involves a common site and also happens to involve the same Chapter Chair serving both programs, the Chapter Chair may serve on both or may designate an alternate to serve on one. **[CCL]**

- h. [Itinerant employees--initially may vote proportionately at assigned schools (see Section 2.2 below); future status will be determined in ongoing discussions between District and UTLA.] **[CCL]**
- i. Adult Education-- (Includes Occupational Centers, Skill Centers, and Business/Industry Center)--a Leadership Council shall be formed for each administrative unit which shall encompass all locations, branches and offices which report to that school's or center's principal. Council size shall depend upon the school's size as follows: **[CCL]**

- Fewer than 500 students

- From 500-1000 12
- From 1001-1500 14
- More than 1500 16

For purposes of community voting the election area shall be the high school attendance zone within which the Adult Education school is situated. Occupational Centers, Skill Centers, and Business/Industry Center shall, for purposes of community voter eligibility, be deemed District-wide. In the Adult Education programs, adult students shall be eligible to vote for the community council seats, and a student candidate shall be guaranteed at least one of the community seats on each Council (see Section 2.9e for the mechanics of this guarantee). Because most Adult Education students are adults and parents, the special guarantee for parents (as compared to community--see 2.9 e) is not applicable. However, parents of students concurrently enrolled in the regular K-12 and adult programs, shall also be eligible to vote and serve as community representatives on the Adult Education Council. For purposes of voting by teachers, each teacher employed within the adult school/center shall have one vote, without regard to number of hours assigned. Similarly, students and parents/community shall have one vote each, without regard to number of instructional hours. Adult Education elections of faculty representatives shall be conducted at the annual organizational meeting which is conducted before the Fall term. **[CCL]**

2.2 Itinerant Personnel in Health and Human Services, ~~Arts Education~~ and Special Education Local District Advisory Committee: ~~The District agrees that the~~ Each Local District Superintendent or designee shall establish a meeting schedule with representatives of itinerant personnel selected by UTLA in Health and Human Services, ~~Arts Education Branch~~ and Special Education in each local district in order to participate in and make recommendations regarding local district issues and concerns. Meetings should be held a minimum of once every two months. **[AGREED]**

2.3 Alternates: There shall be two "alternate" Council members elected designated for the categories of teacher, parent/community representative, student, and classified. Administrators and Chapter Chairs shall designate one alternate. In year-round schools, additional alternates may be selected so that there can be a full complement of representatives for each category for any one time. Alternates shall be permitted to attend and participate in any council deliberations, and may vote if their regular representative(s) are absent. **[CCL]**

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

- a. Participation in shared decision making training. It is recommended that they participate in training prior to beginning their decision-making. **[CCL]**
- b. Determination of the following matters:

- (1) Staff development program, including approval of any school-based professional development plans made by the Instructional Leadership Team, Professional Development Committee, or equivalent
- (2) Student discipline guidelines and code of student conduct **[CCL]**
- (3) Schedule of school activities and events, and special schedules (e.g., final exam schedules and schedules designed to accommodate additional preparation time for elementary teachers). For purposes of this paragraph, "schedule" shall include, but not be limited to, a determination by the Council of what activities shall take place. The Council shall not have authority over the scheduling of school activities and events mandated by the Board of Education. **[CCL]**
- (4) Guidelines for use of school equipment, including the copy machine **[CCL]**
- (5) The following local budgetary matters: **[CCL]**
  - (a) Instructional Material Account, Object Code 4310 of Program Code 3027 (previously carried under Account 4170); (Object Code 4310 accounts used within Program Code other than 3027 are not included; also, in the event that a Principal transfer funds into account 4310/3027 from a Program Code or Object code outside of the scope of the previous account 4170 per such transferred funds are not included) **[CCL]**
  - (b) Lottery Funds, account 5381 **[CCL]**
  - (c) School-Determined Needs, account 3986 **[CCL]**
  - (d) State Textbook and Related Material, accounts 4111, 4152 and 4267 **[CCL]**
  - (e) Year-Round School Incentive Discretionary Funds **[CCL]**
  - (f) Student Integration Program Discretionary Funds **[CCL]**
  - (g) Instructional Material - - Special Education Schools Account 2544 (for Special Education School Councils only) **[CCL]**
- (6) Process for modifying Daily schedule or bell schedule, including recommendations for variations and experimental situations. While variations and experimental situations will continue to



**require approval of a majority of the staff, per Article IX.9.0, LSLC shall initiate and put forth the recommended schedule for the vote.**

In making determinations in the matters listed above, the local school leadership council operates within the same set of powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion in the above areas may be imposed only by action of the Board of Education. In addition, all determinations shall be consistent with applicable laws, regulations, and collective bargaining agreements. Councils in Alternative Schools shall have the scope of their decision-making determined by the Board policy applicable to their special programs rather than being limited to the above five subject matters. The focus of local council activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans. The local council shall not be obliged to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily. **[CCL]**

- c. These local school leadership councils are expected (but not required--see above) to supplant the previous local school planning committees dealing with lottery funds, student discipline, staff development or any other matters listed in b. above; however, the new council shall not supplant other existing councils and committees which operate in subject matters beyond those listed in b. above (e.g. School Advisory Councils) or which have an independent statutory basis (e.g., Chapter I Councils, Bilingual Advisory Councils, or S.I.P. Councils). **[CCL]**
- d. The site administrator shall maintain an up-to-date file containing all District memoranda, directives and bulletins governing Local School Leadership Council activities and make it available to the Chapter Chair upon request. **[CCL]**

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

of the Local School Leadership Council are reduced to writing and communicated to all staff and school community. **[CCL]**

2.6 Agenda: An agenda shall be prepared by the co-chairs of the Council and distributed at least five working days prior to each council meeting. Agenda items and supporting documents may be submitted by any committee member, at least 24 hours prior to preparation of the agenda. **[CCL]**

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

a. At the secondary level, the local school shall, insofar as practical, schedule teacher members of the local Council so as to provide a common preparation period. Alternate meetings shall be scheduled during such period. Paid class coverage, if available, will be provided on meeting days for any teacher members having teaching duties during such period. **[CCL]**

b. At the elementary level, at least one of the monthly meetings may be scheduled during the 30-minute duty-free period. **[CCL]**

c. Meetings of Leadership Councils in Adult Education and Children Centers shall be scheduled at a mutually convenient time, and if there is no time mutually convenient to the Council members then the meetings shall be held at alternating times to meet the convenience of the teacher and community representatives. **[CCL]**

d. All meetings of the local councils shall be exempt from the faculty meeting limitations of Article IX, Section 4.2 **[CCL]**

2.8 Election Procedures for Employee Representatives:

a. Secret ballot elections shall be conducted for the certificated and non-certificated employee seats, following similar procedures. (1) Faculty representatives on the council are to be elected on an "at large" basis by the regular contract certificated employees assigned to the site with itinerant employees voting on a proportional basis corresponding to the number of days per week served at the site. (2) Non-certificated representatives shall be elected on an "at large" basis, with all non-certificated employees (including TA's) regularly assigned to the site having an equal vote. **[CCL]**

b. The nomination process shall be open to all eligible voters assigned to the site. Nominations shall be either submitted by the nominee or with the written consent of the nominee. **[CCL]**

c. Election notices shall be posted and distributed among the employees at the site, and mailed to the homes of off-track employees. **[CCL]**

- d. Elections for each year's term of office shall be as follows: Secondary teachers' elections are to be in May before the secondary master schedule is established; elementary teacher elections are to be in late spring after assignments for the next year have been tentatively set. The non-certificated employee elections are to be no later than the first school month of the school year (July/August for Year-round, September/October for Traditional). Any elections for alternates and/or replacements (including teachers) are also to occur during the first month of the school year. However, schools which wish to conduct elections on Back-to-School night may delay the elections until that date. The term of office for Council members is to be October 15 to October 14 in traditional calendar schools, and August 1 to July 31 in year-round calendar schools. Subject to the approval of the existing Local School Leadership Councils, elections of secondary, elementary, non-certificated employees, and parent/community representatives for each year's term of office at single track common calendar 90/30 schools shall be conducted before September 23. Any elections for alternates and/or replacements (including teachers) are also to occur before September 23. Multitrack year-round schools' elections must be held and finalized prior to July 31. See Section 2.1 for special rules affecting Adult Education elections. **[CCL]**
- e. Local schools may lengthen the terms of membership (from one year to two years) on Local School Leadership Council, subject to the following procedures:
- (1) Such a decision could be made only upon affirmative recommendation of the School Leadership Council and approval of the Principal and the UTLA Chapter Chairperson. **[CCL]**
  - (2) In order to achieve staggered terms, a plan may include a phase-in period whereby some positions are initially one year and others are two-years. **[CCL]**
  - (3) Procedures for implementation must be reduced to writing and published prior to any new elections, and a copy retained for public information in the school office. **[CCL]**
  - (4) Any elected members must be able to complete their full term of office. **[CCL]**
  - (5) Schools must at all times comply with the guarantees of the minimum number of parents as per Section 2.9e, below. **[CCL]**

## 2.9 Election Procedures for Parent/Community Representatives:

- a. Voter Eligibility for parent/community elections shall be based upon any one of the following criteria: **[CCL]**

- (1) Parents of a pupil attending the school, including natural or adoptive parent, legal guardian, or other person having primary responsibility for the support and welfare of the pupil; **[CCL]**
  - (2) Adult residents of the school's attendance area; **[CCL]**
  - (3) Adults whose primary place of employment is within the school's attendance area (this includes non certificated employees of the District);
  - (4) For schools which do not have a designated attendance area (e.g., magnet programs), their election area shall be the high school attendance area within which the magnet is situated; **[CCL]**
  - (5) When pupils are transported to the school from another attendance area (e.g., PWT or CAP receiving) the election area for categories 2, 3 and 4 above shall be expanded to include those from the sending school area; **[CCL]**
  - (6) **Certificated personnel employed by the District are not eligible to vote at one school per academic year except when they qualify as a parent under category 1 above; [FOR DISCUSSION – NOT AGREED]**
- b. Nominations: Are to be submitted in writing two working days prior to the election, or may be submitted from the floor at the election meeting. Nominations shall be either submitted by the nominee or with the written consent of the nominee. Nominees are not subject to any residency or employment requirement, but in order to qualify for the minimum guarantee for parents as provided below, they must meet the definition of parent as provided above. Certificated employees of the District are not eligible for nomination. **[CCL]**
- c. Election Notices: Shall be sent home with students, and submitted to local newspapers serving the areas affected. The notices are to be mailed to the homes of off-track students. **[CCL]**
- d. Sign-in: At the election meeting there shall be a sign-in procedure, where each voter shall disclose appropriate information indicating eligibility and status (parent or community). **[CCL]**
- e. Ballot Procedure: The parent/community representatives are to be elected, during the first month of the school year (July/August for Year-round, September/October for Traditional) by secret ballot among all attending eligible voters. All ballots are to be submitted in sealed secret ballot envelopes, and enclosed within another envelope on which the voter will print his or her name and address. The ballots shall be collected and placed in the large envelope provided for this purpose. This envelope shall be sealed and the principal and Chapter Chair shall sign their names over the seal. The ballots shall then be secured in a safe place for five working days before being counted. The five day

period is intended to permit any voter eligibility issues to be raised and resolved prior to the vote count. For this purpose the voter sign-in sheets shall be subject to review by any interested person. The vote count shall occur at the time announced at the election meeting, and shall occur in the presence of any interested persons who wish to attend. Prior to the vote count the sealed secret ballot envelope shall be separated from the envelope which carries the voter's name and address, and inter-mingled with the other secret ballot envelopes. Then, the ballots shall be removed from the secret ballot envelopes and counted. The nominees who received the greatest number of votes are to be declared elected, with the two who receive the next greatest number of votes elected as alternates, except that in no event shall there be fewer parents\* than the following (depending upon size of the Council): **[CCL]**

- 3 out of the 5 parent/community positions
- 2 out of the 4 parent/community positions
- 1 out of the 2 parent/community positions
- 1 out of the 2 alternate parent/community positions

- f. Disputes: The Principal and Chapter Chair shall determine any disputed eligibility issues using the above criteria, and shall also be primarily responsible for resolving any disputes relating to election procedures. If they are not able to resolve a dispute acceptable to the involved parents/community, the dispute shall be referred to the cochairpersons of the central council for final determination. Said cochairpersons may delegate this authority. Disputes relating to this Section 2.9 are not subject to the grievance procedures of the LAUSD/Agreement. **[CCL]**

### ~~3.0 School Based Management~~

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

- ~~a. Study of shared decision making (SDM) and site based management (SBM), and other reform programs~~
- ~~b. Development of SDM and SBM training programs and other mutually agreed upon programs.~~
- ~~c. Development of SBM program guidelines, recognizing the need to reconcile the concepts of local autonomy, self-determination and local diversity with the potentially conflicting concepts of accountability, standards and coordination.~~
- ~~d. Information sharing.~~

~~3.2 A local school decision to embark upon the development of a SBM plan requires a two-thirds vote of the certificated bargaining unit employees at the site, and concurrence of~~

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

- a. ~~Each SBM school shall continue to comply with all laws, contracts and District policies and directives, except to the extent that any proposed variations have been specifically identified in the Plan and any appropriate local option waivers have been obtained. There are no implied waivers. For example, a waiver permitting a new local school employee selection process does not waive the laws and policies governing non-discrimination and affirmative action. Similarly, a waiver permitting a change in name of a school's leadership council changes the name but does not change that council's authority unless so specified in the Plan.~~
  - (1) ~~A waiver request approved at an SBM school according to applicable District guidelines and policies, including approval of the site principal, that is subsequently denied by the Local District Superintendent or designee may be reviewed/appealed according to this section.~~
  - (2) ~~The review/appeal shall be directly to the General Superintendent and the UTLA President or their designees. These two individuals shall select a third person.~~
  - (3) ~~The decision of this group shall be final and binding on all parties.~~
- b. ~~All local options/waivers are subject to review annually. Any substantive changes to an approved Plan must be adopted in compliance with the School-Based Management Guidelines dated April 30, 1990.~~
- c. ~~The School's SBM Plan shall not be interpreted or applied so as to impose any additional costs or funding obligations upon the District.~~
- d. ~~Approval of a school's proposed SBM Plan is not to be regarded as precedent for other schools or for Plan renewal at the applicant school.~~
- e. ~~Peer evaluation is subject to Article X. Any applicable State waivers and other provisions may be jointly determined by UTLA and the District. Before any peer evaluation may be implemented, teachers serving as evaluators must have completed the prescribed hours of training, unless State waivers have been requested and approved. Service as evaluator must be voluntary, and if it is paid, the school's proposal must specify the source of funds to be used for payment.~~

District forms currently in use must be utilized. The school's peer evaluation plan must be reduced to writing and submitted to the union and the District for review prior to implementation.

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

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

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

3.4 ~~Conflicts with Board Policy, the Collective Bargaining agreement or Conflicts with applicable Law and Regulations in LEARN Schools. It is recognized that SBM is an innovative process and that proposals may be considered which conflict with current Board of Education policy and/or current collective bargaining and/or applicable law and/or regulation agreements. In the event there is a conflict between Board Policy and/or a collective bargaining agreement and a SBM proposal, the District and UTLA shall each consider at their discretion whether a waiver or a change in the conflicting policy or agreement is appropriate. Any decision of a SBM school which is in conflict with any state or local law or regulation shall be null and void, unless, with the agreement of the District and UTLA, a waiver or exemption has been obtained. (AGREE to omit pending agreement on Sections 2.2 – 2.7 of this article)~~

### **3.0 [MOVED TO AUTONOMOUS SCHOOL SIDELETTER]**

**UTLA-LAUSD MEMORANDUM OF UNDERSTANDING  
AUTONOMOUS SCHOOLS**

**This memorandum of understanding is agreed to by United Teachers Los Angeles (UTLA) and Los Angeles Unified School District (LAUSD)**

The Parties agree to continue to honor Pilot, ESBMM and LIS plans that have been previously approved through the RFP process.

The District shall establish an Autonomous Schools Task Force with an equal number of LAUSD- and UTLA-appointed members. The Task Force shall collaborate in determining a plan to support Pilot, ESBMM and LIS schools.

The current position of Autonomous Schools Coach shall remain a full-time, District-funded E-Basis UTLA bargaining unit member. The Autonomous Schools Coach shall be an automatic member of the Autonomous Schools Task Force.

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

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LAUSD

UTLA

\_\_\_\_\_

DATE

DATE



# MEMORANDUM OF UNDERSTANDING

Between

Los Angeles Unified School District and United Teachers Los Angeles

## HEALTHY GREEN PUBLIC SCHOOLS

Consistent with the 2022-2026 LAUSD Strategic Plan and the UTLA Beyond Recovery platform, the parties agree to the following:

- 1.0 In August 2022, the District established a Climate Curriculum Implementation Task Force (CCITF) to support the goals of Climate Literacy. Going forward from the signing of this agreement, the CCTIF shall be composed of up to four (4) certificated members appointed by the LAUSD Division of Instruction, up to four (4) classified members and up to four (4) UTLA appointees. By mutual agreement, either party may invite subject matter experts to be guest speakers at a committee meeting. The CCTIF shall use an equity/racial justice lens and shall meet four (4) times per year to consult and provide recommendations regarding the following matters:
  - a. The development and implementation of curricula that infuses climate literacy with a racial justice lens and addresses historic disparities.
  - b. The creation, expansion and maintenance of outdoor education space, programs and green space.
  - c. The creation of instructional partnerships and opportunities for youth to obtain internships and apprenticeships for green jobs.
  - d. Career Technical Education (CTE) opportunities in fields that support green energy and reduce greenhouse gas emissions.
  - e. The installation of solar panels on District facilities using unionized contractors.
  - f. Increasing the number of electric buses in the District's fleet. ~~using unionized contractors.~~
  - g. The partnership with LA Metro to extend no-cost public transportation for students.
  - h. The installation of water filtration stations and the removal of detectable levels of lead from school drinking water fountains tested at 5 ppb of lead or higher.
  - i. Exploration of stormwater collection on District land.
  - j. Increased installation ~~The need for LAUSD to increase~~ of universal electric Vehicle (EV) chargers on school campuses for charging passenger vehicles.
  - k. Partnerships with outside organizations in order to streamline and or defray costs of school greening.

I. CCITF shall provide written recommendations to the Chief Ecosustainability Officer no later than June 30, 2024.

2.0 Each school shall have a "Climate Champion" who shall be part of the UTLA bargaining unit and shall have the following responsibilities:

- Attend four (4) Professional Development sessions
- Develop, support, and promote the implementation of climate change education across all curricular areas.
- Establish a support structure in collaboration with the principal and school site leadership team to aid the implementation of Climate Change curricula.
- Promote the use of the Climate Change curricula Schoology group.
- Read communications from the Climate Literacy Task Force and other climate related working groups and share with school staff as appropriate.
- Monitor how climate literacy is being integrated into classroom lessons in the area of language acquisition, English language arts, math, science, history/social science, health, arts, physical educations, and social/emotional learning.
- Attend the quarterly convening of the Climate Literacy Task Force.
- Provide regular evidence/image of efforts towards Climate Literacy (what has changes/measured against starting point and current situation)
- Maintenance of activity log.

3.0 Climate Champions shall receive a stipend of \$1800 per year, payable by semester. Climate champions shall be provided with four (4) release days per semester, or the hourly equivalent (in order to address time spent after school/weekends) at the discretion of the member.

**4.0 Health and Nutrition Task Force - The parties shall create a task for with equal numbers of LAUSD and UTLA appointed members. This task force shall consider food insecurity, nutrition, culture and sustainable food sources and its impact on the instructional program. The task will make recommendations to the district. [District Response to Article XXXI, Section 14.0]**

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

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LAUSD

UTLA

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DATE

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DATE

UTLA Initial Proposal – 05/12/22  
District Counter Proposal – 08/25/23  
District Counter Proposal – 01/19/23  
Union Counter Proposal – 01/19/23  
District Counter Proposal – 01/26/23  
Union Counter Proposal – 03/30/23  
District Counter Proposal – 04/11/23

## 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]

14.2 If an Early Education Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period. The District shall make a reasonable effort to schedule aides to supervise the children in order to allow an uninterrupted preparation period. In situations where an aide is not available to supervise the students during their rest periods and the Early Education teacher(s) is

required to supervise students during their District-scheduled preparation time, the affected Early Education Center teacher(s) may perform the preparation duties on-site after their regular work hours and be compensated at their hourly rate of pay.

**[AGREED]**

UTLA Initial Proposal-05-12-22  
District Counter 08/25/22  
UTLA Counter 01/19/23  
District Counter 01/26/23  
District Counter 02/15/23  
District Counter 03/06/23  
UTLA Counter 03-30-23  
District Counter 04-11-23

## 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: On a quarterly basis, 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 – Dropped by the parties]**

~~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.~~

**[11.0 – Dropped by the parties]**

05-12-22	UTLA Initial Proposal
08-25-22	District Counter Proposal
11-17-22	District Counter Proposal
01-26-22	District Counter Proposal
02-01-23	District Counter Proposal
02-15-23	District Counter Proposal
03-02-23	UTLA Counter Proposal
03-17-23	District Counter Proposal
03-30-23	UTLA Counter Proposal
04-11-23	District Counter Proposal

## ARTICLE XXXI

### WORKING ~~AND LEARNING~~ CONDITIONS

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

- 1.0 Counseling Services: All employees who perform educational services as defined in Education Code Section 49600 must hold a valid Pupil Personnel Services (PPS) credential. Unless mutually agreed to by the parties, the District shall not allow non-PPS credentialed employees (e.g. "advisors") to perform counseling duties. However, employees performing educational counseling services as of January 1, 1987 shall be permitted to continue with such services if so assigned, but shall be limited to one or two periods of counseling duties, if they have not yet obtained a PPS credential. Also, Education Code Section 49600 permits employees who do not possess the above credential to perform certain advisory services, but only if supervised by a credentialed educational counselor in an organized Board-approved advisory program. Any advisory program to be implemented by the District must be agreed upon by both UTLA and the District. **[CCL]**
- 2.0 Workspace: Each itinerant bargaining unit member shall be assigned an appropriate workspace at school sites to meet the requirements of the assignment, including but not limited to room and restroom keys, a workstation, access to copiers, updated computers or a laptop along with internet access, secure storage space and necessary assessment materials. For Counselors, PSAs, PSWs, Community Schools Coordinators and School Psychologists, this workspace shall be private and confidential when necessitated by the nature of the work. The site administrator shall identify and assign a workspace for the itinerant employee and publish that location in a manner accessible to all employees. If a workspace becomes unavailable during the semester, the itinerant employee shall be notified in writing no less than 24 hours in advance except in unforeseen circumstances and provided an alternative workspace. If a concern arises over itinerant assigned space, the Chapter Chair, impacted itinerant bargaining unit member, and Principal shall meet to determine a solution. If there is no agreement, a recommendation will **may** be brought to

the Local School LSLC for adoption discussion.—If a resolution cannot be determined at the school site, the District shall also provide an appeal process at the local district level to resolve any on-going disputes.

3.0 — [Reserved]

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

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

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

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

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

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

9.0 Access to School Facilities: Employees shall have equal access to all telephones, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable manner. Employees shall also have equal access to on-site parking spaces, including access to any keys/keycards needed for parking, except that parking spaces are to be reserved as follows:

- a. For identified handicapped staff members and for handicapped visitors as provided by law.
- b. For the school nurse, near the school entrance.
- c. No more than two spaces in elementary, three spaces in secondary, and three spaces in adult schools shall be reserved for staff having official school business requiring individuals to leave the school premises and return during school hours on a specific day.

9.1 Cleaning and Daily Disinfecting of School Facilities — The District shall ensure all classrooms, restrooms, and workspaces are cleaned daily. Certificated bargaining unit members shall not be expected to provide these services. The District will provide appropriately safe, clean, and sanitary work and learning spaces, including but not limited to the daily throwing out of trash, daily sweeping, daily vacuuming of rugs, and monthly mopping of floors.

The District will make all reasonable efforts to provide a safe and clean work environment. Certificated bargaining unit members shall not be expected to do the regular cleaning work typically done by custodial staff.

**[Moved ITD Task Force to Article XXV-A]**

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

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

12.0 The District shall commit to providing all students access to up-to-date, culturally relevant library collections. All school libraries shall receive an annual allotment of \$10 per student to be used at the Teacher Librarian's discretion for the purchase of new and replacement books, periodicals and technology.

14.0 The District shall increase healthy food options for students and families that address food insecurity, nutrition, culture and sustainable food sources. **[District response in Health Green MOU, Section 4.0]**

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

- a. Recommit to the goals of the 2019 "Green Spaces" Pilot Program MOU signed by UTLA and the District, the 2020 Green Spaces Task Force Report, and the 2021 "Creating New School Gardens and Campus and Community-Shared Green Space To Provide Outdoor Learning Opportunities and Create Sustainable and Healthy Environments" (Res 042-19/20) Resolution.
- b. LAUSD shall establish an Implementation Taskforce comprised of an equal number of district and UTLA appointees to ensure that schools with the greatest need are provided green space alternatives.

1. ~~LAUSD shall reduce pavement at 10 additional schools per year (beyond current already existing district commitments and using an equity index) each year through 2040.~~
  2. ~~LAUSD shall install retrofits for stormwater capture and reuse for landscape watering at 10 additional schools per year (beyond current already existing district commitments and using an equity index) each year through 2040.~~
- ~~c. Ensure the development of 30 Community School Parks by December 31, 2023, consistent with the Green Spaces Task Force Report (Feb. 2020) available to the surrounding community after school and on weekends.~~
- ~~d. Adopt similar standards to those presented in the 2021 CA Collaborative for High Performance School guide for all schoolyards in the district, including that at least 50% of schoolyard hard surfaces are green with new construction efforts and that at least 30% of existing schoolyard hard surfaces are green with modernization efforts. **[District response in Healthy Green Spaces MOU]**~~

03-17-23 District Initial Proposal  
03-30-23 ULTA Counter Proposal  
04-11-23 District Counter Proposal

ARTICLE XXV-A (NEW)  
Instructional Committees

- 1.0 Purpose: The purpose of this article is to identify specific instructional committees with the overall goal of improving the quality of instruction for students in the Los Angeles Unified School District. These committees shall be given specific tasks and objectives with parties' commitment to work in a collaborative manner to accomplish them. [AGREED]**
- 2.0 Curricula: Teachers shall have the opportunity to give input into the curriculum and pedagogy including the incorporation of SEL. [AGREED]**
- 3.0 LAUSD/UTLA District Assessment Committee: A joint District-UTLA committee shall meet **at least** ~~five (5)~~ **four (4)** times per year for the 2022-2025 school years. The committee shall be comprised of four (4) members from the District, four (4) members from UTLA, and four (4) parents (two (2) appointed by the District and two (2) appointed by UTLA.) These positions should include representatives of elementary, secondary and special student populations. The committee shall be charged with reviewing the purpose of assessments, types of assessments and the evidence-base use of assessments in the instructional program. **The District will endeavor to notify the committee of new centrally mandated assessments no less than ninety (90) days prior to the initial administration of the assessment. Prior to the start of next academic year, the District shall provide an inventory of all centrally-mandated assessments that will be administered for that year.**
- a. ~~Compile a list of all state and federally mandated assessments including the purpose, efficacy, length of time to administer and review, and cost.~~
- b. ~~Make recommendations to Reduce the number of and the amount of time necessary to administer and grade District assessments by at least 50% at each grade level to preserve instructional time.~~
- 4.0 LAUSD-UTLA Ethnic Studies Committee:
- a. The LAUSD-UTLA Ethnic Studies Committee: The LAUSD-UTLA Ethnic Studies Committee shall be comprised of members of the Division of Instruction, UTLA members, school site District administrators and community members Five (5) members of the committee shall be appointed by UTLA and five (5) by the District. The committee shall function under the direction of the Division of Instruction and will meet a minimum of three (3) times per year. The Ethnic Studies Committee shall have the following responsibilities:

1. Provide input on the implementation of the mandated course requirement of Ethnic Studies, including the definition of Ethnic Studies, Student learning outcomes, and a model course syllabi for courses in the fields of Ethnic Studies.
2. Provide input on the selection or design models or providers of professional development for new and current teachers of all disciplines Ethnic Studies. The goals of the professional development shall include but will not be limited to focus on pedagogical practices, content knowledge and be community responsive.
3. Provide input on the development or selection of curriculum and teaching materials to be purchased for Ethnic Studies including ethnic studies/multicultural literature, and culturally and community responsive pedagogy, and on-line programs or supplementary material.
4. Investigate methods for expanding Ethnic Studies course offerings that may include gender specific courses and sexual identity. **CCL**
5. Provide input on the development and design of a joint university/district certificate and UTLA/LAUSD salary point credits for teachers of Ethnic Studies. **[AGREED]**

**[Moved BSAP and Community Schools Steering Committees to respective Articles XXV-B & XXV-C]**

- 5.0 The parties agree to the creation of a joint LAUSD/UTLA task force with four (4) UTLA appointees and four (4) District appointees to improve District IT systems. This task force shall meet no less than three (3) times per school year and shall address study the following issues:
- A. Improving features in Schoology to more conveniently facilitate communication between families and educators
  - B. Improving the interface between Schoology and MiSiS (or equivalent) to streamline grading, attendance and communication logs
  - C. Creating/modifying Independent Study compliance documentation to be more user-friendly and efficient, particularly regarding Records of Assignments and monthly attendance certification
  - D. Exploring online learning platforms, and interfacing these platforms with Schoology
  - E. Potential technology needs and efficiencies for educators, students, and parents outside of UTK-12 **[AGREED]**

## ARTICLE XXV-B (NEW)

### BLACK STUDENT ACHIEVEMENT PLAN (BSAP)

- 1.0 Black Student Achievement Plan Schools: The Black Student Achievement Plan (BSAP) was approved by the LAUSD Board of Education in February of the 2020-21 school year. Funding allocations have been earmarked to address the longstanding systemic disparities and failures in educational opportunities and outcomes between Black students and their non-Black peers. The BSAP addresses the need for culturally responsive curriculum and instruction as the classroom norm, fosters partnerships with community-based organizations with proven track records of success within the Black community and provides increased staffing support to address the academic and social-emotional needs of Black students. [AGREED]
- 2.0 Auxiliary Period: In high schools designated by the District as group 1 or group 2 BSAP schools, an auxiliary period shall be provided in order to implement the Advanced Placement African American Studies course ~~not identified as priority schools per the provisions above, the following shall be provided:~~
  1. ~~An auxiliary period in high schools in order to implement the Advanced Placement African American Studies course.~~
  2. ~~An additional Academic Counselor in secondary schools with enrollment of 500 or more.~~
  3. ~~An additional certificated FTE in support of academic achievement and social emotional wellness in elementary schools~~
- 3.0 Professional Development: In schools designated by the District as BSAP schools, bargaining unit members will be provided professional development opportunities aligned to their roles, including but not limited to providing expanded and enriched learning opportunities for students based in culturally and linguistically responsive curriculum, and expanded social emotional support. For the 2023-2024 school year, each Group 1 BSAP school will be allocated an additional 20 hours of professional development for each UTLA Bargaining Unit Member.
- 4.0 BSAP Steering Committee: **Recommendations** regarding the District-wide implementation, expansion and maintenance of the Black Student Achievement Program shall be made by the BSAP Steering Committee (BSAPSC).
  - A. The BSAPSC shall be composed of fourteen (14) members, with seven (7) appointed by the District and seven (7) appointed by UTLA. No less than three (3)



of the appointees by both parties shall be from community organizations named in the (NAME AND DATE OF THE BOE ACTION). Steering committee members will commit to serve a one-year term starting July 1, 2023, though members can serve more than one year if a party re-appoints them. The appointment/re-appointment date shall be June 1<sup>st</sup> of each year, starting June 1, 2023.

- B. The 14 member BSAPSC shall be co-chaired by the one appointee from the District and one appointee from UTLA. The co-chairs, with the support of staff, shall set the schedules of meetings, agendas, etc.
- C. In **making its recommendations**, the BSAPSC will make every effort to strive for consensus. In cases where that is not possible, **recommendations** will be made by majority vote of the fourteen (14) voting members.

03-28-23 – District Proposal-Rev10:30  
03-30-23 – UTLA Counter Proposal  
04-11-23 – District Counter Proposal

## **ARTICE XXV-C (NEW) COMMUNITY SCHOOLS**

- 1.0 General: In accordance with the LAUSD Board of Education Resolution entitled “Embracing Community Schools Strategies in Los Angeles Unified School District”, the parties support the belief that every child is entitled to a quality public and District operated school in every neighborhood. To that end, the parties agree to advance shared goals that all students: 1) are healthy and ready to succeed in school; 2) graduate from high school; 3) complete postsecondary education; 4) acquire skills and knowledge for career success; and 5) thrive socially emotionally and contribute positively to the community.
- 2.0 Community Schools Steering Committee - The District shall maintain a Community Schools Steering Committee (CSSC) to support the implementation, expansion and maintenance of the Community Schools Program. The CSSC shall be composed of District leaders, LAUSD and UTLA Lead Coaches and Community Partners (Currently UNITE-LA). By June 30, 2025, the Community School Steering Committee shall produce an assessment of the Community Schools transformation process at the designated schools and provide recommendations.
- 3.0 Community Schools Additional Certificated FTE: For the term of this 2022-2025 Agreement, 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.
- 4.0 Professional Development: All bargaining unit members at each Community School shall be provided with training on best practices for the Community Schools transformation process, including but not limited to:
- A. providing integrated student supports, including restorative practices
  - B. providing expanded and enriched learning opportunities for students based in culturally and linguistically responsive, community-connected curriculum
  - C. ensuring active family, youth and community engagement
  - D. developing collaborative practices for decision-making
- 5.0 Community Schools Steering Committee: The District shall maintain a Community Schools Steering Committee (CSSC) to support the implementation, expansion and maintenance of the Community Schools Program. The CSSC shall be composed of District leaders, LAUSD and UTLA Lead Coaches and Community Partners (Currently UNITE-LA). By June 30, 2025, the Community School Steering Committee shall

produce an assessment of the Community Schools transformation process at the designated schools and provide recommendations.

5.0 Appropriate Workspace: In accordance with Article XXXI, Section 2.0 of this agreement, Community Schools Coordinators shall be provided an appropriate workspace which shall be private and confidential when necessitated by the nature of the work.

6.0 Charter Co-Location: In accordance with Article XIX, Section 8.0, 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.

- 05-17-22 UTLA Proposal
- 08-25-22 District Counter Proposal
- 02-15-23 District Counter Proposal
- 03-06-23 District Counter Proposal
- 03-18-23 District Counter Proposal
- 03-18-23 UTLA Counter Proposal
- 03-20-23 District Counter Proposal
- 03-20-23 District Counter Proposal 1245 p.m.
- 03-20-23 UTLA Counter Proposal 2:00 p.m.
- 03-20-23 District Counter Proposal 4:30 p.m.
- 03-30-23 UTLA Counter Proposal
- 04-11-23 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. [AGREED]
- 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.

In cases where a, b and c above are not feasible, the following will apply:

2.1 Compensation at \$1,250 per semester in which the District has exceeded the class size cap by (4) four or more students.

Compensation at \$1,250 \$600 \$750 per semester in which the District has exceeded class size cap by one (1) or two (2) \$1,500 \$ 750 \$1,000 when class size cap is exceeded by three (3) or four (4), and \$2,000 \$1,000 \$1,500 when class size cap is exceeded by five (5) or more for at least one classification period following norm day.

~~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.~~

~~d. Compensation at \$750 per semester in which the District has exceeded class size cap by 2 or more for at least one classification period. for teachers at their daily per pupil hourly rate (hourly rate of pay divided by the class size maximum) for each hour in which the maximum is violated multiplied the number of students beyond the class maximum.~~

~~2.1 All Special Day Classes shall be limited to no more than 2 consecutive grade levels.~~

3.0 In accordance with California Education Code Section 56195.8 (c), the maximum class caseload for an RSP teacher shall be 28. **[CCL]**

4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school of attendance. **[CCL]**

~~4.1 IEP Rights: Substitute Coverage for both general education and special education teacher, inclusive of RST, for the entirety of the IEP.~~

4.1 IEP Rights: Release Time/Substitute Coverage:

a. Substitute coverage shall be provided for special education teachers for the duration of IEP team meetings including any time outside of their scheduled conference periods.

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

c. Every effort shall be made to provide substitute coverage for RSTs for the duration of the IEP team meetings.

d. Release time will be provided for Itinerants, for whom there are no available substitutes. **[AGREED]**

~~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. The temporary reassignment of paraprofessionals shall be non-reoccurring in nature whenever practical.~~ shall be non-recurring in nature and spread the temporary reassignment of paraprofessionals to keep reassignment of paraprofessionals be non-reoccurring in nature evenly among the department or programs whenever practical.

7.1 ~~All efforts shall be made to ensure that~~ 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, ~~in which all efforts shall be made to provide~~ two (2) ~~baseline~~ paraprofessionals.

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 three (3) full release days per year, at no loss of pay, to complete mandated assessments for students on their caseload. **[AGREED]**

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 2 The District shall provide special education teachers access to current norm-assessment protocols and online student record books. [AGREED]

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 [AGREED]**

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~~ **8 [AGREED]**

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 **60** students **[AGREED]**

Audiology 80 students

Deaf/Hard of Hearing 35 students

Language/Speech 55 students



Orientation and Mobility 15 students

Visually Impaired 30 students

~~16.0 Schools with Increased Inclusive Opportunities (UTLA agrees to drop and move to Inclusive Practices for Students with Disabilities MOU dated 03/17/23)~~

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. **(AGREED)**

05-12-22	UTLA Initial Proposal
08-25-22	District Counter Proposal
11-17-22	District Counter Proposal
01-19-23	UTLA Counter Proposal
01-26-23	District Counter Proposal
01-26-23	UTLA Counter Proposal
02-01-23	District Counter Proposal
02-01-23	UTLA Counter Proposal
03-17-23	District Counter Proposal
03-28-23	District Counter Proposal
03-30-23	UTLA Counter Proposal
04-11-23	District Counter Proposal

## ARTICLE IX

### HOURS, DUTIES, AND WORK YEAR

1.0 General Workday Provisions: It is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The workday for part-time employees shall be proportionate, or governed by the employee's individual employment contract. **[CCL]**

2.0 Sign-in and Sign-out: All employees shall, upon each arrival to and departure from their assigned work location, enter their initials on a form provided by the District. Itinerant employees serving less than a full day at a work location and Early Education Center employees shall also enter the correct time as part of their sign-in and sign-out. **[CCL]**

3.0 Minimum On-Site Obligation ~~For Full-Time Classroom Teachers~~: It is understood that all full-time classroom teachers (including Teacher Librarians) at a particular school or center (excluding those in the Division of Adult and Career Education) shall be assigned a minimum on-site duty obligation of uniform duration six (6) hours, but may have differing class schedules, hours of assignment and starting times. Teachers and other UTLA represented employees with 6-hour on site obligation times shall remain on-site for an additional hour on Mondays and Thursdays to participate in designated collaboration time and professional development activities.  
**[District drops this proposal – 03-28-23]**

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

<u>Grades</u>	<u>Before Instructional Day</u> 180 day	<u>After Instructional Day</u> 180 day	<u>Weekly Average Teacher Instructional Minutes (a)</u> 180 day
<u>Pre-K</u>	30	10	According to program requirements
<u>AM-PM Kindergarten</u>	30	40	1550 (b)
<u>Full Day Kindergarten</u>	24	40	1550
<u>4 UTK - 5/6</u>	<u>24-17</u>	10	1550
<u>6 - 12</u>	<u>7-5</u>	<u>6-2</u>	1550

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

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

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

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

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

- a. For full-time employees, their on-site obligation of eight (8) hours is inclusive of a thirty (30) minute duty-free lunch period. **[CCL]**

- b. For all Early Education Center teachers, their wages are inclusive of and recognize the professional duties performed on or off-site. **[CCL]**

3.3 DACE Teachers: Adult Education employees shall be at their assigned duty station at least ten (10) minutes before the first daily class or other assignment begins, shall remain at their assigned duty station at least ten (10) minutes after the last class or other scheduled period of work ends and shall also remain on-site beyond the minimum on-site hours as reasonably necessary to perform duties described in Section 4.0, below. **[CCL]**

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

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

- a. All employees paid on the Special Services Salary Table, including but not limited to psychologists, PSA counselors, and audiologists, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator. ~~Employees with eight-hour assignments may work two hours off-site to document, download and analyze data; update intervention plans; and fulfill other duties as needed. It is understood that all Student Health and Human Service Professionals and itinerants at a particular school or center shall be assigned an on-site duty obligation of six hours, but may have differing hours of assignment and/or starting times.~~
- b. Also subject to the hours and duties provisions of subsection a are non-classroom teachers paid on the Preparation Salary Table (including but not limited to counselors, "in-house deans," coordinators and advisers) who either (1) are assigned to a location other than a school site, or (2) ~~Voluntarily, at the time of initial assignment,~~ accept a position which includes extra pay for hours and/or

duties which are related to, or an extension of, their basic non-classroom assignments.

Incumbent school site counselors may accept a differential and or stipend if offered to extend their on-site obligation but shall not be required to do so.

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

3.6 Pupil-Free, Minimum and Shortened Days: The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil-free days, and is also to be observed on minimum days and shortened days unless early dismissal of staff is authorized by the immediate administrator. **[CCL]**

4.0 Other Professional Duties: Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials;

reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities and organizations related to their assignment; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of District property, equipment, material and supplies; and attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator. In the event of an emergency or in cases when an employee is required to participate in an activity outside of the contractual onsite requirement, the extended time shall be compensated at the employee's hourly rate.

4.1 Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be furnished by each classroom teacher upon request from the teacher's immediate administrator. No special format for a lesson plan shall be required. **[CCL]**

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

4.3 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. In secondary schools, under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. These meetings should not, except in special circumstances or emergencies, exceed one hour in duration. Agendas for faculty meetings are to be distributed at least one day twenty-four (24) hours in advance, and employees shall be permitted to propose agenda items. Employees shall be permitted to participate in discussions during the meetings. If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed. **[AGREED]**

4.4 Meeting on the Two Pupil-Free Days: Site administrators shall make a reasonable effort to limit required meeting time on the two pupil-free days (see Section

10.0c.) in order to provide time for class and room preparation. Such meetings are not to exceed 3 hours ~~one (1) hour~~ each day total unless a majority of the involved faculty consents.

4.5 Required Orientation In-Service for Teachers: Pursuant to California Code of Regulations 80026.5, classroom teachers serving on a full-time emergency permit shall attend two (2) 8-hour days of unpaid orientation in-services prior to the commencement of their first full-time teaching assignment as authorized by the emergency permit. Such employees who cannot attend the required in-service prior to beginning their teaching assignment shall attend the next scheduled UTLA/District sessions for an equivalent amount of time on an unpaid basis. Emergency permits for such employees cannot be renewed unless the above orientation in-service requirements are met. Required topics for the in-service shall incorporate state requirements and District priorities. Training shall be conducted by QED-C trained personnel or other personnel using QED-C developed modules in District-wide, cluster, complex, or school meetings. **[CCL]**

5.0 Duty-Free Lunch: Each employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator. **[CCL]**

5.1 The normal elementary lunch break shall be not less than 30 minutes and not more than 45 minutes (of which 30 minutes are duty free). Any lunch break longer than 45 minutes shall require agreement between the site administrator and a majority of the staff. The UTLA Chapter Chair is to assist in determining the desires of the staff. **[CCL]**

6.0 Secondary Preparation Period: Each regular full-time secondary classroom teacher (~~or library media teacher~~ including full-time CTE teachers and Teacher Librarians) shall be assigned five scheduled class periods weekly as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to Article XIV, Sections 25.0 and 28.0. ~~In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision.~~ Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.

6.1 Secondary ROC/ROP Weekly Preparation Time: Beginning with the 2019-20 school year, teachers serving under a Regional Occupational Center/Regional Occupational Program (ROC/ROP) Contract in Secondary Schools and teaching classes six (6) periods during the instructional day shall be assigned ten (10) additional hours

per month for professional duties including preparation for class, collaborative planning and conferences with parents, students, and staff members.

6.2 Adult Education Preparation Time: Beginning with the 2022-23 school year, DACE teachers shall be assigned one (1) hour of paid preparation time for every five ten (10) hours of class time for professional duties including preparation for class, collaborative planning and conferences with students and staff members. **(AGREED pending TA on Article XXI)**

7.0 Elementary Preparation Period: Each regular elementary classroom teacher shall be provided with a daily period of preparation of ~~40~~ **27** minutes within the minimum on-site obligation (~~30~~ **17** minutes before school, 10 minutes after school). In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. ~~A schoolwide schedule shall be established wherein PE and Arts teachers provide instruction for all students equitably. This time shall be provided as additional preparation time for Elementary classroom teachers. PE and Arts teachers shall be paid for a minimum of one (1) hour of preparation time per week. In situations where the PE or Arts teacher is absent, the affected classroom teacher(s) shall be compensated at their regular rate of pay for the lost preparation time.~~ Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where a majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay; provided, that additional pay shall not be authorized for any of the following:

- a. Supervision reasonably assigned on inclement weather schedule **[CCL]**
- b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or **[CCL]**
- c. Supervision of the teacher's students to and from the classroom; or **[CCL]**
- d. Any normally assigned basic duties apart from the above-described non-classroom supervision. **[CCL]**

7.2 The above rules are applicable to regular elementary programs. Elementary teachers who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined



elementary-secondary program the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the basic elementary rules; those teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers. **[CCL]**

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

#### **7.4 [MOVED TO ARTICLE XXXII]**

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

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

- (1) Supervision reasonably assigned on inclement weather schedules;
- (2) Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);
- (3) Supervision of organized student activities and student organizations;
- (4) For teachers who have a "T+" or coordinatorship differential which covers the supervision duties (provided that, in such cases, the District shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);
- (5) Supervision of the teacher's students to and from the classroom; or
- (6) Any normally assigned basic duties apart from the above-described non-classroom supervision.

- b. Assignment and Pay for Supervision: Commencing at the start of any school year, elementary teachers shall be permitted to place themselves (on a voluntary basis) on a "first call" list for paid supervision duties as needed, with the understanding that such services will be paid at the Extended Teaching Assignment hourly rate (Appendix E, Section 6.0). If from time to time the demand for paid supervision exceeds the capacity of the volunteer "first call" list, the remainder of the teachers will be subject to assignment on a rotating, non-voluntary basis, but will be paid at the individual's own regular rate of pay. **[CCL]**
  
- c. The above rules are applicable to regular elementary programs. Elementary teachers, who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary situation the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the above basic elementary rules, and the teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers. **[CCL]**

8.0 Additional Special Education Non-Classroom Time: Resource Specialist Teachers and Special Day Class teachers have supervisory responsibility for each student's total instructional program throughout each school day. The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and IEP requirements, the District shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers and preparation/conference by: **[CCL]**

- a. Integrating (mainstreaming) the students into regular classes and/or **[CCL]**
  
- b. Arranging for team teaching or other flexible scheduling of students within the Special Education program at the site. Such additional time is not guaranteed, but if provided, is to be in addition to the preparation time specified in Sections 6.0 and 7.0 above. Administrators shall make a reasonable effort to schedule a number of shortened days to accommodate some of the IEP conferences which Special Education teachers attend. **[CCL]**

9.0 Variations and Experimental Situations: It is not the desire of UTLA or the District to discourage reasonable experimentation with school schedules which may vary from the above-described normal patterns. However, affected employees and UTLA shall be consulted with respect to any such variations prior to implementation and approval of a majority of the faculty shall be obtained. **[CCL]**

10.0 Work Year: Employees may be assigned or reassigned to any of the following bases of assignment, provided that such change in assignment basis shall not be made for the purpose of depriving employees of holiday or accrued vacation benefits:

Certificated Assignment Days  
~~2016-17~~ **[AGREED]**

(Not applicable to Adult and Substitute Teachers)

NOTE: The following chart is for information only.

BASIS	ASSIGNED DAYS	PAID WORK DAYS*	PAID HOLIDAYS/ NON-WORKDAYS	PAID DAYS
A	261 <sup>***</sup>	248 <sup>**</sup>	<del>12</del> <u>13</u>	261 <sup>***</sup>
B	221	197	24	221
C	204	182*	22	204
E	234	210	24	234
K	214	192	22	214

\*Includes 2 pupil-free days, as applicable.

\*\*Includes vacation days and may increase by one day on leap years.

\*\*\*May increase by one day on leap years. [AGREED]

The following assignment basis definitions reflect assigned days, as set forth in the chart, above.

- A From July 1 to June 30, inclusive. **[CCL]**
  
- B 221 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent of Schools or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible B Basis", the 221 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular B Basis. **[CCL]**
  
- C 204 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible C Basis," the 204 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular C Basis. **[CCL]**
  
- E 234 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive. **[CCL]**
  
- K 214 days, excluding Saturdays and Sundays, but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive. **[CCL]**
  
- X Periods of assignment, as needed, not otherwise defined herein, including assignments in substitute, temporary, and relief status and the unclassified service). For use when an employee is not performing regular duties or when the employee is performing regular duties and the assignment is 10 working days or less. **[CCL]**

Z The period between the ending date of an employee's assignment basis in one school year and the beginning date of the regular basis for the following school year, the periods of unassigned time, or the intersession periods for year-round school employees. This is restricted to employees having regular status in other than A-Basis positions. For use when an employee is performing regular duties and the assignment is more than 10 working days. **[CCL]**