

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
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 02-01-23 District Counter Proposal
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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.

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.

3.0 Minimum On-Site Obligation: 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, but may have differing class schedules, hours of assignment and starting times. **(AGREED)**

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>	<u>After Instructional Day</u>	<u>Weekly Average Teacher Instructional Minutes (a)</u>
	180 day	180 day	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>1-UTK - 5/6</u>	21	10	1550
<u>6 - 12</u>	7	6	1550

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

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 31 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.)

- a. For full-time employees, their on-site obligation of eight (8) hours is inclusive of a thirty (30) minute duty-free lunch period.
- b. For all Early Education Center teachers, their wages are inclusive of and recognize the professional duties performed on or off-site.

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.

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. Teacher Librarians shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for ~~Library Media teachers~~ Teacher Librarians. **(AGREED?)**

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

- a. All employees paid on the Special Services Salary Table, including but not limited to psychologists, PSA counselors, and audiologists, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. ~~The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator.~~ Employees with eight-hour assignments may work two hours off-site to document, download and analyze data; update intervention plans; and fulfill other duties as needed. It is understood that employees with eight-hour assignments may have to work onsite for eight hours when necessary to complete the obligations of their assignment.
- 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) 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. (AGREED)

- 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. (numeration will have to be adjusted)
- e. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers.
- f. 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.

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; 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 administrator shall allow the employee to flex that time the following work day or at a mutually agreed-upon future date.

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.

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 and 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 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 inservice 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.

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.

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.

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 CTE Weekly Preparation Time: Beginning with the 2019-20 school year, teachers serving under a Regional Occupational Center/Regional Occupational Program (ROC/ROP) Contract in Secondary Schools and teaching classes six (6) periods during the instructional day shall be assigned ten (10) additional hours per month for professional duties including preparation for class, collaborative planning and conferences with parents, students, and staff members.

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

7.0 Elementary Preparation Period: Each regular elementary classroom teacher shall be provided with a daily period of preparation of 31 minutes within the minimum on-site obligation (21 minutes before school, 10 minutes after school). In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where a majority of the affected employees has approved of such a schedule. In situations

where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay; provided, that additional pay shall not be authorized for any of the following:

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

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

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

~~7.4 — If an Early Education Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period. The District shall make a reasonable effort to schedule aides to supervise the children in order to allow an uninterrupted preparation period. (AGREE TO MOVE TO ARTICLE XXIII)~~

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.

- a. The additional pay shall not be authorized for non-classroom teachers or for any of the following situations involving classroom teachers:
 - (1) Supervision reasonably assigned on inclement weather schedules;
 - (2) Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);
 - (3) Supervision of organized student activities and student organizations;
 - (4) For teachers who have a "T+" or coordinatorship differential which covers the supervision

duties (provided that, in such cases, the District shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);

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

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

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: a. Integrating (mainstreaming) the students into regular classes and/or 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.

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.

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 ^{***}	<u>248</u> ^{**}	42 <u>13</u> [AGREED]	261 ^{***}
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]

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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
04-11-23	UTLA 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 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: **(AGREED)**
- a. Transfer of ~~excess~~ student(s) to another class. **(AGREED)**
- b. The opening of an additional class ~~if sufficient students are available.~~**(AGREED)**
- c. The assignment of additional aide(s) to the class. **(AGREED)**
- ~~d. Compensation for teachers at their daily per pupil hourly rate (hourly rate of pay divided by the class size maximum) for each hour in which the maximum is violated multiplied the number of students beyond the class maximum.~~**(UTLA AGREES TO DROP 03/20/23, SEE 2.1)**
- ~~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 class size cap, \$1,500 when class size cap is exceeded by four (4) or more for at least one classification period following norm day.
- 3.0 In accordance with California Education Code Section 56195.8 (c), the maximum class caseload for an RSP teacher shall be 28.

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

4.1 IEP Rights: 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)

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.

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.

~~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 twenty-four (24) hours before temporarily reassigning a paraprofessional from an assigned classroom. The District shall endeavor to minimize the temporary reassignment of paraprofessionals from a classroom/program. The temporary reassignment of paraprofessionals shall be non-recurring in nature whenever possible.~~

~~7.1 All efforts shall be made to ensure that Special Day Programs shall have a minimum of one (1) paraprofessional during the instructional day without encroachment, with the exception of programs who primarily service students with autism and emotional disturbance who shall have two (2) paraprofessionals.~~

~~7.2 Baseline paraprofessionals shall not concurrently serve as Behavior Intervention Implementation assistants. (UTLA agrees to drop 3/30/23)~~

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. 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.

- 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.
- 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.
- 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.
- 12.0 Increased Special Education Funding: The Parties will work collaboratively to accomplish the purpose of increased funding for special education students.
- 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:
- a. Review itinerant caseloads and workloads and make recommendations to make assignments more equitable. The taskforce 253 Article XXII – Special Education 2019-2022 UTLA Contract 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.
 - b. Impact of direct vs. indirect services for students.
 - c. Recommendations and strategies to assist staff in making up lost services hours for students.
 - d. Strategies to better integrate/include students with disabilities into the general education program utilizing potentially available site-based resources.
 - e. Input for revising the evaluation system to better reflect the standards of the respective professions.

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.

14.0 Assessment: Upon request, special education teachers shall be given up to three (3) full release days per semester year, at no loss of pay, to complete-mandated assessments for students on their caseload. (AGREED)

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

14.2 The District shall provide special education teachers up-to-date access to current norm-assessment protocols and student record books. (AGREED)

15.0 Special Day Classes Cap Sizes

Type of Special Day Class Class-Size

Autism – General Education Curriculum (AUT C) ~~4~~ 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)

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UTLA 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.
- 2.0 Informal Leaves: Employees who desire to apply for informal permissive (unpaid) leaves of absence should refer to Article XII, Section 5.0.
- 3.0 Mileage: Mileage reimbursement shall be paid for miles driven between locations when an Early Education Center teacher is assigned to two locations per day.
- 4.0 Transfers Involving 8-Hour Assignments: See Article XI, Section 10.0.
- 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. 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.
- 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.
- 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.
- 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.

- 7.0 Vacation Scheduling: See Article XVII Holidays and Vacation.
- 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.
- 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.
- 10.0 Additional Compensation: An Early Education Center teacher shall receive additional compensation in the following circumstances:
- 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
 - 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.
 - 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.
 - 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.
 - 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.
- 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.

13.0 Early Education Center head teachers shall be permanent teachers if practicable.

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

14.1 District-sponsored trainings and professional development for Early Educators that is voluntary and 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 outside of their regular work hours and be compensated at their regular rate of pay for the lost preparation time.

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

ARTICLE XXV-A

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 four (4) times per year for the 2022-2025 school years. (AGREED) 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-based use of assessments in the instructional program. The district shall notify the committee of any and all new assessments no less than ninety (90) days before any additional assessment is administered. Prior to the start of the next academic year, the district shall provide UTLA an inventory of all assessments that will be administered in the coming academic year.

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)**

5.0 The parties agree to the creation of a joint UTLA/LAUSD 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 study and make recommendations on 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)**

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
04-11-23	UTLA 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.

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 School 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 semester for each 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 no less than 24 hours in advance except in unforeseen circumstances, and be 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 may be brought to the LSLC for discussion. The District shall also provide an appeal process at the local district level to resolve any on-going disputes. (AGREED)

3.0 — [Reserved]

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

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

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

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

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

~~8.0 — Continued Assignment of Aides and Teacher Assistants to a Teacher: Moved to Article XXII, Section 10.0~~

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

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

~~9.1 Cleaning and Daily Disinfecting of School Facilities - The District shall 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.~~

~~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.~~

UTLA PROPOSAL

April 11, 2023

MEMORANDUM OF UNDERSTANDING BETWEEN UTLA AND LAUSD

United Teachers Los Angeles (“UTLA”) and the Los Angeles Unified School District (“District”) agree to the terms of this Memorandum of Understanding (MOU) regarding the contractual work year for certificated bargaining unit members represented by UTLA.

1. The 2023-2024, 2024-2025, and 2025-2026 required work year for certificated bargaining unit members represented by UTLA shall include a five (5) day break from required service the week of Thanksgiving.
2. The 2023-2024, 2024-2025, and 2025-2026 required work year for certificated bargaining unit members represented by UTLA shall include no less than a three (3) week break from required service during the LAUSD Winter Recess.

UTLA

DATE

LAUSD

DATE