

Memorandum of Understanding
between
Los Angeles Unified School District and United Teachers Los Angeles
Non Classroom Positions – On-Site Obligation

This Memorandum of Understanding (MOU) is to memorialize an agreement between Los Angeles Unified School District and United Teachers Los Angeles regarding the on-site obligation of Non Classroom Teachers (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) assigned to a school site:

1. 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. Employees with eight-hour assignments may work one hour off-site to document, download and analyze data, update intervention plan; and fulfill other duties as needed. It is understood that employees on the Special Services Salary Table 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 at the employee's discretion 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 counselors, "in-house deans," and advisers) who do not receive any extra pay at the employee's discretion (see a., 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.

2. The coordinating differential applied to those employees accepting additional pay for additional duties covered by section b and c above shall be increased to \$10,000 per year (\$5,000 per semester). The differential shall also increase by the same percentage as all bargaining unit on schedule wage increases.

3. If an employee covered by this agreement (in section b-c) is required to provide classroom coverage) for 50% (three periods per day in secondary, or less than half-time in elementary) or more of their out of classroom assignment on any given day, they shall be provided with one hour of Replacement Pay in addition to their regular pay.

4. For those employees who choose (a) (see above) the seven hour onsite obligation by accepting a differential, (at the employee's discretion) and provide any additional, direct services to students that are provided at the reasonable direction of the administrator, must take place outside of the daily onsite ~~seven~~ eight-hour obligation and shall be compensated in the same manner as the classroom teachers at the site performing those same services. The administrator and employee must agree on a schedule that would allow the opportunity for the employee to have access to intervention programs in the same manner as the classroom teachers.

5. 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. These duties shall not include administrator duties and shall be agreed upon by the employee.

6. All employees who accepted the differential but who were directed in 2023-2024 to work 8 hours onsite shall be compensated at their hourly pay for the additional hour past the 7 hour onsite obligation agreed upon in this agreement.

This agreement shall become effective upon signing by both parties and apply to positions filled in 2024-2025 and 2025-2026 school year. This sideletter may be extended upon agreement by both parties.