

UTLA Proposals to LAUSD

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.

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
Pre-K	30	10	According to program requirements
UTK_ - 5/6	17	10	1550
6 - 12	5	2	1550

Elementary grades UTK – 5/6 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.

For Elementary programs in 180-day calendar schools, the total daily average preparation time is 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.)

- 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 Teachers Librarians: 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 Teacher Librarians.

3.5 Non-Classroom Teachers-Staff: For purposes of this Article, the term "non-classroom ~~teacher-staff~~" 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 and including out of classroom staff, itinerant teachers, instructional support service providers, nurses, and service providers on the special services salary table.

a. All employees— non-classroom staff paid on the C-basis or B-basis and those 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 for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments: All non-classroom staff paid on the C-basis or B-basis salary schedule shall have the right to retain a six-hour onsite obligation (per section 3.0), or to accept extra compensation for an eight-hour onsite obligation.~~

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~~ staff 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 (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.

d. All non-classroom ~~teachers~~ staff shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work.

e. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom ~~teachers~~ staff.

f. Supervision is not a regular duty of non-classroom staff, unless it is voluntary and paid. If required, it must be paid and assigned in a rotating and equitable manner.

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.

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 twenty-four 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.

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 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.

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 (including full-time CTE teachers and Teacher Librarians) shall be assigned ~~five scheduled class periods weekly~~ an average of 90 minutes per day (during the instructional day) as preparation ~~periods-time~~. 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. Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.

7.0 Elementary Preparation Period: Each regular elementary classroom teacher shall be provided with a daily period of preparation of 27 minutes within the minimum on-site obligation (17 minutes before school, 10 minutes after school) and a minimum of 120 minutes per week during the instructional day. In order to provide such preparation time, the District shall assign elective and physical education teachers to elementary campuses. All teachers at the site shall have equal preparation time. ~~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.

7.1 All Elementary and Secondary preparation time shall be utilized at the educator's discretion for professional duties including those listed in Sections 6.0 and 7.0 above. Administration may not schedule meetings or trainings during preparation time, unless approved by Local School Leadership Council.

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 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

- (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:

(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***	248**	13	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

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

- A From July 1 to June 30, inclusive.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.

10.1 The school calendar summaries are attached hereto as Appendix D.

11.0 Special Provisions

a. Nurses:

- (1) The District shall provide an in-service training program, or permit attendance at an accredited institution in order to help nurses meet their licensing renewal requirements. Such a program will be partially on a released time basis and partially after-hours.
- (2) If a nurse's scheduled duty-free 30 minute lunch break is interrupted for emergencies or special situations (see Section 5.0 above), compensatory time shall be granted or the lunch period extended so that the situation is handled in an equitable manner.
- (3) If nurses are required to work outside of their assigned annual basis, they must be granted

compensatory time off, or paid for the time at their regular rate.

b. Special Education:

- (1) Resource Specialist teachers shall not be assigned to teach or cover regular or Special Day Classes except in emergency situations of a non-recurring nature or as part of a plan to provide additional non-classroom time pursuant to Section 8.0 of this Article.
- (2) The District shall, in accordance with applicable statutes, provide staff development training to regular-program teachers who teach Special Education students. Such staff development training shall be treated as a priority purpose for use of the existing allocation of minimum or shortened days.
- (3) Special Education personnel who have been directed to be available at a given time for additional days of employment shall be informed as to confirmation or cancellation 30 calendar days prior to such additional employment.

c. Psychologists: Assessment and testing of Special Education students for initial placement, change of placement and three year re-evaluation shall be the responsibility of the School Psychologists.

d. Medical Procedures: No employee shall be requested or required to perform any medical procedure on a student (such as intermittent catheterization, injections, suctioning or drainage), except for a School Nurse or person otherwise trained and qualified.

e. Continuation Schools: Except in compelling circumstances necessitating confidentiality, continuation high school teachers shall, as soon as practicable, be advised of the reasons a new enrollee is being referred to the school.

f. Special Provisions for Novice Teachers: To assist with the retention of “novice teachers,” (those in their first school year of service as a teacher defined as the equivalent of 130 full-time paid days during the period July 1 - June 30), to the extent practicable, novice teachers shall:

- (1) Not be assigned adjunct duties (coordinatorships, coaching, auxiliary periods, activity assignments, etc.), and are to be exempt from “roving” assignments (see Article XXII, 11.0);
- (2) Be exempt from “traveling” assignments, i.e. teachers assigned to teach in more than one classroom per day; and

- (3) If secondary, be limited to no more than two preparations.

ARTICLE IX-A

ASSIGNMENTS

1.0 General: This Article is a composite of contractual items previously contained in Article IX (Hours) and Article XXXI (Miscellaneous). They have in several cases been reworded and/or placed in different order for purposes of clarity.

2.0 Uniform Staffing Procedures For All K-12 Schools:

a. Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers on any schedule finish service for the school year or four weeks before classes are selected, the site administrator shall prepare and post a matrix indicating the tentative number of classes for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The site administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible, but not later than twenty-one (21) calendar days prior to the teacher's last scheduled work day. Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two days of preparation time, the change of assignment must affect the majority of courses taught in a secondary assignment, and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time shall be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administrator. In any event, however, the time must be utilized by the end of the second week of student instruction.

b. Requests: Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) using a teacher preference form or other locally determined method. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

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c. Elementary School Assignments: Employees in elementary schools and in programs such as Early Education Centers, development centers and ungraded programs shall be deemed a single group for assignment purposes. In each of these schools, grade levels and classes shall be made pursuant to the following procedure.

d. Multi-Grades in Elementary General Education Classrooms: Every effort shall be made to avoid multi-grade classes in the general education program. Should a combination class be created, the site administrator in consultation with the grade-level chair will assign the multi-grade class(es) equitably among teachers assigned to the affected grade levels year-to-year. Priority consideration shall be given to combination classes when assigning paraprofessional support.

In schools with student enrollment of greater than 175 in grades UTK-5, general education teachers assigned to teach in a multi-grade classroom after norm day in order to comply with contractual class size minimums, shall be eligible to receive the following:

- i. A stipend of \$600 per semester in which the multi-grade assignment is in effect.

- (1) Grade Levels:

- (i) The site administrator, after consultation with the chapter chair, shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by grade level that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each grade level and by all grade levels as a whole, shall reasonably approximate the percentage of permanent teachers at the site.
- (ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the grade level positions for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed

to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the grade level openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines with documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.

- (iii) The site administrator shall then assign the non-permanent teachers to all the grade levels so that the percentage of otherwise qualified non-permanent teachers assigned to each grade level and to all grade levels as a whole, reasonably approximates the percentage of non-permanent teachers at the site. Such grade level assignments of non-permanent teachers shall be for a period of two years unless the site administrator subsequently determines with documentation that any specific assignment does not meet educational program needs or the site administrator and the teacher otherwise agree.

- (2) Classes: The site administrator shall assign all teachers at these sites to classes.
- (3) Sections 2.1 and 2.2 apply in the circumstances described therein.

e. Secondary School Assignments: For employees in each secondary school and in special education, wherever located, assignment to department and classes shall be made pursuant to the following procedure.

- (1) Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests.

- (2) Classes: Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, in a fair and equitable manner, taking into account seniority, qualifications and educational program needs.
- (3) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein

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

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

- (1) Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.
- (2) The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and binding.

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

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

a. The principal shall notify the UTLA Chapter Chair of all openings and vacancies. The principal and department or grade level chair working together shall reasonably determine who will fill the opening or vacancy.

b. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs.

c. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment.

2.2 Staffing Procedures After Norm Day: If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, transferee, substitute, or auxiliary assignments (secondary).

2.3 Staffing Procedures For Spring Semester In Secondary Schools: Any opening or vacancy shall be filled pursuant to Section 3.2 of this Article.

3.0 Department and Grade Level Chairpersons:

3.1 Department/grade level chairpersons shall, if the affected employees desire, be elected annually by the employees in the department or grade level, excluding substitutes and contract pool teachers. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and in secondary schools shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the secondary shortage fields identified by the District (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two previous years. In secondary schools, the vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools. For voting purposes in elementary schools, combination classes shall be deemed to be at the grade level of the majority of the students in the class. Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions.

3.2 Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the department's budget funds, establishment of the department's class offerings, assignments of department members to specific classes, and balancing department classes pursuant to Article XVIII, Section 4.0 (Class Size).

4.0 Determination of Whether There Shall Be Coordinator or Dean Positions at School Sites:

a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the school.

b. With respect to regular program dean positions, determination as to whether there shall be such a position shall be made

by the school site administrator in consultation with the Local School Leadership Council.

c. With respect to categorically funded dean or coordinator positions, determination as to whether there shall be such a position is to be made by appropriate statutory site councils.

d. With respect to coordinator positions in the Adult Education Division, determination of whether there shall be such a position at a school shall be made by the Assistant Superintendent for the Adult Education Division. That determination shall be reached after submission of a joint recommendation made by the Principal and the Chapter Chair, or individual recommendations in the event that they do not agree to a joint recommendation. As the Assistant Superintendent makes that determination, he or she shall respond in writing to each of the recommending parties. The following mandated subject areas in Adult Education may have full time coordinators: Elementary Basic Skills (Academic); Secondary Basic Skills (Academic); English as a Second Language, Citizenship, Parent Education, Programs for Older Adults, Programs for Disabled Adults, Vocational Education, Home Economics and Health. In Regional Occupational Centers and Programs (ROC-ROP), departments large enough to warrant a full time coordinator may have full time coordinators.

e. With respect to regularly-funded coordinator positions, determination of whether there shall be such a position shall be made by a majority of the votes cast by bargaining unit members, at the school location, in an election limited to that purpose.

f. Any claims alleging violation of the above procedures shall be subject to the alternate grievance procedures of Article V-A.

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

a. The position must be paid on the Preparation Salary Table;

b. The position must be full-time. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, or if two part-time positions are filled by one full-time coordinator at the same school, the selection process in 6.0 shall be followed);

c. The position does not involve carrying a rollbook; and

d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.

e. Elections are not applicable to supplemental coordinators such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.

5.1 Job Description and Eligibility for School-Site Election of Coordinators and Deans:

a. Job descriptions for any specially funded coordinator and dean positions shall be determined in the appropriate school-wide plan and/or by the appropriate funding source prior to the election. Prior to the election, job descriptions for other coordinators and deans shall be reasonably determined by the school site administrator, and notice of the available positions and job description shall be shared with the employees of the site.

b. The site administrator shall request that any eligible candidate for a dean or coordinator position submit a statement of interest. If fewer than two (i.e. zero or one) statements of interest are received from employees assigned to the school or location, the request for submission of statement of interest may be directed throughout all or part of the District.

c. To be an eligible candidate, a teacher must have permanent status, must have received "meets standard" performance ratings and, in the immediately preceding four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act.

d. An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment.

e. Election procedures for coordinators and deans differ, as described below.

6.0 Coordinator Selection Procedure at School Sites:

a. The site administrator shall select one eligible candidate from among the candidates who submitted a statement of interest, to serve in each available coordinator position. The site administrator shall then make public the names of the candidates who submitted statements of interest, and the name of the candidate selected to serve.

b. Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator candidate selected by the site administrator. The election shall be jointly supervised

and conducted by the site administrator and the chapter chair. Each employee's vote shall be proportionate to the number of hours/days the voter is assigned to the school site. At those school locations where there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator position is to serve.

c. Post-Election Procedures:

- (1) If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)
- (2) If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school. The site administrator and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year.
- (3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two-member team from the District/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.

d. With respect to Adult Education Programs at any branch locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site. Elections shall be conducted on the basis of one vote per teacher. A teacher working in more than one location, may vote at each location.

- (1) Coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency.
- (2) A certificated SIS Coordinator in Adult School shall be subject to confirmation elections.

7.0 Dean Election Procedure at School Sites

a. The school site administrator in consultation with Local School Leadership Council (or equivalent) shall determine whether or not a Dean position shall be established at the school. Bargaining unit members at the school location shall annually elect, in the Spring prior to the preparation of the matrix, all bargaining unit member deans from among the qualified candidates who submitted statements of interest.

Each vote shall be proportionate to the number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast.

b. At those school locations where there are both magnet and regular programs, each dean shall be elected annually by the bargaining unit members of any program they serve.

c. These elections are to be supervised jointly by the site administrator and chapter chair.

d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A.

8.0 Filling Vacancies After Norm Day: If a vacancy occurs in a dean or coordinator position after norm day or the end of the fifth week of the semester, whichever is sooner, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester. Prior to the next semester, the procedures in Section 6.0 (coordinators) and 7.0 (deans) above shall be utilized to fill the position for the next semester. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment.

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

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

10.0 Five-Year Out-of-Classroom Assignment Limitations at Non-School Sites:

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

The five-year rule for non-school positions does not apply to the following:

- a. Those serving in positions that require direct instruction or supervision of students for at least 50% of the working time;
- b. An incumbent named in a grant and whose compensation is a least 50% funded by that grant;
- c. No other candidate is qualified to fill the position or there are no other applicants for the position. The District will

be required to publicize all affected positions in the Spotlight or District Memoranda and with information provided by the District, in a timely manner, and UTLA may in its discretion publicize the position in the United Teacher newspaper. If no other applicant files for a position currently held by a five-year incumbent or a determination is made that no other candidate is qualified to fill the position, the incumbent shall be granted a new five-year limit in the assignment.

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

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

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

12.0 Uniform Staffing Procedure for Itinerant Assignments: Dependent on the administrative structure of the itinerant department, the District shall provide UTLA Chapter Chairs, who represent itinerant employees, and itinerant employees with a tentative list of specific available and unfilled positions, including special assignments, or programs/regions/Local Districts/administrative/supervisory areas. The list shall be provided at least ten (10) working days prior to the date that itinerant employee preference forms are due, and no later than April 1 of each academic school year. The tentative list should include the worksite location/region, program, qualifications (e.g. certifications, credentials, authorizations, licenses, training), and the assignment basis

(e.g. B, C, or E) prior to the distribution of the preference form, however the parties acknowledge that the tentative list is based on projections and therefore subject to change. Chapter Chairs for each itinerant program shall be provided a seniority list indicating the seniority date and credentials. Prior to the assignments for the itinerant employees, supervisors shall collaborate with the Chapter Chair of each itinerant program to determine the assignment method and review of the preference form. In collaboration with the UTLA Chapter Chair, Supervisors shall assign itinerant employees using the agreed upon by an assignment method determined for by each itinerant program. in consultation with the UTLA Chapter Chair, Staff shall be assigned in order of seniority considering other factors such as District/Program need, continuity of services, geography, distance between multiple work locations, and the unique/area expertise of the service provider. The only exception shall occur when the supervisor reasonably determines with written documentation that any specific assignment is not in the best interest of the education program. The written documentation shall be provided to the UTLA Chapter Chair and affected employee. If an employee is transferred to a different area from their preferred area and a vacancy becomes available, they will have the option to transfer back to their preferred area. In the case of a dispute to the assignment, the dispute shall be resolved pursuant to the procedures of Article V-A. If the exception determination is disputed, the employee may appeal the initial assignment to the Department Head or designee for final resolution of the matter.* The District shall make every effort to notify the employees of assignment changes no less than one (1) week before the end of the school year with the understanding that such assignments are subject to change.

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

ARTICLE XI-B

MASTER PLAN PROGRAM

1.0 Minimum Requirements for Participation in the Master Plan Program: The District shall determine from time to time (a) whether and to what extent a given school is to participate in the District's Master Plan Program; (b) the levels of skills and training required in order to be eligible to participate in the Master Plan Program at any given location; and (c) whether any individual employee meets those program requirements.

1.1 In order to be considered eligible to participate in the Master Plan Program, all teachers must possess a Bilingual Certificate of Competency (BCC); Bilingual, Crosscultural Language and Academic Development (BCLAD) Authorization; or equivalent authorization and provide one of the following:

- a. Content instruction in a District-approved Dual Language Program, including instruction delivered in a World Language setting in a Dual Language Program.
- b. Primary language content instruction in a District-approved Newcomer Program
- c. Class make-up is at least one-quarter Newcomers and/or Emerging, Expanding, or Bridging Bilingual students in an English immersion program for at least one-half of the teacher's instructional day.
- d. Non-Roster carrying educators who provide services to students or families in the student and family's primary language.

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

- a. Education Specialists - ~~Possess~~ a Deaf and Hard of Hearing (DHH) ~~credential and an American Sign Language Proficiency Interview~~ score of 4.0 or above.
- b. Assigned to teach and provide ASL content instruction in an approved ASL Bilingual Program without the assistance of an interpreter.

1.3 To assist schools and employees in these areas, the district will fund one (1) Dual Language Coordinator per region.

1.4 In order to understand and support the needs of American Sign Language (ASL) Bilingual Programs the district will provide one (1) ASL Specialist per region.

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

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

c. Non-Roster carrying educators who provide services to students or families in the student and family's primary language shall receive a stipend of \$5,400.

3.0 Dual Language Incentive: Teachers assigned to team teach the English portion of a District-approved Dual Language program shall receive a stipend of \$500 per semester.

4.0 Date of Eligibility for Salary Differentials: Employees who meet the qualifications for salary differentials as of Norm Day of each semester, and who thereafter continue in the same assignment, shall be paid the appropriate differential. Employees who meet the qualifications after Norm Day and who thereafter continue in the same assignment, shall be paid the appropriate differential upon verification of eligibility. The differentials shall be prorated in the case of part-time assignments and for those assigned for more than twenty (20) days but less than a semester. Whenever a school becomes newly eligible for the salary differential program, the eligible employees shall immediately become subject to the salary differential, consistent with the above pro-ration rules.

5.0 The District will include UTLA members in the development process of writing, updating and reviewing of all future Master Plans. UTLA participants will be selected by UTLA.

5.1 Any releases necessary to ensure participation will be provided by the District.

~~5.0~~ 6.0 The District and the UTLA Article XXX Bilingual Subcommittee shall continue to discuss issues and concerns related to the Master Plan including classroom organization.

7.0 Schools will have the autonomy to review and select curriculum pertaining to Dual Language, Emerging Bilingual, and Standard English Learner programs. Selected curriculum and digital resources will be provided and paid for by the District. Schools will not incur additional costs for selecting curriculum that best serves their student and program needs.

8.0 Newcomers: The District will provide schools with at least a 5% Newcomer student enrollment, additional funding to help with meeting the unique needs of students who may have recently arrived in the country. This may include additional compensation for analysis of transcripts, identifying accurate class placement, interpretation and creation of documents for students and parents and any other supports Newcomers and their families may need to ensure the enrollment, credit and/or class assignment is accurate and overall integration into a new school system is achieved.

9.0 The District will provide additional funding to provide target language support and intervention for Dual Language Programs, Emerging Bilingual Learners and Newcomers.

ARTICLE XII

LEAVES AND ABSENCES

1.0 Leave and Absence Defined: A leave is an authorized absence from active service granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service unless the employee's service would have otherwise been terminated. All other employees, except for those excluded in Section 2.0 below may qualify for absences but not leaves. Leaves are either "permissive" or "mandatory." As to permissive leaves, the term "may" is used and the District retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves the term "shall" is used and the District has no discretion as to whether the leave is to be granted to a qualified employee. The term "formal leave" refers to any leave of more than twenty days in duration. Formal leaves must be applied for in writing using the District form.

1.1 Employees who are on unpaid leaves and employees who exhaust their paid benefits while on paid leave are not eligible for District-paid health and welfare benefits while in unpaid status. As an exception, employees on approved unpaid Family Care and Medical Leave/Absence are eligible for District-paid benefits provided they are otherwise eligible for such benefits as provided in Section 24.8 of this Article. Also, employees in unpaid status may arrange for continuance of benefits under Article XVI, Section 9.0 COBRA. In addition, employees in unpaid status will have their assignment basis changed from annualized to un-annualized (pay as you work). Such changes may result in employees having been paid salary for which they are not eligible based on service provided. To avoid this, employees may request that their assignment basis be changed in advance of the start of the school year.

2.0 General Eligibility Provisions: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves. Other employees serving under written contracts of employment may qualify for such leaves if provided for in their contracts. All other employees, including substitutes, may qualify for certain paid or unpaid absences with no right to return; but are not eligible for leaves except for family care and medical leave, if eligible.

2.1 Subject to the restrictions specified in Article XIX, a day-to-day substitute or temporary employee may be paid for certain absences as specified in this Article, provided the employee was serving and not released at the close of the working day immediately preceding the day for which paid absence is requested; and the paid absence shall cease with either the return to service of the absent employee whom the day-to-day substitute was replacing or with the end of the projected assignment, whichever occurs first. However, such restrictions shall not apply in the case pregnancy disability (Section 10.2) or industrial injury absences (Section 13), or family care and medical leave (Section 24).

3.0 Rights Upon Return: Any employee returning from the leaves listed in this section of one calendar year or less shall be returned to the

location from which leave was taken, except that the employee may be transferred pursuant to Article XI, Transfers, if such a transfer would have been made had the employee been on duty. Such return rights are limited to the following leaves:

- a. illness
- b. industrial injury
- c. reduced workload
- d. pregnancy
- e. exchange
- f. sabbatical
- g. family care and medical leave of 60 working days or less
- h. any leave in which the employee was replaced by a substitute teacher (including a contract pool teacher working in a substitute capacity)
- i. childcare leave immediately following pregnancy leave, birth or adoption, but only for the balance of the semester or track, e.g., (July 1-December 31 and January 1-June 30) in which the childcare leave commenced; and only if the combined pregnancy leave and childcare leave does not exceed two semesters. As an exception that the childcare leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the childcare leave will be granted only for the balance of the semester or track in which the childcare leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

Employees returning from leaves other than as provided above may be subject to transfer pursuant to Article XI.

4.0 Restrictions: An unpaid leave or absence may not be converted to a paid leave or absence, except in the case of pregnancy disability as provided in Section 10.2 of this Article. No employee shall be eligible for a permissive leave from the District who has had three semesters of permissive leave during the six semesters immediately preceding the requested leave, except as provided in Section 11.0, 17.0 and 21.0. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Superintendent may, in his sole discretion, grant a waiver from this limit, for one semester. For Early Education Centers and other employees not assigned on the usual semester basis, the semester period shall be computed as being one-half of the normal annual assignment and the 65 working days shall be proportionately adjusted.

5.0 Application: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. Exceptions may be made in the sole discretion of the District. Applications for informal permissive absences not to exceed five days shall be submitted for approval to the immediate administrator. Applications for informal permissive absences in excess of five days shall be made to the immediate administrator and must be approved by the appropriate Local District Administrator or branch/division head.

5.1 For continuous programs (Year-round, Early Education Centers, etc.), the deadline for leave applications, unless otherwise provided, shall be April 15 for all leaves commencing during the period July 1 through December 31 and November 15 for all leaves commencing during the period January 1 through June 30.

6.0 Notification Requirements: Unless otherwise provided in this Article, an employee who intends to be absent for 20 working days or less must make every reasonable effort to notify the appropriate substitute office not later than 6:30 a.m. on the day of absence and notify the school or section to which assigned not later than 30 minutes before the schedule begins on the day of absence. Hourly rate employees must notify the school or center not later than one hour before the employee's class meets. When the absence is to be for one day only, employees may, when reporting the absence to the school or center, also give notice on intended return for the following day. All other employees returning to service must notify the school or section at least one hour before the end of the regular working day on the day before the day of anticipated return. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid. Notification requirements for an approved family care and medical leave shall be in accordance with Section 24.4 of this Article and Government Code Section 12945.2.

7.0 Cancellation of Leave: A request by an employee for cancellation of a leave or for cancellation of a request for a leave shall be granted unless an employee other than a day-to-day substitute has been assigned to fill the employee's position at the site. Exceptions may be made in the sole discretion of the District. The appropriate required credential or permit held at the time the leave was granted must be maintained, or the leave terminates and the employee is subject to termination. The employee shall be so notified.

8.0 Expiration of Leave: Two calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the District, the employee must notify the Personnel Office of an intention to return, or request an extension of leave, if eligible. Failure by the employee to give such notice, or to report to duty as directed after having given such notice, shall be considered abandonment of position and resignation from service. An exception to this provision or requirement shall be made if it was impossible for the employee to give the required notice. In the case of an early return from family care and medical leave, if the employee informs the District of a desire for early return the District will, if feasible, return the employee to service within two working days after the employee notifies the District of the request to return.

8.1 Return from Leave - Medical Review Committee: An employee not approved to return from a leave by the District Medical Director may appeal to a Medical Review Committee. The committee shall be comprised of a District physician, a physician selected and compensated by UTLA, and a third physician who shall be selected by the two physicians and compensated equally by the District and UTLA. A majority decision by the Medical Review Committee shall be final and binding.

9.0 Bereavement (Paid): An employee is entitled to a paid leave/absence from the District, not to exceed ~~three~~ five days, on account of the death of a member of the employee's immediate family if acceptable proof of death and relationship is provided and the leave/absence commences within ten calendar days of the death. If more than one such death occurs simultaneously, the leaves may be taken consecutively. If out of state travel is required and requested, an additional two days shall be granted. The immediate family is defined as the following relatives of the employee:

- a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
- e. Grandchild (includes grandchild of spouse, step grand-children, and grandchildren of cohabitant who is the equivalent of spouse)
- f. Brother
- g. ~~Sister~~ Sibling
- h. Any ~~relative~~ person living in the employee's immediate household

9.1 Traumatic Incidents: In the event of a traumatic incident that affects an employee's school/workplace community, educators may take up to five (5) days of leave that will not affect accrued illness/leave time. Traumatic incidents shall be defined as those events that require action from the school site crisis team and/or the LAUSD Mental Health team or criteria identified in Article XXIV section 5.7 The employee may request leave within 3 months of the incident.

10.0 Pregnancy and Related Disability (Paid and Unpaid):

10.1 Paid Disability Absence: For that period of time during which the employee (including temporaries and substitutes) is physically disabled and unable to perform ~~her~~their regular duties due to pregnancy, miscarriage, childbirth and recovery there from, ~~she~~they shall be permitted to utilize ~~her~~their illness absence pursuant to Section 12.0 of this Article.

10.2 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave (or, in the case of substitutes or temporaries, an unpaid absence) and still qualify for paid absence during the period of disability. This is the only exception to the general rule that paid leaves may only be taken from active status.

10.3 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as ~~she~~they and ~~her~~their physician determine that she must absent herself due to pregnancy disability, provided that ~~she~~they can and does continue to perform the full duties and responsibilities of ~~her~~their position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and ~~her~~their physician's release to return to active duty. District forms for such certifications, and application forms, shall be available at each site.

10.4 Parental Leave: In accordance with California Education Code section 44977.5, an eligible employee may take leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. To be eligible for the leave, an employee does not have to have worked 1,250 hours in the previous 12 months, but must have been employed for 12 months by the District.

a. While on parental leave, an employee will be granted four (4) weeks leave at full pay. For the following eight (8) weeks, the employee will receive 50% of their salary and may ~~must~~ use all his/her their accumulated illness/sick leave to be compensated for the remaining 50% for a period of up to twelve workweeks. Once the employee has exhausted ~~his/her~~ their accumulated illness/sick leave the employee will receive 50% of ~~his/her~~ their salary for the remainder of the twelve workweek period.

b. An employee shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

c. The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

d. Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to the FMLA and CFRA.

e. Substitute and temporary employees are not eligible for parental leave.

11.0 Child Care (Unpaid): An unpaid leave shall be granted to a permanent employee to care for such employee's own (including adopted) child of under five years of age. The leave, together with any renewal thereof, shall not exceed the equivalent of four semesters in duration.

11.1 A probationary employee shall be granted an unpaid childcare leave immediately following the pregnancy leave, birth or adoption, for the balance of the semester (or equivalent period of time in a year-round school, e.g., July 1-December 31 and January 1-June 30) in which the childcare leave commenced. The combined pregnancy leave and childcare leave shall not exceed two semesters. As an exception that the childcare leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the childcare leave will be granted only for the balance of the semester or track in which the childcare leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

11.2 Application may be submitted at any time but must be on file in the Personnel Office by April 15 for the fall semester and by November 15 for the spring semester. Starting and ending dates may be adjusted by the District to meet educational program needs, except in the case of the starting date for a child care leave which begins immediately after pregnancy leave or family care and medical leave.

11.3 Child care leaves of limited duration have return rights as provided in Section 3.0 of this Article.

12.0 Illness (Paid): An employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.

12.1 Subject to the restrictions specified in Article XIX, each employee shall accrue 0.05 hour of full-pay illness absence credit for each hour for which salary is received in a certificated assignment except for Auxiliary Teacher, Replacement Teacher, an assignment for which a lump-sum payment is or could be received, or salary received for sabbatical leave.

12.2 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) who is under contract (including temporary contract) for a full school year, who has accrued fewer than the number of full-pay illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness absence days which, when added to the accrued full-pay illness absence days equals the equivalent to 100 days of full and half-pay illness absence days.

12.3 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) shall receive credit for full-pay illness absence hours up to ten days (pro-rated for those employed for less than a full school year) prior to accrual. However, an employee

who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored.

12.4 An exception to the "active employee" requirement of Sections 12.2 and 12.3 will be made upon request once in each employee's career to permit qualification for the annual full and half-pay illness absence hours, even though the employee is unable to report to work at the commencement of the employee's annual assignment basis due to illness, provided the following conditions are met:

- a. The employee holds probationary or permanent status.
- b. The employee did not carry over any full pay illness hours from the previous year.
 - a. The employee has on file an illness leave request satisfying the requirements of Sections 12.8 and 12.9.

12.5 If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to the District the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability.

12.6 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year.

12.6 (a) Unused illness time for qualifying substitutes will roll over year to year but shall not exceed 120 hours.

12.7 When an employee is absent under this section and such absence is properly verified, the employee will receive full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half pay up to the total of half pay days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 12.3. Pay for absence shall not be made in increments of less than .3 hours (18 minutes).

12.8 An employee who is absent shall be required to certify the reason for absence. Also, the District shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability under this section before authorizing any compensation.

12.9 An employee absent from duty for any illness, injury, or other disability for more than 5 consecutive working days shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child

(Form 60.ILL) completed by the attending physician or a statement from the attending physician on letterhead attached to Form 60.ILL. Form 60.ILL shall be signed by the employee. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.

12.10 If a permanent employee resigns and returns within 39 months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless such had been transferred to another agency or used in computation of retirement allowance. Any other employee who resigns or is otherwise terminated and returns within 12 calendar months of the last date of paid service, shall be restored the number of hours of full-pay illness absence to which entitled, unless such has been transferred to another agency.

12.11 Catastrophic Illness Leave Program: Eligible employees may apply to receive full-pay illness donations through the District's Program of Donation for Catastrophic Illness and abide by its terms and conditions. This program is intended for those employees who are currently experiencing a catastrophic illness or injury and whose prognosis is that they are expected to return to work. Eligible employees may apply to receive full-pay donations through this program for up to two separate occurrences of a catastrophic illness.

13.0 Industrial Injury or Illness Paid: An employee who is absent from District service because of an injury or illness which arose out of and in the course of employment, and for which temporary disability benefits are being received under the worker's compensation laws, shall be entitled to a paid absence or leave under the following conditions:

- a. Allowable leave/absence shall be for up to 60 working days for the same injury or illness.
- b. Allowable paid leave/absence shall not be accumulated from year to year.
- c. An employee absent under this section shall be paid such portion of the salary due for any school month in which the absence occurs as, when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than the employee's full normal salary. For substitutes and limited term employees, full normal salary shall be computed so that it shall not be less than the employee's average weekly earnings as utilized in Section 4453 of the Labor Code. For purposes of this section the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- d. When an authorized leave/absence continues into the next school year, the employee shall be entitled to only the amount of unused leave/absence due for the same illness or injury.

e. Each employee who has received a work-related injury or illness which requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury on a form to be provided by the District. This written report must be submitted to the immediate administrator within two working days after occurrence if the employee is physically able to do so. The site administrator shall, as a result of an investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on the District's Emergency Medical Panel. When the employee files the report of injury or illness, the site administrator shall notify the UTLA Chapter Chairperson of the reported injury unless the employee requests that the matter not be so disclosed. Also, if the employee reports or alleges that the injury arose out of an act of violence, the administrator shall report the incident to the School Police.

c. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination; and (4) applied in writing to the District for such an extension, using a District form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the Office of Risk Management and Insurance Services. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the employee health coordinator. An employee may be required during the extended period to be evaluated by the employee health coordinator at any time.

g. Employees covered under Section f. shall have the right to be transferred to the next appropriate opening available in the same or adjacent geographic region.

13.1 Upon exhaustion of the above-authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.

13.2 An employee absent under this section shall remain within the State of California unless the District authorizes the travel outside the State.

14.0 Personal Necessity Leaves or Absence (Paid): ~~Subject to the limits set forth below, a~~An employee shall be granted a paid personal necessity leave as needed. ~~when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:~~

- ~~a. — Death of a close friend or relative not included in the definition of immediate family (as used in this section, the term "immediate family" shall be as defined in Section 9.0 of this Article);~~
- ~~b. — Death of a member of the employee's immediate family, when time in excess of that provided in Section 9.0 of this Article is required;~~
- ~~c. — Serious illness of a member of the employee's immediate family;~~
- ~~d. — Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;~~
- ~~e. — Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);~~
- ~~f. — Religious holiday of the employee's faith;~~
- ~~g. — Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;~~
- ~~h. — Other significant event of a compelling nature to the employee, the gravity of which is comparable to the above, which demands the personal attention of the employee during assigned hours and which the employee cannot reasonably be expected to disregard, limited to one (1) occasion in any school year.~~
- ~~i. — An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day.~~
- ~~j. — An appearance of the employee in court or governmental agency as a non litigant witness under subpoena for which salary is not allowed under Article XII, 18.3:~~
 - ~~(1) — Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;~~

~~(2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and~~

~~(3) The employee must return to work in cases where it is not necessary to be absent the entire day;~~

~~k. Conference or convention attendance pursuant to Section 19.0 of this Article;~~

~~l. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code;~~

~~m. Up to four hours of paid personal necessity leave and up to thirty six (36) additional hours of accrued vacation or unpaid leave not to exceed a total of (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.~~

~~14.1 The following limits and conditions are placed upon allowing a personal necessity absence:~~

~~a. Except as in l., above, and (1), below, The total number of days allowed in one school year for personal necessity absence shall not exceed six days per school year for a probationary, permanent or provisional contract employee, or subject to the restrictions specified in Article XIX, three days per school year for a day-to-day substitute employee.~~

~~(1) If personal necessity absence is taken to attend to the illness of the employee's child, parent, or spouse, up to six additional days shall be allowed in any calendar year (to total 12 maximum days - see b below) for probationary, permanent, or provisional contract employees. However, this provision does not extend the maximum period of leave to which an employee is entitled under Family Care and Medical Leave, regardless of whether or not the employee receives sick leave compensation during that leave.~~

~~b. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the employee is entitled.~~

c. The personal necessity leave shall not be granted during a strike, demonstration or any work stoppage.

~~d. The employee shall be required to verify the nature of such necessity. Such statement shall be filed with the appropriate administrator no less than five working days in advance of a religious holiday, court appearance or school visitation. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist.~~

15.0 Sabbatical Leave (Paid): A permanent employee shall be granted a sabbatical leave of absence for up to one year for the purpose of permitting study or travel by the employee which will benefit the schools and students of the District under the following conditions:

a. The allocated number of sabbatical leaves shall be: For 2004-2005, none.

b. The employee must have rendered satisfactory certificated service for at least seven consecutive years (of at least 130 full days of paid time) immediately preceding the effective date of the leave, not more than two of which may be in substitute status, unless the District in its discretion waives such requirement;

c. The employee must sign an agreement to study or travel according to a plan acceptable to the District;

d. The employee must agree to receive one-half of the applicable basic salary (excluding extra assignments) less appropriate deductions;

e. The employee must agree to render certificated service in permanent and paid status immediately following the leave which is equal to twice the length of the leave during a period not to exceed four times the length of the leave. An indemnity bond satisfactory to the District is required to assure such performance; and

f. The employee shall reimburse the District for the cost of the sabbatical salary and benefits in the event of non-compliance with any of the sabbatical regulations except for reason of death or physical or mental disability.

15.1 Sabbatical leave applications shall be filed by April 15, and once approved under paragraph 15.0 c. shall be considered on a priority basis; if more employees request sabbatical leaves for any school year than there are funds budgeted, the employees with the most complete semesters served in the District (or served since the last sabbatical, whichever is applicable) shall be granted the leave. If a tie develops, the employee with the lower seniority number established in accordance with Article XI, Section 6.2 shall be granted the leave. For purposes of determining priority, the second period of a split

sabbatical leave shall be considered a continuation of the first period. The first round of successful applicants shall be notified by June 1. There shall be prompt notification of subsequent approvals resulting from cancellations after the first round. However, if the employee would have been selected, and, as the result of the cancellation has already begun service for the Fall semester, that employee shall not be selected but shall have a priority for the Spring semester. This priority shall not extend to the next school year.

15.2 Interruption of the program of study or travel caused by serious injury or illness shall not be considered a failure to fulfill the conditions of study or travel upon which such leave is granted, nor shall interruption affect the amount of compensation to be paid such employee under the terms of the leave agreements, provided:

a. Notification of illness is given to the Personnel Division by means of registered or certified letter; and

b. Written evidence verifying the interruption of the travel or study due to illness is filed with the assignment office. A sabbatical leave cannot be changed to an illness leave before the expiration date of the sabbatical leave.

15.3 Involuntary call to active military service will justify the conversion of a sabbatical leave to a military leave without jeopardy to sabbatical salary already received.

15.4 An employee who fails to complete all of the requirements of the sabbatical leave due to illness in the family or other causes beyond the employee's control may receive compensation on a prorated basis if a portion of the requirements is completed.

15.5 If a sabbatical leave is cancelled pursuant to Section 7.0 of this Article, the following terms shall be applicable:

a. The leave may be converted to personal leave effective with the beginning date of the sabbatical leave; but sabbatical rights will be forfeited for the year following the year of cancellation;

b. An employee who cancels a sabbatical leave may request a return to duty. Upon return to duty the employee may be assigned temporarily to another site at the discretion of the District, but shall retain return rights (see Section 3.0) at the end of the originally scheduled sabbatical leave; and

c. An employee may apply for an exemption from any provision of this section on grounds that an emergency exists, and the Superintendent may thereupon waive any part of this section to permit the employee to return to service in the District without loss of sabbatical rights, but any sabbatical salary received must be refunded.

16.0 Exchange Leave: An exchange leave shall be granted to a permanent employee in accordance with an agreement entered into by the employee and District under applicable provisions of the Education Code.

Applications must be filed with the Personnel Division by October 15 for leaves to be taken during the following year. Return rights to the previous work site shall be the same as for sabbatical leaves.

17.0 Personal Leave (Unpaid): An unpaid leave shall be granted to a permanent employee for a period not to exceed 52 consecutive calendar weeks, except as provided below, for a specific personal reason satisfactory to the District, including but not limited to the following:

- a. To be with a member of the immediate family who is ill (see Section 9 of this Article for the definition of the immediate family);
- b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the District;
- c. To rest, subject to the approval of the employee health coordinator;
- d. To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required;
- e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;
- f. To serve as a State Legislator--such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;
- g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature. Applications may be submitted at any time but must be on file in the Personnel Office by April 15 for Fall semester and November 15 for Spring semester. Paragraphs a, c and d above are not subject to these deadlines.

18.0 Government Order Leaves (Commissions, Military, Witness, and Jury Service)

18.1 Paid leave shall be granted for service on a Commission on Professional Competence established pursuant to the Education Code.

18.2 An appropriate military leave/absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code.

18.3 A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave may be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division.

18.4 The mutual intention of the District and UTLA is that jury service be encouraged, but also limited, as far as practical, to periods of time when the continuity of instruction and District operations will not be adversely affected.

a. An employee summoned to jury service in federal or statecourt shall notify the immediate administrator of such summons.

b. All bases except A basis. As a condition for paid absence, the employee shall seek postponement of the jury service so that it can be performed on the employee's recess or off-track period.

(1) Involuntary jury service commenced during the employee's recess or off-track period which inadvertently extends into the employee's assigned or on-track period shall qualify as paid absence for up to twenty working days from the start of the assignment or track.

(2) The twenty days limit shall be subject only to such exceptions which may be agreed upon by the District and UTLA.

c. A basis. As a condition for paid absence, employees assigned on A-basis, shall seek postponement to a date mutually agreed upon with the immediate administrator if the summoned date is disruptive to the continuity of instruction or District operations.

(1) As a further condition for paid absence, the employee shall request that the days of jury service be restricted to 10 consecutive days, whenever possible.

(2) After request is made for service limited to ten consecutive days and, if denied, a paid absence shall be granted for up to 20 working days subject to exceptions as may be determined by the District.

d. As for federal jury service, if the court denies the request for postponement, paid absence shall be granted for the term of the service.

e. All jury fees received while on District-paid status shall be remitted to the Accounting and Disbursements Division.

19.0 Conference and Convention Attendance: A paid leave may, in the discretion of the District and upon the recommendation of the appropriate superintendent, be granted for attendance at conferences and conventions sponsored by professional instructional organizations which are recognized by the State Board of Education or approved by the appropriate administrator under all of the conditions noted below. The District shall consult with UTLA regarding these matters.

a. Attendance must lead directly to the professional growth of the employee and the improvement of the educational program of the District;

b. Unless the employee is an official representative of the organization or is participating as a workshop leader or speaker at the conference or convention, the attendance must not necessitate assignment of a substitute for the employee or the payment of replacement teacher salary;

c. The attendance must not result in unnecessary duplication of participation by District personnel;

d. The attendance must not necessitate the reimbursement of any expenses by the District to the employee; and

e. A written or oral report of the conference may be requested by the appropriate administrator or superintendent.

For conference or convention attendance which meets the above standards, but is not approved for paid leave status pursuant to the above, the employee may utilize personal necessity leave under Section 14.0 of this Article.

20.0 Substitute Leave: A substitute leave may be granted to a permanent employee for a period not to exceed one year to allow service as a substitute in accordance with District need. Such an employee will be paid as specified in Article XIX. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will have the substitute leave cancelled and full-time service will be required. Applications must be on file in the Personnel office by March 15 for the upcoming school year.

21.0 Half-Time Leave: A regular Half-Time Leave shall be granted to allow a permanent employee or probationary Early Education Center Teacher to continue service for half of each working day. At the elementary level, a complementary partner with permanent status is required. At the secondary level, if one is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom health and human services employees, the total number of approved half-time leaves shall not exceed a maximum of 10% of the full-time equivalent positions in the classification. Current Health and Human Services employees on a Half-Time

Leave will be grand parented for purposes of such a leave. Exceptions to the "half of each working day" requirement, including the above-mentioned grand parented employees may be made in special circumstances but shall require written special approval of the Local District Superintendent upon recommendation of the immediate administrator. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human Resources office by April 15 for the fall semester and by November 15 for the spring semester.

21.1 Half-Time Assignment:

- a. New employees may be employed full-time and work one-half time with the other one-half time covered by a half-time leave pursuant to this section.
- b. In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.
- c. If the employee is unable or unwilling to accept a full time assignment in such circumstances, the employee shall submit a voluntary resignation.
- d. New employees hired pursuant to this section shall receive District paid health benefits pro-rated to the hours of paid service provided the employee contributes the balance of the full cost pursuant to Article XVI, Section 3.0 c.

22.0 Reduced Workload Leave: A reduced workload leave shall be granted annually to a permanent full-time employee, serving in pre-kindergarten through grade 12, to permit the employee to reduce a regular assignment to the equivalent of one-half of the number of hours required of full-time employment, provided all the following conditions are met:

- a. The employee shall submit a request annually to the Personnel Division prior to April 15 for a leave to be effective during the following school year, and the total of such annual leaves shall not exceed ten years.
- b. The employee has reached age 55 prior to the school year during which the leave is effective.
- c. The employee was assigned full-time in a certificated position with the District for at least 10 school years of which the immediately preceding 5 school years were consecutive, full-time employment. Time spent on approved leaves shall not constitute a break in the 5 school year sequence, but shall not count toward the service requirement.
- d. An assignment and schedule satisfactory to both the employee and the District is agreed to. The continuing assignment must be either for half of each working day for the entire school year, in which

case the specific assigned hours, must be agreed to by the employee and the immediate administrator, or for one complete semester of full-time service per year. Elementary teachers who wish to work half-time daily will need a complementary partner. Half-time arrangements must be mutually agreed to by the affected employees and the immediate administrator. Where no complementary partner is available, the elementary teacher will be limited to the option of full semester service. At the secondary level, a complementary partner with permanent status is required, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom, health and human services employees, the total number of approved leaves shall not exceed the maximum of 10% of the full-time equivalent positions in the classification. If the employee is assigned on other than the "C" basis, the leave shall be the equivalent of one-half of the number of hours of service required by the employee's current assignment basis. Exceptions to the above work schedules may be made in special circumstances, but shall require written approval of the Local District superintendent or his/her designee upon recommendation of the site administrator. In any event, the assignment shall be for the equivalent of at least one-half of the number of hours required for full-time employment; and the employee shall be placed on leave from the location in which half-time service is performed.

e. The employee agrees to have retirement contributions made based on the salary that would have been received had service been full-time for the complete school year.

f. The salary earned and paid must be at least half the salary the employee would have earned on a full-time basis. The employee will receive salary for the hours for which service is rendered.

22.1 Whether the employee is assigned for one complete semester of full-time service per year or half of each working day per year, the District shall maintain the employee's Health and Welfare benefits for eligible employees for the school year. This reduced workload leave is granted pursuant to Education Code Sections 22713 and 44922.

22.2 The period of service and leave under Section 21.0 or 22.0 may qualify for salary step advancement under Section 16.0 of Article XIV, and shall qualify for regular health/welfare benefits under Article XVI, Health and Welfare.

23.0 Disability Leave or Absence: An unpaid disability leave or absence will be granted on request to a probationary or permanent employee who has been awarded State Teachers' Retirement Disability benefits for up to 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first, subject to the following conditions:

a. The leave will be granted from the effective date of the disability benefits to the end of the school year in which the disability benefits begin. The leave will be extended annually for periods not to

exceed a total of 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first.

b. If the disability benefits are cancelled and the employee is determined to be able to return to service during the period of the leave, the employee will be referred to the District Medical Adviser. If the return is approved by the District Medical Adviser the employee will be returned to active service. An employee not approved to return by the District Medical Adviser may appeal to Medical Review Committee under 8.1 of this article.

c. A substitute or temporary employee who receives disability benefits shall be deemed unavailable for service, while receiving such benefits, for up to 39 months unless a separation from service is requested by the employee.

d. As an exception to the general rule regarding unpaid leave, employees placed on this leave shall be entitled to continued coverage under the medical, vision and dental plans of this Agreement, but not the life insurance plan in accordance with the provisions of Article XVI, Section 4.0.

24.0 Family Care and Medical Leave/Absence: (The following provisions may be changed when final regulations are adopted by the California Fair Employment and Housing Commission and the United States Department of Labor.) An unpaid Family Care and Medical Leave/Absence shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least 12 months and who has served for 130 workdays during the 12 months immediately preceding the effective date of the leave. For purposes of this section, furlough days and days worked during off-basis time shall count as "workdays." The Family Care and Medical Leave/Absence may be granted for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, the serious health condition of a child of an employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition.

24.1 Definitions: For purposes of this leave, the following definitions shall apply:

a. "Child" means a biological, adopted or foster child; a stepchild; a legal ward; the child of a cohabitant who is the equivalent of a spouse; or a child of a person standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability.

b. "Spouse" means a husband or wife or cohabitant who is the equivalent of a spouse.

c. "Parent" means a biological, foster, or adoptive parent; a person who stood "in loco parentis" to the employee when the employee

was a child; a stepparent; or a legal guardian; and does not include a parent-in-law.

d. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

e. "Health care provider" means an individual holding either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate issued pursuant to Article 4, Chapter 5 of Division 2 of the California Business and Professions Code, who directly treats or supervises the treatment of the serious health condition, or any other individual duly licensed to practice medicine in another state or jurisdiction or by any other person determined by the Secretary of Labor to be capable of providing health care services. The definition includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science practitioners.

24.2 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled work weeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave, effective July 1, 2007. An employee will be entitled to 12 weeks of leave during the 12-month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. For the period of time up to, and including June 30, 2007, the leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12)

normally scheduled workweeks in a fiscal year. An employee will retain the full benefit of 12 weeks of leave under whichever calculation method (either fiscal year, or 12-month period measured forward) affords the greatest benefit to the employee during a 60-day transition period. This transition period shall be from July 1, 2007 through August 31, 2007. Leave may be taken intermittently in one or more periods. In addition, the following provisions govern the length of the leave:

a. An employee who takes leave for the birth, adoption or placement for foster care of a child will be allowed to take leave of at least one hour (can be less than one hour, if necessary) within one year of the birth, adoption or placement for foster care of the child.

b. An employee who takes leave for health care provider certified recurring medical treatment or supervision to care for a seriously ill family member or because of the employee's own serious health condition, will be allowed to take leave of at least one hour (can be less than one hour, if necessary).

c. Any leave an employee takes for the reasons specified in Section 24.0 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified, except that family care and medical leave granted for the birth or adoption of a child or placement of a child for foster care must be concluded within 12 months of that birth or adoption or placement for foster care.

d. Leave caused by pregnancy, childbirth or related medical conditions under Subdivision 10.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave/Absence herein. Employees are entitled to the leave allowed under Section 10.0 and, in addition, up to the full 12 work weeks of family care leave.

24.3 Approval: Family Care and Medical Leave/Absences of 20 consecutive workdays or less can be granted by the immediate administrator. Leaves of more than 20 consecutive workdays can be granted by the District after submission of a formal leave application.

24.4 Notification and Scheduling: If the need for the Family Care and Medical Leave/Absence is foreseeable more than 30 calendar days prior to the employee's need for leave, the employee shall give at least 30 days notice. If less than 30 days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within one or two days of learning of the need for the leave, or as soon as practicable, whichever is earlier. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort, subject to the approval of the health care provider, to schedule the treatment or supervision to avoid disruption to the operation of the District's educational program.

24.5 Medical Certification - Family: For leaves/absences to care for a child, spouse or parent, as defined in 24.1, who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, certification from the health care provider which includes (1) the date if known, on which the serious health condition commenced, (2) the probable duration of the condition, (3) an estimate of the time that the health care provider believes the employee needs to care for the individual, and (4) a statement that the serious health condition warrants the participation of the employee to provide care.

24.6 Medical Certification - Employee: If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave must attach to the leave application, certification as specified in (1) and (2) of 24.5 above, plus a statement that, due to the serious health condition, the employee is unable to perform one or more of the essential functions of the employee's position. After such certification, the following procedures are available:

a. In the case of leave due to the serious health condition of the employee, the District reserves the right to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. Third health care provider can be requested by the employee or the District if the second opinion differs from the first opinion.

b. The method that shall be used to choose the third health care provider is as follows: The District and UTLA shall each choose a health care provider. The two health care providers will choose the third health care provider, whose opinion shall be final and binding.

c. If additional leave beyond that provided in the certification is required, the employee must submit re-certification by the health care provider and be eligible for additional requested leave.

24.7 Restrictions: In the event that parents who are both District employees each wish to take Family Care Leave/Absence for the birth, of their child, or placement for adoption, or foster care placement of a child during the same time period, the combined total amount of leave that will be granted such employees will be 12 work weeks during a fiscal year. These employees will still be eligible to take the remainder of their individual 12 week allotment for family care leave for a purpose other than the birth, placement for adoption, or foster care of a child.

24.8 Compensation and Benefits: The Family Care and Medical Leave/Absence shall be an unpaid leave and for all purposes treated comparably to other unpaid leaves except that the District will continue to provide the health and welfare benefits as provided in Article XVI during the Family Care Leave/Absence to an employee who is otherwise eligible for such benefits. However, an employee who does not return from such leave or who works less than 30 days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the employee does not return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave (either affecting the employee or an immediate family member) or (2) retirement, or (3) other circumstances beyond the control of the employee. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve weeks unless these benefits are provided by other provisions of the District/UTLA Agreement such as paid illness leave. For example, if an employee combines pregnancy leave with a family care leave, the employee will only be entitled to continued health benefits for the first twelve weeks of leave unless the employee continues on paid illness leave.

An employee who asks for leave for what would be a qualifying event for Family and Medical Care Leave/Absence and who has accrued vacation leave may elect, or the immediate administrator may require, the employee to utilize the vacation leave for this purpose, in lieu of unpaid status. An employee who takes leave for the employee's own serious health condition which prevents the

employee from performing one or more of the essential functions of the employee's position and who has accumulated illness days may elect, or the District may require the employee to utilize paid illness days for the leave.

24.9 Seniority; The period of the Family Care and Medical Leave/Absence shall not be considered a break in service, and the employee's seniority date shall not be affected by the time spent on leave.

24.10 Return Rights: An employee returning from a Family Care and Medical Leave/Absence shall be returned to the same or comparable position from which on leave and the same location from which the leave was taken, except that the employee may be transferred if such a transfer would have been made had the employee been on duty.

ARTICLE XVIII

CLASS SIZE

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

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

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

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

1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date." As of "norm date" the number of teachers to be assigned to a school shall be based upon the number of students listed in the teacher Allocation Tables and the staffing requirements of this Article.

1.2 For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:

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

b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position, and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.

1.3 Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:

a. From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to

register-carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register-carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.

b. After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register-carrying classroom teaching functions in classes or departments exceeding the expected class size.

1.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.

1.5 Class Size Arbitration Procedures: If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority, to consider all reasonable and practical options, up to and including the assignment of additional teachers to meet the class size requirements of this Article, but shall not have authority to award any monetary relief beyond any expressly delineated in this article.

~~1.6 If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.~~ (This appears to be an editing error in the current agreement)

2.0 Class Size Averages & Maximums for:

(The chart below has been edited to reflect full implementation of the UTLA 2025 proposal.)

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO (Predominantly Hispanic, Black, Asian, & Other Non-Anglo) PHBAO PHBAO Academic PHBAO Academic	UTK FK-3	<u>10:1 ratio</u> 22.00	<u>20</u> 25
	4-5 (6)	25.00	28
	(6) 7-8	25.00	28
	9-10	25.00	28
	<u>11-12</u>	<u>31.5</u>	<u>35</u>
PHBAO Non-Academic PHBAO Non-Academic PHBAO Non-Academic PHBAO Academic	(6) 7-8	36-25 <u>31.5</u>	39-35
	9-10	35-50 <u>31.5</u>	39-35
	11-12	35-50 <u>31.5</u>	39-35
	11-12	33-5	37

Desegregated/Receiver (Schools Governed by the Student Integration Program) <u>Academic</u>	<u>UTK</u> FK -3	<u>10:1 Ratio</u> 22.00	<u>20</u> 25
Desegregated/Receiver Desegregated/Receiver Academic Desegregated/Receiver Academic	4-5 (6) (6) 7-8 9-10 <u>11-12</u>	30.50 30.50 30.50 <u>31.5</u>	34 34 34 <u>35</u>
Desegregated/Receiver Non-Academic Desegregated/Receiver Non-Academic Desegregated/Receiver Academic Desegregated/Receiver Non-Academic	(6) 7-8 9-10 11-12 11-12	36-25 <u>31.5</u> 35-50 <u>31.5</u> 33-50 35-50 <u>31.5</u>	39-35 39-35 37 39-35

Type of School*	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	<u>UTK</u>	<u>10:1 Ratio</u>	<u>20</u>
PHBAO Magnet	FK -3	22.00	25
PHBAO Magnet	4-5 (6)	25.00	28
PHBAO Magnet	(6) 7-8	25.00	28
PHBAO Magnet	9-12	25.00	28
All Other Magnet	<u>UTK-</u>	10:1 Ratio	20
All Other Magnet	FK -3	22.00	25
All Other Magnet	4-5 (6)	27.5	31
All Other Magnet	(6) 7-8	27.5	31
	9-12	27.5	31

* In order to be considered magnet class in a magnet center, a class must contain more than 75% magnet students

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

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

2.3 Class Size Reduction

a. 11th and 12th Grade Academic:

- i. On July 1, 2025 both average and maximums will be reduced by one (1).
- ii. On July 1, 2026 both the average and maximums will be reduced by one (1) additional for a total reduction of 2.

b. Non-academic:

- i. On July 1, 2025 both the average and max at all grade levels and schools shall be reduced by 2.

- ii. On July 1, 2026 both the average and max at all grade levels and schools shall be reduced by an additional 2 for a total reduction of 4.

(Delete the below as implemented, changes reflected in the chart above)

~~a.—— On July 1, 2023, class size in academic classes (TK-12) in schools listed in Appendix X shall be reduced by 1 in both average and maximum from the table in section 2.0 above.~~

~~b.—— On July 1, 2024, Class size in academic classes in grades TK-12 in all schools not included in (a) above shall be reduced by 1 in both average and maximum from the numbers in section 2.0 above.~~

~~c.—— On July 1, 2024, class size in academic classes (TK-12) in schools listed in Appendix X shall be reduced by an additional (1) for a cumulative total of (2) in both average and maximum from the table in section 2.0 above.~~

~~d.—— On June 30, 2025, Class size in academic classes in grades TK-12 in all schools not included in (c) above shall be reduced by an additional one (1) for a cumulative total of two (2) in both average and maximum from the table in section 2.0 above, to be implemented in the following school year.~~

~~2.4 — Other Regular Program Class Size Averages & Maximums: (The union proposes to discuss the relevance of this language in 2.4 and to update or remove it in light of previously agreed upon class size reductions):~~

~~a.—— Elementary schools: Taken together, all classes at a school in grades K-3 are to average 24 students, and in grades 4-6 are to average 35.5 students.~~

~~b.—— Middle Schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.~~

~~c.—— Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.~~

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

2.6 Elementary General Education Physical Education: The District shall centrally fund one (1) Physical Education teacher for every 15 elementary classrooms.

2.7 UTK classes shall maintain a ratio of no more than ten (10) students per one (1) adult at all times.

3.0 Distribution of Students Within Grade Levels, Departments and Classes: Grade Level and Department Chairs (add SLC Lead Teachers if applicable) shall, as minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the grade level or department budget funds, establishment of the grade level or department class offerings, assignment of grade level or department members to specific classes, and balancing of grade level and department classes. Soon after the opening of school, each elementary grade level chairperson or secondary department chairperson shall call a meeting of the grade level/department for the purpose of attempting to reach consensus on recommendations to be made to the site administrator with respect to an equitable and educationally sound distribution of students, including students who may enroll at a later date. Notwithstanding the above, should a class size maximum be violated by two or more students, students will be evenly distributed among classes where possible. For example, if there are two 2nd Grade classrooms in a school and one is above the max by two (2) students then one (1) student will be moved into the other classroom so that both classrooms are one (1) student above the maximum, until such time as the violation is resolved. In secondary, if multiple class sections within the same credential area exceed the max, those classes will be evenly distributed among teachers in that department.

3.1 The parties agree that students should be equitably distributed across grade level and department classes. Said equitable distribution is subject to the grievance procedure.

4.0 Payment for Class Size Violations: Post norm day, in those instances in which class size exceeds the maximum dictated by this article, the affected teacher shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place

4.5.0 Grievance Process: Class Size Averages & Maximums

If the class size maximums in this Article are exceeded beyond Norm Day, the affected teacher may initiate a grievance in accordance with Article v of this Agreement in order to seek remedies in addition to the payment called for above.

5.6.0 Counseling Services: The District shall maintain a secondary school counseling services ratio of ~~500-1~~ 250-1 per secondary school. Once a school has exceeded ~~40%~~ 60% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 650 ~~1,200~~ students would have 2 secondary counselors, while a middle school or high school with ~~1,201~~ 651 students would have 3 secondary counselors). Post norm day, in those instances where a counselor(s) workload exceeds the maximum stated above the affected counselor (s) shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place. School Counselors will have the option to be on B- or C-Basis, at the discretion of the individual School Counselor.

56.1 Teacher Librarian Services:

a. The District shall provide one (1) full-time Teacher Librarian, five (5) days per week, for every library facility located on a secondary school campus.

b. The District shall provide two (2) full-time Coordinating Field Librarians (CFL) and two (2) Instructional Technology Applications Facilitators (ITAF) per LAUSD Local Region (16 total).

56.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school. In those instances in which the District fails to meet this obligation those nurses who cover the work of the vacant positions shall be paid an additional one hundred dollars (\$100) per day for each work day until the obligation is met. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place.

56.3 In the event that the District is not able to meet the obligations of Sections 5.0-5.2 6.0-6.2 of this Article by October 1st of each school year, if UTLA files a grievance for alleged violations of those Sections, the grievance will be immediately placed into abeyance for a period of thirty (30) days in order to allow the parties to explore options to resolved the alleged violation. Those options include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.

- a. The parties may mutually agree to extend the 30-day abeyance window.
- b. If the parties are unable to resolve the dispute informally during the abeyance period, UTLA shall be allowed to resume the grievance process.

The agreement of the parties to hold the grievance in abeyance notwithstanding, the District remains obligated to make any financial penalty payments to employees dictated by this article and under the timelines and terms of this article. Failure to do so is grievable separate from the violation being held in abeyance.

56.4 College Readiness: District shall provide a college counselor or college adviser to every high school with at least 900 students as follows:

- ~~a. Beginning with the 2023-2024 School Year – The District shall provide a college counselor or college adviser to every school listed in Appendix X with at least 900 students.~~
- b. a. Beginning with the 2024-2025 School Year – The District shall provide a college counselor or college adviser to all high schools with at least 900 students not included in (a) above. If the total number of students across all schools on a shared campus/location/site is at least 900 students, the District shall provide a college counselor or college adviser.

In those instances in which the District fails to meet this obligation, those school counselors and/or other staff who incur additional work as a result of the District's failure to meet this obligation shall be paid an additional one hundred dollars (\$100) per day for each work day until the obligation is met. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place.

67.0 Early Education Centers: Pursuant to State requirements, the allocation of staff is to be determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept). The previous sentence notwithstanding, the minimum staffing ratios will be 1 teacher to 4 students in those classes with 2 year old students and 1 teacher to 6 students in all other classes.

Post norm day, in those instances in which class size exceeds the maximum dictated by this article, the affected teacher shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place

78.0 Special Education: See Article XXII, Sections 1.0 - 2.0

(the union proposes to move the language in sections 8, 9, 10 and 11 below from the Student Support Staffing MOU into this article with the modifications highlighted in bold)

9.0 Psychiatric Social Worker (PSW):

~~a. Schools with an enrollment of 600 or more shall be provided with a centrally District Funded PSW position. LAUSD will provide centrally funded positions to schools at a ratio of 1:400 students.~~

b. Campuses that house multiple schools shall have the student population counted collectively towards the ratio in subsection a above.

~~b. Beginning July 1, 2025, schools with enrollment of 1,200 students or more shall be provided an additional centrally District funded PSW position (total of 2 FTE):~~

c. PSWs assigned to clinics: The District will provide centrally funded positions to schools at a ratio of 1:20.

d. PSW Program Facilitators: The District will provide centrally funded positions at a ratio of 1:5 clinic PSWs.

d. PSWs assigned to Education Related Intensive Counseling Services (ERICs): The District will provide centrally funded positions at a ratio of 1:25 students.

e. PSWs assigned as Mental Health Consultants: The District will provide centrally funded positions at a ratio of one position for every 20 schools.

f. PSWs assigned to Crisis Counseling and Support: The district will provide centrally funded positions at a ratio of 1:20 PSWs.

9 10.0 Pupil Services and Attendance (PSA) Counselor: Beginning July 1, 2024, the District will allocate a .5 FTE of a PSA to schools with chronic absence rates of 35% or higher. LAUSD shall provide centrally funded PSA positions in the following manner:

- a. At a ratio of 1:400. For schools with less than 400 students, the PSA will work at multiple sites for a total of 400 students
- b. For schools with chronic absence rates of 20% or higher will receive an additional 0.5 full time equivalent position (FTE) will be centrally funded.
- c. 5 PSAs per region to provide services to immigrant students
- d. The District will provide three hundred (300) FTE PSA counselors to serve as Specialized Student Services district-wide.
- e. PSA Counselors will have the option to be on B- or C-Basis, at the discretion of the individual PSA Counselor.

4011.0 Psychologist Services: On July 1, 2025 2024, the base allocation of School Psychologist at schools shall be increased as follows:

- a. One (1) centrally-funded School Psychologist at every elementary and secondary school
- b. One (1) additional centrally-funded School Psychologist at every secondary school with 1000 or more students
 - ~~i. Elementary Schools – From .25 to .35 full-time equivalent~~
 - ~~ii. Middle Schools – From .4 to .5 full-time equivalent~~
 - ~~iii. High Schools – From .5 to .6 full-time equivalent~~

4112.0 Arts Teachers: Arts teachers will be assigned to schools at a ratio of 1 arts teacher for every 10 homeroom classes in K-12.

4213.0 For all positions for which a class size maximum, caseload maximum, central funding commitment or ratio exists in this contract, post norm day, in those instances in which any of those maximums, ratios or central funding commitments are violated the staff member (s) who take on additional work as a result shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place

4213.0 Campus based student totals for ratio based staffing: For all categories above, campuses that house multiple schools will have their total student

population combined for the purposes of determining central allocation of positions based on position to student ratio or total student population counts.

4314.0 Class Size and Staffing Transparency:

- a. The District indicate class size maximums and averages prominently on each class's attendance document or system.
- b. The District will provide UTLA with a monthly class size and staffing report including Region, School Type, Campus, School, Norm Category, Instructional Director, Term, Department, Course #, Course, Course Grade Span, Section Type, Teacher, Period, Section, number of Students and Section Capacity.
- c. The District will notify parents/guardians of any class violations in their student's class.

4415.0 Student Support Staffing Task Force: The District shall create a UTLA-LAUSD Student Support Staffing Task Force. The task force shall include eight (8) UTLA appointees, including at least one (1) school counselor, PSW, PSA, and School Psychologist, and four (4) LAUSD appointees. The task force shall meet no less than six (6) times during each school year to identify best practices and strategies for the recruitment and retention of practitioners, development of recommended student-practitioner ratios, and support for the work of bargaining unit members in these position groups.

8-0-16.0 Class Size Task Force: A Class Size Task Force, comprised of five (5) UTLA appointees and five (5) LAUSD appointees, one (1) parent appointed by UTLA, and one (1) parent appointed by LAUSD, shall be established and maintained. The Task Force shall:

- a. Meet quarterly during District business hours, unless Task Force members mutually agree to schedule additional meetings at other intervals or times. District employees appointed to the Task Force shall be released from their regular employee duties at no loss of salary or benefits.
- b. Receive a monthly report from the District showing K-12 class sizes, including special education caseloads, for all LAUSD K-12 school sites.
- c. Review the monthly reports and identify patterns deserving further attention and analysis.
- d. Review all approved waivers related to class size averages and/or maximums.
- e. Explore options and strategies for reducing class sizes in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions.
- f. These subject matters to be discussed by the Task Force may include matters of consultation or permissive bargaining, as well as matters that fall within the scope of mandatory bargaining. However, the

Task Force shall not have authority to engage in bargaining, reach agreements or make joint reports/recommendations. Task Force members shall report back to their respective bargaining teams in an advisory capacity.

917.0 The District shall create a program to recruit and retain educators of color that includes partnering with teacher education programs from at least three local universities and/or HBCUs. This shall include an induction/mentoring program to recruit, support and retain educators, counselors and social workers of color. The District shall utilize UTLA bargaining unit members in recruitment efforts.

ARTICLE XIX

SUBSTITUTE EMPLOYEES

1.0 Salary and Benefit Provisions: For salary and benefit provisions, including Base Rate, Incentive Rate, Extended Rate and Inter-session/Summer/Winter Session Rate, refer to Appendix E.

a. The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous 11364 accrual rate factor for paid non-working days described in Section 2.0 and the 3% longer days factor.

b. Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table shall be paid in accordance with the rates listed in Appendix E. The rates set forth in the previous sentence shall also be the sole rates available to contract teachers serving as substitutes during unassigned periods.

c. Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (see Section 3.0.) shall be paid in accordance with the rates in Appendix E.

d. Continuity Rate Increase: Substitutes who serve in place of employees paid on the preparation Salary Table shall have their rates of pay increased by one hour of pro-rated pay per day effective the first day following the completion of service equivalent to 130 days during the school year.

e. Inter-session/Summer/Winter Session Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid at their hourly rate in Appendix E for a normal summer school day of four hours. Substitutes in a single assignment for the entire summer or winter session shall be paid at extended hourly rate in Appendix E retroactive to the first day of the assignment including any additional hours worked as may be required of non-substitute teachers in similar assignments. NOTE: Employees may have assignments of varying hours per day.

f. Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified, but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than \$139.37 per day effective July 1, 2004, except as provided in Section 2.0b.

g. As of July 1, 2001, Adult Education employees hired prior to July 1, 2001 serving as substitutes will be paid at the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001

serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.

h. Upon request, a Substitute working in a long-term assignment and/or a Substitute who has worked at least 100 days in each of the two preceding years shall be allowed to participate in District Professional Development Training on a space-available basis where funding is available or not required.

2.0 Incentive Plan: Incentive Plan substitutes serve in schools of particular need, as determined by the District, and thereby qualify for the daily incentive pay rate (Section 1.0c above). The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days.

a. Substitutes (including School Nurses) on the active waiting list of applicants for the Incentive Plan, and who serve at schools of particular need as determined by the District, shall be paid at the Incentive Plan rate for that day. See also Section 3.3c below.

2.1 Eligibility: Eligible substitutes may apply to enter the plan at any time. School Nurses shall be included in the Incentive Plan. The Incentive Plan shall be applicable only to substitutes who are serving in place of regular K-12 program employees paid on the Preparation Salary Table during the regular (September-June) academic year and who also meet the following qualifications:

a. Agree to serve in any grade level and/or subject field as reasonably determined by the District and at any school/center location according to District need.

b. Are available a minimum number of days of availability per week as specified by the District; the District retains discretion to establish the requisite days of the week and/or number of days per week of availability for any calling area.

c. Agree to serve as an incentive substitute for at least one semester.

Participants who do not continue to meet the obligations of a., b., and c. above, or who refuse an assignment, or who acquire more than five (5) unavailables during

semester may be dropped from the plan and may be ineligible for restoration to the plan for a minimum of one year.

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

2.3 Incentive Substitute Assignment Procedures:

a. Incentive Plan substitutes will be called for assignment pursuant to Section 5.3 of this Article, except that a limited number (at the District's discretion) of the participants with five-days-per-week availability may be assigned in advance on a daily basis to schools for service at those sites or be reassigned to other nearby schools as determined by the District. Substitutes with the longest travel distance will be given priority consideration for advance assignment.

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

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

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

3.1 Resident Substitute Program - Based on District and programmatic needs, the District may at its discretion and in consultation with UTLA initiate a Resident Substitute Program. This Program allows substitutes to serve in schools designated by the District in a daily capacity for one or more semesters. Resident Substitutes are assigned to the same school and serve as the first substitute of the day and provide support to classrooms at the discretion of the site administrator. The District will provide a list of participating schools on an annual basis. The selection of these schools will be clearly delineated to UTLA, this will include all criteria, metrics and all data relevant to the selection of these schools. Substitute employees wishing to become Resident Substitutes will

complete an interest survey indicating their preferred region. The Substitute Division will assign Resident Substitutes to schools based on seniority. Beginning December 2022, the employees selected shall receive the Substitute Residency rate of \$249.91 per day/\$41.65 per hour (refer to Appendix E for updated rates). Substitute employees participating in the Resident Substitute Program may accept Extended Rate assignments at their Residency school and may return to the Substitute Residency Rate at the conclusion of their Extended Rate assignment. The District shall solicit substitutes to participate in the program, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days. The District may renew the Residency Program on an annual basis with notice to UTLA.

3.2 A substitute may not be released from an assignment as the 21st day approaches in a general education assignment or the 17th day approaches in a special education assignment, for the sole purpose of preventing the substitute from qualifying for the extended substitute pay rate.

3.3 A substitute teacher who is assigned for ten consecutive days to an unfilled position in which the substitute teacher opens a class at the beginning of the school year or is assigned for ten consecutive days to an unfilled position in which the teacher closes a class at the end of the school year, or, in a secondary school, closes a class at the end of the semester, shall be paid at extended substitute rate.

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

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

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

a. a make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or

b. cancellation of an "unavailable" charged against the employee.

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

d. A substitute who had a weapon brandished at him or her related to and during the performance of assignment duties may specify a "Don Not Send" designation for that school without being charged with an "unavailable."

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

a. The District shall maintain a list of school schedules at an employee self-service website.

(1) Assignments to SBM schools with adjusted schedules will be offered in the same manner as to non-SBM schools. No special "non-available" notation will be made as a result of an assignment offer to a S.M. school.

(2) The substitute on-site obligation at S.M. schools with adjusted schedules will not be greater than normal, even if the teaching time is lesser or greater. Pay for substitutes at such schools will not be adjusted to reflect the revised schedules.

4.3 Calling Priority Order:

a. Contract pool teachers temporarily assigned to substitute pools, and year-round school teachers newly assigned or whose track is changed and who therefore need to make up time in order to complete one full year of retirement service credit.

b. Incentive Plan Substitutes (see Section 3.0.).

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

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

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

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

(1) Substitutes available five days per week.

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

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

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

4.5 During emergencies the above priorities may be temporarily suspended.

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

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

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

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

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

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

4.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not be honored for those on the standby list. A substitute who is placed on the standby

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

4.8 Upon request, substitutes shall be advised of their rank on the calling priority list.

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

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

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

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

6.2 A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated (e.g., UTP auxiliaries, other duties) shall be time-reported for the full time of the additional assignment.

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

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

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

- a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;
- b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;
- c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;
- d. Account for pupil attendance as prescribed by the school;
- e. Conduct class and enforce rules in accordance with school and Board of Education policies;
- f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods;
- g. Leave classroom in good order with a summary of the day's accomplishments;
- h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.

9.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited

to class grade level, subject matter, assignment address, general or special education assignment, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), IEP and 504 Plan information, and security and emergency plans. The school discipline policy shall also be provided upon request.

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

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

11.0 Other Calling Lists: Separate calling lists shall be maintained for Development Centers and Early Education Centers.

12.0 Toll Free Calling: The District shall maintain a toll free telephone line.

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

14.0 The Substitute Unit shall create and maintain separate lists of substitute employees with specific credentials (including but not limited to BCLAD, CTE, etc.).

15.0 Substitutes shall be paid for all required training, regardless of whether the training was taken onsite during a schedule work day.

ARTICLE XXII

SPECIAL EDUCATION

1.0 The District shall ~~make every reasonable effort to~~ adhere to the Special Education class size caps in section 15.0 of this article.

a. ~~After norm day of the 2021—2022 school year, the Special Education Division shall provide a monthly class size/case load report to UTLA for bargaining unit positions under the supervision of the Special Education Division. The district will establish and recognize a norm day for all special education classes. No special education classes will be closed after norm day.~~

~~a-b.~~ After norm day of the 2021—2022 school year, the Special Education Division shall provide a monthly class size/caseload/SESAC report to UTLA ~~for bargaining unit positions under the supervision of the Special Education Division.~~the caseload managers.

2.0 If a Special Education class has exceeded the ~~norm cap~~ by two or more students, ~~the teacher may notify the Special Education Administrator. Within ten (10) workdays of the notification, if the condition persists,~~ the District shall remedy the situation, after consultation with the affected teacher, by taking one of the following actions:

- a. The transfer of student(s) to another class.
- b. The opening of an additional class.
- c. The assignment of additional aide(s) to the class.

2.1 ~~—Compensation at \$625 per semester in which the District has exceeded the class size cap by two (2) students for at least one classification period following norm day. Compensation at \$1,250 per semester in which the District has exceeded the class size cap by three (3) or more students for at least one classification period following norm day. Compensation under this section shall not exceed \$1,250 per semester. The affected teacher shall be—~~ In those instances where the caseload/SESAC exceeds the maximum caps dedicated by this article the affected teacher shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place.

- a. All rosters on Welligent and/or MISIS as well as the SESAC shall accurately reflect any adjustments in caseloads and/or class size.
- b. The teacher may file and Informal Conference following the procedure outlined in Article V 7.0.

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 shall be provided 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.

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 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 make every effort to minimize the temporary reassignment of paraprofessionals from a classroom/program. The temporary reassignment of paraprofessionals shall be non-recurring in nature whenever possible prioritizing student need. Any temporary reassignment of paraprofessionals must be discussed with the affected teacher at least twenty-four (24) hours prior. A contingency plan must be provided to minimize the impact to the program.~~

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 disability disturbance who shall have two (2) paraprofessionals. These minimums apply to Special Day Programs at Early Education Centers, Virtual Academy programs, Special Education Centers and Career and Transition Centers.

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 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 day per year, at no loss of pay, to complete a federally mandated assessment for students in their class/caseload.

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

14.3 Resource Specialist Teachers and Designated Instruction and Service Providers, inclusive of school psychologists, shall be compensated up to two (2) hours of pay at their regular hourly rate for each initial assessment beyond five (5) per year.

15.0 Special Education Class Size and Designated Instructional Services Caseloads

<u>Type of Special Day Class</u>	<u>Class Size</u>
Autism – General Education Curriculum (AUT C)	10 (9 beginning July 1, 2024)
Autism – Alternate Curriculum (AUT A)	6
Deaf Education / Hard of Hearing	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 Center*s	10
Preschool Collaborative Class with Universal Transitional Kindergarten (UTK/PCC)*	8
Preschool Comprehensive Program (PSC)*	8
Emotional Disturbance (ED)	8

Intellectual Disability Moderate (IDM)	<u>42-9</u>
Intellectual Disability Severe (IDS)	<u>40-6</u>
Multiple Disabilities (MD) <u>Multiple Disabilities/Orthopedic (MDO)</u>	8
Specific Learning Disability (SLD)	12

<u>Designated Instruction and Services</u>	<u>Caseload</u>
Adaptive PE**	60 <u>40 students in Early Education programs*</u> <u>55 students in all other programs</u>
Audiology	80 students
Deaf <u>Education</u> Hard of Hearing	<u>35</u> students or 10 service hours per week
Language/Speech**	55 <u>40 students in Early Education programs*</u> <u>50 students in all other programs</u>
Orientation and Mobility	15 students
Visually Impaired	30 students
<u>Resource Specialist Teacher</u>	<u>28 Students</u>
<u>Occupational/Physical Therapy (OT/PT)</u>	<u>30</u>
<u>Recreational Therapy (RT)</u>	<u>30</u>

(a) If ~~optimum~~ class ~~norm~~ cap is exceeded by two for a temporary period of time which exceeds one month, a referral may be made to the Area Coordinator, Special Education, who may contact the Associate Superintendent, Special Education, for assistance.

(b) Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year.

(c) For designated instruction and services, if optimal caseloads are exceeded by two (2) for a period of time which exceeds one month, a referral may be made to the Workload/Caseload committee unless otherwise prohibited or inconsistent with applicable law or the Modified Consent Decree. The Committee may refer

the issue to the Associate Superintendent for Special Education or the Executive Director for Student Health and Human Services.

15.1 The above class sizes and caseloads apply to all Special Education Programs including all Early Education Centers, Virtual Academy programs, Special Education Centers and Career and Transition Centers.

15.2 Caseloads are inclusive of non-public schools and charter school students.

15.3 Caseloads outlined in 15.0 are inclusive of all students served across all assigned schools and school codes.

15.4 All early education special education programs will mirror the state student to adult ratio of early education general education programs unless the state ratio is higher than the ratio outlined in 15.0.

15.5 Class size and caseload caps will be noted in Welligent and all digital and printed class rosters.

15.6 Special Education classes shall be limited to two grade levels.

15.7 The parties agree to continue discussions on Special Education Class Size and Caseloads in conjunction with the anticipated restructuring of Special Education Services pursuant to Article XXII, Section 8.0.

*Refers to Early Education programs outlined in 15.0

**In the case where a caseload is a combination of Early Education programs and all others, the students in Early Education programs will count as 1.375 towards the higher caseload. For SLPs who work with students on permanent or temporary status for an Alternative Augmentative Communication (AAC) device shall count as 1.375 towards the caseload.

16.0 Illness, Personal Necessity, Kin Care and Long-Term Substitute Coverage for Designated Instruction and Service Providers: In cases where substitute coverage is not available or provided for DIS Providers, the district will:

- a. Arrange for students to receive services by an Itinerant provider or
- b. Upon return, offer the opportunity to provide services outside school hours, compensated at hourly rate.

17.0 Specialized and Targeted Support:

- a. In cases where a student with a Behavior Support Plan participates in inclusion, mainstreaming or any other program in which the student is in a general class setting, the District will provide two (2) hours total for the review, collaboration and preparation of the Behavior Support Plan.

b. In an effort to increase parent participation and access, the District will hold parent meetings and trainings based on school feeder patterns.

~~46.0~~ 18.0 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.

19.0 The parties are in discussions regarding program restructuring. The union reserves the right to bring this and related issues forward in these negotiations at a later date.

ARTICLE XXII-A: SPECIAL EDUCATION INCLUSION PROGRAMS

As the Los Angeles Unified School District (District) moves toward a more inclusive learning environment for Special Education students, as identified by the district, it is the District's responsibility to create a collaborative and structured program to ensure the educational and socio-emotional growth of all students, but especially those who are most vulnerable. Therefore, United Teachers Los Angeles and Los Angeles Unified School District agree on the following principles that support and promote collaborative inclusive special education program models:

- a. The development of expanded inclusive program models in school communities will be supported by all school interest holders.
- b. School created expanded Inclusion Plans will be preserved and maintained, and not subject to contraction or mid-year reduction as a result of lower than projected enrollment. Upon request by UTLA, the District will provide a copy of requested Inclusion Plans
- c. The District will provide support for initial program development and require sufficient time for development of a school vision, planning, collection of data, and the organizing of buy-in from all interest holders.
- d. Upon request, schools who wish to revisit the implementation of an Inclusion Plan and ensure items a-c referenced above, will be allowed to do so. For schools who make such a request, the district will provide up to three release days for all members of the Inclusion Steering Committee to revisit and update their current Inclusion Plan.
- e. Schools wishing to explore expanded inclusion will be required to utilize the upcoming school year as a planning year.

1.0 Program Structure

- A. No special education teachers shall be displaced after the beginning of a school year at a school that is implementing or has implemented an expanded inclusion program.
- B Schools will be required to on a yearly basis write and submit an Inclusion Implementation Plan. Implementation plans shall include the following:
 - i. Vision Statement which identifies the Inclusion model of choice and defines roles and responsibilities of implementation.
 - ii. Verification of interest holder meetings
 - iii. Facilities capacity assessment form
 - iv. Projected enrollment
 - v. Description of instructional program
 - vi. Description of plan for Matrix development that includes structural collaboration and planning time, within the contractual

workday, for each special education teacher and each general education teacher with whom they co-teach.

vii. Ensure an equitable distribution of students with IEPs across all content areas.

viii. Ensure that inclusion classes have equitable staffing and support for the students with IEPs in those classes.

ix. The date, time, and setting of formal observations conducted as part of the teacher evaluation process, for special education teachers participating in an expanded inclusion program, shall be unilaterally determined by the teacher. The observation will only be reflective of the specific teacher being observed.

C. The caseload size maximum for all special education teachers at expanded inclusion schools shall adhere to the class size caps and designated instruction service caseloads outlined in 15.0.

D. General education classes shall be consistent with the provisions of the UTLA-LAUSD collective bargaining agreement Article XVIII, with special education students participating in each class as part of the expanded inclusion program counted as part of the contractual class size maximum.

E. The District shall provide a Special Education Coordinator (distinct from Intervention Coordinator) and Special Education Clerk to all schools implementing an inclusion program educational model.

F. In order to help schools develop and update their Inclusion Implementation Plan, the District shall provide materials and resources based on research, pedagogical theories, and best practices for expanded or full inclusion at each of the schools offering an inclusion program.

G. Beginning July 1, 2025, all schools currently participating in an expanded inclusion educational program shall be required to submit or resubmit an Inclusion Implementation Plan to the LAUSD Special Education Division.

H. Each school in an expanded inclusion program shall provide a written description of the program to all parents and staff at the school within 10 workdays of the beginning of each school year.

I. Region offices shall be required to facilitate no less than one meeting per semester between an administrator and the special education teachers from each participating school and an administrator and the special education teachers at each feeder

school to ensure the programs offered under the Free and Appropriate Public Education (FAPE) are consistent and meet the XIV 24.0 c1needs of the students transitioning between schools.

J. Each school implementing the initiative shall have an Lead Inclusion teacher. The Lead Inclusion teacher will receive a stipend of \$1800 and will be paid in two payments, one per semester. The Lead Inclusion teacher will observe the six hour onsite obligation.

K. Each school with an expanded inclusion program shall be required to create and maintain a site-based steering committee comprised of the Lead Inclusion teacher, at least one special education teacher participating in the expanded inclusion program, one general education teacher participating in the expanded inclusion program as well as a parent with a student with an IEP. In the case where a parent of a student with an IEP is not available, a parent whose child is in part of an inclusion class shall be allowed to serve. The committee will also include the special education coordinator and an administrator. The District and UTLA will collaborate to provide training for teams in how to develop these plans. The committee shall meet no less than four times a year to discuss and monitor the following:

- i. Accommodations and modifications written in the IEP
- ii. Appropriate classroom space for all roster carrying co-teachers
- iii. Compliance with the provision that all special education teachers have a weekly planning period with each general education teacher they co-teach with and a conference period to facilitate IEP compliance
- iv. Sharing of responsibilities and duties between co-teaching general education and special education teachers, as well as the paraprofessionals they work with, including, but not limited to:
 - a. Roster configuration (i.e. shared rosters)
 - b. Access to workspace within shared classrooms
 - c. Roles of paraprofessionals, including ongoing training
 - d. Address any other concerns that arise from shared responsibilities

2.0 Professional Development and Planning

A. Special education teachers and general education teachers participating in expanded inclusion programs shall be provided two paid release days per semester for related professional development.

B. Special education teachers and general education teachers at schools implementing an expanded inclusion program for the

upcoming school year shall be provided two paid release days for related professional development in the planning year.

D. All staff required to attend professional development related to an expanded inclusion program outside of the contractual workday shall be compensated at their hourly rate.

E. The District shall provide up to three (3) planning hours per week for special education teachers implementing the initiative, and up to one (1) planning hour per week for each of the general education teachers with whom they collaborate. Options for implementation will be at the discretion of the impacted teachers and may include: time embedded in the contractual work day, time paid for at the employee's hourly rate outside of the contractual work day, or substitute coverage.

3. Upholding the Integrity of the IEP Process

A. Parents shall be notified of the difference between an inclusion model and self-contained model in their home language in all IEP meetings. This may be done through information distributed in the top ten (10) languages in LAUSD based on enrollment, which may include videos, brochures or informational meetings in targeted languages.

B. General and special educators shall be provided opportunities to discuss the IEP goals and progress prior to IEP meetings.

C. Substitute coverage shall be provided for both general education and special education teachers for IEPs not held during conference periods.

4.0 Maintenance of Special Day Programs

A. Special Education teachers participating in inclusion models are not RSTs and do not serve as Resource Specialist Teachers and therefore do not track service minutes in Welligent. Teachers shall have a caseload which follows the class size caps or designated instructional service caseload outlined in Article XXII 15.0.

B. All special education teachers are to maintain a classroom of their own.

C. When discussing placement, the District will inform the parent/guardian or student of the placements that meet the needs of the student according to the IEP team decision.

D. FAPE must accurately reflect the setting and placement. Any changes on the offer of FAPE must follow the guidelines outlined in the Individuals with Disabilities Education Act (IDEA).

E. Inclusion schools reserve the right to offer the SDP setting to meet the needs of students and the programs will be made available as determined per the offer of FAPE.

F. Student placement shall not be solely determined by programs offered at the local district resident school.

ARTICLE XXII-B: Inclusion Facilitator

1.0 Inclusion Teachers shall have a home school based on the member's home address or based on the number of students or hours served at a school site.

2.0 When the home school is out of the member's region of choice, mileage to and from home school will be reimbursed.

3.0 When assigning hours of service, the District will take into consideration driving time, breaks and lunch.

4.0 The district will provide Professional Development for all members at schools with Inclusion Teachers focusing on collaboration, expectations and understanding of roles.

5.0 Upon request, Inclusion Teachers will be provided up to two hours of paid planning time, per week, to plan and collaborate with the General Education teachers they work with. Both the Inclusion Teacher and the General Education teacher will be paid at their regular hourly rate.

ARTICLE XXV-C

COMMUNITY SCHOOLS

1.0 A Community Schools Steering Committee (CSSC) shall be maintained to support implementation, expansion, and maintenance of the Community Schools program. The Community Schools Steering Committee (CSSC) shall further work to expand the number of Community Schools in the District and the CSSC shall determine a process and timeline by which schools apply to begin the Community Schools Transformational Process. The CSSC shall be composed of sixteen (16) members, with eight (8) appointed by UTLA and eight (8) appointed by the District, and shall be co-chaired by one appointee from each entity. By June 30, 2025, the CSSC shall produce an assessment of the Community Schools transformation process at district Community Schools and provide recommendations. The CSSC will receive collaborative support from the Community Schools Initiative Director, the LAUSD and UTLA Coaches, and from UNITE-LA.

2.0 Community Schools Additional Certificated FTE: Schools designated by the District in conjunction with the Community Schools Steering Committee as Community Schools shall be provided an additional certificated FTE (e.g., Community School Coordinator) in support of students.

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

4.0 In addition to the positions identified in Article XXVII, Shared Decision Making, the Community School Coordinator and Community School Parent Rep shall be members of the LSLC (or equivalent thereof)

~~4.0~~ 5.0 In addition to the functions and responsibilities listed in Article XXVII, Section 2.4, the LSLC (or equivalent thereof) at each Community School shall have decision making purview over the following matters:

- a. All site-based professional development, including all banked time PD referenced in Article IX - B Section 2.0, and all professional development scheduled after school. The only professional development that cannot be determined by LSLC is that which is mandated by the state or federal government.

(Note: The parties are in dispute over the interpretation of the current contract language in subsection a. above. UTLA maintains its position that the current language applies to all professional development but in recognition of the dispute, proposes the above alternate language for clarity).

- b. School-based implementation of initiatives or programs mandated by the local, state, or federal government, including but not limited to Breakfast in the Classroom and periodic assessments.

- c. Course electives and program options (e.g. Visual and Performing Arts, Ethnic Studies and double periods for specific subjects).
- d. All school based budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council.

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.

~~5.06.0 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. The District shall avoid prop 39 co-locations that are on school sites with Community Schools.~~

UTLA Proposes to incorporate the language from the current MOU into this article, with the changes noted in bold:

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

8.0 The Community Schools model will **be supported and** expanded in accordance with the following:

- A. Effective July 1, ~~2023~~ **2025**, all schools selected to participate in the Community Schools Transformation Process shall receive ~~\$250,000~~ **\$300,000** allocation from LAUSD for their first year of implementation.
- B. Effective July 1, ~~2023~~ **2025**, Community Schools shall receive an annual allocation of ~~\$250,000~~ **\$300,000**.
- C. ~~Each Community School shall use part of their centrally allocated funds to purchase a full time Community School Coordinator. The District will centrally fund the Community School Coordinator and Community School Parent Representative positions, separate from the annual \$300,000 allocation.~~
- D. Community School Coordinators shall work on B-Basis

- E. Community School Coordinators shall be selected by the school and shall have return rights to their previous assignment and worksite in accordance with Article XI, Section 12.0 (Transfers)
- F. Community Schools Coordinators shall not be assigned other duties to an extent that such assignment negatively impacts the employee's ability to effectively execute the duties of the position.
- G. LAUSD and UTLA will collaborate in the development and delivery of four trainings each year for Community Schools Coordinators, Chapter Chairs, Principals, and Parent Reps. The trainings will be mandatory and provided through a LAUSD paid full day release. The trainings schedule and content shall be as follows:
 - a. August / September: Community School Program and Roles / LSLC Priority Development
 - b. October / November: Budget
 - c. February: Parent and Community Engagement
 - d. May: Review of all interest holder data to plan for the August LSLC priority training.
- H. After one year of the implementation of this agreement and upon the request of either party the parties will begin discussions of expanding the number of participating schools further beyond the current number of 70.
- I. The parties will work together to advocate for continued and additional state funding for the community schools program.

ARTICLE XXXII

TERM OF AGREEMENT

1.0 This Agreement shall be for a term of ~~three (3)~~ two (2) years (20225 through 20257). It shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 20257 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice.

2.0 Negotiations During Life of Agreement. The District and UTLA agree to establish a Joint Committee for identifying items that, after initial discussions, the parties decide are appropriate for negotiations or consultation during the life of this Agreement.

2.1 The primary purpose of this Joint Committee shall be to resolve problems that may arise from time to time over administration of the current contract and/or other issues which the parties agree should be addressed and resolved during the term of this Agreement.

2.2 The Joint Committee shall be composed of eight (8) members, half (4) appointed by the Superintendent and half (4) appointed by the UTLA President. Additional "experts" may be invited by either party to attend meetings as dictated by need and subject matter.

2.3 The Joint Committee shall participate in joint training(s) designed to familiarize and equip the parties with skills to enable them to engage in effective problem-solving. Such skills may include interest-based problem solving, collaborative decision making and effective communication techniques. The initial training session shall include Joint Committee appointees, the Superintendent, UTLA President, senior-level District staff from the Office of the

Superintendent and other UTLA officers and staff, as deemed appropriate by the parties.

2.4 All Joint Committee training and meetings shall be facilitated by a neutral facilitator chosen by the parties.

2.5 The Joint Committee shall issue quarterly written reports. These reports shall summarize the issues addressed by the Joint Committee each quarter and the resolution thereof, if any. The reports shall be posted on the LAUSD's and UTLA's websites and may also be distributed via other means as determined by each party. There shall also be public meetings at which the Joint Committee and the neutral facilitator will report on the work of the Joint Committee to the Superintendent and his cabinet, a member or members of the Board of Education and the UTLA President and other officers. The public meetings shall occur at least twice, but not more than four (4) times per year. The parties may agree to coordinate the reporting and presentation provisions of this

section with those of the Compensation Study/Budget Committee.

2.6 The Committee shall be authorized to reach agreements on memoranda of understanding (MOUs), sideletters of agreement, and tentative agreements to amend the negotiated collective bargaining Agreement (“Agreement”).

a. The Committee shall, as soon as possible, determine if an issue or subject matter to be discussed or already under discussion would, upon resolution, require an amendment to the Agreement.

b. If either party believes in good faith that an amendment to the Agreement is required or appropriate, the issue or subject matter shall be submitted to the District for public notice (“sunshining”) pursuant to the EERA and District procedures, subject to 6(c) below.

c. Upon ratification of this article, the District shall immediately pursue modification to its public notice procedures whereby issues and subjects arising out of Committee discussions can be “sunshined” as quickly as possible while still complying with the EERA. By way of example only, such procedures could be modified to allow the District and UTLA to jointly submit an issue, interest or subject matter to the Board at one meeting, and have the “sunshine” process completed at the subsequent meeting.

2.7 The Joint Committee shall not be authorized to discuss or enter into agreements concerning Health and Welfare and compensation.

2.8 The parties agree that this section (2.0 through and including 2.8) shall terminate automatically as of June 30, 2022, unless the parties expressly agree in writing to renew it through successor negotiations.

3.0 Negotiations for Successor Agreement: Negotiations for a successor agreement shall commence at the request of either party at any time after April 1, 2022.

4.0 Pre-July 1 Changes: The District and UTLA are aware of the individual employee annual contract year which begins on July 1 and ends on June 30 of each year, pursuant to the Education Code and applicable case law. It is the intention of the District and UTLA that the continuation of this Agreement past July 1 shall not make its terms a part of the individual annual contracts for the following school year so long as the Board, by formal action prior to July 1, sets forth any changes which it intends to implement (absent subsequent agreement with UTLA to the contrary). Such Board action stating its intent shall be deemed effective as though fully implemented prior to July 1. UTLA and the District agree that (a) the District shall set forth its intent prior to the completion of negotiations even though the parties may not be at impasse at that time, and (b) UTLA has not waived its right to negotiate about such changes subsequent to the Board action.

NEW ARTICLE: CAREER LADDER

1.0 The District shall establish a task force that will develop a career ladder program for District employees. The task force shall include equal numbers of District, UTLA, and SEIU Local 99 appointees. The goal of the task force is to create a District career ladder that will provide employees with training that will allow them to obtain higher-paying positions within the District. Examples include (but are not limited to) the following:

- SEIU Local 99-represented employees obtaining certificated credentials
- UTLA-represented employees obtaining additional credentials (e.g., substitute teachers obtaining full credentials, EEC teachers obtaining ETK-12 credentials)

2.0 The task force shall consider the following:

- Research the District's former Career Ladder program
- Research Career Ladder programs in other school districts
- Ensure that DACE employees will provide training when possible (e.g., early childhood development classes)
- Establish partnerships with community colleges and universities
- Research state and federal funding sources and grants
- Cost barriers to obtaining credentials

3.0 The task force shall report their annual progress to the LAUSD Board of Education, and may make additional reports as needed.

NEW ARTICLE: CHILDCARE

UTLA and the District recognize the need for cost-free or affordable childcare, not only for District employees, but for all Angelenos. To address this need, the Parties will work collaboratively to build District-operated childcare facilities across the city. This initiative will not only increase enrollment in LAUSD schools, but it will also make Los Angeles a more affordable place for families to live.

1.0 Facilities: The District shall designate no fewer than two (2) campuses per Local Region as Childcare Centers. Schools with declining enrollment shall be prioritized as potential sites. The centers will act as childcare hubs, providing job training, onsite childcare, and resources for other neighborhood childcare options, including updated lists of available low-cost and cost-free childcare options.

2.0 Timeline: Upon ratification of the Agreement, the spaces designated as Childcare Centers will provide training for LAUSD high school students and adults to become childcare providers. Training will be provided by DACE employees. Facilities will be updated to accommodate students ranging in age from 6 months to 2 years. Childcare centers will open enrollment as soon as possible, but must begin accepting students no later than one year after ratification.

3.0 Implementation: The District shall establish a task force composed of four (4) appointees each from UTLA, SEIU Local 99, and the District. The task force shall make decision including, but not limited to, the following:

- a. Class schedules for childcare training
- b. Enrollment process for prospective childcare providers and for families wishing to enroll children
- c. Expansion of number of facilities
- d. Expansion of training programs (to include EEC teachers and aides)
- e. Partnerships with community colleges and universities to provide EEC certification
- f. Partnerships with other childcare providers to accommodate families that need childcare during evening and weekend hours
- g. Exploring funding sources to expand program

NEW ARTICLE HOUSING SUPPORTS

The District and UTLA acknowledge that public land should be used for public good. The intention of this article is to ensure that the District, the second-largest landowner in the city of Los Angeles and third-largest landowner in the county of Los Angeles, allocates its vacant and underutilized land in a way that supports our students and communities. The district recognizes the need of upwards of 25,000 affordable housing units to meet current demand for houseless families and employees.

1.0 School Supports and Resources

a. The District shall make available school space accessible to non-profit organizations providing tenant rights clinics, counseling services and housing assistance, in accordance with Civic Center Permit policies and applicable law. The District will explore potential partnerships with student and family support organizations, with the goal of increasing available resources.

b. The District will provide funding to schools to purchase washing machines for students and families to have access to during normal school hours.

c. The District will provide funding to schools to open school showers for students before school.

d. The installation, maintenance and funding for items b and c above will come from the district at no cost to the school.

e. The District will open underutilized and vacant lots for families to safely park overnight.

f. The District shall provide emergency packets to students and families in need of essential items. These items may include, but are not limited to clothing, school supplies, toothbrushes, toothpaste, soap.

g. The District and UTLA will collaborate on creating and maintaining lists of housing advocates who will be allowed to host workshops on district campuses.

h. The District will provide UTLA with the name of the division that will help in facilitating 5.0 a-g above.

i. The District will provide a full-time PSA, PSW and SSS provider to support schools in the 90021 zip code.

j. The District shall work with schools in the 90021 zip code to identify school needs and provide resources to meet those needs.

2.0 The District and UTLA taskforce will continue to meet a minimum of 4 times a year for the length of this agreement. The Community Housing Task Force shall be comprised of four (4) UTLA bargaining unit members appointed by UTLA, four (4) LAUSD employees appointed by LAUSD, and four (4)

community-based appointees, with two (2) appointed by UTLA and two (2) by LAUSD.

a. In order to help the district meet the demand for affordable housing units for families and employees, the taskforce will identify vacant and underutilized LAUSD land parcels that could be used for the development of affordable housing for low-income students and families.

b. The taskforce will provide input on the format of the Request for Proposal (RFP) policy and guidelines, including the goals and scoring for granting the awards.

c. The District will inform UTLA thirty days prior to announcing an RFP for the purpose of housing development.

d. Any re-issues of RFPs will be brought to the taskforce prior to being presented to the Facilities and Procurement Committee and/or the School Board.

e. The District will actively seek and encourage Non-Profit Developers and Community Land Trusts to submit requests for future housing developments.

3.0 A minimum of 50% of a project's housing units shall be reserved for Acutely Low Income and/or Extremely Low Income households. All units shall be subject to an affordability covenant and only for the purpose of increasing the financial stability of Acutely Low Income, Extremely Low Income, and Very Low Income Household units in the project, up to 20% of units may be unrestricted as to income and rent levels.

a. Residents shall have the right to participate directly and meaningfully in decision-making concerning the operation and management of the project.

b. Where feasible and desirable, the project shall include resident ownership, including but not limited to Limited-Equity Housing Cooperatives.

c. LAUSD will establish a no-eviction clause for tenants whose original qualifications change.

d. LAUSD will ensure a no-eviction clause for LAUSD families during the school year.

4.0 The District will prioritize building affordable housing in areas where declining enrollment and chronic absenteeism is above the district average. The following list of zip codes meet the criteria: 90012, 90021, 90031, 90032, 90044, 90059, 91340, 91405.

a. If no properties are deemed viable in the above zip codes, the district will identify comparable plots of land size to be developed in neighboring zip codes.

5.0 Any housing built on LAUSD land will follow state fair housing laws that make it illegal to discriminate against or harass someone because of a protected characteristic, such as their gender, race, national origin, sexual orientation, gender identity, or religion

6.0 All schools will have a homeless liaison (HL) identified. The HL must be on campus five (5) days a week.

6.1 A stipend of \$1800 will be provided to homeless liaisons at schools with 3%, or higher, houseless student population.

7.0 The district will assist schools in setting up food pantries, clothing drives and other initiatives that support families facing housing insecurity and houselessness.

8.0 Advocacy: The District and UTLA will continue joint advocacy on housing initiatives that impact employees and families in LAUSD. Joint advocacy will include supporting the Tenant Anti-Harassment Ordinance (TAHO), the Los Angeles County Rent Stabilization Ordinance (LARSO), United to House (ULA) and Housing and Urban Development (HUD) opportunities (i.e. Teacher Next Door Program), the Short-Term Rental Cap, Measure A funds and other City, County, State or Federal advocacy.

MEMORANDUM OF UNDERSTANDING: AUTONOMOUS SCHOOLS

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

1.0 The Autonomous Schools Task Force, comprised of an equal number of LAUSD- and UTLA-appointed members, shall draft a formal procedure to support and manage Pilot, ESBMM and LIS schools. The procedure shall include the following:

- a. Clear definitions of autonomies under each Autonomous School model
- b. Process for Autonomous School Plan review, including timelines
- c. Possible consolidation of ESBMM and LIS models
- d. Development of exit process for Pilot Schools
- e. Consideration of Community Schools that are also Autonomous Schools
- f. Guidelines for professional development and use of banked time
- g. Guidelines for certificated staff hiring committees
- h. Explanation of all available funding options for Autonomous Schools
- i. Any other issues pertinent to Autonomous Schools and agreed upon by the Task Force

2.0 The Autonomous Schools Task Force shall meet no fewer than six (6) times per year, and shall make a report summarizing their procedure document to the Board of Education. The Board will vote to approve the document.

3.0 The Autonomous Schools Procedure Document will govern Autonomous Schools, and may be added to the Collective Bargaining Agreement upon approval of the District and UTLA.

4.0 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.

5.0 All Pilot Schools, including those governed by the Belmont Pilot MOU, shall be subject to Article IV: UTLA Rights.