

UTLA PROPOSALS

TO

LAUSD

3/24/25

ARTICLE IV

UTLA RIGHTS

1.0 Access: Any authorized UTLA representative shall have the right of reasonable access to District facilities, including teacher mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. The representatives shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: UTLA shall have the right to post notices UTLA official matters on a bulletin board or a section of a bulletin board established for UTLA's exclusive use at each work site where employees are assigned.

3.0 Distribution of Material: Pursuant to United States Postal laws, the school mail is not available for distribution of UTLA material. Material or literature distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of the law.

4.0 Released Time for Negotiations: Up to seven negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with the District pursuant to Article II, Section 1.0. UTLA and the District may agree that additional employees shall receive such released time.

5.0 Organizational Leave: A maximum of seven elected officers of UTLA shall, upon request of both UTLA and the employee, be placed on leave of absence for a period of one semester or more.

6.0 Released Time at UTLA Expense: UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such releases shall be submitted to the Office of Labor Relations for processing. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Labor Relations and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the District at the base rate for substitutes (see Article XIX) or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.

7.0 Exclusivity: UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.

8.0 UTLA Chapter Chairpersons: At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair (see also Section 8.3). At the school sites the UTLA Chapter Chair is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and the District. The Chapter Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

a. Upon request of an employee, have the right to represent the employee in grievance meetings as expressly provided in Article V, Section 2.0, and in meetings relating to discipline as expressly provided in Article X-A, Section 3.0 e.

b. When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed.

c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;

d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.

e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;

f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).

Article IV – UTLA Rights

g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.

h. Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;

i. Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.

j. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Education and UTLA), when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty;

k. Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair; and

l. Have the rights set forth in Article XXVII - Shared Decision Making.

m. Have the right to establish a hiring panel for hiring of full time onsite certificated vacancies (including administrators) in consultation with the principal or district designee. The Chapter Chair and principal or district designee shall determine the hiring panel process and interest holders to be included. The hiring panel shall have input on the rubric used during this hiring process.

8.1 Released Time for Chapter Chairs:

a. Released time from non-instructional duties shall be provided to a Chapter Chair if the following conditions are met: a secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved. **The Chapter Chair participates as a voting member during the faculty vote.** The proposed plan is to provide for the Chapter Chair to be released from specified non-instructional duties

and for the remainder of the staff to assume those duties. Non-instructional duties, as referred to above, are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties. In addition, chapter chairpersons at elementary schools shall be released from instructional duties when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.

b. A proposed plan may also permit release of the Chapter Chair from instructional duties subject to the following additional conditions:

- (1) Such release is limited at the secondary level to one instructional period daily, and at the elementary level to an established shared instructional period (Physical Education or Music); and
- (2) The proposal is separately approved by the specific teachers, whose workload will be directly affected by the operation of the plan, voting in a separate election.

c. Regarding paragraphs a and b, a majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority requests a new election, or unless a new Chapter Chair is designated. The Chapter Chair may be assigned duties during this released time, in emergency situations.

d. Site-based eight hour chapter chairperson may, with prior approval of the site administrator and when their duties reasonably permit, alter their work schedule by reporting to work not to exceed 30 minutes early, and leaving work not to exceed a corresponding 30 minutes early, for the purpose of attending UTLA Area and House meetings.

8.2 With regard to local site decisions which are reflected in the following documents forwarded to ~~Local District~~ **Region** or central District offices: local school budgets under the purview of committees on which UTLA members are eligible to participate, changes in daily school schedules, school-based waiver applications, and school conversions, the following procedures shall apply:

a. Written disclosure to the faculty of the proposed plan or change, with at least seven (7) days of review time provided prior to the documents being submitted to the ~~Local District~~ **Region** or central District offices, except in emergencies;

b. Prior to the budget development process, a UTLA approved school budget training shall be provided for the Chapter Chair and principal.

~~b. c.~~ Upon request of the Chapter Chair, The site administrator shall consult with the Chapter Chair regarding the content of the document and all budget allocation letters;

~~e. d.~~ The document(s) shall include space for the Chapter Chair to sign, indicating whether the procedures set forth in a. and b. above have been followed;

~~d. e.~~ The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.

Exempt from the above procedures are personal matters, confidential matters, and other matters, which do not generally involve changes in the basic working conditions of the entire faculty.

8.3 Itinerant Chapter Chairs

a. The District shall recognize one Chapter Chair for each ~~Local District~~ Region, or similar governance structure, for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech and Language Pathologists, and Occupational & Physical Therapists, and Visual and Performing Arts (VAPA) educators.

b. The District shall recognize up to six (6) Chapter Chairs for Substitutes.

c. The District shall recognize one (1) Chapter Chair District-wide for each of the other itinerant employment categories.

d. UTLA shall annually provide written notification to the District Office of Labor Relations identifying the bargaining unit members serving in itinerant and Substitute Chapter Chair positions.

e. For any District-wide or ~~Local District~~ Region-wide meeting convened by the District for itinerant employees or Substitute employees, a representative Itinerant Chapter Chair or Substitute Chapter Chair shall have the right to propose agenda items for such meetings. One representative Itinerant Chapter Chair or Substitute Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.

f. The District shall recognize one Arts itinerant Chapter Chair for the disciplines of Dance, Music, Theatre, and Visual Arts, for a total of four Districtwide.

Activities of these Chapter Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d. In accordance with Section 6.0 of this Article, UTLA-paid released time shall be provided to all Itinerant Chapter Chairs identified in Sections a, b and c above for member representation purposes, as needed.

9.0 Committee Appointments: If the District decides that unit members are to be invited to serve on any District-wide committee, it shall notify UTLA and specify the background and experience required. UTLA shall then have the right to designate one-half of such employee representatives, and to replace those appointees.

a. Except as otherwise provided in this agreement, if the District decides that unit members are to be invited to serve on any committees (described below) that are ~~Local District~~ **Region**-wide or Local District-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.

b. UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and the District shall have the right to designate (and replace) one-half of such unit members. Unit members who are appointed to a committee by the District, rather than UTLA, are not to be considered authorized representatives for UTLA.

c. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, if the committee includes a combination of unit members invited to serve outside their regular assigned jobs, and unit members assigned to the committee as part of their regular assigned jobs, the latter shall be counted toward the District's appointing authority under section b above.

d. These committee appointment provisions do not apply to operational working groups whose activities are part of each of the group members' regular assigned jobs.

10.0 Meetings: Participants in any administrative Region-wide or District-wide meetings of employee representatives other than UTLA designates, called or sponsored by the District, shall not discuss interpretations of the Agreement, proposed changes to the Agreement, or alleged violations of the Agreement.

11.0 Recruiting Table: The District shall provide UTLA space for a recruiting table adjacent to the central Personnel Office at a location which is readily accessible to employment applicants and new hires, subject to Fire Marshal directives.

12.0 Consultation Rights: The District shall, upon request of the President of UTLA, or designee, meet and consult with UTLA regarding the subject matters specified in Government Code Section 3543.2. Also, with regard to the development by the District (Central or ~~Local District~~ **Region**) of new or revised student assessment systems, or changes in instruments or frequency of assessment, the District shall during the design and deliberation stages give UTLA written notice of its intentions and plans, and include UTLA as one of the principal participating stakeholders in such process. In addition, UTLA may itself initiate consultations with the District regarding such matters.

ARTICLE IX-B - PROFESSIONAL DEVELOPMENT

g. One-half of the annual total of banked professional development time shall be dedicated to programs or activities (including teachers working with one another and with site administrators to improve instruction) which are determined at the school site by the Local School Leadership Council pursuant to Article XXVII, Section 2.4. Any such program or activity, including transportation, must be cost neutral to the District. If the banked time professional development is intended for teacher planning, only the LSLC may determine the protocol for evidence of participation and planning in alignment with the instructional initiatives outlined in section 1.0 above. The other half of annual banked professional development time shall be dedicated to programs and/or activities determined by the District, acting through the site administrator, the Local District or the Central office.

3.0 Professional Development Advisory Committee: In order to ensure effective input from UTLA and certificated staff in the development and implementation of the District's staff development programs, there shall be formed a Professional Development Advisory Committee (PDAC). The PDAC shall meet at least once a month to review, discuss and provide recommendations to the Superintendent or designee regarding the development and implementation of the District's professional development programs. The PDAC composition and responsibilities shall be as follows:

a. Each party may appoint up to eight (8) members to the PDAC for the purpose of representing each local district. In addition, there shall be one member designated by the Superintendent and one designated by the UTLA President. The Superintendent's designee shall serve as Chair of the Committee.

b. The Committee shall have the following responsibilities in its role as advisor to the Superintendent or designee:

- (i) Review, evaluate and provide recommendations concerning any current or proposed District-initiated professional development programs and activities;
- (ii) Propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose; and
- (iii) Review and provide recommendations concerning the professional development calendar for the year.
- (iv) Review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing of Verification Process for Special Settings (VPSS) certification under the requirements of the No Child Left Behind statute.
- (v) Review and provide recommendations concerning the professional development aspects of the Instructional

Coaching program, including matters such as Instructional Coach training, utilization, and program evaluation

c. In addition to the foregoing, the function, purpose and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:

- (i) Professional development shall be grounded in data and the instructional goals, pedagogy and programs of the District and the school.
- (ii) The PDAC shall develop and compile information regarding best practices and successful models for the delivery of professional development programs irrespective of content.
- (iii) The PDAC shall develop and compile procedures and instruments for the assessment of professional development programs, including for individual programs and annual evaluation of such programs.
- (iv) The information, procedures and instruments referred to above are intended to assist schools with delivering effective professional development according to research and evidence-based practices that will be most effective for each school and will enhance student achievement.

d. The PDAC shall agree on the maximum number of UTLA and District representatives for Local District Professional Development Advisory Committees (LDPDACs). The purpose and function of the LDPDAC shall be to provide recommendations regarding the following:

- (i) In collaboration with the local district leadership team, provide assistance, resources, suggestions and support to their local schools in making the most effective data based professional development decisions.
- (ii) Evaluate data and assessments of professional development and use this information to make recommendations regarding future professional development activities and delivery models to the local schools.

e. The PDAC shall have the responsibility for ensuring that the LDPDACs are acting in a manner consistent with the concepts and guidelines set forth herein.

4.0 Program Evaluation: At the conclusion of each professional development program, activity or session conducted (whether initiated by the District, the Local District or by the site), the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. Whoever was responsible

for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results, and distribute same to the Local School Leadership Council (if the program was provided at the school), the working committee which has responsibility for the subject matter, and the Professional Development Advisory Committee.

5.0 Common Planning for Middle Schools: Common Planning is intended to be used when the teachers share assignments, or organizational structures (such as Small Learning Communities, Houses, Departments, or Teams) or when other program considerations (such as bilingual instruction) suggest that doing so would encourage professional collaboration, and when the requisite approvals have been attained. The participating teachers shall plan the content and activities for Common Planning, for administrative review.

6.0 Teacher Professional Development Projects: Three bargaining unit members shall be selected by UTLA for the purpose of working collaboratively with the District on identified professional development projects. Two existing bargaining unit members shall continue in their current positions working with the National Board Certification (NBC) program and Point Credit/New Teacher Academy until expiration of their five-year term unless extended by mutual agreement. The newly established third position will also work in the area of professional development.

The supervision and evaluation of the above three employees and a determination of their responsibilities shall be determined by the Superintendent and the UTLA President or their designee.

ARTICLE XI-A

URBAN CLASSROOM TEACHER PROGRAM (UCTP)

~~1.0 Condition Precedent: The Urban Classroom Teacher Program (UCTP) has been agreed to with the understanding and condition that all costs will fully qualify for State reimbursement under the mandated cost provisions of the Education Code. In the event that any costs do not so qualify, the program(s) may be terminated immediately.~~

~~2.0 Selection of Schools: The District will designate the UCTP schools and reserves the right to determine the number and identity of participating schools. District selection of the number or location of UCTP schools is excluded from the Grievance Procedure (Article V).~~

~~3.0 Eligibility for UCTP: The designation of Urban Classroom Teachers shall be restricted to employees who are time-reported or serving full-time in one UCTP school.~~

~~4.0 Selection, Assignment and Reassignment of UCTP Staff: Selection, assignment or reassignment of employees to or from District designated UCTP locations shall be made consistent with goals and applicable provisions of this Agreement. In addition, procedures used for selection, assignment, and reassignment of full-time staff to UCTP programs, shall include:~~

~~_____ a. Names of UCTP locations will be advertised District-wide;~~

~~_____ b. All appropriately credentialed contract teachers are eligible to apply for open UCTP positions at a given UCTP site. Those currently assigned to a UCTP site shall be retained, provided they were not rated "below standard" or deemed "unsuccessful." Where there are insufficient applicants for a given UCTP site, those who applied to other sites may be interviewed. Contract teachers currently assigned to or on leave from the designated UCTP site who are not interested in continuing on the UCTP staff, and those who do not agree to perform additional duties or responsibilities, will be administratively transferred to other schools within the current administrative region pursuant to Article XI, Section 2.0 as soon as replacements are available.~~

~~_____ c. Selection of staff to fill UCTP openings shall be based upon principals' review of applications and such interviews by principals and/or other school staff members as are deemed necessary by the principal. Personnel selected by the District shall be transferred to the UCTP location.~~

~~_____ d. An eligible contract teacher who applies for and is transferred to a District designated UCTP location is guaranteed right of return to the Local~~

~~District to which the teacher was assigned at the time of transfer effective the September following completion of three (3) full school years of service at the same UCTP location. Return rights may be deferred to September (only) of the two (2) school years following the original right of~~

~~ARTICLE XI A – URBAN CLASSROOM TEACHER PROGRAM (UCTP)~~

~~_____ return date. Time spent on formal leaves of absence shall not be counted toward the three (3) year service requirement for return rights except for formal leaves of absence as the result of an unprovoked act of violence (Special Physical Injury Leave) or a bona fide industrial accident or industrial illness leave that does not exceed 60 working days shall be counted toward the service requirement.~~

~~_____ e. _____ Should the District discontinue the UCTP Program, eligible teachers assigned under Section 5.0 will be granted return rights specified in Paragraph 5.0(d) above effective the September following such discontinuance. Should a schools designation as UCTP be discontinued by the District, eligible teachers assigned under Section 5.0 may apply for placement at another UCTP site or request return rights specified in Paragraph 5.0(d) above effective the September following such discontinuance. Return rights under this paragraph do not require three (3) years of UCTP service.~~

~~_____ 5.0 Duties and Responsibilities: Each Urban Classroom participant shall make an individual commitment in writing to perform certain assigned duties and responsibilities in addition to those required by the employee's basic assignment. Successful performance of both basic duties and the assigned additional duties and responsibilities shall be a condition of continued assignment to any UCTP location. In addition to the regular evaluation process, which determines whether or not an employee "meets or exceeds" District standards, UCTP participants are subject to evaluations (which may or may not be conducted in conjunction with the regular evaluation process) to determine whether the employee has "successfully" performed as indicated above. In such evaluations, the administrator shall comply with the procedures of Section 5.0 of Article X. The additional duties and responsibilities shall involve 2.5 hours of service per week and to total 88.5 hours per year. Duties and responsibilities shall be equitably distributed and subject to the test of reasonableness and may be revised from time to time. By way of example, below is a partial listing of duties and responsibilities, one or more of which shall be required of each UCTP participant.~~

~~_____ a. _____ For a specific number of students assigned or referred, _____ additional responsibility for:~~

~~_____ (1) _____ Tutoring students;~~

~~_____ (2) _____ Performing attendance duties such as truancy follow-ups;~~

~~_____ (3) _____ Counseling students;~~

~~(4) Conduct additional periodic parent conferences including school-wide parent conference programs;~~

~~b. Conduct special homeroom or guidance room; periodic parent conferences including school-wide parent conference programs;~~

~~ARTICLE XI-A - URBAN CLASSROOM TEACHER PROGRAM (UCTP)~~

~~c. Conduct additional periodic parent conferences including school-wide parent conference programs.~~

~~d. Perform additional supervision duties;~~

~~e. Sponsor additional student activities;~~

~~f. Attend additional staff development meetings;~~

~~g. Develop and implement required instructional plans necessary to implement the program for the school year;~~

~~h. Develop and implement required school policies and programs such as Homework and Guidance;~~

~~i. Develop necessary instructional materials;~~

~~j. Develop and attend articulation meetings with faculty from other schools.~~

~~k. Accept additional coordinator and coaching duties;~~

~~l. Conduct elective school club activities.~~

~~5.1 At UCTP locations, the above additional hours, duties, and responsibilities are not to diminish employee responsibilities referred to in Article IX. Also, the additional responsibilities for UCTP locations are not to diminish employee responsibilities at non-UCTP locations.~~

~~6.0 Differential Payments: Urban Classroom Teachers shall receive a lump-sum salary differential payment of \$1,081 per semester.~~

~~6.1 Absences causing a loss of UCTP "additional duties" totaling five hours or more per semester shall result in a proportionate reduction in the UCTP differential payment.~~

~~6.2—No differential shall be paid for summer school or for any period of time which exceeds the equivalent of a C Basis assignment.~~

~~7.0—Substitute Teachers: Substitute teachers who qualify as Extended Substitutes pursuant to Article XIX, Section 4.0 shall be eligible to participate in the UCTP provided they meet all of the other conditions required of regular teachers.~~

~~7.1—The lump-sum salary differential will be paid effective the date the UCTP Commitment was signed.~~

~~7.2—No substitute or contract teacher serving in a pool shall receive the UCTP salary differential unless the teacher meets all other requirements of this section~~