

ARTICLE XXIX

CHARTER CO-LOCATION

In addition to creating a working group led by the chapter chair or designee, LAUSD and UTLA agree to the following new Article relating to co-location issues:

1.0 When any charter school visit is conducted at a school for the purpose of examining the campus configuration for co-location, sometimes referred to as a “walk through,” the site administrator will invite the UTLA chapter chair to participate.

2.0 By December 1st and February 1st of each school year, the District will provide UTLA with any completed “Proposition 39 Facilities Request” forms.

3.0 At each school with a co-located charter school, UTLA shall have the right to designate pursuant to its procedures, one employee to serve as the Prop 39 co-location coordinator. Annually, UTLA shall provide to each site administrator the name of the UTLA co-location coordinator. A UTLA co-location coordinator shall be invited and allowed to participate in all co-location related trainings provided to co-location administrators, including the ECAR process.

3.1 The district will provide the Prop 39 co-location coordinator a yearly stipend of \$1800 and will be paid in two payments, one per semester.

4.0 The UTLA co-location coordinator shall be invited to all meetings relating to the development of campus Shared Use Agreement for schools identified for co-location for the following year. Upon completion or amendment of Shared Use Agreement, the site administrator will provide the co-location coordinator with a copy.

5.0 At any school that is identified for co-location for the following year, the school’s Safety Committee – which shall include the UTLA co-location coordinator – shall review school issues related to co-location, including:

- (1) Ensuring that appropriate space for implementation of essential school programs.
- (2) Providing input with respect to the Shared Use Agreement.
- (3) Addressing concerns regarding the implementation of the Shared Use Agreement.
- (4) Providing input to the Local School Leadership Council for decisions related to co-location.

6.0 ALTERNATE AGREEMENTS: On a quarterly basis, the District shall provide copies of new alternate agreements, once fully-executed.

7.0 The district will provide over-allocation funds to affected schools on a yearly basis. Payments to the school will be distributed twice yearly and once per semester. Payment shall be received no later than October 31 and February 28.

a. Funds will be part of the host district school general fund and fall under the purview of the Local School Leadership Council.

b. The fund provided will include the formula used to calculate amount allocated to the district school. The formula and funds provided will be updated and maintained accurately on the district Charter School Division website.

c. Failure to request and collect funds from the co-located charter school will have no impact on the timeliness, distribution or amount provided on host district public school.

d. In an effort to allow district schools to meet the ever-changing needs of their communities and programs at their site, Co-located schools will not be able to retain over-allocated space for more than two consecutive years. Over allocated spaces will be returned to the host district upon completion of the second year.

e. Payments received will reflect over-allocation two years prior.

f. UTLA and the District will develop a distribution plan to make schools whole for the remaining back- years. The development planning and payment shall occur within a year of the ratification of this contract.

8.0 **As operationally feasible and permitted by law,** schools' programmatic spaces that are essential to enriching instruction and student health and human services; potential examples include music rooms, robotics labs, and maker spaces, computer labs, contractually required spaces for itinerant staff to perform their work and provide direct services to students, intervention rooms (classrooms dedicated to regular and articulated academic intervention services for struggling students) shall not be available for Co-Location. **As operationally feasible and permitted by law,** the district shall avoid prop 39 co-locations that: (1) are on school sites with the BSAP schools, and Community Schools, (2) compromise District schools' capacity to serve neighborhood children, and/or (3) result in grade span arrangements that negatively impact student safety and build charter school pipelines that actively deter students from attending District schools.