

ARTICLE I
RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes and regulations, UTLA has been certified as the exclusive representative for the following employees of the District:

Included: Certificated employees, except those excluded in Section 1.1, who are in the broad classification of Teacher; Instructor; Teacher Librarian; Counselor; Adviser; Audiologist; Audiometrist; Hygienist; Non-classroom Assignment, Preparation Table; Non-school Assignment, Preparation Table; Nurse; Optometrist; Psychologist; Social Worker; Teacher-Adviser; Teacher-Counselor; Therapist; or Driver Safety Instructor. Including but not limited to:

<u>Job Number</u>	<u>Job Title</u>
11100778	Adapted Physical Education Teacher K-12
11100805	Adult Academic Instructor
12200864	Adult Counselor
13200826	Adult Education Advisor
11100803	Adult English as a Second Language Teacher
13200827	Adult Resource Non-school Assignment Adviser
13200828	Adult Resource Regional Occupational Contract (ROC) /
11200806	Adult Substitute (Day to Day)
11100804	Adult Teacher Adults with Disabilities
11100808	Adult Teacher Parenting & Family Life
11100809	Adult Teacher Program for Older Adults
11100838	Adult Teacher Public or Private Contract
11100777	Arts Education Itinerant Teacher
19100486	Assistive Technology Assessment
12300476	Audiologist
12300473	Audiometrist
11100781	Categorical Limited Contract Teacher
19100704	Categorical Program Advisor
12100589	Coordinating Field Librarian
11207046	Early Education Substitute (Day to Day)
11107043	Early Education Teacher
11100843	Elementary Instructional Coach
11200762	Elementary Substitute (Day to Day)

11100731	Elementary Teacher
11100782	Home School Teacher
13200469	Instructional Technology Application Facilitator
11100840	JROTC (Junior Reserve Officers' Training Corps) Instructor
12200506	Least Restrictive Environment Counselor
11100753	Mathematics Foundational Teacher
19100706	Non-Classroom Preparatory Assignment
19102706	Non-Classroom Support Services Assignment
13200707	Non-School Preparatory Assignment
13400705	Non-School Preparatory Assignment
12300460	Nurse Practitioner
12300464	Nurse Substitute (Day to Day)
12300481	Occupational Therapist
13400860	Officer JROTC (Junior Reserve Officers' Training Corps) Program Coordinator
12300490	Optometrist
12300446	Organizational Facilitator
11100858	Orientation and Mobility Instructor
19100787	Peer Assistance and Review (PAR) Consulting Teacher
12300479	Physical Therapist
12200569	Psychiatric Social Worker
12200543	Pupil Service and Attendance Counselor
12300526	Recreational Therapist
11100829	Regional Occupational Contract (ROC) Teacher Regional Occupational Program (ROP) Adviser
11100790	Resource Specialist Program Teacher
12300472	School Audiometrist
12100591	Teacher Librarian
12300461	School Nurse
12200511	School Psychologist
12300484	School Therapist Coordinator
12200533	Secondary Counselor
11100846	Secondary Instructional Coach
11200763	Secondary Substitute (Day to Day)
11100736	Secondary Teacher

12300474	Senior Educational Audiologist
11100841	Senior JROTC (Junior Reserve Officers' Training Corps) Instructor
12300483	Senior Therapist
11100740	Special Education Teacher K-12
19100555	Speech and Language Pathologist
11100761	Teacher Development Child Permit
13200500	Temporary Advisor
11100700	Temporary Non-Public School Teacher
19100780	Temporary Resource Teacher
11100757	Transition Services Teacher
13400576	Transition Teacher Coordinator
13200445	Work Experience Advisor

1.1 Excluded: All day-to-day substitutes who were paid for fewer than 100 days during the preceding school year; all part-time adult education teachers, including ROC/ROP and specially-funded adult education teachers, who are assigned for fewer than ten hours per week; all other certificated classifications not referred to in Section 1.0, including those in the classification or status of Chest Specialist, Counseling Assistant, Psychiatrist, School Dentist, School Physician and Teacher Assistant; all classified personnel; all unclassified personnel; all supervisory personnel; and all management and confidential employees as designated by the Board of Education.

2.0 Changes to the Unit: The parties agree that this represents the appropriate unit. It may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that the parties may file for a unit clarification proceeding involving this unit only when the District creates new classifications or substantially changes the responsibilities of an existing classification. Alleged violations of this Article are not subject to the grievance and arbitration procedures of Article V.

3.0 "Employee" Defined: Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services.

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 with advanced notice. The Union will make reasonable efforts to provide additional notice when release requests involve twenty or more employees.** 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).

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 provide input to the site/department administrator or District designee regarding the process for the selection of UTLA bargaining unit members, including the for establishing a selection panel, interest holder participation and any criteria used during the selection process. The Chapter Chair may also provide input regarding the selection of certificated administrators at the site

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 **by the chapter chair** 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 school budget training shall be provided to the Chapter Chair or designee. The District will share the school budget training with UTLA prior to providing it to Chapter Chairs. The information in the school training will contain the same information as provided to the site administrator.

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-

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

3.5 Non-Classroom (Non-Register Carrying) Teachers and Support Service Providers: For purposes of this Article, the term "non-classroom (non-register carrying) teacher," paid on the Teacher Preparation Table (T table), 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. For "support service providers," the term refers to those employees paid on the Special Services Table (D table), assigned to a school site, region or central office and/or any non-school based location.

- a. School Based – Direct Services to Students (T table): Non-Classroom (Non-Register Carrying) teachers and counselors assigned to a school site and paid on the Preparation Salary Table, providing direct services to students, including but not limited to School Counselors, A-G Counselors, Arts Itinerant Teachers, Dean of Students, Intervention Teachers/Interventionists, and Restorative Justice Teachers, who do not receive any extra pay/differential for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments, 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 and A-G counselors assigned to school site(s) shall also be covered by the above provisions.

Non-Classroom (Non-Registering Carrying) teachers referred to in this section and school site counselors may accept a coordinating differential if offered to extend their on-site obligation but shall not be required to do so.

Potential acceptance or non-acceptance of a coordinating differential shall not be considered in the selection of a candidate under section 3.5 a.

b. School Based – Indirect Services (T table): Non-Classroom Teachers (those full-time employees whose classroom teaching assignment, if any, is fewer than three periods per day in secondary, or less than half-time in elementary) assigned to a school site and performing indirect services to students and/or the school program on a daily basis, including but not limited to Categorical Program Adviser - Title One Coordinators, Community School Coordinators, International Baccalaureate Coordinators, Intervention/Prevention Support Coordinators, Magnet Coordinators, Problem-Solving Data Coordinators, Targeted Student Population Program Advisers, and Technology Coordinators, paid on the Preparation Salary Table, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may 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. These Non-Classroom Teachers with this eight-hour on-site obligation shall receive a coordinating differential.

Any additional, direct services to students that are not an extension of, their basic non-classroom assignments, and are provided at the direction of the administrator, must take place outside of the daily eight-hour on-site obligation and shall be compensated in the same manner as the classroom teachers at the site performing those same services.

Clarification Regarding Use of Benefit Time for Non-Classroom Teachers:

Under Sections 3.5 a and b, non-classroom teachers who are paid on the T table with an eight-hour on-site obligation, who have a part day absence which qualifies for paid benefit time under Article XII, shall not be required to utilize benefit time for any time beyond the on-site hours observed by classroom teachers at the site.

If an employee covered by this agreement (in Section B) is serving full-time out of the classroom and is required to provide classroom coverage for 50% or more of their out of classroom assignment on any given day, they shall be provided with one hour of Replacement Pay in addition to their regular pay.

c. Non-School Based (T table): Non-Classroom Teachers assigned to a region or central office and/or any non-school based location, paid on the

Preparation Salary Table, including but not limited to A-G Counselors, Arts Advisers, Community School Coaches, Literacy Advisers/Experts, Math Advisers/Experts, Program Specialists, and Restorative Justice Advisers, are to have a daily scheduled on-site obligation of eight hours (exclusive of duty-free lunch).

- d. All employees paid on the Special Services Salary Table (D-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. School Psychologists assigned to school sites are to have an onsite obligation consistent with that of classroom teachers as described in 3.5a above.
- e. All non-classroom teachers shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work.
- f. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers.
- g. 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 as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to Article XIV, Sections 25.0 and 28.0. 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). In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Arts Education or Physical Education teachers will be assigned to each elementary campus in order to create more preparation time during the instructional day. All teachers at the site, including elective teachers, shall have equal preparation 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:

Certificated Assignment Days

(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 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.

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 finding.

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] **at their current school** 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, as outlined in Article IV, Section 8.3 and itinerant employees with a tentative list of available positions, including special assignments. The tentative list shall be provided at least ten (10) working days prior to the date that itinerant employee preference forms are distributed, and no later than April 15th of each academic school year. The tentative list should include the worksite location, region, program/department, and qualifications (e.g. certifications, credentials, authorizations, licenses, training), and the assignment basis 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, as outlined in Article IV, Section 8.3, for each itinerant program shall be provided a seniority list indicating the seniority date and credentials of the employees within that program/department. Prior to the assignments for the itinerant employees, supervisor and Chapter Chair of each itinerant program shall collaborate in developing a preference form for employees to make a request for an assignment, and discuss the process to be used in accordance with this section (Article IX-A 12.0).

In collaboration with the UTLA Chapter Chair, supervisors shall then assign itinerant employees using the agreed upon assignment method for each itinerant program. 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. Upon request, written documentation shall be provided to the employee.

In a written notice, the District shall make every effort to notify the employee of their assignment including location/worksite no less than one (1) week before the end of the school year with the understanding that such assignments are subject to change. In the case of a dispute to the assignment, the dispute shall be resolved pursuant to the procedures of Article V-A following the employee's notification of their assignment.

Following the notification of assignments (no less than one (1) week before the end of the school year) through norm day, if a vacancy occurs in any region and/or supervisory area, the administrator will notify the Chapter Chair of this opening/vacancy to reasonably determine who will fill the vacancy using preference forms to review employee preferred areas taking into account seniority and program needs. If agreement is not reached, or if the parties prefer, the vacancy shall be filled by a new hire. The process for the identified vacancy/opening concludes after the steps noted above. If an opening or vacancy occurs after norm day through the end of the spring semester that vacancy shall be filled by a new hire.

ARTICLE X-A

DISCIPLINE

1.0 Access and Response to Critical Material in Personnel Files:
~~When~~ If the District receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:

a. ~~If the document came from a member of the public, the matter shall first be investigated.~~ Except in compelling circumstances, the employee shall be furnished a copy ~~of the letter or other written material referenced in section 1.0 above~~ within 30 days of the District's receipt of the document. The document shall not be either placed in the personnel file or retained by the District unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.

b. ~~If the document came from within District personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.~~

1.1 Exempt from disclosure to the employee are documents which (1) are references obtained from outside the District or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedure, or (3) were obtained in connection with a promotional examination.

2.0 Pre-disciplinary Matters: Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such documents are placed in the employee's official downtown file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.

2.1 Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

3.0 Notices of Unsatisfactory Service or Act, and Suspension

a. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days, as authorized by law. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records and assistance provisions of Article X, Section 5.0 apply.

b. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.

c. A Notice of Unsatisfactory Service or Act and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension was issued.

d. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.

e. When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.

f. Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more

ARTICLE X-A - DISCIPLINE

than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to

the employee (and representative, if any) the discipline to be imposed and immediately confirm it in writing on the appropriate District form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

g. The recipient of such notice of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to all copies of the Notice retained by the District.

4.0 Disciplinary Grievances: Notices of Unsatisfactory Service or Act are subject to grievance under Article V. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, a notice of appeal to the office of the Cluster Administrator/Division Head shall be delivered within three days (as defined in Article V, Section 6.0) of receipt of the form. Within three days after receipt of the employee's notice of appeal, the Local District Superintendent or Division Head (or designee) shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the District in writing of its intention. UTLA and the District shall select an arbitrator, and the dispute will then be calendared for expedited arbitration pursuant to Article V, Section 15.0. If at any of the above steps the employee or UTLA does not appeal as provided above, the discipline shall be considered final.

4.1 Disciplinary Grievance Hearing Procedures: After the District has taken formal disciplinary action against an employee, and upon request of the Union representing the employee, the District shall furnish the Union with a copy of any written statements taken of students relating to the matter. The District shall not be permitted to have a student witness testify at an arbitration hearing unless the Union has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. The District shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the District interview. If the interview is not done jointly, the Union's interview shall be in the presence of a non-involved person acceptable to both the Union and District, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

4.2 Relationship To Other Proceedings: Any of the disciplinary measures referred to in Section 3.0-a of this Article may be imposed independently of the evaluation procedures of Sections 3.0 through 8.4 of Article X, and independently of statutory suspension/dismissal proceedings. Such discipline shall not be regarded as a pre-condition for a statutory suspension/ dismissal proceeding. If a statutory suspension or dismissal proceeding is filed based in whole or part upon the service or conduct which gave rise to the disciplinary proceeding under this Section, then any grievance arising under this Section not yet taken to arbitration, shall be deferred pending resolution of the statutory proceedings.

5.0 Accountability for Quality of Performance:

a. In order to ensure that employees are focused on their central mission of performing satisfactorily in the area of teaching methods, instruction and delivery of other services, employees who receive a Notice of Unsatisfactory Service or “below standard” evaluations shall be deemed ineligible for service or entitlement to the following during the following school year:

1. Voluntary bargain unit member-initiated transfers including employee-initiated transfers for employees time reported from central or regional locations and Early Education Centers;
2. Mentor Service (See also Article XXVI, Section 4.0);
3. Coordinator, dean or department chair positions;
4. Summer session and/or intersession;
5. Permissive leaves;
6. Exchange of track assignments or exchange days; or
7. Auxiliary periods and other auxiliary services involving extra-pay for extra work, but excluding coaching and activity assignments.

6.0 Suspension or Reassignment Due to Mental Incompetence:

The District shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.

7.0 Arrest Procedures: Whenever ~~Whenever~~ If an employee is to be arrested at the school site, the site administrator shall request the police to conduct the arrest at a time and place least visible to the students and staff.

8.0 Procedures Relating to Alleged Child Abuse: When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:

a. As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).

b. Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the principal, the employee, and the parent/guardian.

ARTICLE XI-B

MULTI-LINGUAL LEARNER PROGRAMS 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
- 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, other than English.

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.

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 (other than English) shall receive a stipend of \$5,400 (\$2,700 per semester)

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 maintain an Advisory to review and provide input towards the development and revision of the District's Master Plan. UTLA participants will be

selected by UTLA as outlined in Article IV, Section 9.0. Any releases necessary to ensure participation of UTLA bargaining members will be provided by the District. The Advisory Group will meet as needed to discuss and address matters regarding implementation.

65.0 The District and the UTLA Article XXX Bilingual Subcommittee shall continue to discuss issues and concerns related to the Master Plan including classroom organization and when appropriate, Master Plan rewrite.

7.0 Consultation Rights: As outlined in Article III, Sections 2.0 and 3.0, Article IV, Section 12.0 and subject to Government Code 3542.3, prior to the implementation of District adopted curriculum, educational tools and student testing, the District shall seek input from UTLA on such matters which may include collecting input from a group that includes educators appointed by UTLA.

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~~ Family Medical Leave/California Family Rights Act (Section 24).

ARTICLE XII - LEAVES AND ABSENCES

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 Family Medical Leave/California Family Rights Act 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 of absence from the District, not to exceed ~~three~~ five (5) days, on account of the death of ~~an member of the~~ employee's immediate qualified family member as defined below. Employees must provide documentation within thirty (30) days from the first day of leave, if requested. Bereavement leave may be taken consecutively or intermittently so long as the leave commences and is completed within (3) months from the qualifying family members' date of death, 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 (2) shall be granted. Employees not traveling out of state may elect to take an additional two (2) days of bereavement utilizing personal necessity, vacation, or unpaid leave. The immediate family qualified family member 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 cohabitant who is the equivalent of a spouse, or domestic partner
- 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 grandchildren, and grandchildren of cohabitant who is the equivalent of spouse)
- f. Brother-Sibling;
- g. Sister
- h.g. Any relative person living in the employee's immediate household
- h. Designated person (District employees are limited to one designated person per 12-month period. The employee may identify the designated

person when the employee requests a leave for family care, medical, bereavement, and/or kin care.

9.1 Traumatic Incidents: In the event of a traumatic incident that affects an employee's school/workplace community, educators may take up to two (2) 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 XXVIII section 8.0. 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 or mentally disabled and unable to perform her-their regular duties due to pregnancy, miscarriage, childbirth and recovery there from, or if the employee's job would cause undue risk to the employee or the completion of a successful pregnancy, she-they shall be permitted to utilize her-their illness absence pursuant to Section 12.0 of this Article. Employees may take up to 18 workweeks of protected leave under the Pregnancy Disability Leave (PDL) and if eligible, may also be entitled to take 12 workweeks of protected time under FMLA and/or CFRA.

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-they must be absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The District will engage in the interactive process to ensure the pregnant employee can stay in active duty as long as possible with or without a reasonable accommodation. The District may require the employee must also supply to provide to the District her their 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 and benefits. must use all his/her accumulated

~~illness/sick leave for a period of up to twelve workweeks. After the 4 paid weeks the employee may use illness/sick leave or other paid leave.~~ Once the employee has exhausted ~~his/her~~ their accumulated illness/sick leave, for the remainder of the twelve week period, the employee will receive 50% of ~~his/her~~ their salary.

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.
- c. 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. 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, an employee shall be granted a paid personal necessity leave 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(s) 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)~~ two (2) occasions 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 state court 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/California Family Rights Act (FMLA/CFRA) 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 **paid or** unpaid Family Care and Medical **Leave (FMLA) and/or California Family Rights Act (CFRA)** 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 worked at least** 130 **equivalent** workdays during the 12 months immediately preceding the **effective date first day** of the leave. For purposes of this section, furlough days, **miscellaneous natural disaster (MSND)** 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 Reasons for Leave: An eligible employee's FMLA and/or CFRA leave/absence entitlement is limited to a total of 12 workweeks during any 12-month period measured forward for one or more of the following reasons:

a. **Birth of an employee's child. Leave must be completed prior to the child's 1st birthday.**

b. **Placement of a child with the employee for adoption or foster care, including time to prepare for the placement, as well as bonding time after the birth or placement of the child. Bonding must be completed within one (1) year of the child being placed with the employee.**

c. **To care for the employee's own serious health condition, including incapacity due to pregnancy*, childbirth*, or related medical conditions, that makes the employee unable to perform one or more**

essential functions of the employee's job (*CFRA applies after employee has exhausted PDL leave. See PDL benefit in Section 10.0 above).

d. To care for the employee's child, parent, parent-in-law**, spouse, domestic partner**, grandparent**, grandchild**, sibling**, or designated person who has a serious health condition, including incapacity due to pregnancy, childbirth, or related medical conditions. (**CFRA only)

e. Any qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, child, or parent in the United States Armed Forces.

f. An eligible employee's FMLA Servicemember leave entitlement is limited to a total of 26 workweeks during any 12-month period measured forward for the following reason:

i. To care for the employee's child, parent, spouse, or next of kin who is undergoing medical treatment, recuperation, or therapy, or is otherwise on the temporary disability retired list for a serious injury or illness while on active military duty in the Armed Forces.

24.12 Definitions: For purposes of this leave FMLA and/or CFRA, the following definitions shall apply:

a. "Child" means a :A biological, adopted or foster child; a stepchild; a legal ward; child of a domestic partner (CFRA only); grandchild (CFRA only); 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. A biological or legal relationship is not necessary for a person to have stood "in loco parentis" to the employee as a child.

b. "Spouse" means a :A husband or wife, including same-sex or common-law marriage entered into in a State that recognizes such marriages, or cohabitant who is the equivalent of a spouse.

c. "Parent" means a :A biological, foster, or adoptive parent; parent-in-law(CFRA only), grandparent (CFRA only) or 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. Family member: "child", "spouse", or "parent" as defined above.

e. Sibling (CFRA only): A person related to another person by blood, adoption, or affinity through a common legal or biological parent.

f. Designated Person (CFRA only): Any individual related by blood or whose association with the employee is equivalent of a family relationship. Employees are limited to one (1) designated person per 12-month period. The designated person may be identified by the employee at the time the employee requests a leave for family care, medical bereavement, and/or Kin Care.

g. **Next of Kin (FMLA Servicemember Leave Only):** Nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter.

e h. "Serious health condition" ~~means an~~ :An illness, injury, (including, but not limited to, on-the-job injuries and pregnancy), impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or a regimen of continuing treatment or supervision by a health care provider.

i. **Incapacity:** An inability to work, attend school, or perform other regular activities due to a serious health condition, treatment thereof, or recovery therefrom.

j. **Inpatient care:** An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in this Section or any subsequent treatment in connection with inpatient care.

k. **Intermittent leave:** Leave taken in separate periods of time due to a serious health condition, rather than one continuous period of time.

l. **Continuing treatment:** In person treatment by a "health care provider" that involves one or more of the following:

(1) a period of incapacity of more than three consecutive calendar days (as well as any subsequent treatment or period of incapacity relating to the same condition) that also involves either two or more treatments by a "health care provider", or treatment by a "health care provider" on at least one occasion that results in a regimen of continuing treatment under the supervision of a "health care provider";

(2) any period of incapacity due to pregnancy (including morning sickness);

(3) any period of incapacity or treatment for an incapacity due to a chronic health condition that requires periodic visits for treatment, which continues over an extended period of time, and may cause episodic (i.e., a period of incapacity for less than three days) rather than a continuing incapacity (such as asthma, diabetes, and migraine headaches);

(4) a period of incapacity that is long-term due to a condition for which treatment may not be effective; and

(5) any period of absence to receive multiple treatments, including treatment of a condition that would likely result in a period of incapacity for a period of more than three days if not treated.

e m. "Health care provider" ~~means an~~ :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 listed with the First Church of Christ, Scientist in Boston, Massachusetts.

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:

24.2-24.3 Length of Leave:

a. An eligible employee's FMLA and/or CFRA leave/absence entitlement is limited to a total of 12 workweeks during any 12-month period measured forward from the beginning date of absence for any of the reasons specified in Section 24.1 above.

b. FMLA and CFRA leave/absence run concurrently when the qualifying reason(s) for both FMLA and CFRA is the same with the exception of pregnancy, childbirth or related medical conditions under PDL in Section 10.0 above. In such cases, CFRA may only be taken after the employee has exhausted the leave permitted under PDL.

c. FMLA Servicemember leave entitlement is limited to a total of 26 workweeks during any 12 month period measured forward.

24.4 Intermittent 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 24.5~~ Approval: ~~Family Care and Medical Leave/Absences FMLA and/or CFRA leave/absence~~ 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 24.6~~ Notification and Scheduling: If the need for the ~~Family Care and Medical Leave/Absences FMLA and/or CFRA 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~~ ~~24.7~~ Medical Certification - Family: For leaves/absences to care for a child, spouse or parent, as defined in ~~24.1 24.2~~ 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 24.8 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 24.7** 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 24.9 Restrictions: In the event that parents who are both District employees each wish to take Family Care and Medical Leave/Absences FMLA and/or CFRA 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 24.10 Compensation and Benefits: Family Care and Medical Leave/Absences FMLA and/or CFRA 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 and Medical Leave/Absences FMLA and/or CFRA 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/CFRA leave/absence (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 Care and Medical Leave/Absence~~ FMLA and/or CFRA 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~~ 24.10 ~~Seniority~~; The period of the ~~Family Care and Medical Leave/Absence~~ FMLA and/or CFRA 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~~ 24.11 ~~Return Rights~~: An employee returning from a ~~Family Care and Medical Leave/Absence~~ FMLA and/or CFRA 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 XIII

SCHOOL STABILITY, SUBCONTRACTING, GRANTING OF PROBATIONARY CONTRACTS, REDUCTION IN FORCE AND REASSIGNMENT, AND RESIGNATION/REINSTATEMENT

1.0 No Subcontracting of Bargaining Unit Work: There shall be no subcontracting of work consistent with that provided by Bargaining Unit employees without the express written agreement of the Union.

2.0 Within six (6) months of the ratification the parties will begin discussions of the process and timeline, to bring existing subcontracting unit work back into the direct employ of LAUSD with said process to be completed within the term of this agreement.

3.0 Should a position or assignment be subcontracted under the terms of section 1.0 above, bargaining unit members will not be required to cover/support the duties of that position/assignment

4.0 Bargaining unit members will have priority over subcontracted staff in all matters related to assignment choices.

5.0 ~~4.0~~ Granting of Probationary Contracts: Except as expressly limited hereinafter, the District shall determine the teaching or service fields in which probationary contracts shall be granted, the number of such contracts to be granted, and the employees who qualify in the teaching or service fields.

5.1 ~~4.1~~ If an opening or vacancy is caused by either (a) a regular employee having been granted a leave of absence of one semester or more, or (b) any other event by which the District knows that the opening or vacancy is to exist for one semester or more, the opening or vacancy shall be filled by a contract employee or by an employee on the applicable District Eligible List rather than by a substitute or substitute extended employee.

5.2 ~~4.2~~ Part-time (half-time or less) contracts may be offered in the regular K-12 program in fields in which eligible lists have been exhausted. Refer also to Article XII, Section 21.1 for part-time assignment provisions for new employees hired effective July 1, 1993 or later.

5.3 ~~4.3~~ If an offer of probationary employment is not accepted, the person's name shall be removed from the District Eligible Lists, and the person shall not be eligible for probationary status by virtue of any other assignment or substitute service.

5.4 ~~4.4~~ Temporary contracts of up to one school year in duration may, in the discretion of the District, be offered to candidates in shortage fields due to (a) lack of recency in teaching experience, (b) pre-employment evaluations which fall just below probationary contract levels, or (c) close failure on

District probationary examinations. At the end of their temporary contract these employees will be notified as to whether they are to be granted probationary status for the ensuing year.

~~6.0 2-0~~ Subjects to Which Probationary Teachers May be Assigned: A probationary teacher may be assigned to teach only in subject(s) or grade(s) for which the teacher is properly authorized by credential or certificate to teach in accordance with the Education Code. District Interns must be assigned to teach only the subject(s) listed on the District Intern Certificate(s).

~~6.1 2-1~~ Normally a probationary teacher shall be assigned to teach in the subject(s) or grade(s) in which the teacher qualified by District examination, and must be assigned at least one-half time in the subjects or grades in which the teacher has qualified by examination and in which contracted. However, if an emergency condition exists in the middle or senior high schools, a probationary teacher may be assigned less than one-half time in the subject fields in which the teacher has qualified by examination under the conditions specified below.

- a. The teacher must be assigned at least one period per day in the subject field in which the teacher has qualified by examination and in which contracted.
- i. The appropriate superintendent must specifically authorize the assignment.
- c. Such an exception may not be granted for more than one year.

~~7.0 3-0~~ Reductions in Force - Order of Termination:

a. Subcontracted employees doing the work generally done by bargaining unit positions shall be released prior to the layoff of any bargaining unit employee.

a. The District shall determine the teaching or service fields in which a Reduction in Force shall be effected, or, alternatively, the District shall determine to effect a Reduction in Force of all probationary employees except those in "shortage fields" as reasonably defined by the District. If the District determines to effect a Reduction in Force in certain teaching or service fields, the District shall determine the number of employees to be terminated in such fields. The District may determine to exempt from the Reduction in Force some but not all employees in a shortage field, and in such instance the order of termination in such field shall be as set forth in Section 3.0(b) herein. If the District determines to effect a Reduction in Force of all probationary employees except shortage field employees, it shall exempt all or some employees presently serving in any of the identified shortage fields, and if it exempts all presently serving employees in a shortage field, it may exempt some or all employees authorized by credential to serve in such shortage field. In regard to the exemption of employees in shortage fields by credential authorization, the District may exempt employees in one or more than one shortage field by credential authorization

without exempting employees by credential authorization in other shortage fields. For purposes of this Article, an employee who is "presently serving" in a teaching or service field is an employee who is assigned to the field for not less than one period (or its equivalent) per day, as of the most recent "norm date" established by the District.

b. The order of termination within a teaching or service field in which a Reduction in Force is affected, in whole or in part, shall be based on seniority within status, beginning with provisional employees, then temporary contracts, then University/Individualized Interns, then District Interns, then Conditional employees, then Probationary 1 employees, then Probationary 2 employees then Probationary 3 employees and finally Probationary 4 employees. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

~~8.0 4.0~~ Notices of Termination: A probationary employee subject to termination shall be provided written notice thereof at least fourteen (14) calendar days prior to such termination. Such notice shall be mailed by certified or registered mail to the address on file in the District's computer system as of the date of mailing, or shall be served on the employee by direct delivery. The notice shall be effective if mailed or delivered as stated above, or if actually received by the employee. The notice shall state that the employee will be terminated pursuant to the terms of this Article, and shall state the date upon which such termination is effective. The notice shall also state that the employee is being offered employment as a day-to-day substitute on the same basis as other day-to-day substitutes. The notice may provide other information such as the basis for the Reduction in Force and the likelihood of reemployment in the future. A Reduction in Force shall be deemed commenced pursuant to this Article upon the action of the Board of Education authorizing the Reduction in Force, so long as the Notices of Termination are served no later than thirty (30) days from the date of such authorization.

~~9.0 5.0~~ Seniority Date: For the purposes of this Article an employee's seniority date shall be determined by the employee's initial probationary service date as defined in Article XI, Section 6.2. Such service date shall not include any beginning date of substitute service which was later deemed to be probationary service.

~~10.0 6.0~~ Reduction in Force Defined: For the purposes of this Article, a Reduction in Force is defined as a reduction in the number of probationary employees in a teaching or service field so that the number of permanent and probationary employees in that teaching or service field at the effective date of the Reduction in Force does not exceed the number needed in the class. The basis for a Reduction in Force shall be limited to the following:

- a. reductions in program offerings;
- b. returns from leaves of absence;
- c. actual or anticipated declines in student enrollment;

- d. reductions in off-norm positions, including Specially Funded positions;
- e. reductions in non-classroom positions;
- f. reductions in permanent certificated positions;
- g. Changes in class size or norm tables as indicated in Article XVIII.

11.0-7-0 Re-employment List: Terminated probationary and permanent employees shall be placed on a District Re-employment List for a period of 39 months from the last day of paid contract service with the District. Excluded from the list are those terminated employees who served in temporary contract, provisional, University Intern, District Intern, or conditional status.

12.0-8-0 Order of Re-employment: Subsequent to a Section 3.0 Reduction in Force, if the District determines that vacancies exist in teaching or service fields, contract offers shall be made to individuals on the appropriate District Re-employment List as follows:

- a. Individuals who were permanent employees shall be made offers of re-employment first, followed by Probationary 4, then Probationary 3, then Probationary 2, and finally Probationary 1 employees. Within each status the individual(s) with the earliest seniority date shall be made offers of re-employment first except that, as between individuals who have the same seniority date, they shall be re-employed in the inverse order of their termination;
- b. If an offer of re-employment is not accepted, the individual's name shall be removed from the District Re-employment List;
- c. Individuals re-employed from the Re-employment List shall be placed in the status to which they would have been entitled but for the termination, provided however, that time spent on said List shall not be counted toward eligibility for permanent status; they shall have restored their initial seniority dates as defined herein.

13.0-9-0 Special Services Salary Table - Termination or Reassignment: Employees serving in other than substitute status in positions paid on the Special Services Salary Table shall be subject to termination or reassignment to a lower class, if such exists, due to a reduction in force as follows:

- a. The order of termination or reassignment shall be by status beginning with University/Individualized Intern status employees, then Probationary 1 or Qualifying 1 status employees, then Probationary 2 or Qualifying 2 status employees, and finally Probationary 3 or Qualifying 3 status employees. Within each status employees with the latest class seniority date shall be terminated first after University/Individualized Intern status employees. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

b. Employees affected by a reduction in force under this Section will be reassigned to the highest classification previously held, if such exists, or to positions for which they are certificated and qualified as determined by the District, or terminated if such employees are not Article XIII – Granting of Probationary Contracts, Reduction in Force and Reassignment, and Resignation/Reinstatement certificated and qualified for any position. Such employees will displace employees with lower seniority in that classification, provided that such displacement shall not result in the termination from District employment of an employee who has greater District seniority.

13.1-9.4 Employees terminated under this Section may be re-employed in the former higher class as follows:

a. Individuals who were Probationary 3 or Qualifying 3 employees shall be made offers of re-employment followed by Probationary 2 or Qualifying 2 and Probationary 1 or Qualifying 1 employees respectively. Within each status the individuals with the same class seniority date shall be re-employed in the inverse order of their termination;

b. For purposes of this Section a class seniority date shall be the date upon which service was first rendered in probationary or qualifying status in that class. Such service shall not include any substitute service which was later deemed to be probationary or qualifying service.

14.0 10.0 Reduction-in-Force for Counselor, Elementary School:
In the event of a reduction-in-force in the classification of Elementary School Counselor, such employee shall be terminated from that class and reassigned according to the provisions of Sections 9.0 and 9.1.

15.0 11.0 Reduction-in-Force for Secondary Counselors:

a. It is understood that all secondary counselor positions are currently filled with either of the following:

- (i) by employees who have both a PPS credential and a teaching credential (the "counselor-teachers"), who have been assigned to a counselor position on a "limited ongoing" basis with earned seniority as teachers; or
- (ii) by employees who have solely a PPS credential (the "PPS-only counselors"), who have earned seniority only as counselors.

In the past, when faced with the need to impose a District-wide reduction-in-force (RIF) of counselors, the District has chosen to reassign counselor-teachers to teaching positions in order to avoid the layoff of PPS-only counselors whose credentials preclude their reassignment to non-counselor positions. This has resulted in the retention as counselors of employees with lower District seniority rights than the reassigned counselor-teachers.

b. Without affecting in any other way the rights of the District to select, assign and reassign counselors pursuant to Article III, for any other reason not prohibited by this Agreement, it is agreed that solely for purposes of District-wide RIFs of counselors the District shall not use its reassignment rights to avoid layoffs. The District shall instead place all employees then serving as secondary counselors (without regard to whether they have credential rights in other fields) on a single seniority list, and then reduce the counselor ranks as required pursuant to the Education Code and/or this Article. Thus, those counselors with the most recent District seniority date will be reduced first, and whatever bumping rights they may have into other classifications will be determined by Code, seniority and credentials.

c. It is understood that all District-wide RIFs of secondary counselors will continue to be handled pursuant to statutory procedures and/or the procedures of this Article, and the above agreement covering counselors is not intended to add to or change the statutory and contractual jurisdiction for such cases, but is instead intended solely as a restriction upon District assignment/reassignment rights in the limited context of implementing a District-wide RIF.

16.0 11.4 Probationary employees shall be entitled to re-employment rights as established by the authority (Education Code or this Article) under which the termination was effected. Subsequent suspension of this Article shall not adversely affect re-employment rights to which the employee was eligible at the time of termination.

ARTICLE XIV

SALARIES

1.0 Salaries:

(Note: sections deleted below have been deleted because they have already been implemented and are reflected in the existing salary schedules upon which the Union's proposal improves).

1. Effective July 1, 2025: Implement restructured salary schedules (see accompanying salary schedules) which include the changes described below.

Upon implementation, no employee will receive less than a 5% salary increase as described below.

2. Effective July 1, 2026: 3% Across the Board Salary Increase to all employees and salary schedules.

Salary Schedule Restructuring to be implemented July 1, 2025:

1. Preparation Salary (T) TABLE

- a) Raise starting salary by 12.6222% to:

· C Basis: \$77,669.90

· B Basis: \$84,143.42

· A Basis: \$99,418.37

- b) Change increases between each of the columns (years of service) to the following:

· Columns 1-10: 3.25%

· Columns 10- 15: 2.5%

· Longevity Steps 20, 25, 30: 1%

- c) Change increases between rows (salary points) to 1.5%.

d) Eliminate the last two rows (26 and 27) so that the number of salary points needed to advance to column 11 is 70 instead of 98. Maintain the 14-point increments to move down the rows. Upon implementation, redistribute educators in column 10 rows 25, 26 across columns 11 – 30 based on their years of service.

e) Add secondary school Career Technical Education teachers to the T table with column placement based on their years of service and credit for documented courses eligible for salary points.

f) To implement the 5% minimum increases:

1) Anyone currently at Pay Scale Column (Level) 11 and Pay Scale Row (Group) 27 will move to Pay Scale Level (Column) 12 and Pay Scale Group (Row) 25 (on the new table) upon implementation.

2) Anyone currently at Pay Scale Level (Column) 10 and Pay Scale Group (Row) 27 will move to Pay Scale Level (Column) 11 and Pay Scale Group (Row) 25 (on the new table) which is an increase of 4.26%. In order to receive the minimum 5% they will receive an additional increase in order to at a rate corresponding with a C basis annual salary of \$115,181.85 (the equivalent to a 5% raise over their current placement). Upon their next column movement they will move back onto the scale at Pay Scale Level (Column 12).

2. SE TABLE: Special Education Teachers and Other Special Education Certificated Employees

a) Raise starting salary by 12.6222% to:

· C Basis: \$ 80,901.03

· B Basis: \$ 87,642.60

· A Basis: \$ 103,505.40

b) Change increases between each of the columns (years of service) to the following:

· Columns 1-10: 3.25%

· Columns 10- 15: 2.5%

· Longevity Steps 20, 25, 30: 1%

c) Change increases between rows (salary points) to 1.5%.

d) Eliminate the last two rows (26 and 27) so that the number of salary points needed to advance to column 11 is 70 instead of 98. Maintain the 14-point increments to move down the rows. Upon implementation, redistribute educators in column 10 rows 25, 26 across columns 11 – 30 based on their years of service.

e) To implement the 5% minimum increases anyone currently at Pay Scale level (Column) 10 and Pay Scale Group (Row) 27 will be

moved to Pay Scale Level (Column) 11 and Pay Scale Group (Row) 25 (on the new table) upon implementation.

3. L TABLE (Alternative Certification):

a) Maintain the table's existing relationship of 87.18% of the proposed T – Table

· C Basis: \$ 67,715.22

· B Basis: \$ 73,358.72

· A Basis: \$ 86,676.30

b) Change increases between each of the columns (years of service) to the following:

· Columns 1-10: 3.25%

· Columns 10- 15: 2.5%

· Longevity Steps 20, 25, 30: 1%

c) Change increases between rows (salary points) to 1.5%.

d) Eliminate the last two rows (26 and 27) so that the number of salary points needed to advance to column 11 is 70 instead of 98. Maintain the 14-point increments to move down the rows. Upon implementation, redistribute educators in column 10 rows 25, 26 across columns 11 – 30 based on their years of service.

e) To implement the 5% minimum increases everyone in Pay Scale Group (Row) 27 (including longevity steps) and all Pay Scale Levels, Pay Scale Group (Row) 26 and Pay Scale Levels (Columns) 3-13, Pay Scale Group (Row) 25 and Pay Scale Levels (Columns) 6-11 will advance one Pay Scale Level upon implementation. After that lateral movement, anyone whose salary is still less than 5% above their current pay will be paid a salary equivalent to a 5% raise over their current pay. Additionally, educators in Pay Scale Level (Column) 10 and Pay Scale Group (Row) 24 as well as Pay Scale Level (Column) 30 and above (who cannot move over laterally) will be paid at a level 5% above their current salary.

f) The parties will meet over the course of the contract to discuss appropriate adjustments to the L Table.

4. N TABLE: School Nurses

a) Raise starting salary by 12.6222% to:

· C Basis: \$ 111,432.91

· B Basis: \$ 120,718.61

b) Change increases between each of the columns (years of service) to the following:

· Columns 1-10: 3.25%

· Columns 10- 15: 2.5%

· Longevity Steps 20, 25, 30: 1%

5. D TABLE: Special Services

a) Raise starting salaries in all rows by 12.6222%

b) Change the increases between each of the columns (years of service) to the following:

· Columns 1-5: 5.5%

· Columns C1 – C4: 2%

6. C TABLE: Early Education

a) Raise starting salary to 68.81% of proposed T Table (current relationship) to:

· C Basis: \$ 53,442.61

· A Basis: \$ 68,375.19

· E Basis: \$ 61,301.39

b) Change the increases between each of the columns to 4%

c) Change the increases between the rows to 5%

d) Make those with BA eligible for the longevity step at year 20

e) Extend columns to 10 in all rows. Upon implementation, redistribute educators in column 5 across columns 6 to 10 based on their years of service. Redistribute those with 20 years or more of service who have a BA to the 20 year column

7. NP TABLE: Nurse Practitioners

a) Raise starting salary 12.6222% to \$ 134,305.35

- b) Change increases between each of the columns to:
 - Columns 1-5: 5% (from current average of 4.56%)
 - Columns C1 - C4: 1.5%, (from current average of 1.3%)

8. THR Hourly Rates: Adult Education Teachers

- a) Raise starting hourly rate (OA) by 12.6222% to \$65.79
- b) Change increases between each of the columns to uniform 5% based on average of current scale.
- c) Change criteria or advancing cross the columns so that an employee advances to the next column after one year of at least 734 hours and 30 hours of staff development for all columns.

9. Substitute Rates: Increase the daily rate and all incentive rates, including but not limited to the Resident Program, Incentive Plan, Extended Substitute by 12.6222%

Notes:

1. The Union's proposal detailed above is based on salary schedule and bargaining unit data provided by the District. The union reserves the right to modify its proposal should additional information from the District change the impact of the union's proposal above.
2. The dollar amounts listed in the union's proposals of A Basis, B Basis, and C Basis above are provided in order to clarify the union's proposal. However, the union's proposal applies to all bargaining unit members on those tables, including those who may be on a basis other than A, B and C. Should there be Bargaining Unit members not covered under the tables and rates listed above the union proposes to increase the salary of those employees and the applicable scales by 12.6222%.
3. No bargaining unit members shall receive a salary reduction under this proposal.
4. All Bargaining unit members shall receive an minimum increase of 5% effective July 1, 2025 and a minimum increase of 3% effective July 1, 2026.
5. Corresponding edits will be made in Article XIV Salaries.

Stipends and Differentials:

Effective July 1, 2025: Increases all stipends, differentials and the training rate by the percentage increase to the first cell of the T-Table (12.6222%) and by all future across the board increases, including the July 1, 2026 across the board increase of 3%).

Additionally, the stipends below will be added or amended as follows:

Activity assignment in visual and performing arts: Increase the existing stipend to equal that of the Athletic Coach stipend schedule

Arts Assistants: Increase existing stipend to equal that of the Athletic Coach stipend schedule

Out of Classroom 8 our onsite positions (voluntary): See Article IX Hours, Duties and Work Year proposal section 3.5 b on the voluntary acceptance of an 8 hour onsite obligation and corresponding stipend. Increase the stipend to \$5,000.

National Board Certification Differential: Extend eligibility to include non-roster carrying staff

Homeless Liaison: Create new stipend for staff who take on the Homeless Liaison role in schools with houseless populations of 3% or greater at \$1800 a year

Inclusion Lead Teacher: New stipend to be created at \$1800 a year

See Article XI-B Master Plan for details related to the addition of the following stipends:

1. Health and Human Service and Out of Classroom Staff who deliver services in the student's primary language
2. Staff whose who hold a BCC/BCLAD or District equivalent and whose 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.
3. If an employee excepts duties that would qualify for multiple stipends they will receive payment for each of those stipends

The Early Education Head Teacher will no longer be required to split the stipend. In cases where two staff members have accepted the Head Teacher responsibility, both will be compensated.

Auditory Verbal Therapist Certificated Staff: New Stipend of \$1800 for AVT Staff that provides the service of Auditory-Verbal therapy for deaf and hard of hearing students.

Lead Nurse Differential: A Lead Nurse Differential of \$1500 per semester, \$3000 per year, shall be paid to a school nurse who has successfully completed a lead nurse training program and who is assigned to a health appraisal team to perform designated duties that supplement the regular duties for a school nurse.

Impact on School Site Budgets: School site budgets will be increased by amounts equivalent to the percentage increase in the cost of positions that result from any across the board salary increase. For the purpose of determining this amount as relates to the implementation of the July 1, 2025 wage scale, school site budgets will be increased by the same percentage as the percentage increase in payroll costs that results from the implementation of the wage scales.

~~A. 2022-2023~~

~~1. Salary Increase:~~

- ~~a. Effective July 1, 2022, all UTLA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- ~~b. Effective January 1, 2023, all UTLA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~

~~2. Nurse and Nurse Practitioner Market Equity Increase~~

~~a. Effective January 1, 2023:~~

- ~~i. All bargaining unit members in the position of School Nurse shall be moved to the newly developed UN Salary Table which will be created by taking line 27 of the C Basis, T table and adding \$20,000 to each step/column prior to the raise in Section A(1)(b) being applied~~
- ~~ii. All bargaining unit members in the position of Nurse Practitioner shall be moved to the newly developed NP Salary Table which will be created by taking line 34 of the C basis, D table salary T table and adding \$20,000 to each step/column prior to the raise in Section A(1)(b) being applied.~~

~~b. Effective July 1, 2023:~~

- ~~i. The onsite obligation of School Nurses shall be increased to seven (7) hours per day.~~
- ~~ii. The onsite obligation of Nurse Practitioners shall remain eight (8) hours per day.~~

~~3. Special Education Teachers Market Equity Increase~~

~~a. Effective June 1, 2023,~~

- ~~b. UTLA bargaining unit members working in Special Education shall be moved to the newly developed SE Salary Table.~~

- ~~c. The SE salary table will take the T table rates and add \$2,500 to the pay scale levels and groups for C basis after the wage increases in Sections A(1)(a) and A(1)(b) are applied.~~
- ~~4. Early Education Teachers Market Equity Increase~~
 - ~~a. Effective June 1, 2023,~~
 - ~~b. UTLA bargaining unit members working in Early Education shall have their annual salary increased on the A basis, G Table by \$1,500 after the wage increases in Sections A(1)(a) and A(1)(b) are applied.~~
 - ~~c. The increase applied to the A basis pay scale levels and groups, and the new hourly rate shall then be used to calculate the increased rates for all other bases.~~
- ~~5. Market Equity Increase for Employees Assigned to the D Table~~
 - ~~a. Effective June 1, 2023,~~
 - ~~b. UTLA bargaining unit members assigned to the C Basis, D Table (with the exception of Nurse Practitioners moving to the NP Table) shall have their annual salary increased by \$3,000 after the raises in Sections A(1)(a) and A(1)(b) are applied.~~
 - ~~c. The increase applied to the C basis pay scale levels and groups, and the new hourly rate shall then be used to calculate the increased rates for all other bases.~~
- 6. Masters and Doctorate Differentials: Effective July 1, 2023, Adult Education and CTE bargaining unit members shall be eligible for Masters and Doctorate degree differentials referenced in Appendix E. Effective July 1, 2024, Early Education Center bargaining unit members shall be eligible for Masters and Doctorate degree differentials referenced in Appendix E.

~~B. 2023 – 2024~~

~~1. Salary Increase:~~

- ~~a. Effective July 1, 2023, all UTLA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- ~~b. Effective January 1, 2024, all UTLA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- ~~c. Adult Education and CTE bargaining unit members shall be eligible for Masters and Doctoral degree differentials effective July 1, 2023.~~

C. ~~2024 - 2025~~

1. ~~Salary Increase:~~

- a. ~~Effective July 1, 2024, all UTLA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- b. ~~Effective January 1, 2025, all UTLA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- c. ~~Early Education bargaining unit members shall be eligible for Masters and Doctoral degree differentials effective July 1, 2024.~~

D. All of the April 26, 2005 changes in Articles XIV and XV are to become effective only for future salary point credit and rating-in determinations, and were made possible only by amendments to the applicable Education Code and Government Code sections so that none need be made on a retroactive basis and no past determinations need be disturbed nor will be disturbed, either positively or negatively. Application of the new rules will be limited to coursework/activities completed on or after April 26, 2005. Determinations made by the Joint Salary Point Credit Committee shall similarly be applied prospectively.

1.1 Full-Time Basic Assignments: For compensation purposes only, full-time basic assignments shall be the number of hours per working day as shown below or the pay period equivalent thereof. Such basic assignment hours are not to affect or reduce the actual hours of service and duties as required under Article IX. Each employee with less than a full-time assignment shall receive the same fraction of full salary for the position which the fraction of assignment bears to full-time assignment except as provided for certain part-time summer school employees.

Adapted Physical Education, Teacher, K-12 (6)	Instructor, Driver Safety (8)
Adult Teacher, Academic Instruction (6)	Instructor, JROTC (6)
Adult Teacher, ESL (6)	Library Media Teacher (6)
Adult Teacher, Hourly Rate (6)	Nonclassroom Assignment, Preparation Table (6)
Adult Teacher, Monthly Rate (6)	Nonschool Assignment, Preparation Table (8)
Adult Teacher, Public or Private Contract (6)	Orientation & Mobility Instructor (8)
Adult Teacher, Staff Development (4)	Program Adviser, City of Angels School (8)
Adult Teacher, Temporary Classes (4)	
Adult Teacher--Adviser (6)	Psychiatric Social Worker (8)
Adult Teacher--Counselor (6)	Psychologist, Clinical (8)
Adviser, Categorical Program (6)	Regional Occupational Contract Teacher (6)
Adviser, Work Study (8)	School Audiometrist (6)
Adviser, Work Experience Education (8)	School Nurse (7)
Alternate Preparation Table Assignment (6)	School Optometrist (6)
Career Adviser (6)	School Occupational Therapist (8)

Categorical Limited Contract Teacher (6)	School Physical Therapist (8)
Early Education Center Teacher (8)	School Psychologist (8)
Coordinating Adviser, Social Services Collaborative (8)	Secondary School Counselor (6)
Coordinating Field Librarian (8)	Secondary Teacher (6)
Coordinating Librarian (8)	Senior Educational Audiologist (8)
Coordinating Officer, JROTC (8)	Senior Instructor, JROTC (6)
Coordinating Pupil Services and Attendance Counselor (8)	Senior School Psychologist (8)
Coordinating School Audiometrist (8)	Special Education Teacher (6)
Coordinating Training Teacher (8)	Special Education Teacher-Off Norm (6)
	Teacher, Grades 7-9 (6)
	Temporary Adviser, Early Education Center
Counselor, Adult Vocational (8)	Salary Table (8)
Counselor Pupil Services and Attendance (8)	Temporary Adviser, Special Services Salary Table (8)
Counselor, Student Discipline Proceedings (8)	Temporary Resource Teacher (8)
Counselor, Young Adult (8)	Temporary Resource Teacher, Hourly (4)
Development Center Teacher (6)	Elementary Teacher (6)
Educational Audiologist (8)	
Elementary School Counselor (6)	

1.2 Retirement Bonus: In order to encourage employees to remain in the District, employees who were employed by the District for 1992-93, and then retire from the District (on an STRS-eligible basis) commencing July 1, 1994 or thereafter, shall receive a lump sum bonus at the time of retirement to partially compensate for employee contributions to the District by loss of compensation during the fiscal crisis faced by the District. Upon retirement, an employee will be paid an amount determined by multiplying the employee's regular daily rate for the year preceding the retirement date by 20.4. Employees otherwise qualifying for this bonus shall not be disqualified by virtue of the fact that they were on an approved leave of absence at the time of STRS retirement.

1.3 The provisions of this Article (XIV) and Article XV have been reformed pursuant to the terms of the 1997-98 Blitzer/DePace and Summe Class Action Salary Settlement Agreement. Eligible employees will be re-rated effective July 1, 1997 or date of hire, whichever is later.

2.0 Allocation of Employees Carried Over From the Preceding School Year: If a step advancement, reallocation, reclassification, promotion

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and/or demotion become effective at the same time, salary adjustments for the employees affected shall be made according to the following priority:

- a. Allow any earned step advancement and any earned schedule advancement.
- b. Allow for increase or decrease due to reallocations or reclassification.
- c. Allow for increase or decrease due to promotion or demotion.

3.0 Minimum Requirements for the Preparation Salary (T and L)

Tables: The ways in which minimum requirements shall be met for the Preparation Salary (T and L) Tables are a bachelor's degree conferred upon completion of a standard four-year college course, or possession of a Special Secondary Limited Industrial Arts Credential, Special Secondary Vocational Class A Credential, or any Designated Subjects Teaching Credential with Specialization in Vocational Trade and Technical teaching.

3.1 The minimum requirements for the Early Education Center and Development Center Salary Tables shall be 60 semester units or equivalent quarter units credit from an accredited college or university.

4.0 Allocation to Early Education Center and Development Center

Salary Tables: New Early Education Center Teachers and Development Center Teachers, other than temporaries and day-to-day substitutes, who possess 14 or more points as defined in Article XV, Section 2.0, shall be allocated to Step 1, Schedules 16 and 12, respectively. Such teachers who possess a bachelor's degree shall be allocated to Step 1, Schedules 18 and 14, respectively. New Early Education Center teachers possessing a regular California elementary or early childhood teaching credential shall be allocated to Step 1, Schedule 19. All other new teachers shall be allocated to Step 1, Schedules 15 and 11, respectively. Teachers serving in development centers who hold a valid restricted severely handicapped credential shall be allocated to Schedule 15 of the Development Center Salary Table. Teachers serving in development centers who hold valid credentials authorizing the teaching of severely handicapped (other than restricted) shall be classified as regular special education teachers and compensated accordingly. Day-to-day substitute Early Education Center teachers and day-to-day substitute Development Center teachers shall be limited to Schedules 15 and 11, respectively, and shall be paid not more than the amount specified in Article XIX.

5.0 Allocation to Preparation Salary (T) Table - - Rating-in of

Employees Serving Under Regular Credentials: Employees serving under regular credentials who are assigned to positions paid on the Preparation Salary (T) Table shall be allocated to the table as follows. Schedule placement shall be in accordance with point totals set out in Section 17.0 of this Article. The step

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placement shall be determined from the following table up to a maximum of Step 10.

<u>Years of Acceptable Experience</u>	<u>Step</u>
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9 (or more)	10 (maximum placement)

5.1 This section does not apply to employees serving under alternative Certification, Early Education Center teachers, Development Center teachers, or Categorical Limited Contract teachers.

7.0 Allocation to and Within the Preparation, Early Education Center, and Development Center Salary Tables: New, current, or former employees who are elected to a classification paid on the Preparation, Early Education Center, or Development Center Salary Table or whose classification or status on such tables is changed shall be allocated as follows:

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FROM	TO Provisional Pre-Intern or Waiver**		TO Probationary, Temporary, District Intern,** Individualized Intern or University Intern**		TO Permanent	
	<u>Step</u> Rate-in	<u>Schedule</u> Rate-in	<u>Step</u> Rate-in	<u>Schedule</u> Rate-in	<u>Step</u> --	<u>Schedule</u> --
1. New employees and former employees (except as provided in 3 below) who return after more than 39 months						
2. Former extended day-to-day substitute, University Intern, District Intern, Individualized Intern, temporary contract, provisional, pre-intern waiver, probationary or permanent employees who return within 39 months	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in
3. Former extended day-to-day substitute, University Intern, Individualized Intern, District Intern, temporary contract, provisional, pre-intern waiver, probationary or permanent employees who return after 39 months effective 7-1-85 or thereafter may be restored or rate-in (See Section 15.2)	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in
4. Current day-to day substitutes formerly assigned to a schedule without a break in service are reassigned after 39 months	Rate-in	Rate-in	Rate-in	Rate-in	--	--
5. Current provisional employees	Retain	Retain	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in
6. Current temporary contract, probationary, or permanent employees	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in
7. Current probationary or permanent hourly rate schedule employees	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in
8. Current employees on Schedules 11 through 19 of the and DC Tables going to a class on Schedules 20 through 27 of the Prep. Table	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in

*Career increment is not restored

**Teachers in District Intern, University Intern, Individualized Intern, Provisional, Pre-Intern and Waiver status will be paid on the Teacher Preparation (L) Salary Table.

7.1 When an employee is both a current and former employee, the allocation will be used that is to the employee's advantage.

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7.2 Return to permanent status is limited to former permanent employees.

7.3 The former step for a former employee shall include earned step advancement not granted.

7.4 An employee transferred to the Preparation, Early Education Center or Development Center Salary Table under the terms of Section 10.0 shall be allocated in accordance with the provisions of such Section, or in accordance with the above provisions, whichever is to the employee's advantage.

7.5 No allocation shall be to a higher rate than that provided by the maximum step and schedule number, plus appropriate differentials, for the classification to which the employee is assigned.

8.0 Allocation to Preparation (L) Salary Table - - Rating in of Employees Serving Under Alternative Certification: Employees serving under alternative certification (provisional, pre-interns, university interns and district interns, etc.) shall be allocated to the Preparation Salary (L) Table as follows:

a. Except as provided in Section c below, the maximum rating-in schedule placement shall be Schedule 22. The step placement shall be determined from the following Table:

<u>Years of Experience</u>	<u>Step</u>
0	1
1	1
2 or more	2

b. Minimum requirements are the same as for probationary employees paid on the Preparation Salary (T) Table. Credit for the types of approved experiences shall be allowed on the same basis as for new probationary employees.

c. Employees serving in District Intern or University Intern Status, Special Education teachers on a provisional contract with a Master's degree in Special Education, and Special Education teachers serving on an emergency permit who hold out-of-state training and state certification who have passed the CBEST, will be paid on the Teacher Preparation (L) Salary Table but may rate-in as indicated in Section 5.0 above.

8.1 The provisions concerning the filing of rating-in papers shall be the same as for probationary employees.

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8.2 This Section does not apply to the rating-in of Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary (L) Table.

9.0 Salary Rates for Employees on Leave to Substitute: In the case of employees with probationary or permanent status who serve in substitute status in another class, the employee's salary shall be determined as follows:

a. When an employee serves as a substitute in a class having a higher maximum salary rate than that of the class to which regularly assigned, the employee shall receive the salary in the higher class which is next above the salary rate to which entitled in the regular class; and

b. The salary rate described in a. above shall be paid during any period in which the employee substitutes for five or more consecutive working days. When the substitute service is for less than five consecutive working days, the employee's normal salary shall be paid.

c. When an employee serves as a substitute in a class having a lower maximum rate, the salary shall be as provided in Article XIX.

10.0 Transfer to the Preparation, Early Education Center, or Development Center Salary Table: In case of a reduction-in-force as a result of which an employee is reduced to a class paid on the Preparation, Early Education Center or Development Center Salary Table, other than upon return from substitute or temporary service in the higher class, the employee's salary shall be determined as follows:

a. Place such employee on the step of the applicable minimum schedule of the Preparation, Early Education Center or Development Center Salary Table at the same rate, if it appears on the Table; or if the rate does not appear, the nearest rate above; or if a higher rate does not appear, the maximum of such numbered schedule.

b. Allow such employee point credit for approved preparation and allocate to the appropriate schedule of the Preparation, Early Education Center or Development Center Salary Table on the numbered step determined in accordance with "a" above. If the pay period rate is lower than the employee's former rate, the employee shall be placed on a higher schedule at the same rate if it appears on any numbered schedule; or if the rate does not appear, the nearest rate above; or if a higher rate does not appear, the maximum schedule.

c. Allocation as determined herein shall not act so as to place an employee, who is returning to the Table within the same school year, to

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a higher rate than the employee could have obtained had the employee remained on the Preparation, Early Education Center or Development Center Salary Table.

d. Schedule placement will be based on information on file in the Human Resources Division at the time of the election. Higher schedule placement will be retroactive provided the additional material is on file within four calendar months after the effective date of the election. A current or former probationary or permanent employee returning within 39 months from the last day or which salary was received, who is being assigned (under other than a reduction-in-force) to a class paid on the Preparation, Early Education Center or Development Center Salary Table from a class paid on another pay period rate salary schedule, shall be placed either on the step and schedule the employee would have been entitled to had the employee been paid on the Preparation, Early Education Center or Development Center Salary Table for all service on the other salary schedule, or under Section 7.0, whichever is to the employee's advantage.

11.0 Allocation to an hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule.

12.0 Step Placement for Junior Reserve Officer Training Corps Employees: If the combined military retirement pay plus the District salary of a JROTC program employee is less than the active duty pay and allowances which such employee would receive if ordered to active duty for the same span of time as the annual District assignment, the employee shall be allocated to the step of the appropriate schedule for the class to which assigned which will provide an amount equal to or next above the minimum required amount. If the maximum step of the appropriate schedule does not provide the necessary minimum annual salary, the employee shall be paid at a flat pay period rate equal to a rate on a higher schedule number of the Special Services Salary Table that will provide an amount equal to or next above the minimum required amount. This allocation shall be adjusted upward or downward, as appropriate, based on changes in District salary rates, armed forces active duty salary rates, or the employee's armed forces retirement pay, but shall not be less than the step of the appropriate schedule to which the employee would be allocated through normal step advancement.

12.1 Subsequent step advancements on the schedule for the employee's classification shall be made in accordance with Section 16.0 of this Article.

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13.0 Rating-in for Approved Training and Experience: Rating-in for approved training and experience for employees paid on the Preparation, Early Education Center, or Development Center Salary Tables shall be authorized in accordance with the following provisions:

a. New employees in a position on the Preparation, Early Education Center, or Development Center Salary Tables shall be elected to the minimum step and schedule applicable to the class in which the employee is to serve pending approval for advanced step and/or schedule placement.

b. Rating-in above the original placement shall be permitted only in accordance with the following conditions:

- (1) A rating-in claim for credit for previous training, degree, and/or experience must be filed on the proper forms with official verifying documents attached.
- (2) The date that the rating-in claim is filed is the date that it is received in the Salary Allocation Unit or, if sent by United States mail addressed to the Human Resources Division, the date of the postmark. The effective date of an advanced step and/or schedule placement and/or degree differential depends upon the filing date of the rating-in claim and verifying documents according to the following Table, but in no case earlier than the effective date of election:

Date of Filing

Within four calendar months
from effective date of election

After above four-month period

Effective Date

Effective date of election

Beginning of following pay period

c. If an employee files a protest of the evaluation of a rating-in claim and additional credit is allowed, any salary adjustment shall be retroactive to the effective date of an allowance based on the original claims.

d. If an employee has filed a rating-in claim, subsequent rating-ins shall be based upon records on file in the Salary Allocation Unit.

e. A new employee who has filed a rating-in claim may file additional supplemental rating-in claims for coursework and/or experience acquired prior to initial employment; however, such claims will be evaluated in accordance with provisions in effect at the time the claims are filed. Allocation to a higher step and/or schedule or allowance of a degree

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differential on the basis of a properly filed supplemental claim shall be retroactive to the effective date of election if the claim is filed within four calendar months of such date. If the supplemental claim is filed after four calendar months from the election date, the allocation shall become effective at the beginning of the employee's next pay period following the filing date.

f. Previous training and experience is defined as training and experience completed before the effective date of any election for which rating-in is provided. In order to receive rating-in credit for a degree, the degree must have been granted or there must be satisfactory evidence that all requirements for the degree were completed and of eligibility to receive the degree prior to the effective date of election.

14.0 Approved Experience: New contract employees assigned to positions paid on the Preparation Salary (T and L) Tables shall be allowed credit for the types of paid experiences which are listed below, for the purpose of allocation to the salary schedule, provided that proof of such experience has been submitted, and that no more than one year of credit may be granted for experience acquired during any one school year. (Effective April 26, 2005) Qualifying experience involving prior service shall be limited to assignments of one semester or more. Credit may be granted for District experience, including substitute service, during the year in which rating-in is effective. Subject to the above, the applicable experience is as follows:

a. Day school certificated experience in approved public schools and teaching experience in approved institutions of collegiate grade level.

b. Day school experience in approved elementary and secondary schools other than public schools, such credit not to exceed five years.

c. Non-Day School Certificated Experience may be granted for employees hired in shortage fields under the following conditions:

(1) All non-day school paid experience must reflect a direct relationship to teaching, provide evidence of the use of skills applicable to teaching, and have been full-time or the equivalent, to receive salary credit not to exceed five years;

(2) Additionally, pre-school or other early childhood education experience must have been in state accredited, state or federal approved, or Early Education Center permit programs; and

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- (3) Special Education experience must also have been at work sites or in programs that were state certified, provided instructional rather than custodial care, or were receiver schools for public school students under provisions of Public Law 94-142.

d. Vocational experience related to the field to which a teacher is assigned with a teaching credential that has as a requirement the completion of trade experience consonant with the subject named on the credential. The experience must have occurred after completion of an approved four-year learning period. Such learning period shall consist of an apprenticeship, a recognized equivalent occupational or collegiate level preparation, or a combination thereof. College units, which are consistent with the subject trade named on the credential, shall be allowed for the learning period on the basis of 30 semester hours coursework equivalent to 50 weeks of trade experience. Fifteen semester hours shall be equivalent to 25 weeks of trade experience. Amounts of less than 15 semester hours are not allowable. The maximum number of units equated as trade experience shall not exceed 60 semester hours. Credentials applicable under this paragraph which have as a prerequisite trade experience are:

Special Secondary Vocational Class A Credential in Trade and Public Service Education

Special Secondary Vocational Class B Credential in Trade and Technical Subjects Related to Trade and Industrial Occupations

Special Secondary Limited Credential in Industrial Arts Education

Designated Subjects Teaching Credentials with Specialization in Vocational Trade and Technical Teaching

Designated Subjects Teaching Credential in Industrial Arts and Occupational Subjects

e. Professional non-teaching experience in a shortage field, which the District reasonably deems to be the equivalent in value to acceptable teaching experience (e.g., new mathematics teacher previously employed as mathematician). To receive such credit, the applicant must have a degree in the shortage field and be contracted as a probationary employee in the designated shortage field. For purposes of this section, this may include District Interns contracted in subject fields limited to math, science, English, and special education.

f. Professional librarian experience in an approved public or private library. Credit for librarian experience in approved private libraries may not exceed five years.

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g. Public adult education teaching experience. Credit is to be computed on the basis of four hours of classroom teaching as the equivalent of one day. No such credit shall be given for adult education experience on any date for which day school experience is given.

h. Experience as a School Nurse in an approved public school or experience as a Public Health Nurse in an approved public or private agency.

i. Experience as a professional Psychologist in an approved public or private agency.

j. Experience as a Social Worker in an approved public or private agency.

k. To receive credit under sections a, b, d, e, f, g, h, i, and j, experience must have occurred after possession of an earned bachelor's degree.

l. To receive credit, previous experience must have occurred during the twenty-three years immediately preceding the election for which rating-in is provided.

m. A year of experience shall be defined as paid service for at least 130 days during a school year for school experience or 170 days during a calendar year for other experience, with the following exceptions:

- (1) Qualifying school experience will be combined from any two school years within a period of three consecutive school years for initial placement on the Preparation Salary (T and L) Tables pursuant to the requirements set forth in Section 16.0 a (2) of this Article.
- (2) A year of vocational experience used for either the learning period or step placement, as set forth in paragraph "d" of this section, shall be cumulative over one or more calendar years and shall consist of 250 days.
- (3) (Effective April 26, 2005) Qualifying experience involving prior service shall be limited to assignments of one semester or more.

This section does not apply to the rating-in of Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on

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the Preparation Salary (L) Table. (See Sections 4.0 and 7.0 of this Article and Appendix E, Section 3.b)

15.0 Return to Service - Salary Restoration: A former employee who re-enters service within a 39-month period from the last date of paid service on the same or equivalent salary table shall have restoration as provided in Section 7.0. Status and tenure rights (if any) are determined by the employee's assignment and credential and by applicable law. The original seniority date is not restored.

15.1 A former employee who re-enters service in a higher class within a 39- month period from the last date of paid service shall be restored to the appropriate rate for the former schedule in accordance with the above procedures. Such employee shall then be allocated for the new higher class in accordance with provisions for assignment to a higher class.

15.2 A former employee who re-enters service after a 39-month period from the last date of paid service on the same or equivalent salary schedule shall be rated-in in accordance with Section 7.0 of this Article; a former employee who returns after a 39-month period effective 7-1-85 or thereafter may, in the discretion of the District, rate-in or have step and schedule restored, but shall not be eligible to have the career increment restored. For all other purposes, including status, tenure and seniority date, the employee shall be treated as a new hire.

16.0 Step Advancement: An employee not on the maximum step of the schedule shall receive a step advancement effective at the beginning of the employee's regular annual assignment basis in accordance with the following:

a. Pay Period Rate Schedule. The employee must have been paid for service or for leave on the employee's current or higher schedule for the number of hours corresponding to 130 full-time days during the previous school year. In addition, qualifying experience will be aggregated upon request by the employee to the Salary Allocation Office, as specified below. (Effective April 26, 2005) Qualifying experience involving prior service shall be limited to assignments of one semester or more.

- (1) Qualifying substitute and contract experience which occurred within a single school year will be aggregated in determining whether the employee has the equivalent of 130 full-time days of qualifying experience required for step advancement on the Preparation Salary (T and L) Table.
- (2) Qualifying experience from any two school years within a period of three consecutive school years will be aggregated in determining whether an employee has the equivalent of 130 full-time days of experience required to obtain credit for a year of experience for initial placement or step advancement on the

Preparation Salary (T and L) Table. If experience is aggregated pursuant to this section, any surplus days of experience (i.e., hours in excess of the number needed for a two-year aggregate of 130 full-time days) may not be aggregated or carried over to apply for any further experience credit. Pre-employment experience cannot be combined with District experience for purposes of step advancement on the Preparation Salary Tables.

b. Adult Hourly Rate Schedule. The employee must have been paid on the Hourly Rate Schedule for 156 hours during the previous school year. Effective July 1, 2002, the employee must have been paid on the hourly rate schedule for 734 hours and completed the required professional development training, during the previous school year.

(1) Step Advancement for Teachers working less than 18 hours per week: Those teachers assigned less than 18 hours per week may complete the requirements in one school year or use the two (2) consecutive school year option. Under the two-school year option, the candidate for advancement in Year One must declare in Year One which two (2) consecutive school years are being used by April 15. (The candidate may not carry over hours from Year One if advancement is not accomplished in the declared two (2) consecutive school years.) The candidate must accrue 734 hours including hours paid as an adult education substitute and complete 30 hours of staff development, in two years.

(2) Staff Development Plan Completion Requirement for Step Advancement: Effective July 1, 2002, the employee must have been paid on the adult hourly rate schedule for 734 hours including hours paid as an adult education substitute. In addition, staff development documentation must be completed and submitted to the Adult Personnel Unit by June 16. Refer to the Staff Development Plan dated May 9, 2002.

c. Paid time while on leave to serve full-time in another class paid on the same or higher schedule or an hourly rate shall also count as paid time in the class from which on leave.

d. Time on exchange, position, member of legislative body, military, organization and paid leaves shall count as paid time in the class

from which on leave provided the employee furnishes the Controlling Division verification of time spent on such leaves.

e. An exception shall be made to the above requirements and step advancement shall be granted to an employee who received salary for at least 90% of the number of hours required for such advancement when

the failure to receive salary for the required number of hours was as the result of an illness or injury which arose out of and in the course of employment with the District and which qualifies under the worker's compensation laws of the State.

17.0 Schedule Placement or Advancement on the Preparation Salary (T and L) Tables (Schedule 20 through 27): In order to qualify for a schedule placement (except as provided in Section 8.0 of this Article) or advancement on the Preparation Salary (T and L) Tables, the employee must possess the requisite total number of points according to the following schedule:

Points in Excess of Minimum		Points in Excess of Minimum	
<u>Schedule</u>	<u>Requirements</u>	<u>Schedule</u>	<u>Requirements</u>
21	14	25	70
22	28	26	84
23	42	27	98
24	56		

The study on which the points are based must qualify under Article XV, Section 1.0. This provision does not apply to Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary (L) Table.

18.0 Schedule Advancement - Early Education Center and Development Center Salary Tables: In order to qualify for a schedule advancement on their respective salary tables, Early Education Center Teachers and Development Center Teachers must meet requirements according to the following:

<u>Advancement to Schedule</u>		<u>Requirements</u>
<u>EE</u>	<u>DC</u>	
16	12	14 points above minimum requirements
17	13	28 points above minimum requirements
18	14	bachelor's degree
	15	possession of a California restricted severely handicapped credential (applicable only to Development Center Teachers)
19	-	possession of a California elementary or early childhood teaching credential (applicable only to Early Education Center Teachers)

20.0 Schedule Advancement and Degree Differential: Schedule advancement will be granted provided the total point credit meets requirements for

schedule advancement, and the point applications and verifications have been properly filed in accordance with established regulations and procedures.

a. For employees whose base salaries are set by the Preparation Salary (T) Table, and employees included in Section 8.0c of this Article, previous rules limiting probationary employees to one schedule advancement every 52 weeks or once every 26 weeks for permanent employees are rescinded, and credit will be awarded as provided in Article XV with an effective date as determined in Section 20.1 below.

b. For employees whose base salaries are set by the Preparation Salary (L) Table, a maximum of one schedule advancement will be allowed for each 52-week period (e.g., from March to March of the following year), measured from the effective date of the employee's initial allocation, or last schedule advancement, or eligibility for advancement.

c. For employees whose base salaries are set by the Early Education Center or Development Center Salary Tables, a maximum of one schedule advancement will be allowed for each 52-week period for non-permanent employees (e.g., from March to March of the following year) or each 26-week period for permanent employees, (e.g., from November to May) measured from the effective date of the employee's initial allocation, or last schedule advancement, or eligibility for advancement, except for allocation to Development Center Schedules 14 or 15, or Early Education Center Schedules 18 or 19.

d. Advancements may occur as set forth in this section provided the multicultural requirements of Section 22.0 are satisfied.

20.1 For employees paid on the Preparation Salary (T) Table, and employees included in Section 8.0c of this Article, the effective date of the schedule advance will be the beginning of the employee's first pay period which begins after (1) the required points were completed provided verification is received within four calendar months, or (2) the filing date of the point application, whichever is later.

20.2 For employees paid on the Preparation Salary (L) Table or the Early Education Center or Development Center Salary Tables, the effective date of the schedule advancement will be the beginning of the employee's first pay period which begins after: (1) the required points were completed provided verification is received within four calendar months, (2) the filing date of the point application, or (3) the ending date of the above required period on a schedule, whichever is later.

20.3 The date that a point application is filed is the date that it is received in the Salary Allocation Unit, or if sent by the United States mail addressed to the Human Resources Division, the date that it is post-marked.

20.4 The same requirements for completion of study, filing of proper application form, and effective date of differential shall apply to the degree and Specialist Nurse differential as for schedule advancement. In order to receive a degree differential, the degree must have been granted, or there must be

satisfactory evidence that all requirements for the degree have been completed and of eligibility to receive the degree.

21.0 Eligibility for Degree Differential: An employee on the Preparation, Early Education Center, Development Center, or Special Services Salary Table is eligible for a degree differential under the following conditions:

a. Possession of an earned master's degree or other equal advanced earned degree of at least equivalent standard granted by an accredited institution of higher learning or earned degree of at least equivalent standard granted by a foreign university, the equivalency of any degree being determined by the Superintendent, (not applicable to Special Services Salary Table employees) or

b. Possession of an earned degree of doctor of philosophy or other earned degree of equivalent standard, the granting and equivalence according to the provisions of subsection "a" above, or

c. Possession of an earned professional doctor's degree or other degree of equivalent standard granted by an accredited institution of higher learning, provided that:

(1) The requirements for the above degree include the completion of a three-year doctoral or equivalent program in the professional field in which the degree is obtained.

(2) The employee has a baccalaureate or other earned degree of at least equivalent standard granted by an accredited institution of higher learning in addition to the professional degree specified in paragraph "1" above; and

d. Satisfactory evidence that the degree has been granted or that all requirements have been met and that the employee is eligible to receive the degree must be filed according to the time limits and other point regulations.

22.0 Courses on Multicultural Understanding Required: To qualify for a schedule advancement on the Preparation, Early Education Center or Development Center Salary Table, the employee must have completed a minimum of two of the four required semester units or equivalent of study in Multicultural Understanding. The remaining two units must be completed prior to any subsequent schedule advancement. This requirement will not be applicable for salary schedule advancement after the completion of four semester units or the equivalent. Multicultural Understanding coursework must pertain to a minority group represented in the District student enrollment. The above units may also be used to meet the point total for schedule advancement.

23.0 Eligibility for Career Increments: An employee being paid on the maximum step of the Special Services Salary Table or the maximum step and

schedule of the Preparation Salary Table, Early Education Center Salary Table or Development Center Salary Table is eligible for a career increment as soon as the requirements set out below are met. Effective April 26, 2005, the “two-unit recency” requirement is eliminated, on a non-retroactive basis.

23.1 Preparation Salary Tables:

a. To be eligible for the first career increment, the employee must have met step advancement requirements for five years while allocated to the maximum (steps 10 - 14) on Schedule 27 of the Preparation Salary Table, or a higher rate while not paid on the Preparation Salary Table, provided the employee has met the multicultural requirement of Section 22.0 above.

b. If the required courses on multicultural understanding are completed after the above five-year period, the effective date of the first career increment shall be determined under the contractual provisions governing the effective date of schedule advancement.

c. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

d. To be eligible for the third career increment, the employee must have been paid on the second career increment for five years while meeting step advance requirements.

e. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance requirements.

f. Service rendered previous to a break in service that was greater than 39 months shall not be considered.

23.2 Special Services Salary Table:

a. To be eligible for the first career increment, the employee must be serving under a credential requiring a baccalaureate degree;

b. The employee must have served for at least 14 school years during which step advance requirements were met. Years of service outside the District which are creditable for rating-in step placement purposes (maximum of five) shall count toward the 14-year requirement;

c. The employee must have served five school years on the top rate of either a Special Services Salary Table Schedule or the top rate of the Preparation Salary Table (or a combination of both) and during each of the five years must have been paid for the number of hours required for step advance. The five years need not be consecutive;

d. Effective April 26, 2005, the “two-unit recency” requirement is eliminated, on a non-retroactive basis.

e. The employee must have completed two staff development credits meeting the multicultural requirement as described in Section 22.0

f. The employee is subject to the requirements of Section 23.1 above.

g. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

h. To be eligible for the third career increment, the employee must have been paid on the second career increment for five years while meeting step advance requirements.

i. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance requirements.

23.3 Early Education Center Salary Table:

a. To be eligible for a career increment the employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Early Education Center Salary Table, or a higher rate while not paid on the Early Education Center Salary Table. (See Appendix E, Section 2.1)

b. The employee is subject to all the requirements of Section 23.1 above.

23.4 Development Center Salary Table:

a. To be eligible for a career increment the employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Development Center Salary Table, or a higher rate while not paid on the Development Center Salary Table.

b. The employee is subject to all of the requirements of Section 23.1 above.

24.0 Salary Differentials: A salary differential may be paid in addition to the employee's regular salary because of (a) an additional earned degree, (b) prolonged years of service, (c) extra assignments involving additional duties, (d) specialist nurse duties and lead nurse duties, (e) additional responsibility, (f) work location, or (g) the temporary assignment of different duties. Such differentials may be computed on a pay period, seasonal, semester, session, quarterly, daily, or an hourly basis, but payment will be made in a lump-sum following the end of a season or semester, or as an additive following the end of a regular pay period,

as determined by the District. Nothing in this Section shall preclude an employee from performing such responsibilities and/or activities without receiving a differential.

a. Degree Differentials. A degree differential is granted to an employee paid on the Preparation, Early Education Center or Development Center Salary Table because of the holding of a master's or doctor's degree (for Special Services Salary Table employees doctor's degree only). Such a differential is part of the employee's pay period salary rate. The differential is included with the regular salary in computing retirement or determining salary upon promotion.

b. Career Increment Differential. A career increment differential is granted to employees on the Preparation Salary Table, Early Education Center Salary Table, Development Center Salary Table, and Special Services Salary Table because of longevity of service. The differential is part of the employee's pay period salary rate and is included in computing retirement, and in determining salary upon promotion.

c. Assignment Differentials. An assignment differential may be granted to school-based employees because of additional duties which are related to the basic assignment but which require service in addition to the duties of the regular position. The assignment must involve working with students or performing duties specifically related to the assignment beyond the scheduled workday. The responsibilities of the assignment and the rate of pay shall be agreed upon in writing by the responsible administrator and the employee before the assignment begins. Such differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion. The number and type of assignment differentials allocated to each location shall be determined by the District. Assignments differentials may be paid for the following functions:

- (1) Activity Assignment. An activity assignment differential may be assigned each semester or season by the principal to an employee for service in the areas of choral music, drama, drill team, instrumental music, journalism, speech, statecraft, student activities, yearbook, and other recognized or experimental school programs approved by the Superintendent;
- (2) Athletics Differential. An athletics differential may be assigned each season by a senior high school principal to an employee for service as an interscholastic athletic coach; and
- 3) Coordinating Differential. A coordinating differential may be assigned each semester by the principal or the Interscholastic Athletics Office to an employee for school coordinating service in interscholastic athletics or league coordinating service in interscholastic

athletics. Such differentials may also be assigned by the principal for coordinators in the areas of audiovisual, counseling, early childhood, ESL, gifted, health, library/media, reading, special education, student government, subject field or grade level leadership (department or grade level chairpersons), work experience, or with the approval of the Local District Superintendent, other activities related to the operation of the school.

- 4) Early Education Center Head Teacher Differential. A differential of \$1600 (current) will be assigned for each Head Teacher at an EEC Site. This differential may not be split among educators, each Head Teacher who performs the duties of the lead teacher is eligible to receive the full differential.

The District bulletin regarding Supplemental Pay Guidelines, Interscholastic Athletics, and Coordinatorships, in its then-current form, will be posted at each school site during the time such assignments are being determined.

d. Specialist Nurse Differential. A Specialist Nurse Differential shall be paid to a school nurse who has successfully completed a specialist nurse training program and who is assigned to a health appraisal team to perform designated duties that supplement the regular duties for a school nurse. Such assignments shall be made by the District Nursing Service Branch on a rotational basis (see Appendix E, Section 10.6).

e. Lead Nurse Differential. A Lead Nurse Differential of \$1500 per semester, \$3000 per year, shall be paid to a school nurse who has successfully completed a lead nurse training program and who is assigned to a health appraisal team to perform designated duties that supplement the regular duties for a school nurse. Such assignments shall be made by the District Nursing Service Branch on a rotational basis (see Appendix E, Section 10.6).

i. Selection as a Lead Nurse does not assure appointment to an assignment or retention/renewal.

ii. Assignments are generally made on a year-to-year basis pursuant to Article IX-A, Section 10.0.

iii. Lead Nurses shall during their service continue to accrue seniority.

iv. Lead Nurses upon completion or termination of Lead Nurse service, shall have the right to return to their previous local district area effective immediately.

v. Employees who are served by Lead Nurses shall, on an annual basis, be provided with the opportunity to submit formal input into the evaluation of the effectiveness of the Lead Nurse program.

f.e. Responsibility Differential. A responsibility differential is granted to an employee on the Preparation Salary Table because of duties regularly assigned to the position which result in a higher level of responsibility. Such a differential is a part of the employee's regular pay period salary rate. Except for head summer school teachers the differential is included with the regular salary in computing retirement or determining

salary upon promotion. The classes which include responsibility differentials are Coordinating Training Teacher and Head Teacher, Elementary/Special Education Summer School.

f. Temporary Adviser Differential. An employee who is temporarily assigned to a Non-School Assignment, Preparation Table may be granted a Temporary Adviser Differential. Such a differential is in recognition of the assignment of different duties and the displacement of the employee from the normal workstation. The differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion.

24.1 When the activity for which a salary differential has been received is discontinued, employees receiving such differential shall be continued on the salary schedule at their regular rate including Degree and Career Increment Differentials, but excluding any other salary differential.

25.0 Auxiliary Teachers: An auxiliary teacher is a secondary school teacher or JROTC Instructor assigned to teach one additional regular class period each day. They shall be assigned on the appropriate basis and shall be paid at the hourly rate derived from their regular scheduled tenthsly pay period rate. Auxiliary teachers shall be paid only for time actually served. Assignment as an auxiliary teacher may be terminated at any time.

26.0 Demonstration Teachers: Employees who are assigned as demonstration teachers for the purpose of providing observation by designated students in teacher-training institutions of the development of a teaching and learning situation setting forth a designated technique for a specific subject shall receive an assignment differential for such service. Compensation for service rendered as a demonstration teacher shall be paid after the close of the semester in which the service is rendered. The District shall establish the necessary administrative procedures for the processing of such demonstration teacher assignments and the review and checking of all timesheets incidental thereto.

27.0 Registration Advisers: Registration time may be allocated to schools by the District. The time allocated to schools may be converted to substitute days and hours of advisory time for appropriate employees:

a. Registration advisers shall be assigned by the immediate administrator and shall be limited, except schools in the Division of Adult and Occupational Education, to permanent or probationary staff members assigned to the schools who shall be directly involved with registration and programming;

b. Registration advisers shall be paid at their regular scheduled tenthsly pay period rate for the time actually served. They shall not be entitled to pay for holidays or other absence benefits; and

c. The period during which registration time may be utilized shall be determined by the District.

28.0 Replacement Teachers: Replacement service is service rendered by a teacher at a school in place of either a teacher or a library media teacher assigned to the same school who is reported as absent on the payroll records, except as provided below. Such service is to be authorized only when there is no qualified substitute assigned to cover the class or library. All teachers who possess the appropriate certification are authorized to render replacement service under the conditions described in this Section and shall be paid additional salary for such service at the rate of their regular scheduled tenthsly rate. Such pay shall be paid monthly, as worked. Service in place of a teacher who is absent for attendance at a conference or convention shall not qualify for additional salary unless a substitute is authorized by the District. Replacement service shall be in accordance with the following provisions:

a. A replacement teacher must be assigned to the same school as the absent employee or to a pool location. The replacement service must be for class instruction or library media teacher service. Replacement service is also authorized for nurses in Special Education facilities where two separate operations share a common site and when a nurse is assigned to perform services at both locations in the absence of a regularly assigned nurse. The total number of hours in all pays period rate replacement assignments for any one employee shall not exceed twelve per pay period. The total number of hours in all hourly rate replacement assignments for any one employee shall not exceed twelve per pay period. However, such limits on replacement service may be exceeded when, in the judgment of the principal, special needs of the school so indicate;

b. Replacement service representing less than .1 of a full hour of compensation will not be reported to the Payroll Section;

c. Replacement service accumulated on a pupil-hour basis will not be carried over from one school year to the following summer session or school year nor from a summer session to the following semester;

d. An elementary level teacher shall receive one hour's pay for each 30 pupil-hours of replacement service rendered with regular elementary students or one hour's pay for each 15 pupil-hours of replacement service rendered with special education students. A secondary, secondary special education, or adult education teacher shall receive one hour's pay for each class hour of teaching for an absent teacher;

e. The rate of pay for replacement service for an absent pay period rate teacher shall be the replacement teacher's hourly rate derived from their regular scheduled tenthsly pay period rate. The rate of pay for replacement service for an absent hourly rate teacher shall be the replacement teacher's regular hourly rate.

29.0 Training Teacher: Employees who are assigned as training teachers for the purpose of the direct supervision and instruction of the classroom teaching of student candidates for teaching credentials shall receive an assignment differential for such service. For the purpose of this Section, a semester unit in elementary schools and junior and senior high schools equals one semester of

approximately 18 weeks of direct supervision and instruction per student candidate for 20 minutes per day, five days per week, or the equivalent of approximately 30 hours per semester. A semester unit in elementary schools, and junior and senior high schools during the summer session equals approximately six weeks of direct supervision and instruction per student candidate for sixty minutes per day.

29.1 In cases where the training teacher has more than one student teacher assigned at any one time, the amount received by the training teacher shall be increased proportionately. In no case shall the compensation paid for the service of training teachers exceed the established salary rate per semester unit.

29.2 For the purpose of pro-rating the salary to employees who render service as training teachers during a part of a semester or a part of an intersession, where one regular training teacher replaces another training teacher, the teacher having the longer assignment shall be paid. The payment of salary shall be pro-rated according to the following table:

<u>Number of Weeks of Service As a Training Teacher</u>	<u>Fractional Part of Training Teachers Salary to be Paid</u>
Nine or less per semester	one-half
More than nine per semester	one
Three or less per summer session	one-half
More than three per summer session	one

29.3 The District shall establish the necessary administrative procedures for the processing of such assignments and the review and checking of all timesheets incidental thereto.

30.0 Payroll Errors - Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V, shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

30.1 Salary Overpayments: For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, \$200 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two-year period. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment will be as much as the entire amount. In such cases, however, the District will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

31.0 Payroll Errors - Prompt Correction: If the District fails to issue a scheduled regular pay warrant, or makes an error of \$100 or more due to problems involving assignment, time reporting, payroll processing or the like, the employee may request an Emergency Pay Allowance for the amount of the estimated payroll error. Such a request is to be made to the person at the work site who is responsible for reporting time, who will contact the Payroll Branch between 8:00 a.m. and 12 noon on the day after the pay warrant was due at the site. Payroll Branch shall issue the Emergency Pay Allowance for approximately the amount of the error and have it prepared for pickup at the Payroll Branch between 3:30 and 5:00 p.m. of the same working day the error is reported to the Payroll Branch. Those warrants not picked up by the employee shall be mailed to the employee that same day. Any portion of an Emergency Pay Allowance may be recovered against future salary warrants if the District later determines that the employee was not entitled to keep the payment. This procedure is not available to cover step and schedule advancement, rating-in allocations, promotional

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adjustments and the like which normally take up to 60 days to process, nor is it lawful until the employee's initial employment assignment has been processed. Also, an Emergency Pay Allowance is not lawful in the case of a salary warrant issued and mailed but later lost, stolen, or delayed. However, a replacement salary warrant will be issued (upon timely request) seven days after scheduled receipt of the original salary warrant. Emergency Pay Allowances cannot be issued when the employee is under garnishment, tax liens, or other similar restriction, or when the District has knowledge that the employee is in an overpay situation. The District shall hold open all Payroll Inquiry phone lines on the morning after the pay warrants are due at the site for the purpose of receiving reports of payroll errors from time-reporting personnel.

32.0 Payday: The Friday payday procedures shall be retained.

32.1 Annualized Pay: There shall be a restructuring of various payroll practices so that pay will, as soon as a major payroll re-programming is completed (at the earlier feasible January 1 or July 1) be annualized and paid in twelve (12) equal monthly installments (including supplemental and differential pay, as appropriate, minimizing retroactive and manual adjustment). This will simplify the system, making it more understandable to employees, and also reduce the volume of payroll office transactions. The parties will be continuing their review of specific pay practices to effectuate this restructuring agreement. The parties have also agreed to consolidate and simplify the differentials and stipend payment system and practices in order to ease payroll administrative costs.

33.0 Mileage: Mileage reimbursement shall be paid at the Internal Revenue Service established standard business rate for all miles driven in District Service, effective July 1, 2015

33.1 Student Interaction Program Camp Counselors: Such personnel shall receive an additional hour of pay at their regular hourly rate for each day they are assigned at the camp site for a 24-hour period, and if they serve the entire camp week at the camp site they shall receive five (5) hours even if the last day was not a full 24-hour day.

34.0 Employer "Pick-up" of Employee Contributions to State Teachers' Retirement System (STRS): The District shall implement the provisions of Section 414 (h) (2) of the Internal Revenue Code for all employees who are members of STRS. Under this program, employee contributions are designated as "employer" contributions for tax purposes only. The employee's 8% STRS contribution will continue to be deducted. Taxes are paid only on the reduced salary amount (e.g. gross salary less 8%). Taxes on the employee's 8% retirement contributions are thereby deferred until retirement or withdrawal from STRS. Typically, this program will result in an increase in take-home pay for STRS members.

35.0 Home School Teachers (Contract Employees)

Effective July 1, 2000, qualified Home School Teachers shall be offered a contract and assigned as follows:

a. Credit for tenure purposes shall be granted retroactive to July 1, 1998 or later, as applicable. While the seniority date will begin no earlier than July 1, 1998, employees will be given credit for previous certificated service for purposes of tie-breaking.

b. Home School Teachers shall accept a minimum of three and up to five students as assigned by the District consistent with Section 35.1 below. Home School Teachers will be rated in on the Preparation Salary Table and assigned on C basis with 182 workdays, 22 paid nonwork days for a total of 204 paid days (including illness days) with actual compensation for illness/absence days and for holidays will be based on the number of students scheduled for the day. Home School Teachers shall receive an illness hours credit projection based on working one-half time but shall earn illness hours credit proportionate to the actual hours assigned for the school year.

c. Home School Teachers who prefer to teach three students only will be allowed to express this preference at the beginning of each school year. The District will make a good faith effort to honor this request when making assignments.

d. Home School Teachers who refuse any additional students above the three student minimum will be assigned to positions in the regular K-12 program for which they are credentialed.

e. The District will make a reasonable effort to give a Home School Teacher who has requested to teach five students and has less than five students, the next available student within his/her selected assignment area.

35.1 Home School Assignments

a. For purposes of Home School assignments, the District will be divided into eleven local district assignment areas. Home School Teachers shall select at least one primary assignment and two or more adjacent assignment area(s). The Home School Teacher's initial assignment shall be

made in a requested primary geographic assignment area by seniority whenever reasonably possible and in a manner designed to minimize driving time. The District reserves the right to make assignments in the requested adjacent assigned area(s) when assignments within the primary areas are not open.

b. Whenever a Home School Teacher is assigned a student or students in a requested adjacent area, the Home School Teacher may request from the supervisor that those students be reassigned to another Home School Teacher who has indicated the same assignment area as a primary assignment area. Such reassignments will be made, however, only within the staffing loads identified above and then only when such a reassignment will not create disparate workloads between the receiving and sending Home School Teachers.

c. Whenever there are not enough students to maintain the minimum three-student assignment in the primary or selected adjacent areas, a special temporary assignment shall be made. The teacher given the temporary assignment shall be given the opportunity to be reassigned to another student in the requested primary/adjacent areas as soon as an available student is identified.

d. When a teacher receives the assignment of a new student, the teacher shall make a reasonable effort to contact the student/parent within three (3) working days and to begin service within a total of five (5) working days. If the teacher is unable to contact the student or parent within that time period, the teacher shall be assigned another student, if available. A contract teacher shall not be paid for service to the third student unless a reasonable effort had been made to contact that student/parent.

e. No assignment/reassignment shall be made if there is a reasonable determination by the District that it would be detrimental to the student's education.

35.2 Home School Teacher Hours and Benefits

a. A full-time assignment shall consist of five days a week of five hours of actual teaching and one conference/preparation period per day.

b. Home School Teachers shall be entitled to the same benefits and contract provisions as teachers in the K-12 program except as provided herein.

c. Any additional time above 120 hours per pay period will be compensated as an auxiliary hour pursuant to Section 25.0, Auxiliary Teachers.

d. Time required to be utilized for participation in IEPs and conferencing with the student's regular school teacher shall be paid their regular rate subject to availability of Chanda Smith funds.

35.3 Part-time Home School Teachers (Non-contract employees)

Home School Teachers not interested in an assignment as a contract employee shall remain hourly but only if they are District retirees. The classification of Extended Substitute-Home Teacher shall cover these non-contract retired employees who are assigned home teaching responsibilities. Such retired Home Teachers shall be paid their regular tenthsly hourly rate on X basis. This section does not apply to regular contract teachers who serve in additional assignments as home teachers; such employees are assigned to the classification of Supplemental Home Teachers and paid the hourly rates comparable to Section 25.0, Auxiliary Teachers.

36.0 Night Continuation High School (Regular Program) Teachers:

Regular program teachers (including continuation high school teachers) who teach additional hours in the Night Continuation High School program shall be paid at their regular hourly rate and shall accrue holiday and illness pay on a pro-rata basis.

37.0 National Board Certification (NBC): The District has agreed to establish a program for payment of additional compensation to UTLA-represented permanent employees who work directly with students on a daily basis in a classroom setting and any non-roster carrying UTLA bargaining unit members who obtain National Board Certification (NBC) from the National Board for Professional Teaching Standards (NBPTS). The additional compensation shall be implemented in the following manner:

Each qualified employee in permanent or probationary status shall receive compensation at their daily rate for actually working a number of additional days/hours equal to 7 1/2% of their work year (92 hours) and shall also receive a differential of 7 1/2% per year for a total of 15% increase in compensation above their base rate. Teachers must work in the classroom for a minimum of 60% of the day - - or, four periods in a secondary school to earn 100% of the 15% increase in compensation. Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher (or three periods in a secondary school) will receive 50% of the 15% -- or 50% of the 7 1/2% for holding the certification and 50% of the 7 1/2 % for completing 46 required additional hours of work. The District and UTLA shall jointly explore whether this compensation is STRS creditable. This program shall be available to employees serving in a position which is currently eligible for the NBC pursuant to current NBPTS requirements. Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties. The District and UTLA agree to meet and negotiate regarding any position for which the NBPTS creates an NBC after the expiration of this agreement.

37.1 NBC Steering Committee: Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and the District. One additional committee member may be appointed by mutual agreement of the committee.

Acknowledging the needs of the District's high needs schools, the committee shall also discuss and recommend strategies for incentivizing greater placement of NBC teachers at such schools. The committee shall also study ways to best utilize NBC teachers, including having NBC teachers serve as teacher mentors. The committee shall provide recommendations to the Superintendent within 12 months of the Agreement's adoption.

38.0 Competitive Compensation and Budget Recommendations Panel: The parties share an interest in attracting and retaining a well-qualified and equitably compensated work force. The parties recognize that compensation comparability needs to be addressed in order to become and remaining competitive. To accomplish that goal, the parties agree to form a Competitive Compensation Study/Budget Committee under the following guidelines:

a. The Panel will compare UTLA total compensation, defined to be salaries and costs for Health and Welfare Benefits, using multiple measures including career earnings benchmarks, salary schedule benchmarks and other mutually agreed upon statistical data.

b. The parties will specify the appropriate districts to use in comparison base, including, among others, the unified school districts of Los Angeles County.

c. The Panel will develop salary schedules that will provide competitive compensation at data points it chooses such as the median or upper quartile. The Panel must also provide data on the amount of additional funds needed to attain each of these data points.

d. The Panel may make recommendations on reallocating current resources and allocating new revenues in order to meet the funding requirements noted in #3 above. These recommendations will need to be based on a multiyear projection that may include items such as budget re-prioritization, Certificated allocations, budget allotment formulas, salary schedule structure, table of personnel allocations and other similar financial data of the LAUSD budget.

e. UTLA and LAUSD shall each appoint four members within two weeks of ratification of the agreement.

f. The Parties will agree to a neutral, third party facilitator for this group (should have expertise in school finance).

g. The Panel will agree upon calendar of at least 2 days per month-24 annually.

h. The Panel shall issue written reports three times a year. These reports shall summarize the issues addressed by the Panel during the period 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 Panel and the neutral facilitator will report on the work of the Panel 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 three (3) times per year. The parties may agree to coordinate the reporting and presentation provisions of this section with those of the Joint Living Contract committee.

i. The Panel will address any Federal or State mandates or incentive funds for an alternative compensation system.

j. The parties agree that this section 38.0 (1 through and including 10) shall terminate automatically as of June 30, 2011, unless the parties expressly agree in writing to renew it through successor negotiations.

ARTICLE XVI

HEALTH AND WELFARE

Note: *Sections 1.0 and 2.0 of Article XVI, Health and Welfare have been revised in accordance with the 2017-2020 Health Benefits agreement dated January 18, 2018 contained in Appendix K.*

1.0 District Contribution Obligations (as to all eligible District personnel): The parties agree increases for benefited employees' health benefits costs represent an increase in employee compensation, and that such increased expenditure is an essential component of the 2006-2007 total compensation increase. The parties further agree:

a. The projected cost of District contributions for all District employees for the 2007 calendar year is \$803.4 million.

b. This cost represents up to a \$29.3 million increase over the maximum amount the parties agreed the District would budget for calendar year 2006 (\$774.1 million) for health and welfare benefits and a \$58.2 million increase over the estimated actual cost of benefits for calendar year 2006.

c. Currently, a one percent (1%) compensation increase is approximately \$40 million for all District employees.

d. It is jointly acknowledged and agreed that cost containment and related potential Plan changes must continue to be a high priority for the coming years.

1.1 The District shall fully fund the employee health and welfare benefits for calendar year 2007 by increasing its contractual contribution to cover the actual costs of the current plans, up to but not to exceed \$803.4 million, subject to fluctuation in participants as set forth herein. This \$803.4 million maximum contribution will not be increased in the future absent agreement by all parties reached through the negotiations process set forth in this Agreement, including but not limited to section 2.1 of this Article. All negotiated agreements between the District and all unions/associations shall be modified to establish the negotiations process, as set forth herein, as the exclusive forum in which the subject of health and welfare costs are discussed, following Health Benefits Committee (hereafter "HBC") discussion and recommendations regarding plan design.

a. The parties understand and agree that the projected \$803.4 million cost is based upon an analysis by HBC consultants and further is based upon the number of anticipated participants, utilizing established eligibility/coverage criteria, at the time of the projection.

b. Therefore it is understood and agreed by the parties that the actual cost for calendar year 2007 may be higher or lower than the \$803.4 million amount as a result of an increase in the number of participants (based on current eligibility/coverage criteria) or a decrease in the number of participants (based on current eligibility/coverage criteria) compared to the number of participants on which the \$803.4 million projection was based.

c. In light of the foregoing, the parties agree that if the number of participants (based on current eligibility/coverage criteria) increases above the number used to project the \$803.4 million cost, the District shall fully fund any costs associated with the increase in the number of participants in an amount above the \$803.4 million initially projected.

d. Conversely, if the actual costs of providing benefits is below the \$803.4 million amount due to (a) lower participation than projected; (b) plan design changes that lower overall costs; or (c) other savings such as Medicare Part D reimbursement, the parties agree that any unspent monies (the difference between \$803.4 million and actual costs) shall be placed in a reserve fund to defray the future costs of health benefits. Such reserve shall be subject to the management and control of the HBC through its regular "recommendation process" and the negotiations process set forth herein.

e. At such time as any state or national legislation is enacted into law that appears to impact the reserve set forth in section 2(d) above, the impact and implementation thereof, if any, shall be subject to the management and control of the HBC through its regular "recommendation process" and the negotiations process set forth herein.

2.0 Plan Revisions Through the District-wide Health Benefits Committee: A District-wide Health Benefits Committee shall be formed.

a. Composition -- Each union shall be entitled to one (1) Committee member for every 5,000 unit members represented or fraction thereof. The District shall be an official member of the HBC; the District and each union shall have one vote apiece. The District shall provide resource staff as determined by the Committee, and shall provide adequate paid release time for those Committee members who are employees of the District.

b. Decision Making -- Consensus shall be used in all Committee deliberations. If a consensus decision cannot be reached, then in the alternative, each union and the District shall have one (1) vote apiece. Any recommended changes to the existing kinds and levels of benefits shall require a 2/3 vote of the members present and voting.

c. Authority - - Subject to the terms of subsection g. below, the Committee shall have the sole and exclusive right, and duty, to design the Health and Welfare programs of the District, within the cost parameters of

the District budget established for that purpose and in effect at the time. That budget figure is the product of the negotiations process set forth in section 2.1 below. (See sections 1.0 and 1.1 above for the current budget cost parameters).

d. Proposed changes in the existing kinds and levels of benefits shall be submitted as recommendations to the Board of Education, which shall thereafter be subject to the provisions set forth in section 2.1 below.

e. The Committee may investigate the creation during the term of this Agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the Committee. The Committee shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon Committee approval.

f. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 3.0 below).

g. Effective no later than January 1 of any Plan year, the Union shall have the option of informing (in writing) the District and the other unions participating in the Committee of the Union's intent to remove its pro-rata share of District Health and Welfare Plan expenditures and separately negotiate with the District regarding a replacement plan to become implemented the following January 1 for this unit. Such replacement plan must be designed to fit within the District's budget established for this purpose, as described in sections 1.0, 1.1 and 2.0c and d above.

h. The District and the unions/associations will develop plans to address unfunded liability GASB 45 issues through the HBC.

2.1 HBC Recommendations/Coordinated Negotiations/Dispute Resolution Process The up to \$803.4 million maximum District contribution set forth above will not be increased absent agreement by all parties (the District and all unions/associations) reached through the negotiations process set forth herein. The following procedure and timeline shall apply annually:

a. By May 1 - HBC recommendation(s) to School Board ("Board").

1. Current contracts between the District and all unions/associations require consensus or 2/3 vote of HBC to recommend changes in plan design.
2. If there is HBC consensus, such recommendations shall be submitted to the Board. If the Board approves HBC's recommendations, the "new" plan shall be implemented in accordance with the established health plan year. The increased cost of benefits shall be an increase in employee total compensation and shall be accounted for in negotiations

with each union in the manner described in sections 1.0 and 1.1 above.

3. If the HBC does not reach consensus, (i.e., even if 2/3 of HBC members endorse a plan,) both a majority plan recommendation (the plan that garnered at least a 2/3 HBC vote) and minority plan recommendation(s) (i.e., from any organization that did not vote for the 2/3 majority plan recommendation) shall be presented to Board.
4. Following presentation of majority and minority plans to the Board for consideration, the Board shall take action to adopt one of the following three options:
 - a. Accept the “majority plan” recommendation. If this occurs, the new plan shall be implemented in accordance with section 2.1 (a) (2) above; or
 - b. Endorse the “minority plan” recommendation; or
 - c. Reject both recommendations.
5. If the Board chooses 4 (b) or (c) above, the issue of plan design shall be referred back to the HBC. The Board shall give guidance to the HBC as to what actions it believes should be taken.
 - a. The HBC shall reconsider and potentially revise its plan design recommendation based on the above.
 - b. If the HBC reaches consensus on a revised plan recommendation (i.e., there are no “minority plans”), this recommendation shall be forwarded to the Board for adoption. If the Board accepts the revised recommendation, section 2.1(a) (2) shall then apply.
6. If the Board rejects the revised consensus HBC recommendation or if the HBC is unable to arrive at a revised consensus recommendation by June 1, the following procedure shall apply:

- a. Within ten days of the Board's action, or the HBC's inability to arrive at a revised consensus recommendation, the parties shall commence coordinated negotiations (the District and all unions/associations) over the subject of plan design and benefit costs for the applicable calendar year. Any agreements reached shall be reduced to writing and subject to normal ratification procedures. The increased cost of any agreed upon plan shall be an increase in employee total compensation and shall be accounted for in negotiations with each union in the manner described in sections 1.0 and 1.1 above.
 - b. If the parties have not reached a tentative agreement by October 1st, the parties shall jointly declare the existence of an impasse pursuant to Government Code section 3548 and shall immediately proceed with statutory impasse procedures (mediation, factfinding).
 - c. Notwithstanding the provisions of any negotiated contract between the parties (the District and all unions/associations), or the status of negotiations between the District and each individual union/association, if the statutory impasse process is exhausted, and agreement is not reached over the subject of health and welfare benefits, and if the District imposes its last best offer, all parties to this agreement shall have the right to engage in and respond to lawful concerted activities. Accordingly, the "no strike/no lockout" provisions of the respective collective bargaining agreements shall be suspended.
7. Open enrollment shall not occur until a new plan design is adopted by the parties (the District and all unions and associations) pursuant to completion of the procedures described above, (or exhaustion of the impasse process, if applicable).
- a. Pending the completion of procedures/negotiations/impasse for new plan adoption, employees shall remain in their current plans.
 - b. Pending completion of procedures/negotiations/impasse for new plan adoption, the District shall temporarily assume the costs attributable to the

written plan design. However, any increased costs of health and welfare benefits shall be recovered retroactively to the applicable January 1st as part of negotiations over total compensation, in the manner described in sections 1.0 and 1.1 above.

3.0 Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan and also as follows:

a. Every employee who is assigned half-time or more of a full-time assignment in one class, in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined pursuant to Article XIV, Section 1.1. For employees attaining eligibility under this paragraph the enrollment year shall be January through December.

b. Employees who do not qualify under the preceding paragraph, but who in the previous school year were in paid status for the equivalent of 91 400 or more full days as a result of any one assignment or any combination of assignments in certificated service shall be eligible to enroll in a plan. For employees attaining eligibility under this paragraph, the enrollment year shall be September through August.

c. Part-time contract employees described in Article XIII, Section 1.3 and new employees hired effective July 1, 1993 or later working one half-time with the other one-half time covered by a leave under Article XII, Section 21.1 may be eligible to receive a District contribution to the health and welfare benefits package that is prorated to the hours of contract service (e.g., a half-time teacher receives 3/6ths or 50 percent of the contribution cost for the full health and welfare benefits package); however, in order to receive the benefit of the prorated contribution, the employee must contribute the balance of the full cost.

d. Adult Education personnel (except those mentioned below) are eligible to enroll in the full health and welfare program if assigned for one hundred and twenty (120) hours per pay period in one class code other than substitute or temporary, or have been in paid status in one or more class codes for 1200 hours during the previous school year. Those who do not meet such requirement will qualify for a part-time health plan (hospital and medical only, for employee plus one dependent), provided they are assigned for at least seventy-two (72) hours per pay period in one or more class codes other than substitute or temporary or have been in paid status in one or more class codes for seven hundred and twenty (720) hours during the previous school year. For those employees obtaining eligibility under the previous school year hours, the enrollment year shall be from September through August. Exempted from this change in requirements are those Adult Education employees who qualified during the 1979-80 school year based upon the previous rules and those Adult Education employees who qualified during the 2000-2001 school year based upon previous rules, and who have thereafter continuously maintained eligibility under the previous rules. With

respect to employees whose hours are reduced below the coverage level, see Section 9.0 below.

e. In order to remain eligible, the employee must be in paid status within the assignment basis. However, an employee in an unpaid status who later receives compensation from the District for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which such compensation is allowed. To obtain such reimbursement, the employee shall file application therefore with the District's Health Insurance Section.

f. In situations where employees are married to one another and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce or upon the retirement or death of the spouse, lose any rights the employee would otherwise have had as an eligible employee or retired employee.

g. Substitute employees who satisfy the requirement in section (b) above and are in paid status for the month of May shall maintain their healthcare benefits through August without the requirement of being in paid status during the months of June, July and August. Substitute employees who are eligible for the subsequent plan year (September through August) shall not be required to be in paid status for the month of August.

4.0 Retirement Benefit Coverage: Qualified employees who retire from the District receiving an STRS/PERS allowance for either age or disability shall be eligible to continue District-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 100 full-time days and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty nine (39) months of the last day of paid service. The employee must meet the following requirements:

a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

b. For employees hired on or after March 11, 1984, but prior to July 1, 1987, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement shall be required, or ten (10) consecutive years immediately

prior to retirement plus an additional ten (10) years which are not consecutive.

d. For employees hired on or after June 1, 1992 but prior to March 1, 2007, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits. For employees who have a break in service, this must include at least ten (10) consecutive years immediately prior to retirement.

e. For employees hired on or after March 1, 2007, but prior to April 1, 2009, shall be required to have a minimum of fifteen (15) consecutive years of service with the District immediately prior to retirement, in concert with the "Rule of 80" eligibility requirement (section 4.0 (d) above) to receive employee and dependents' health and welfare benefits (medical dental and vision) upon retirement as provided for in this agreement.

f. For New Employees hired on or after April 1, 2009, years of qualifying service and age must total at least eighty-five (85) in order to qualify for retiree health benefits. This must include a minimum of twenty-five (25) consecutive years of service with the District immediately prior to retirement.

g. In order to maintain coverage, the retiree must continue to receive an STRS/PERS allowance and must enroll in those parts of Medicare for which eligible.

h. Employees on "Continuation of Enrollment" pursuant to Section 6.0 below shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving an STRS/PERS retirement allowance.

5.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

5.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided. The eligible employee submits a "dependent add form" and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the Health Insurance Section before the end of the 30 day period.

<u>Dependents</u>	<u>Documents Required (copy)</u>
Legal Spouse	State or County Issued Marriage Certificate
Domestic Partner	Notarized "Declaration of Domestic Partnership" (LAUSD Form DP 1.0)
	At least two of the documents listed in Section 5.1 (9) below
Child, to age 19	Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)
Stepchild, to age 19	Birth Certificate and income tax return showing dependent status
Adopted Child, to age 19	Adoption papers
Child to age 19 who is a Legal Ward,	Court order establishing legal guardianship
Child over 19, to age 25	In addition to the appropriate documents listed above, proof of full-time student status is required at least annually

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

a. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;
- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;
- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);

- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;
- (6) are at least eighteen (18) years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits.

b. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age nineteen (19) or, who were first enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond age nineteen (19).

c. Eliminate dual coverage for spouses or qualifying domestic partners in the District on a voluntary basis. If both spouses are District employees and each is covered both as an employee and as a dependent, the District will pay \$1000 to them if they agree to accept coverage under the same plan (one as an employee and the other as a dependent). If the District employee agrees to waive coverage under the District plan and accepts coverage solely under a plan of the spouse's employer (not the District), the District will pay \$1000 to the employee.

5.2 It is the responsibility of the employee to notify the Health Insurance Section immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD Form DP2.0, "Statement of Disenrollment or Termination of Domestic Partnership." The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

5.3 For the District-paid life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit.

5.4 Eligible employees may enroll in the employee-paid life insurance plan without evidence of insurability provided that a completed application is received by the District's Health Insurance Section no later than sixty (60) days from the date the employee is first eligible. Employees not submitting

applications during the period specified above may enroll by providing evidence of good health acceptable to the plan. Application for the employee-paid life insurance shall be processed to provide coverage at the earliest date consistent with the plan provided and payroll deduction schedules.

Employees participating in the employee-paid life insurance plan may also purchase spouse, domestic partner and/or dependent children coverage. Dependents eligible pursuant to 5.1 above may be enrolled without evidence of insurability in the following circumstances:

- An application for such coverage is made simultaneously with the employee's initial enrollment.
- The eligible dependents are acquired after the point of initial enrollment by the employee. The application for such enrollment, however, must be received by the Health Insurance Section within thirty (30) days of the acquisition of such dependent(s).
- Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the health Insurance Section before the end of the thirty (30) day period.

5.5 For an employee whose spouse/domestic partner has other insurance coverage, reimbursement will be limited to the maximum percentage allowed by the higher individual policy. An employee whose spouse/domestic partner is also a District employee may mutually agree to be covered as both an employee and as a dependent within the same plan. A married couple who both work for the District or domestic partners who both work for the District may include their qualifying children on their individual policies, and such children may also be covered more than once within the same plan.

5.6 Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefits plans, dental plans and/or vision care plans. The District's Health Insurance Section shall establish and announce the date of said open enrollment period.

6.0 Continuation of Enrollment: With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment under COBRA (see 9.0 - 9.3 below.)

6.1 With respect to the District-paid life insurance plan, coverage for an employee on an unpaid leave of absence other than for illness or industrial injury/illness shall not be provided until such time as the employee returns to active service in an eligible assignment. Coverage for an employee on an unpaid leave of absence for illness or industrial injury/illness shall continue for one year after which termination of coverage shall be processed and a conversion plan offered. Coverage for substitute employees who are unavailable for work for any reason shall not be provided.

6.2 With respect to the employee-paid life insurance plan, employees who receive no salary or who receive insufficient salary to permit deduction of the required premium after all other deductions are made may continue coverage for a period not to exceed one (1) year by making direct payments of the appropriate premiums by check or money order payable to the plan and sent to the Health Insurance Section.

6.3 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment and, with respect to the employee-paid life insurance plan, submitting evidence of good health acceptable to the plan. An officer of UTLA on leave pursuant to Article IV, Section 3.0 shall not be subject to the maximum eighteen (18) month period for direct payments but may continue enrollment by making proper payment(s) to the plan in which enrolled for the period of the leave.

7.0 Termination of Enrollment: The enrollment of an employee shall terminate:

a. For failure of the employee to make direct payment as provided under Sections 8.0 and 9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid;

b. At the request of an employee, in which case coverage shall terminate at the close of the month in which the request was submitted;

c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective, except for District paid life-insurance in which case coverage shall terminate on the date the employee ceases to be employed;

d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the District-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and

e. For District-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

7.1 With respect to hospital-medical plan coverage, if the employee's participation is terminated at the plan's request for other than non-payment of premium, the employee may enroll in another of the District's hospital and medical plans by making proper application to the District's Health Insurance Section.

8.0 Conversion of Enrollment: With respect to the hospital-medical plans, an employee who is enrolled in a plan for at least two (2) consecutive calendar months and whose enrollment terminates because of (a) failure to make direct payment when required, (b) loss of eligibility, or (c) termination of

employment, shall be given the opportunity to exercise the right of conversion of such individual coverage as provided by the plan, at the employee's expense. With respect to the life insurance plan, an employee whose enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

9.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the District's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans.

9.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 102 percent of the premium paid by the District for active employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

9.2 It shall be the responsibility of the employee or the dependent to notify the Health Insurance Section of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District.

9.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article V (Grievance Procedures).

10.0 Miscellaneous Provisions:

10.1 If any premium is refunded by a Plan carrier/administrator, it shall be retained by the District, unless it is the result of a direct payment made by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the

Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

10.2 The controlling documents regarding all health plans are the applicable contracts between the District and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article V of this Agreement.

10.3 UTLA shall be furnished with a copy of the current Plans and Plan summaries; the District shall notify UTLA of any proposed Plan changes promptly upon receiving notification of same from the carriers.

10.4 [Reserved]

10.5 Extended Medical Leave: Employees shall receive an extension of the "Continuation of Enrollment" (see 6.0) by qualifying for an Extended Special Medical Leave under the following conditions:

a. The employee must have accumulated a minimum of 20 years of qualifying service;

b. The employee must suffer from a physical condition of a permanent debilitating, irreversible nature so as to make continuation of employment an extreme hardship (e.g., certain forms and advanced stages of multiple sclerosis, cancer, sickle cell disease, diabetes, cerebral palsy and muscular dystrophy, etc.);

c. The procedures of Article XI governing "Medical Appeals" shall govern determinations to be made under this section.

d. The Extended Special Medical Leave may be renewed annually and, if continued until retirement under STRS/PERS, will permit the employee to qualify for District-paid insurance plans upon receipt of retirement allowances.

10.6 STRS Counseling: The District intends to renew its agreement to provide District office space to STRS representatives who will be available for retirement counseling and workshops. The District and UTLA shall cooperatively discuss with STRS the nature of those services.

10.7 Section 12.5 Plan: The District will continue the IRS Section 125 Plan at no expense to the District.

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:

CHART FROM 2022/25 CBA:

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO (Predominantly Hispanic, Black, Asian, & Other Non-Anglo)	TK-3	24.00	27
PHBAO	4-5 (6)	27.00	30
PHBAO Academic	(6) 7-8	27.00	30
PHBAO Academic	9-10	27.00	30
PHBAO Non-Academic	(6) 7-8	36.25	39
PHBAO Non-Academic	9-10	35.50	39
PHBAO Academic & Non-Academic	11-12	35.50	39
Desegregated/Receiver (Schools Governed by the Student Integration Program)	TK-3	24.00	27

Desegregated/Receiver	4-5 (6)	32.50	36
Desegregated/Receiver Academic	(6) 7-8	32.50	36
Desegregated/Receiver Academic	9-10	32.50	36
Desegregated/Receiver Non-Academic	(6) 7-8	36.25	39
Desegregated/Receiver Non-Academic	9-10	35.50	39
Desegregated/Receiver Academic & Non-Academic	11-12	35.50	39

Type of School*	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	TK-3	24.00	27
PHBAO Magnet	4-5 (6)	27.00	30
PHBAO Magnet	(6) 7-8	27.00	30
PHBAO Magnet	9-12	27.00	30
All Other Magnet	TK-3	24.00	27
All Other Magnet	4-5 (6)	29.5	33
All Other Magnet	(6) 7-8	29.5	33
All Other Magnet	9-12	29.5	33

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

PROPOSED UPDATED CHART (Chart updated to reflect new class sizes in 2022/25 CBA - we did not update the chart last time. Yellow highlights are UTLA's proposed changes to current class sizes):

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO (Predominantly Hispanic, Black, Asian, & Other Non-Anglo) <i>For secondary schools, academic classes</i>	UTK	10:1 ratio	20
	K - 3	22.00	25
	4 - 10	25.00	28
	11 - 12	31.5	35
PHBAO Non-Academic	6 - 12	33.5	37
Desegregated/Receiver (Schools Governed by the Student Integration Program) <i>For secondary schools, academic classes</i>	UTK	10:1 ratio	20
	K - 3	22.00	25
	4 - 10	25.00	34
	11 - 12	31.5	35
Desegregated/Receiver Non-Academic	6 - 12	33.5	37
PHBAO Magnet	UTK	10:1 ratio	20
	K - 3	22.00	25
	4 - 12	25.00	28
All Other Magnet	UTK	10:1 ratio	20
	K - 3	22.00	25
	4 - 12	27.50	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, 2026 both average and maximums will be reduced by one (1).
- ii. On June 30, 2027 both the average and maximums will be reduced by one (1) additional for a total reduction of 2.

(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.~~

ARTICLE XVIII – CLASS SIZE

~~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 Section 2.6 Elementary Physical Education and Arts: All elementary schools will be provided a centrally funded Arts or Physical Education Teacher, at the discretion of the Local School Leadership Council, at the following levels:

- o Elementary Schools with fewer than 300 students: 0.5 FTE
- o Elementary Schools with 300 or more students: 1 FTE

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, Caseload, Ratio or Central Funding Violations: For violations of maximums, ratios, or central funding commitments in all positions for which a class size maximum or average, caseload maximum, central funding commitment or ratio exists in this contract, post norm day, the bargaining unit employee(s) who takes on additional work as a result shall be paid an additional seventy-five dollars (\$75) per day for every day the workload exceeds the maximum, the ratio or the central funding obligation is not met. 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.

§ 6.0 Counseling Services:

Middle School Counseling Services: The District shall maintain a high school counseling services ratio as follows:

July 1, 2026 450:1

June 30, 2027 400:1

Once a school has exceeded 50% of the ratio, an additional middle school secondary counselor shall be provided to the school by the District. (example: In the 2027-2028 school year a Middle School with 600 students would have 1 secondary counselor, while a Middle School with 601 would have 2 secondary counselors)

High School Counseling Services: The District shall maintain a high school counseling services ratio as follows:

July 1, 2026 375:1

June 30, 2027 275:1

Once a school has exceeded 50% of the ratio, an additional high school secondary counselor shall be provided to the school by the District. (example: In the 2027-2028 school year a High School with 412 students would have 1 secondary counselor, while a High School with 413 would have 2 secondary counselors).

The District shall maintain a secondary school counseling services ratio of 500-1 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: In the 2025-2026 school year a middle school or high school with 526 1,200 students would have 2 secondary counselors, while a middle school or high school with 1,201 876 students would have 3 secondary counselors).

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. Teacher Librarian: The District shall fund one additional full-time Coordinating Field Librarian (CFL) and one additional Instructional Technology Applications Facilitator (ITAF) in addition to the current allocation

56.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school. For the purposes of implementing the payment of seventy five dollars (\$75) a day if this commitment is not met, the payment shall be made to those nurses who cover the work of the vacant position(s).

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. .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.

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 adult to 4 students in those classes with 2 year old students and 1 adult to 6 students in all other classes.

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 below)

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.
- 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. Additionally, the district will fund 125 additional PSW positions. The positions will be assigned by mutual agreement between LAUSD and UTLA.

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.

Additionally, the district will fund 125 additional PSA positions. The positions will be assigned by mutual agreement between LAUSD and UTLA.

1011.0 Psychologist Services:

On July 1, 2026, the base allocation of School Psychologist at schools shall be increased as follows:

- I. Elementary Schools – From 0.35 to 0.6 full-time equivalent
- II. Middle Schools – From 0.5 to 0.6 full-time equivalent
- III. High Schools – Maintain at 0.6 full-time equivalent

1212.0 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.

1314.0 Class Size and Staffing Transparency:

- a. The District will 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.

1415.0 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) 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.

ARTICLE XXI

ADULT AND CAREER EDUCATION

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in the Division of Adult and Career Education (hereinafter “the Division”) is conducted by a combination of full-time and part-time employees trained in methods to meet the learning needs of the District’s youth and adult population in the areas of essential skills, lifelong learning, and vocational and occupational training. While it is recognized that Division personnel may be concurrently employed in other divisions of the district (including K-12), it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to Division of Adult and Career Education employees, this Article shall prevail.

1.1 Throughout this Article the term “employee(s)” or “unit member(s)” covers those persons who are, by virtue of being assigned for 10 or more hour per week, included within the bargaining unit and eligible to utilize the grievance procedures of Article V. The term “personnel” covers both employees (as defined above) and also non-unit members (those assigned for fewer than 10 hours per week). The complaint procedure referenced in Article V, Section 23.0 is available to non-unit members for alleged violations by the District of Board Rules and/or administrative rules.

1.2 The District shall furnish UTLA annually, upon request, with a list (or lists) of Adult Education assignments (class title, days and hours), listed by name, employee number, work location, and classification codes (including funding source and employment status of each unit member).

2.0 Employment Contracts: Adult Education funded employees who are assigned more than eighteen hours per week are covered either by probationary or permanent contract status.

2.1 DACE teachers in out-of-classroom positions are subject to the 5-year limit described in Article IX-A, Section 9.0

3.0 All non-CTE certificated employees assigned to teach more than 18 hours per week shall work under a Probationary or Permanent contract. All non-CTE certificated employees assigned to teach 18 or fewer hours shall work under a categorical or limited-term (temporary) contract. All CTE certificated employees shall work under a ROC-ROP contract.

4.0 Uniform Staffing Procedures for DACE Classroom Teachers

- a. For employees in each Adult School location, assignment to department and classes shall be made pursuant to the following procedure:
 1. Prior to the selection of classes, the administrator at each DACE School shall create a tentative matrix of the classes to be offered that will include the course title, hours per week, clock hours, location and any special credentials, and/or necessary qualifications required for each class assignment. If a class is designated by the District to be online or hybrid, that shall also be indicated.
 2. Requests: After the creation and posting of the matrix as required above, Teachers with the specified credentials and required qualifications (“qualified”) may make requests using a teacher preference form. Submission of this preference form shall serve as a request for assignment to classes. Teachers on leave who are scheduled to return to service should participate in the selection process.
 3. 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.
 4. Class assignments shall be combined into positions by the administrator and assigned to current personnel based on the submitted preference forms with the following prioritization:
 - (i) Qualified permanent teachers currently assigned to the school on the basis of DACE start date and educational program needs, based on the teacher’s tenure base.
 - (ii) Qualified probationary teachers currently assigned to the school on the basis of DACE start date and educational program needs.
 - (iii) Qualified permanent teachers with active transfer requests on file, or who have been displaced from other DACE locations.
 - (iv) Qualified non-permanent teachers on the basis of longevity, start date with DACE, employment contract obligations, and educational program needs. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. To qualify for a year of longevity service, the individual must have served at

least 380 hours during that school year excluding summer school.

- b. Remaining unfilled positions and/or class assignments shall be posted at the Division Central Office human resources website, the time reporting sites and major branches and a copy emailed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants.
- c. Dispute Resolution Procedure (Adult Education Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent adult education teacher to a position (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: The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's adult teacher's assignment to a position only upon a specific finding that the positions is arbitrary and capricious. The decision of the panel shall be final and binding.
- d. Alleged violations of the procedures set forth in section C. above are subject to the grievance procedure of Article V; the substance of the assignment decision is not.

4.1 After the initial selection process and the posting of teacher vacancies or unfilled positions described in Section 4.0(b), the site administrator and chapter chair shall discuss the equitable distribution of any remaining voluntary class assignments/hours. Topics of discussion shall include consideration of employee preference/interest forms, qualifications, DACE start date and educational program needs. The site administrator shall assign the final distribution of any remaining class assignments/hours.

5.0 The District has committed to replace tenured Adult Education positions which are lost due to attrition (resignation, retirement, ~~death or otherwise separated~~) provided that funding to DACE is equal to or greater than the available funding for the previous year and there is documented student need (e.g., increased enrollment, individualized student plans) in the subject area(s) for the positions. A reasonable effort shall be made to offer these assignments to interested and qualified employees at the site who are tenured at less than thirty hours with additional hours that become available over their tenured hours, up to thirty hours.

5.1 Adult Education Preparation Time: Beginning with the 2023-2024 school year, DACE teachers shall be assigned the equivalent of one (1) hour of paid on-site preparation time for every five (5) hours of class time for professional duties including preparation for class, collaborative planning, grading, record-

keeping and conferences with students and staff members. Counseling registration, and orientation classes (STEP classes) shall not be subject to this provision.

~~5.2 The District shall create a task force with equal members appointed by LAUSD and UTLA. The task force shall make recommendations for scheduling adult education preparation time.~~

5.2 Professional Development, Learning Communities/Staff Meetings: The site administration may call up to two (2) staff meetings or professional development sessions per month. All such meetings shall be paid at the employee's hourly rate, without any impact on employees' preparation time (defined in 5.1 above) or on instructional time. Agendas for these activities will be distributed twenty-four hours in advance, and employees shall be permitted to propose agenda items if the activity includes a staff meeting.

5.3 Preparation time shall not be scheduled after 8:00 pm, except by majority vote of the UTLA-represented employees at the site.

5.4 DACE certificated employees assigned to split shifts with three (3) or more hours between classes will receive one (1) additional hour of pay at their hourly rate for each split shift.

5.5 Whenever possible, DACE certificated employees teaching online courses at multiple schools/sites shall be allowed to teach their assigned online courses at one location.

6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

a. Occupational classes which require a high degree of student involvement shall be limited in size by the number of functional work stations in the room or shop facility as reasonably determined by the District.

b. In General Education classes the number of students enrolled at any time may exceed the number of learning stations in a classroom of facility. However, actual attendance shall be limited by the number of learning stations and by fire code as provided above. Enrollees in excess of actual attendance may be placed on a waiting list by the instructor or be referred to the Branch coordinator or site administrator for placement in other classes.

c. Classes (other than lecture series) scheduled in large District facilities such as music rooms, cafeteria or auditoriums, shall have one teacher for each 50 students, or fraction thereof, who are in attendance for three consecutive class meetings.

d. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches 27 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor.

7.0 Class Size Minimums: The Division shall observe class size minimums of twenty in General Education, eighteen in Occupational courses and eighteen in Adults with Disabilities.

a. A notice that a class may be terminated shall be given by the instructor of the class to the students and to the site administrator when attendance reaches twenty or less in General Education, or eighteen or less in Occupational or Adults with Disabilities classes.

b. If class attendance drops below an average of twenty for three consecutive class meetings (eighteen in Occupational and Adults with Disabilities) the class may be closed.

c. If class attendance reaches fifteen students (fewer than twelve in Occupational classes and fewer than fourteen in Adults with Disabilities) the class shall be canceled. If a class is being canceled due to loss of enrollment, the teacher shall be so advised as soon as practical during a conference with the administrator and with written notice to the teacher no later than the last scheduled class meeting. The conference may be conducted by telephone if the teacher is not readily available to the administrator (e.g., satellite location, or teacher absent). A class which has reached the level for cancellation may be continued under compelling circumstances at the sole discretion of the Division Superintendent.

7.1 Occupational classes shall not be canceled when student job placement temporarily reduces class size below the stated minimums.

7.2 Learning Centers, Reading Labs and other academic learning labs shall not be canceled when student advancement temporarily reduces class size below the stated minimums.

8.0 At each school, the administration and faculty shall annually determine a list of mutually acceptable substitutes. The list may include teachers at the school as well as other qualified teachers. Teachers at the location shall have the right to request a substitute from the list by name. When no name is offered or the substitute is unavailable, the administrator has the right to select another substitute from the list. When the school site administrator chooses to observe a prospective hire, that individual may be assigned as a substitute following an attempt to obtain the consent of the regular teacher. Successful performance by these substitutes may result in their being added to the list. When an absence is known or anticipated to be for a period of more than two weeks, the site administrator may extend the assignment of the current substitute or select from the employees whose names appear on the school substitute list.

9.0 Miscellaneous: Division personnel shall have reasonable access to telephone service at all sites for the performance of their student job placement duties.

9.1 The District shall provide pay for the annual before-school planning meeting-three hours at training rate as provided by Board Rule 1921.

9.2 Part-Time Leave:

- a. A Part-Time leave may be granted on a year-by-year basis subject to school schedules, availability of classes, and approval by the principal and the Division of Adult and Career Education (DACE).
- b. An application must be on file in the DACE Personnel Office by March 15 for the upcoming school year.
- c. Eligibility for health and welfare benefits for employees who work less than half-time will be determined pursuant to Article XVI, Section 3.0.

10.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule. However, if the reason that the employee has not served on the Hourly Rate Schedule for more than 39 months is that the employee was serving in a non-classroom position within the Adult Program, then the employee shall be restored to his or her previous higher step. This last sentence becomes effective 30 days from the adoption of this Agreement, prospectively; an employee disadvantaged by the prior rule shall be re-rated at their previous higher step (plus step advancements earned after return to the Hourly Rate Schedule) effective 30 days from the adoption of this Agreement, but there shall be no retroactive pay relating to any prior time.

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. Special education classes will follow the District recognized norm day.~~

b. Following norm day, the District shall provide a monthly special education class size/caseload report to UTLA.

2.0 If a Special Education class has exceeded the norm class size/caseload outlined in Section 15.0 below by two or more students following norm day, the teacher may notify the Special Education Administrator. the District shall make every effort to remedy the situation within ten (10) twenty (20) workdays. 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 paraprofessionals aide(s)/staff to the class taking into consideration student needs and the adult to student ratio.

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 class size/ caseload/SESAC exceeds the maximum caps dedicated by this article the affected teacher shall be paid an additional seventy five dollars (\$75) 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. In accordance with Article V, Section 7.0, the affected teacher may file for an Informal Conference.

b. The District will make every effort to accurately reflect any adjustments on caseloads and/or class size rosters contained within the District's data/case management systems (e.g., Welligent, MiSIS and SESAC).

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, s~~Substitute coverage shall be provided for a general education teachers for the duration of an 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.~~ 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. 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,~~ including curriculum based programs, shall have a minimum of one (1) paraprofessional during the instructional day without encroachment. For Special Day Programs with the exception of programs who primarily service students with autism, emotional disability, Intellectual Disability, Multiple Disabilities/Orthopedic, Multiple Disabilities and those students served within a modified core curriculum based program disturbance shall have two (2) paraprofessionals. These minimums apply to Special Day Programs at all school sites including 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, continuum of services, 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 Policies and Procedures Manual Resources Notebook: Special Education Department chairs shall be provided a link to the electronic Special Education Policies and Procedures Manual 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 Inclusion Facilitators: A Workload/Caseload Taskforce will be comprised of an equal number of members up to five (5) four (4) 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 and make recommendations regarding the caseload composition of Inclusion Facilitators including student needs, age groupings and program structure.

- b. Strategies for implementing 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. Assignments and consideration for distance between schools and/or home, driving time, breaks, and the needs of the school community.
- f. Feedback and collaboration on Professional Development for all members at schools with Inclusion Facilitators focusing on collaboration and understanding of roles.
- g. Other items specific to Inclusion Facilitators

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.

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

14.2 Resource Specialist Teachers and Designated Instruction and Service Providers, including 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/Caseload and Designated Instructional Services Caseloads

<u>Type of Special Day Class</u>	<u>Class Size/Caseload</u>
Autism – General Education Curriculum (AUT C)	9
Autism – Alternate Curriculum (AUT A)	6
Deaf <u>Education</u> / 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)	12
Intellectual Disability Severe (IDS)	10
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>50</u>

Audiology	80 students
Deaf <u>Education</u> / Hard of Hearing	35 students
Language/Speech	<u>55—40 in Early Education programs, 50 in all other programs</u>
Orientation and Mobility	15 students
Visually Impaired	30 students
<u>Resource Specialist Teacher</u>	<u>28 Students as defined by Ed Code</u>
<u>Recreational Therapy (RT)</u>	<u>30</u>

For classes that are curriculum based programs the caps will be as follows:

<u>Program</u>	<u>Class Size</u>
<u>Core Curriculum</u>	12
<u>Modified Core Curriculum</u>	<u>9-8</u>

(a) If optimum class ~~norm~~ size is exceeded by two for a temporary period of time which exceeds one month, a referral may be made to the Area Coordinator Region Special Education Administrator, Special Education, who may contact the Executive Director of 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 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 Executive Director of Associate Superintendent for Special Education or the Executive Director for Student Health and Human Services.

c. Changes in class composition and/or title does not relieve LAUSD of its obligation in the above staffing chart.

15.1 The above class sizes and caseloads apply to all Special Education Programs at all school sites 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 Class size and caseload caps will be noted in Welligent and all digital and printed class rosters.

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.

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.

~~16.0~~ 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

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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.

ARTICLE XXII- A

Inclusive Practices within the Least Restrictive Environment

In serving students with disabilities within the Least Restrictive Environment (LRE), in alignment with state and federal law, and in developing collaborative structures to increase inclusive practices and maintaining the continuum services to students, the Los Angeles Unified School District and United Teachers Los Angeles agree to the following:

a. The development of expanded inclusive practices in school communities will be supported by all school interest holders.

b. School communities will collaborate to implement a shared approach for serving students with disabilities within the Least Restrictive Environment.

c. All schools will develop a comprehensive plan to illustrate a collective vision for implementing inclusive practices.

School Plan for Inclusive Practices within the Least Restrictive Environment:

Beginning in the Fall of 2026, in preparation for the 2027-2028 school year, all schools will submit an annual school site LRE Action Plan through the School Plan for Student Achievement (SPSA) platform. Prior to the development of the LRE Section of the SPSA, schools shall hold informative meetings to solicit interest holder input. Schools shall create an inclusive practices committee to facilitate the development and implementation of the school's plan. The LRE Action Plan will consist of the following:

a. An agreed upon school vision.

b. Data analysis to identify factors of success and/or potential barriers of serving students within the Least Restrictive Environment.

c. Action steps for engagement and how the school plans to work collaboratively with all interest holders on the implementation, expansion and support for inclusive practices within the school community. Including providing a written description of the programs to all parents and staff at the school within 10 workdays of the beginning of each school year.

d. Action steps needed for the implementation of the school plan including, but not limited to the following:

l. The development of an Inclusive Practices Committee that will lead and support the work around creating opportunities in the Least Restrictive Environment (LRE) for students with disabilities. The committee shall include special education teachers, general education teachers participating in Inclusive Practices, DIS providers where possible and an administrator or administrator designee. Other interest holders may be invited to participate at the will and approval of the committee.

- II. Resources (additional funding, staffing) to effectively create opportunities for students with disabilities to participate in the least restrictive environment with the supports identified within their IEP.
- III. Professional development/training to enhance knowledge and expertise in inclusive practices based on staff surveyed needs.
- IV. Events/activities to reinforce an inclusive culture and to increase the engagement of all interest holders
- V. Agreed upon Matrix development.
- VI. Ensure equitable distribution of students with IEPs across all content areas or grade levels.
- VII. Ensure inclusion classes have equitable staffing and support for the students with IEPs in their LRE.
- VIII. Inclusion model of choice

e. As part of the annual school plan and resource allocation process, schools will provide information summarizing the LRE Action Plan with all interest holders. Schools may also revisit their plan during the course of implementation as revisions are needed. If the LRE Action plan is modified, interest holders will be informed of pertinent updates.

f. The Inclusive Practices Committee shall meet at least one per semester. Any member of the committee may call for a meeting as needed. Such meeting should be scheduled within five (5) work days.

g. Each school implementing an inclusion program shall have an Lead Inclusion teacher. The Lead Inclusion teacher shall be a member of the LRE Committee and will receive a yearly stipend of \$1800 and will to be paid in two payments, one per semester. The Lead Inclusion teacher will observe the six hour onsite obligation.

1.0 Program Structure: 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 all school staffing allocations are subject to norming procedures in accordance with Articles XVIII and XXII of the parties' collective bargaining agreement.

- A. 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.

- B. General education classes shall be consistent with the provisions of the UTLA-LAUSD collective bargaining agreement Article XVIII. Any general education class size violation due to the result of inclusive practices outlined in the SPSA LRE Action Plan shall be paid an additional seventy five dollars (\$75) 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.
- C. Formal Observations: The date, time and setting of formal observations conducted as part of the teacher evaluation process, shall be determined in collaboration with administrator and the teacher. The observation will only be reflective of the specific teacher being observed and will not serve as an informal observation for any other educator in the room.
- D. To ensure continuum of services, Regions shall hold level articulation meeting(s) for school representatives, including members of the LRE Committee to attend during the spring semester to support school site teams in planning for the transition of students with disabilities moving from one level/program to another (i.e. Preschool to Elementary, Elementary to Middle School, Middle School to High School).

2.0 Professional Development, Co-Planning and IEP Meetings:

- A. As part of the LRE Action Plan, delivery of professional development regarding inclusive practices may include one or more of the following methods:
 - i. Banked Time Tuesdays
 - ii. Shortened or Minimum Days
 - iii. Release Time
 - iv. Optional training outside of the workday paid at hourly rate
 - v. Optional summer training paid at hourly rate
- B. As part of the LRE Action Plan, schools may establish opportunities for teacher co-planning using one or more of the following methods:
 - i. Grade level and/or department meetings
 - ii. Shortened or minimum days

iii. Programming common conference/preparation periods

iv. District provided funding for release time or paid additional time of up to 10 hours a month of between the general education and special education teachers.

v. School determined banked time Tuesdays

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

D. General and special educators shall be provided opportunities to discuss IEP goals and progress prior to IEP meetings as outlined in section B. above. General and Special Education teachers will receive substitute coverage to attend IEPs in accordance with Article XXII, Section 4.0. and every effort shall be made to provide substitute coverage for RSTs for the duration of IEP team meetings in accordance with Article XXII, Section 4.1.

E. Upholding the Integrity of the IEP Process: IEP Teams shall review information regarding the IEP process for determining the Least Restrictive Environment for students with disabilities, including the continuum of placement options in accordance with the law.

The IEP team must first consider placement in the general education setting, with LAUSD committed to supporting inclusive practices through high standards, equitable access, and layered supports for students with disabilities. When a student's needs cannot be met in the general education setting, the District provides a continuum of placement options, allowing for one or multiple settings based on individual needs in accordance with IDEA 300.115.

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

4.0 Maintenance of Special Day Programs: Special Education teachers participating in inclusion programs are not RSTs and do not serve as Resource Specialist Teachers and therefore do not track service minutes in Welligent. Teachers who serve in inclusion programs shall have a caseload which follows the class size caps or designated instructional service caseload outlined in Article XXII 15.0.

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

2. 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.
3. Student placement shall not be solely determined by programs offered at the local district resident school.

3.0 Resources:

- A. Schools will receive technical support for the development of a plan to expand inclusive practices. Technical support, provided by the District, will include:
 - i. Materials based on research, pedagogical theories, and best practices.
 - ii. Resources and strategies for teacher planning.
 - iii. Strategies for developing a school (master) schedule that supports the needs of students and programming to address equity and access within a range of instructional settings/options.
 - iv. Information for IEP teams when determining the Least Restrictive Environment for a student that may be reviewed/shared with IEP team members and parents.
 - v. Required professional development/training regarding inclusive practices during professional development on a banked time Tuesday.
 - vi. Professional development/training offered regionally during contractual hours on a quarterly basis for school teams/committee members to attend regarding inclusive practices. Topics may include LRE Action Plan development, strategies for data collection, scheduling/programming to address equity and access, teaching planning and supports for instructional delivery including positive behavior support.
- B. 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 to support the performance of special education activities in alignment with the *Elementary, Middle, and Senior High School, Budget Services and Financial Planning School Staffing Ratio* charts.

4.0 Inclusive Practices Advisory:

In support of inclusive practices, an Advisory shall be created, comprised of five members appointed by UTLA and five members appointed by the District. The Advisory shall meet quarterly during the term of this agreement to review current practices and make recommendations to support schools with the implementation of their respective plans. Topics of discussion may include:

- a. Procedures for data analysis.
- b. Strategies to facilitate collaboration between general and special educators.
- c. Areas for professional development to expand inclusive practices.

d. Information for IEP teams regarding the Least Restrictive Environment.

e. Matriculation activities within feeder patterns to support the transition of students with disabilities.

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Restructuring Service Delivery - Special Day Programs

This Memorandum of Understanding (MOU) is to memorialize an agreement between the Los Angeles Unified School District and United Teachers Los Angeles regarding service delivery for students with disabilities served within Special Day Programs:

1.0 In providing a continuum of placement options within the Least Restrictive Environment, Special Day Programs, where historically students were served in eligibility named programs (e.g. Specific Learning Disability, Autism, Emotional Disability, Multiple Disabilities), will expand to serve students with disabilities in alignment with curriculum and instructional standards. With the goal of maximizing curriculum-based programs to support the unique learning needs of students, the intent is also to support student attendance at a neighborhood school. In providing for this placement option for IEP teams to consider, the District and UTLA will work collaboratively as an Advisory to support program implementation of Core and Alternate Curriculum Special Day Programs as follows:

a. Research program options for students with disabilities within comparable school districts.

b. Provide input regarding information for IEP teams regarding curriculum-based Special Day Programs.

c. Feedback Input regarding professional development for teachers including strategies for serving student instructional and behavior needs, curricular support and accommodations.

d. Provide input regarding parent workshops within regional areas with information regarding service delivery and program support.

e. UTLA and LAUSD will jointly create a Survey for staff and families to assess program implementation and needs.

f. Feedback Input regarding maintenance efforts and ongoing support facilitated by the Division of Special Education.

g. Jointly develop language to be shared to parents/guardians and/or students during IEPs that describe any changes in setting, description of placement and the full continuum of services.

h. Any other issues that arise in curriculum based programs and schools.

The Advisory will consist of (4) four District representatives and (4) four UTLA representatives as well as (4) four parents, (2) two appointed by UTLA and (2) two by the District and will meet on a quarterly basis during the term of this Agreement.

2.0 Programs outlined in this Agreement will adhere to the provisions of Article XXII. For class size, the caps are as follows:

<u>Program</u>	<u>Class Size</u>
<u>Core Curriculum</u>	<u>12</u>
<u>Alternate Curriculum</u>	<u>8</u>

a. In accordance to Article XXII 7.1, Core curriculum programs shall have a minimum of one (1) paraprofessional during the instructional day without encroachment. Modified Core curriculum based programs shall have two (two) paraprofessionals during the instructional day without encroachment. At no time shall health assistants be counted as a paraprofessional in either if these settings.

b. Class size violations will adhere to Article XXII, 2.1.

2.1 Special Education curriculum based programs shall be limited to two grade levels per class.

3.0 Credentialing for the respective programs, including student population, will be in accordance with guidelines set forth by the California Commission on Teaching Credentials.

4.0 At any time either party can request an additional Article XXX meeting to address issues related to the curriculum based programs described in the MOU.

This MOU is non-precedent setting and will remain in effect through June 30, 2027. The parties can mutually agree to extend it.

UTLA

DATE

LAUSD

DATE

ARTICLE XXIII

EARLY EDUCATION PROGRAMS CENTERS

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of certain special conditions involved in Early Education Center operations.

2.0 Informal Leaves: Employees who desire to apply for informal permissive (unpaid) leaves of absence should refer to Article XII, Section 5.0.

3.0 Mileage: Mileage reimbursement shall be paid for miles driven between locations when an Early Education Center teacher is assigned to two locations per day.

4.0 Transfers Involving 8-Hour Assignments: See Article XI, Section 10.0.

5.0 Additional Hours of Work:

a. All known and anticipated 4-hour openings not filled by an employee returning from leave, a displaced employee, or an employee already assigned to the site where the vacancy occurs, shall be posted at all Centers on or before the first day of each month. Four-hour employees who seek additional hours and who have on file a Statement of Availability requesting additional hours, may apply for any posted position by submitting an appropriate application to the Early Education Center Assignment Office within five work days of the posting. The most senior qualified applicant may be appointed to fill the position or selection may be made after interviewing the three most senior qualified applicants.

b. Postings of positions shall include: The name and address of the work site, the proposed hours of the assignment (either morning or afternoon), any special skills and/or qualifications required, and a statement as to whether the position will be filled by the most senior qualified applicant or by the interview process.

5.1 In the event no current 4-hour employee applies for a posted opening, the District may, in its discretion, fill the position with a new employee or declare that a compelling circumstance exists and fill the position with a 4-hour employee assigned within the geographic region of the opening whose annual Statement of Availability Form shows a desire to work additional hours. Two refusals of an assignment under compelling circumstances (as provided above) may result in removal of an employee's name from the Availability List for the remainder of the school year.

5.2 Refusal of a substitute teaching assignment by a 4-hour employee, who has on file a Statement of Availability requesting additional hours, shall not prejudice the employee's eligibility for additional 4-hour openings.

6.0 Seniority List: The District shall maintain a seniority list for Early Education Centers and shall forward a copy to UTLA by July 1 and January 1 of each year.

7.0 Vacation Scheduling: See Article XVII Holidays and Vacation.

8.0 Late Hours: When teachers are required to remain on site beyond their assigned time due to parents' failure to pick up their children at the close of school, the extra time involved is to be recorded and when accumulated to a total of four hours shall be compensated either by straight-time salary or by released time to be scheduled at times agreed to by the District and the teacher. At the request of the teacher, this released time shall be scheduled in conjunction with vacation time. If the District and the employee have not agreed on the scheduling of the accrued released time prior to the close of the school year (June 30), the District may either schedule the time or compensate the employee at the regular rate of pay. General hours provisions are set forth in Article IX, Sections 3.2 and 7.1.

9.0 Excused Time: Pursuant to past practice, after noon on Christmas Eve and New Year's Eve, Early Education Center will operate on a reduced "minimum crew" basis, with most employees released on a paid "excused time" basis. Those who must remain at work shall subsequently receive compensatory time off equal to the time worked after noon on said days. For this purpose, such compensatory time off shall be taken within two pay periods.

10.0 Additional Compensation: An Early Education Center teacher shall receive additional compensation in the following circumstances:

a. Another regularly assigned teacher is absent; and no substitute is assigned for the absent Early Education Center teacher; and as a result the teacher is assigned children from the absent teacher's class; and the teacher's class size exceeds the state-prescribed adult-to-child ratio; or

b. When a minimum or shortened day at the local elementary school causes the Early Education Center teacher's class to exceed the state-prescribed adult-to-child ratio.

c. Additional compensation shall not be provided under a or b above when the prescribed ratio is exceeded during transition from one activity to another for periods of up to 20 minutes.

d. When compensation is payable pursuant to a or b above, the teacher shall receive one hour's pay for each 24 pupil hours of additional service rendered to students not normally assigned to that teacher. The rate to be paid for such service shall be the teacher's regular hourly rate but not to exceed the maximum rate which would otherwise have been paid to a day-to-day substitute.

e. The additional students and time shall be recorded to the nearest (.1) of an hour upon conclusion of each affected work shift and such time accumulated during any given pay period shall be reported to the

Payroll Services Branch for payment during the next pay period. Additional compensation representing less than .1 of a full hour of compensation will not be reported to the Payroll Services Branch.

11.0 Participation in Chapter Chair Meetings: On days when UTLA hosts a meeting for chapter chairs, the chapter chair at each EEC upon 5 prior working days notice will be assigned a shift other than the closing shift in order to accommodate the UTLA Chapter Chair's attendance. With less than five prior working days notice, the District shall permit the UTLA Chapter Chair to trade shifts with another willing Early Education Center teacher for that day and inform the site administrator.

12.0 Substitutes: Various substitute assignment procedures and priorities are made applicable to Early Education Centers as indicated in Article XIX. Absent Early Education Center employees must report their absence and/or substitute request directly to their site administrator or designee rather than to the Early Education Center Substitute Assignment Desk.

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

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

14.1 All voluntary trainings and professional development outside of the regular work hours shall be-compensated at the professional development rate.

14.2 If an Early Education Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period. The District shall make a reasonable effort to schedule aides to supervise the children in order to allow an uninterrupted preparation period. In situations where an aide is not available to supervise the students during their rest periods and the Early Education teacher(s) is required to supervise students during their District-scheduled preparation time, the affected Early Education Center teacher(s) may perform the preparation duties after their regular work hours and be compensated at their hourly rate of pay.

14.3 All Special Education classes at EEC's shall refer to Article XXII for staffing and programmatic needs.

14.4 Early Education programs shall follow the staffing ratios outlined in article XVIII 6.0.

15.0 For the purpose of this Article, Early Education Programs refer to classes offered at Early Education Centers, California State Preschool Programs and all Special Education programs.

ARTICLE XXIII-A: CALIFORNIA STATE PRESCHOOL (CSPP)

1.0 CSPP programs shall maintain a ratio of eight (8), four (4) and five (5) year old students, to one (1) adult at all times, ratio of six (6), three (3) year old students to one (1), adult at all times and a ratio of four (4) two (2) year old students to one (1) adult at all times.

2.0 CSPP Educators will have the option to begin up to three (3) days prior to the first day of school. These days may be utilized for student and parent orientation, assistance and completion of Family Language Survey interviews, community outreach and enrollment efforts. CSPP educators who choose to participate will be paid their regular hourly rate.

3.0 Through the iCAAP program and by 2026, the district will develop a pathway for interested state preschool teachers to pursue a PreK – 3 Credential.

4.0 The parties are in a dispute over the issue of hourly compensation for CSPP teachers teaching summer school. The matter is currently in the grievance process. The union reserves the right to bring this and related issues forward in future bargaining sessions.

ARTICLE XXV

ACADEMIC FREEDOM AND RESPONSIBILITY

1.0 Lesson Content: In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion:

- a. is appropriate to the age and maturity level of the students;
- b. is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; ~~and~~
- c. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship; and
- d. is aligned with applicable California State Standards.

1.1 Guest Speakers: Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than 48 hours prior to the proposed appearance. The administrator shall as soon as possible, and no later than 24 hours prior to the proposed appearance, approve or disapprove the guest speaker, after considering the following factors:

- a. competency of the proposed speaker to address the proposed subject, including the speaker's experience, training and expertise;
- b. the educational value of the proposed program or address; and
- c. whether the proposed presentation, in the context of the teacher's overall instructional program, is consistent with the standards of Academic Freedom and Responsibility contained in Section 1.0 above. If the proposed guest speaker meets all of the criteria of 1.0 and 1.1 except 1.0 c., the proposed presentation may nonetheless be approved if the overall presentation in question adequately presents the opposing points of view (e.g., by providing a balancing advocate speaker, film, etc.).

1.2 Appeal Procedure: If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to the site administrator by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and the site administrator. If the lesson content or speaker is disapproved or restricted by the site administrator or other District administrator, the reason(s) therefore shall, upon verbal request, promptly be provided to the teacher in writing.

The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the Region Superintendent or Designee.

1.3 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article X, Evaluation and Discipline.

2.0 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

a. If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a teacher on special assignment for that purpose).

b. If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but the District shall be deemed a licensee (without fee) for purposes of internal District use only (e.g., classroom teacher, in furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to the District).

c. If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).

d. Before an employee or the District utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b and c above.

3.0 Determination of Grades: The grade to be given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by the District except in situations of clerical or mechanical mistake, fraud, bad faith, incompetency, or failure to comply with the then-current District grading policies, procedures and criteria adopted in accordance with Education Code Sections 49066 and 49067.* A grade shall not be changed for any of the above reasons unless the responsible teacher has, to the extent practical, (a) been given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) been

included in discussions relating to the change of grade. Claimed violations of this section are subject to the grievance procedures of Article V.

4.0 Academic Freedom and Ethnic Studies: As created by the LAUSD-UTLA Ethnic Studies Committee and approved by LAUSD in April 2022, Ethnic Studies is defined as:

Ethnic Studies is an interdisciplinary and comparative study of the social, cultural, artistic, political, historical, and economic expression and experience of race and ethnicity that primarily centers the studies of American Indians/Native Americans, Asian Americans & Pacific Islanders, Black/African Americans, and Chicanx/Latinx.

Ethnic Studies centers holistic humanization and critical consciousness, providing every student the opportunity to enter the content from their own space, positionality, and perspective. Ethnic Studies affirms the student identity, experience, and the building of empathy for others. This includes the self-determination of those who have ancestral roots and knowledge who have resisted and survived settler colonialism, racism, white supremacy, cultural erasure, as well as other patterns, structures, and systems of marginalization and oppression. The discipline uses culturally and community-responsive pedagogical practices to empower students to become anti-racist leaders.

Ethnic studies reconstructs and transforms the traditional narrative and curriculum by highlighting the contributions people of color have made in shaping US culture and society.

Teachers shall be supported and provided with ongoing resources, professional development opportunities, and curriculum to successfully implement Ethnic Studies **and culturally and linguistically responsive pedagogy. Implementation of Ethnic Studies in elementary grade levels should be consistent with state-mandated Ethnic Studies policies and in accordance with LAUSD Ethnic Studies resolution.** The LAUSD-UTLA Ethnic Studies Committee (Article XXV-A, Section 4.0) may provide input regarding these resources.

5.0 Consultation Rights: As outlined in Article III, Sections 2.0 and 3.0, Article IV, Section 12.0 and subject to Government Code 3542.3, prior to the implementation of District adopted curriculum, educational tools and student testing, the District shall seek input from UTLA on such matters which may include collecting input from a group that includes educators appointed by UTLA.

ARTICLE XXV-B

BLACK STUDENT ACHIEVEMENT PLAN (BSAP)

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

BLACK STUDENT ACHIEVEMENT PLAN (BSAP)

1.0 Black Student Achievement Plan Schools: The Black Student Achievement Plan (BSAP) was approved by the LAUSD Board of Education in February of the 2020-21 school year. Funding allocations have been earmarked to address the longstanding systemic disparities and failures in educational opportunities and outcomes between Black students and their non-Black peers. The BSAP addresses the need for culturally responsive curriculum and instruction as the classroom norm, fosters partnerships with community based organizations with proven track records of success within the Black community and provides increased staffing support to address the academic and social-emotional needs of Black students.

2.0 ~~2.0 Recommendations regarding the District-wide implementation, expansion and maintenance of the Black Student Achievement Plan program shall be made by the BSAP Steering Committee (BSAPSC)~~ **A Black Student Achievement Plan Steering Committee (BSAPSC) shall be maintained to support the implementation, expansion, and maintenance of the Black Student Achievement Program (BSAP):**

- a. ~~The BSAPSC shall be composed of fourteen (14) members, with seven (7) appointed by the District and seven (7) appointed by UTLA. No less than three (3) of the appointees by both parties shall be from community organizations named in the “Strategic Priorities for Elevating and Advancing Black Student Success” LAUSD Board Resolution adopted on February 9, 2021. Steering committee members will commit to serve a one-year term starting July 1, 2023, though members can serve more than one year if a party re-appoints them. The appointment/re-appointment date shall be June 1 of each year, starting June 1, 2023.~~

The BSAPSC shall meet once per month during the school year.

- b. The 14 member BSAPSC shall be co-chaired by one appointee from the District and one appointee from UTLA. The co-chairs, with the support of staff, shall set the schedule of meetings, agendas, etc.
- c. In making its recommendations, the BSAPSC will make every effort to strive for consensus. In cases where that is not possible, recommendations will be made by majority vote of the fourteen (14) voting members.
- d. No provision of this article shall be interpreted to discourage or inhibit parents, students, community members, or community organizations

from actively advocating in support of effective implementation, expansion, and maintenance of the Black Student Achievement Plan.

- e. The BSAPSC will make recommendations on collection of data to be used for measuring outcomes of BSAP students and successful implementation of the District BSAP.
- f. The BSAPSC will recommend culturally relevant trainings and professional development for BSAP team members and schools.
- g. The BSAPSC will discuss feedback received from those participating in the BSAP program when making recommendations for program implementation.
- H. The BSAPSC will create an end of year report with recommendations to the District regarding the use of funds for programs, resources, and training aligned with the purpose of BSAP. Request for Proposals (RFPs) will be made available for review.

3.0 Auxiliary Period: In high schools designated by the District as group 1 or group 2 BSAP schools, an auxiliary period shall be provided in order to implement an African American Studies course.

4.0 BSAP Group 1 schools shall receive the following:

- a. A baseline allocation to include:
 - i. A centrally funded "BSAP Team" consisting of one (1) Pupil Services and Attendance Counselor (PSA), one (1) Psychiatric Social Worker (PSW), one (1) School Counselor and one (1) Restorative Justice Teacher. These positions are funded through centrally-allocated District BSAP funds and are provided to all BSAP schools in addition to any positions outlined in Article XVIII of this Agreement or the Student Support Staffing MOU.
- b. A flexible curriculum grant to purchase culturally responsive resources which may include but not be limited to:
 - i. Culturally Responsive School PD:
 - 1. Secondary African American Studies Course-Teacher PD and Resources
 - 2. Spotify Math and Music Technology and Teacher PD
 - 3. Teacher PD Time and Planning Time
 - 4. Community Partnerships:
 - a. Black Cultural Arts Passport
 - 5. Parent Education and workshops
 - 6. Curricular Trips:
 - a. Historically Black Colleges and Universities Tour
 - 7. General Supplies

- a. STEM Makerspace Labs
 - b. Instructional Materials Account (IMA)
- ii. Community Based Safety Programs

Culturally responsive resources available through the flexible curriculum grant will be reviewed on an annual basis in conjunction with any input from schools, staff, families and recommendations made by the BSAP Steering Committee.

5.0 BSAP Group 2 schools shall receive the following:

- a. Each Group 2 BSAP Elementary school shall be allocated one (1) Pupil Services and Attendance Counselor (PSA) funded through centrally allocated District BSAP funds and provided in addition to any positions outlined in Article XVIII of this Agreement or the Student Support Staffing MOU.
- b. Each Group 2 BSAP Secondary school shall be allocated one (1) School Counselor funded through centrally allocated District BSAP funds and provided in addition to any positions outlined in Article XVIII of this Agreement or the Student Support Staffing MOU.

6.0 BSAP-funded PSA and PSW positions shall be on B-basis.

7.0 The district shall provide an annual BSAP budget report including central District and school-based BSAP expenditures.

8.0 Unspent money allocated to the BSAP program will be rolled over to the following year. BSAPSC shall create an end of year report with recommendations on how to spend rollover funds aligned with the purpose of BSAP.

9.0 In accordance with Article XIX, Section 8.0, schools designated by the District as BSAP Schools shall be provided, to the extent allowable by law, additional consideration when determining Proposition 39 co-locations offers.

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, from UNITE-LA.

2.0 Community Schools Additional Certificated FTE: Schools designated by the District ~~in collaboration 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 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 except for professional development mandated by state or federal law, topics specifically approved by the Governing Board of the Los Angeles Unified School District in accordance with the Board Resolution for Community Schools or required by the Shaw Settlement.
- 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.~~

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

7.0 The District shall allocate 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, Community Schools continuing from the previous school year shall receive an annual allocation of \$250,000 \$300,000**
- B. Effective July 1, 2023 2025, schools newly selected to participate in the Community Schools Transformational process will receive an initial allocation of \$250,000 \$300,000 during their first year of implementation.**
- 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 as outlined in Article IX-A, Section 5.0 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 Representatives. The trainings**

will be mandatory and full day. Topics for the trainings will be determined by the parties through a collaborative process.

H. After one year of the implementation of this agreement and upon the request of either party, the parties will meet to discuss program development supports and resources.

I. The parties will work together to advocate for continued and additional state funding for the community schools program.

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,~~ **nominate and vote for** 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.

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 funds provided will include the formula used to calculate the 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.

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

f. Back payments of already already owed funds 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.

ARTICLE XXXI

WORKING CONDITIONS

1.0 Counseling Services: All employees who perform educational services as defined in Education Code Section 49600 must hold a valid Pupil Personnel Services (PPS) credential. Unless mutually agreed to by the parties, the District shall not allow non-PPS credentialed employees (e.g. "advisors") to perform counseling duties. However, employees performing educational counseling services as of January 1, 1987 shall be permitted to continue with such services if so assigned, but shall be limited to one or two periods of counseling duties, if they have not yet obtained a PPS credential. Also, Education Code Section 49600 permits employees who do not possess the above credential to perform certain advisory services, but only if supervised by a credentialed educational counselor in an organized Board-approved advisory program. Any advisory program to be implemented by the District must be agreed upon by both UTLA and the District.

2.0 Workspace: Each itinerant bargaining unit member including itinerants shall be assigned an appropriate workspace at school sites to meet the requirements of the assignment, including but not limited to room and restroom keys and parking keys, a workstation, access to copiers, updated computers or a laptop along with internet access, secure storage space and necessary assessment materials.

- a. For Counselors, PSAs, PSWs, Community School Coordinators, School Nurses, Speech-Language Pathologists, and School Psychologists, this workspace shall be private and confidential when necessitated by the nature of the work. The site administrator shall identify and assign a workspace for the semester for each itinerant employee and publish that location in a manner accessible to all employees. If a workspace becomes unavailable during the semester, the itinerant employee shall be notified no less than 24 hours in advance except in unforeseen circumstances, and be provided an alternative workspace. If a concern arises over itinerant assigned space, the Chapter Chair, impacted itinerant bargaining unit member, and Principal shall meet to determine a solution. If there is no agreement a recommendation may be brought to the LSLC for discussion. If a resolution cannot be determined at the school site, the District shall also provide an appeal process at the local district level to resolve any on-going disputes.
- b. School Health Office: Every effort shall be made to ensure the school health office is used solely as intended to support with nursing services. As outlined in 2.0A above, ~~when necessitated by the work~~, the health office shall have private space to maintain student confidentiality. The health office shall have running water, sufficient lighting to perform health assessments, a dedicated refrigerator with a lock, a locked medication storage, a secure/locked space for medical record storage, a private area to serve students with protocols. In addition, school sites will prioritize space for a restroom to be used primarily for those visiting the health office. The health office shall have a cot available for students to recline as needed.

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

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

3.1 Cleaning and Daily Disinfecting of School Facilities - The District will make all reasonable efforts to provide a safe and clean work environment. Certificated bargaining unit members shall not be expected to do the regular cleaning work typically done by custodial staff. The district shall provide the budget and staffing to each worksite to fulfill at minimum the LAUSD's Minimum Standard of Cleanliness at each worksite.

a. Every bathroom will be stocked with toilet paper, soap, paper towels, seat covers, a trash receptacle, and menstrual products. When applicable, diaper receptacles will be available. All student bathrooms shall meet ADA standards. In instances when school bathrooms are inaccessible, the District will provide trailer bathrooms. The site administrator shall be responsible for ensuring school facilities are clean and in good repair, as outlined in BUL-735.1: Policy on Restroom Access, Cleanliness and Repair.

b. Information regarding Pest Management related activities on school facilities shall be available for review upon request.

4.0 If an Early Education Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period. The District shall make a reasonable effort to schedule aides to supervise the children in order to allow an uninterrupted preparation period.

5.0. Access to Technology: In support of the instructional program, the District shall make every reasonable effort to provide the following:

a. Access to wi-fi at all TK-12 school campuses, compatible with District devices.

b. Access to technology, as appropriate, to support educators within the instructional program, including but not limited to the following:

i. District devices (i.e. laptops, desktop computers).

- ii. Online assessments/testing resources for School Psychologists.
- iii. Augmentative/alternative communication devices and applications for Speech and Language Therapists who work with students utilizing this technology.

5.1 Protections Against Digital Violence: LAUSD shall provide a working environment free from digital violence. Digital violence encompasses many forms of abuse, from online harassment, hate speech, doxxing, cyberstalking, and image-based abuse, to gendered disinformation, blackmail, exploitation, and child abuse material.

6.0 Elementary Arts Task Force: In order to address the unique needs of Elementary Arts programs, the District shall convene a task force of equal numbers of UTLA- and LAUSD-appointed members. One of the UTLA Itinerant Arts Chapter Chairs (chosen by the UTLA-represented appointees) and the Director of the LAUSD Arts Branch are automatic members and will co-chair the meetings. The task force shall meet no less than four (4) times per school year, and shall have purview over the following issues:

- a. Arts Education Branch budget, including the purchase of instructional materials
- b. Any other budgets pertaining to Elementary Arts, including Proposition 28 funds
- c. Itinerant Arts matrix process
- d. Classroom space/room assignments
- e. Recruitment of additional staff

7.0 Carlson Home and Hospital Educators: In support of the work setting, procedures for Carlson staff will include but are not limited to the following:

- a. A safety plan for educators when they are working in a student's home or at a hospital.
- b. A plan for educators to have access to school sites and/or District facilities near the homes or hospitals where they provide service.
- c. Procedures for reporting when members do not receive the minimum student assignment at any point in the school year.
- d. A process for mileage reimbursement in alignment with District policy and follow up procedures as needed.

Should any proposed procedural changes and/or updates occur, UTLA will be notified to allow for the parties to meet and confer in alignment with the District's obligations under EERA prior to implementation.

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.~~ January 1, 2027.

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: USE AND IMPACT OF ADVANCED TECHNOLOGY

1.0 Advanced technology, including but not limited to what is commonly referred to as Artificial Intelligence, shall not be used to replace Bargaining Unit positions or members in doing work generally provided by Bargaining Unit employees without the express written agreement of the Union.

3.0 Advanced technology, including but not limited to what is commonly referred to as Artificial Intelligence, shall not be used to surveil or share information of any employees or students.

4.0 LAUSD and UTLA shall convene a task force to discuss AI-related issues and implementation. The task force shall consist of four (4) UTLA appointees and four (4) District appointees and shall meet no less than four (4) times a year on District paid release time.

NEW ARTICLE: SUPPORT FOR IMMIGRANT STUDENTS AND FAMILIES

1.0 The District and UTLA agree that every LAUSD site will be a place of support and resource for all students and families, regardless of immigration status. As outlined in LAUSD policy bulletin, "LAUSD Campuses as Safe Zones and Resource Centers," the District is committed to creating environments where the school community feels safe, welcomed, and excited to learn and that students are provided with a sense of security to thrive academically and emotionally without fear. Further, the District is committed to increasing and enhancing partnerships with community-based and legal organizations that provide resources for families facing immigration challenges.

a. The District will meet and discuss with UTLA updates/revisions to the LAUSD policy

2.0 LAUSD/UTLA District Immigrant Support Committee: A joint District-UTLA committee shall meet on a quarterly basis per year for the duration of this 2022-2025 agreement. Additional meetings may be held as needed upon mutual agreement of the parties. The committee shall be comprised of three (3) members from the District, three (3) members from UTLA, and two (2) parents (one (1) appointed by the District and one (1) appointed by UTLA). The committee shall review the changing needs of immigrant students and families and make recommendations on ways to expand resources for students and families including but not limited to: providing indigenous language resources for immigrant students in the form of curriculum, translators, tutoring and other community engagement efforts.

3.0 The District shall seek opportunities to secure additional funding in order to create expand comprehensive resource centers (e.g. Student Centers, School Enrollment, Placement and Assessment (SEPA) one-stop cradle-to-career (C2C) hubs. C2C Hubs shall consult with Dream Centers located throughout the district for guidance on offering services offered to students and families impacted by immigration. LAUSD teams assigned to these Centers, will serve students and work with neighboring schools in the community to promote prevention and early intervention wellness efforts across the regions, provide adult education programs, health and human services, and career paths. These hubs would provide adult education programs, health and human services, and career paths. In addition, the District will collaborate with external partners, including Federally Qualified Health Centers and other community partners, regarding the health and wellness of students and their families. These services will support the post-pandemic recovery by in the development of developing resilient school communities with protective factors against academic and social barriers.

4.0 The District shall make every effort to

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- a. Expand existing and develop new partnerships with legal clinics, legal organizations and law firms consistently across local District Regions to facilitate the provision of low cost or no cost services to students and their families. Impacted by immigration.
- b. Facilitate clinics/trainings with organizations that provide services and resources to students and their families regarding immigration including Know Your Rights workshops and family preparedness plans.
- c. Develop partnerships with philanthropic organizations with the goal of providing additional supports for immigrant students and their families.
- d. Increase support for newcomers and their families, including but not limited to social emotion learning (SEL) tools, translation services, adult ESL courses, legal and health resources and services available through District support service providers.

5.0 LAUSD shall provide certificated and classified employees with professional development related to the needs of students and their families impacted by immigration as follows:

- a. LAUSD policy bulletin, "LAUSD Campuses as Safe Zones and Resource Centers."
- b. Immigration rights including legal and education rights.
- c. Procedures for addressing federal immigration enforcement efforts as well as safeguarding confidentiality.
- d. Available resources, workshops, and services for student/family access including immigration rights, family preparedness plans, crisis management response resources, school enrollment, attendance, social-emotional supports, medical referrals, health insurance enrollment, legal resources and mental health referrals.

6.0 The District shall continue to:

- a. Provide crisis management and support services through the response network to assist students whose parents have been detained.
- b. Engage in outreach efforts to assist families with student enrollment, attendance and providing/updating emergency contact information.
- c. Explore alternative learning settings/pathways and assist students and families with enrollment in independent study programs.
- d. Safeguard confidentiality and immigration status of students, families and employees to the extent permitted by law.
- e. Assign specially trained staff to support students and their families impacted by immigration across the District.

7.0 The LAUSD Office of Student Family and Community Engagement shall include in their parent and family webinars information regarding family preparedness and crisis management response resources, We Are One resources and Know Your Rights workshops.

8.0 The District shall make school spaces available to organizations providing supports and resources to the community in accordance with Civic Center Permit policies applicable by law.

9.0 The District will increase B-basis PSA staff assigned to support immigrant

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students from one District-wide to at least five for each LAUSD Local Region.

10.0 The number of Dream Resource Centers will be increased from 4 to 8 and available to school communities at all school levels.

11.0 When there is a report of ICE present, the Chapter Chair shall be notified. ICE agents shall not be allowed inside District facilities without a judicial warrant. The District shall create a policy acknowledging that they have no authority to enforce federal civil immigration law and declaring that they will not participate in immigration enforcement efforts of federal authorities. This includes campus police not holding people on ICE detainers.

12.0 Staff will not be required to assist immigration enforcement agents in any way. Refusal to assist immigration agents shall not result in disciplinary action by the District.

13.0 In alignment with Article XII, Section 17.0, employees may request and be granted with an unpaid leave of up to 52 consecutive calendar weeks to attend to immigration related matters without impact to District seniority. Should the need to address these matters extend beyond 52 consecutive calendar weeks and the employee chooses to resign in good standing, they may apply for reemployment and if reemployed within 39 months of their last day of paid service, the employee will retain their rights in accordance Education Code 44931 and the law.

14.0 Upon exhaustion of personal necessity time and written request, an employee may be released for up to ten (10) unpaid working days during their employment in order to attend to immigration or citizenship status matters. The days need not be taken consecutively. The Employer may request verification of such absences as outlined in Article XII, Section 14.1 (d).

15.0 In the event an employee does not have direct deposit and is no longer employed by the District, the employee may designate a family member on their behalf who may receive their final paycheck by mail. The employee shall provide a signed authorization letter to the District with the designee's name, contact information inclusive of their mailing address and a copy of the designee's valid government issued ID.

16.0 The District shall continue its rapid response network to assist students and their family members who have been detained with crisis management and support services.

17.0 LAUSD shall, in consultation with the UTLA, develop a fund of no less than \$500,000 to assist employees in planning for and navigating immigration issues. This fund will be under the purview of the Committee (referenced in 2.0 of this article). The District will also develop a plan to support DACA educators.

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18.0 The District recognizes that DACA recipients are a valued and important part of our community. The District shall not disclose employees' immigration status unless required by federal and state law.

This non-precedent setting agreement is in effect through June 30, 2028 and may be renewed by mutual agreement of the parties.

MEMORANDUM OF UNDERSTANDING
LAUSD AND UTLA
INFANT AND CHILDCARE, EARLY EDUCATION PROGRAMS

This Memorandum of Understanding (MOU) is to memorialize an agreement between the Los Angeles Unified School District and United Teachers Los Angeles:

1. UTLA and the District recognize the need for cost-free or affordable childcare, not only for District employees, but for all school communities. To address this need, the Parties will work collaboratively to explore opportunities to expand student enrollment at District infant and early education centers across the city.
2. 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.
3. 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.
4. In exploring these efforts, the District shall establish a collaborative work group to provide input regarding the expansion of infant and early education center student enrollment within the District. UTLA will serve as a participant on the work group with up to (3) representatives appointed by UTLA and agreed upon by the Early Childhood Education Division. The work group will meet at least once each semester for the term of this Agreement. Additional meetings will be scheduled upon mutual agreement of the parties. Agendas will be mutually agreed upon and the work group will review and provide recommendations on the following:
 - a. Opportunities to expand enrollment at infant and early education centers within regional areas to support local school communities, adult learners with children, and serve as a setting for job training/advancement for staff.
 - b. Expand community linkages to assist families with information regarding local infant and early education programs, enrollment support and parent workshops to support young learners.
 - c. Explore resources and funding to support the expansion of early education programs including use of available District facilities.

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- d. Available training programs, including partnerships with post-secondary educational programs offering Early Childhood certification.
 - e. Research opportunities/programs with non-traditional hours to support local school communities and adult education learners participating in post-secondary learning.
5. In recognition of the importance of early education and intervention, the District shall engage in campaigns to inform families of available enrollment opportunities in Early Education Program including those at Infant Centers, Early Education Centers and CSPP Programs throughout the school year. This includes, but is not limited to, strategic advertisement, the use of available communication methods to reach families notifying them of their nearest EEC and CSPP program, targeted ages, costs associated with enrolling their child at an EEC or CSPP Program, hours of operations and any documentation a family might need to enroll their child.
6. In conjunction with the Opportunities for Professional Growth MOU, the District and UTLA will continue through the collaborative career task force to explore options for early educators to pursue a Preschool – Grade 3 credential.

This MOU is non-precedent setting and will remain in effect through June 30, 2028.

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles
Educational Options – Support for Students

This Memorandum of Understanding (MOU) is to memorialize an agreement between the Los Angeles Unified School District and United Teachers Los Angeles regarding support for students served in alternative learning settings within Educational Options schools:

1. In support of students receiving instruction in an Educational Options setting, the District and UTLA will work collaboratively as an Advisory to establish best practices in support of students served within Educational Options programs. The Advisory 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 once per semester with the intent of providing targeted support and resources. Additional meetings may be held as needed upon mutual agreement of the members. The District and UTLA agree to engage in the following activities
 - a. Research programs and/or surrounding school districts providing services to students served in an alternative/Educational Options setting.
 - b. Survey students, staff, and families to assess needed supports for student achievement including academic and social-emotional learning, targeted interventions, mentoring, and community resources.
 - c. Review and summarize findings and provide recommendations for review and consideration by senior leadership. Recommendations may include, but are not limited to the following:
 - i. Partnerships with community organizations to support students with academic, social-emotional, basic care needs, and childcare, if applicable, including joint advocacy to community partners for charitable contributions to assist students.
 - ii. Programs/agencies for career development and post-secondary education.
 - iii. Methods for the use of available resources at local school-sites and within regions, including activities and events to assist students and families with pertinent information.
2. Students enrolled in an Educational Options setting will be provided with the following resources/supports as needed:
 - a. Support with enrollment at a local Early Education program to assist with early education instruction and child care.
 - b. Support with basic care needs, academic and social emotional resources available through the District and/or community organizations, including support through joint advocacy to community partners for charitable contributions as recommended by the Taskforce noted in 1.0 above.

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c. Support in alignment with District policy to make up assignments or refer-to virtual and/or independent study programs when unable to attend an in person Educational Options setting.

3. The district will provide one (1) PSA and one (1) PSW per local region to support the schools and programs named in this article.

4. The District will provide up to \$30,000 in additional District foundation money to schools to utilize based on the needs of the student parents.

This MOU is non-precedent setting and will remain in effect through June 30, 2028.

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Housing Support

1.0 The District and UTLA acknowledge that Los Angeles Unified, being one of the region's major land holders, with the primary mission to educate students, will explore options for affordable housing including those where District properties may have the potential to be better utilized to support the housing needs of students, employees, and communities.

2.0 The District will identify vacant and underutilized LAUSD land parcels that may be used for the development of affordable housing to help address the region's crisis of affordability afflicting students, families and employees.

a. In supporting these efforts, areas may include those impacted by student absenteeism and declining enrollment (e.g.: 90012, 90021, 90031, 90032, 90044, 90059, 91340, 91405 zip codes) and neighboring communities.

3.0 During the 2025-2026 and 2026-2027 school year, the District and UTLA shall maintain a joint task force to make recommendations regarding the use of identified vacant and unused LAUSD land parcels that could be used for the development of affordable housing for low-income students and families. 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. No later than June 30, 2027, the Community Housing Task Force shall provide written recommendations to the Deputy Superintendent of Business Operations regarding the use of the identified District property.

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.

4.0 The District will encourage potential proposers which may include Non-Profit Developers and Community Land Trusts to submit requests for future housing developments. Request for Proposals (RFPs) will be made available for review prior to the procurement process.

5.0 Where applicable, Any housing built on LAUSD land will follow state fair housing laws.

6.0 The District and UTLA shall work collaboratively to maintain school-based supports for unhoused children and youth and resources for families experiencing housing emergencies. All schools will have a homeless liaison (HL), who is on campus five (5) days per week, identified and accessible to staff to assist with student needs and housing support.

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

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

7.0 The District shall maintain coordinated services available to students and families through its Coordinated Entry System (CES) sites located within local region areas and provide staff to support in highly impacted areas, including but not limited to education enrollment and academic services, resources and referrals for housing support and basic supplies for families, children and youth in need.

a. In addressing areas of high impact (e.g. 90021), the District shall work with schools to identify and provide resources to support student and family needs.

8.0 The District shall provide basic need supplies to students in need in accordance with their student housing questionnaire. Essential items may include, but are not limited to clothing, school supplies, backpacks and hygiene kits.

9.0 The District shall provide additional supports based on student needs including but not limited to access to laundry services, linkages for safe parking, food pantries, clothing drives and other resources to address basic needs and to support families facing housing insecurity and homelessness.

10.0 The District and UTLA shall collaboratively advocate to secure Section 8 vouchers from LA County and the LA Housing Authority to meet the housing needs of the families of all unhoused LAUSD students, including at any LAUSD properties that may be developed for this purpose.

11.0 The District and UTLA shall collaboratively advocate for fair and affordable housing and tenant protections including enforcement of the Tenant Protection and Anti-Harassment Ordinance (TAHO) and organizations, (i.e. United to House LA (ULA)), addressing these efforts including housing supports and services within the community.

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

a. The District and UTLA will collaborate on creating and maintaining lists of housing advocates available to provide resources and support to families including those that may provide services on school campuses through the Civic Center Permit process.

b. The District will provide UTLA with the name of the division that will help in facilitating issuance of Civic Center Permits.

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This non-precedent setting agreement is in effect through June 30, 2028 and may be renewed by mutual agreement of the parties.

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NEW ARTICLE: PRE-K-12 VIRTUAL ACADEMY EDUCATIONAL PROGRAM
OPTION SCHOOLS

All elements of the 2025-2027 Agreement shall remain in effect for UTLA members assigned to the LAUSD Virtual Academies, with the exception of Article IX: Hours, Duties and Work Year, which will be modified for the Virtual Academies as follows:)

1.0 In accordance with Article IX, Section 1.0, 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.

2.0 Sign-in and Sign-out: All employees will enter their initials on a digital time card provided by the district. Upon each arrival to and departure from, those employees assigned to a school/work location, will enter their initials on a sign-in sheet/form located at the site.

3.0 Record of Assignments (ROAs) shall be completed at minimum, every 2 weeks in accordance with the District's Independent Study Policy. To support this process, after the instructional day, Friday afternoons shall be reserved for completing initial ROAs, preparing materials, and evaluating ROAs for each new ROA cycle. i.e. The first Friday of the cycle shall be used to create the initial ROA and prepare student assignments for transfer and publishing. The second Friday shall be used to evaluate.

4.0 Virtual Academy Workday

A. The on-site obligation for teachers is from 8:00 am to 2:50 pm daily, except when Faculty, Staff Development, Grade Level, or Committee Meetings are scheduled until 3:50 pm.

B. Morning Duties:

(1) Teachers shall ensure video conferencing links are kept current and provided to administration.

(2) Elementary teachers shall provide synchronous daily instruction for 3 hours each day, excluding 20 minutes of break time scheduled at the teacher's discretion. During this time, teachers are expected to have video

conference cameras on during synchronous time, but may turn cameras off during break time.

(3) Secondary teachers shall provide daily live instructional support for 3 hours each day excluding two 10-minute breaks at the teacher's discretion. Teachers are expected to have video conference cameras on during synchronous time but may turn cameras off during asynchronous and break time; the teacher may close the video conference during their break.

The time shall be scheduled as follows:

a. 30 minutes per day for Advisory to include but not be limited to announcements, Social-Emotional Learning (SEL), Career Instruction, student participation record keeping, and school events.

b. Three 50-minute academic periods with no less than 40 minutes for live instructional support ("synchronous instruction") i.e. whole-class lessons, opportunities for real-time interaction, discussion, small groups, and feedback, immediate instructional support during lessons.

C. Afternoon Duties:

(1) Teachers shall be required to attend no more than one mandatory Professional Development or Professional Learning Team meeting per week on Tuesdays at 1:50 PM. These meetings shall not exceed one hour in duration.

(2) Teachers will be required to attend no more than one Faculty, Grade Level, Staff Development or Committee meeting per week. No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). These meetings shall not exceed one hour in duration.

(3) Teachers shall conference with students and parents once per ROA cycle to discuss the pupil's progress and document it in the MiSiS Contact Log, plan lessons, document each pupil's participation in live interaction and synchronous instruction on each school day, and complete the subsidiary agreements, Record of Assignments (ROA) and supervising and approving coursework and assignments in accordance with the District's Independent Study Policy. The manner of communication shall be agreed upon and determined by the teacher and parent (i.e. phone, in person, video conference). ROA meeting schedules shall be posted in Schoology Homeroom course.

(4) Video conference presence shall not be required solely for administrative PM duties such as MISIS entry, work evaluation, lesson planning, ROA evaluation, Daily Participation record keeping, parent communication, etc. but may be needed when necessitated by the work including but not limited to ROA meetings, parent-student conference, intervention, clubs, IEP, Professional Learning, and Faculty Meetings.

D. Local School Leadership Council (LSLC): The LSLC of each Virtual Academy will follow and have purview over the obligations set forth in Article XXVII of the parties Collective Bargaining Agreement.

5.0 Evaluation Teaching and Learning Framework Appendix: Learning in Virtual Environments, as outlined in this agreement, shall govern and provide specific guidelines, responsibilities, and processes pertaining to Virtual Academy related assignments, roles, and expectations when evaluating teachers as outlined in the Appendix provided by the District. Should any proposed changes to the August 2022 Teaching and Learning Framework Appendix occur, UTLA will be notified to allow for the parties to meet and confer in alignment with the District's obligations under EERA.

6.0 Class Assignments within the General Education Setting:

A. Live Instructional Support - Secondary

- (1) There shall be no more than two (2) courses assigned within a live instructional support rotation period. Courses must be related subjects/electives/disciplines. (i.e. Algebra 1/Honors Algebra; Spanish 1/Spanish 2)
- (2) Mandatory ELD classes will be taught as a separate period and the time for ELD instruction during a rotation will not be split with instruction for any other course.

B. Student Roster

- (1) There shall be no more than eight (8) courses assigned to a teacher during the semester, unless a stipend of \$1,200 per semester is provided for each additional course and agreed upon by the teacher.

7.0 The District will follow Article XXVII Special Education in the Virtual Academies and include the following:

A. Participation in IEP Meetings

- (1) IEP meetings shall be equitably rotated among General Education teachers.
- (2) The school shall ensure classroom coverage for General Education teachers required to attend IEP meetings. In addition, they

shall collaborate with impacted teachers on scheduling availability to minimize disruption to the instructional day and advanced Record of Assignment meetings with parents.

B. Resource Specialist Teacher

(1) b. In accordance with California Education Code, the maximum caseload for a RSP teacher shall be 28.

(2) Morning duties shall include providing services to students during both synchronous and asynchronous instructional time. Afternoon duties shall include making up service minutes with students, assessing students, preparing IEPs, and conducting IEP meetings.

C. Paraprofessional support may be provided to SPED teachers.

8.0 An average of 22 students in grades K-3, and 25 students in grades 4-12 shall be assigned to a Virtual Academy teacher's roster. For Special Education and UTK/TK classes, class sizes shall not exceed the in-person class size norms established for comparable programs in traditional school settings.

(1) Elementary grades 1-5 shall not have a multi-grade assignment.

(2) Secondary multi-grade classes in the Virtual Academy shall not exceed two (2) consecutive grade levels.

(3) Secondary Virtual Academy teachers assigned to multi-grade classes may receive paraprofessional support during synchronous instruction and shall be provided additional compensation equivalent to that received by in-person teachers assigned to multi-grade classes.

9.0 Virtual Academy teachers shall participate in a matrix process consistent with Article IX-A and follow all timelines outlined in the Article.

(1) The matrix process shall recognize School Levels (elementary, middle and high school) specific to each VA school; Only Special Education is recognized as a Department within each VA school. Teachers may move school levels if a vacancy is available and credential types are met.

(2) If a teacher is notified of a change in their tentative assignment five calendar days prior to the first day of instruction, the teacher may request preparation time in accordance with Article IX-A, Section 2.0.

10.0 In the event of overstaffing or reduction of teaching positions, the assignment and retention of teachers shall be determined based on seniority within school levels specific to each VA school.

(1) Should there be displacements, teachers may move between levels from high school, to middle, or to elementary if a vacancy is available and credential types are met within that Virtual Academy.

11.0 Location XS shall be designated as a priority reporting site for teachers displaced under the Virtual Academy program. Teachers who elect to continue their assignment with the Virtual Academy shall have priority consideration for placement as a Virtual Academy pool teacher/Virtual Academy Teacher Resident.

12.0 Norm Day adjustments should allocate a minimum of 12 hours of X-time or two days of release time for reassignments and changes in VA assignments when teachers must switch subjects or courses, including mid-year changes.

13.0 Professional Development training specific to Independent Study requirements may be offered as voluntary summer training Professional Development days. These days may be designated to include, but not limited to the following: Master Agreements, Record of Assignments, Schoology course set-up, and content coursework.

14.0 The District shall provide comprehensive onboarding for substitute teachers, including training in the use of digital tools and platforms and any other tools utilized by the District for instructional purposes. All Substitute teachers shall be provided a computer to complete required duties when working on-site at the Virtual Academy.

15.0 Substitute teachers assigned to long-term placements shall be granted full access to relevant digital tools and platforms necessary to perform their instructional duties effectively. The District shall ensure timely permissions for online platforms and training to facilitate the use of these tools.

16.0 Teachers who have previously been granted a Reasonable Accommodation (RA) for remote work from home shall have the option to continue performing their instructional duties remotely, as appropriate, while pending the outcome of the RA process.

17.0 In accordance with Article IX, Section 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.

Welcome Centers at Shared District Sites

18.0 Classroom: All classrooms shall be standalone, single-occupancy spaces, with no more than one teacher assigned per classroom. Teachers shall have the option to work from home. In the rare event of a shared space, classrooms will be furnished with partitions/dividers and equipment to minimize

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sound disruption. Classrooms will have sufficient storage, including a secure space for teachers to store their personal and professional belongings.

19.0 Facilities: When necessitated by the work, access to designated spaces for student-centered meetings that require privacy in accordance with District Policy will be made available for employee use upon request.

20.0 Shared Space at District Facilities: Schools assigned to share a facility will work collaboratively to develop a plan that is conducive to the instructional and programmatic space being used by all schools.

21.0 Emergency Procedures and Safety Plans: To support employee safety, Virtual Academy teachers will observe the emergency procedures and drills of the shared site. Training for Virtual Academy teachers regarding the emergency procedures of the shared site will occur as soon as practicable. Virtual Academy teachers may participate and provide input to the development of and/or annual review of the site's safety plan. VA teachers shall be given at least 24-hour notice before an emergency drill. The schools' governing bodies, Local School Leadership Council, will work collaboratively to encourage the input of all interest holders in the development and implementation of these plans. Access to the site's safety plan(s) will be made readily available to all bargaining unit members.

22.0 Instructional Equipment: All classrooms will be equipped with equipment conducive to virtual instruction. This includes a desktop or laptop for each teacher, updates to devices, and accessible Wi-Fi. Virtual Academy classrooms will be equipped with the same communication system as classrooms at the shared District site. Teachers shall not be required to use personal devices, personal email, or personal phone numbers for parent-student communication.

23.0 Employee Placement at School Sites: The district shall make available a list of physical locations/sites in which VA staff are assigned/placed and room availability at each school site. Teachers shall be able to request a location change based on seniority should space at another site become available. Welcome Centers and newly available classrooms at other sites shall be expanded to broaden the geographic locations of reporting sites for teachers. The District shall also provide a list of employee placement and available rooms at each school site to the Chapter Chair of each VA upon request.

24.0 Temporary relocation: In the event of an emergency that requires the temporary relocation of Virtual Academy from a Welcome Center, teachers shall be allowed the option to report to work from home or, upon teacher request, at an available alternate District Site. At the conclusion of the temporary relocation, the teachers will return to their assigned Welcome Center at the beginning of the next instructional day. In the event of a permanent relocation of a VA Welcome Center, teachers shall be given advance notice of at least 30-days if conditions are known and upon space and availability, the ability to request a Welcome Center of their choosing.

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25.0 Displacement: In the event that some or all Virtual Academy employees are permanently displaced from their worksite, the District shall make every effort to place displaced employees at a new site within the same LAUSD region as the employee's prior assignment or the region closest to their home geographic location.

26.0 Parking: As referenced in Article XXXI, Virtual Academy teachers shall have equal access to on-site parking spaces.

27.0 Campus Access and Procedures: Virtual Academy teachers shall be assigned an appropriate workspace or classroom to meet the requirements of the assignment. Teachers shall be provided the following to include but not limited to: room and restroom keys, access to copiers, and access to working wifi systems. Employees shall also have equal access to all telephones and common areas such as the library, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable manner. The District will facilitate collaboration among all schools to establish the entry and exit procedures for Virtual Academy teachers in an equitable manner.

28.0 Administration and Support: Virtual Academies will have access to support from specific personnel assigned to their academies. Examples of support include, but are not limited to, parent conferences, personnel matters, emergencies, copies, telephone access, supplies, and technological issues.

29.0 Chapter Chair Release Time: Virtual Academy Chapter Chair will be released from their regular duties with no loss of pay for the purpose of attending to UTLA matters in accordance with Article IV, 6.0. For the purpose of attending UTLA Area and House meetings, Chapter Chairs may, with prior approval of the site administrator and when their duties reasonably permit, alter their PM duty work schedule by one hour. Chapter Chairs shall make up the released time by adjusting their work schedule in coordination with the onsite administrator.

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Inclusion Facilitator

This Memorandum of Understanding (MOU) is to memorialize an agreement between the Los Angeles Unified School District and United Teachers Los Angeles regarding the need for planning time for Inclusion Facilitators to plan with their General Education colleagues:

1.0 Upon request, Inclusion Facilitators 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.

This MOU is non-precedent setting and will remain in effect for the duration of the parties' 2025-2028 LAUSD/UTLA Collective Bargaining Agreement.

UTLA

DATE

LAUSD

DATE