

UTLA Proposals to LAUSD

2/18/25

**Additional proposals to follow in future
sessions**

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 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.

Article IV – UTLA Rights

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

- a. Upon request of an employee, have the right to represent the employee in grievance meetings as expressly provided in Article V, Section 2.0, and in meetings relating to discipline as expressly provided in Article X-A, Section 3.0 e.
- b. When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed.
- c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;
- d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.
- e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;
- f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).

Article IV – UTLA Rights

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

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

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

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

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

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

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

8.1 Released Time for Chapter Chairs:

a. Released time from non-instructional duties shall be provided to a Chapter Chair if the following conditions are met: a secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved. The proposed plan is to provide for the Chapter Chair to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties, as referred to above, are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may

also include homeroom teacher duties. In addition, chapter chairpersons at elementary schools shall be released from instructional duties when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.

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

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

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

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

8.2 With regard to local site decisions which are reflected in the following documents forwarded to Local District 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 or central District offices, except in emergencies;

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

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

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

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

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

8.3 Itinerant Chapter Chairs

a. The District shall recognize one Chapter Chair for each Local District, or similar governance structure, for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech and Language Pathologists, 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-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 four (4) chapter chairs for Elementary Arts, one in each discipline: Dance, Music, Theatre, and Visual Arts.

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 District-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) of new or revised student assessment systems, or changes in instruments or frequency of assessment, the District shall during the design and deliberation stages give UTLA written notice of its intentions and plans, and include UTLA as one of the principal participating stakeholders in such process. In addition, UTLA may itself initiate consultations with the District regarding such matters.

ARTICLE IX-B

PROFESSIONAL DEVELOPMENT

1.0 Purpose and Goals: Regular professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of the District. At its best, professional development and continued learning is grounded in the instructional goals and programs of the District and the school, the best practices of successful teachers, and the everyday needs of students and teachers. While no professional development program will accomplish all goals for all participants, it is agreed that all professional development programs and activities -- whether designed and/or delivered by the Central District, a Local District, or the local school -- should seek to achieve the following goals, as applicable:

- a. Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and District mandates, standards, initiatives and/or priorities;
- b. Be appropriately responsive to the site's needs assessment and/or evaluations of similar programs offered in the past;
- c. Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
- d. Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
- e. Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;
- f. Be intellectually engaging and reflect the complexity of the teaching and learning processes; and
- g. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.
- h. Provide educators access to high-quality PD regarding culturally responsive curriculum.

i. Provide educators PD on providing students with disabilities access to a Free and Appropriate Public Education (FAPE).

j. Provide staff assigned to multiple sites and non-classroom staff with PD that is relevant to their assignments.

2.0 Banked Time for Professional Development: See Article IX, Section 3.1, for the minimum on-site obligations relating to the banked time accumulation and schedule. The following terms are intended to facilitate professional development in grades UTK-12:

a. Professional development “banked” time programs and activities shall be scheduled for Tuesdays throughout the District;

b. In elementary schools, grades UTK-5/6, such time shall total in the range of 2,100 – 2,340 yearly minutes and shall be accumulated by increasing instructional time by twelve to thirteen (12-13) minutes per day in accordance with the number of designated Tuesdays at 180-day schools. Students will be dismissed 60 minutes earlier than normal dismissal time on all Tuesdays designated by the District (typically 35 - 39 Tuesdays), facilitating the use of the banked time for professional development purposes on those days;

c. In secondary schools, grades 6/7-12, such time shall total in the range of 2,100 – 2,300 yearly minutes and shall be accumulated by increasing instructional time by twelve to thirteen (12-13) minutes per day in accordance with the number of designated Tuesdays at 180-day schools. Students will be dismissed 60 minutes earlier than normal dismissal time on all Tuesdays designated by the District (typically 35 - 39 Tuesdays), facilitating the use of the banked time for professional development purposes on those days;

d. The required number of yearly instructional minutes remains the same as without banked time, and there are no changes in the length of the teacher’s minimum daily on-site obligation;

e. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;

f. Faculty meetings (see Article IX, Section 4.3) are not to be conducted on banked professional development time; and professional development meetings on banked time do not count toward the permitted number of meetings under Article IX, Section 4.3; however, if PD extends beyond the regularly scheduled banked time, that time shall be deducted from the next scheduled faculty meeting.

ARTICLE IX-B - PROFESSIONAL DEVELOPMENT

g. One-half of the annual total of banked professional development time shall be dedicated to programs or activities (including teachers working with one another and with site administrators to improve instruction) which are determined at the school site by the Local School Leadership Council pursuant to Article XXVII, Section 2.4. Any such program or activity, including transportation, must be cost neutral to the District. The Administration or District shall not require specific protocols for common planning time. The other half of annual banked professional development time shall be dedicated to programs and/or activities determined by the District, acting through the site administrator, the Local District or the Central office.

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

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

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

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

c. In addition to the foregoing, the function, purpose and immediate task of the PDAC shall include designing a collaborative

structure for the delivery of effective professional development to include the following concepts:

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

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

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

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

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

ARTICLE IX-B - PROFESSIONAL DEVELOPMENT

Whoever was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results, and distribute same to the Local School Leadership Council (if the program was provided at the school), the

working committee which has responsibility for the subject matter, and the Professional Development Advisory Committee.

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

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

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

ARTICLE IX-D

TEMPORARY REASSIGNMENTS PENDING INVESTIGATION

1.0 Consultation Meetings Regarding Temporary Reassignments Pending Investigation and Resolution of Allegations of Misconduct: The LAUSD Chief Human Resources Officer shall meet with the UTLA President or Executive Director at least once per month to report and discuss the status and duration of the investigations of reassigned employees.

2.0 Basis for Temporary Reassignment: Temporary Reassignments pending investigation are not to be regarded as an indication of culpability or a punitive action. If the allegations give rise to concerns about student, staff or workplace safety and security, a temporary reassignment may be made. If the alleged misconduct, even if true, would not give rise to such concerns, the employee under investigation is to remain assigned at the site during the investigation. Also, employees who have been made aware of the fact that they are under investigation are obligated to avoid any direct or indirect contact with potential witnesses or any other conduct affecting the integrity of the investigation, and may be reassigned due to failure to do so.

3.0 Notice of Reasons for Temporary Reassignment Pending Investigation: In the event of a temporary reassignment to a different school (or to home), the employee shall within three (3) work days be notified in writing of the reasons for the reassignment.

4.0 Time Goals for Completion of Administrative Investigations: Student, staff, and workplace safety and security shall be the primary factor in determining the length of time for completion of investigations. The parties agree that administrative investigations of reassigned employees should be completed as quickly as practicable, with a goal of ninety (90) work days. The parties recognize that factors such as investigations involving outside law enforcement agencies and/or the District Inspector General may impact the District's goal of achieving completion of administrative investigations within ninety (90) work days.

5.0 Notice of Completion of Investigation: Within 15 work days following the completion of the investigation, the District will determine next steps, and notify the employee of the results of the investigation and of any impacts upon their reassigned status. In the case of an employee who is to be retained in District employment, it shall also determine whether the employee is to be assigned to his or her previous location; if for any reason that previous assignment is not available or deemed inappropriate, the employee shall be assigned to a comparable position in the same local district as the previous assignment.

6.0 The parties recognize that a settlement is in progress outlining the terms and conditions that will achieve a degree of fairness for the members who are reassigned. The union reserves the right to bring the terms of the settlement and related issues forward in these negotiations at a later date.

ARTICLE X

EDUCATOR DEVELOPMENT, SUPPORT AND EVALUATION

1.0 Purpose: The purposes of these procedures are to encourage a career long growth model of educator development and support, evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, and continue to improve the quality of educational services provided by employees.

2.0 Evaluator: The employee's immediate administrator shall be responsible for the evaluation of the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions to another administrator, but shall retain ultimate responsibility. As to evaluation of site-based support service personnel, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation. The administrator conducting the evaluation shall hold the same credential or certification of the employee being evaluated.

2.1 Peer Observation: Nothing in the article shall preclude UTLA bargaining unit members from voluntarily observing other members and/or providing feedback to the person being observed. Peer observations shall not be used to supplement or supplant administrative observations for the purposes of formal evaluations.

3.0 Frequency: Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees. In the case of permanent employees who are deemed "highly qualified" under 20 U.S.C. Section 7801, and have been employed by the District for at least 10 years, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:

a. Any such arrangement for an evaluation beyond the two-year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.

b. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.

c. Because the Education Code (Section 44664) makes these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of

the notice provisions of paragraph b. above are subject to grievance procedures.

d. In recognition of the increased time and effort that improvements to the evaluation system entail for both site administrators and teachers, the District immediately will be authorizing extensions of the period of time between evaluations for most employees with ten or more years of experience, from every second year to every third, fourth or possibly fifth year, pursuant to agreement between the administrator and employee, as provided above.

3.1 Notification to Employee:

a. An employee who is to be evaluated during a given academic year shall be so notified by site administration, if not by the end of the previous academic year then by the Fall norm day of the evaluation year or the last workday of the 5th week of school, whichever is earlier. In the case of employees first reporting to work at a school within the ten-day period preceding the above Fall notice date, or later, the notice is to be given within ten workdays of the employee reporting to work at the school.

b. Employees newly assigned to a school later than the last workday of the eighth week of the Fall term shall not be subject to evaluation that year, except in situations where the employee does not have permanent status or has received a below-standard evaluation in the previous academic year.

4.0 Establishment of Objectives:

a. By the last workday of the eighth week of the academic year, the evaluator and employee shall work cooperatively to establish the employee's objectives for the year. The establishment of objectives shall be accomplished through one or more Initial Planning Conferences to discuss Initial Planning Sheets, proposed objectives and related strategies.

b. For employees newly assigned to the school after the notice period of Section 3.1 but before the last workday of the 8th week of the academic year, the evaluator and employee shall work cooperatively to establish the employee's objectives for the year no later than the last workday of the twelfth week of the academic year.

4.1 Individual performance objectives and overall performance expectations shall relate to, but not necessarily be limited to, the following:

a. Standards of expected student progress and achievement for the grade level and areas of study based on District, special program and local school determinations; and appropriate instructional objectives and strategy-planning methods, instructional materials, and methods of assessing student progress and achievement;

b. Expected employee competence, including but not limited to knowledge of subject matter, adherence to curricular objectives, use of

effective teaching and supervision techniques, effective use of time, maintenance of appropriate professional relationships and communications with students, parents, and other staff members, and compliance with District and school rules, policies, and standards;

c. The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to Article IX, Hours; and

d. The management of classroom climate and learning environment, with mutual respect and proper sensitivity to such issues as race, gender identity, ethnicity, identified disabilities, and socioeconomic differences.

e. Performance focus elements to be included in individual objectives shall be limited to seven for each employee, all of which are to be drawn from 15 District-designated annual focus elements. Of the seven, three (3) will be designated by the District, an additional three (3) will be selected by the employee, and one (1) will be cooperatively selected by the employee and evaluator; and

f. For non-teaching employees such as counselors, psychologists, PSA Counselors and other support service personnel, performance objectives shall be comparable to the above, but are to be related to the duties of their particular classification.

4.2 If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level for resolution. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement. In such cases the employee's required signature indicates only receipt and acknowledgment of the objectives which will be used for evaluation purposes.

4.3 During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification. If the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level as set forth in the preceding paragraph.

5.0 Observations, Records, and Assistance:

a. Employees being evaluated shall receive one (1) Formal Observation during the academic year, no later than the last workday of the sixth week of the second semester. The Formal Observation shall be followed by a post-observation conference between the evaluator and employee to discuss the employee's performance toward meeting the individual objectives established pursuant to Sections 4.0 and 4.1 of this Article. The post-observation conference shall occur no later than ten (10) workdays after the formal observation.

b. The ratings for a Formal Observation shall be “Effective Practice”, “Developing Practice”, and “Ineffective Practice”.

c. Employees being evaluated shall receive one (1) Growth Plan visit during the academic year. Performance during Growth Plan visits shall not be rated.

d. If problems are identified during a Formal Observation, Growth Plan Visit, or any other type of observation, the evaluator shall meet with the employee, make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within four workdays of a post-observation conference, post-growth plan visit conference, or other types of conferences in which problems are identified, a copy of records relating to observations, conferences and assistance offered or given, shall be provided to the employee for the employee’s information, guidance, and as a warning to improve performance.

e. Provisional and Probationary employees, and any employees whose evaluation cycle has been scheduled as the result of receiving an overall final evaluation of Below Standard for the previous year, are encouraged to pursue additional voluntary Formal Observations and Growth Plan Visits and related guidance and assistance to encourage development opportunities as needed.

f. While the entire evaluation cycle is an inherently collaborative and reflective process, the written “reflection” elements of the evaluation cycle are to be considered voluntary and optional for the employee.

6.0 Final Evaluation Report: Not less than 30 calendar days before the last regularly scheduled school day of the employee’s scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee’s overall performance and progress toward objectives is evaluated. The ratings for a Final Evaluation shall be “Exceeds Standards”, “Meets Standards”, and “Below Standard”. Prior to the end of the school year the evaluator shall hold a Final Evaluation Conference with the employee to discuss the content of the Final Evaluation Report. When a Final Evaluation Report is marked "Below Standard," the evaluator shall specifically describe in writing the area(s) of below standard performance, together with recommendations for improvement, and the assistance given and to be given. The evaluator shall not record comments about an employee’s attendance, as long as the employee has not exceeded their annual allotted or other authorized leave time in accordance with Article XII (12.3), and has provided documentation when required to do so.

6.1 The employee's required signature on the form does not necessarily indicate agreement with its contents, and the employee may attach a written response to each copy of the form within ten working days from date received. Such a written response becomes a permanent part of the record. The employee may also appeal the matter to the next higher administrative level.

6.2 The employee shall be given a copy of the Final Evaluation Report at the conference. A copy shall be placed in the employee's personnel file,

and a copy retained by the school or office. Evaluation forms shall not be considered a public record.

6.3 Grievances: Evaluations are not subject to the grievance procedures of Article V, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Exceeds Standards" or "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. Expedited arbitration procedures will be utilized when the threshold issue of "significant disparity" is submitted to a preliminary hearing for determination as to whether the case is subject to the grievance procedure (see Article V, Sections 13.0 and 15.0).

6.4 The final overall evaluation rating of "Meets Standards" shall not be treated as the equivalent of "Below Standard" for purposes of accountability as described in other parts of this article or other parts of this Agreement. Additionally, an overall rating of "Meets Standards" shall not be used as grounds for discipline or as grounds to disadvantage the employee for purposes of "skipping" criteria in a reduction in force.

7.0 Inadequate Service by Substitutes: The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service (ISR). The site administrator shall include in the ISR a written summary of the event/s in question. The site administrator will include as many details as possible on the summary/attachment and then and only then will the site administrator will proceed to issue an ISR. This summary will be in lieu of the option of the administrator to check a box indicating a recommendation for termination. Said box shall be removed from the form.

Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations, and of the substitute's right to a meeting with representation. Upon employee request, a meeting will be held to discuss the matter. 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. The timeliness of the employee's request for a meeting, or the non-availability of the employee or representative shall not delay issuance of the Inadequate Service Report beyond the ten working days period set forth above. In addition to the grievance procedure, the employee may attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record.

8.0 Evaluation of Substitutes: Substitutes who are continuously assigned to the same location for an extended period (more than 20 consecutive working days) shall be evaluated not less than once each semester by the site administrator at the end of the assignment. Such evaluations do not involve the establishment of specific objectives as in the case of regular teachers, but are to rate preparation, skills, competence, personal qualities, and overall performance, together with recommendations for improving services. Observations, records, and assistance as provided in Section 5.0 shall be applicable.

8.1 Any substitute who receives more than one performance evaluation of less than satisfactory service within the last two years of District service shall not be granted a probationary contract. Any substitute who receives one performance evaluation of less than satisfactory service within the last two years of District service shall be reevaluated by the present immediate administrator for the purpose of determining eligibility for a probationary contract. Any such substitute who receives a less than satisfactory reevaluation shall not be granted a probationary contract.

8.2 Evaluation of Limited Term Personnel: Limited term personnel, such as non-tenured adult Education teachers, are subject to evaluation at any time; however, a teacher shall have the right to be evaluated upon request at the end of the assignment. If the administrator initiates such an evaluation, the observation, records and assistance provisions of Section 5.0 apply.

8.3 Examination References: Those examination references which are deemed by the District as being open and non-confidential are not subject to the grievance procedure, except in circumstances where the examination reference is based upon the same period of time as a previous evaluation but is significantly different from that evaluation. In such cases, if there is not a reasonable explanation for the difference, the reference may be ordered stricken.

8.4 Evaluation Request Upon Separation of Employment: If either the administrator or employee wishes to process an evaluation at the time of the employee's separation from employment. It shall be done and a copy furnished the employee at his or her address of record. This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two weeks prior to the effective date.

8.5 Evaluation of Itinerant Employees: An Evaluation Work Group comprised of three (3) UTLA appointees and three (3) District appointees shall be established to improve the evaluation process for itinerant employees. The Work Group shall meet quarterly and shall provide recommendations to their respective bargaining teams.

9.0 Peer Assistance and Review – General Provisions:

a. The Peer Assistance and Review ("PAR") Program is a State-wide program designed by the State of California to provide assistance and guidance to both new and experienced classroom teachers in order to improve their instructional skills. It is intended that the District's PAR Program is to be carried out consistent with the statutory mandates of the PAR Program, and that any provisions of this Article in conflict with that statute (as amended from time to time) are to be deemed conformed to it. It is understood that this Article will not repeat all provisions of the governing statute and will instead focus upon selected aspects of the program. Nothing in the PAR Program is intended in any way to limit the authority of the District to develop additional evaluation and assessment guidelines or criteria concerning teacher performance consistent with State law.

b. The PAR Program is funded by the State of California, and it is not expected or required that the District either directly or indirectly utilize general fund resources for this program. In the event that the State changes the funding mechanism (e.g., by "block granting" the program with others, rather than directly reducing the funding level), the parties will immediately reopen this Article to discuss the impact of the change and the District's response.

c. The PAR Program is intended to supplement and support the Evaluation procedures of Article X, but in no case to replace or supplant those procedures. In no event shall the provision of the services provided by the PAR program, or the completion or outcome of such services, be regarded as an entitlement for any employee, or as a precondition for any evaluation, disciplinary action, non-reelection, contract non-renewal, or statutory termination of employment.

d. The employee recipients of PAR services are referred to throughout this Article as "Participating Teachers," and the providers of PAR services are generally referred to as "Consulting Teachers."

e. Subject to applicable law, the PAR Program within the District is governed by the PAR Panel, whose composition, authority and duties are described in sections 6.0 and 7.0 below. All Consulting Teachers' selections, service assignments, revisions and renewals are at the discretion of the PAR Panel. Because of the significant role played by teachers and UTLA in the PAR process, no disputes or claims relating to the decisions or actions of the PAR Panel or of Consulting Teachers shall be subject to the grievance and arbitration provisions of this Agreement.

10.0 PAR Program Description: There are three service components of the PAR program:

a. Component One provides review, assistance and guidance to permanent teachers who have received either an overall below-standard Stull evaluation or a Notice of Unsatisfactory Service, in either case as a result of below-standard teaching skills. (If such an evaluation or notice has resulted in a grievance which has not been resolved by the commencement of services for the following school year, the teacher shall nonetheless be required to enter the PAR Program at that time.) Full participation by the Participating Teacher is a mandatory duty, to the extent that such services are made available. Component One services are the first priority for the PAR Program.

b. Component Two provides assistance and guidance to non-permanent teachers, with particular emphasis upon the District's instructional priorities and related teaching skills. Component Two services are the second priority for the PAR Program, with teachers assigned to schools of greatest need (based upon the State's Accountability Index rankings) to be served first.

c. Component Three is a voluntary program designed to provide assistance to non-permanent and/or permanent teachers who have been

positively evaluated, but who wish to avail themselves of such services in order to improve their professional practices. Component Three services are the third priority for the PAR Program, with teachers assigned to schools of greatest need (based upon the State's Accountability Index rankings) to be served first. The assignment of such services will be directed by the PAR Coordinator.

11.0 PAR Program Support:

a. Subject to the funding and priorities described above, the level of support provided to Participating Teachers shall be:

(1) For Component One, up to 240 hours of 1:1 assistance and review by a Consulting Teacher for each Participating Teacher

(2) For Component Two, up to 120 hours of 1:1 assistance and review by a Consulting Teacher for each Participating Teacher, based upon individual assessments made by the Consulting Teacher.

(3) For Component Three, the support services, including but not limited to staff development training opportunities, would be as determined by the PAR Panel.

b. There shall be three pools of Consulting Teachers as follows:

(1) First are retired employees who apply and meet the qualifications described in section 4.0 below, and are selected as Consulting Teachers. They will be assigned on an hourly basis (X Basis) for up to a maximum of 480 hours annually, and will be paid at their regular hourly rate.

(2) Second are active full time teachers who apply and meet the qualifications described below, and are selected as full time Consulting Teachers by the PAR Panel. They will be assigned a schedule of C Basis or longer, as determined by the Joint Panel, and will also receive an annual stipend of \$4,300 for A Basis, adjusted proportionately to correspond to any shorter assigned annual basis.

(3) Third are active full time regular teachers who apply and meet the qualifications described below, and are selected as hourly service providers by the PAR Panel as a supplemental assignment outside of their regular full time assignment. They will be assigned on an hourly basis (X Basis), paid at their regular hourly rate, and directed by the PAR Coordinator. Also, National Board Certified teachers may be utilized as part of this same pool, as part of their 92-hour obligation, subject to whatever NBC assignment procedures are in effect at the time.

12.0 PAR Consulting Teacher Qualifications and Selection Criteria:

a. Consulting Teacher applicants must possess a clear California credential, and must have completed eight years of full-time

District service with a satisfactory performance record (in terms of evaluations and service notices) covering the most recent five years.

b. Current employee applicants must have permanent status, must have been a full time classroom teacher for at least three of the preceding five years, and retired employees must have had full time classroom teacher experience within the three year period preceding application (this last qualification is not required for a retired employee to continue their Consulting Teacher status once appointed).

c. Applicants must be computer literate and have an active email address, and be willing to perform their Consulting Teacher duties at any site in the District as assigned.

d. Applicants must also submit, with their letter of application and resume, a letter of reference from a site administrator and a Chapter Chair (in both cases referring to individuals who are closely familiar with the applicant's work), and also one additional letter of reference from any source selected by the applicant. The PAR Panel may also require all applicants to attend a pre-application orientation session.

e. Applicants will also be expected to demonstrate their success in the classroom, including exemplary teaching experience and implementation of the California Standards for the Teaching Profession; familiarity and facility with various instructional strategies and techniques; knowledge of current educational research on learning theories, classroom management and change processes; experience with the planning, preparation and successful implementation of a standards-based instructional and promotional practices and program; knowledge of content and curriculum for the appropriate subject and grade levels; exemplary knowledge and evidence of creativity and initiative with respect to curriculum, materials and methods; comprehensive knowledge of disciplinary strategies and classroom management; and knowledge of support resources and their use to enhance academic achievement and rigor.

f. Other qualifications include effective interpersonal skills and successful experience working cooperatively with staff, parents/guardians, and community; effective communication skills (oral and written); leadership experience with professional development, including effective demonstration and presentation of skills; strong personal characteristics, including creativity, personal initiative, tact, the ability to handle confidential matters, good judgment and discretion; ability to assess situations and problems, and skill in providing appropriate suggestions and assistance to others; and knowledge of, and ability to coordinate and use available support resources.

g. Other desirable qualifications include, but are not limited to, (a) knowledge of California Content Standards and Frameworks and related instructional and promotional practices, (b) holder of CLAD/BCLAD credential or equivalent, and (c) experience with students with diverse needs, including familiarity with the current Chanda Smith Consent Decree.

13.0 PAR Consulting Teacher Duties and Responsibilities:

a. Works cooperatively with the PAR Panel and the PAR Coordinator. Establishes lines of communication and a cooperative working relationship with the Participating Teacher and the responsible Principal. The mutual goal of the Consulting Teacher, Participating Teacher and Principal is to improve the performance of each Participating Teacher.

b. Establishes confidentiality understandings, signs the confidentiality agreement, and maintains appropriate confidentiality at all times.

c. Schedules and conducts initial assessments for Participating Teachers. This includes review and familiarity with the performance evaluations of the Participating Teacher.

d. Jointly with the Participating Teacher, establishes the individualized PAR performance goals and objectives and supporting activities for the Participating Teacher, all of which are to be based on the California Standards for the Teaching Profession, and aligned both with student learning and with the performance objectives in the Participating Teacher's regular evaluation process. (The Principal or designee continues, while the teacher participates in the PAR Program, to be responsible for the teacher's regular evaluation, including evaluations for any employee who received an unsatisfactory evaluation in the previous year, and related observation and reporting activities.) The PAR performance goals for the Participating Teacher shall be in writing, in a user-friendly format. The supporting activities of PAR and the Participating Teacher are to be set forth in a written plan and calendar for assistance.

e. Meets on a regular basis with the Participating Teacher, and conducts classroom visitations and observations. Maintains a log documenting such activities, and keeps a record of the assistance provided.

f. Assists the Participating Teacher in accessing appropriate Staff Development activities, and also maintains the Consulting Teacher's own ongoing professional development.

g. Prepares a series of periodic reports to the PAR Panel on the intervention process and progress of each assigned Participating Teacher, including forwarding to the PAR Panel the names of any Participating Teacher who was not able to demonstrate satisfactory improvement.

h. Consulting Teacher services are not, and shall not be treated as, either management or supervisory functions. Consulting Teachers shall have the same protection from liability, and the same rights to defense, as other school employees (see Education Code 44503 (c)).

14.0 PAR Panel Qualifications and Selection:

a. The PAR Panel shall be comprised of nine members, five of whom are appointed by UTLA and four of whom are appointed by the District. The appointing parties shall establish their own criteria for such

appointments, but they must have had satisfactory evaluations and service for at least the previous five years and there should be some attempt at balance between elementary and secondary experience.

b. The Panel requires a quorum of seven to determine its required reports to the Board of Education pursuant to Section 15.0 h. Other quorum rules shall be as determined by the Panel. All Panel members shall strive to make Panel decisions by consensus whenever possible, but if that is not possible then the decision will be made by majority vote among those present.

c. Employee members of the Panel shall receive an annual stipend of \$4,300, subject to reduction by the Panel in the event of funding shortages.

d. Panel members shall have the same protections from liability, and same rights to defense, as other school employees (see Education Code 44503 (c).)

15.0 PAR Panel Duties and Responsibilities:

a. Establishes guidelines for the operation of the Panel itself, including selection of the Chair.

b. Maintain appropriate confidentiality as to all Panel business, and sign the confidentiality agreement.

c. Determines the PAR coordinator's duties and qualifications, and selects the coordinator.

d. Selects, assigns, reassigns, reviews, evaluates, and renews or releases the Consulting Teachers, consistent with applicable rules and guidelines. Also coordinates the professional development of the Consulting Teachers.

e. The Panel and the PAR coordinator shall work collaboratively with one another, with the Consulting Teachers, and with the Participating Teacher's administrators.

f. Administers the funds provided for implementation of the PAR Program. No more than 5% of the funds may be expended for administration expenses.

g. Reviews the reports and documentation submitted by the Consulting Teachers.

h. Makes recommendations to the Board of Education regarding the ability of each Participating Teacher to demonstrate satisfactory improvement, and regarding the retention of Participating Teachers in the PAR Program.

i. Participates in the Panel's own ongoing training.

- j. Annually evaluates the effectiveness and impact of the PAR Program.

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.

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

1.2 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

1.3 Should a position(s) be subcontracted under the terms of section 1.0 above, the parties agree that bargaining unit members will have priority over subcontracted staff in all matters related to assignment choices.

1.4 On an annual basis LAUSD will notify all interest holders (including UTLA, employees and parents) of the specific companies contracted with to do bargaining unit work as well as the cost of each contract.

2.0 Reductions in Force, Closures and Program Cuts: Prior to issuing any notice of Reduction in Force (RIF), closures or program cuts, the district shall prepare, produce, and disseminate (including through email and community meetings) a community impact report delineating the impacts of the proposed RIF. The educator, student, community impact reports shall include at a minimum:

- 1) The number of positions proposed to be reduced in each assignment, classification, and at each school site (i.e. 2 counselors at ABC High School, 1 3rd Grade position at XYZ Elementary),
- 2) The impact of each reduction in force, closure, or program cut, in specificity, on the educational mission of the district and the impacted community, including impacts to: class size, case load, services currently provided, expected educational goals and objectives, measurable student outcomes.
- 3) What alternative options exist other than imposing RIF's, closures or program cuts.
- 4) How the district's staffing levels will compare to those recommended in the following areas by leading advocacy groups [SPED, Counselor, Nurse ratios]

5) As part of the preparation of the community impact report, the district shall convene separate and combined interest holder meetings to seek input from the community, represented bargaining units, parent interest holder groups, and any recognized student representatives. The district shall seek this input early in the process and shall report back to the various groups how the district considered the groups' input and what effect the groups' impact had on the district's report. This process shall start no later than November 1 of the fiscal year in which the district seeks to impose RIF's, with the final report issued publicly no later than February 15th of the fiscal year in which the district seeks to impose RIF's, school closure or program cuts.

6) In the event of a school closure or program cut, the vacated facility shall be repurposed for use as a childcare facility, affordable housing, job training facility, health center, or for another purpose that would benefit LAUSD students and the community. The closure of any school or facility must be agendaized and discussed at a public Board of Education meeting in order to get community input about the best use for the space.

7) No school closure or program cut will be made in order to create vacant space on district campuses for use by independent charter schools

3.0 Notwithstanding any other provision of the collective bargaining agreement between LAUSD and UTLA, this agreement does not limit the right of the union to demand and require the district to bargain the impact and effects of any subsequent reduction in force or layoff.

4.04.0 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.

4.14.1 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.

4.24.2 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.

4.34.3 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.

4.44.4 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.

5.02-0 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).

5.1-2.1

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.

6.0 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.

7.04-0 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.

8.05-0 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.

9.0 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.

10.07-0 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.

11.0 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.

12.0 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.

12.1 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.

13.0 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.

14.0 11.0 Reduction-in-Force for Secondary Counselors:

(UNION TO MAKE PROPOSAL TO AMEND THIS SECTION)

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.

14.1 44.4 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 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

ARTICLE XXI - ADULT AND CAREER EDUCATION

- 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 Staffing procedures after the beginning of the school year shall follow the procedures outlined in Article IX-A Assignments, sections 2.1 - 2.3.

5.0 The District has committed to replace tenured Adult Education positions which are lost due to attrition (resignation, retirement, death) 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 assignments to interested and qualified employees 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.~~

5.3 DACE certificated employees with an evening class that begins after 5:00 pm shall not be assigned preparation time after the evening class.

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 DACE certificated employees teaching online courses may teach those courses either at a District facility or remotely.

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 XXIII

EARLY EDUCATION PROGRAMS CENTERS

In recognition of the importance of early education and intervention, the District shall engage in campaigns to inform families of available enrollment opportunities

at District EECs and CSPP Programs, three times per year. This includes, but is not limited to, strategic advertisement, the use of all 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. 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 offered at EECs.

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 a 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.

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 four (4) 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 XXIV

POSITIVE STUDENT BEHAVIOR INTERVENTION AND SUPPORT,
LEGAL SUPPORT AND PROPERTY LOSS

1.0 Codes of Student Conduct: It is the intention of the parties that teachers and administrators work in a mutually supportive manner to maintain school wide policies encouraging appropriate and positive student behavior. ~~There are three levels or sources of student disciplinary rules:~~

a. In order to improve consistency and accountability in student discipline, the District shall develop and issue (and may revise from time to time) a District-wide Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process;

b. Local School Leadership Councils shall, pursuant to Article XXVII, Section 2.4, issue local rules of student conduct, supplemental to and consistent with the District-wide Code of Student Conduct; and

c. A teacher shall also have the right to issue and enforce reasonable rules of classroom behavior and expectation applicable to students in the teacher's classes, supplemental to and consistent with the District-wide and local school rules.

d. When the Code of Conduct has been violated, the administration will enforce all applicable District policies to remedy the issue and report back to the student's teacher(s) with all pertinent information and updates as needed.

1.1 Schools shall annually, at or soon after the start of the school year, post and distribute the District and local school rules of student behavior and expectations to students, parents, teachers and staff. Any later changes to such rules shall also be posted and distributed.

1.2 Before a student is transferred by the school from a teacher's class for disciplinary reasons or due to a parental request, the site administrator or designee shall give to the teacher an explanation for the transfer. The teacher may attach a written reply for the record.

1.3 LAUSD shall establish positive safety initiatives that prioritize historically underserved students, schools and communities. They shall include, but not be limited to, safe passage programs, community-based peace building programs, violence prevention programs, mental health and suicide prevention services, and school climate reform initiatives.

2.0 Student Suspensions: In addition to offering student supports such as counseling, parent conferences, conflict mediation support and/or office referrals for school wide positive behavior interventions and supports, the teacher may suspend a student from the teacher's class for that day and the following day for any of the causes in accordance with California Education Code 48900. However, this is not to suggest that teacher-imposed suspensions from class are to be the primary, or even typical, remedy for such offenses.

California Education Code 48900

- a. Disruptive behavior;
- b. Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);
- c. Causing, attempting or threatening violence or physical injury;
- d. Theft or damage to school property or personal property;
- e. Extortion or robbery;
- f. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;
- g. Possessing, using, offering for sale or furnishing any drug paraphernalia;
- h. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;
- i. Possessing, using, offering for sale, or furnishing any firearm, or imitation firearm, explosive, knife or other dangerous object;
- j. Falsely reporting a fire or bomb.
- k. Possessing, or using tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- l. Knowingly receiving stolen school property or private property.
- m. Committing or attempting to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code; or
- n. Harassing, threatening, or intimidating a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

In addition, if the Student Support and Progress Team (SSPT) has been initiated for the student, the SSPT shall be involved in the intervention and positive behavior support plan based on student need. Such interventions shall be rooted in Tier II and Tier III Intervention Supports and Alternatives to Suspension as outlined in District policy which currently includes:

- a. Highly specialized and individualized alternatives to suspension for students who have been documented as unresponsive to Tier I and/or Tier II
- b. Target social skills instruction
- c. Behavior plans
- d. Alternatives to suspension
- e. Increased academic support
- f. School-based mentors
- g. Classroom management support
- h. Intensive academic support based on the student's level of need
- i. Intensive social skills counseling
- j. Individual behavioral student contract
- k. Develop intensive COST/SSTP goals to address the continued misconduct
- l. Multi-agency collaboration
- m. Community and service learning

2.1 Teachers who choose to impose suspensions from their class shall immediately report same to the site administrator and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.

2.2 Prior to or upon the student's return to the classroom, a copy of the District's documents applicable to the act for which the student was suspended, including corrective action taken, shall be provided to that student's teacher(s).

2.3 Prior to the student's return to the school campus from a suspension or incarceration, a re-entry meeting shall be held. Any identified supports will be shared in accordance with District policies and applicable

3.0 Legal Assistance and Support: If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, the District shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. The Board of Education may, in its discretion under

Government Code Section 825, indemnify the employee against punitive or exemplary damages.

3.1 If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request the District to pursue legal action against the student and/or the student's parents or guardians pursuant to Education Code Sections 48904 and 48905. After evaluating the circumstances, the District may bring such a legal action to recover damages.

4.0 Notification to Teacher Regarding Past Misconduct by Student: Pursuant to Education Code Section 49079, when a teacher is regularly assigned a student who during the previous three years engaged in the misconduct described below (or who the District reasonably believes has so acted), the District shall make a good faith effort to inform the teacher of that misconduct. The student misconduct which gives rise to the above notification includes any misconduct which would constitute grounds for suspension from school or expulsion. Such notification and information shall be based upon the records the District maintains in its ordinary course of business or has received from a law enforcement agency. Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher, and shall not be further disseminated by the teacher.

4.1 Threat Assessment: Should a threat assessment of a student be initiated the teacher(s) of that student and the UTLA Chapter Chair will be notified and updated on the status of the assessments and steps being taken.

5.0 Loss, Destruction, Damage, Theft and Vandalism: Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall the District reimbursement exceed \$1000, except that the Board of Education may, upon application (see f. below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

- a. The District shall pay the cost of replacing or repairing:
 - (1) An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or
 - (2) The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used in the schools or offices, when approval for such use was given by the site administrator before the property was put into use and the value of the property

was agreed upon in advance (complete the Property Registration Form); or

- (3) The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other District premises or the site of authorized District activities; or
- (4) The damage to an employee's automobile caused by students being transported by the employee on authorized school business.

b. Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.

c. No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.

d. Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.

e. A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with the Insurance Section within 60 calendar days of the loss.

f. In the event the employee receives payment from the District pursuant to this section, the District shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.

g. If the Insurance Section denies a claim, an employee seeking review must choose between filing a grievance pursuant to Article V, or processing an appeal to the Board of Education.

5.1 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle: The District shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is required or properly authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.

5.2 In instances where student transportation is not available through routine sources such as parents, District transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles. When practical, two adults (one of each sex) shall accompany a student being transported.

5.3 Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized to accept custody of the student, or a person otherwise authorized by the parent/guardian.

5.4 The responsibility of the District with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in Section 4.0 above.

5.5 Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement as provided in this Agreement (See Article XXIX, Section 8.0).

5.6 Student Expulsion: If the principal reasonably determines that an intentional and deliberate assault and/or battery has occurred causing serious physical injury to the employee, or if the assault and/or battery involved a weapon, or is a sexual assault and/or battery, the principal shall recommend the expulsion of the student and the incident is to be reported to the appropriate law enforcement agency. Pursuant to applicable District policy and State and Federal law and actions of the appropriate law enforcement agency, the principal shall:

- a. Recommend the expulsion of the student.
- b. Suspend the student and provide for an alternate placement of the student pending expulsion.

Any decision as part of an arbitration in this matter may only result in a determination if the above terms have not been followed and may not affect any student discipline action.

Nothing in this section shall limit, circumvent, or restrict the student's right to participate in the expulsion process as defined by Ed. Code 48918.

5.6 Reasonable Intervention: Per California Education Code Section 49001(a), educators may use an amount of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil. Such reasonable force shall not result in disciplinary action.

5.7 Safety Plan for Educators Physically Harmed by Student Conduct: If an educator is physically harmed by student conduct or harmed by a digital act of a student, a safety meeting will be conducted within three workdays, provided the teacher is able to attend. The meeting will include the educator, Chapter Chair, and administrator. The parties to the meeting will jointly develop a safety plan aimed at preventing future violent incidents.

5.8 Responding to School-Based Traumatic Event:

- a. Defining a Traumatic School Event: A traumatic school event is an incident impacting a significant portion of the school community, necessitating additional LAUSD support. This includes, but is not limited to:
 - i. Lockdown
 - ii. Act of hate speech, as legally defined by California State Law and

- the California Education Code
- iii. Violent altercation involving multiple interest holders
 - iv. Death of a student or staff member
 - v. Off-campus violence involving school community members
 - vi. Acute environmental event

Disputes over whether an event qualifies as "traumatic" will be referred to the LAUSD/UTLA School Safety Oversight Committee for resolution within 24 hours. In such instances the committee will convene for an emergency meeting.

- b. Response to a Traumatic School Event: Following a traumatic school event, LAUSD will:
 1. Hold a meeting as soon as possible, but no longer than 48 hours after the incident, for parents and staff to process the event.
 2. Provide alternative curriculum at teachers' discretion.
 3. Issue faculty-wide correspondence within one working day, including:
 - Mental health resources and access information.
 - Alternative curriculum options.
 - A brief description of the event
 - Available personal necessity leave options
 4. Every effort shall be made to hold all mental health professionals at the site harmless from displacement for the year following a traumatic school event that involves the death of a student or staff member.
- c. School Safety and Support Oversight Committee: A Safety and Support Oversight Committee shall be comprised of one LAUSD-appointed representative per region and an equal number of UTLA-appointed representatives. The committee shall meet at least four times a year and its responsibilities will include evaluating school responses to traumatic events, offer guidance/support for future incidents and determining if a disputed event qualifies as a "traumatic event". The Committee shall report back to the LAUSD Board of Education annually.

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 including teacher-selected supplemental materials, 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 the California State Standards.

1.1 Curriculum: District-adopted curriculum shall not supersede state standards.

~~1.1~~ 1.2 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~~ 1.3 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.

~~4.3~~ 1.4 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 Chicana/Latina.

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 reconstruct 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, support and curriculum in order to successfully implement Ethnic Studies and culturally and linguistically responsive pedagogy.~~ 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 Implementation of Curriculum and Learning Management Platforms and Assessment Tools: Prior to the implementation of district imposed curriculum and platforms (ex. Schoology) that are not state adopted, the district shall notify UTLA and collect input from a group of educators selected by UTLA. Upon request, the District will meet and confer with UTLA regarding the training, content, and implementation of any new curriculum, platforms, and assessment tools including the transition plans from previous to newly adopted curriculum/platforms.

6.0 Assessments: Use of any assessments will be determined by the educator and/or grade level or department. State and Federal assessments and those required for student reclassification are the only mandated district assessments.

ARTICLE XXV-A

INSTRUCTIONAL COMMITTEES

1.0 Purpose: The purpose of this article is to identify specific instructional committees with the overall goal of improving the quality of instruction for students in the Los Angeles Unified School District. These committees shall be given specific tasks and objectives with parties' commitment to work in a collaborative manner to accomplish them.

2.0 Curricula: Teachers shall have the opportunity to give input into the curriculum and pedagogy including the incorporation of SEL.

3.0 LAUSD/UTLA District Assessment Committee: A joint District-UTLA committee shall meet at least four (4) times per year for the 2022-2025 school years. The committee shall be comprised of four (4) members from the District, four (4) members from UTLA, and four (4) parents (two (2) appointed by the District and two (2) appointed by UTLA. These positions should include representatives of elementary, secondary and special student populations. The committee shall be charged with reviewing the purpose of assessments, types of assessments and the evidence-based use of assessments in the instructional program. The district shall notify the committee of any and all new required assessments no less than ninety (90) days before any additional assessment is administered. Prior to the start of the next academic year, the district shall provide UTLA an inventory of all required assessments that will be administered in the coming academic year.

4.0 LAUSD-UTLA Ethnic Studies Committee:

a. The LAUSD-UTLA Ethnic Studies Committee: The LAUSD-UTLA Ethnic Studies Committee shall be comprised of members of the Division of Instruction, UTLA members, school site District administrators and community members. Five (5) members of the committee shall be appointed by UTLA and five (5) by the District. The committee shall function under the direction of the Division of Instruction and will meet a minimum of three (3) times per year. The Ethnic Studies Committee shall have the following responsibilities:

1. Provide input on the implementation of the mandated course requirement of Ethnic Studies, including the definition of Ethnic Studies, Student learning outcomes, and a model course syllabi for courses in the fields of Ethnic Studies.
2. Provide input on the selection or design models or providers of professional development for new and current teachers of all disciplines Ethnic Studies. The goals of the professional development shall include but will not be limited to focus on pedagogical practices, content knowledge and be community responsive.

ARTICLE XXV-A - INSTRUCTIONAL COMMITTEES

3. Provide input on the development or selection of curriculum and teaching materials to be purchased for Ethnic Studies including ethnic studies/multicultural literature, and culturally and community responsive pedagogy, and on-line programs or supplementary material.
4. Investigate methods for expanding Ethnic Studies course offerings that may include gender specific courses and sexual identity. ~~CCL~~
5. Provide input on the development and design of a joint university/district certificate and UTLA/LAUSD salary point credits for teachers of Ethnic Studies.
6. Develop a criteria of qualifications to teach Ethnic Studies courses.
7. Provide input on the development and design of a parent workshop on the meaning, purpose, and content of Ethnic Studies.

5.0 The parties agree to the creation of a joint UTLA/LAUSD task force with four (4) UTLA appointees and four (4) District appointees to improve District IT systems. This task force shall meet no less than three (3) times per school year and shall study and make recommendations on the following issues:

- a. Improving features in Schoology to more conveniently facilitate communication between families and educators.
- b. Improving the interface between Schoology and MiSiS (or equivalent) to streamline grading, attendance, and communication logs.
- c. Creating/modifying Independent Study compliance documentation to be more user-friendly and efficient, particularly regarding Records of Assignments and monthly attendance certification.
- d. Exploring online learning platforms and interfacing these platforms with Schoology.
- e. Potential technology needs and efficiencies for educators, students, and parents outside of UTK-12.

ARTICLE XXV-BBLACK 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 **A Black Student Achieve 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 at least 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. **The BSAPSC will be responsible for determination and collection of appropriate data to be used for measuring outcomes of BSAP students and successful implementation of the District BSAP plan.**
- e. **The BSAPSC will identify and select culturally relevant trainings and professional development for BSAP team members and schools.**

f. **The BSAPSC will be responsible for approving vendors hired to carry out programs in support of the BSAP program**

f.g 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.

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 a flexible grant, which shall vary based on the number of eligible students and may be used to purchase culturally responsive resources including but not limited to:

1. Culturally Responsive School PD-Curriculum Audit
2. Culturally Responsive Curriculum Grant
3. Teacher PD Time and Planning Time
4. Community Partnerships
5. Teacher Residency-Black Educator Pipeline
6. Secondary African-American Studies Course- teacher PD and Resources
7. Flexible School Grant
8. 6-hour Community Representative
9. School Counselors
10. PSW
11. PSA

12. **School Psychologist**
13. Restorative Justice Teacher
14. School Climate Advocates
15. Safe passages partnerships
16. Parent Workshops and Community Fair
17. Historically black Colleges and Universities Tour
18. Spotify Math and Music Technology and Teaching PD
19. Black Cultural Arts Passport
20. Black Student Union Grant
21. STEM Makerspace Labs

5.0 Each Group 1 BSAP school shall be allocated 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.

5.1 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.

5.2 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.

5.3 PSA and PSW counselor BSAP team members shall be assigned on B-Basis

6.0 Transparency: The district shall annually provide a report to UTLA:

- a. **Annual survey developed by BSAPSC of all personnel at BSAP schools to analyze and address staff attrition levels and success of BSAP implementation**
- b. **Annual BSAP budget report including central District and school-based BSAP expenditures**

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

8.0 The District shall avoid prop 39 co-locations at BSAP Schools.

ARTICLE XXVII

SHARED DECISION MAKING

1.0 General: This Article addresses a critical issue in local school governance: "shared decision making"--which refers to how certain local policy decisions are made at the school site, taking into consideration the respective interests, roles and responsibilities of the site administrator, the faculty, the parents/community, students, and other employees.

2.0 Shared Decision Making--Local School Leadership Councils

2.1 Composition: Local school leadership councils shall be established to perform the functions described in Section 2.0. The number of members of each local council shall be determined in accordance with the table set forth below. 50% of the Council shall be comprised of the UTLA Chapter Chair and certificated employees elected by the certificated bargaining unit employees at the site; the other 50% shall be comprised of the principal, elected parent/community representatives, an elected non-certificated employee representative and, at the secondary level, a student representative. On the councils the number of parent/community representatives shall be as follows:

<u>Council Size</u>	<u>Number of Positions</u>
16	5
14	5
12	4
8	2
6	1

Such representatives should be elected specifically to serve on the Council. Within these parent/community positions there is a special guarantee for parents, pursuant to Section 2.9e below. Only parents and community members and non-certificated District employees (including TA's) shall be eligible for election to the positions allocated to parents and community. Certificated District employees are not eligible for election to such positions. In secondary schools, the student leadership class shall either select the student representative to the Council, or may establish the process by which the student representative is determined. All elections of Council members shall be jointly supervised by the principal and UTLA Chapter Chair, and the applicable procedures are set forth in Sections 2.8 and 2.9 below. In the event of any change in the size of a council the basic 50-50 ratio shall be maintained. The number of members of local school leadership councils (including the principal and UTLA Chapter Chair who shall serve as co-chairs of the Council) shall be as follows:

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- a. Regular Elementary schools (K-6)
 - over 1000 students 14
 - 1000 students to 500 12
 - Less than 500 students 8
- b. Regular Junior high/middle schools 16
- c. Regular Senior high schools 16

d. Small Schools--are defined as follows, and shall have the size of school leadership council indicated, unless the principal and Chapter Chair jointly determine that a larger or smaller council is appropriate:

<u>Size of School</u>	<u>Size of Council</u>
6 or fewer teachers	6 (3 teacher reps)
7-15 teachers	8 (4 teacher reps)
16-25 teachers	12 (6 teacher reps)

When the Council is limited to 6 positions, the principal, UTLA Chapter Chair and parent/community representative shall determine whether the sixth seat is to go to a student representative or to a representative of the classified employees.

e. Children Centers--When there are more than 3 teachers at a center, the rules for small schools shall apply. See d above. In determining the size of the center's Council, all teachers working at the center will be counted regardless of the number of hours worked. When there are 3 or less teachers at a center the size of the council will be determined by the site administrator and the Chapter Chair (council co- chairs), subject to the 50-50 ratio; in the event the co-chairs cannot reach agreement on the size or composition of the Council, the dispute shall be submitted to the co-chairs of the Central Council for resolution.

f. Special Education Schools--are to have their own site councils following regular K-12 pattern, but combined secondary-elementary programs are to use the secondary system.

g. Magnet Schools and Centers--are to follow the above regular K-12 pattern if they do not share the site with another school. When located on the same site as another school, magnet programs are to have available the three options listed below; the option to be chosen is to be determined each year by the principal in charge of the magnet and the magnet's UTLA Chapter Chair, after consultation with the faculty and parents of the affected magnet program.

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Option 1: The magnet school will have a separate and independent Local School Leadership Council. In such cases the rules of size and composition shall be as provided in paragraphs a. through d. above. There shall be coordination of common issues and concerns between this Council and the Council serving the other school(s) on the site, and joint meetings conducted with respect to subjects which require a common approach. This Option 1 shall apply unless the principal and Chapter Chair agree that Option 2 or 3 is preferable.

Option 2: Elect a magnet Council pursuant to Option 1 and have it function as a separate council for issues which are unique to the magnet program, such as the local magnet budget. However, that Council would select one elected teacher representative and one elected parent/community representative to become additional permanent members of the host school's Leadership Council, with the intention that issues common to the magnet program and the host school would be determined by the augmented Leadership Council. If a school has more than one magnet and decides to exercise this option, the total size of the school council would be increased by two additional members representing each separate magnet. The magnet representatives to the host school's Leadership Council would also be supported by an alternate delegate from the magnet's Leadership Council.

Option 3: A third option is to have a single-wide council representing both the regular school program and any magnet centers that opt to be a part of the school-wide council. In this case, the size and make-up of the council would be pursuant to paragraphs a through d above, and there would be no separate magnet council and no augmentation of the size of the regular council. Magnet teachers, parents/community, students and classified personnel would be eligible to participate along with the constituents of the host school. If a school decides to select the third option but did not elect their Council on a school-wide basis, a new election would be conducted.

If a situation involves a common site and also happens to involve the same Chapter Chair serving both programs, the Chapter Chair may serve on both or may designate an alternate to serve on one.

h. [Itinerant employees--initially may vote proportionately at assigned schools (see Section 2.2 below); future status will be determined in ongoing discussions between District and UTLA.]

i. Adult Education-- (Includes Occupational Centers, Skill Centers, and Business/Industry Center)--a Leadership Council shall be formed for each administrative unit which shall encompass all locations, branches and offices which report to that school's or center's principal. Council size shall depend upon the school's size as follows:

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-fewer than 500 students	8
-from 500-1000	12
-from 1001-1500	14
-more than 1500	16

For purposes of community voting the election area shall be the high school attendance zone within which the Adult Education school is situated. Occupational Centers, Skill Centers, and Business/Industry Center shall, for purposes of community voter eligibility, be deemed District-wide. In the Adult Education programs, adult students shall be eligible to vote for the community council seats, and a student candidate shall be guaranteed at least one of the community seats on each Council (see Section 2.9e for the mechanics of this guarantee). Because most Adult Education students are adults and parents, the special guarantee for parents (as compared to community--see 2.9 e) is not applicable. However, parents of students concurrently enrolled in the regular K-12 and adult programs, shall also be eligible to vote and serve as community representatives on the Adult Education Council. For purposes of voting by teachers, each teacher employed within the adult school/center shall have one vote, without regard to number of hours assigned. Similarly, students and parents/community shall have one vote each, without regard to number of instructional hours. Adult Education elections of faculty representatives shall be conducted at the annual organizational meeting which is conducted before the Fall term.

2.2 Itinerant Personnel in Health and Human Services and Special Education Local District Advisory Committee Each Region Superintendent or designee shall establish a meeting schedule with representatives of itinerant personnel selected by UTLA in Health and Human Services and Special Education in each local district in order to participate in and make recommendations regarding local district issues and concerns. Meetings should be held a minimum of once every two months.

2.3 Alternates: There shall be two "alternate" Council members elected designated for the categories of teacher, parent/community representative, student, and classified. Administrators and Chapter Chairs shall designate one alternate. In year-round schools, additional alternates may be selected so that there can be a full complement of representatives for each category for any one time. Alternates shall be permitted to attend and participate in any council deliberations, and may vote if their regular representative(s) are absent.

2.4 Functions And Responsibilities: The local school leadership councils shall consider all points of view and shall solicit the advice and counsel of parent organizations, other employee groups and all other interested parties. The local councils shall have the following functions and responsibilities:

- a. Participation in shared decision making training. ~~It is recommended that they participate in training prior to beginning their decision-making.~~
 1. At the beginning of each school year, the LSLC Co-Chairs will attend a training on Local School Leadership Council

- policies, practices and expectations, jointly developed by UTLA and LAUSD
2. All LSLC members are required to participate in an annual LSLC training developed jointly by UTLA and LAUSD.
 3. LAUSD and UTLA will jointly develop a training for interest holders that can be delivered should the principal and the chapter chair determine that it is useful.
- b. Determination of the following matters:
- (1) Staff development program, including approval of any school-based professional development programs. All site-based professional development, including all banked time PD referenced in Article IX - B Section 2.0, and all professional development scheduled after school. The only professional development that cannot be determined by LSLC is that which is mandated by the state or federal government.
 - (2) Student behavior, support and accountability (previously referred to as discipline) discipline guidelines and code of student conduct
 - (3) Schedule of school activities and events, and special schedules (e.g., final exam schedules and schedules designed to accommodate additional preparation time for elementary teachers). For purposes of this paragraph, "schedule" shall include, but not be limited to, a determination by the Council of what activities shall take place. The Council shall not have authority over the scheduling of school activities and events mandated by the Board of Education.
 - (4) Guidelines for use of school equipment, including the copy machine
 - (5) 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.
 - (6) Course electives and program options (e.g. Visual and Performing Arts, Ethnic Studies and double periods for specific subjects).
 - (7) All school based budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council. To further the implementation of decisions in this area, the Principal will provide the LSLC with monthly budget reports.

(8) Whether the school should have a safe passage program. If such a determination is made, then the safe passage program will be centrally funded.

~~(5) — The following local budgetary matters:~~

- ~~(a) — Instructional Material Account, Object Code 4310 of Program Code 3027 (previously carried under Account 4170); (Object Code 4310 accounts used within Program Code other than 3027 are not included; also, in the event that a Principal transfer funds into account 4310/3027 from a Program Code or Object code outside of the scope of the previous account 4170 per such transferred funds are not included)~~
- ~~(b) Lottery Funds, account 5381~~
- ~~(c) School-Determined Needs, account 3986~~
- ~~(d) — State Textbook and Related Material, accounts 4111, 4152 and 4267~~
- ~~(e) — Year-Round School Incentive Discretionary Funds~~
- ~~(f) — Student Integration Program Discretionary Funds~~
- ~~(g) — Instructional Material — Special Education Schools Account 2544 (for Special Education School Councils only)~~

ARTICLE XXVII - SHARED DECISION MAKING

~~(6)~~ (8) Daily schedule or bell schedule, including recommendations for variations and experimental situations. While variations and experimental situations will continue to require approval of a majority of the staff, per Article IX.9.0, LSLC shall initiate and put forth the recommended schedule for the vote.

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. The local council shall not be obliged to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily.

c. These local school leadership councils are expected (but not required--see above) to supplant the previous local school planning committees dealing with lottery funds, student discipline, staff development or any other matters listed in b. above; however, the new council shall not supplant other existing councils and committees which operate in subject matters beyond those listed in b. above (e.g. School Advisory Councils) or which have an independent statutory basis (e.g., Chapter I Councils, Bilingual Advisory Councils, or S.I.P. Councils).

d. The site administrator shall maintain an up-to-date file containing all District memoranda, directives and bulletins governing Local School Leadership Council activities and make it available to the Chapter Chair upon request.

2.5 Decisions: The attainment of consensus whenever possible shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies which are established by the local Council. Only if consensus cannot be reached shall decisions on the matters set forth in Section 2.4b be made by majority vote. In order to be resolved by vote at the meeting in the event consensus fails, the meeting agenda (see Section 2.6 below) must have identified the proposed action with sufficient particularity that the Council members could have, prior to the meeting, meaningfully consulted with all interested parties with respect to the specific action under consideration, as provided in Section 2.4 above. The vote required shall be a majority of those committee members present at the meeting.

With respect to procedures governing voting matters, Robert's Rules of Order shall be applicable to issues not addressed herein. The site administrator shall ensure that all policy decisions of the Local School Leadership Council are reduced to writing and communicated to all staff and school community.

2.6 Agenda: An agenda shall be prepared by the co-chairs of the Council in a planning meeting and distributed at least five working days prior to each council meeting. Agenda items and supporting documents may be submitted by any committee member, at least 24 hours prior to preparation of the agenda.

2.7 Meetings: Members of the local councils could expect to attend the equivalent of two one-hour meetings per month. Alternate meetings will be scheduled for the convenience of the parent and community representatives.

a. At the secondary level, the local school shall, insofar as practical, schedule teacher members of the local Council so as to provide a common preparation period. Alternate meetings shall be scheduled during such period. Paid class coverage, if available, will be provided on meeting days for any teacher members having teaching duties during such period. Out of classroom staff who are members of the local Council will be released from their duties in order to participate Council meetings.

b. At the elementary level, at least one of the monthly meetings may be scheduled during the 30-minute duty-free period.

c. Meetings of Leadership Councils in Adult Education and Children Centers shall be scheduled at a mutually convenient time, and if there is no time mutually convenient to the Council members then the meetings shall be held at alternating times to meet the convenience of the teacher and community representatives.

d. All meetings of the local councils shall be exempt from the faculty meeting limitations of Article IX, Section 4.2

2.8 Communication of Decisions: Decisions of the Local School Leadership Council and resulting policies shall be communicated to staff, parents and, in secondary schools, students, within two weeks of said decisions. Council materials, decisions and resulting policies shall be posted on the school's website within two weeks.

2.82.9 Election Procedures for Employee Representatives:

a. Secret ballot elections shall be conducted for the certificated and non-certificated employee seats, following similar procedures. (1) Faculty representatives on the council are to be elected on an "at large" basis by the regular contract certificated employees assigned to the site with itinerant employees voting on a proportional basis corresponding to the number of days per week served at the site. (2) Non-certificated representatives shall be elected on an "at large" basis, with all non-certificated employees (including TA's) regularly assigned to the site having an equal vote.

b. The nomination process shall be open to all eligible voters assigned to the site. Nominations shall be either submitted by the nominee or with the written consent of the nominee.

c. Election notices shall be posted and distributed among the employees at the site, and mailed to the homes of off-track employees.

d. Elections for each year's term of office shall be as follows: Secondary teachers' elections are to be in May before the secondary master schedule is established; elementary teacher elections are to be in late spring after assignments for the next year have been tentatively set. The non-certificated employee elections are to be no later than the first school month of the school year (~~July/August for Year-round, September/October~~ August/September for Traditional). Any elections for alternates and/or replacements (including teachers) are also to occur during the first month of the school year. However, schools which wish to conduct elections on Back-to-School night may delay the elections until that date. The term of office for Council members is to be September ~~October~~ 15 to September ~~October~~ 14 in traditional calendar schools, and August 1 to July 31 in year-round calendar schools. Subject to the approval of the existing Local School Leadership Councils, elections of secondary, elementary, non-certificated employees, and parent/community representatives for each year's term of office at single track common calendar 90/30 schools shall be conducted before September 23. Any elections for alternates and/or replacements (including teachers) are also to occur before September 23. ~~Multitrack year-round schools' elections must be held and finalized prior to July 31.~~ See Section 2.1 for special rules affecting Adult Education elections.

e. Local schools may lengthen the terms of membership (from one year to two years) on Local School Leadership Council, subject to the following procedures:

- (1) Such a decision could be made only upon affirmative recommendation of the School Leadership Council and approval of the Principal and the UTLA Chapter Chairperson.
- (2) In order to achieve staggered terms, a plan may include a phase-in period whereby some positions are initially one year and others are two-years.
- (3) Procedures for implementation must be reduced to writing and published prior to any new elections, and a copy retained for public information in the school office.
- (4) Any elected members must be able to complete their full term of office.
- (5) Schools must at all times comply with the guarantees of the minimum number of parents as per Section 2.9e, below.

2.9 3.0
Representatives:

Election Procedures for Parent/Community

a. Voter Eligibility for parent/community elections shall be based upon any one of the following criteria:

- (1) Parents of a pupil attending the school, including natural or adoptive parent, legal guardian, or other person having primary responsibility for the support and welfare of the pupil;
- (2) Adult residents of the school's attendance area;
- (3) Adults whose primary place of employment is within the school's attendance area (this includes non-certificated employees of the District);
- (4) For schools which do not have a designated attendance area (e.g., magnet programs), their election area shall be the high school attendance area within which the magnet is situated;
- (5) When pupils are transported to the school from another attendance area (e.g., PWT or CAP receiving) the election area for categories 2, 3 and 4 above shall be expanded to include those from the sending school area;
- (6) Certificated personnel employed by the District are not eligible to vote except when they qualify as a parent under category 1 above;

b. Nominations: Are to be submitted in writing two working days prior to the election, or may be submitted from the floor at the election meeting. Nominations shall be either submitted by the nominee or with the written consent of the nominee. Nominees are not subject to any residency or employment requirement, but in order to qualify for the minimum guarantee for parents as provided below, they must meet the definition of parent as provided above.

*As defined in a.I above. These guarantees are minimums, not maximums. If necessary to meet this minimum number of parents, the parent nominee(s) who received the next greatest number of votes are to be declared elected. The election results and ballots are to be retained on file by the school office.

Certificated Employees of the District Nominations: Certificated employees with a child enrolled at a District school other than the school to which they are assigned, may nominate themselves to serve as a parent at their child's school with the following provisions:

- (1) The certificated employee's name on the parent ballot must clearly state that they are serving as a current employee of to the District and state the position they are serving in – e.g., "Jane Doe (currently employed as a teacher at another District location)".

- (2) The certificated employee shall be subject to the results of the contractual parent election process outlined in this article.
- (3) The employee may only serve as a parent on one LSLC in any one school year.

c. Election Notices: Shall be sent home with students, and submitted to local newspapers serving the areas affected. The notices are to be mailed to the homes of off-track students.

d. Sign-in: At the election meeting there shall be a sign-in procedure, where each voter shall disclose appropriate information indicating eligibility and status (parent or community).

e. Ballot Procedure: The parent/community representatives are to be elected, during the first month of the school year (July/August for Year-round, September/October for Traditional) by secret ballot among all attending eligible voters. All ballots are to be submitted in sealed secret ballot envelopes, and enclosed within another envelope on which the voter will print his or her name and address. The ballots shall be collected and placed in the large envelope provided for this purpose. This envelope shall be sealed and the principal and Chapter Chair shall sign their names over the seal. The ballots shall then be secured in a safe place for five working days before being counted. The five day period is intended to permit any voter eligibility issues to be raised and resolved prior to the vote count. For this purpose the voter sign-in sheets shall be subject to review by any interested person. The vote count shall occur at the time announced at the election meeting, and shall occur in the presence of any interested persons who wish to attend. Prior to the vote count the sealed secret ballot envelope shall be separated from the envelope which carries the voter's name and address, and inter-mingled with the other secret ballot envelopes. Then, the ballots shall be removed from the secret ballot envelopes and counted. The nominees who received the greatest number of votes are to be declared elected, with the two who receive the next greatest number of votes elected as alternates, except that in no event shall there be fewer parents* than the following (depending upon size of the Council):

- 3 out of the 5 parent/community positions
- 2 out of the 4 parent/community positions
- 1 out of the 2 parent/community positions
- 1 out of the 2 alternate parent/community positions

f. Disputes: The Principal and Chapter Chair shall determine any disputed eligibility issues using the above criteria, and shall also be primarily responsible for resolving any disputes relating to election procedures. If they are not able to resolve a dispute acceptable to the involved parents/community, the dispute shall be referred to the co-chairpersons of the central council for final determination. Said co-chairpersons may delegate this authority. Disputes relating to this Section 2.9 are not subject to the grievance procedures of the LAUSD/Agreement.

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~~ nominate and vote for pursuant to its procedures, one employee to serve as the co-location coordinator. Annually, UTLA shall provide to each site administrator the name of the UTLA co-location coordinator. A UTLA co-location coordinator shall be invited and allowed to participate in all co-location related trainings provided to co-location administrators, including the ECAR process.

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

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

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

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

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

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

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

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

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

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

8.0 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. 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 bargaining unit member including itinerants ~~bargaining unit member~~ 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. 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.

a. School Health Office: The health office must not be shared with other disciplines to protect patient confidentiality and uphold HIPAA standards of care. The health office must have running water, proper lighting for health assessments, a dedicated restroom to be used exclusively by students visiting the health office, a dedicated refrigerator with a lock, a locked medication storage, a secure space for medical record storage, a private area to serve students with protocols, a rest area for students who need to rest due to health concerns with the ability to recline, and the capability of 6 ft. distancing when students present with contagious conditions.

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 identified handicapped staff members and for handicapped visitors 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. The District shall provide a written explanation to all employees and families when a reported case of vermin infestation cannot be mitigated within 1 week of the report.

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: All District facilities shall have updated technology, including but not limited to the following:

- a. District wifi networks available at school and in the surrounding community
- b. District-issued laptop computers for all educators (including substitute employees and itinerant employees)
- c. Annual allocation of \$25 per student for each school to purchase necessary technology
- d. Online testing resources for School Psychologists
- e. Online access to student cumulative files ("cums")
- f. Augmentative/alternative communication devices and apps for speech therapists and other specialists who require these devices

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 Instructional Materials: Basic supplies used for instruction shall be provided including but not limited to paper, crayons, pencils, pens including supplies for arts itinerants.

7.0 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

8.0 Carlson Home and Hospital Educators

In collaboration with LAUSD and UTLA, a handbook of policies and procedures for Carlson shall be developed. After agreement between UTLA and LAUSD, the handbook shall be shared with all Carlson staff. The handbook should include but not be limited to:

- a. A safety plan for educators when they are working in a student's home or at a hospital. This should include what to do when educators encounter harassment and/or feel physically threatened in any environment during their work hours.
- b. A plan for educators to have access to school sites and/or District facilities near the homes or hospitals where they provide service. The purpose of access to the school site(s) or District facility is to have a safe location for using bathroom facilities and accessing a safe working space during their lunch, conference period, and/or attending zoom meetings. A list of approved sites should be provided to each Carlson educator.
- c. The process for addressing issues with mileage reimbursement including a timeline for receiving reimbursement and process for correcting incorrect reimbursements.
- d. Locations for faculty meetings and options for zoom when members are working in locations far from a welcome center.
- e. Procedures for reporting when members do not receive the minimum student assignment at any point in the school year. This should include a timeline for remedy.
- f. UTLA should be notified of any proposed changes or updates to the handbook of policies and procedures prior to a new or revised

handbook being shared. It is understood LAUSD and UTLA will collaborate on changes and updates.

NEW ARTICLE: SCHOOL CLOSURE DURING NATURAL DISASTERS

1.0 The District and UTLA shall meet and consult on protocols for potential closure and reopening in the case of a natural disaster. Depending on the nature of the event, either party may bring appropriate specialists to the discussion. When determining specific protocols, the parties shall consider CDE, Los Angeles County Department of Public Health, National Fire Protection Association (NFPA), National Air Duct Cleaners Association (NADCA) Assessment, Cleaning, and Restoration (ACR) Standard, Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) standards, and American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) guidelines.

2.0 In cases when emergency circumstances necessitate the closure of a school facility (or group of school facilities), and if the District cannot provide a physical location that will accommodate all classrooms, the directly affected classroom teacher(s) or substitute(s) or itinerant staff shall provide live virtual instruction for all students. The District shall provide technology for student and educators. Affected staff shall have one workday for preparation. Virtual instruction will begin on the following workday. The Parties reserve the right to negotiate additional preparation time as needed. Virtual instruction shall be conducted as follows:

SELF-CONTAINED CLASSROOMS (EARLY EDUCATION PROGRAMS, ELEMENTARY, & SPECIAL EDUCATION)

- i. To be implemented in a manner mutually determined by the teachers at each grade level and the site administrator, a minimum of three hours of synchronous daily instruction for all students via Zoom, inclusive of dELD/iELD instruction for English Learners, and MELD instruction for Standard English Learners.
- ii. To be implemented in a manner mutually determined by the teachers at each grade level and the site administrator, asynchronous work/assignments will be provided to students.
- iii. Teachers will post assignments and provide feedback on Schoology.
- iv. Due to the emergency circumstances, teachers will approve all requests from affected students for short-term independent study.
- v. Students will be given the opportunity to receive full credit for any make-up work resulting from absences due to the emergency that caused the closure of the school building(s). Teachers may set reasonable deadlines prior to the end of each marking period for the receipt of make-up work to be counted for that marking period.
- vi. In the case of an extended closure that exceeds 14 days, a minimum of 2 hours of "office hours" per week, to be scheduled at the discretion of the teacher in consultation with and shared with the site administrator.

SECONDARY AND ADULT EDUCATION CLASSROOMS

- i. To be implemented in a manner mutually determined by the teachers in each department and the site administrator, a minimum of 30 minutes of synchronous daily instruction in each class period for all students via Zoom. For Adult Education, synchronous instructional time will be adjusted for class length. (No less than 50% of class length).
- ii. To be implemented in a manner mutually determined by the teachers in each department and the site administrator, asynchronous work/assignments will be provided to students.
- iii. Teachers will post assignments and provide feedback on Schoology.
- iv. Due to the emergency circumstances, teachers will approve all requests from affected students for short-term independent study.
- v. Students will be given the opportunity to receive full credit for any make-up work resulting from absences due to the emergency that caused the closure of the school building(s). Teachers may set reasonable deadlines prior to the end of each marking period for the receipt of make-up work to be counted for that marking period.
- vii. In the case of an extended closure that exceeds 14 days, a minimum of 2 hours of “office hours” per week, to be scheduled at the discretion of the teacher in consultation with and shared with the site administrator.

3.0. Remote learning shall continue until the school(s) and all classrooms are cleaned, safe and ready for instruction. The UTLA Chapter Chair shall be invited to participate in the final walk-through of the facility prior to the reopening of the school.

4.0 If the District cannot provide a physical location that will accommodate all classrooms, classroom teachers may provide remote instruction as detailed above from a location other than a school. All out of classroom teachers and other UTLA represented support staff will report to the District-determined alternate physical location to support student learning and well-being.

5.0 The District shall identify forty (40) campuses across the district that, if possible, will remain open in the event of a district- or region-wide school closure during a natural disaster, in order to accommodate students in need of shelter during the school day, and to serve as meal distribution sites. District personnel willing to staff these sites during a disaster will do so on a voluntary basis and will be compensated at their hourly rate. The list of sites shall be revisited each school year. When choosing these sites, the District shall consider those sites with the most recently retrofitted HVAC systems. The District shall make every effort to identify sites throughout the District that will allow access to the maximum number of families.

6.0 When an employee is personally impacted by a natural disaster, the District shall allow them to use “miscellaneous natural disaster” (MSND) leave, which will

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not impact their accrued leave. The amount of leave time can vary depending on the nature of the event, but shall be no less than 10 days. Leave will be granted for any of the following reasons:

- a. Destruction of an employee's home
- b. Mandatory or suggested evacuation of an employee's home
- c. Medical issues caused by natural disaster (e.g., asthma complications during fire event), experienced by the employee or person under the employee's care
- d. Lack of childcare or elder care during a natural disaster

7.0 Affected members shall have the option to postpone their evaluations to the following academic year.

NEW ARTICLE: HEALTHY GREEN PUBLIC SCHOOLS

1.0 ACCESS TO CLEAN DRINKING WATER: Clean drinking water shall be available and accessible to all, at every LAUSD facility. The District shall strive to reach the goal of 0 ppb of lead in all drinking water sources, prioritizing the use of certified filters. The District shall complete upgrades such that all elementary school drinking water sources are below 5 ppb by the start of the 2026-27 academic year. The District shall create a plan for secondary school drinking water upgrades so that all drinking water sources are below 5 ppb of lead by 2030. All District drinking water sources shall be inspected for accessibility and tested for lead annually. Water filters shall be replaced according to manufacturer specifications. The District shall label and shut off sources of unsafe water and provide temporary water sources whenever clean drinking water is not available. The District shall use a skilled and trained workforce to implement these changes, and whenever possible, CTE students in relevant classes shall be invited to observe this work.

2.0 FUNCTIONING HEATING, VENTILATION, AND AIR CONDITIONING: The District shall ensure that every LAUSD facility be equipped with modern, energy-efficient HVAC systems, prioritizing schools of greatest need (including the District's Priority List of Schools Most at Risk from Air Pollution, schools in AB 617 communities as defined by AQMD, and incorporating the Extreme Heat temperature tool used in the Greening Index). All District HVAC systems shall be inspected annually and filters replaced according to manufacturer guidelines. The District shall make additional air filtration resources available (e.g MERV-13 HEPA classroom air filters) in the event Air Quality levels are over 150 (and provided upon request for classrooms including bungalows with sensitive groups when Air Quality levels are over 100). Gas heaters shall be replaced with electric as part of the District fulfilling its commitment to electrify all energy sources by 2040. The District shall use a skilled and trained workforce in completing these projects, and whenever possible, CTE students in relevant classes shall be invited to observe this work. Progress on implementation shall be reported twice a year to the oversight committee defined in section 6.0 of this article and to the Board of Education.

3.0 GREEN SPACES AND SHADED AREAS ON EVERY SCHOOL CAMPUS:

a. Every school campus shall have shaded green space that students and staff can use during the school day. The District shall comply with its Green Schoolyards for All goal for every school campus to

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- be as close as possible to 30% green space (not including athletic fields) by 2035.
- b. Before breaking ground on new projects, the District shall test for below-ground toxins and provide a report to the Local Region that is shared with the school's LSLC. Whenever possible, the district shall include stormwater collection in plans for new projects.
- c. When existing artificial turf areas reach their end of life, they shall be replaced with grass or other natural groundcover.
- d. During periods of excessive heat, the District shall allocate space at District facilities to be used as cooling centers.
- e. The District shall provide ongoing maintenance for green spaces on campus.
- f. The District shall use a skilled and trained workforce in completing these projects, and whenever possible, CTE students in relevant classes shall be invited to observe this work.
- g. The District shall explore ways to mitigate liability concerns related to offsite stormwater.

4.0 EXPANSION OF GREEN INFRASTRUCTURE:

- a. Every District facility shall have blue bin recycling programs in compliance with AB 341, and composting programs, in compliance with SB 1383.
- b. Every District facility shall have bicycle parking.
- c. Passenger EV charging stations shall be available at all District facilities and be installed by a skilled and trained workforce.
- d. LAUSD shall continue the Metro GoPass program, which provides free Metro passes to all LAUSD students. The District shall advocate for a fare-free Metro system.
- e. The District shall comply with its commitment to clean energy by 2030, in part by maximizing the build out of solar energy on District land using a skilled and trained workforce.
- f. The District shall fulfill its commitment to electrify its fleet by 2040, and do so using a skilled and trained workforce for EV charging infrastructure and using high road procurement practices.
- g. The District shall use a skilled and trained workforce in completing these projects, and whenever possible, CTE students in relevant classes shall be invited to observe this work.

5.0 PROJECT STABILIZATION AGREEMENT: The projects identified herein as requiring skilled and trained workforce (e.g. 1.0, 2.0, 3.0(f), and 4.0(g)) shall comply with the District's Project Stabilization Agreement effective January 1, 2024, when the project meets the contract value set forth in Section 2.2 therein.

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6.0 TRANSPARENCY AND EFFICIENCY: The district shall publicly post annual reports on the district website regarding the following items:

- a. Water drinking source lead levels at all District facilities
- b. Inspection results for all District HVAC systems, including the date equipment was last installed or retrofitted
- c. Amount of usable green space on every school campus
- d. Progress reports on turf/asphalt/concrete replacement and green space expansion, including stormwater collection systems
- e. Renewable energy usage (including on-site generation) and EV charging availability
- f. Results of Safe School Inspections
- g. Mitigation and safety plans to reduce risks for any off-site environmental toxic sites (e.g industrial yards, scrap plants, toxic sites, etc.)
- h. List of all contractors used in facilities upgrades
- i. Reporting on grant applications and outcomes

These reports shall be shared with all labor partners and accessible to the public.

7.0 OVERSIGHT OF FACILITY IMPROVEMENTS AND

MAINTENANCE: The District shall assemble a task force composed of up to four (4) District appointees, four (4) UTLA appointees, and four (4) classified appointees, to be selected by SEIU Local 99, Building Trades, CSEA, and Teamsters. This task force shall review progress on the above items and provide guidance for task completion, including but not limited to the following:

- a. Determine priority lists for facilities upgrades and greening projects.
- b. Approve partnerships/contracts for work that cannot be completed by District labor.
- c. Establish and expand LAUSD CTE pathways and apprenticeship programs for LAUSD students (in DACE and high school programs). The Task Force shall identify opportunities for student-apprenticeship job placement within LAUSD.
- d. Set timelines for project completion.
- e. Make recommendations on expenditures relating to Measure US, Proposition 2, and all future facilities revenue sources.
- f. Create and/or approve District plans for responsible recycling/disposal of building materials, old equipment, and outdated/broken technology.

8.0 CLIMATE LITERACY TASK FORCE (CLTF): The CLTF shall be composed of up to four (4) certificated members appointed by the LAUSD

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Division of Instruction, up to four (4) classified members and up to four (4) UTLA appointees. By mutual agreement, any party may invite subject matter experts to be guest speakers at a committee meeting. The CCTIF shall use an equity/racial justice lens and shall meet four (4) times per year to consult and provide recommendations regarding the following matters:

- a. The development and implementation of curricula that infuses climate literacy with a racial justice lens and addresses historic disparities.
- b. The creation of instructional partnerships and opportunities for youth and DACE students to obtain internships and apprenticeships for green jobs.
- c. Career Technical Education (CTE) opportunities in fields that support green energy and reduce greenhouse gas emissions.
- d. Design professional development sessions for Climate Champions (defined in section 8.0 below).

9.0 CLIMATE CHAMPIONS: Each school shall have a Climate Champion who is a member of the UTLA bargaining unit and is approved by the school's LSLC. The Climate Champion shall receive a stipend of \$1800 per year (current rate, to be increased by applicable across the board increase), payable by semester, and shall have the following responsibilities:

- a. Attend four (4) professional development sessions per year.
- b. Lead at least 1 professional development or student education session at the school site on climate curriculum and knowledge per year.
- c. Develop, support, and promote the implementation of climate change education across all curricular areas.
 - Serve as a liaison and connection point between the CLTF, the Office of the Chief Sustainability Officer, all relevant District offices/committees, and their respective school.
 - Serve as an ex-officio, non-voting member of the Local School Leadership Council.
- d. Promote the use of the Climate Change curricula Schoology group.
- e. Monitor how climate literacy is being integrated into classroom lessons, and how students are being exposed to climate conscious/green jobs and careers.
- f. Work with administration and Plant Manager to ensure that blue bin recycling and composting programs are functioning at the school site, and notify CLTF of any problems. Assist in the development and implementation of climate resiliency and extreme weather plan.
- g. Attend quarterly convening of the Climate Literacy Task Force.

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h. Provide regular evidence/image of efforts toward Climate Literacy and maintain activity log.

10.0 HEALTH AND NUTRITION TASK FORCE: This task force shall make recommendations to the District about school meals and activities that foster health and nutrition. This group shall consider food insecurity, nutrition, culture, sustainable food sources, and the impacts of nutrition on the instructional program. The taskforce will include one (1) appointee from each School Board Member's office, the Student School Board Member, and two (2) LAUSD student appointees from Students Deserve. The group will meet no fewer than four (4) times per year, and provide an annual report to the School Board with recommendations.

NEW ARTICLE: USE AND IMPACT OF ADVANCED TECHNOLOGY

1.0 There shall be no displacement of Bargaining Unit members as a result of the use of advanced technology, including but not limited to what is commonly referred to as Artificial Intelligence.

2.0 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 LGBTQIA+ STUDENTS AND STAFF

- 1.0 The District shall convene a task force to support LGBTQIA+ students and staff. The task force shall be composed of a minimum of 5 appointees from the District and a minimum of 5 appointees from UTLA. A minimum of two (2) of the UTLA and two (2) of the District appointees will be members of the LGBTIQ+ community. This group shall be tasked with the following:
 - a. Establishing a procedure to address incidents of anti-LGBTQIA+ harassment, including a safe reporting process and provision of legal protections when applicable
 - b. Designing and compiling educational resources for families and staff regarding LGBTQIA+ issues
 - c. Establishing a feedback system that allows LGBTIAQ+ students and staff to make recommendations for creating a safe working and learning environment
 - d. Exploring ways to better support transgender students and staff, and to recruit transgender staff.
 - e. Providing reports to the Board of Education with suggestions on the above issues. The task force is expected to provide at least one written report per school year, and has the right to provide additional guidance as needed.
 - f. Creating thoughtful, inclusive training that will be mandatory for staff and administrators that dispels misinformation around the LGBTQIA+ community and teaches how to be supportive.

- 2.0 Additional protections for transgender students and staff
 - a. All schools shall be equipped with at least one gender neutral bathroom for students, and another for staff. These facilities must be located in an area that is accessible, and cannot be in the nurse's office.
 - b. All schools must have a gender neutral changing area for PE and performing arts.
 - c. All transgender students and staff who take medication have the right to access their medication during the school day when necessary.
 - d. If a transgender staff member is transitioning or planning to do so (with or without surgery or therapy) and chooses to disclose this information to their school community, they may request accommodations that include but are not limited to the following:
 - i. An initial meeting of site administration, UTLA representative, and the transitioning staff member to develop a plan to notify coworkers
 - ii. Development of training for coworkers and community that reviews respecting an employee's pronouns, name change, bathroom use, and California law protecting transgender people in the workplace
 - iii. Ongoing administrator support in requesting that the site community refer to the employee with their preferred pronouns and name
 - iv. Updating all school and district records to reflect the name and gender on the employee's government-issued ID. If the

employee does not yet have a government-issued ID that reflects their preferred name and/or gender identity, the school and district shall make all changes to employee records that are possible (e.g., updating the employee's name on school directory)

3.0 Non-Discrimination: The District recognizes the scientific difference between gender identity and sex assigned at birth. The District recognizes that there are more than two genders and recognizes the existence of intersex individuals. The District will not discriminate against individuals based on their gender identity in its hiring and employment practices

4.0 The District will recognize and denounce anti LGBTQIA+ attacks against employees and students.

5.0 Curriculum-Curriculum shall be inclusive of the FAIR Education Act that requires California K-12 schools provide Fair, Accurate, Inclusive and Respectful representations of people with disabilities and people who are lesbian, gay, bisexual or transgender in history and social studies curriculum.

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

1.0 LAUSD and UTLA jointly declare that the buildings and grounds of LAUSD (including pick-up and drop-off sites at all entries and exits) are sanctuary spaces for all students, parents, administrators, bargaining unit members, and community members at the school for school-related business and jointly commit to defend the right to a free and safe learning environment to the extent permitted by law.

2.0 LAUSD/UTLA District Immigrant Support Committee: A joint District-UTLA committee shall meet **at least 6 times quarterly** per year for the duration of the **2022-2025** school years. 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 comprehensive, one-stop cradle-to-career (C2C) hubs. C2C Hubs shall consult with Dream Centers located throughout the district for guidance on services offered to immigrant and newcomer families. LAUSD teams assigned to these hubs, would serve students and work with neighboring schools in the community to promote prevention and early intervention wellness efforts across the regions. 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, to combat negative health and wellness influencers affecting students and their families. These services will support the post-pandemic recovery by developing resilient school communities with protective factors against academic barriers.

4.0 District shall make every effort to 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 immigrant students and their families.

5.0 LAUSD shall provide UTLA bargaining unit members with professional development related to the needs of immigrant students and their families. **Specifically, LAUSD will provide mandatory training for all staff and administrators on paid time that includes the following:**

- **LAUSD Sanctuary Schools Policy - implementation and execution**
- **Rights of immigrants when approached, questioned or detained by immigration enforcement**
- School site plan to support students whose guardians are detained
- **LAUSD and UTLA will develop a reporting mechanism for schools not**

implementing District Sanctuary Policy including how schools will be held accountable when not following the policy.

6.0 The District shall ~~make every effort to~~ develop partnerships with philanthropic organizations with the goal of providing additional supports for newly arrived immigrant students and their families.

7.0 The District shall provide meeting space on its school campuses and supports at no cost to a pre-approved list of immigrant rights organizations, legal clinics and community organizations developed by the LAUSD/UTLA District Immigrant Support Committee in order to provide services to students, families and community members.

8.0 The District will sponsor 4 citizenship clinics as well as Know Your Rights workshops, clinics with organizations that can provide services and resources, workshops on how to develop a family preparedness plan and training on Rapid Response Networks in each local region.

9.0 The District will not allow its LASAR app or other reporting mechanism to report on the immigration status of any individual. The district will not keep records of any such reports and will not disclose any such reports to any agencies.

10.0 The District will increase B-basis PSA staff assigned to support immigrant students from one District-wide to at least five for each LAUSD Local Region.

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

12.0 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 detainees.

13.0 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.

14.0 Increase support for newcomers and their families, including but not limited to SEL curriculum, additional staff to assist newcomers (e.g., PSA, PSW, school counselors), translation services, adult ESL courses, citizenship resources, legal support, work permits, CalFresh, MediCal, and housing resources.

15.0 If an employee requests a leave of absence for any immigration-related reason, the Employer shall grant such requests for a period of up to five (5) years without loss of seniority in their respective classification.

16.0 In the event that an employee is separated or placed on a leave of

absence as a result of any immigration-related event and is unable to receive a final paycheck, the Employer shall provide such compensation to a family member designated by the employee.

17.0 Upon written request, an employee shall 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 and/or appropriate certified documentation.

18.0 Traumatic Incidents: A student or staff member being absent from the school due to immigration enforcement action will qualify as a traumatic incident. In the event of a traumatic incident that affects an employee's school/workplace community, educators may take up to five (5) days of leave that will not affect accrued illness/leave time. The employee may request leave within 3 months of the incident

19.0 The District shall create a rapid response network to assist students and their family members who have been detained.

20.0 In the event that the LAUSD is no longer permitted to employ an affected employee, the LAUSD agrees to convert the affected employee's termination to an unpaid leave of absence upon the employee's return to work, provided the return to work takes place within five (5) calendar years for all employees. Specifically, upon the employee providing proper work authorization within the appropriate time frame, LAUSD agrees to reinstate the affected employee to the employee's former position, if available, without loss of prior seniority. If the former position is not available, LAUSD agrees to reinstate the employee to substantially similar employment for which the employee is qualified, at a salary no less than their pay prior to their separation.

21.0 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.

22.0 Employees shall not face discipline for following LAUSD policies on Sanctuary Schools.

23.0 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 for the duration of the parties' 2023-2024 and 2024-2025 collective bargaining agreement and may be renewed by mutual agreement.

NEW ARTICLE TECHNOLOGY FOR STUDENTS

1.0 The District will provide centrally funded technology to families, upon requests. Available technology will include wi-fi hot spots, updated devices and any assistive technology for students with IEPs.

2.0 The District will provide free wi-fi for all students.

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3.0 The District will offer drop-in technology support for families at each region office. These hours must include at least one weekend a month. Upon request, a District IT staff person will provide onsite assistance at the school site.

4.0 The District will expand wi-fi bandwidth at every school and ensure devices are compatible with the wi-fi speed.

NEW ARTICLE: OPTIONS PROGRAMS

1.0 Due to the nature of the students enrolled in such programs, "Norm Day" will not apply to Ramona, McAlister, Riley High School, Continuation Programs and Options Schools.

2.0 The District will develop and offer targeted support for families of students at Ramona, McAlister, Riley High School, Continuation Programs and Options

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Schools. The District will work with the school to identify areas of need, calendar the events and promotion of resources.

NEW ARTICLE SUPPORT FOR PREGNANT AND PARENTING STUDENTS

1.0 Students enrolled at Ramona, McAlister, Riley High School, Continuation Programs and Options schools will be encouraged and allowed to bring their child(ren) to campus. The District will provide appropriate transportation.

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

3.0 The District will provide additional funding for necessary childcare items, including but is not limited to baby formula, diapers and/or other basic necessities.

4.0 The District will work with the teachers, students and administrators at Ramona, McAlister, Riley High School, Continuation Programs and Options Schools to develop partnerships with community organizations who can help provide support that helps the parenting teens. Such supports may include child care, child development, nutrition and/ or basic care needs.

5.0 Students enrolled at Ramona, McAlister, Riley High School, Continuation Programs and Options Schools will be able to attend school virtually on days their child(ren) is sick or unable to travel with the parent.

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

All elements of the 2025-2028 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 shall, upon each arrival to and departure from their assigned work location, enter their initials on a form provided by the District. Teachers who are assigned remote work will enter their initials on a digital time card provided by the district.

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, the Friday at the end of each evaluation cycle will be designated as a non-instructional day for students. This day will be reserved for grading, calculating the time value percentages earned, recording ROA attendance, and transferring digital textbooks, instructional materials, and coding digital assignments for the new ROA cycle. Teachers will not hold classes with students on this day, allowing uninterrupted time to complete these essential administrative tasks.

4.0 Virtual Academy Workday

A. Morning Duties:

(1) 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 Zoom cameras on during synchronous time, but may turn cameras off/close Zoom during break time.

(2) Secondary teachers shall provide daily live instructional support for 3.5 hours each day excluding two 10-minute breaks at the teacher's discretion between synchronous periods. Teachers are expected to have Zoom cameras on during synchronous time but may turn cameras off/close Zoom during asynchronous and break time.

The time shall be scheduled as follows:

- a. 30 minutes per day for Advisory to include but not be limited to announcements, Socio-Emotional Learning (SEL), student participation record keeping, and school events.
- b. Three 60-minute academic periods with no less than 45 minutes

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per period 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 subject to legislation or further CDE guidance regarding synchronous instructional time in Independent Study Programs.

B. 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 2:00 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 three in any month). These meetings shall not exceed one hour in duration.

(3) Teachers shall conference with students and parents, plan lessons, and grade assignments. ROA communication/meetings shall be aligned with the ROA cycle (bi-weekly).

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 and be noted as such in North Logic. Administration new to the Virtual Academy shall be required to review the Appendix before the initial conference is to take place.

6.0 Secondary Assignment

A. Live Instructional Support

- (1) There shall be no more than two (2) courses assigned within a live instructional support period. Courses must be related subjects/electives/disciplines.
- (2) A teacher shall be limited to no more than 4 preparations. If a teacher is assigned more than four (4) preparations during a rotation, they shall be provided auxiliary compensation.
- (3) Multiple elective classes shall not be taught within one period.
- (4) ELD classes shall not classify as elective. ELD will be taught as a separate period and the time for ELD instruction will not be split with instruction for any other course.

B. Student Roster

- (1) There shall be no more than eight (8) courses per roster during

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the semester, unless auxiliary is provided for each additional course and agreed upon by the teacher.

7.0 The District shall continue to 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 the availability of one or more designated substitute teachers to provide 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 Teacher Caseload Adjustment

(1) The Resource Teacher caseload for Virtual Academies shall be reduced to account for the absence of instructional assistants, who are typically available in in-person settings.

(2) Caseload cap for resource teachers shall be 20.

C. Paraprofessional support shall be provided to SPED teachers.

8.0 An average of 23 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 size shall comply with in-person class size norms.

(1) Elementary split grades 1-5 shall not be implemented unless agreed upon in advance by the impacted Virtual Academy teacher and administration in which that teacher shall receive a stipend in accordance with Article IX-A Section 2.0.

(2) Secondary multi-grade classes in the Virtual Academy shall not exceed two (2) consecutive grade levels

(3) Virtual Academy teachers assigned multi-grade classes shall receive paraprofessional support during synchronous instruction and additional compensation equivalent to in person teachers.

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 Elementary and Secondary bands; thus allowing Elementary Teachers to select from an Elementary Matrix by seniority and Secondary Teachers to select from a 6-12 matrix by seniority and authorization (i.e. SPED credential) EC sections 44300 further details certification requirements for Independent Study Schools. Departments are not

recognized in an Independent Study setting.

- (2) Teachers may move bands from Secondary to Elementary and vice versa if a vacancy becomes available and credential types are met.

10.0 In the event of overstaffing or reduction of teaching positions, the assignment and retention of teachers shall be determined based on district-wide seniority. Teachers with greater seniority shall have priority in retaining positions, subject to elementary and secondary certification or authorization.

11.0 Location XS shall be designated as a priority site for teachers displaced under the Virtual Academy program. Such teachers shall have priority consideration for substitute teaching assignments at all Welcome Center Sites, subject to availability and scheduling requirements.

12.0 Norm Day adjustments should allocate a minimum of 12 hours of X-time and/or two days of release time for reassignments and changes in VA assignments when teachers must switch subjects or courses, including mid-year.

13.0 Professional Development training specific to Independent Study requirements shall be offered as voluntary summer training Professional Development days or two optional buy-back days (1 for each start of the semester). These days shall be designated to include the following: Master Agreement contracts, Record of Assignments, Schoology course set-up, and content coursework transfers.

14.0 The District shall provide comprehensive onboarding for substitute teachers, including training in the use of digital tools and platforms such as Zoom, Schoology, IXL, iReady, and any other tools utilized by the District for instructional purposes. Substitute teachers shall be provided a computer to complete required duties when working 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 to get into applications and training to facilitate the use of these tools.

16.0 Teachers awaiting the approval of their Reasonable Accommodation request for remote work shall have the option to attend Virtual Academy Professional Development and Buy-Back Days as offered via Zoom. Teachers awaiting the approval of their Reasonable Accommodation request for remote work shall have the option to teach remotely, as appropriate, until the accommodation process is finalized.

17.0 UTLA Chapter Chair Released Time. Virtual Academy Chapter Chairs shall be granted release time of one hour to attend monthly Area and Steering Committees that are outside of the UTLA designated boundaries of the school site

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to which they report. A proposed plan may also permit release of the Chapter Chair from instructional duties subject to the following conditions as outlined in Article IV - UTLA Rights, 8.1.

18.0 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.

19.0 Classroom: All classrooms will be standalone single occupancy classrooms, with no more than one teacher per classroom. Teachers will 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 sound disruption. Classrooms will have sufficient storage, including a secure space for teachers to store their personal and professional belongings.

20.0 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.

21.0 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.

22.0 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 stakeholders 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.

23.0 Instructional Equipment: All classrooms will be equipped with equipment conducive to virtual instruction. This includes a desktop or laptop for each teacher. Virtual Academy classrooms will be equipped with the same communication system as classrooms at the shared District site.

24.0 Employee Placement at School Sites: The district shall make available a list of physical locations/sites in which VA staff are assigned and room availability. Teachers shall be able to request a location change should space at another site become available based on Seniority. Welcome Centers and newly available classrooms at other sites shall be expanded to broaden the geographic locations of reporting sites for teachers.

25.0 Temporary relocation: In the event of the relocation of Virtual Academy from a school site, teachers shall be allowed the option to report to work from home.

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26.0 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 the employees at a new site in the same LAUSD region as their previous site.

27.0 Parking: As referenced in Article XXXI, Virtual Academy teachers shall have equal access to on-site parking spaces.

28.0 Campus Access and Procedures: Virtual Academy teachers shall be assigned an appropriate workspace or classroom to meet the requirements of the assignment, including but not limited to room and restroom keys, access to copiers, updated computers or a laptop along with internet access. 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. All employees are expected to initial a form provided by the District upon each arrival at and departure from their assigned work location.

29.0 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.

30.0 Implementation Committee: The Implementation Committee shall review matters about the execution of this agreement and offer recommendations to the administration of the Virtual Academy for their consideration. This committee will consist of three representatives from United Teachers Los Angeles and three appointed from the District. Meetings will be held four times a year, twice during the Fall semester and twice during the Spring semester.