TA (RKH) 4-12-24

CC 4/12/26

LOS ANGELES UNIFIED SCHOOL DISTRICT-UNITED TEACHERS LOS ANGELES
TENTATIVE AGREEMENT
2025-2027

This Tentative Agreement is made and entered into this 11th day of April, 2026 by and between the Board of Education of the Los Angeles Unified School District ("District") and United Teachers Los Angeles (UTLA). The District and UTLA have met and negotiated in good faith and have completed their negotiations for this 2025-2027 Agreement. This Agreement is the successor to the parties' 2022-2025 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. All articles and provisions of the parties' 2022-2025 Agreement, together with previous amendments, supplements, MOUs and Sideletters are to be combined with the terms of this Agreement to form the 2025-2027 Agreement. The parties' will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.

B. Additional agreements:
   1. Article I – Recognition
   2. Article IV- UTLA Rights
   3. Article IX – Hours, Duties and Work Year
   4. Article IX-A – Assignments
   5. ~~Article XI – Transfers~~ Article XI-Transfers (current contract language) (RKH) CC
   6. Article XI-B – Multilingual and Multicultural Programs
   7. Article XII – Leaves and Absences
   8. Article XII-A – Attendance Incentive
   9. Article XIII – Granting of Probationary Contracts, Reduction in Force, Reassignment, Resignation/Reinstatement and Subcontracting
   10. Article XIII-A – Use and Impact of Advanced Technology
   11. Article XIV – Salaries
   12. Article XVI – Health and Welfare
   13. Article XVIII – Class Size
   14. Article XXI – Adult and Career Education
   15. Article XXII – Special Education
   16. Article XXIII – Early Education
   17. Article XXV-B Black Student Achievement Plan (BSAP)
   18. Article XXV-C Community Schools
   19. Article XXIX – Charter Co-Location
   20. Article XXX – Special Committees
   21. Article XXXI - Working Conditions
   22. Article XXXII – Term of Agreement

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23. MOU Black Student Achievement Plan (BSAP)
24. MOU California State Preschool Programs
25. MOU Community Schools
26. MOU Educational Options – Support for Students
27. MOU Housing Support
28. MOU Inclusive Practices
29. MOU Restructuring Service Delivery – Special Day Programs
30. MOU Special Education Initial Assessments
31. MOU Support for Immigrant Students and Families
32. ~~MOU TK-12 Virtual Academy~~ FKM CC
33. MOU Student Support Staffing
34. MOU Elementary Arts
35. MOU Itinerant Assignment Dispute Resolution Pilot

LAUSD-UTLA TENTATIVE AGREEMENTS 2025-2027

36. Article V – Grievance Procedures
37. Article VIII – Small Learning Communities
38. Article IX-B – Professional Development
39. Article IX-D - Temporary Reassignments
40. Article X – Education Development, Support and Evaluation
41. Article X-A – Discipline
42. Article XI-A – Urban Classroom Teacher Program
43. Article XII-B – Charter Schools
44. Article XIX – Substitute Employees
45. Article XX – Summer School / Intervention
46. Article XXIV – Student Discipline, Legal Support and Property
47. Article XXV – Academic Freedom and Responsibility
48. Article XXV-A- Instructional Committees
49. Article XXVII – Shared Decision Making and School-Based Management
50. Article XXVIII – Safety
51. Article XXVIII-A- Emergency Circumstances/School Closures
52. MOU Autonomous Schools
53. MOU Healthy Green Public Schools
54. MOU Support for LGBTQIA+ Students and Staff
55. MOU Opportunities for Professional Growth
56. MOU Infant and Early Education

C. As part of the parties' overall agreement for a successor collective bargaining agreement, the parties agree to withdraw and/or dismiss, as applicable, with prejudice listed

grievances and any and all pending PERB charges/complaints, including but not limited to:

1. PERB Case No. LA-CE-7068-E
2. PERB Case No. LA-CE-7059-E
3. PERB Case No. LA-CE-6963-E

The parties agree to, as applicable, withdraw and/or dismiss all such matters within three days of the full ratification of the parties' successor collective bargaining agreement.

D. Term of Agreement: This Agreement shall be for the term of two (2) years, 2025-2027. It shall become effective upon final Board adoption and ratification by UTLA members, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2027, and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice.

The District will make every effort to pay all negotiated increases as soon as possible following adoption by the Board of Education. Any retroactive salary payment under this agreement is to be issued on September 5, 2026.

This Agreement is subject to ratification by the UTLA membership and to final adoption by the LAUSD Board of Education.

Date of Agreement: April 12, 2026

Los Angeles Unified School District

By: _____
LAUSD Representative

United Teachers Los Angeles

By: _____
UTLA Representative

Adopted by the Board of Education on _____, 2026.

By: _____
Scott M. Schmerelson
Board President

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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:

Job Number	Job Title
13200827	Adult Resource Adviser, Non-School Assignment
13200828	Adult Resource Adviser, ROC/ROP School Assignment
13200826	Adult Resource Adviser, School Assignment
11100805	Adult Teacher, Academic Instruction
11100804	Adult Teacher, Adults with Disabilities
12200864	Adult Teacher, Counselor
11200806	Adult Teacher, Day-to-Day Substitute
11100803	Adult Teacher, English as a Second Language
11100808	Adult Teacher, Parenting and Family Life
11100809	Adult Teacher, Program for Older Adults
11100838	Adult Teacher, Public or Private Contract
11100777	Arts Education Itinerant Teacher
19100486	Assistive Technology Assessor
11100830	Career Technical Education Teacher
19100704	Categorical Program Adviser
12300564	Clinical Psychologist
19100787	Consulting Teacher, PAR Program, Full-Time
19100786	Consulting Teacher, PAR Program, Part-time
12100589	Coordinating Field Librarian
12100588	Coordinating Librarian
13400860	Coordinating Officer, JROTC (Junior Reserve Officers' Training Corps) Programs
12300473	Coordinating School Audiometrist
12300484	Coordinating School Therapist
12200502	Counselor, Elementary School
12200506	Counselor, Least Restrictive Environment
12200543	Counselor, Pupil Services and Attendance
12200533	Counselor, Secondary School
12300476	Educational Audiologist

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Job Number	Job Title
11100731	Elementary Teacher
11200762	Elementary Teacher, Day-to-Day Substitute
11100921	Extended Teaching Assignment, Hourly
19100710	General Education Support Provider
11100853	Instructional Coach, Early Childhood Special Education
11100843	Instructional Coach, Elementary
11100856	Instructional Coach, K-12 Special Education
11100846	Instructional Coach, Secondary
13200469	Instructional Technology Applications Facilitator
11100840	Instructor, JROTC (Junior Reserve Officers' Training Corps)
11100833	Night Continuation High School Teacher
19100716	Non-Classroom Assignment, Special Education Teacher Salary Table
19100706	Non-Classroom Assignment, Teacher Salary Table
13200717	Non-School Assignment, Special Education Teacher Salary Table
~~19102706~~	~~Non-Classroom Support Services Assignment~~
13200707	Non-School Assignment, Teacher Salary Table
13400705	Non-School Assignment, Teacher Salary Table, No Differential
12300460	Nurse Practitioner
12300463	Nurse Practitioner, Employee Health Services
12300446	Organization Facilitator, Student Mental Health and Wellness Services
11100858	Orientation and Mobility Instructor
12200569	Psychiatric Social Worker
11100829	Regional Occupational Contract (ROC) Teacher
12300472	School Audiometrist
12300461	School Nurse
12300464	School Nurse, Day-to-Day Substitute
12300481	School Occupational Therapist, Special Education
12300490	School Optometrist
12300479	School Physical Therapist, Special Education
12200511	School Psychologist
12300526	School Recreation Therapist, Special Education
11100736	Secondary Teacher
11200763	Secondary Teacher, Day-to-Day Substitute
12300474	Senior Educational Audiologist
11100841	Senior Instructor, JROTC (Junior Reserve Officers' Training Corps)
12300482	Senior School Recreation Therapist
12300483	Senior School Therapist
11100740	Special Education Teacher

Job Number	Job Title
11100740	Special Education Teacher
11100741	Special Education Teacher, Moderate to Severe Disabilities
11100790	Special Education Teacher, Resource Specialist Program
11100757	Special Education Teacher, Transition Services
19100555	Speech and Language Pathologist
~~11100761~~	~~Teacher Development Child Permit~~
12100591	Teacher Librarian
11100778	Teacher, Adapted Physical Education, K-12
11100781	Teacher, Categorical Limited Contract
11107043	Teacher, Early Childhood Education
11207046	Teacher, Early Childhood Education, Day-to-Day Substitute
11100782	Teacher, Home School
11100792	Teacher, Home School, Special Education
11200765	Teacher, K-12, Day-to-Day Substitute
11200766	Teacher, K-12, Substitute Residency Rate
11100753	Teacher, Mathematics, Foundational
11100797	Teacher, Special Assignment
13200500	Temporary Adviser, Special Services Salary Table
11100700	Temporary Assignment, Non-public Schools Teacher
19100780	Temporary Resource 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.

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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.

(KKM) CH2-26 CC 4/12/26

UTLA Proposal 2-18-25
District Counter 3-10-25
UTLA Counter 3-24-25
District Counter 4-1-25
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Counter 9-10-25
District Counter 10-7-25
UTLA Counter 10-21-25
District Counter 10-27-25
UTLA Counter 10-27-25
District Counter 11-03-25
District Counter 12-2-25 revised 3-24-25

ARTICLE IV

UTLA RIGHTS

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

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

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

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

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

6.0 Released Time at UTLA Expense: UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such releases shall be submitted to the Office of Labor Relations for processing with advanced notice. The Union will make reasonable efforts to provide additional notice when release requests involve twenty or more employees. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release

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

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

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

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

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

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

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

of any particular employee based upon instructional needs, the matter shall be referred to the Office of Labor Relations and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the District at the base rate for substitutes (see Article XIX) or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.

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

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

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

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

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

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

(2) The proposal is separately approved by the specific teachers, whose workload will be directly affected by the operation of the plan, voting in a separate election.

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

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

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

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

b. ~~During~~ Prior to the budget development process, a school budget training shall be provided to the Chapter Chair or designee. The District will share the school budget training with UTLA prior to providing it to Chapter Chairs. The information in the school training will contain the same information as provided to the site administrator.

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

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

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

8.1 Released Time for Chapter Chairs:

a. Released time from non-instructional duties shall be provided to a Chapter Chair if the following conditions are met: a secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved. ~~The Chapter Chair participates as a voting member during the faculty vote for non-instructional duties.~~ The proposed plan is to provide for the Chapter Chair to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties, as referred to above, are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties. In addition, chapter chairpersons at elementary schools shall be released from instructional duties when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.

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

(1) Such release is limited at the secondary level to one instructional period daily, and at the elementary level to an established shared instructional period (Physical Education or Music), and;

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

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

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

8.3 Itinerant Chapter Chairs

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

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

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

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

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

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

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

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

a. Except as otherwise provided in this agreement, if the District decides that unit members are to be invited to serve on any committees (described below) that are District-wide or ~~Local District~~ Region-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.

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

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

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

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

District Proposal 3-24-25
District Counter 4-28-25
UTLA Counter (Verbal) 6-17-25, 8-20-25
District Counter 9-10-25

TA CC 10/7/25 @ 10/7/25

ARTICLE V

GRIEVANCE PROCEDURE

1.0 Grievance and Parties Defined: A grievance is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as defined may be filed by the affected employee or by UTLA on its own behalf or on behalf of an individual employee or group of employees where the claims are similar. On filing a grievance on behalf of a group, UTLA need not specify the names of the employees, but must describe the group so that the District has notice of the nature and scope of the claim.

1.1 All matters and disputes, which do not fall within the above definition of a grievance, are excluded from this procedure, including but not limited to those matters for which other methods of adjustment are provided, such as reductions in force and dismissals. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination), are to be handled under appropriate statutory and/or judicial procedures rather than under this grievance procedure; however, claims of discrimination based upon UTLA affiliation are subject to this grievance procedure.

1.2 If the same or essentially the same grievance is filed by more than one employee, then one grievant may process the grievance under this Article on behalf of the other involved grievants. The final determination shall apply to all such grievants.

1.3 The respondent in any grievance shall be the District itself rather than any individual administrator.

1.4 Unless the parties mutually agree to the contrary, the filing or pendency of a grievance shall not delay or interfere with any District action while the grievance is being processed. By the same token, if it is later determined that the grievance is meritorious, nothing in the foregoing sentence shall preclude remedial relief covering the period during which the grievance was being processed, including the applicable portion of the 30-day period preceding the filing of the grievance. See also Article XIV, Section 30.0.

1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of a defense that the matter is not arbitrable or should be denied for other reasons which do not go to the merits.

TA CC 10/7/25 (M) 10/7/25

2.0 Representation Rights: At all grievance meetings under this Article, the grievant may be accompanied and/or represented by a UTLA representative. If not, the grievant may represent himself or herself, or be represented by any other person, so long as that person is not a representative of another employee organization. The administrator shall have the right to be accompanied by another administrator or District representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.

2.1 When a grievant is not represented by UTLA, the District shall promptly furnish to UTLA (in care of the UTLA Field and Organizing Director) a copy of the grievance. If the grievance is withdrawn without a settlement, the District shall so notify UTLA. The District shall not agree to a final resolution of the grievance until UTLA has been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter.

3.0 Released Time For Employees and UTLA Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. Step One meetings will not be scheduled on released time except when it is convenient to do so during the preparation period of the involved employee(s). If a grievance meeting at Step Two or Arbitration is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary and with mileage reimbursement, will be provided to the grievant, to a UTLA representative if one is to be present, and to any witness who attends by mutual agreement. For arbitration hearings the grievant, arbitration panel representatives and witnesses as required shall be afforded released time and mileage.

4.0 Confidentiality: In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until a final determination has been reached, all proceedings shall be considered private and any preliminary disposition shall not be made public without the agreement of all parties. The District and UTLA may report on grievances by citing no more than the section and article alleged to have been violated and the stage at which the grievance is at the time of the report. At no time in any report or public record may either party or the grievant cite any names or schools. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparation for hearing.

5.0 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. The District shall respond, in writing, in a timely manner as provided in this Article. If the District fails to respond to the grievance in a timely

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manner at any step, the grievant has the option to proceed directly to the final step of this procedure (See Section 11.0). All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

6.0 "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal or school holidays.

7.0 Informal Conference:

a. Before filing a formal grievance, the grievant shall attempt to resolve a grievance by an informal conference with the grievant's immediate supervisor. If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievant may initiate the informal conference with the administrator who has such responsibility and authority. Said conference shall be requested within fifteen (15) days of the occurrence of the act or omission giving rise to the grievance or of the date when the grievant could be reasonably expected to know of the act or omission which gives rise to the grievance.

b. A meeting between the grievant and the immediate administrator shall take place within five (5) days from written request for the informal conference. The administrator shall reply in writing within five (5) days following the informal conference.

c. Dispute Resolution Panel: When certain disputes arise under Article IX-A relative to assignments to class, track and/or coordinator positions, the affected teacher may invoke the Dispute Resolution Procedures found in Article V-A.

8.0 Step One: A formal grievance must be filed within thirty (30) days (as defined in Section 6.0) after the grievant or UTLA knew or reasonably should have known of the act or omission which gives rise to the grievance. It should be noted that there are shorter time limits required for filing grievances alleging violations of certain provisions of this Agreement, such as disciplinary suspensions under Article X and summer school assignments under Article XX. For claims of a payroll or other salary error, the 30 day time limit runs from discovery of the alleged error, but any recovery payment cannot relate back more than three years prior to the grievance filing.

8.1 The grievance must be presented in writing to the immediate administrator by completing the UTLA-District Grievance form. If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievant may initiate the grievance with the administrator who has such responsibility and authority.

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8.2 A meeting between the grievant and the immediate administrator shall take place within ten (10) days from presentation of the grievance. The administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Step One.

9.0 Step Two: If the grievance is not resolved at Step One, the grievant may, within ten (10) days after the termination of Step One, present the grievance to the appropriate Superintendent, Division Head or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter. The administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Step Two. (Note: There are separate expedited time limits for handling grievances under Article XXVIII, Safety, Section 3.0)

10.0 [Reserved]

11.0 Request for Arbitration: If the grievance is not settled in Step Two, UTLA, with the concurrence of the grievant, may submit the matter to arbitration by a written notice to the District's Office of Staff Relations within five (5) days after termination of Step Two.

12.0 Selection of Arbitrator: Within seven days of receipt of the request for arbitration, UTLA and the Office of Staff Relations shall ~~meet to~~ select an arbitrator to serve as Chairperson of the arbitration panel. The arbitrator shall be jointly selected by UTLA and the District, or shall be selected from ~~the~~ an established ~~following~~ list by alternatively striking names until one remains.

The list (alphabetized by last name) shall be created from a list of no more than eight (8) names submitted by each of the parties no later than June 15th of each school year to be in effect July 1st through June 30th of the following school year. The list shall have a minimum of twelve (12) but no more than sixteen (16) names. UTLA and the District may by mutual written agreement revise the list.

If the arbitrator selected cannot be available for hearing within sixty days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty days. Once selected, the arbitrator shall serve as the Chairperson of a three-member arbitration panel, with the other two members to be appointed directly by the District and UTLA respectively. All decisions and rulings will be made by majority decision of the panel.

13.0 Optional Preliminary Hearing on Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, untimeliness, matter beyond scope of procedure, or breach of confidentiality provisions) the District may cause its claim to be heard and ruled upon by the panel prior to a hearing on the merits. If UTLA claims that the grievance should

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be sustained because the District has allegedly violated the confidentiality provisions, it also may invoke proceedings under this Section. If either party plans to invoke this separate preliminary hearing it shall so advise the other party prior to selection of the arbitrator. Immediately after selection for the preliminary hearing, either UTLA or the District may require that a different arbitrator be selected to hear the merits.

13.1 There shall be at least fifteen days between the panel's decision on the preliminary matter(s) and any hearing on the merits (or on remedy in the case of a breach of confidentiality claim raised by UTLA).

13.2 The preliminary hearing is optional to the party having the right to invoke it. If not utilized, the party shall not be precluded from raising its arbitrability defenses (or breach of confidentiality claim) at the regular hearing, provided that it gives the other party ten days' notice of its intention to do so. Moreover, both UTLA and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

14.0 Scheduling Hearings and Decisions: A hearing shall be scheduled within sixty days from selection of the arbitrator, but shall not be scheduled during the summer or off-track time except by mutual agreement. The decision shall be issued within thirty calendar days after final submission of the case. Arbitrators who fail to meet this deadline for decision shall, unless the parties have mutually extended the deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

15.0 Expedited Proceedings: Grievances which have been processed through the required steps and which involve primarily issues of fact, such as below standard evaluations or notices of unsatisfactory service, shall be submitted to expedited arbitration. However, either the District or UTLA may require any such grievance to be submitted to regular arbitration rather than expedited arbitration. Expedited arbitration will involve a hearing within ten (10) days following selection of the arbitrator, with no transcript, stenographic services or briefs, and a summary letter award to be issued within five (5) days of the close of hearing. Expedited cases shall in all other respects conform to the provisions of this Article.

16.0 Documents and Witness Lists: Either party may request from the other the production, review and right to copy non-confidential documents relevant to the grievance. If the other party disputes the request, the arbitrators shall determine the issue. The parties shall also, at least five (5) days prior to the first hearing date, exchange lists of intended witnesses.

17.0 Conduct of Hearings: Hearings shall be conducted in accordance with the procedures contained in Government Code Section 11513. Hearing sessions shall be private with attendance limited to the panel, the parties' representatives, and witnesses as scheduled. In cases involving administrative transfers, evaluations of Below Standard Performance, issuance

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of Notices of Unsatisfactory Service or Act, or critical material which has been placed in an employee's file under Article X, Section 9.0, the District shall proceed first in providing evidence.

18.0 Limitations Upon Arbitrators: The arbitration panel shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance and if so what the remedy should be within the meaning of the Agreement. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or detraction) of the terms of this Agreement. The arbitration panel shall have no power to render an award on any grievance arising after the termination or expiration of this Agreement.

19.0 Effect of Arbitration Award: The arbitration panel's decision shall be final and binding upon the grievant(s), the District and UTLA. The California law on final and binding arbitration awards between a school district and an employee organization shall be applicable to such a decision.

19.1 A final and binding award which determined the merits of a dispute shall be conclusive on the grievant(s) the District and UTLA in any subsequent proceedings, including disciplinary and termination proceedings.

19.2 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and UTLA's sole and final remedy for any claimed breach of this Agreement.

20.0 Expenses: All fees and expenses of the arbitrator shall be shared equally by UTLA and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

21.0 Grievance Files: The District's Office of Staff Relations shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so.

22.0 No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

23.0 Special Grievance Procedure for Non-Unit Members: The District shall make a grievance procedure available to part-time Adult Education teachers who are assigned fewer than 10 hours per week and to day-to-day

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substitutes who were paid for fewer than 100 days during the preceding year. A grievance under this special procedure shall be defined as a formal written statement alleging a violation of a specific Board Rule or administrative regulation of the District on the subject of wages, hours of employment or safety conditions, and that by reason of such alleged violation, the employee's rights have been adversely affected.

23.1 The filing or pendency of a grievance under this procedure shall not delay or interfere with implementation of any District action during the processing thereof.

23.2 The rules and procedures specified in Article V, Sections 3.0 through 12.0, 14.0, 16.0, 17.0, 18.0, 20.0, 21.0 and 22.0 shall be applicable to this procedure.

23.3 The arbitrator's decision under this procedure shall be advisory to the Deputy Superintendent or designee whose decision shall be final and binding. This grievance procedure is to be the non-unit member's sole and final remedy for any claimed breach of Board rules or regulations within the scope of the procedure.

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District Proposal 3-10-25
UTLA Verbal Counter 8-20-25
District Counter 11-03-25
UTLA Counter 11-20-25
District Counter 12-2-25
District Counter Updated 12-5-25

~~ARTICLE VIII~~

~~SMALL LEARNING COMMUNITIES~~

~~1.0 Central Small Learning Community Committee:~~

~~a. Pursuant to policies and procedures governing the development and implementation of Small Learning Communities in middle schools and high schools, the District will establish a district-wide Central Small Learning Community Committee ("the Committee").~~

~~b. The Committee is responsible for reviewing Small Learning Community ("SLC") proposals and for recommending SLC proposals to the Superintendent. In addition, this Committee advises the Superintendent on specific issues related to the implementation of SLCs, including but not limited to the proposal format and procedures, the resources and professional development support to be provided to potential SLCs, and the quality review process to be utilized for the evaluation of SLCs.~~

~~(1) The School Site Council shall initially review all proposed SLC plans, and if it recommends that a plan should proceed, shall send it to the Local District Superintendent for review. This shall occur within 30 calendar days of receipt of the proposed plan, subject to the scheduling of School Site Council meetings.~~

~~(2) The Local District Superintendent shall complete its review of the plan within 30 calendar days of its receipt. If the LDS does not approve the plan within 30 calendar days, it shall be sent to the Central Committee.~~

~~(3) The Central Committee shall review the plan and within 30 calendar days of receipt make a recommendation to the Superintendent.~~

~~(4) The Superintendent shall approve or deny the plan within 30 calendar days of receipt. If the Superintendent's decision is to deny the SLC plan, the SLC design team may appeal the decision directly to the Board of Education for final action.~~

~~c. One-third of the Committee members are to be appointed by the President of UTLA.~~

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~~d. Requests for reconsideration may be made to the Committee by SLC candidates who have been denied permission to proceed by the Committee.~~

~~Article VIII – Small Learning Communities~~

~~2.0 Process For Conversion Schools:~~

~~a. The school Principal works with all school stakeholders, including the UTLA Chapter Chair, to initiate the design process and to determine the impact of potential SLCs on all other programs and on the entire school campus. Issues to be discussed and considered shall include the attributes, including equitable services in the utilization of school facilities, schedules, grade spans, and staffing.~~

~~b. The Principal presents the general work plan and school impact report to the School Site Council for input and guidance.~~

~~c. Individual SLC design teams, composed of representatives from all stakeholders, submit a letter of intent to the School Site Council.~~

~~d. Acting with the assistance of the school's planning team and Local District support staff, the SLC design team shall develop a proposal and school impact report for presentation to the Principal and the School Site Council. The Principal, the Chapter Chair, and the School Site Council may recommend that the proposal and the report be forwarded to the Local District Superintendent for review and comment.~~

~~e. Pursuant to State and Federal law, the Superintendent shall retain the authority to create SLCs as part of restructuring, building upon the progress already being made to create SLCs at the school and incorporating these efforts into the new plan.~~

~~3.0 Process for New Construction Schools:~~

~~a. The Local District Superintendent and the school Principal, with the teachers or the design team and community stakeholders, create the vision, initiate the design, and determine the recommended focus of each Small Learning Community in the host school.~~

~~b. Based upon the design created by the stakeholders and the Local District Superintendent, the Local District Superintendent completes and submits a proposal for a new school SLC design proposal to the Committee (see Section 1.0 above) for recommendation to the Superintendent for approval.~~

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4.0 Staffing, Vacancies and Transfers: The faculty members of the SLC's design team (assuming that they fairly reflect the overall staff at the site in terms of demographics and subject matter, and their assignments are consistent with other district staffing policies such as Staff Integration, Rodriguez Decree and the like) shall be assigned to the SLC upon its approval, and from that time forward the SLC shall be treated the same as a separate school for purposes of staffing, transfers, displacements and filling of openings. Thus, after

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the design team has been assigned, the initial remaining positions with the SLC shall be filled first with volunteers, if any, from the site pursuant to Article XI, Section 16.0. Once that process is completed, the SLC shall be able to fill the remainder of the planned faculty positions (and any later new openings) the same as any other separate school site. Similarly, for purposes of future staff reductions/displacements, the SLC will be treated the same as a separate school site. Once the initial full faculty is identified, assignments to classes etc. shall be made in compliance with Article IX.

5.0 Protection of Employee Rights: Subject to the provisions of this Article, and unless otherwise agreed to by UTLA and the District, all provisions, rights, obligations, duties, and other requirements set forth in the Agreement shall be applicable to approved SLCs as separate schools, including but not limited to uniform staffing procedures (Art. IX.A, Sec. 2.0), transfers (Art. XI), and UTLA rights (Art. IV), and the implementation of SLCs is not intended to diminish the rights contained in this Agreement. The contract waiver process available under Article XXVII, Sections 3.2 and 3.4 shall also be available to SLCs.

6.0 SLC Leadership:

a. If an SLC design includes provisions for department chairs, grade level chairs, deans or other out-of-the-classroom positions, they shall be chosen according to the procedures of this Agreement. However, a SLC may choose not to propose these positions.

b. SLCs shall be led by a principal, an assistant principal, or a coordinator under the supervision of an administrator. A SLC may choose through its design to have a coordinator as a school leader, with the approval of the local school administrator responsible for faculty evaluation. The coordinator shall be chosen and shall serve pursuant to the election of full time school site coordinator provisions (Article IX.A, Sec. 4.0, 5.0, 5.1, 6.0).

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c. In those approved SLCs led by an AP (an evaluating administrator), the SLC may choose to select a Lead Teacher to assist the SLC's administrator. The duties of the Lead Teacher in assisting the administrator shall be worked out collaboratively, with the final approval of the Superintendent or Central designee of the Superintendent. Lead Teachers shall be provided, through District funding, release time of one additional period to perform the duties required. Lead Teachers shall be elected annually by the faculty of the SLC, excluding substitutes and contract pool teachers. Lead Teachers shall have one additional period of release time to perform the duties required. Lead Teachers must have permanent status as a District employee prior to election to a Lead Teacher position. The Superintendent or central designee may request that there be a change in the Lead Teacher when such action is deemed to be in the best interest of the educational program of the District. In that case, the faculty of the SLC shall elect a replacement.

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7.0 SLC Task Force: Upon approval of a tentative agreement for this 2008-2011 Agreement, UTLA and the District shall form a committee to review this article. The committee shall be composed of three District and three UTLA members. The committee shall submit a report and recommendations to both the LAUSD Board of Education and the UTLA Board of Directors with comments and recommendations for changes to this article. The Committee may address the following issues: Selection of classes by faculty members, displacement issues, process for collapsing of SLCs, composition of local SLCs, delineation of roles of SLC Lead Teachers and chapter chairs, issues between the District and SLCs regarding mandated curriculum, and transfers between SLCs.

At the time of this Agreement, the District affirms that we do not have awareness of any Board approved Small Learning Communities currently in LAUSD Schools. In the event that any formerly approved school is still using the Small Learning Community structure, they shall be allowed to maintain their Small Learning Communities pending further discussion by the parties.

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ARTICLE IX

HOURS, DUTIES, AND WORK YEAR

1.0 General Workday Provisions: It is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The workday for part-time employees shall be proportionate, or governed by the employee's individual employment contract.

2.0 Sign-in and Sign-out: All employees shall, upon each arrival to and departure from their assigned work location, enter their initials on a form provided by the District. Itinerant employees serving less than a full day at a work location and Early Education Center employees shall also enter the correct time as part of their sign-in and sign-out.

3.0 Minimum On-Site Obligation: It is understood that all full-time classroom teachers (including Teacher Librarians) at a particular school or center (excluding those in the Division of Adult and Career Education) shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment and starting times.

3.1 For the purpose of implementing a professional development banked time schedule, full time teachers shall have the following on-site obligations:

Grades	Before Instructional Day 180 day	After Instructional Day 180 day	~~Weekly Average Teacher Instructional Minutes (a)~~ ~~180 day~~
~~Pre-K~~	30	10	~~According to program requirements~~
UTK - 5/6	17	10	~~1550~~
6 - 12	5	2	~~1550~~

Elementary grades UTK – 5/6 instructional time is exclusive of teacher break (recess) and lunch. Secondary instructional time is inclusive of passing periods and exclusive of the preparation period, lunch and nutrition periods.

Item (a) in the above chart indicates the number of minutes on a weekly average. Daily minutes will vary due to professional development and early student release on Tuesday.

For Elementary programs ~~in 180-day calendar schools~~, the total daily average preparation time is 27 minutes. Preparation time minutes may be divided between a.m. and p.m. at local school site discretion.

For Secondary programs, the on-site obligation is noted above in sections 3.0 and 3.1 with preparation time subject to Article IX, Section 6.0. The on-site obligation of Option/Continuation schools shall align with comprehensive high schools despite the instructional day for students of these programs being less than that of students in the comprehensive grades 9-12 setting.

3.2 EEC Teachers: Full-time Early Education Center teachers are to have a daily on-site obligation of eight hours, although it is understood that split shifts are permitted. Also, it is understood that assignments need not be limited to one location. (See also Article XXIII, Early Education Centers.)

a. For full-time employees, their on-site obligation of eight (8) hours is inclusive of a thirty (30) minute duty-free lunch period.

b. For all Early Education Center teachers, their wages are inclusive of and recognize the professional duties performed on or off-site.

3.3 DACE Teachers: Adult Education employees shall be at their assigned duty station at least ten (10) minutes before the first daily class or other assignment begins, shall remain at their assigned duty station at least ten (10) minutes after the last class or other scheduled period of work ends and shall also remain on-site beyond the minimum on-site hours as reasonably necessary to perform duties described in Section 4.0, below.

3.4 Teachers Librarians: Teacher Librarians shall have a scheduled minimum on-site obligation of sufficient duration that they can personally keep the library open to students one-half hour before and after the normal full pupil day for the school. Teacher Librarians shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for Teacher Librarians.

3.5 Non-Classroom (Non-Register Carrying) Teachers and Support Service Providers: For purposes of this Article, the term "non-classroom (non-register carrying) teacher," paid on the Teacher Preparation Table (T table), refers to those full-time employees whose classroom teaching assignment, if any, is fewer than three periods per day in secondary, or less than half-time in elementary. For "support service providers," the term refers to those employees paid on the Special Services Table (D table), assigned to a school site, region or central office and/or any non-school based location.

a. School Based – Direct Services to Students (T table): Non Classroom (Non-Register Carrying) teachers and counselors assigned to a school site and paid on the Preparation Salary Table, providing direct services to students, including but not limited to School Counselors, ~~A-G Counselors~~, Arts Itinerant Teachers, Dean of Students, Intervention Teachers/Interventionists, and Restorative Justice Teachers, who do not

receive any extra pay/differential for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments, shall observe on-site hours which are to be not less than the hours observed by the teachers at the site, and remain on-site as necessary to perform the assigned duties of the position and the professional obligations of Section 4.0 which are appropriate to their work. These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers' responsibilities.

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

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

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

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

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

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

to utilize benefit time for any time beyond the on-site hours observed by classroom teachers at the site.

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

c. Non-School Based (T table): Non-Classroom Teachers assigned to a region or central office and/or any non-school based location, paid on the Preparation Salary Table, including but not limited to ~~A-G Counselors~~, Arts Advisers, Community School Coaches, Literacy Advisers/Experts, Math Advisers/Experts, Program Specialists, and Restorative Justice Advisers, are to have a daily scheduled on-site obligation of eight hours (exclusive of duty-free lunch).

d. School Based – Support Service Providers (D table): Support service providers paid on the Special Services Salary Table assigned to a school site, including but not limited to Pupil Services and Attendance Counselors (PSA), Psychiatric Social Workers (PSW), A-G Counselors, Related Services Itinerants, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). Employees with eight-hour assignments may work one hour off-site to document, download and analyze data, update intervention plan; and fulfill other duties as needed. It is also understood that employees may have to work onsite for eight hours when necessary to complete the obligations of their assignment.

In alignment with School Based – Non-Classroom personnel (e.g. School Counselors) performing direct services to students as outlined in section 3.5 a. above, School Psychologists shall observe on-site hours which are to be not less than the hours observed by the teachers at the site, and remain on-site as necessary to perform the assigned duties of the position and the professional obligations of Section 4.0 which are appropriate to their work. These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers' responsibilities. The on-site obligation of School Psychologists will become effective upon signing of this Agreement and approval by the Board of Education.

e. Non-School Based – Support Service Provider (D table): Support service providers paid on the Special Services Table assigned to a region or central office and/or any non-school based location, including but not limited to Pupil Services and Attendance Counselors (PSA), Psychiatric Social Worker (PSW), Organizational Facilitators, and System

of Support Advisers (SOSA), are to have a daily scheduled on-site obligation of eight hours (exclusive of duty-free lunch).

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

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

3.6 Pupil-Free, Minimum and Shortened Days: The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil-free days, and is also to be observed on minimum days and shortened days unless early dismissal of staff is authorized by the immediate administrator.

4.0 Other Professional Duties: Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities and organizations; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of District property, equipment, material and supplies; and attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.

4.1 Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be furnished by each classroom teacher upon request from the teacher's immediate administrator. No special format for a lesson plan shall be required.

4.2 All duties required of each employee including shall meet the test of reasonableness, and shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school or center to minimize significant impact to the employee's core duties and workday.

a. Supervisory duties assigned to non-classroom staff shall be assigned in accordance with Section 4.2 above.

4.3 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. In secondary schools, under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. These meetings should not, except in special circumstances or emergencies, exceed one hour in duration. Agendas for faculty meetings are to be distributed twenty-four hours in advance, and employees shall be permitted to propose agenda items. Employees shall be permitted to participate in discussions during the meetings. If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed.

4.4 Meeting on the Two Pupil-Free Days: Site administrators shall make a reasonable effort to limit required meeting time on the two pupil-free days (see Section 10.0c.) in order to provide time for class and room preparation. Such meetings are not to exceed 3 hours each day total unless a majority of the involved faculty consents.

4.5 Required Orientation In-Service for Teachers: Pursuant to California Code of Regulations 80026.5, classroom teachers serving on a full-time emergency permit shall attend two (2) 8-hour days of unpaid orientation in-services prior to the commencement of their first full-time teaching assignment as authorized by the emergency permit. Such employees who cannot attend the required in-service prior to beginning their teaching assignment shall attend the next scheduled UTLA/District sessions for an equivalent amount of time on an unpaid basis. Emergency permits for such employees cannot be renewed unless the above orientation in-service requirements are met. Required topics for the in-service shall incorporate state requirements and District priorities. Training shall be conducted by QED-C trained personnel or other personnel using QED-C developed modules in District-wide, cluster, complex, or school meetings.

5.0 Duty-Free Lunch: Each employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator.

5.1 The normal elementary lunch break shall be not less than 30 minutes and not more than 45 minutes (of which 30 minutes are duty free). Any lunch break longer than 45 minutes shall require agreement between the site administrator and a majority of the staff. The UTLA Chapter Chair is to assist in determining the desires of the staff.

6.0 Secondary Preparation Period: Each regular full-time secondary classroom teacher (including full-time CTE teachers and Teacher Librarians) shall be assigned five scheduled class periods weekly as preparation

periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to Article XIV, Sections 25.0 and 28.0. Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.

7.0 Elementary Preparation Period: Each regular elementary classroom teacher shall be provided with a daily period of preparation of 27 minutes within the minimum on-site obligation (17 minutes before school, 10 minutes after school). In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where a majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay; provided, that additional pay shall not be authorized for any of the following:

a. Supervision reasonably assigned on inclement weather schedule

b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or

c. Supervision of the teacher's students to and from the classroom; or

d. Any normally assigned basic duties apart from the above described non-classroom supervision.

7.1 Educators shall utilize Elementary and Secondary preparation time for professional duties including those listed in Sections 4.0, 6.0 and 7.0 above. Any period-by-period training or meeting conducted by administration shall count towards the 30 faculty meetings outlined in section 4.3 above. Period-by-period training conducted by administration and a faculty meeting shall not be held on the same week except under emergency circumstances.

7.2 The above rules are applicable to regular elementary programs. Elementary teachers who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary program the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the basic elementary rules; those teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.

7.3 Elementary Supervision Time: Except as provided below, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrivals/departure) during recess or lunch, or during the period of time following the 10 minute preparation period at the end of the school day. In situations where the above-assigned personnel are not available to cover the supervision, or other compelling circumstances exist, classroom teachers may be assigned such duties on a rotating basis but such assignments and pay shall be as provided herein, below.

a. The additional pay shall not be authorized for non-classroom teachers or for any of the following situations involving classroom teachers:

(1) Supervision reasonably assigned on inclement weather schedules;

(2) Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);

(3) Supervision of organized student activities and student organizations;

(4) For teachers who have a "T+" or coordinatorship differential which covers the supervision duties (provided that, in such cases, the District shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);

(5) Supervision of the teacher's students to and from the classroom; or

(6) Any normally assigned basic duties apart from the above-described non-classroom supervision.

b. Assignment and Pay for Supervision: Commencing at the start of any school year, elementary teachers shall be permitted to place themselves (on a voluntary basis) on a "first call" list for paid supervision duties as needed, with the understanding that such services will be paid at

the Extended Teaching Assignment hourly rate (Appendix E, Section 6.0). If from time to time the demand for paid supervision exceeds the capacity of the volunteer "first call" list, the remainder of the teachers will be subject to assignment on a rotating, non-voluntary basis, but will be paid at the individual's own regular rate of pay.

c. The above rules are applicable to regular elementary programs. Elementary teachers, who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary situation the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the above basic elementary rules, and the teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.

8.0 Additional Special Education Non-Classroom Time: Resource Specialist Teachers and Special Day Class teachers have supervisory responsibility for each student's total instructional program throughout each school day. The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and IEP requirements, the District shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers and preparation/conference by:

a. Integrating (mainstreaming) the students into regular classes and/or

b. Arranging for team teaching or other flexible scheduling of students within the Special Education program at the site. Such additional time is not guaranteed, but if provided, is to be in addition to the preparation time specified in Sections 6.0 and 7.0 above. Administrators shall make a reasonable effort to schedule a number of shortened days to accommodate some of the IEP conferences which Special Education teachers attend.

9.0 Variations and Experimental Situations: It is not the desire of UTLA or the District to discourage reasonable experimentation with school schedules which may vary from the above-described normal patterns. However, affected employees and UTLA shall be consulted with respect to any such variations prior to implementation and approval of a majority of the faculty shall be obtained.

10.0 Work Year: Employees may be assigned or reassigned to any of the following bases of assignment, provided that such change in assignment basis shall not be made for the purpose of depriving employees of holiday or accrued vacation benefits:

Article IX – Hours, Duties, and Work Year

Certificated Assignment Days

(Not applicable to Adult and Substitute Teachers)

NOTE: The following chart is for information only.

BASIS	ASSIGNED DAYS	PAID WORK DAYS*	PAID HOLIDAYS/ NON-WORKDAYS	PAID DAYS
A	261***	248**	13	261***
B	221	197	24	221
C	204	182*	22	204
E	234	210	24	234
K	214	192	22	214

*Includes 2 pupil-free days, as applicable.
**Includes vacation days and may increase by one day on leap years.
***May increase by one day on leap years

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

A From July 1 to June 30, inclusive.

B 221 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent of Schools or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible B Basis", the 221 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular B Basis.

C 204 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible C Basis," the 204 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular C Basis.

E 234 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.

K 214 days, excluding Saturdays and Sundays, but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.

X Periods of assignment, as needed, not otherwise defined herein, including assignments in substitute, temporary, and relief status and the unclassified service). For use when an employee is not performing regular duties or when the employee is performing regular duties and the assignment is 10 working days or less.

Z The period between the ending date of an employee's assignment basis in one school year and the beginning date of the regular basis for the following school year, the periods of unassigned time, or the intersession periods for year-round school employees. This is restricted to employees having regular status in other than A-Basis positions. For use when an employee is performing regular duties and the assignment is more than 10 working days.

Article IX – Hours, Duties, and Work Year

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

11.0 Special Provisions

a. Nurses:

(1) The District shall provide an in-service training program, or permit attendance at an accredited institution in order to help nurses meet their licensing renewal requirements. Such a program will be partially on a released time basis and partially after-hours.

(2) If a nurse's scheduled duty-free 30 minute lunch break is interrupted for emergencies or special situations (see Section 5.0 above), compensatory time shall be granted or the lunch period extended so that the situation is handled in an equitable manner.

(3) If nurses are required to work outside of their assigned annual basis, they must be granted compensatory time off, or paid for the time at their regular rate.

b. Special Education:

(1) Resource Specialist teachers shall not be assigned to teach or cover regular or Special Day Classes except in emergency situations of a non-recurring nature or as part of a plan to provide additional non-classroom time pursuant to Section 8.0 of this Article.

(2) The District shall, in accordance with applicable statutes, provide staff development training to regular-program teachers who teach Special Education students. Such staff development training shall be treated as a priority purpose for use of the existing allocation of minimum or shortened days.

(3) Special Education personnel who have been directed to be available at a given time for additional days of employment shall be informed as to confirmation or cancellation 30 calendar days prior to such additional employment.

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

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

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

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

(1) Not be assigned adjunct duties (coordinatorships, coaching, auxiliary periods, activity assignments, etc.), and are to be exempt from "roving" assignments (see Article XXII, 11.0);

(2) Be exempt from "traveling" assignments, i.e. teachers assigned to teach in more than one classroom per day; and

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

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CC 4/12/26

UTLA Proposal 2-21-25
District Counter 5-19-25
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Counter 10-7-25
District Counter 10-21-25
UTLA Counter 10-27-25
District Counter 11-03-25
District Counter 11-20-25 revised 3-2-26, 4-1-26, 4-11-26

ARTICLE IX-A

ASSIGNMENTS

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

2.0 Uniform Staffing Procedures For All K-12 Schools:

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

b. Requests: Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) using a teacher preference form or other locally determined method.

Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

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

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

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

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

(1) Grade Levels:

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

(ii) After the site administrator indicates the positions available for otherwise qualified

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

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

(2) Classes: The site administrator shall assign all teachers at these sites to classes.

(3) Sections 2.1 and 2.2 apply in the circumstances described therein.

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

(1) Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the

major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests.

(2) Classes: Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, in a fair and equitable manner, taking into account seniority, qualifications and educational program needs.

(3) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein

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

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

(1) Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.

(2) The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and finding.

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

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

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

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

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

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

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

3.0 Department and Grade Level Chairpersons:

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

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

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

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

b. With respect to regular program dean positions, determination as to whether there shall be such a position shall be made by the school site administrator in consultation with the Local School Leadership Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 Coordinator Selection Procedure at School Sites:

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

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

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

c. Post-Election Procedures:

(1) If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)

(2) If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school. The site administrator and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is

selected will serve for up to two years except that the initial term shall be limited to one year.

(3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two-member team from the District/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.

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

(1) Coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency.

(2) A certificated SIS Coordinator in Adult School shall be subject to confirmation elections.

7.0 Dean Election Procedure at School Sites

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

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

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

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

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

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

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

a. Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term.

b. Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 6.0 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment.

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

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

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

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

a. Those serving in positions that require direct instruction or supervision of students for at least 50% of the working time;

b. An incumbent named in a grant and whose compensation is a least 50% funded by that grant;

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

d. If a situation arises due to unanticipated retirement, resignation or termination and there is only one incumbent remaining at that unit location, that incumbent may serve one additional year beyond the five year limit;

e. An incumbent in a situation where there is no other open bargaining unit position that he/she is able to assume;

f. Support Services personnel serving in the Division of Adult and Career Education Occupation Education Program for adults with disabilities;

g. Adult and Career Education (DACE) exception – after an employee in a non-school non-classroom position has served a full five year term, the position will be announced and the incumbent may reapply. A panel composed of 50% District and 50% UTLA members will conduct a selection process and list the three (3) top candidates in unranked order. The DACE Superintendent will select from the top three (3) candidates on the applicable lists; and

h. Any other exceptions if mutually agreed to by UTLA and the District.

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

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

12.0 Uniform Staffing Procedure for Itinerant Assignments: Dependent on the administrative structure of the itinerant department, the District shall provide UTLA Chapter Chairs, who represent itinerant employees as outlined in Article IV, Section 8.3, and itinerant employees with a tentative list of available positions by program for the upcoming school year by region and/or supervisory area ~~or programs/regions/Local Districts/administrative/supervisory areas~~ prior to the distribution of the preference form, however the parties acknowledge that the tentative list is based on projections and therefore subject to change. The tentative list shall be provided at least ten (10) working days prior to the date that itinerant employee preference forms are distributed, and no later than April 15th of each academic school year. The tentative list should include the region, and/or supervisory area, program/department, qualifications (e.g. certifications, credentials, authorizations, licenses, training) and the assignment basis.

Chapter Chairs, as outlined in Article IV, Section 8.3, for each itinerant program shall be provided a seniority list indicating the seniority date and credentials of the employees within that program/department. Prior to the assignments for itinerant employees, the supervisor and Chapter Chair of each itinerant program shall collaborate in developing a preference form for employees to make a request for an assignment, and discuss the process to be used in accordance with this section (Article IX-A, 12.0).

Supervisors shall then assign itinerant employees in order of seniority considering other factors such as District/program need, continuity of services, geography, distance between multiple work locations and the unique/area expertise of the service provider. The only exception shall occur when the supervisor reasonably determines with written documentation that any specific assignment is not in the best interest of the education program. Upon request, written documentation shall be provided to the employee. ~~If the exception determination is disputed, the employee may appeal the initial assignment to the Department Head or designee for final resolution of the matter.*~~

Effective with the 2026-2027 school year, the District shall make every effort to notify employees of their assignment including region and/or supervisory area and work location(s) ~~changes~~ no less than one (1) week prior to the last day of instruction with the understanding that such assignments are tentative and subject to change. Prior to employees receiving their tentative assignment, the administrator shall review with the Chapter Chair. In the case of a dispute to the tentative assignment *, the dispute shall be resolved pursuant to the procedures of Article V-A and as outlined in Appendix [redacted] following the employee's notification of their tentative assignment.

~~Every reasonable effort will be made to provide employees with the location(s) of their tentative assignment prior to the end of the employee's assignment basis but no later than June 30th with the understanding that the location(s) are also subject to change.~~

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

*Refer to the parties' "Itinerant Assignment Dispute Resolution Pilot Process" MOU in Appendix [redacted].

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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 form the next scheduled faculty meeting.

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 (LSLC) pursuant to Article XXVII, Section 2.4. If the banked time professional development as noted above is school determined and intended for educator planning, the LSLC will determine the protocol for evidence of participation and planning in alignment with the instructional initiatives outlined in section 1.0 of this Article (e.g. providing a sign-in and meeting agenda). Any such program or activity, including transportation, must be cost neutral to the District. 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

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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

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written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. Whoever was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results, and distribute same to the Local School Leadership Council (if the program was provided at the school), the working committee which has responsibility for the subject matter, and the Professional Development Advisory Committee.

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

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

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

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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~~ Chief of School Operations, or designee 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 be notified within five work days of the general nature of the allegations, the year in which the alleged incident triggering the reassignment occurred, and the category of the alleged victim, i.e. student, employee, school-related adult, or other community member.

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. Should the District anticipate the investigation continuing beyond the goal of (90) work days, the district will notify the employee and UTLA and provide a reason(s) for the delay no later than five work days prior to the 90th work day. This requirement regarding notification of delay and reason for delay does not apply to (1) investigations involving law enforcement, (2) investigations pending

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disposition of a lawsuit in which the unit member and the district are party litigants, and (3) investigations under the jurisdiction of the Office of the Inspector General.

a. For investigations conducted by SSIT, the clock for 90 work days begins to run on the date of receipt by SSIT of a request to investigate.

5.0 Notice of Completion of Investigation: ~~Within 15 work days following~~ Upon the completion of the investigation~~,~~ conducted by SSIT, the district shall furnish a notice to the employee apprising the employee of the completion of the investigation. ~~.~~ ~~t~~The District will determine next steps, and notify the employee of the results of the investigation and of any impacts upon their reassigned status. No fewer than five work days prior to issuance of any discipline, a written summary of the allegations and alleged policy violations shall ~~be provided to the employee.~~ The District shall inform the reassigned employee of any proposed discipline within thirty (30) work days of the issuance of the written summary. 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. To the extent possible, employees who are expected to report to their assignment on the first day of school shall be notified at least three weeks prior to the beginning of school year.

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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: In support of the evaluation process, 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, and upon the request of an employee, the administrator may assign to an evaluator at the school site who holds the same credential. If unable to accommodate the request, a reasonable effort will be made to consult with an administrator who holds a credential or certification within the subject and/or content area of the employee being evaluated, but the immediate administrator 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.

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. Comments solely about an employee's number of absences, as long as the absences are within the annual credit of absence hours in accordance with Article XII, Section 12.3 or verified as a protected leave/absence, shall not be included in the employee's final evaluation at the section entitled Professional Responsibilities, Attendance.

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 a summary of the incident(s) that led to the issuance of the ISR. 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.

District Proposal: 3-24-25
UTLA Counter: 4-1-25
District Counter: 4-28-25
UTLA Verbal Counter: 8-20-25
District Counter: 11-20-25 revised 3-2-26, 3-24-26

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ARTICLE X-A

DISCIPLINE

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

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

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

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

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

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

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3.0 Notices of Unsatisfactory Service or Act, and Suspension

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

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

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

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

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

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

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organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to the employee (and representative, if any) the discipline to be imposed and immediately confirm it in writing on the appropriate District form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

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

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

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

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

5.0 Accountability for Quality of Performance:

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

(i) Voluntary bargain unit member-initiated transfers including employee-initiated transfers for employees time reported from central or regional locations and Early Education Centers;

(ii) Mentor Service (See also Article XXVI, Section 4.0);

(iii) Coordinator, dean or department chair positions;

(iv) Summer session ~~and/or intersession~~

(v) Permissive leaves;

~~(vi) Exchange of track assignments or exchange days; or~~

(vii) Auxiliary periods and other auxiliary services involving extra-pay for extra work, but excluding coaching and activity assignments.

6.0 Suspension or Reassignment Due to Mental Incompetence: The District shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.

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

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

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

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

ARTICLE XI

TRANSFERS

1.0 Transfer Defined: As used throughout this Agreement, the term "transfer" refers to a change of a contract employee's assigned school or time reporting location to another school or location, without changing the employee's classification of employment.

1.1 Types of Transfers: Generally, transfers are either teacher initiated (voluntary) or administrative (normally involuntary and District-initiated).

1.2 Limitations: Teacher-initiated transfers from any one school site in any school year may, at the discretion of the District, be limited to 10% of the employees, or three employees, whichever is greater.

1.3 Compliance with SB 1665 (Scott Bill): Notwithstanding any other provision of this Agreement:

a. All voluntary transfers of teachers to a K-12 school ranked in deciles 1 to 3, inclusive, on the Academic Performance Index shall comply with section 35036 of the Education Code.

b. No priority will be given to a request for a voluntary transfer by a certificated person after April 15 of the school year prior to the school year in which the transfer would become effective if other qualified applicants have applied for positions requiring certification qualification at the receiving school.

2.0 Administrative Transfers: The District may, for any reason not prohibited in the balance of this Article (including the incorporated Appendices) transfer employees when such action is deemed to be in the best interest of the educational program of the District. Whenever possible, the employee shall be notified and counseled regarding the transfer, and written reason(s) for such transfer shall, upon the employee's request, be supplied to the employee.

2.1 Mediation Process:

2.1.1 Mutual Agreement Mediation

a. Within five (5) days after receiving notice of an administrative transfer, a unit member or the Union may request in writing a 30-day mediation period prior to the transfer taking effect. Mediation will occur only upon the mutual agreement of the parties, except as provided in section 2.1.2 below.

i. In Special Education, the least senior teacher in the over-teachered subject field shall be permitted, upon request, to change subject fields at the site within Special Education and thereby cause the displacement of another teacher in the other subject field who has less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:

(1) Possesses the requisite specified subject credential in the second subject field;

(2) Must have taught, or practiced, in the second subject field or program without having received a Notice of Unsatisfactory Service or a Below Standard Performance Evaluation; and

(3) Must, in the reasonable judgment of the site administrator, be qualified to teach in the second subject field or program.

In addition, a displaced Special Education teacher may be reassigned to an opening outside of Special Education at the same site, but only if the displaced teacher is properly credentialed and previously served in the regular non-Special Education program at that same site immediately prior to taking the Special Education assignment.

j. After one calendar year, the displaced Special Education teacher who was so reassigned shall have return rights to a Special Education opening at the site for which the teacher is qualified.

6.1 Displacement – Non school-based Support Service Personnel and Driver Safety Instructors: In any situation where a unit of geographic area or office-based support service personnel or Driver Safety Instructors is deemed over-staffed, displacement and transfer to another geographic area or office shall be by District seniority unless the responsible administrator determines that a special need exists analogous to 6.0c.

6.2 District Seniority Number: The seniority number for each employee includes a six digit number representing the year, month and day (660912 = September 12, 1966) on which the employee began probationary employment. The date of probationary employment shall be the actual beginning date of the probationary assignment and not any date of a substitute or temporary assignment which was later deemed to be probationary service for purposes of acquiring permanent status. Each number is followed by a five digit random number. Such random number consists of the last four digits of the employee's Social Security number reversed followed by the sum of the two preceding numbers. When such sum is two digits, the second digit is used. The combination of the date number and random number provides the seniority number. When comparing two employees with the same employment date, the employee with the smaller employment number is deemed to be the senior. Seniority numbers are a matter of public record. The following employees with no seniority number shall be ranked by seniority based upon first date of contract

teacher in the over-teachered subject field has at least ten years of District seniority, the teacher shall be permitted, upon request, to change subject fields and thereby cause the displacement of another teacher in the other subject field who has at least five years less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:

(1) Must have taught in the second subject field the equivalent of at least six periods during the most recent six semesters without having received a Notice of Unsatisfactory Service or a below standard performance evaluation;

(2) Either possesses the requisite specified subject credential or a general secondary credential with a college major or minor or an advanced Degree in the second subject field; and

(3) Passes the District's examination in the second subject field, if requested by the administrator.

d. District identified disabled teachers assigned to facilities designed for the purpose of accommodating a District identified disability will not be displaced except where the teacher may be displaced to another facility which may reasonably accommodate the identified disability.

e. [Hold]

f. Bilingual teachers teaching in Bilingual Master Plan programs (See Article XI-B) are exempted from displacement, provided they possess Bilingual Certificate of Competence, or "A" Level (high level of proficiency in conversation, reading and writing), or the "B" Level (high level in conversation, satisfactory in reading and writing).

g. Where displacement is required by this Section but each of the teachers within the applicable subject field or elementary school group is exempt from displacement by virtue of some other provision of this Article XI – Transfers Section, the teacher with the least District seniority will be reassigned to another school in the same geographic area.

h. Part-time contract employees described in Article XIII, Section 1.2 (as distinguished from teachers on Half-time Leave and Reduced Workload Leave) shall have no transfer rights. In regard to displacement, such teachers shall have no seniority rights and they shall be retained at a school where a full-time teacher is displaced only when the part-time teacher possesses special instructional skills or qualifications needed by the pupils and the educational program in the school not possessed by a teacher who would be available to fill the need.

b. The District shall respond in writing within five (5) days of such a request as to whether it will mutually agree to the mediation. If the District agrees, the 30-day period shall commence on the date of the District's response. The District's decision not to agree to mediation shall be final and not subject to further review.

c. If the District does not agree to mediation, the unit member or the Union may proceed pursuant to Article V (Grievance Procedure), provided that a grievance must be filed at Step One within 15 days of the District's decision. (Article V, section 8.0.)

d. If mediation occurs but does not result in resolution of the issue(s), the unit member or the Union may proceed pursuant to Article V (Grievance Procedure), provided that a grievance must be filed directly at Step Two within 15 days of the conclusion of mediation. (Article V, section 9.0.)

2.1.2 Mandatory Mediation

a. Mediation shall occur if a written request by UTLA, filed within ten (10) days after a unit member receives notice of an administrative transfer, alleges that the proposed transfer occurred for reasons related to the exercise of protected Union activity. In this case, the 30-day period shall commence on the date of the request.

b. If mediation does not result in resolution of the issue(s), the Union may proceed pursuant to Article V (Grievance Procedure), provided that a grievance must be filed directly at Step Two within 15 days of the conclusion of mediation. (Article V, section 9.0.)

2.1.3 General Provisions

a. Confidentiality: In order to encourage a professional and harmonious mediation regarding the proposed transfer, it is agreed that from the time a mediation request is filed until the mediation is concluded, neither UTLA, the District nor the unit member shall make public the proposed transfer, the mediation, or information regarding the proposed transfer. This prohibition is not intended to restrict normal interviewing of individuals involved and other necessary preparation for mediation.

b. Mediator(s) shall be jointly agreed upon by UTLA and LAUSD or secured through the California State Mediation Service, on a case by case basis. Any costs of the mediator shall be shared equally by the parties.

3.0 [Hold]

4.0 [Hold]

5.0 Voluntary Teacher-Initiated Transfer Program: All appropriately credentialed probationary or permanent teachers are eligible to apply to any school (including ~~year-round schools or~~ magnets) in the district where the transfer, Rodriguez compliance, Bilingual Master Plan needs of the receiving or sending school or the instructional program needs of the sending school (except for transfers to Magnet Schools, where the sending school may delay such transfer until the end of the current semester/track or until a suitable replacement is assigned, whichever occurs first). Transfers under this section must meet the above criteria but will not be effected without the voluntary approval of both the employee and the site administrator of the receiving school (or site selection committee in those schools with staff selection rights). Such approval lies within the discretion of both parties and transfers under this section are not subject to the grievance procedure.

6.0 Displacement - Over-teachered Schools: An over-teachered condition exists when there are more qualified teachers than positions at a school or within a program or subject field at a school, or when a program or subject field is reduced, eliminated or moved from a school. When an over-teachered condition exists, the following procedures apply.

a. The local school administrator shall reasonably determine whether and in what program/subject field the over-teachered condition exists and shall inform the faculty of the number of positions being eliminated. (Note Article XVIII, Sections 1.1 to 1.3)

b. An employee may agree to be displaced when an over-teachered condition exists. Such displacement requires the concurrence of the employee and the current principal, may be effected without a current transfer request on file, and shall not affect the employee's right to request a subsequent transfer. Such displacement carries no right to return to the home school. Such a teacher must accept all conditions for displacement and assignment which would have applied to other teachers being displaced.

c. In elementary schools and programs such as Early Education Centers, Development Centers and ungraded programs, all teachers in the program at the site shall be deemed a single group for displacement purposes. In secondary schools, and in Special Education wherever located, displacement shall be by program/subject field and the program or subject field in which a teacher is considered for displacement purposes shall be the one in which the teacher has taught for the major portion of teaching time during the employee's most recent six semesters of regular classroom teacher experience. Within the above categories of employment, when there is an over-teachered condition, the teacher with the least District seniority (see Section 6.2 below) will be displaced unless it is reasonably determined at the discretion of the immediate administrator that such teacher possesses special instructional skills or qualifications needed by the pupils and the educational program at the school and not possessed by another teacher available to fill the need. Additional provisions for Special Education teachers are set forth in paragraph j. below. In a secondary school or program, if the least senior

service within their employment status and then employment status shall be ranked as follows: Provisional are to be deemed least senior, then Temporary Contracts, then University/Individualized Interns. Ties will be broken within status by establishing a tiebreaker number for each employee, using the same method as is used for District Seniority Number.

7.0 District-wide Transfer List: The District-wide Transfer List is a pool of employees who are to be deemed available, due to various reasons indicated in this Article, for transfer to any District school or geographic area, to meet District needs in accordance with faculty balance guidelines established in the Teacher Integration Program. The following employees shall be placed on the District-wide Transfer List:

a. All teachers returning from leaves of absence which do not include the right to return to a specific location;

b. All teachers displaced from a school due to an over-teachered situation;

c. [HOLD]

d. Any teachers placed on the list pursuant to any other provisions of this agreement.

7.5 Contract Waivers: All teachers who are awarded probationary contracts which include a waiver statement are subject to an initial assignment to meet District needs and are thereafter subject, by reason of the statement, to one transfer to meet District needs.

~~8.0 Medical or Hardship Exemptions - General: Employees transferred administratively or involuntarily, including those assigned from the District-wide List, may file an application for exemption from mandatory transfer based upon hardship or medical grounds. Compliance with approved criteria must be established, and the application form must be filed within the timeline specified by the Personnel Division. Application for exemption may not be filed until the formal assignment letter has been received. Pending disposition of the Application for Exemption, employees are required to report to the location to which assigned. Where medical or hardship exemptions are approved, the employee will be subject to transfer to a location consistent with the reason for which the exemption was granted. If at any time it is determined that an exemption has been sought or granted based upon material misrepresentation or falsification, the employee is subject to disciplinary action by the District, cancellation of the exemption and/or immediate administrative transfer. All exemptions granted are subject to periodic review by the District to determine whether the original need persists.~~

~~8.1 Hardship Appeals: The hardship appeal procedure is for the purpose of resolving written hardship claims filed by employees. The District and UTLA shall jointly select and retain a professional hearing officer who shall be a member of the American Arbitration Association's Labor Panel and who shall be compensated by the District and UTLA equally. UTLA and the District shall each~~

designate a representative to assist in the hardship appeal process. The hearing officer and the respective appointed representatives will serve as members of the Hardship Appeal Panel which shall be chaired by the hearing officer.

8.2 The panel shall have responsibility for evaluating the claim of each teacher who files a written declaration of hardship. Based upon this evaluation, the panel will have the authority to approve or deny a request for exemption from a particular mandatory transfer or to convene a hearing. At the conclusion of any review or hearing, the panel shall file its decision as soon as possible. The hearing officer shall subsequently prepare a written report of findings, conclusions, and the decision. The decision shall be final and not subject to further appeal or to the grievance procedures of Article V. The Personnel Division shall make assignments based upon the decision of the Panel and shall notify employees regarding such assignments. Employees are required to report to the location to which assigned or reassigned pending final disposition of the hardship claim by the Hardship Panel and the Personnel Division.

8.3 Administrative procedures and criteria for implementation of this hardship appeal process have been established. Appeals will be processed as expeditiously as possible. Procedures and criteria for hardship exemptions will be reviewed periodically. Hardship exemptions which are approved shall be reviewed at regular intervals to be determined by the Personnel Division. Reports of the disposition of all claims shall be provided to the Board of Education.

8.4 Medical Appeals. This medical appeal procedure is for the purpose of resolving claims based upon medical grounds filed by individual teachers for exemption from assignment or reassignment. The procedure includes a District medical decision by the Employee Health Panel based on medical criteria, and a hearing of an appeal from such decision by the Medical Appeal Panel if requested by the employee. For purposes of conducting hearings of appeals from District medical decisions, the District and UTLA shall jointly select and retain a professional hearing officer who shall be a member of the American Arbitration Association's Labor Panel and who shall be compensated by the District and UTLA jointly. The District and UTLA shall each designate a representative to assist in the medical exemption appeal process. The hearing officer and the respective appointed representatives will serve as a Medical Appeal Panel chaired by the hearing officer. The Medical Appeal Panel shall have responsibility for hearing the appeal of each employee who files a written request for appeal from the Employee Health Panel decision. Based upon this hearing the Medical Appeal Panel will have the authority to sustain or reverse the Employee Health Panel's decision concerning the employee. At the conclusion of the hearing the Medical Appeal Panel shall make known its decision as soon as possible and the hearing officer shall prepare a written report of findings and conclusions. The decision shall be final and not subject to further appeal or to the grievance procedures of Article V.

8.5 Applications for medical exemption shall be processed as expeditiously as possible. Procedures for processing applications shall include, but not be limited to:

a. A written request for medical exemption shall be forwarded to the Employee Health Coordinator by the applicant who shall then be furnished with an application form.

b. The application shall be submitted to the Employee Health Coordinator by the applicant. The applicant shall be responsible for the submission of a written report concerning the applicant's medical condition from the applicant's physician(s) to the Employee Health Coordinator.

c. A review of all medical data shall be conducted by the Employee Health Panel including, where necessary data provided through additional medical examination, consultation, and evaluation of the applicant. The medical criteria to be applied are whether the employee has demonstrated (1) a chronic condition which has required some life adjustment accompanied by prolonged and continuing treatment, (2) the transfer would be seriously detrimental to the employee's health, and (3) the condition would prevent the teacher from reporting to and/or performing regularly assigned duties at the other location.

d. The Employee Health Panel shall render a decision regarding the applicant's request for medical exemption. Notification shall be sent to the applicant and to the Personnel Division by the Employee Health Coordinator regarding disposition of the exemption request. This notification shall set forth express grounds for denial of a request which has been disapproved.

e. The Personnel Division shall make assignments based upon the decision of the Panel and shall notify employees regarding such assignment. Employees are required to report to the location to which assigned or reassigned pending final disposition by the Medical Appeal Panel and the Personnel Division.

f. A written request for appeal from the Employee Health Panel's decision may be filed by the applicant. Such requests must be received by the Employee Health Coordinator within thirty days from the date of the Employee Health Panel's decision.

g. If an appeal is filed, there shall be a hearing conducted pursuant to Section 8.4 above.

h. If directed by the Medical Appeal Panel, there will be an adjustment of the applicant's assignment. Adjustment means assignment to a location consistent with the reason for which the exemption was granted.

8.6 All information listed above shall be available to the Medical Appeal Panel at the hearing, provided the claimant authorized release of medical information. Both the District and the applicant shall have the opportunity to present medical evidence and/or testimony. The application, attachments, and all medical information subsequently requested shall be considered to be

~~confidential medical information and will be retained by the Employee Health Coordinator. The applicant shall certify that all information contained in the application is true and correct to the best of the applicant's knowledge.~~

9.0 Employee Initiated Transfers - Employees Time-reported from central or regional locations: Any permanent Health and Human Services employee assigned from the central office, ~~Local District~~ Region office, service center or nursing services area, who has served in paid status for at least 130 days each year for three consecutive years at the same central or regional location from which transfer is sought may apply for a transfer.

9.1 A limit of two locations may be requested. Applications shall be submitted on a District form which shall be available at each location. Applications shall be signed by the employee's immediate administrator and filed with the appropriate office. All applications shall be filed prior to a closing date to be announced each year. All applications shall be valid for one year only unless withdrawn, changed, or renewed by the applicant. Changes to the application may only be made once each year.

9.2 The administrator of the office to which the application is made shall acknowledge in writing to the employee receipt of the application. The appropriate administrator shall prepare a master list of anticipated vacancies for the locations served. This list shall be posted at all locations and copies made available to personnel upon request at least one week prior to the last date to file an application for transfer. Prior to April 1 of each year, the appropriate offices shall provide each location they serve with an updated list of employees who have on file a current transfer application.

9.3 When a vacancy occurs, the immediate administrator shall invite each applicant to make an appointment within ten (10) working days to meet and discuss the possible transfer. At least half of the positions at each location as they become available will be filled as follows:

a. Top priority shall be applicants who have not been granted a requested transfer for two (2) consecutive years.

b. Then, if there is more than one applicant for a position, the employee with the most consecutive years at the same location shall be given priority consideration.

c. If a tie occurs, priority should be given first to time served in the same class and then to District seniority.

9.4 The administrator shall notify the appropriate offices as soon as an employee has been selected from the transfer list and the employee has either accepted or refused the assignment in writing. The administrator shall notify each applicant of the selection decision after all applicants have been interviewed and shall keep a record of all interviews. A teacher not selected will be provided, upon request within ten days, with the reasons for the selection made.

9.5 Every effort should be made to accomplish all available transfers not later than September 1 each year to become effective not later than the first day of the Fall semester. When a vacancy occurs between the first day of the fall semester and the last day of the spring semester, it shall be filled with the understanding that the employee who accepts the assignment is subject to transfer at the end of the school year if there is a current transfer application request on file by an employee with a higher priority according to the above rules.

9.6 An employee who is successful in obtaining a transfer may not submit another transfer application request for three (3) school years.

10.0 Employee Initiated Transfers - Early Education Centers: A permanent 4-hour and permanent or probationary 8-hour (including split assignments) Early Education Center employees shall be eligible to apply for transfer to an 8-hour position at another site. (See Article XXIII, Section 5.0 for provisions relating to 4-hour work opportunities.) Applications will be submitted on forms available at each Center, and must be filed at the Early Education Center Assignment Office.

10.1 A master up-to-date list of anticipated 8-hour openings will be compiled by the Early Education Center Assignment Office and posted at each work site for five working days prior to the position being filled. Postings shall include: the name and address of the work site, the proposed hours, any special skills and/or qualifications required, and a deadline for applications. An employee returning from leaves or a displaced employee may be placed in an opening without posting, or the District may permit such employees to apply and be considered for posted openings.

10.2 When an opening occurs and has been posted, the immediate administrator shall, consistent with the Teacher Integration Program (Appendix B and Section 6.0 of this Article), interview the five most senior qualified employees who have on file applications to that Center. Each interviewee shall be notified, in writing, of the selection decision. Posted openings may be filled on a temporary basis or with a substitute teacher pending completion of the selection process.

10.3 An employee who is successful in obtaining a transfer may not submit another transfer request for three calendar years. An employee who refuses an offer to a Center requested shall be removed from the transfer list to that Center and shall not be permitted to reapply to that Center for the next three succeeding calendar years.

11.0 Vacant Positions

11.1 The District shall establish daily, organized by ~~Local Districts~~ Regions, a list of schools with known "vacant positions." A vacant position shall be defined as:

a. A position from which a teacher will retire or resign.

b. A position held by a teacher on leave of absence except for leaves of one year or less for illness, sabbatical, pregnancy, or industrial injury.

c. A position which is unfilled.

d. A position occupied by a teacher whose transfer has been approved and whose assignment has been confirmed.

e. A position currently occupied by a substitute teacher except for positions held at the location for teachers on sabbatical, pregnancy, industrial or illness leave of one year or less. This list will be posted at the Certificated Placement and Assignments Office.

12.0 Return Rights

a. Displaced teachers who fit into the following categories shall have return rights as set forth below:

(1) A teacher displaced from a school between the end of one semester and the fourth week of the next semester shall be returned to the school from which displaced if by the end of the fourth week, a vacancy occurs (based on the classification report) for which the displaced teacher is the most senior displaced "match" by reason of same subject field or grade (K-6). If such displaced teacher is not a "match", the teacher may nonetheless be returned to a vacancy in a different subject under the above circumstances if:

(i) the teacher's credential permits

(ii) the teacher has some teaching experience in the subject during the preceding six semesters, and

(iii) the site administrator reasonably concludes that such a return is in the best interest of the educational program.

(2) A teacher displaced as a result of a school closure decision, reconfiguration, boundary change, or other action pursuant to Section 17.0 of this Article shall upon application be returned to the school from which displaced if before the end of the fourth week of the following fall semester a vacancy occurs for which the displaced teacher is the most senior displaced "match" by reason of the same subject field or grade level (K-6); if not a "match", the teacher must meet the criteria in (1) (a), (b) and (c) above.

b. An employee in a non-teaching assignment at a location where previously assigned as a teacher shall, upon completion of the non-teaching assignment, remain at the site as a member of the teaching staff. If the completed non-teaching assignment was at a school site or office other than the prior teaching assignment, the employee shall be returned to the previous school if there is an opening or to a school in the same geographic area. As an exception, counselors and instructional coaches returning to a classroom assignment from a school site other than the prior teaching assignment, shall be given the opportunity to remain at the site provided there is an opening in his/her credentialed field.

13.0 Voluntary Continuous Service Transfers, K-12 Program:

13.1 Teachers with permanent or continuing status may apply for transfer under this section if either:

a. The teacher has, for at least eight consecutive years immediately preceding the proposed date of transfer, served at one or more locations currently designated as a Title I or Urban Impact I School, or

b. The teacher has, for at least four consecutive years immediately preceding the proposed date of transfer, served at a location not currently designated as Title I or Urban Impact I but is willing to transfer to a Title I or Urban Impact I school.

For the purposes of this section, a year is defined as 134 days of service. Time spent on formal leaves shall not count as time served, but shall not constitute a break in service.

13.2 Application forms will be available on February 1 and must be filed by April 1 at an office designated by the District. Applications are valid for transfer for the following school year only (July 1 through June 30).

13.3 Transfer applicants must make themselves available for transfer to at least two geographic areas by ranked preference, but may make themselves available for transfer to more than two areas.

13.4 A Continuous Service Ranked Eligible List will be established by May 1 each year for each of the two categories identified in 14.1 above. Eligibility rank will be based solely on years of continuous service at qualifying locations as defined in 13.1 of this Section, with District seniority used to break ties. Applicants will be considered for transfer in rank order from each of the two lists. However, eligibility rank is subject to revision to comply with Section 1.2 of this Article.

13.5 Seventy-five applicants shall be transferred from category

(a) in 13.1 and 75 shall be transferred from category

(b) provided there are sufficient eligible applicants.

13.6 By May 1, the District shall establish and post in a conspicuous place in the Certificated Placement and Assignments Office a list of schools with "known vacant positions" as defined in Section 12.1 above.

13.7 Through May 15, interviews for positions are optional and may be initiated by applicants (who are placed on a Continuous Service Ranked Eligible List), by principals, or by the Personnel Division.

13.8 Between May 15 and June 1, applicants on the Continuous Service Ranked Eligible Lists who have not been placed by May 15 shall be offered assignment by the District ("must place") to a school in one of the geographic areas specified in the application. Where necessary, displacements shall be made to accommodate applicants on the two Continuous Service Ranked Eligible Lists, except at UCTP locations. All placements and displacements shall conform to the following:

a. The District shall analyze both the applicants and the known vacancies in terms of credential, subject field, grade level (K-6), and skills in an effort to find "matches" of vacancies and applicants, and place eligible teachers in such known vacancies prior to the use of displacement.

b. If there is no vacancy remaining for an eligible teacher in anyone of the requested geographic areas, the District shall displace a teacher whom it has determined to be a "match" pursuant to the provisions of Section 6.0 of this Article.

13.9 The following procedures govern offers of transfer:

a. A teacher has up to 5 (five) calendar days from the date of the offer in which to irrevocably accept or reject transfer.

b. If an applicant refuses an offer of assignment (except a temporary assignment under 13.10 below) or fails to respond within the ten calendar days, the application will be voided for that school year.

c. If a teacher accepts an assignment, then later declines or cancels for any reason, the teacher is subject to transfer to that assignment. The waiting period to apply again under the Continuous Service Transfer program shall be as stated in Section 13.1.

d. The District shall continue to make offers of transfers up to and including June 25 in order to transfer 75 teachers from each category. Immediately after June 25, the District shall supply UTLA with lists of employees transferred pursuant to this section.

13.10 Assignments made to locations identified under 11.1b or 11.1e above may be temporary. In such cases the employee will be advised at the time of offer that the assignment is temporary in nature.

13.11 An eligible teacher transferred pursuant to this section shall not be subject to involuntary displacement from the new assignment for three school years, except those teachers in temporary assignments made under 14.10 above. However, those on temporary assignments shall be guaranteed retention in the geographic area for a minimum of three years. Time spent on leaves shall be counted toward this exemption, except time spent on formal leaves of absence as the result of an unprovoked act of violence (Special Physical Injury Leave) or a bonafide Industrial Injury or Illness Leave that does not exceed 60 working days.

13.12 No transfer shall be made under this section which causes a school on the receiving end of a transfer adverse affects Rodriguez compliance.

14.0 Temporary Assignments:

14.1 Any personnel, including but not limited to District-Wide Transfer List teachers and contract pool teachers, who are assigned to a given location in order to fill in (directly or indirectly) for a teacher who is on leave with a right to return (sabbatical, illness less than one year, industrial injury) shall not, by virtue of such temporary assignment, gain status as a regular member of that school's staff for purposes of future assignment, bumping rights, or the like.

14.2 Teachers on the District-Wide Transfer List (See Section 7.0) may be assigned on a temporary basis to vacancies at schools with staff selection rights until the end of the semester, or equivalent period of time in multi-track schools. At that time, these teachers will be reassigned in accordance with Article XI, Sections 7.0b and 16.0e.

15.0 Transfer Assignment Priority: Except where otherwise provided in the Agreement, teachers shall be transferred to schools with known vacant positions (Article XI, Section 12.0) for which they are qualified by credential, subject field(s), grade level (K-6) and skills, in the following group order of priority:

a. Teachers covered by ~~medical or hardship exemption (Article XI, Section 8.0) and~~ guaranteed Continuous Service Transferees (Article XI, Section 12.0).

b. Certain teachers with return rights limited to:

(1) Those teachers displaced between the end of one semester and the beginning of the next semester, [Article XI, Section 12.0 (1)],

(2) Those teachers displaced as a result of a school closure decision, reconfiguration or boundary change [Article XI, Section 12.0a (2)], and

(3) Teachers returning to classrooms from non-classroom assignments (Article XI, Section 12.0 b.)

c. Teachers assigned to a school that is being converted to a Los Angeles Learning Center or a Charter School who do not wish to remain at such school may opt out by indicating so no later than May 15. Such teachers may take advantage of any transfer rights they may have under the Agreement or will be transferred to a vacancy at a school within the geographic region in which the present school is located, or if no such vacancy exists, shall be transferred to another geographic area.

d. Teachers transferred either as a result of having opted out of the ~~Year Round School Program (Article XI, Section 17.0) or~~ Magnet School, or out of the EIS program (Article XI, 7.0 b) and unassigned teachers displaced from closed schools (Article XI, Section 16.0),

e. District-Wide Transfer List. Displaced teachers (Article XI, Section 6.0, 7.0) and teachers returning from leaves with no right to return to a specific location (Article XI, Section 7.0a.)

f. Probationary contract waiver teachers, Section 7.5 of this Article.

g. Teachers transferred under the Voluntary Teacher Initiated Transfer Program, Section 5.0.

h. Teachers returning from Charter School Leave.

i. Teachers newly hired.

15.1 Nothing in this Transfer Assignment Priority Section (15.0 et seq.) is intended to supersede or amend other transfer provisions of the Agreement, except where there is a conflict, in which case this section shall prevail.

15.2 Generally, annual assignment and placement of teachers in accordance with the above priorities will be conducted simultaneously in all geographic areas. Assignments may be made directly by the Personnel Division without site interviews. In some cases teachers from different priority groups may be interviewed and assigned concurrently. However, the District shall make a good faith effort to assure that by the fourth school week teachers are assigned and placed consistent with the above priorities excepting variations caused by special educational needs (see Section 6.0c of this Article), lack of an appropriate "match" between school needs and applicants, and staff integration requirements.

15.3 An effort will be made to accomplish all assignments by the first day of the Fall semester. However, when a vacancy occurs between the first week of the semester and the end of the school year, and that vacancy is filled without regard to the above priorities, the employee assigned to the vacant position shall be considered an interim assignment and subject to transfer.

16.0 <u>School Closures, Reconfigurations, Boundary Changes and Other Actions Which Result in Movement of Groups of Students</u>: The intention of

this Section is to provide principles and rules to deal with the teacher assignment and reassignment effects of District decisions to move students as a group from one school site to another as a result of school reconfiguration (closures, boundary changes, etc.).

With respect to the existing teachers at receiving schools in reconfiguration programs, it has been agreed that this faculty will not be affected in any way by the number of students and teachers who are reassigned, and who do or do not arrive at receiving schools, as a result of the reconfiguration process. In other words, incoming teachers or students will not be used to either cause displacement of existing teachers from receiving schools, or to "hold" existing teachers at receiving schools who would otherwise have been displaced.

The principle articulated in the preceding paragraph is to be applied to faculty adjustments caused by school closures, boundary changes and other actions which result in the movement of students unless otherwise indicated in this agreement.

a. The District shall, in its sole discretion or pursuant to court order, determine from time to time the capacity of each school, determine school attendance boundaries and grade level alignments/reconfigurations, determine which students and grades are to be assigned and reassigned to which schools and determine which schools are to be closed. Teachers are to be transferred, as provided hereinafter, so as to correspond to the movement of students and the special needs of students.

b. The administrators of the related sending and receiving schools shall, in consultation with one another and with appropriate District offices, proceed to develop their respective enrollment projections and Master Programs for reconfigured grades for the upcoming school year, taking into account the movement of students contemplated by this Section, and the required and elective subjects for the reconfigured grades, and determine the number and type of teachers needed at each location. It is understood that a given ~~junior high or~~ middle school may at the same time be deemed both a sending and receiving school with the possibility of some teachers being transferred to accompany outgoing students at the same time that other teachers are being transferred in along with incoming students or to fill openings. Any necessary transfers of teachers will be effectuated between the senior high schools and the related ~~junior high/~~middle schools, and then between the ~~junior high~~/middle schools and the related elementary schools.

c. A proportionate number of teachers (based upon staffing norms) from each sending school are to accompany the students to the receiving school(s). Also, where LEP students are transferred a proportional number of bilingual teachers shall be transferred with the LEP students to the receiving school, so as to maintain the existing level of bilingual services. Proportional number means the approximate ratio of bilingual teachers (as defined in Article XI-A, Section 3.0) to affected LEP students as existed at the sending school prior to transfer of the LEP

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students. However, bilingual volunteers will be sought first from the sending schools, before requiring such a transfer.

d. The selection of teachers to accompany groups of students shall be as follows:

(1) The District shall make reasonable efforts to inform the faculty at the sending school of the number and type of openings available at the related receiving school(s). Teachers may then volunteer to transfer, using the District-provided form.

(2) Where there are fewer volunteers at sending schools than are needed, such volunteers shall be reassigned provided the receiving school has need for the volunteer's services grade level(s) or subject(s).

(3) Where there are more volunteers at a sending school than are needed, priority shall be given to those volunteers who during the majority of his or her teaching time during the previous three years taught the specific grade level and/or courses which are needed to be taught at the receiving school. If more volunteer(s) meet this criterion than are needed, the District shall select those with the most District seniority.

(4) All assignments shall be made in accordance with the credential authorization laws of California.

e. Where the number of reconfigured students arriving at a receiving school is not sufficient to support the number of teachers previously assigned from sending schools, volunteers from among such teachers will be sought to return to the sending school(s). If there are not enough volunteers in the appropriate subject field(s)/grade levels, then teachers will be selected for return based upon the inverse of the order established in Section 17.0d(3). Any subsequent over-teachered condition at sending schools will be adjusted consistent with Section 6.0 of this article.

f e. After norm date (fourth week), teachers assigned to receiving schools shall be considered part of the regular faculty of receiving school, and subject to all terms and conditions which apply to the faculty at the receiving school. Any subsequent over-teachered condition at the receiving school will be adjusted consistent with Section 6.0 of this article. It is understood that sixth grade "Core Courses" at ~~junior high~~ middle schools are to be considered as a separate "program" under Section 6.0.

17.0 If a school applies to be converted from a traditional program to a Magnet School, procedures delineated by District policy shall be followed prior

to submission of the application. Alleged violations of the policy or this Section are not grievable under Article V.

17.1 Upon Board of Education approval, all teachers at the school to be converted will be notified no less than one calendar year prior to the Opening of the new Magnet School. Teachers at the school to be converted may seek specialized training in the theme or focus area(s) of the magnet in order to make them priority candidates for selection and/or seek a voluntary transfer.

18.0 Secondary Counselor Displacement: Displacement of Secondary Counselors from school sites shall be in the order of District seniority and shall follow the process outlined in Section 6.0 of the Article. Possession of a teaching credential shall not be a factor for consideration in this scenario.

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ARTICLE XI-A

URBAN CLASSROOM TEACHER PROGRAM (UCTP)

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

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

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

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

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

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

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

d. An eligible contract teacher who applies for and is transferred to a District designated UCTP location is guaranteed right of return to the Local District to which the teacher was assigned at the time

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~~of transfer effective the September following completion of three (3) full school years of service at the same UCTP location. Return rights may be deferred to September (only) of the two (2) school years following the original right of return date. Time spent on formal leaves of absence shall not be counted toward the three (3) year service requirement for return rights except for formal leaves of absence as the result of an unprovoked act of violence (Special Physical Injury Leave) or a bona fide industrial accident or industrial illness leave that does not exceed 60 working days shall be counted toward the service requirement.~~

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

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

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

~~(1) Tutoring students;~~

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

~~(3) Counseling students;~~

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

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

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

~~d. Perform additional supervision duties;~~

~~e. Sponsor additional student activities;~~

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

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

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

~~i. Develop necessary instructional materials;~~

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

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

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

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

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

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

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

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

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

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

It is our understanding from LAUSD that this program no longer exists.

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ARTICLE XI-B

~~MASTER PLAN PROGRAM~~ MULTILINGUAL AND MULTICULTURAL PROGRAMS

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

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

a. Content instruction in a District-approved Dual Language Program

b. Primary language content instruction in a District-approved Newcomer Program

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

a. Education Specialist - ~~Possess a~~ Deaf and Hard of Hearing (DHH) ~~credential and an American~~ , Sign Language Proficiency Interview score of 4.0 or above.

b. Assigned to teach and provide ASL content instruction in an approved ASL Bilingual Program without the assistance of an interpreter.

1.3 Each Region will appoint staff to support Dual Language Programs.

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

a. Teachers assigned to teach in full-time UTK-5/6 grade elementary classrooms shall receive a stipend up to $5,400 ($2,700 per semester as eligible).

b. Teachers assigned to teach in secondary classrooms shall receive a stipend as follows:

1. Assigned to teach qualifying classes as indicated in 1.1 of this Article up to one-half (1/2) of a full-time assignment shall be up to $2,700 ($1,350 per semester as eligible).

2. Assigned to teach qualifying classes as indicated in 1.1 of this Article more than one-half (1/2) of a full-time assignment shall be up to $5,400 ($2,700 per semester as eligible).

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

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

5.0 The District will maintain an Advisory to review and provide input towards the development and revision of the District's Master Plan. UTLA participants will be selected by UTLA as outlined in Article IV, Section 9.0. Any releases necessary to ensure participation of UTLA bargaining members will be provided by the District. The Advisory Group will meet as needed to discuss and address matters regarding implementation.

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

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

ARTICLE XII

LEAVES AND ABSENCES

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

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

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

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

3.0 Rights Upon Return: Any employee returning from the leaves listed in this section of one calendar year or less shall be returned to the location from which leave was taken, except that the employee may be transferred pursuant to Article XI, Transfers, if such a transfer would have been made had the employee been on duty. Such return rights are limited to the following leaves:

a. illness

b. industrial injury

c. reduced workload

d. pregnancy

e. exchange

f. sabbatical

g. family care and medical leave of 60 working days or less

h. any leave in which the employee was replaced by a substitute teacher (including a contract pool teacher working in a substitute capacity)

i. childcare leave immediately following pregnancy leave, birth or adoption, but only for the balance of the semester or track, e.g., (July 1-December 31 and January 1-June 30) in which the childcare leave commenced; and only if the combined pregnancy leave and childcare leave does not exceed two semesters. As an exception that the childcare leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the childcare leave will be granted only for the balance of the semester or track in which the childcare leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

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

4.0 Restrictions: An unpaid leave or absence may not be converted to a paid leave or absence, except in the case of pregnancy disability as provided in Section 10.2 of this Article. No employee shall be eligible for a permissive leave from the District who has had three semesters of permissive leave during the six semesters immediately preceding the requested leave, except as provided in Section 11.0, 17.0 and 21.0. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Superintendent may, in his sole discretion, grant a waiver from this limit, for

one semester. For Early Education Centers and other employees not assigned on the usual semester basis, the semester period shall be computed as being one-

half of the normal annual assignment and the 65 working days shall be proportionately adjusted.

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

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

6.0 Notification Requirements: Unless otherwise provided in this Article, an employee who intends to be absent for 20 working days or less must make every reasonable effort to notify the appropriate substitute office not later than 6:30 a.m. on the day of absence and notify the school or section to which assigned not later than 30 minutes before the schedule begins on the day of absence. Hourly rate employees must notify the school or center not later than one hour before the employee's class meets. When the absence is to be for one day only, employees may, when reporting the absence to the school or center, also give notice on intended return for the following day. All other employees returning to service must notify the school or section at least one hour before the end of the regular working day on the day before the day of anticipated return. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid. Notification requirements for an approved ~~family care and medical leave~~ Family Care and Medical Leave/California Family Rights Act shall be in accordance with Section ~~24.4~~ 24.6 of this Article and Government Code Section 12945.2.

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

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

employee to give the required notice. In the case of an early return from family care and medical leave, if the employee informs the District of a desire for early return the District will, if feasible, return the employee to service within two working days after the employee notifies the District of the request to return.

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

9.0 Bereavement (Paid): An employee is entitled to a paid leave of absence from the District, not to exceed three (3) days, on account of the death of an ~~member of the~~ employee's ~~immediate~~ qualified family member as defined below. Employees must provide documentation within thirty (30) days from the first day of leave, if requested. Bereavement leave may be taken consecutively or intermittently so long as the leave commences and is completed within three (3) months from the qualifying family members' date of death. ~~and the leave/absence commences within ten calendar days of the death.~~ If more than one such death occurs simultaneously, the leaves may be taken consecutively. If out of state travel is required and requested, an additional two (2) days shall be granted. Employees not traveling out of state may elect to take an additional two (2) days of bereavement utilizing personal necessity, vacation, or unpaid leave. The ~~immediate family~~ qualified family member is defined as the following relatives of the employee:

a. Spouse or ~~for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse~~ cohabitant who is the equivalent of a spouse, or domestic partner;

b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse);

c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse);

d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse);

e. Grandchild (includes grandchild of spouse, step grand-children, and grandchildren of cohabitant who is the equivalent of spouse);

f. ~~Brother~~ Sibling;

~~g. Sister~~

~~h.~~g. Any relative living in the employee's immediate household;

h. Designated person (District employees are limited to one designated person per 12-month period. The employee may identify the designated person when the employee requests a leave for family care, medical, bereavement, and/or kin care.

10.0 Pregnancy and Related Disability (Paid and Unpaid):

10.1 Paid Disability Absence: For that period of time during which the employee (including temporaries and substitutes) is physically or mentally disabled and unable to perform ~~her~~ their regular duties due to pregnancy, miscarriage, childbirth and recovery there from, or if the employee's job would cause undue risk to the employee or the completion of a successful pregnancy, ~~she~~ they shall be permitted to utilize ~~her~~ their illness absence pursuant to Section 12.0 of this Article. Employees may take up to 18 workweeks of protected leave under the Pregnancy Disability Leave (PDL) and if eligible, may also be entitled to take 12 workweeks of protected time under FMLA and/or CFRA.

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

10.3 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as ~~she and her~~ their physician determines that ~~she~~ they must be absent ~~herself~~ due to pregnancy disability~~., provided that she can and does continue to perform the full duties and responsibilities of her position.~~ The District will engage in the interactive process to ensure the pregnant employee can stay in active duty as long as possible with or without a reasonable accommodation. The District may require employee ~~must also supply~~ to provide to the District ~~her~~ their physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and ~~her~~ their physician's release to return to active duty. District forms for such certifications, and application forms, shall be available at each site.

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

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

ba. While on Parental Leave, eligible employees shall receive up to four (4) workweeks of District paid Parental Leave. Upon exahustion of the District paid Parental Leave, the employee must use their accumulated illness/sick leave for the remainder of the 12 workweeks of Parental Leave. If an employee's accumulated illness/sick leave is exhausted, the employee will receive 50% of their salary for the remainder of the 12 workweeks. This leave would be inclusive of and not in addition to any new legislation providing for paid Parental Leave.

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

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

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

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

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

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

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

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

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

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

12.3 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) shall receive credit for full-pay illness absence hours up to ten days (pro-rated for those employed for less than a full school year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored.

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

a. The employee holds probationary or permanent status.

b. The employee did not carry over any full pay illness hours from the previous year.

~~a.~~c. The employee has on file an illness leave request satisfying the requirements of Sections 12.8 and 12.9.

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

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

12.7 When an employee is absent under this section and such absence is properly verified, the employee will receive full normal pay up to the

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

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

12.9 An employee absent from duty for any illness, injury, or other disability for more than 5 consecutive working days shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child (Form 60.ILL) completed by the attending physician or a statement from the attending physician on letterhead attached to Form 60.ILL. Form 60.ILL shall be signed by the employee. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.

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

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

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

a. Allowable leave/absence shall be for up to 60 working days for the same injury or illness.

b. Allowable paid leave/absence shall not be accumulated from year to year.

c. An employee absent under this section shall be paid such portion of the salary due for any school month in which the absence occurs as, when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than the employee's full normal salary. For substitutes and limited term employees, full normal salary shall be computed so that it shall not be less than the employee's average weekly earnings as utilized in Section 4453 of the Labor Code. For purposes of this section the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

d. When an authorized leave/absence continues into the next school year, the employee shall be entitled to only the amount of unused leave/absence due for the same illness or injury.

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

f. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination; and (4) applied in writing to the District for such an extension, using a District form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the

District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the Office of Risk Management and Insurance Services. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the employee health coordinator. An employee may be required during the extended period to be evaluated by the employee health coordinator at any time.

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

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

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

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

a. Death of a close friend or relative not included in the definition of immediate family (as used in this section, the term "immediate family" shall be as defined in Section 9.0 of this Article);

b. Death of a member of the employee's immediate family, when time in excess of that provided in Section 9.0 of this Article is required;

c. Serious illness of a member of the employee's immediate family;

d. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;

e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);

f. Religious holiday of the employee's faith;

g. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;

h. Other significant event(s) of a compelling nature to the employee, the gravity of which is comparable to the above, which demands the personal attention of the employee during assigned hours and which the employee cannot reasonably be expected to disregard, limited to ~~one~~ three (~~1~~ 3) occasions in any school year.

i. An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day.

j. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena for which salary is not allowed under Article XII, 18.3:

(1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.1 Sabbatical leave applications shall be filed by April 15, and once approved under paragraph 15.0 c. shall be considered on a priority basis; if more employees request sabbatical leaves for any school year than there are funds budgeted, the employees with the most complete semesters served in the District (or served since the last sabbatical, whichever is applicable) shall be granted the leave. If a tie develops, the employee with the lower seniority number established in accordance with Article XI, Section 6.2 shall be granted the leave. For purposes of determining priority, the second period of a split sabbatical leave shall be considered a continuation of the first period. The first round of successful applicants shall be notified by June 1. There shall be prompt notification of subsequent approvals resulting from cancellations after the first round. However, if the employee would have been selected, and, as the result of the cancellation has already begun service for the Fall semester, that employee shall not be selected but shall have a priority for the Spring semester. This priority shall not extend to the next school year.

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

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

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

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

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

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

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

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

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

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

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

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

a. To be with a member of the immediate family who is ill (see Section 9 of this Article for the definition of the immediate family);

b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the District;

c. To rest, subject to the approval of the employee health coordinator;

d. To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required;

e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;

f. To serve as a State Legislator–such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;

g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature. Applications may be submitted at any time but must be on file in the Personnel Office by April 15 for Fall semester and November 15 for Spring semester. Paragraphs a, c and d above are not subject to these deadlines.

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

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

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

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

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

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

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

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

twenty working days from the start of the assignment or track.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21.0 Half-Time Leave: A regular Half-Time Leave shall be granted to allow a permanent employee or probationary Early Education Center Teacher to continue service for half of each working day. At the elementary level, a complementary partner with permanent status is required. At the secondary level, if one is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom health and human services employees, the total number of approved half-time leaves shall not ~~cause significant disruption to the operational needs of the program nor~~ exceed a maximum of ~~10%~~ 5% of the full-time equivalent positions in the classification. ~~Current Health and Human Services employees on a Half-Time Leave will be grand parented for purposes of such a leave. Exceptions to the "half of each working day" requirement, including the above mentioned grand parented employees may be made in special circumstances but shall require written special approval of the Local District Superintendent upon recommendation of the immediate administrator. In any event,~~ Tthe assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human Resources office by April 15 for the fall semester and by November 15 for the spring semester.

21.1 Half-Time Assignment:

a. New employees may be employed full-time and work one-half time with the other one-half time covered by a half-time leave pursuant to this section.

b. In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.

c. If the employee is unable or unwilling to accept a full time assignment in such circumstances, the employee shall submit a voluntary resignation.

d. New employees hired pursuant to this section shall receive District paid health benefits pro-rated to the hours of paid service provided the employee contributes the balance of the full cost pursuant to Article XVI, Section 3.0 c.

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

a. The employee shall submit a request annually to the Personnel Division prior to April 15 for a leave to be effective during the following school year, and the total of such annual leaves shall not exceed ten years.

b. The employee has reached age 55 prior to the school year during which the leave is effective.

c. The employee was assigned full-time in a certificated position with the District for at least 10 school years of which the immediately preceding 5 school years were consecutive, full-time employment. Time spent on approved leaves shall not constitute a break in the 5 school year sequence, but shall not count toward the service requirement.

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

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

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

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

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

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

a. The leave will be granted from the effective date of the disability benefits to the end of the school year in which the disability benefits begin. The leave will be extended annually for periods not to exceed a total of 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first.

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

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

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

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

24.1 Reasons for Leave: An eligible employee's FMLA and/or CFRA leave/absence entitlement is limited to a total of 12 workweeks during any 12-month period measured forward for one or more of the following reasons:

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

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

c. To care for the employee's own serious health condition, including incapacity due to pregnancy*, childbirth*, or related medical conditions, that makes the employee unable to perform one or more essential functions of the employee's job. (*CFRA applies after employee has exhausted PDL leave. See PDL benefit in Section 10.0 above)

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

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

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

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

~~24.1~~ 24.2 Definitions: For purposes of ~~this leave~~ FMLA and/or CFRA, the following definitions shall apply:

a. ~~"~~Child~~" means: a~~ :A biological, adopted or foster child; a stepchild; a legal ward; child of a domestic partner (CFRA only); grandchild (CFRA only); the child of a cohabitant who is the equivalent of a spouse; or a child of an employee standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability. A biological or legal relationship is not necessary for a person to have stood "in loco parentis" to the employee as a child.

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

c. ~~"~~Parent~~" means a~~ :A biological, foster, ~~or~~ adoptive parent; parent-in-law (CFRA only), grandparent (CFRA only) or a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or a legal guardian~~; and does not include a parent-in-law~~.

d. Family member: "child", "spouse", or "parent" as defined above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~24.2 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled work weeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave, effective July 1, 2007. An employee will be entitled to 12 weeks of leave during the 12-month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. For the period of time up to, and including June 30, 2007, the leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks in a fiscal year. An employee will retain the full benefit of 12 weeks of leave under whichever calculation method (either fiscal year, or 12-month period measured forward) affords the greatest benefit to the employee during a 60-day transition period. This transition period shall be from July 1, 2007 through August 31, 2007. Leave may be taken intermittently in one or more periods. In addition, the following provisions govern the length of the leave:~~

~~24.2~~ 24.3 Length of Leave:

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

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

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

24.4 Intermittent Leave:

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

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

~~c. Any leave an employee takes for the reasons specified in Section 24.0 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 as amended. This leave runs concurrently~~

~~with any other leave the District offers for which the employee is qualified, except that family care and medical leave granted for the birth or adoption of a child or placement of a child for foster care must be concluded within 12 months of that birth or adoption or placement for foster care.~~

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

~~24.3~~ 24.5 Approval: ~~Family Care and Medical Leave/Absences~~ FMLA and/or CFRA leave/absence of 20 consecutive workdays or less can be granted by the immediate administrator. Leaves of more than 20 consecutive workdays can be granted by the District after submission of a formal leave application.

~~24.4~~ 24.6 Notification and Scheduling: If the need for the ~~Family Care and Medical Leave/Absence~~ FMLA and/or CFRA leave/absence is foreseeable more than 30 calendar days prior to the employee's need for leave, the employee shall give at least 30 days notice. If less than 30 days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within one or two days of learning of the need for the leave, or as soon as practicable, whichever is earlier. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort, subject to the approval of the health care provider, to schedule the treatment or supervision to avoid disruption to the operation of the District's educational program.

~~24.5~~ 24.7 Medical Certification - Family: For leaves/absences to care for a child, spouse or parent, as defined in ~~24.1~~ 24.2, who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, certification from the health care provider which includes:

(1) the date if known, on which the serious health condition commenced,
(2) the probable duration of the condition,
(3) an estimate of the time that the health care provider believes the employee needs to care for the individual, and
(4) a statement that the serious health condition warrants the participation of the employee to provide care.

~~24.6~~ 24.8 Medical Certification - Employee: If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave must attach to the leave application, certification as specified in (1) and (2) of ~~24.5~~ 24.7 above, plus a statement that, due to the serious health condition, the employee is unable to

perform one or more of the essential functions of the employee's position. After such certification, the following procedures are available:

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

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

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

~~24.7~~ 24.9 Restrictions: In the event that parents who are both District employees each wish to take ~~Family Care Leave/Absence~~ FMLA and/or CFRA leave/absence for the birth, of their child, or placement for adoption, or foster care placement of a child during the same time period, the combined total amount of leave that will be granted such employees will be 12 work weeks during a fiscal year. These employees will still be eligible to take the remainder of their individual 12 week allotment for family care leave for a purpose other than the birth, placement for adoption, or foster care of a child.

~~24.8~~ 24.10 Compensation and Benefits: ~~The Family Care and Medical Leave/Absence~~ FMLA and/or CFRA leave/absence shall be an unpaid leave and for all purposes treated comparably to other unpaid leaves except that the District will continue to provide the health and welfare benefits as provided in Article XVI during the ~~Family Care and Medical Leave/Absence~~ FMLA and/or CFRA leave/absence to an employee who is otherwise eligible for such benefits. However, an employee who does not return from such leave or who works less than 30 days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the employee does not return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA/CFRA leave/absence (either affecting the employee or an immediate family member) or (2) retirement, or (3) other circumstances beyond the control of the employee. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve weeks unless these benefits are provided by other provisions of the District/UTLA Agreement such as paid illness leave. For example, if an employee combines pregnancy leave with a family care leave, the employee will only be entitled to continued health benefits for the first twelve weeks of leave unless the employee continues on paid illness leave.

An employee who asks for leave for what would be a qualifying event for ~~Family Care and Medical Leave/Absence~~ FMLA and/or CFRA leave/absence and who has accrued vacation leave may elect, or the immediate administrator may require, the employee to utilize the vacation leave for this purpose, in lieu of unpaid status. An employee who takes leave for the employee's own serious health condition which prevents the employee from performing one or more of the essential functions of the employee's position and who has accumulated illness days may elect, or the District may require the employee to utilize paid illness days for the leave.

~~24.9~~ 24.10 Seniority; The period of the ~~Family Care and Medical Leave/Absence~~ FMLA and/or CFRA leave/absence shall not be considered a break in service, and the employee's seniority date shall not be affected by the time spent on leave.

~~24.10~~ 24.11 Return Rights: An employee returning from a ~~Family Care and Medical Leave/Absence~~ FMLA and/or CFRA leave/absence shall be returned to the same or comparable position from which on leave and the same location from which the leave was taken, except that the employee may be transferred if such a transfer would have been made had the employee been on duty.

ARTICLE XII-A

ATTENDANCE INCENTIVE PLAN

1.0 General: This Attendance Incentive Plan is intended to reward regular attendance in order to improve the instructional program and reduce the costs of absenteeism. It is understood that any absences for illness or personal necessity, including those beyond the control of the employee, will adversely affect an employee's entitlements under this Plan. This Attendance Incentive Plan provides incentive payments which are intended to reduce employees' use of illness and personal necessity leave; however the Plan's incentive payments for annual unused illness leave do not reduce or otherwise affect the employee's accumulations of unused illness days or retirement service credit for unused illness days and have no impact upon vacation benefits. While this Plan is described in terms of "days", in its implementation and computation of payments the District will utilize the current payroll system of accounting for illness accrual and absence by "hours."

2.0 Eligibility: Any active district employee who earns illness leave benefits during the school year (from July 1 through June 30) and is paid for at least 400 hours during the school year, shall participate in the Plan. No employee shall be permitted to participate in both this plan and the Substitute Pay Pool Reserve Program.

3.0 Computation of Annual Incentive Payments: The maximum possible number of days subject to the Plan's annual incentive payments shall be equal to the number of illness days (hours) actually earned by the employee during the school year or ten (10) days, whichever is less. This maximum of ten days per year is applicable to all assignment bases, including bases which earn more than ten days annually. Each hour of illness or personal necessity used at any time during that year, whether for illness or personal necessity, shall be subtracted from the above stated maximum number of days (hours), and for each resulting unused hour of illness leave the employee will receive a payment which varies according to (1) the employee's career accrued full time equivalent illness days as of the close of the applicable school year and (2) the net balance remaining in the day-to-day substitute accounts as of the close of the school year pursuant to Section 9.0 below. The funds remaining in the substitute accounts for each of the following school years: 2004-05 and 2005-06 shall be allocated as an incentive payment subject to negotiations which shall commence with in ten working days from the date the substitute account balance for the above year is determined. The following charts display examples* of estimated incentive payments which would be made if use of illness leave by all employees is reduced by 10%, 20%, or 50% for any school year:

* These examples are based upon projections limited to employees on the Preparation Salary Schedule; actual results would vary from this because of payments to employees on the other salary schedules (Adult Education, Special Services, Children's Centers)

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Article XII-A – Attendance Incentive Plan

Career Accrual as of Close of School Year	Payment for any Incentive Day for Current Year	Annual Maximum
Illness leave use reduced 10% for all employees:		
Less than 50 days:	$25	$250
50 to 99 days:	30	300
100 to 149 days:	40	400
150 + days:	50	500
Illness leave use reduced 20% for all employees:		
Less than 50 days:	$40	$400
50 to 99 days:	60	600
100 to 149 days:	70	700
150 + days:	80	800
Illness leave use reduced 50% for all employees:		
Less than 50 days:	$ 80	$ 800
50 to 99 days:	100	1,000
100 to 149 days:	130	1,300
150 + days:	150	1,500

Those employees whose full time assignment is less than six hours per day shall receive a pro-rata portion of the above incentive payments.

The above schedule is applicable to employees whose regular pay period rate of pay is at least equal to the rate set forth at schedule 20, Step 1 of the Preparation Salary Table. Those whose regular rate is lower will have a lesser proportionate payment formula.

4.0 Annual Cash Payment to Employee: Half of the annual incentive payment resulting from the above calculations shall be paid to the employee as a cash payment (subject to legally required deductions) following the end of the school year that the payment relates to.

5.0 Annual Payment to Attendance Incentive Reserve Fund: Half of the annual incentive payment will be placed in an account established for the employee in the Attendance Incentive Reserve Fund ("the Reserve Fund"). Each employee's account will be credited with a pro rata share of net annual earnings from the investments in the Reserve Fund, less administrative costs. Each employee will receive an annual statement showing the status of his or her account, including accumulated incentive payments and accumulated annual earnings. All incentive payments and accumulated net earnings will be retained in the Reserve Fund and reinvested pending final distribution and deductions as provided in Section 6.0 and 7.0 below.

6.0 Eventual Distribution of Reserve Fund Payments and Earnings: Following retirement or separation from District employment, the employee's accumulated share of the Reserve Fund shall be distributed to the employee, subject to legally required deductions and the deduction provisions of Section 7.0 below.

7.0 Deductions from Employee's Reserve Fund Account: Prior to distribution of an employee's accumulated share of the Reserve Fund following retirement or separation from District employment, the District Reserve Fund shall deduct from the employee's account balance an amount calculated as follows: For each of the employee's final three years of active District employment (including paid leaves but excluding unpaid leaves) there shall be a deduction made for each day utilized that year for illness and personal necessity in excess of the employee's individual annual maximum as described in 3.0 above. The amount deducted for each such day shall be based on the number of career illness days accrued by each employee at the close of each of the final three years pursuant to 3.0 above. This deduction is intended to provide a strong incentive for employees to maintain a high level of attendance throughout their final years of employment. Any such deductions will be returned to the District.

7.1 Attendance Incentive Plan Penalty Clause: All participants who have a separation date of July 1, 1997 and thereafter, may be subject to AIP penalty. Before the attendance incentive reserve fund portion is distributed, the penalty amount will be deducted from the employee's balance for each illness day used more than the employee's actual illness days earned or more than the 10 allowable illness days earnings under the plan in each of the employee's final three years of active District employment. It is further agreed that the penalty rate will be equal to the rate paid to the maximum incentive of ten days from the prior school year the illness day(s) was overused, corresponding to the career illness days balance accrued by the employee at the close of each of the final three years.

8.0 Fund Administration: The Plan and Fund, as it applies to all District employees, shall be administered by the District Controller, and audited annually by the District's contract auditors. An Investment Advisory Committee shall offer advice and recommendations to the Controller regarding Fund investments, which are limited by Code to interest-bearing non-equity investments. The assets of the Fund shall be subject to the customary controls and procedures of the Los Angeles County Treasurer's office. UTLA shall have representation on the Advisory Committee, which will meet with the Controller's designated representative on a regular periodic basis.

8.1 Claimed errors in payments, or in other Plan or Fund records, shall be handled pursuant to the usual payroll error resolution provisions of this Agreement (see Article XIV, Section 30.0).

8.2 The parties agree that a goal of this Plan is to avoid an employee's being taxed on any incentive payments or its earnings until he or she receives the payment. The parties agree that the Plan is subject to modification to achieve this goal, and that, if necessary, the District may substitute for Section 5.0's requirement of placing funds in an investment pool, a requirement that deferred incentive payments be subject to a growth factor without a requirement that the payments be set aside for the employee in any particular manner.

9.0 Contingency: The above plan shall be implemented for the 2000-01, 2001-02, and 2002-03 school years. It is the parties' intent that this plan also be operative for the subsequent year. This plan shall be funded from within funds currently budgeted for day-to-day substitute/replacement services in the following major appropriations: 0538, 0875, 1024, 1040, 1151, 1517, 2001, 2002, 2005, 2082 and 7716. Provided, that such fund total does not reflect any applicable legal limitations upon use of categorical or restricted funds (such as categorical prohibitions on expenditures outside of a designated program, or the lack of authority to use state integration funds for incentive payments). The ending balances in the above-referenced accounts for each of the following school years: 1995-96, 1996-97 and 1997-98 shall be used to fund the incentive payments described in Section 3.0 above.

9.1 No employee shall have a vested right to continuance of the Plan in the above form or at all. Any vesting shall be limited to previously accumulated incentive payments and previously accumulated investment income, and is also limited by the Plan's provisions (such as Section 7.0) as they may be revised from time to time. If the Plan is discontinued, the District may either distribute the Reserve Fund assets to participating employees at the time of discontinuance (in which case the distribution amounts shall be calculated as though all participants had retired at the time), or the District may retain the Reserve Fund assets for subsequent distribution upon the employees' actual separation pursuant to the Plan's regular requirements.

10.0 Reciprocal Coverage: Employees may voluntarily participate in a reciprocal coverage arrangement with one another. However, such days will be counted as absences for the purpose of computing Attendance Incentive Plan payment incentives. Reciprocal coverage is subject to the following conditions:

a. In order to meet the need for continuity and familiarity: (1) in multi-track schools both participants must be from the same school unless no such person is available; (2) in single track schools, one of the participants may be from another school; (3) in elementary and special education programs both participants must have the appropriate credential; and (4) in secondary programs both participants must have the appropriate secondary subject matter experience unless no such person is available.

b. Coverage must be performed while the covering teacher is either off-track or during preparation period so that it does not result in

~~classes being combined, or otherwise interfere with regular duties of the person performing the coverage.~~

~~c. The following provisions apply to single track elementary schools:~~

~~(1) The faculty of each school shall develop a list of employees available to substitute including employees from other sites.~~

~~(2) A reasonable effort shall be made to arrange reciprocal coverage with individuals from the above list. If this Incentive Plan attempt to arrange coverage is not successful the teacher requesting such coverage may have their class divided for assignment according to the following plan.~~

~~(3) Each school faculty shall develop a plan to share both reciprocal and non-reciprocal coverage taking into consideration such factors as grade level, safety, available space and work stations. The absent teacher's students will be assigned to other classrooms with no teacher receiving any more than ten children. After all reciprocal coverage is provided for, and if replacement service is also needed, then the provisions of Article XIV, Section 28.0 shall apply but only as to replacement service and not as to reciprocal coverage of students. A plan showing the proposed division of children as determined by the regular teacher shall be placed in the substitute folder.~~

~~(4) In emergency situations the 10 student limitations may be exceeded.~~

~~d. The coverage must be reported to the school in advance so that the school is aware of the nature and duration of the absence and of the coverage arrangement. However, the school and District have no responsibility either to enforce the reciprocal service or to keep track of the service obligations of the employees.~~

~~e. It is agreed that reciprocal coverage is not intended to cause or result in any increased absenteeism. Accordingly, any absence covered by reciprocal service, including the later absence of the teacher who performed the initial coverage service, must be justified by actual illness/personal necessity (as opposed to a desire to receive reciprocal~~

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~~days owed). As such, no reciprocal arrangement shall include an advance schedule or deadline for performing the reciprocal service.~~

~~f. Because reciprocal coverage is intended to deal with occasional short duration absences, and because it is not desirable for employees to owe one another large amounts of reciprocal service time, it is agreed that reciprocal service shall not exceed ten days per year for any employee.~~

~~g. There are no payroll or time reporting consequences to the arrangement; the absent employee remains in paid status and the covering employee is not paid for the coverage service.~~

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UTLA Proposal 3-10-25
District Counter 5-28-25
District Counter 11-03-25

ARTICLE XII-B

CHARTER SCHOOLS

1.0 Introduction:

a. Limited to Employees of Conversion Charters: The primary purpose of this Article is to mitigate the potentially disruptive effect upon employees assigned to schools which are converting (or considering converting) to independent charter status. Thus, this Article provides certain rights to employees of "conversion" charter schools which are separating (or have separated) from the District by becoming independent charter schools, not affiliated with the District. This Article therefore does not apply to (i) employees of "dependent" or affiliated charter schools remaining within the District, or to (ii) employees of "start-up" charter schools created independently of the District and not converting District property/facilities, even if that school's charter status was subject to District approval. The terms "Conversion Charter School" and/or "Charter School" are used throughout this Article to cover the conversion charters.

b. Employees of Start-up Charters: Employees who are not employed by a Conversion Charter School, but who may wish to become employed by a "start-up" charter school, will not be covered by the provisions of this Article but may retain some rights to District re-employment (i) to the extent that they may qualify for personal leaves of absence under Article XII, Section 17.0, or (ii) to the extent that they may resign with right to reinstate to an opening within 39 months, pursuant to applicable law.

c. Independence of Conversion Charters: Another purpose of this Article is to encourage Conversion Charter Schools to assume proper independent responsibility for their employees, and to ensure that the District is not financially subsidizing charter schools. In this regard, it is important for all to understand that independent Conversion Charter Schools are generally independent of the District, much as are schools of neighboring separate school districts, and that charter schools have their own State income.

2.0 Charter Application Procedures: In addition to whatever procedures the Board of Education may establish in its discretion, the District shall adhere to the following procedures in processing or considering approval of any proposal to convert an existing District school to Charter School status:

a. Presentation and Discussion of Proposed Conversion Charter Schools: District procedures and instructions shall urge that any petitioner, prior to soliciting signatures on a proposed Conversion Charter petition, first present the complete proposed charter to the employees

(including counselors, specialists, nurses, psychologists, etc as well as teachers), and include a written identification of the individuals who are, by virtue of their involvement in developing and initiating the plan, most knowledgeable and able to respond to questions about the plan. Ample time should then be allowed to permit the affected employees and community a reasonable opportunity for review and discussion prior to seeking signatures or voting. In addition, it will be expected that the final charter application submitted for Board of Education approval must be substantially the same as the charter school petition which was used as the basis for obtaining signatures in favor of the charter school.

b. Alternatives to Conversion Charter Status: In the case of charter applicants that are considering Conversion Charter status due to the desire to be exempt from certain State or District rules or policies or from certain parts of the collective bargaining agreement, the District's Charter Schools Office procedures and instructions shall urge that the charter applicants discuss such matters with District staff (at the Charter Schools Office), and also with UTLA, so that they can become fully aware of their options for seeking exemptions or waivers, or obtaining dependent charter status, without undertaking the burdens and responsibilities of Conversion Charter School status.

c. UTLA Participation: Within five days of receipt of a Charter School proposal from a formative Conversion Charter School, the District Charter Schools office shall forward a copy to UTLA. UTLA shall then be granted not less than 30 days in which to submit comments and/or recommendations to the Board of Education concerning the charter application; and

d. Disclosures: District procedures and instructions shall encourage Conversion Charter School applicants, and involved principals and chapter chairs of prospective Charter Schools, (1) to disclose their intentions to UTLA and to the District Charter Schools office at an early stage in their organizational activities, and (2) to comply with Section 3.0 below with respect to full disclosure of the planned terms and conditions of employment to be offered employees of the prospective Charter School.

3.0 Full Disclosure by Charter Schools: Conversion Charter Schools operate independently of the District, and may or may not choose to adopt pay, benefits and other employment practices comparable to those of the District. Conversion Charter Schools (including proposed Charter Schools) therefore will be expected, in fairness to affected employees and all other concerned persons, to disclose clearly and fully the basic terms and conditions of employment to be provided by the Charter School -- and do so prior to asking the employees for any formal commitments of support and/or employment, and also to do so when the Charter School's employees annually decide whether to renew their District leaves of absence (see below) in order to remain employed by the Charter School. In such disclosure, the following terms and conditions of employment should be addressed, in addition to the educational program plans for the Charter School:

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a. Whether the Charter School intends to request that the District grant leaves of absence to the charter school's employees to facilitate their charter school service and protect their rights of return, as discussed in Sections 5.0 and 6.0 below;

b. Whether the Charter School intends to request that the District provide, at charter school expense, continued coverage under the District health benefits programs, as described in Section 7.0 below;

c. The salaries to be paid to the Charter School's employees, and the salary progression system to be observed, if any; also, the pay rates, if any, to be offered for identified extra duty assignments;

d. Retirement pay arrangements to be provided by the Charter School (i.e., whether the Charter School will participate in STRS, Social Security or other retirement benefit plans);

e. The Charter School's plans for provision of Workers' Compensation liability insurance coverage;

f. Any paid absence benefits to be provided by the Charter School, particularly those covering illness, injury, or personal necessity. Specifically, employees should be informed as to whether the Charter School will transfer and honor their accrued illness leave balances from the District just as does any regular school district in California when hiring an employee from another California district -- and should also specifically address whether and how the Charter School will provide for salary protection in extended disability situations;

g. Provision for other employee absences and leaves of absence from the Charter School, and related pay, if any;

h. Any assurances or programs, such as liability insurance, to protect employees of the Charter School against personal expense and liability in the event of a claim or lawsuit arising out their performance of Charter School duties;

i. The hours of work, duties, and annual work schedules (calendars) expected of the Charter School's employees, and any paid non-work days to be provided;

j. Protections, if any, for current and future job continuity and security within the Charter School;

k. Employee performance evaluation and discipline (suspensions, terminations) system to be followed at the Charter School;

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l. Class sizes and other assignment ratios to be followed by the Charter School;

m. Summer, winter, intersession or other extended assignment opportunities to be offered at the Charter School, if any, and the pay to be offered employees for such work; and

n. Any other significant terms and conditions of employment to be applied at the Charter School.

4.0 Opt Out Rights: Employees assigned to a location that is being converted to a Charter School, but who do not wish to become employed by the Charter School, may opt out by so requesting in writing to the District Human Resources Division by the later of (i) April 15 of the school year preceding the charter conversion or (ii) within 30 days of Board approval of the Charter School application. Such employees may exercise any transfer rights they may have under the Agreement or will be transferred to a vacancy at a school within the geographic area in which the present school is located, or if no such vacancy exists then to a vacancy in an adjoining area, or if no vacancy exists in an adjoining area then to a vacancy in some other area.

~~5.0 Charter School Leave (Unpaid), in General: Qualified employees (see Article XII, Section 2.0) shall, upon written request and subject to the conditions set forth below, be granted an unpaid leave of absence to work for a Conversion Charter School:~~

~~a. Term of Leave: Each employee who is in permanent or probationary status at the time of taking leave to serve in the Charter School shall be on such leave on a year-to-year basis, to be extended annually upon written request, for up to a maximum of five consecutive school years commencing with the employee's initial assignment at the Charter School. The five-year maximum is not extended or renewed by later moving to a different Charter School; however, if the employee returns to a regular District school and that school itself later obtains conversion charter status, the employee would be eligible for a new charter school leave. Those in provisional or temporary status do not qualify for a Charter School leave of absence. All charter school leaves run from July 1 to June 30 of each applicable year. Annual renewal of such leaves (where permitted), and return to active District service after the leave expires, requires a written notice by the employee to the District's Human Resources Division no later than the two calendar month date preceding the expiration of the current leave, advising the District of the intended continued leave or of the intended return to active District service (see Article XII, Section 8.0). Employees who do not renew such leave (where permitted), and do not give such notice of return to the District, shall be deemed to have resigned their District employment.~~

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~~Article XII – B – Charter Schools~~

~~b. Return from Leave: Upon expiration of any employee's charter school leave, the employee shall (upon timely notice as provided above) have the right to return to a position in the District, unless the employee's service would have otherwise been terminated. Assignment priority for such returning employees shall be as provided in Article XI, Section 15(h). Employees who do not return to the District immediately upon expiration/non renewal of a charter school leave shall be deemed to have resigned their District employment. Timely initiation of such renewal or return arrangements is the sole responsibility of the employee, not the District or the Charter School.~~

~~c. Benefits: Current leave of absence status does not determine eligibility for continued participation in the District's health benefits plans. Continuation of participation in the District's health benefits plans are solely the product of contractual arrangements between the Charter School and the District, as provided in Section 7.0 below.~~

~~6.0 Compensation and Other Employment Rights While on Charter School Leave: While on approved charter school leave of absence to serve in a Conversion Charter School, employees shall be treated by the District the same as employees who have been granted a personal leave to work for an outside employer (with the exception of health benefits as described in Section 7.0 below and the reporting obligations of Section 9.0 below). Thus, while on leave the employees' pay and other compensation items, and also any other protections such as workers' compensation coverage, liability coverage and indemnity against lawsuits, are solely the responsibility of their Charter School employer, and are not provided, controlled or directed by the District. Conversion Charter Schools, as defined in 1.0 of this Article, are entirely separate employers from the District, operate independently of the District, and may or may not choose to adopt pay practices and other employment protections comparable to those of the District. Conversion Charter Schools do, however, have certain reporting obligations to the District relating to performance problems of Charter School employees on leave from the District (see Section 9.0 below).~~

~~a. Tenure, Status, Seniority Date: Employees while on charter school leave do not earn, accrue credit toward, or obtain permanent status or award of a District seniority date. The employee's District seniority date (if previously earned) is preserved during the leave.~~

~~b. Participation in District Supplemental Assignments: Employees on charter school leave retain no rights to participate in District summer/winter/intersession, substitute or other assignments or opportunities available to active District employees – except to the extent that the District generally chooses to permit persons employed elsewhere to participate in such opportunities.~~

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~~Article XII B Charter Schools~~

~~c. Paid Leaves or Absences From the Charter School: In no event shall the District be responsible for paid leaves or absences occurring during any employee's employment by a Conversion Charter School. For purposes of illness leave salary protections, the District encourages Charter Schools to treat their employees the same as all other California public school districts and thus permit employees to transfer to the Charter School their accrued illness leave balances from the District and to honor such accruals when needed by the employee. If this is done, the District will, upon the employee's return to District employment, reciprocally permit the employee to transfer back to the District his or her then current full balance of unused illness days, including unused days accrued while employed by the Charter School (up to the total which could have been accrued had the employee remained in District employment). If the Charter School declines to honor accrued illness leave balances, the employees' accrued illness leave balances will not be transferred to the Charter School. The District in those circumstances will preserve the employee's previously accrued District illness balance for restoration upon timely return to the District from charter school leave (unless the balance has been transferred to another qualified agency or used in computation of retirement allowance), but no unused accruals or other entitlements from the charter school are then transferable back to the District. The above rules apply to accruals, utilization, and transfers of vacation rights just as they do to illness leave rights, assuming that the employee's previous District position and his or her Charter School position both involve comparable vacation accruals.~~

~~7~~5.0 Continued Health Benefits Plan Participation: Generally, all compensation, benefits and working conditions in Conversion Charter Schools are to be established and provided solely by the Charter School and are not the responsibility of the District. Continued participation in the District health benefits plans by employees is determined solely by voluntary contractual arrangements between the Charter School and the District, separate from the charter approval itself, and separate from the leave of absence program. A Conversion Charter School may, on a year-to-year basis commencing with its first year of separation from the District, provide by contract with the District for continued health benefits coverage of the Charter School's employees, at the Charter School's sole expense. The previous five-year limit on such continued coverage arrangements is no longer in effect. Continued benefits coverage does not extend any employee's leave of absence; nor is leave of absence status a pre-condition for continued coverage. For the impact of such continued coverage upon UTLA dues and fees, see Section 8.0 below.

a. Exclusivity: In order to avoid adverse impact upon the demographics of the District's health plans, the participation and coverage of a Charter School's employees by the District health plans shall be exclusive, and applicable to all persons employed by the Charter or at least all certificated staff (whether or not previously employed by the District, and without regard to leave of absence status with the District).

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When a Charter School continues coverage under the District health plans, the eligibility rules, coverages and employee cost-sharing requirements are to be the same as are applicable to employees of the District from time to time.

b. District Charges: The District's charges to the Charter School for such continued health plan coverage shall be equal to the District's cost per employee, including costs relating to (i) premium charges from health care providers, (ii) internal and external administrative costs and fees, plus additional administrative fees to the District to recover the special additional costs of processing charter school employees, (iii) a pro rata share of the District's then-current annual costs of coverage relating to current and future retirees, on the same basis as the District charges categorical accounts for coverage of categorically-funded District employees. All such charges to the Charter School shall be as determined by the District in its reasonable discretion, and reflected in the annual contract between the District and the Charter School.

c. Service Credit Toward Retirement Coverage: As to any Conversion Charter School employee who has received coverage under the District health plans pursuant to contracts between the Charter School and the District -- any years of service (as defined by the District) under such coverage shall count toward the service requirements for the District's retirement health benefits plan. Any years of service for a Charter School not under continuing District health plan coverage do not count toward the service requirements for District retirement health benefits, but do not cause a forfeiture of prior years' service credits which were accumulated during years when the service did count. In order to qualify for the District's post-retirement coverage plan, the employee must either retire (STRS-qualified) from the District or from the Charter School while under continuing coverage of the District plan and meet all other requirements then applicable to District employees.

~~8~~6.0 Union Relations, Fees and Contractual Obligations: District employees who become employed by a Conversion Charter School and then maintain continuing coverage under the District health benefits plans as described above, shall continue for the duration of such continued coverage to be represented by UTLA as to the benefit levels and terms of such plans, in addition to enforcement with the District of whatever District leave and return rights they may have. Such Charter School employees are required to pay a monthly representation fee to UTLA, in an amount not to exceed that indicated in Article VIII, Section 4.0 et seq., with collection and remission to UTLA to be the responsibility of the Charter School. However, except as just described, none of the District-UTLA union recognition or other contractual obligations are applicable to Charter Schools. Nor are such schools covered by the District-UTLA Agreement unless otherwise arranged by the Charter School or by relations

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established independently between UTLA and the Charter School. In the absence of such established relations, UTLA has no general duty to represent any employees of Charter Schools in their relations with their Charter School employers, and any such representation which UTLA may undertake is voluntary on UTLA's part and in any event is entirely separate and apart from its representation rights and obligations toward the District.

~~9~~7.0 Performance Problems During Charter School Employment: As a condition of any employee obtaining a charter school leave of absence to serve in a Conversion Charter School, and as a condition of a Charter School employer accepting the benefit of the services of each employee on leave of absence from the District, the Charter School shall have the duty, on a reasonably prompt basis, to report to the District -- and provide the District with copies of all pertinent documents – relating to any performance problems, misconduct, complaints, alleged violations of law, unsatisfactory performance reports, negative or below-standard evaluations, terminations, resignations under threat of disciplinary action, suspensions, reprimands, warnings or other corrective or disciplinary actions pertaining to any employee on leave from the District, including all information and documents relating to the resolution or disposition of such matters by the Charter School or by law enforcement authorities, and any related reports to credentialing authorities. By virtue of having accepted a charter school leave of absence, each employee on such leave shall be deemed to have consented to such required disclosure and sharing of information and documents, with the understanding that the District may utilize such information for administrative or statutory proceedings to the same extent (and subject to the same contractual and legal restraints) as if the conduct in question had occurred during active District employment.

~~10~~8.0 Re-affiliation of a Conversion Charter School With the District: If a Charter School chooses to return to the District either as a regular school or as a dependent or affiliated charter school within the District, continuing employees of the re-affiliating school (including employees hired by the Conversion Charter School while it was independent of the District) shall be permitted to become District employees assigned to the site if they are properly credentialed, have had positive evaluations, and a position exists at the school. Employees not previously employed by the District shall be assigned a seniority date corresponding to their first date of District probationary service, rather than their first date of service at the Charter School. All other employees' seniority status shall be determined pursuant to regular District policies and rules.

UTLA Proposal 2-18-25
District Counter 5-28-25
UTLA Verbal Counter: 8-20-25
District Counter 11-20-25 revised 3-11-26
District Counter 4-1-26 revised 4-8-26, 4-11-26

ARTICLE XIII
GRANTING OF PROBATIONARY CONTRACTS, REDUCTION IN FORCE, REASSIGNMENT, RESIGNATION/REINSTATEMENT AND SUBCONTRACTING

1.0 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.

1.1 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.

1.2 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.

1.3 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.

1.4 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.

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

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.

b. The appropriate superintendent must specifically authorize the assignment.

c. Such an exception may not be granted for more than one year.

3.0 Reductions in Force - Order of Termination:

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 effected, 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.

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

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

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.

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

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.

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.

9.1 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.

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.

11.0 Reduction-in-Force for Secondary Counselors:

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

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

(ii) by employees who have solely a PPS credential (the "PPS-only counselors"), who have earned seniority only as counselors.

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

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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.

11.1 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.

12.0 Sub-Contracting. Effective upon ratification, there shall be no further subcontracting of work generally performed by Bargaining Unit employees without the express agreement of the Union.

12.1 Within six (6) months of ratification, the parties will begin discussions exploring bringing subcontracted unit work back into the direct employment of the District during the term of this Agreement. As an initial step in this process, starting with Speech and Language Pathologists and continuing with other positions as identified the District will post an equivalent number of positions as those subcontracted for work during the traditional work day.

12.2 UTLA bargaining unit members shall not be displaced or reduced as a result of subcontracted work.

12.3 The District shall provide UTLA a quarterly list of Requests for Proposals ("RFPs") that the District issues for procurement of services by third parties. UTLA may demand to bargain the effects of subcontracting functions it believes have been generally performed by UTLA Bargaining Unit employees. To the extent that said RFP's relate to the subcontracting of work generally

performed by Bargaining Unit employees such subcontracting is contingent upon the express written agreement of UTLA.

12.4 Bargaining unit members will have priority over subcontracted staff in all matters related to assignment choices and additional work opportunities.

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ARTICLE XIII – A

USE AND IMPACT OF ADVANCED TECHNOLOGY

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

2.0 Artificial Intelligence shall not be used to surveil or share information of any employees or students.

3.0 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 in accordance with Article IV, Section 9.0.

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Salary Agreement- UTLA and LAUSD

PART I: Salaries and Salary Schedule:

1. Effective July 1, 2025 the restructured salary schedules attached as appendix _and described below shall be implemented. Regardless of placement on the restructured salary schedule no employee shall receive less than an 8 percent salary increase as a result of implementation of the new salary schedules. The salary schedules will be implemented in the following manner:

    a. Effective July 1, 2025, the restructured salary schedules will be implemented. Salary increases from implementation at this phase shall be limited to 4% .

    b. Effective July 1, 2026: Employees will receive a salary increase to the applicable rate on the new schedule based on their column and row placement on that date, to a maximum of 5%.

    Example 1: If implementation of the new salary schedule results in an 8% pay increase for an employee they will receive a 4% salary increase and be fully on the schedule on July 1, 2026 (after the 4% from July 1, 2025 and their 4% from July 1, 2026).

    Example 2: If implementation of the new salary schedule results in a 9% pay increase for an employee they will be fully on the schedule on July 1, 2026 (after the 4% from July 1, 2025 and their 5% from July 1, 2026).

    Example 3: If implementation of the new salary schedule results in a 10% pay increase for an employee they will receive a 5% salary increase, for a cumulative 9% increase to date and will remain 1% below the salary schedule until the next implementation phase described below.

    c. Effective January 1, 2027 any employee who is not yet at their proper placement on the restructured salary schedule will receive a salary increase equal to the amount necessary to reach their proper placement on the salary schedule up to a maximum of 8%.

    d. Effective June 30, 2027 any employee who is not yet at their proper placement on the restructured salary schedule will receive the salary increase necessary to be fully placed on the salary schedule at their proper placement.

2. Employees for whom the maximum increases result in a salary rate below their appropriate scale placement will continue to advance across the columns and down the rows (annivesary date and salary point increases) regardless of the maximum increases.

Salary Schedule Restructuring to be implemented July 1, 2025:

1. **Preparation Salary (T) TABLE**
   - **a)** Starting Salary shall increase by **11.6508% to:**
     - C Basis: $77,000.00
     - B Basis: $83,417.69
     - A Basis: $98,560.89
   - **b)** Increases between each of the columns (pay scale level) will be the following:
     - Columns 1-10: 3.25%
     - Columns 10- 15: 2.5%
     - Longevity Steps 20, 25, 30: 1.5%
   - **c)** Increases between rows (salary points) shall become 1.5%.
   - **d)** The last two rows (26 and 27) shall be eliminated so that the number of salary points needed to advance past column 10 is 70. The 14-point increments to move down the rows will be maintained. Upon implementation, employees in column 10 rows 25, 26 will be redistributed across columns 11 – 30 based on assignment anniversary date.
   - e) Secondary school Career Technical Education teachers will be added to the T table with column placement based on years of service and credit for documented courses eligible for salary points. Secondary Career Technical Education Teachers will be placed on an move through the scale in the same manner as other employees on the scale regardless of whether they have a bachelor's degree.
   - f) To achieve the 8 percent minimum increase employees in certain cells will be advanced as described below on July 1, 2025 (subject to the maximum increases described above)
     1) Employees currently in the following cells will be advanced **one** pay scale level (column):
        - **i.** PSG (row) 26 PSL (column) 11, PSG (row) 27 PSL (column) 4-8, PSG (row) 27 PSL (column) 13
     2) Employees currently in the following cells will be advanced **two** pay scale levels (columns):
        - **i.** PSG (row) 26 PSL (column) 10, PSG (row) 27 PSL (column) 9, PSG (row) 27 PSL (column) 11-12
     3) Employees currently in the following cells will be advanced **three** pay scale levels (columns):
        - i. PSG (row) 27 PSL (column) 10

2. **SE TABLE:** Special Education Teachers and Other Special Education Certificated Employees
   - **a)** Starting salary shall increase by **11.6508%** to:
     - C Basis: $ 80,203.26
     - B Basis: $ 86,886.68
     - A Basis: $ 102,612.70

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b) Increases between each of the columns (pay scale level) will be the following:

- Columns 1-10: 3.25%
- Columns 10- 15: 2.5%
- Longevity Steps 20, 25, 30: 1.5%

c) Increases between rows (salary points) shall be 1.5%.

d) The last two rows (26 and 27) shall be eliminated so that the number of salary points needed to advance to column 11 is 70. The 14-point increments to move down the rows shall be maintained. Upon implementation, employees in column 10 rows 25, 26 will be redistributed across columns 11 – 30 based on assignment anniversary date.

g) To achieve the 8 percent minimum increase employees in certain cells will be advanced as described below on July 1, 2025 (subject to the maximum increases described above)

1) Employees currently in the following cells will be advanced **one** pay scale level (column):

i. PSG (row) 26 PSL (column) 10, PSG (row) 27 PSL (column) 4-9, PSG (row) 27 PSL (column) 12

2) Employees currently in the following cells will be advanced **two** pay scale levels (columns):

i. PSG (row) 27 PSL (column) 11

3) Employees currently in the following cells will be advanced **three** pay scale levels (columns):

i. PSG (row) 27 PSL (column) 10

3. **L TABLE (Alternative Certification):**

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

- C Basis: $ 67,131.16
- B Basis: $ 72,725.98
- A Basis: $ 85,928.69

b) Increase between each of the columns pay scale level) shall be the following:

- Columns 1-10: 3.25%
- Columns 10- 15: 2.5%
- Longevity Steps 20, 25, 30: 1.5%

c) Increases between rows (salary points) shall be 1.5%.

d) The last two rows (26 and 27) shall be eliminated so that the number of salary points needed to advance to column 11 is 70. Maintain the 14-point increments to move down the rows. Upon implementation, redistribute educators in column 10 rows 25, 26 across columns 11 – 30 based on assignment anniversary date.

e) To implement the 8% minimum increases, any employee whose placement on the new schedule results in a salary less than 8% greater than their current salary will be paid at a rate equivalent to an 8% above their current rate.

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

4. **N TABLE:** School Nurses
   - **a)** Starting Salary shall increase by **11.6508%** to:
     - C Basis: $ 110,471.80
     - B Basis: $ 119,677.42
   - **b)** Increases between each of the columns (pay scale level) shall be the following:
     - Columns 1-10: 3.25%
     - Columns 10- 15: 2.5%
     - Longevity Steps 20, 25, 30: 1.5%

5. **D TABLE:** Special Services
   - a) Starting salaries in all rows increase by 11.6508%
   - b) Increases between each of the columns (pay scale level) shall be the following:
     - Columns 1-5: 5.5%
     - Columns C1 – C4: 2%

6. **C TABLE:** Early Education
   - a) Starting salary shall increase to 68.81% of proposed T Table starting salary (current relationship) to:
     - C Basis: $ 52,981.67
     - A Basis: $ 67,785.46
     - E Basis: $ 60,772.67
   - b) Increases between each of the columns shall be 4%
   - c) Increases between the rows shall be 5%
   - d) Those with BA become eligible for the longevity step at year 20
   - e) All rows shall extend 10 columns. Upon implementation, redistribute educators in column 5 across columns 6 to 10 based on assignment anniversary date. Redistribute those with 20 years or more of service who have a BA to the 20-year column.

7. **NP TABLE:** Nurse Practitioners
   - a) Starting salary shall increase 11.6508% to $ 133,146.97
   - b) Increases between each of the columns shall be the following:
     - Columns 1-5: 5% (from current average of 4.56%)
     - Columns C1 - C4: 1.5%, (from current average of 1.3%)

8. **THR Hourly Rates:** Adult Education Teachers

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a) Starting hourly rate (OA) shall increase by 11.6508% to $65.22
b) Increases between each of the columns shall be 5%.
c) Criteria for advancing across the columns: an employee advances to the next column after one year of at least 734 hours and 30 hours of staff development for all columns.

9. **Substitute Rates: T**he daily rate for substitute employees and all incentive rates will be increased by 11.6508%, including but not limited to the Resident Program, Incentive Plan, and Extended Substitute. The increase in the daily rate will be implemented in the following manner:
    a) July 1, 2025: 2%
    b) January 1, 2026: 2%
    c) July 1, 2026: 4%
    d) January 1, 2027: 3.65%

Notes:

1. *The dollar amounts listed in the union's proposals of A Basis, B Basis, and C Basis above are provided to clarify the union's proposal. However, the union's proposal applies to all bargaining unit members on those tables, including those who may be on a basis other than A, B and C. Should there be Bargaining Unit members not covered under the tables and rates listed above the union proposes to increase the salary of those employees and the applicable scales by 11.6508%.*
2. *No bargaining unit members shall receive a salary reduction under this proposal.*
3. *Corresponding edits will be made in Article XIV Salaries.*

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UTLA SALARY PROPOSAL 4/11/2026

NP TABLE:

Nurse Practitioners

PROPOSAL SCALE

	5% Steps 1-5					1.5% Steps C1-C4			
	1	2	3	4	5	C1	C2	C3	C4
34 (C Basis)	$ 133,146.97	$ 139,804.32	$ 146,794.54	$ 154,134.26	$ 161,840.98	$ 164,268.59	$ 166,732.62	$ 169,233.61	$ 171,772.12

UTLA SALARY PROPOSAL 4/11/2026

D TABLE

Optometrists, Psychologists, Social Workers, Speech & Language Pathologists, etc.

PROPOSAL SCALE

		5.5% Steps 1-5					2% Steps C1-C4			
		1	2	3	4	5	C1	C2	C3	C4
10D	E basis	$ 70,615.81	$ 74,499.67	$ 78,597.16	$ 82,920.00	$ 87,480.60	$ 89,230.21	$ 91,014.82	$ 92,835.11	$ 94,691.81
	B basis	$ 66,692.39	$ 70,360.48	$ 74,230.30	$ 78,312.97	$ 82,620.18	$ 84,272.59	$ 85,958.04	$ 87,677.20	$ 89,430.74
	C basis	$ 61,562.04	$ 64,947.95	$ 68,520.09	$ 72,288.69	$ 76,264.57	$ 77,789.86	$ 79,345.66	$ 80,932.57	$ 82,551.22
11D	E basis	$ 72,478.14	$ 76,464.44	$ 80,669.98	$ 85,106.83	$ 89,787.71	$ 91,583.46	$ 93,415.13	$ 95,283.43	$ 97,189.10
	B basis	$ 68,450.90	$ 72,215.69	$ 76,187.56	$ 80,377.87	$ 84,798.66	$ 86,494.63	$ 88,224.52	$ 89,989.01	$ 91,788.79
	C basis	$ 63,185.44	$ 66,660.64	$ 70,326.98	$ 74,194.96	$ 78,275.68	$ 79,841.20	$ 81,438.02	$ 83,066.78	$ 84,728.12
12D	E basis	$ 74,298.05	$ 78,384.44	$ 82,695.59	$ 87,243.84	$ 92,042.26	$ 93,883.10	$ 95,760.76	$ 97,675.98	$ 99,629.50
	B basis	$ 70,170.32	$ 74,029.69	$ 78,101.32	$ 82,396.89	$ 86,928.72	$ 88,667.29	$ 90,440.64	$ 92,249.45	$ 94,094.44
	C basis	$ 64,772.00	$ 68,334.46	$ 72,092.86	$ 76,057.96	$ 80,241.15	$ 81,845.97	$ 83,482.89	$ 85,152.55	$ 86,855.60
13D	E basis	$ 76,285.43	$ 80,481.13	$ 84,907.60	$ 89,577.51	$ 94,504.28	$ 96,394.36	$ 98,322.25	$ 100,288.69	$ 102,294.47
	B basis	$ 72,048.29	$ 76,010.94	$ 80,191.54	$ 84,602.08	$ 89,255.19	$ 91,040.30	$ 92,861.10	$ 94,718.32	$ 96,612.69
	C basis	$ 66,505.94	$ 70,163.76	$ 74,022.77	$ 78,094.02	$ 82,389.20	$ 84,036.98	$ 85,717.72	$ 87,432.07	$ 89,180.71
14D	E basis	$ 78,085.25	$ 82,379.93	$ 86,910.83	$ 91,690.93	$ 96,733.93	$ 98,668.61	$ 100,641.98	$ 102,654.82	$ 104,707.91
	B basis	$ 73,746.49	$ 77,802.55	$ 82,081.69	$ 86,596.19	$ 91,358.98	$ 93,186.15	$ 95,049.88	$ 96,950.88	$ 98,889.89
	C basis	$ 68,074.63	$ 71,818.74	$ 75,768.77	$ 79,936.05	$ 84,332.53	$ 86,019.18	$ 87,739.57	$ 89,494.36	$ 91,284.25
15D	E basis	$ 80,136.27	$ 84,543.77	$ 89,193.67	$ 94,099.33	$ 99,274.79	$ 101,260.28	$ 103,285.49	$ 105,351.20	$ 107,458.22
	B basis	$ 75,683.64	$ 79,846.24	$ 84,237.78	$ 88,870.86	$ 93,758.75	$ 95,633.93	$ 97,546.61	$ 99,497.54	$ 101,487.49
	C basis	$ 69,862.16	$ 73,704.58	$ 77,758.33	$ 82,035.04	$ 86,546.97	$ 88,277.91	$ 90,043.47	$ 91,844.34	$ 93,681.22
16D	E basis	$ 82,186.18	$ 86,706.42	$ 91,475.27	$ 96,506.41	$ 101,814.27	$ 103,850.55	$ 105,927.56	$ 108,046.12	$ 110,207.04
	B basis	$ 77,619.66	$ 81,888.74	$ 86,392.62	$ 91,144.22	$ 96,157.15	$ 98,080.29	$ 100,041.90	$ 102,042.74	$ 104,083.59
	C basis	$ 71,648.58	$ 75,589.25	$ 79,746.66	$ 84,132.72	$ 88,760.02	$ 90,535.22	$ 92,345.93	$ 94,192.84	$ 96,076.70
17D	E basis	$ 84,195.90	$ 88,826.67	$ 93,712.14	$ 98,866.31	$ 104,303.95	$ 106,390.03	$ 108,517.83	$ 110,688.19	$ 112,901.95
	B basis	$ 79,518.84	$ 83,892.38	$ 88,506.46	$ 93,374.32	$ 98,509.90	$ 100,480.10	$ 102,489.70	$ 104,539.50	$ 106,630.29
	C basis	$ 73,401.49	$ 77,438.58	$ 81,697.70	$ 86,191.07	$ 90,931.58	$ 92,750.21	$ 94,605.22	$ 96,497.32	$ 98,427.27
18D	E basis	$ 86,245.81	$ 90,989.33	$ 95,993.74	$ 101,273.39	$ 106,843.43	$ 108,980.30	$ 111,159.90	$ 113,383.10	$ 115,650.77
	B basis	$ 81,453.75	$ 85,933.71	$ 90,660.06	$ 95,646.37	$ 100,906.92	$ 102,925.05	$ 104,983.56	$ 107,083.23	$ 109,224.89
	C basis	$ 75,187.91	$ 79,323.24	$ 83,686.02	$ 88,288.75	$ 93,144.63	$ 95,007.53	$ 96,907.68	$ 98,845.83	$ 100,822.75
19D	E basis	$ 88,546.93	$ 93,417.01	$ 98,554.95	$ 103,975.47	$ 109,694.12	$ 111,888.00	$ 114,125.76	$ 116,408.28	$ 118,736.44
	B basis	$ 83,627.59	$ 88,227.11	$ 93,079.60	$ 98,198.98	$ 103,599.92	$ 105,671.92	$ 107,785.36	$ 109,941.07	$ 112,139.89
	C basis	$ 77,195.39	$ 81,441.14	$ 85,920.40	$ 90,646.02	$ 95,631.55	$ 97,544.18	$ 99,495.07	$ 101,484.97	$ 103,514.67
20D	E basis	$ 90,892.71	$ 95,891.81	$ 101,165.86	$ 106,729.99	$ 112,600.13	$ 114,852.14	$ 117,149.18	$ 119,492.16	$ 121,882.01
	B basis	$ 85,842.75	$ 90,564.10	$ 95,545.12	$ 100,800.10	$ 106,344.11	$ 108,470.99	$ 110,640.41	$ 112,853.22	$ 115,110.28
	C basis	$ 79,239.72	$ 83,597.90	$ 88,195.78	$ 93,046.55	$ 98,164.11	$ 100,127.40	$ 102,129.94	$ 104,172.54	$ 106,255.99
21D	E basis	$ 93,360.20	$ 98,495.01	$ 103,912.23	$ 109,627.41	$ 115,656.91	$ 117,970.05	$ 120,329.45	$ 122,736.04	$ 125,190.76
	B basis	$ 88,172.90	$ 93,022.41	$ 98,138.64	$ 103,536.27	$ 109,230.76	$ 111,415.38	$ 113,643.68	$ 115,916.56	$ 118,234.89
	C basis	$ 81,391.23	$ 85,867.74	$ 90,590.47	$ 95,572.95	$ 100,829.46	$ 102,846.05	$ 104,902.97	$ 107,001.03	$ 109,141.05
22D	E basis	$ 95,746.18	$ 101,012.22	$ 106,567.89	$ 112,429.12	$ 118,612.72	$ 120,984.98	$ 123,404.68	$ 125,872.77	$ 128,390.23
	B basis	$ 90,426.01	$ 95,399.44	$ 100,646.41	$ 106,181.97	$ 112,021.97	$ 114,262.41	$ 116,547.66	$ 118,878.62	$ 121,256.19
	C basis	$ 83,470.17	$ 88,061.03	$ 92,904.38	$ 98,014.12	$ 103,404.90	$ 105,473.00	$ 107,582.46	$ 109,734.11	$ 111,928.79
23D	E basis	$ 98,088.61	$ 103,483.48	$ 109,175.08	$ 115,179.70	$ 121,514.59	$ 123,944.88	$ 126,423.78	$ 128,952.25	$ 131,531.30
	B basis	$ 92,638.93	$ 97,734.07	$ 103,109.45	$ 108,780.47	$ 114,763.39	$ 117,058.66	$ 119,399.83	$ 121,787.83	$ 124,223.59
	C basis	$ 85,513.38	$ 90,216.61	$ 95,178.53	$ 100,413.34	$ 105,936.08	$ 108,054.80	$ 110,215.90	$ 112,420.21	$ 114,668.62
	A Basis	$ 109,406.66	$ 115,424.02	$ 121,772.34	$ 128,469.82	$ 135,535.66	$ 138,246.38	$ 141,011.30	$ 143,831.53	$ 146,708.16
28D	E basis	$ 108,155.05	$ 114,103.58	$ 120,379.27	$ 127,000.13	$ 133,985.14	$ 136,664.84	$ 139,398.14	$ 142,186.10	$ 145,029.83
	B basis	$ 102,147.12	$ 107,765.21	$ 113,692.30	$ 119,945.37	$ 126,542.37	$ 129,073.22	$ 131,654.68	$ 134,287.77	$ 136,973.53
	C basis	$ 94,289.13	$ 99,475.03	$ 104,946.16	$ 110,718.20	$ 116,807.70	$ 119,143.86	$ 121,526.73	$ 123,957.27	$ 126,436.41
29D	E basis	$ 111,188.60	$ 117,303.98	$ 123,755.69	$ 130,562.26	$ 137,743.18	$ 140,498.05	$ 143,308.01	$ 146,174.17	$ 149,097.65
	B basis	$ 105,012.08	$ 110,787.74	$ 116,881.07	$ 123,309.53	$ 130,091.55	$ 132,693.38	$ 135,347.25	$ 138,054.20	$ 140,815.28
	C basis	$ 96,934.14	$ 102,265.52	$ 107,890.12	$ 113,824.08	$ 120,084.40	$ 122,486.09	$ 124,935.81	$ 127,434.53	$ 129,983.22
30D	E basis	$ 114,054.68	$ 120,327.69	$ 126,945.71	$ 133,927.72	$ 141,293.75	$ 144,119.62	$ 147,002.02	$ 149,942.06	$ 152,940.90
	B basis	$ 107,718.49	$ 113,643.01	$ 119,893.38	$ 126,487.51	$ 133,444.33	$ 136,113.21	$ 138,835.48	$ 141,612.19	$ 144,444.43
	C basis	$ 99,432.89	$ 104,901.69	$ 110,671.29	$ 116,758.21	$ 123,179.91	$ 125,643.51	$ 128,156.38	$ 130,719.51	$ 133,333.90

PROPOSAL SCALE

		5.5% Steps 1-5					2% Steps C1-C4			
		1	2	3	4	5	C1	C2	C3	C4
31D	E basis	$ 117,109.45	$ 123,550.47	$ 130,345.74	$ 137,514.76	$ 145,078.07	$ 147,979.63	$ 150,939.22	$ 153,958.01	$ 157,037.17
	B basis	$ 110,603.55	$ 116,686.75	$ 123,104.52	$ 129,875.27	$ 137,018.41	$ 139,758.78	$ 142,553.95	$ 145,405.03	$ 148,313.13
	C basis	$ 102,095.76	$ 107,711.03	$ 113,635.13	$ 119,885.06	$ 126,478.74	$ 129,008.32	$ 131,588.48	$ 134,220.25	$ 136,904.66
32D	E basis	$ 120,122.90	$ 126,729.66	$ 133,699.79	$ 141,053.28	$ 148,811.21	$ 151,787.44	$ 154,823.19	$ 157,919.65	$ 161,078.04
	B basis	$ 113,449.53	$ 119,689.26	$ 126,272.17	$ 133,217.13	$ 140,544.08	$ 143,354.96	$ 146,222.06	$ 149,146.50	$ 152,129.43
	C basis	$ 104,722.90	$ 110,482.66	$ 116,559.21	$ 122,969.97	$ 129,733.31	$ 132,327.98	$ 134,974.54	$ 137,674.03	$ 140,427.51
33D	A basis	$ 137,530.38	$ 145,094.56	$ 153,074.76	$ 161,493.87	$ 170,376.03	$ 173,783.55	$ 177,259.22	$ 180,804.41	$ 184,420.50
	E basis	$ 123,302.72	$ 130,084.37	$ 137,239.01	$ 144,787.15	$ 152,750.45	$ 155,805.46	$ 158,921.57	$ 162,100.00	$ 165,342.00
	B basis	$ 116,452.94	$ 122,857.85	$ 129,615.03	$ 136,743.86	$ 144,264.77	$ 147,150.07	$ 150,093.07	$ 153,094.93	$ 156,156.83
	C basis	$ 107,495.19	$ 113,407.43	$ 119,644.84	$ 126,225.30	$ 133,167.70	$ 135,831.05	$ 138,547.67	$ 141,318.62	$ 144,145.00
34D	A basis	$ 141,172.44	$ 148,936.92	$ 157,128.45	$ 165,770.51	$ 174,887.89	$ 178,385.65	$ 181,953.36	$ 185,592.43	$ 189,304.28
	E basis	$ 126,568.51	$ 133,529.77	$ 140,873.91	$ 148,621.98	$ 156,796.18	$ 159,932.11	$ 163,130.75	$ 166,393.37	$ 169,721.23
	B basis	$ 119,536.74	$ 126,111.26	$ 133,047.38	$ 140,364.98	$ 148,085.06	$ 151,046.76	$ 154,067.69	$ 157,149.05	$ 160,292.03
	C basis	$ 110,342.29	$ 116,411.12	$ 122,813.73	$ 129,568.48	$ 136,694.75	$ 139,428.64	$ 142,217.22	$ 145,061.56	$ 147,962.79
35D	A basis	$ 144,952.93	$ 152,925.34	$ 161,336.24	$ 170,209.73	$ 179,571.27	$ 183,162.69	$ 186,825.95	$ 190,562.46	$ 194,373.71
	E basis	$ 129,958.23	$ 137,105.93	$ 144,646.75	$ 152,602.33	$ 160,995.45	$ 164,215.36	$ 167,499.67	$ 170,849.66	$ 174,266.66
	B basis	$ 122,737.77	$ 129,488.34	$ 136,610.20	$ 144,123.76	$ 152,050.57	$ 155,091.58	$ 158,193.41	$ 161,357.28	$ 164,584.43
	C basis	$ 113,296.57	$ 119,527.88	$ 126,101.92	$ 133,037.52	$ 140,354.58	$ 143,161.68	$ 146,024.91	$ 148,945.41	$ 151,924.32
36D	A basis	$ 148,804.89	$ 156,989.16	$ 165,623.56	$ 174,732.85	$ 184,343.16	$ 188,030.02	$ 191,790.63	$ 195,626.44	$ 199,538.97
	E basis	$ 133,410.47	$ 140,748.04	$ 148,489.19	$ 156,656.09	$ 165,272.18	$ 168,577.62	$ 171,949.17	$ 175,388.16	$ 178,895.92
	B basis	$ 125,999.09	$ 132,929.04	$ 140,240.13	$ 147,953.34	$ 156,090.77	$ 159,212.59	$ 162,396.84	$ 165,644.78	$ 168,957.67
	C basis	$ 116,306.68	$ 122,703.54	$ 129,452.24	$ 136,572.11	$ 144,083.58	$ 146,965.25	$ 149,904.56	$ 152,902.65	$ 155,960.70
37D	A basis	$ 152,724.95	$ 161,124.82	$ 169,986.68	$ 179,335.95	$ 189,199.43	$ 192,983.42	$ 196,843.09	$ 200,779.95	$ 204,795.55
	E basis	$ 136,926.35	$ 144,457.30	$ 152,402.46	$ 160,784.59	$ 169,627.74	$ 173,020.30	$ 176,480.70	$ 180,010.32	$ 183,610.52
	B basis	$ 129,319.58	$ 136,432.16	$ 143,935.93	$ 151,852.40	$ 160,204.29	$ 163,408.37	$ 166,676.54	$ 170,010.07	$ 173,410.27
	C basis	$ 119,371.49	$ 125,936.92	$ 132,863.46	$ 140,170.95	$ 147,880.35	$ 150,837.95	$ 153,854.71	$ 156,931.81	$ 160,070.44
38D	A basis	$ 156,949.82	$ 165,582.05	$ 174,689.07	$ 184,296.97	$ 194,433.30	$ 198,321.97	$ 202,288.41	$ 206,334.17	$ 210,460.86
	E basis	$ 140,713.55	$ 148,452.80	$ 156,617.70	$ 165,231.67	$ 174,319.41	$ 177,805.80	$ 181,361.92	$ 184,989.16	$ 188,688.94
	B basis	$ 132,896.88	$ 140,206.20	$ 147,917.54	$ 156,053.01	$ 164,635.93	$ 167,928.64	$ 171,287.22	$ 174,712.96	$ 178,207.22
	C basis	$ 122,674.12	$ 129,421.20	$ 136,539.37	$ 144,049.03	$ 151,971.73	$ 155,011.16	$ 158,111.39	$ 161,273.62	$ 164,499.09
39D	A basis	$ 161,243.91	$ 170,112.32	$ 179,468.50	$ 189,339.27	$ 199,752.93	$ 203,747.98	$ 207,822.94	$ 211,979.40	$ 216,218.99
	E basis	$ 144,563.27	$ 152,514.25	$ 160,902.53	$ 169,752.17	$ 179,088.54	$ 182,670.31	$ 186,323.72	$ 190,050.20	$ 193,851.20
	B basis	$ 136,532.23	$ 144,041.50	$ 151,963.78	$ 160,321.79	$ 169,139.49	$ 172,522.28	$ 175,972.72	$ 179,492.18	$ 183,082.02
	C basis	$ 126,029.23	$ 132,960.84	$ 140,273.69	$ 147,988.74	$ 156,128.12	$ 159,250.68	$ 162,435.70	$ 165,684.41	$ 168,998.10
40D	A basis	$ 165,608.34	$ 174,716.80	$ 184,326.22	$ 194,464.16	$ 205,159.69	$ 209,262.88	$ 213,448.14	$ 217,717.11	$ 222,071.45
	E basis	$ 148,476.63	$ 156,642.85	$ 165,258.20	$ 174,347.41	$ 183,936.51	$ 187,615.24	$ 191,367.55	$ 195,194.90	$ 199,098.80
	B basis	$ 140,227.87	$ 147,940.40	$ 156,077.12	$ 164,661.37	$ 173,717.74	$ 177,192.10	$ 180,735.94	$ 184,350.66	$ 188,037.67
	C basis	$ 129,441.28	$ 136,560.55	$ 144,071.38	$ 151,995.31	$ 160,355.05	$ 163,562.15	$ 166,833.39	$ 170,170.06	$ 173,573.46

KKH 4-12-26

CC 4-12-26

UTLA SALARY PROPOSAL 4/11/2026

THR TABLE:

Adult Education Teachers

PROPOSAL SCALE

5% Steps 0A - 5

0A	0B	0C	1	2	3	4	5
$ 65.22	$ 68.49	$ 71.91	$ 75.51	$ 79.28	$ 83.25	$ 87.41	$ 91.78

UTLA SALARY PROPOSAL 4/11/2026

C TABLE:

Early Education Teachers

MODEL NEW SCALE

4% Steps 1-20

		1	2	3	4	5	6	7	8	9	10	20	
15 (A Basis)	Minimum	$ 67,785.46	$ 70,496.87	$ 73,316.75	$ 76,249.42	$ 79,299.40	$ 82,471.37	$ 85,770.23	$ 89,201.04	$ 92,769.08	$ 96,479.84		5% Rows 15-19
15 (C Basis)		$ 52,981.67	$ 55,100.94	$ 57,304.98	$ 59,597.18	$ 61,981.06	$ 64,460.30	$ 67,038.72	$ 69,720.27	$ 72,509.08	$ 75,409.44		
15 (E Basis)		$ 60,772.67	$ 63,203.57	$ 65,731.72	$ 68,360.99	$ 71,095.43	$ 73,939.24	$ 76,896.81	$ 79,972.68	$ 83,171.59	$ 86,498.46		
16 (A Basis)	+14 pts	$ 71,174.73	$ 74,021.72	$ 76,982.59	$ 80,061.89	$ 83,264.37	$ 86,594.94	$ 90,058.74	$ 93,661.09	$ 97,407.53	$ 101,303.83		
16 (C Basis)		$ 55,630.76	$ 57,855.99	$ 60,170.23	$ 62,577.03	$ 65,080.12	$ 67,683.32	$ 70,390.65	$ 73,206.28	$ 76,134.53	$ 79,179.91		
16 (E Basis)		$ 63,811.30	$ 66,363.75	$ 69,018.30	$ 71,779.03	$ 74,650.20	$ 77,636.20	$ 80,741.65	$ 83,971.32	$ 87,330.17	$ 90,823.38		
17 (A Basis)	+28 pts	$ 74,733.47	$ 77,722.80	$ 80,831.72	$ 84,064.99	$ 87,427.58	$ 90,924.69	$ 94,561.68	$ 98,344.14	$ 102,277.91	$ 106,369.02		
17 (C Basis)		$ 58,412.29	$ 60,748.78	$ 63,178.74	$ 65,705.89	$ 68,334.12	$ 71,067.49	$ 73,910.19	$ 76,866.59	$ 79,941.26	$ 83,138.91		
17 (E Basis)		$ 67,001.87	$ 69,681.94	$ 72,469.22	$ 75,367.99	$ 78,382.71	$ 81,518.01	$ 84,778.73	$ 88,169.88	$ 91,696.68	$ 95,364.55		
18 (A Basis)	BA	$ 78,470.14	$ 81,608.94	$ 84,873.30	$ 88,268.23	$ 91,798.96	$ 95,470.92	$ 99,289.76	$ 103,261.35	$ 107,391.80	$ 111,687.48	$ 116,154.97	
18 (C Basis)		$ 61,332.91	$ 63,786.22	$ 66,337.67	$ 68,991.18	$ 71,750.83	$ 74,620.86	$ 77,605.69	$ 80,709.92	$ 83,938.32	$ 87,295.85	$ 90,787.69	
18 (E Basis)		$ 70,351.96	$ 73,166.04	$ 76,092.68	$ 79,136.39	$ 82,301.84	$ 85,593.92	$ 89,017.67	$ 92,578.38	$ 96,281.51	$ 100,132.77	$ 104,138.09	
19 (A Basis)	BA + Early Ed Credential	$ 82,393.65	$ 85,689.39	$ 89,116.97	$ 92,681.65	$ 96,388.91	$ 100,244.47	$ 104,254.25	$ 108,424.42	$ 112,761.39	$ 117,271.85	$ 121,962.72	
19 (C Basis)		$ 64,399.55	$ 66,975.54	$ 69,654.56	$ 72,440.74	$ 75,338.37	$ 78,351.90	$ 81,485.98	$ 84,745.42	$ 88,135.24	$ 91,660.64	$ 95,327.07	
19 (E Basis)		$ 73,869.56	$ 76,824.34	$ 79,897.31	$ 83,093.21	$ 86,416.93	$ 89,873.61	$ 93,468.56	$ 97,207.30	$ 101,095.59	$ 105,139.41	$ 109,344.99	

KXM 4-12-26
CC 4/12/26

UTLA SALARY PROPOSAL 4/11/2026

N TABLE

School Nurses

PROPOSED SCALE

	3.25% Steps 1-10										2.5% Steps 11-15					1.5% Longevity Steps		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15 -19	20-24	25-29	30+
27 (C Basis)	$ 110,471.80	$ 114,062.14	$ 117,769.16	$ 121,596.66	$ 125,548.55	$ 129,628.87	$ 133,841.81	$ 138,191.67	$ 142,682.90	$ 147,320.10	$ 151,003.10	$ 154,778.18	$ 158,647.63	$ 162,613.82	$ 166,679.17	$ 169,179.35	$ 171,717.04	$ 174,292.80
27 (B Basis)	$ 119,677.42	$ 123,566.93	$ 127,582.86	$ 131,729.30	$ 136,010.50	$ 140,430.84	$ 144,994.85	$ 149,707.18	$ 154,572.66	$ 159,596.27	$ 163,586.18	$ 167,675.83	$ 171,867.73	$ 176,164.42	$ 180,568.53	$ 183,277.06	$ 186,026.22	$ 188,816.61

UTLA SALARY PROPOSAL 4/11/2026

L TABLE:

Alternative Certification

PROPOSED SCALE

		3.25% Steps 1-10										2.5% Steps 11-15					1.5% Longevity Steps		
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15 -19	20-24	25-29	30+
20 (min)	C Basis	$ 67,131.16	$ 69,312.92	$ 71,565.59	$ 73,891.47	$ 76,292.95	$ 78,772.47	$ 81,332.57	$ 83,975.88	$ 86,705.10	$ 89,523.01								
	B Basis	$ 72,725.98	$ 75,089.58	$ 77,529.99	$ 80,049.71	$ 82,651.33	$ 85,337.50	$ 88,110.96	$ 90,974.57	$ 93,931.24	$ 96,984.01								
	A Basis	$ 85,928.69	$ 88,721.37	$ 91,604.82	$ 94,581.97	$ 97,655.89	$ 100,829.70	$ 104,106.67	$ 107,490.13	$ 110,983.56	$ 114,590.53								
21 (+14 pts)	C Basis	$ 68,138.13	$ 70,352.62	$ 72,639.08	$ 74,999.85	$ 77,437.34	$ 79,954.06	$ 82,552.56	$ 85,235.52	$ 88,005.67	$ 90,865.86								
	B Basis	$ 73,816.87	$ 76,215.92	$ 78,692.94	$ 81,250.46	$ 83,891.10	$ 86,617.56	$ 89,432.63	$ 92,339.19	$ 95,340.21	$ 98,438.77								
	A Basis	$ 87,217.62	$ 90,052.19	$ 92,978.89	$ 96,000.70	$ 99,120.72	$ 102,342.15	$ 105,668.27	$ 109,102.49	$ 112,648.32	$ 116,309.39								
22 (+28 pts)	C Basis	$ 69,160.20	$ 71,407.91	$ 73,728.66	$ 76,124.84	$ 78,598.90	$ 81,153.37	$ 83,790.85	$ 86,514.05	$ 89,325.76	$ 92,228.85								
	B Basis	$ 74,924.12	$ 77,359.16	$ 79,873.33	$ 82,469.21	$ 85,149.46	$ 87,916.82	$ 90,774.12	$ 93,724.28	$ 96,770.32	$ 99,915.35								
	A Basis	$ 88,525.88	$ 91,402.97	$ 94,373.57	$ 97,440.71	$ 100,607.54	$ 103,877.28	$ 107,253.29	$ 110,739.02	$ 114,338.04	$ 118,054.03								
23 (+42 pts)	C Basis	$ 70,197.60	$ 72,479.02	$ 74,834.59	$ 77,266.72	$ 79,777.89	$ 82,370.67	$ 85,047.71	$ 87,811.76	$ 90,665.65	$ 93,612.28								
	B Basis	$ 76,047.99	$ 78,519.55	$ 81,071.43	$ 83,706.25	$ 86,426.71	$ 89,235.57	$ 92,135.73	$ 95,130.14	$ 98,221.87	$ 101,414.08								
	A Basis	$ 89,853.77	$ 92,774.02	$ 95,789.17	$ 98,902.32	$ 102,116.65	$ 105,435.44	$ 108,862.09	$ 112,400.11	$ 116,053.11	$ 119,824.84								
24 (+56 pts)	C Basis	$ 71,250.57	$ 73,566.21	$ 75,957.11	$ 78,425.72	$ 80,974.55	$ 83,606.23	$ 86,323.43	$ 89,128.94	$ 92,025.63	$ 95,016.46								
	B Basis	$ 77,188.71	$ 79,697.34	$ 82,287.50	$ 84,961.85	$ 87,723.11	$ 90,574.11	$ 93,517.77	$ 96,557.09	$ 99,695.20	$ 102,935.29								
	A Basis	$ 91,201.58	$ 94,165.63	$ 97,226.01	$ 100,385.86	$ 103,648.40	$ 107,016.97	$ 110,495.02	$ 114,086.11	$ 117,793.91	$ 121,622.21								
25 (+70 pts)	C Basis	$ 72,319.32	$ 74,669.70	$ 77,096.47	$ 79,602.10	$ 82,189.17	$ 84,860.32	$ 87,618.28	$ 90,465.87	$ 93,406.02	$ 96,441.71	$ 98,852.75	$ 101,324.07	$ 103,857.17	$ 106,453.60	$ 109,114.94	$ 110,751.67	$ 112,412.94	$ 114,099.14
	B Basis	$ 78,346.54	$ 80,892.80	$ 83,521.82	$ 86,236.27	$ 89,038.95	$ 91,932.72	$ 94,920.53	$ 98,005.45	$ 101,190.63	$ 104,479.32	$ 107,091.31	$ 109,768.59	$ 112,512.80	$ 115,325.62	$ 118,208.76	$ 119,981.89	$ 121,781.62	$ 123,608.35
	A Basis	$ 92,569.60	$ 95,578.11	$ 98,684.40	$ 101,891.65	$ 105,203.12	$ 108,622.23	$ 112,152.45	$ 115,797.40	$ 119,560.82	$ 123,446.54	$ 126,532.71	$ 129,696.03	$ 132,938.43	$ 136,261.89	$ 139,668.43	$ 141,763.46	$ 143,889.91	$ 146,048.26

1.5% Rows 20-25

IMPLEMENTATION RAISE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15 -19	20-24	25-29	30+
20 all bases	11.65%	15.28%	19.03%	20.79%	18.61%	21.20%	21.38%	21.25%	19.68%	18.32%								
21 all bases	13.33%	17.01%	19.77%	18.98%	18.16%	17.63%	17.01%	16.60%	16.41%	15.05%								
22 all bases	15.03%	17.74%	16.78%	15.44%	14.57%	13.63%	13.08%	12.40%	12.12%	11.08%								
23 all bases	15.74%	14.89%	13.48%	12.30%	11.00%	10.08%	9.36%	8.84%	8.40%	8.00%								
24 all bases	12.95%	12.31%	10.72%	9.12%	8.02%	8.00%	8.00%	8.00%	8.00%	8.00%								
25 all bases	10.80%	9.78%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.07%	10.77%	13.54%	15.24%	16.97%	18.72%
26 all bases	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.70%	10.33%	11.98%	13.66%
27 all bases	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%

To ensure no employee on this table recieves lower than 8% on implementation, all employees whose new salary is less than an 8% increased over their status quo salary will be paid at a rate of 8% over status quo, the implementation raises are listed in the second table

UTLA SALARY PROPOSAL 4/11/2026

SE TABLE

Special Education Teachers and Other Special Education Certificated Employees

PROPOSED SCALE

		3.25% Steps 1-10										2.5% Steps 11-15					1.5% Longevity Steps			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15 -19	20-24	25-29	30+	
20 (min)	C Basis	$ 80,203.26	$ 82,809.87	$ 85,501.19	$ 88,279.98	$ 91,149.08	$ 94,111.42	$ 97,170.04	$ 100,328.07	$ 103,588.73	$ 106,955.37									1.5% Rows 20-25
	B Basis	$ 86,886.68	$ 89,710.50	$ 92,626.09	$ 95,636.44	$ 98,744.62	$ 101,953.82	$ 105,267.32	$ 108,688.51	$ 112,220.89	$ 115,868.06									
	A Basis	$ 102,612.70	$ 105,947.61	$ 109,390.91	$ 112,946.12	$ 116,616.87	$ 120,406.91	$ 124,320.14	$ 128,360.54	$ 132,532.26	$ 136,839.56									
21 (+14 pts)	C Basis	$ 81,406.31	$ 84,052.02	$ 86,783.71	$ 89,604.18	$ 92,516.31	$ 95,523.09	$ 98,627.59	$ 101,832.99	$ 105,142.56	$ 108,559.70									
	B Basis	$ 88,189.98	$ 91,056.16	$ 94,015.48	$ 97,070.98	$ 100,225.79	$ 103,483.13	$ 106,846.33	$ 110,318.84	$ 113,904.20	$ 117,606.09									
	A Basis	$ 104,151.89	$ 107,536.83	$ 111,031.78	$ 114,640.31	$ 118,366.12	$ 122,213.02	$ 126,184.94	$ 130,285.95	$ 134,520.24	$ 138,892.15									
22 (+28 pts)	C Basis	$ 82,627.41	$ 85,312.80	$ 88,085.46	$ 90,948.24	$ 93,904.06	$ 96,955.94	$ 100,107.01	$ 103,360.49	$ 106,719.70	$ 110,188.09									
	B Basis	$ 89,512.83	$ 92,422.00	$ 95,425.71	$ 98,527.05	$ 101,729.18	$ 105,035.38	$ 108,449.03	$ 111,973.62	$ 115,612.76	$ 119,370.18									
	A Basis	$ 105,714.17	$ 109,149.88	$ 112,697.25	$ 116,359.91	$ 120,141.61	$ 124,046.21	$ 128,077.71	$ 132,240.24	$ 136,538.05	$ 140,975.54									
23 (+42 pts)	C Basis	$ 83,866.82	$ 86,592.49	$ 89,406.74	$ 92,312.46	$ 95,312.62	$ 98,410.28	$ 101,608.61	$ 104,910.89	$ 108,320.50	$ 111,840.91									
	B Basis	$ 90,855.52	$ 93,808.33	$ 96,857.10	$ 100,004.96	$ 103,255.12	$ 106,610.91	$ 110,075.76	$ 113,653.22	$ 117,346.95	$ 121,160.73									
	A Basis	$ 107,299.88	$ 110,787.13	$ 114,387.71	$ 118,105.31	$ 121,943.73	$ 125,906.91	$ 129,998.88	$ 134,223.84	$ 138,586.12	$ 143,090.17									
24 (+56 pts)	C Basis	$ 85,124.82	$ 87,891.38	$ 90,747.85	$ 93,697.15	$ 96,742.31	$ 99,886.43	$ 103,132.74	$ 106,484.56	$ 109,945.30	$ 113,518.53									
	B Basis	$ 92,218.36	$ 95,215.45	$ 98,309.96	$ 101,505.03	$ 104,803.94	$ 108,210.07	$ 111,726.90	$ 115,358.02	$ 119,107.16	$ 122,978.14									
	A Basis	$ 108,909.38	$ 112,448.94	$ 116,103.53	$ 119,876.89	$ 123,772.89	$ 127,795.51	$ 131,948.86	$ 136,237.20	$ 140,664.91	$ 145,236.52									
25 (+70 pts)	C Basis	$ 86,401.69	$ 89,209.75	$ 92,109.06	$ 95,102.61	$ 98,193.44	$ 101,384.73	$ 104,679.73	$ 108,081.82	$ 111,594.48	$ 115,221.30	$ 118,101.84	$ 121,054.38	$ 124,080.74	$ 127,182.76	$ 130,362.33	$ 132,317.77	$ 134,302.53	$ 136,317.07	
	B Basis	$ 93,601.63	$ 96,643.69	$ 99,784.61	$ 103,027.60	$ 106,376.00	$ 109,833.22	$ 113,402.80	$ 117,088.39	$ 120,893.77	$ 124,822.81	$ 127,943.38	$ 131,141.97	$ 134,420.52	$ 137,781.03	$ 141,225.56	$ 143,343.94	$ 145,494.10	$ 147,676.51	
	A Basis	$ 110,543.02	$ 114,135.67	$ 117,845.08	$ 121,675.05	$ 125,629.48	$ 129,712.44	$ 133,928.10	$ 138,280.76	$ 142,774.88	$ 147,415.07	$ 151,100.45	$ 154,877.96	$ 158,749.91	$ 162,718.65	$ 166,786.62	$ 169,288.42	$ 171,827.74	$ 174,405.16	

UTLA SALARY PROPOSAL 4/11/2026

T TABLE

Non-Special Education Teachers, Instructional Coaches, Arts Education Itinerants, Counselors and Non-classroom/Non-school Employees

PROPOSED SCALE

		3.25% Steps 1-10										2.5% Steps 11-15					1.5% Longevity Steps		
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15 -19	20-24	25-29	30+
20 (min)	C Basis	$ 77,000.00	$ 79,502.50	$ 82,086.33	$ 84,754.14	$ 87,508.65	$ 90,352.68	$ 93,289.14	$ 96,321.04	$ 99,451.47	$ 102,683.64								
	B Basis	$ 83,417.69	$ 86,128.77	$ 88,927.95	$ 91,818.11	$ 94,802.20	$ 97,883.27	$ 101,064.47	$ 104,349.07	$ 107,740.41	$ 111,241.98								
	A Basis	$ 98,560.89	$ 101,764.12	$ 105,071.46	$ 108,486.28	$ 112,012.08	$ 115,652.48	$ 119,411.18	$ 123,292.04	$ 127,299.04	$ 131,436.25								
21 (+14 pts)	C Basis	$ 78,155.00	$ 80,695.04	$ 83,317.63	$ 86,025.45	$ 88,821.28	$ 91,707.97	$ 94,688.48	$ 97,765.85	$ 100,943.24	$ 104,223.90								
	B Basis	$ 84,668.96	$ 87,420.70	$ 90,261.87	$ 93,195.38	$ 96,224.23	$ 99,351.52	$ 102,580.44	$ 105,914.31	$ 109,356.52	$ 112,910.61								
	A Basis	$ 100,039.31	$ 103,290.58	$ 106,647.53	$ 110,113.57	$ 113,692.26	$ 117,387.26	$ 121,202.35	$ 125,141.42	$ 129,208.52	$ 133,407.80								
22 (+28 pts)	C Basis	$ 79,327.33	$ 81,905.46	$ 84,567.39	$ 87,315.83	$ 90,153.60	$ 93,083.59	$ 96,108.80	$ 99,232.34	$ 102,457.39	$ 105,787.26								
	B Basis	$ 85,938.99	$ 88,732.01	$ 91,615.80	$ 94,593.31	$ 97,667.59	$ 100,841.79	$ 104,119.15	$ 107,503.02	$ 110,996.87	$ 114,604.27								
	A Basis	$ 101,539.90	$ 104,839.94	$ 108,247.24	$ 111,765.28	$ 115,397.65	$ 119,148.07	$ 123,020.38	$ 127,018.55	$ 131,146.65	$ 135,408.91								
23 (+42 pts)	C Basis	$ 80,517.23	$ 83,134.05	$ 85,835.90	$ 88,625.57	$ 91,505.90	$ 94,479.84	$ 97,550.44	$ 100,720.82	$ 103,994.25	$ 107,374.06								
	B Basis	$ 87,228.07	$ 90,062.99	$ 92,990.03	$ 96,012.21	$ 99,132.61	$ 102,354.42	$ 105,680.94	$ 109,115.57	$ 112,661.82	$ 116,323.33								
	A Basis	$ 103,062.99	$ 106,412.54	$ 109,870.95	$ 113,441.76	$ 117,128.61	$ 120,935.29	$ 124,865.69	$ 128,923.82	$ 133,113.85	$ 137,440.05								
24 (+56 pts)	C Basis	$ 81,724.99	$ 84,381.06	$ 87,123.44	$ 89,954.95	$ 92,878.49	$ 95,897.04	$ 99,013.69	$ 102,231.64	$ 105,554.17	$ 108,984.68								
	B Basis	$ 88,536.50	$ 91,413.93	$ 94,384.88	$ 97,452.39	$ 100,619.60	$ 103,889.73	$ 107,266.15	$ 110,752.30	$ 114,351.75	$ 118,068.18								
	A Basis	$ 104,608.94	$ 108,008.73	$ 111,519.01	$ 115,143.38	$ 118,885.54	$ 122,749.32	$ 126,738.67	$ 130,857.68	$ 135,110.56	$ 139,501.65								
25 (+70 pts)	C Basis	$ 82,950.87	$ 85,646.77	$ 88,430.29	$ 91,304.28	$ 94,271.67	$ 97,335.49	$ 100,498.90	$ 103,765.11	$ 107,137.48	$ 110,619.45	$ 113,384.93	$ 116,219.56	$ 119,125.04	$ 122,103.17	$ 125,155.75	$ 127,033.09	$ 128,938.58	$ 130,872.66
	B Basis	$ 89,864.54	$ 92,785.14	$ 95,800.66	$ 98,914.18	$ 102,128.89	$ 105,448.08	$ 108,875.14	$ 112,413.58	$ 116,067.03	$ 119,839.20	$ 122,835.18	$ 125,906.06	$ 129,053.71	$ 132,280.06	$ 135,587.06	$ 137,620.87	$ 139,685.18	$ 141,780.46
	A Basis	$ 106,178.07	$ 109,628.86	$ 113,191.80	$ 116,870.53	$ 120,668.82	$ 124,590.56	$ 128,639.75	$ 132,820.55	$ 137,137.21	$ 141,594.17	$ 145,134.03	$ 148,762.38	$ 152,481.44	$ 156,293.47	$ 160,200.81	$ 162,603.82	$ 165,042.88	$ 167,518.52

1.5% Rows 20-25

ARTICLE XVI

HEALTH AND WELFARE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Authority - - Subject to the terms of subsection g. below, the Committee shall have the sole and exclusive right, and duty, to design the Health and Welfare programs of the District, within the cost parameters of the District budget established for that purpose and in effect at the time. That budget figure is the product of the negotiations process set forth in section 2.1 below. (See sections 1.0 and 1.1 above for the current budget cost parameters).

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

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

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

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

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

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

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

1. Current contracts between the District and all unions/associations require consensus or 2/3 vote of HBC to recommend changes in plan design.

2. If there is HBC consensus, such recommendations shall be submitted to the Board. If the Board approves HBC's recommendations, the "new" plan shall be implemented in accordance with the established health plan year. The increased cost of benefits shall be an increase in employee total compensation and shall be accounted for in negotiations with each union in the manner described in sections 1.0 and 1.1 above.

3. If the HBC does not reach consensus, (i.e., even if 2/3 of HBC members endorse a plan,), both a majority plan recommendation (the plan that garnered at least a 2/3 HBC vote) and minority plan recommendation(s) (i.e., from any organization that did not vote for the 2/3 majority plan recommendation) shall be presented to Board.

4. Following presentation of majority and minority plans to the Board for consideration, the Board shall take action to adopt one of the following three options:

   a. Accept the "majority plan" recommendation. If this occurs, the new plan shall be implemented in accordance with section 2.1 (a) (2) above; or

   b. Endorse the "minority plan" recommendation; or

   c. Reject both recommendations.

5. If the Board chooses 4 (b) or (c) above, the issue of plan design shall be referred back to the HBC. The Board shall give guidance to the HBC as to what actions it believes should be taken.

   a. The HBC shall reconsider and potentially revise its plan design recommendation based on the above.

   b. If the HBC reaches consensus on a revised plan recommendation (i.e., there are no "minority plans"), this recommendation shall be forwarded to the Board for adoption. If the Board accepts the revised recommendation, section 2.1(a) (2) shall then apply.

6. If the Board rejects the revised consensus HBC recommendation or if the HBC is unable to arrive at a revised consensus recommendation by June 1, the following procedure shall apply:

a. Within ten days of the Board's action, or the HBC's inability to arrive at a revised consensus recommendation, the parties shall commence coordinated negotiations (the District and all unions/associations) over the subject of plan design and benefit costs for the applicable calendar year. Any agreements reached shall reduced to writing and subject to normal ratification procedures. The increased cost of any agreed upon plan shall be an increase in employee total compensation and shall be accounted for in negotiations with each union in the manner described in sections 1.0 and 1.1above.

b. If the parties have not reached a tentative agreement by October 1st, the parties shall jointly declare the existence of an impasse pursuant to Government Code section 3548 and shall immediately proceed with statutory impasse procedures (mediation, factfinding).

c. Notwithstanding the provisions of any negotiated contract between the parties (the District and all unions/associations), or the status of negotiations between the District and each individual union/association, if the statutory impasse process is exhausted, and agreement is not reached over the subject of health and welfare benefits, and if the District imposes its last best offer, all parties to this agreement shall have the right to engage in and respond to lawful concerted activities. Accordingly, the "no strike/no lockout" provisions of the respective collective bargaining agreements shall be suspended.

7. Open enrollment shall not occur until a new plan design is adopted by the parties (the District and all unions and associations) pursuant to completion of the procedures described above, (or exhaustion of the impasse process, if applicable).

a. Pending the completion of procedures/negotiations/impasse for new plan adoption, employees shall remain in their current plans.

b. Pending completion of procedures/negotiations/impasse for new plan

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

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

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

b. Employees who do not qualify under the preceding paragraph, but who in the previous school year were in paid status for the equivalent of 93 ~~100~~ or more full days as a result of any one assignment or any combination of assignments in certificated service shall be eligible to enroll in a plan. For employees attaining eligibility under this paragraph, the enrollment year shall be September through August.

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

d. Adult Education personnel (except those mentioned below) are eligible to enroll in the full health and welfare program if assigned for one hundred and twenty (120) hours per pay period in one class code other than substitute or temporary, or have been in paid status in one or more class codes for 1200 hours during the previous school year. Those who do not meet such requirement will qualify for a part-time health plan (hospital and medical only, for employee plus one dependent), provided they are assigned for at least seventy-two (72) hours per pay period in one or more class codes other than substitute or temporary or have been in paid status in one or more class codes for seven hundred and twenty (720) hours during the previous school year. For those employees obtaining eligibility under the previous school year hours, the enrollment

year shall be from September through August. Exempted from this change in requirements are those Adult Education employees who qualified during the 1979-80 school year based upon the previous rules and those Adult Education employees who qualified during the 2000-2001 school year based upon previous rules, and who have thereafter continuously maintained eligibility under the previous rules. With respect to employees whose hours are reduced below the coverage level, see Section 9.0 below.

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

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

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

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

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

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

c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement shall be required, or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive.

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

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

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

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

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

5.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective

on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

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

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

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

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

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

(1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;

(2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;

(3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);

(4) are not currently married to another person;

(5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;

(6) are at least eighteen (18) years of age;

(7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;

(8) are mentally competent to consent to a contract;

(9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits.

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

c. Eliminate dual coverage for spouses or qualifying domestic partners in the District on a voluntary basis. If both spouses are District employees and each is covered both as an employee and as a dependent, the District will pay $1000 to them if they agree to accept

coverage under the same plan (one as an employee and the other as a dependent). If the District employee agrees to waive coverage under the District plan and accepts coverage solely under a plan of the spouse's employer (not the District), the District will pay $1000 to the employee.

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

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

5.4 Eligible employees may enroll in the employee-paid life insurance plan without evidence of insurability provided that a completed application is received by the District's Health Insurance Section no later than sixty (60) days from the date the employee is first eligible. Employees not submitting applications during the period specified above may enroll by providing evidence of good health acceptable to the plan. Application for the employee-paid life insurance shall be processed to provide coverage at the earliest date consistent with the plan provided and payroll deduction schedules.

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

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

5.5 For an employee whose spouse/domestic partner has other insurance coverage, reimbursement will be limited to the maximum percentage

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

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

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

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

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

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

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

a. For failure of the employee to make direct payment as provided under Sections 8.0 and 9.0, in which case coverage shall

terminate at the close of the month for which the last premium was paid;

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

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

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

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

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

8.0 Conversion of Enrollment: With respect to the hospital-medical plans, an employee who is enrolled in a plan for at least two (2) consecutive calendar months and whose enrollment terminates because of (a) failure to make direct payment when required, (b) loss of eligibility, or (c) termination of employment, shall be given the opportunity to exercise the right of conversion of such individual coverage as provided by the plan, at the employee's expense. With respect to the life insurance plan, an employee whose enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

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

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

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

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

10.0 Miscellaneous Provisions:

10.1 If any premium is refunded by a Plan carrier/administrator, it shall be retained by the District, unless it is the result of a direct payment made by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

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

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

10.4 [Reserved]

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

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

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

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

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

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

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

ARTICLE XVIII

CLASS SIZE

(The chart below is updated to reflect full implementation of the 2022-2025 contract through the 2025-2026 school year. Blue highlights are items being proposed by the District for the 2025-2028 Successor).

. . .

2.0 Class Size Averages & Maximums for:

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO (Predominantly Hispanic, Black, Asian, & Other Non-Anglo)	~~T~~K-3	22.00	25
PHBAO	4-5 (6)	25.00	28
PHBAO Academic	(6) 7-8	25.00	28
PHBAO Academic	9-10	25.00	28
PHBAO Non-Academic	(6) 7-8	36.25	39
PHBAO Non-Academic	9-12	35.50	39
PHBAO Academic ~~& Non-Academic~~	11-12	33.50	37
Non-PHBAO ~~Desegregated/Receiver (Schools Governed by the Student Integration Program)~~	~~T~~K-3	22.00	25
Non-PHBAO ~~Desegregated/Receiver~~	4-5 (6)	30.50	34
Non-PHBAO Academic ~~Desegregated/Receiver~~	(6) 7-8	30.50	34
Non-PHBAO Academic ~~Desegregated/Receiver~~	9-10	30.50	34
Non-PHBAO Non-Academic ~~Desegregated/Receiver Non-Academic~~	(6) 7-8	36.25	39
Non-PHBAO Non-Academic ~~Desegregated/Receiver Non-Academic~~	9-12	35.50	39
Non-PHBAO Academic ~~Desegregated/Receiver Academic & Non-Academic~~	11-12	33.50	37

Type of School*	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	TK-3	22.00	25
PHBAO Magnet	4-5 (6)	25.00	28
PHBAO Magnet	(6) 7-8	25.00	28
PHBAO Magnet	9-12	25.00	28
All Other Magnet	TK-3	22.00	25
All Other Magnet	4-5 (6)	27.5	31
All Other Magnet	(6) 7-8	27.5	31
All Other Magnet	9-12	27.5	31

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

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2.3 Class Size Reduction

a. Beginning July 1, 2026, Transitional Kindergarten (TK) class size average student-teacher ratio for PHBAO, Non-PHBAO, PHBAO Magnet and Non-PHBAO Magnet schools will be 20:1.

b. Beginning July 1, 2026, grades 11-12 Non-Magnet academic classes shall be reduced by one (1) in both average and maximum from the table in section 2.0 above.

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

July 1, 2026 400:1

Once a school has exceeded 50% of the ratio, an additional middle school secondary counselor shall be provided to the school by the District.

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

July 1, 2026 335:1

Once a school has exceeded 50% of the ratio, an additional high school secondary counselor shall be provided to the school by the District.

~~5.1~~ 5.2 Teacher Librarian Services: The District shall provide one (1) full-time Teacher Librarian, five (5) days per week, for every library facility located on a secondary school campus.

~~5.2~~ 5.3 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school.

~~5.3~~ 5.4 In the event that the District is not able to meet the obligations of Sections 5.0-5.2 of this Article by October 1st of each school year, if UTLA files a grievance for alleged violations of those Sections, the grievance will be immediately placed into abeyance for a period of thirty (30) days in order to allow the parties to explore options to resolved the alleged violation. Those options include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.

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

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UTLA Proposal 2-21-25
District Counter 3-10-25
UTLA Counter 10-27-25
District Counter 10-27-25
UTLA Counter 11-03-25
District Counter 11-10-25
UTLA Verbal Counter 11-20-25
District Counter 12-2-25
District Counter 12-5-25

ARTICLE XIX

SUBSTITUTE EMPLOYEES

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

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

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

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

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

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

f. Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step

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advancement on that schedule if qualified, but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than $139.37 per day effective July 1, 2004, except as provided in Section 2.0b.

g. As of July 1, 2001, Adult Education employees hired prior to July 1, 2001 serving as substitutes will be paid at the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.

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

i. Substitutes required to participate in District training/workshops shall be compensated at their hourly rate. The following shall also apply for District required online trainings:

a. All substitutes will be provided with one hour of training rate to complete the Annual Child Abuse Awareness training prior to the start of each school year/their first assignment on an annual basis.

b. Day to Day Substitutes will be provided with the opportunity to complete their annual Blood Borne Pathogens training, Annual Suicide Prevention and Awareness training, Annual Workplace Violence Prevention training, ADA Title II Compliance training and Annual IT Cyber Security training during Tuesday bank time professional development or other paid time (e.g. preparation / conference period) provided by LAUSD in the event of the employee is not working a Tuesday assignment during the required training period.

c. Long Term and Resident Substitutes may complete the required MyPLN trainings as noted in item b. above during their assigned secondary/elementary preparation time and/or during faculty meetings in alignment with other teachers at the site.

d. If a substitute has not been in a paid assignment during the school year and has been unable to complete the required training as noted above prior to the due date, the deadline will be reasonably extended to allow for the employee to complete the MyPLN training(s) during an assigned paid work day.

2.0 Incentive Plan: Incentive Plan substitutes serve in schools of particular need, as determined by the District, and thereby qualify for the daily

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incentive pay rate (Section 1.0c above). The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days.

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

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

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

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

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

Participants who do not continue to meet the obligations of a., b., and c. above, or who refuse an assignment, or who acquire more than five (5) unavailables during a semester may be dropped from the plan and may be ineligible for restoration to the plan for a minimum of one year.

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

2.3 Incentive Substitute Assignment Procedures:

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

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

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

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

3.1 Resident Substitute Program - Based on District and programmatic needs, the District may at its discretion and in consultation with UTLA initiate a Resident Substitute Program. This Program allows substitutes to serve in schools designated by the District in a daily capacity for one or more semesters. Resident Substitutes are assigned to the same school and serve as the first substitute of the day and provide support to classrooms at the discretion of the site administrator. The District will provide a list of participating schools on an annual basis. Substitute employees wishing to become Resident Substitutes will complete an interest survey indicating their preferred region/calling area. The Substitute Division will assign Resident Substitutes to schools based on educational program need and seniority within a geographic/calling area. Beginning December 2022, the employees selected shall receive the Substitute Residency rate of $249.91 per day/$41.65 per hour (refer to Appendix E for updated rates). Substitute employees participating in the Resident Substitute Program may accept Extended Rate assignments at their Residency school and may return to the Substitute Residency Rate at the conclusion of their Extended

Rate assignment. The District shall solicit substitutes to participate in the program, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days. The District may renew the Residency Program on an annual basis with notice to UTLA.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 Calling Priority Order:

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

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

c. Substitutes requested by name and employee number, and available year-round school teachers off-track requested by name and

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employee number at their home school. The request list is limited to those who are available at least two days per week provided that they are available Friday and Monday and approved by the site administrator in consultation with the faculty.

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

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

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

(1) Substitutes available five days per week.

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

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

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

4.5 During emergencies the above priorities may be temporarily suspended.

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

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

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

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

(1) Refuses an assignment within the geographic limits set forth in 5.0 above. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for assignment of less than a full day.

(2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances:

(i) If the extended assignment conflicts with a previous commitment by the substitute for a different name-requested assignment;

(ii) If the substitute has already served ten consecutive days in the assignment; or

(iii) If the assignment is for a subject field other than that designated on their availability form.

(3) Fails to answer the telephone personally between 5:30 a.m. and 8:30 a.m. In the case of Early Education Centers, the hours are 7:30 a.m. to 9:30 a.m.

(4) Has a busy telephone line during two attempted calls during the hours specified in (3).

(5) Declares unavailability. However, if the substitute Satisfies the District that the unavailability was for more than one day because of a continuing illness, (or compelling personal reason), only one "unavailable" will be charged for that period.

d. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties

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may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

4.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not behonored for those on the standby list. A substitute who is placed on the standby list shall be given immediate notice thereof and an opportunity for prompt administrative review by the coordinator of the Certificated Substitute Assignment Unit. Such review shall be without prejudice to any rights the substitute may have under the grievance procedure. After a period equivalent to six working months, substitutes on the standby list may be returned to a higher priority, provided that an Inadequate Service Report was not received during that period.

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

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

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

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

6.1 Service for less than a full day will be compensated proportionately unless the late arrival is due to a late call from the substitute unit which does not permit the substitute to reach the school before class begins. If

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

6.2 A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated (e.g., ~~UTP duties,~~ auxiliaries) shall be time-reported for the full time of the additional assignment. For secondary auxiliaries, consistent with the regular employee, the substitute would perform preparation activities as noted in Article IX, Section 6.0 after the school day to be compensated for the additional assignment.

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

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

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

a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;

b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;

c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;

d. Account for pupil attendance as prescribed by the school;

e. Conduct class and enforce rules in accordance with school and Board of Education policies;

f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods;

g. Leave classroom in good order with a summary of the day's accomplishments;

h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.

9.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to class grade level, subject matter, assignment address, general or special education assignment, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), IEP and 504 Plan information, and security and emergency plans. The school discipline policy shall also be provided upon request.

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

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

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

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

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

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

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District Proposal 3-24-25
UTLA Counter 4-1-25
District Counter 4-28-25
UTLA Verbal Counter 8-20-25
District Counter 11-20-25

ARTICLE XX

~~SUMMER/WINTER/INTERSESSION~~ INTERVENTION/EXTENDED LEARNING PROGRAM SESSIONS

1.0 General: Applicants must initially apply to one site and, if not selected at that school, must be available for all schools in that geographic area. For voluntary and mandatory student summer session (intervention)/ ~~multitrack school intersession (intervention)~~ and/or Extended Learning Program purposes, elementary, secondary and Special Education schools are considered to be a part of the geographic area in which they are located. For Designated Instructional Services (DIS) Programs, the program office shall be considered the school for application and assignment.

a. Applicants may apply for only one subject field and/or program.

b. Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.

c. 50% Rule for priority: An applicant who was paid in a status other than substitute for 50% or more of the hours the mandatory or voluntary student summer school~~/multitrack school intersession~~ and/or extended learning program was in session shall be considered to have taught for the purpose of determining priority rating.

~~d. Multitrack year-round school teachers shall not be permitted to serve in the single track school's regular K-12 summer school or extended learning session program, but may serve during intersession programs in a multitrack school. (See Section 10.0 of this Article.)~~

e. Employees whose basic assignment is limited to Adult Education shall be eligible solely for assignment in Adult Education summer session.

f. Each applicant shall be notified in writing as to assignment (or non-assignment) to a summer session.

2.0 Eligibility: Teaching Experience: Except for elementary teachers applying for all intervention/Extended Learning Programs, at time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher

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or as a summer session ~~or multitrack school intersession~~ teacher in the subject field for which they apply. "Subject fields" shall, for purposes of this Article, be as reasonably designated by the District; e.g., Math and Advanced Math have been designated as separate subject fields, as have Physical Science and Biological Science.

a. Elementary school teachers applying for intervention and Extended Learning Programs, please see 13.0 below.

b. An employee who is on leave from the District for the semester prior to the summer session is not eligible for assignment.

c. An applicant who has received, within the most recent two school years immediately preceding the summer session assignment, an overall evaluation or less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act, shall not be assigned to a school without the consent of the principal or program coordinator.

3.0 Selection - Secondary Schools First Round: Voluntary Summer School: Not less than ten working days prior to the deadline date for summer session applications, the District shall establish and distribute a list of schools for each geographic area showing the specific courses and/or Special Education programs that are planned to be offered at each school (listed by subject field).

a. Employees shall be selected at each school on the basis of priority and seniority as follows:

(1) Priority:

(i) Priority One-Regular classroom teachers who have taught the course(s) within the past six semesters and who taught less than 50% of the time during the previous session or who did not teach summer school previous year.

(ii) Priority Two-Regular classroom teachers who have taught the course(s) within the past six semesters and who taught 50% hours or more during the previous session, and employees currently not serving as regular classroom teachers who have taught the course(s) within the past six semesters.

(iii) Priority Three - All other eligible applicant including non-classroom teachers.

(2) Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District seniority shall be broken under the provisions of Article XI, Section 6.2.

b. Priority 1 applicants shall be assigned before Priority 2 applicants.

c. Priority 3 applicants shall be assigned to a geographic area pool. The applications of those not selected at the school to which they applied shall be forwarded to the appropriate geographic area pool for possible future assignment in priority and seniority order, pursuant to 5.0 below.

4.0 Selection – Secondary Second and Third Round: Voluntary Summer School: If any school is not completely staffed after the above process is completed due to a lack of eligible applicants to that school, unassigned applicants from the geographic area pools shall be assigned to the remaining vacant positions based upon teaching experience, priority, and seniority as described above.

a. If vacancies remain after the second round, applicants from adjoining geographic areas shall be offered assignment, using the adjoining geographic area's priority/seniority lists. Refusal of an assignment in the third round shall not make the employee ineligible in the original geographic area should subsequent openings occur.

5.0 Selection - Elementary Schools, All Rounds: Summer School: Please see 13.0 below.

6.0 Displacements: Where and when a voluntary or mandatory summer school session site becomes over-teachered on or before norm date, teachers shall be displaced within a program or subject field based on District seniority within the priority categories, beginning with the lowest priority. Additionally, in elementary schools, the criteria referenced in 13.0 will be considered. Applications of teachers so displaced shall be forwarded to the appropriate geographic area pool for assignment to openings based upon priority and seniority in any of the summer school/intervention programs for which they are authorized to teach.

a. When a site is deleted, those who had been assigned to that site will be placed in the appropriate geographic area pool and given preference within their priority category for assignment to vacancies in other schools in that geographic area in any of the summer school/intervention programs for which they are authorized to teach.

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Article XX – Summer/Winter/~~Intersession~~ Intervention/Extended Learning Program Sessions

7.0 Salary: Summer session ~~and multitrack school intersession~~ teachers who are paid on a pay period rate during the regular school year shall be paid at a rate equal to 1.09224 times their scheduled hourly rate as subject to the compensation restoration formulas set forth in appendix F and Article XIV, Section 1.0. unless otherwise stated in 13.0 below.

a. Employees assigned to full-time (6 or 8 hour) positions, such as extended school year program and development centers, shall be paid at their regular hourly rates.

b. Those who during the regular school year are paid on an hourly rate (e.g., Adult Education teachers) shall continue on that hourly rate if working in an Adult Education summer session.

c. For payroll computation purposes only, basic assignment hours (i.e., 4, 5 or 6 hours) are not to affect or reduce the actual hours of service and duties as required in Section 8.0 or 13.0 of this article.

d. Employees shall be paid only for the actual days/hours of the summer session ~~or multitrack year round school intersession assignment~~. Holidays that fall within the summer session shall be unassigned and unpaid days/hours unless the employee is paid for the holiday as part of the regular basic assignment, e.g., Martin Luther King, Jr. Day.

8.0 Hours and Duties: Summer session~~/intersession~~ teachers shall report to work each day at least ten (10) minutes before their first class begins. They shall then serve for a full day of instruction, as appropriate, exclusive of nutrition/recess (for those assigned for a four-hour day). They shall remain on site for at least ten minutes after dismissal of their last class. Summer session~~/intersession~~ teachers are also required to perform reasonable pupil supervision duties and other professional obligations, as assigned.

9.0 Selection - Special Education Schools and Special Day Classes: First Round: All of the above provisions of this Article shall apply to the Special Education Extended-School-Year classes or DIS (itinerant) programs to be augmented as follows:

a. Continuity factor- (1) An applicant (whether permanent or (probationary) whose regular students (excluding RSP students) are anticipated (based upon student applications) to comprise 50% or more of the extended class shall receive the assignment; (2) if no teacher can qualify under the 50% factor, then next preference shall be to the most senior applicant whose regular students (excluding RSP students) are anticipated to comprise 33% or more of the class. If more than one teacher applicant in a departmentalized program qualifies under the above continuity guidelines, selection shall be based upon recency and seniority as provided above.

b. If openings remain, they shall be filled pursuant to Sections 3.0, 4.0, and 13.0, above. When Extended-School-Year assignments are

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made the Resource Specialist Program and ~~Learning Handicapped~~ Special Day ~~Class~~ Program shall be considered the same subject field for purposes of recency.

c. Rather than using District pools, unassigned applicants from DIS (itinerant) programs shall be assigned from Special Education pools based on the program office location, utilizing teacher experience, priority, and seniority as described above.

~~10.0 Voluntary Intersession – Multitrack Secondary Schools: Priority for assignment of applicants to intersession programs in multitrack schools shall be given to teachers currently assigned to that school. If more applicants apply than there are positions at the school, employees shall be selected for the assignments on the basis of priority and seniority as in 3.0 above.~~

a. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District shall be broken under the provisions of Article XI, Section 6.2. The remaining applicants shall be eligible for assignment as described under Section 13.0, Priority Five below. ~~The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours, Duties shall apply to intersession.~~

11.0 Special Grievance Provision: Any employee who wishes to seek back pay due to a claimed violation of the selection and assignment rules of this Article must file a formal grievance under Article V within five (5) days of the written notice of assignment or non-assignment, or within five (5) days of the first day of summer session, or ~~multitrack intersession~~ whichever is earlier. Any other alleged violations of this Article may be processed using the normal time line of Article V.

12.0 Summer Session Adult Education: Summer Session assignment in the Division of Adult and Career Education shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply: All references to "employees" in this Article are applicable to "personnel" as that term is used throughout Article XXI and in particular Section 1.1 thereof.

a. Only personnel who have taught in the Division during the past school year are eligible to apply for summer school assignments. New personnel shall not be recruited to teach summer school as long as qualified applicants remain unassigned.

b. Section 2.0 a contains a reference to "permanent or probationary status" which does not apply to the Division.

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c. References to are or regional organization are not applicable to the Division. Summer session assignments are a local site function. Qualified applicants from priority categories one, two, three, and four are to be processed at the local site; and the remaining unassigned applicants shall be referred to the Division Office for assignment to unfilled vacancies at other locations by priority, subject matter and longevity.

(1) Priority One - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did not teach the last summer session.

(2) Priority Two - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did teach the last summer session.

(3) Priority Three - All other eligible LAUSD applicants.

(4) Priority Four - All other eligible applicants.

d. Rather than "seniority" the Division utilizes a system of division longevity as defined in Article XXI, Section 4.7, b.

e. The provisions of Section 6.0 shall cease to be in effect when instruction commences; thereafter the class size minimums of Article XXI shall apply.

f. Compensation for Division summer session shall be the hourly rate as indicated in Section 7.0 c.

g. In place of Section 8.0, the maximum weekly summer session assignment in the Division shall be twenty hours per week. However, combination assignments and assignments limited to funding under other sources such as ROC/ROP, GISP or ABE will have a thirty hours per week maximum. Any exception to the above limitations may only be made with the approval of the Division Superintendent under compelling circumstances.

h. Substitute provisions for the Division (as provided in Article XXI) shall apply to summer session.

i. Sections 9.0 and 10.0 of this Article are not applicable to the Division.

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Article XX – Summer/Winter/~~Intersession~~-Intervention/Extended Learning Program Sessions

13.0 Elementary School: Intervention/Extended Learning Programs: Intervention/Extended Learning Programs assignments in grades K-8 (but does not include the Middle School Summer School ~~or Multitrack Middle School Intersession Program~~) shall generally be governed by the foregoing provisions of this Article, however, the following shall also apply:

a. Selection:

(1) Priority One - Permanent teacher at the local site in the affected grades/subject fields with appropriate authorization and extensive training in the grade/subject field as evidenced by:

(i) Special credential and/or certificate *or* Board Permit or
(ii) Successful completion of specialized training and
(iii) Necessary qualifications to teach English Language Learners, Special Ed., etc.

(2) Priority Two - Same as above with experience in any other grades/subject field

(3) Priority Three - Same as above with basic training in grades/subject field and in affected grades

(4) Priority Four - Same as above with basic training in other than the affected grades/subject field

(5) Priority Five - Permanent teacher in same priority order as above (#1-#4) but at other locations – A Local District-wide list of such employees who would be willing to work at another location will be established. All teachers with the appropriate qualifications within each of the above categories will be selected in seniority order.

(6) Priority Six - Retiree with appropriate credentials, authorization and training

(7) Priority Seven - Probationary teachers by seniority at the local site

(8) Priority Eight - Emergency Permit teachers by contract date at the local site

b. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority, on a rotational basis, shall determine

the selection. An applicant who taught in the program during the previous session shall not be eligible for service until all teachers in the priority grouping who did not teach the previous session are assigned. Ties in District seniority shall be broken under the provisions of Article XI, Section 6.2.

c. Compensation: Teachers who participate in such Extended Learning Programs shall be compensated on X basis (10thly hourly rate). The summer school rate (Z basis at 10thly hourly rate + a differential factor of 1.09224) will be used only if the following conditions exist:

(1) Class size in the affected grades are at or higher than the District class norm for summer school/~~multitrack school intersession.~~

(2) Student instructional hours are a minimum of ** four hours per day and the length of time which will make them eligible for class credit. (** Established length of time for summer school/~~multitrack year round school intersession is six weeks, however, the year round school intersession may be broken up into two week or three week blocks of time for a total of six weeks.~~)

13.1 Mandatory Student Summer Session/~~Multitrack Intersession~~ Elementary: For Weeks 1-6 teachers who participate shall be compensated at the summer school rate (i.e., Z - basis at 10thly hourly rate + differential factor of 1.09224) for four hours of instructional time per day.

a. For weeks 5 and 6 teachers who participate will receive an additional hour per day at X-basis for a total of 10 hours.

~~b. For year round schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.~~

13.2 Mandatory Student Summer School/~~Multitrack School Intersession~~/Intervention Selection - Elementary: All conditions for selection described above shall apply in addition to the following: Single track calendar sites with less than the specified number of eligible students will be combined within ~~local District~~ Region and treated as a single, local site.

a. Staffing for ~~local District~~ Region center sites (sites housing students from several sites) will be determined by the ~~local District~~ Region center principal using the above selection process (i.e. ~~local District~~ Region centers will be treated as single site).

14.0 Secondary School: Intervention/Extended Learning programs

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a. Selection: refer to section 3.0 above.

b. Compensation: Teachers who participate in such mandatory Intervention classes shall be compensated in the following manner:

(1) For Weeks 1-6 Teachers will be compensated at the summer school rate (i.e., Z-Basis at 10thly hourly rate + differential factor of 1.09224) for 4 hours of instructional time per day.

(2) For Weeks 5 & 6Teachers will receive an additional hour per day at X-basis for a total of 20 hours (i.e., auxiliary).

~~NOTE: For Year Round Schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.~~

15.0 For any training required of these programs, the teacher will be compensated at X-bases (10thly hourly rate).

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District Counter 4-28-25
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District Counter 8-20-25
UTLA Counter 9-10-25
District Counter 10-7-25
District Counter Updated 10-21-25
UTLA Counter 10-21-25
District Counter 11-03-25, revised 4-11-26

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ARTICLE XXI

ADULT AND CAREER EDUCATION

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

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

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

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

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

3.0 All non-CTE certificated employees assigned to teach more than 18 hours per week shall work under a Probationary or Permanent contract. All non-CTE certificated employees assigned to teach 18 or fewer hours shall

work under a categorical or limited-term (temporary) contract. All CTE certificated employees shall work under a ROC-ROP contract.

4.0 Uniform Staffing Procedures for DACE Classroom Teachers

a. For employees in each Adult School location, assignment to department and classes shall be made pursuant to the following procedure:

1. Prior to the selection of classes, the administrator at each DACE School shall create a tentative matrix of the classes to be offered that will include the course title, hours per week, clock hours, location and any special credentials, and/or necessary qualifications required for each class assignment. If a class is designated by the District to be online or hybrid, that shall also be indicated.

2. Requests: After the creation and posting of the matrix as required above, Teachers with the specified credentials and required qualifications ("qualified") may make requests using a teacher preference form. Submission of this preference form shall serve as a request for assignment to classes. Teachers on leave who are scheduled to return to service should participate in the selection process.

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

4. Class assignments shall be combined into positions by the administrator and assigned to current personnel based on the submitted preference forms with the following prioritization:

(i) Qualified permanent teachers currently assigned to the school on the basis of DACE start date and educational program needs, based on the teacher's tenure base.

(ii) Qualified probationary teachers currently assigned to the school on the basis of DACE start date and educational program needs.

(iii) Qualified permanent teachers with active transfer requests on file, or who have been displaced from other DACE locations.

(iv) Qualified non-permanent teachers on the basis of longevity, start date with DACE, employment contract obligations, and educational program needs. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. To qualify for a year of longevity service, the individual must have served at least 380 hours during that school year excluding summer school.

b. Following the completion of the initial selection process, the principal shall notify the UTLA Chapter Chair of any teacher vacancies. Remaining unfilled positions ~~and/or class assignments~~ shall be posted at the Division Central Office human resources website, the time reporting sites and major branches and a copy emailed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants.

c. Dispute Resolution Procedure (Adult Education Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent adult education teacher to a position (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following: The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's adult teacher's assignment to a position only upon a specific finding that the positions is arbitrary and capricious. The decision of the panel shall be final and binding.

d. Alleged violations of the procedures set forth in section C. above are subject to the grievance procedure of Article V; the substance of the assignment decision is not.

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

qualifications, DACE start date and educational program needs. The site administrator shall assign the final distribution of any remaining class assignments/hours.

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

5.1 Adult Education Preparation Time: Beginning with the 2023-2024 school year, DACE teachers shall be assigned the equivalent of one (1) hour of paid on-site preparation time for every five (5) hours of class time for professional duties including preparation for class, collaborative planning, grading, record-keeping and conferences with students and staff members. Counseling, registration, and orientation classes (STEP classes) shall not be subject to this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.0 At each school, the administration and faculty shall annually determine a list of mutually acceptable substitutes. The list may include teachers at the school as well as other qualified teachers. Teachers at the location shall have the right to request a substitute from the list by name. When no name is offered or the substitute is unavailable, the administrator has the right to select another substitute from the list. When the school site administrator chooses to observe a prospective hire, that individual may be assigned as a substitute

following an attempt to obtain the consent of the regular teacher. Successful performance by these substitutes may result in their being added to the list. When an absence is known or anticipated to be for a period of more than two weeks, the site administrator may extend the assignment of the current substitute or select from the employees whose names appear on the school substitute list.

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

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

9.2 Part-Time Leave:

a. A Part-Time leave may be granted on a year-by-year basis subject to school schedules, availability of classes, and approval by the principal and the Division of Adult and Career Education (DACE).

b. An application must be on file in the DACE Personnel Office by March 15 for the upcoming school year.

c. Eligibility for health and welfare benefits for employees who work less than half-time will be determined pursuant to Article XVI, Section 3.0.

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

UTLA Proposal 2-21-25
District Counter 5-28-25
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Counter 11-10-25
District Counter 11-20-25, revised 4-11-26

ARTICLE XXII

SPECIAL EDUCATION

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

a. ~~After norm day of the 2021 – 2022 school year, the Special Education Division shall provide a monthly class size/case load report to UTLA for bargaining unit positions under the supervision of the Special Education Division.~~ Special education classes will follow the District recognized norm day.

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

2.0 If a Special Education class has exceeded the ~~norm~~ class size outlined in Section 15.0 below by two or more students following norm day, ~~the teacher may notify the Special Education Administrator.~~ the District shall make every effort to remedy the situation within ten (10) workdays. ~~Within ten (10) workdays of the notification, if the condition persists, the District shall remedy the situation, after consultation with the affected teacher,~~ by taking one of the following actions:

a. The transfer of student(s) to another class.

b. The opening of an additional class.

c. The assignment of additional paraprofessional(s)/teaching staff to the class.

2.1 If there is a class size overage of two or more students in a special day program/class designated by the District, the following shall apply and become effective ~~following Board adoption of this Agreement.~~ July 1, 2026.

a. In elementary schools, compensation at $500 ~~$625~~ per ~~semester~~ classification period in which the class size has exceeded the class size cap by two (2) students ~~for at least one~~ per classification period. Compensation at $1000 ~~$1,250~~ per ~~semester~~ classification period in which the class size has exceeded the class size cap by three (3) or more students ~~for at least one~~ per classification period. ~~Compensation under this section shall not exceed $1,250 per semester.~~

b. In secondary schools, compensation for middle school and high school teachers teaching multiple class periods in a classification period, shall be prorated as follows:

Class Size Cap, Per Class Period, Exceeded By:	50% or Less of Total Class Periods with Overnorm**	More than 50% of Total Class Periods with Overnorm**
+2 only	$250	$500
Any combination of classes where 50% or less of applicable class periods are +3	$375	$750
Any combination of classes where more than 50% of applicable class periods are +3	$500	$1000

*** Analysis is based on each secondary school's total number of regular sections/class periods (e.g., sections/class periods 1-6), excluding homeroom/advisory periods and conference periods.*

c. As defined in 2.1 a. and b. above, compensation will be provided when 50% or more of the classification (enrollment) period exceeds the class size cap outlined in Section 15.0 below.

d. Following a classification period, teachers will complete and submit a request form (Appendix) to administration with supporting documentation to report a class size overage.

e. In accordance with Article V, Section 7.0, the affected teacher may ~~request~~ file for an Informal Conference. ~~following applicable timelines specified in the grievance procedure.~~

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

~~3.0 In accordance with California Education Code Section 56195.8 (c), the maximum class caseload for an RSP teacher shall be 28.~~

4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school of attendance.

4.1 IEP Rights: Release Time/Substitute Coverage:

a. Substitute coverage shall be provided for special education teachers for the duration of IEP team meetings including any time outside of their scheduled conference periods.

b. ~~Upon request,~~ ~~s~~Substitute coverage shall be provided for a general education teachers for the duration of an IEP team meetings, including any time outside of their scheduled conference periods.

c. Every effort shall be made to provide substitute coverage for RSTs for the duration of the IEP team meetings.

d. Release time will be provided for Itinerants, for whom there are no available substitutes.

5.0 Special Education Facilities: When locating and utilizing classrooms and facilities for Special Education, the District shall make a reasonable effort to integrate students with disabilities in the general education program.

6.0 Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDP teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies.

7.0 ~~In the event of an unforeseen emergency impacting another special education instructional program, whenever possible, the administrator will consult the affected teacher at least twenty-four (24) hours before temporarily reassigning a paraprofessional from an assigned classroom.~~ The District shall make every effort to minimize the temporary reassignment of paraprofessionals from a classroom/program. The temporary reassignment of paraprofessionals shall be non-recurring in nature whenever possible prioritizing student need. In the event of an unforeseen emergency impacting another special education instructional program, whenever possible, the administrator will consult the affected teacher at least twenty-four (24) hours before temporarily reassigning a paraprofessional from an assigned classroom and discuss a plan of support to assist with student needs.

7.1 All efforts shall be made to ensure that Special Day Programs including Core Curriculum programs have a minimum of one (1) paraprofessional during the instructional day without encroachment. For Special Day Programs ~~with the exception of programs~~ who primarily service students with autism, emotional disability and those students served within a modified core curriculum based program ~~disturbance~~, every effort shall be made to ~~who shall~~ have two (2) paraprofessionals.

8.0 Restructuring of Special Education Delivery Services: The District and UTLA will continue discussions on the goal of restructuring the instructional delivery service model for students with disabilities which shall include the composition of Special Education Classes, continuum of services, materials/resources and training needed to implement such a model.

UTLA shall have the option to reopen negotiations on the topic of this restructuring during the term of this successor agreement upon notice from the

District to pilot a new instructional delivery model. The District anticipates piloting a new instructional delivery model during the life of this Agreement.

9.0 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation.

10.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.

11.0 Special Education Policies and Procedures Manual ~~Resources Notebook:~~ Special Education Department chairs shall be provided a link to the electronic Special Education Policies and Procedures Manual ~~resource notebook~~ containing all pertinent Division bulletins.

12.0 Increased Special Education Funding: The Parties will work collaboratively to accomplish the purpose of increased funding for special education students.

13.0 Workload/Caseload Committee for ~~Health and Human Service and Special Education Itinerant Employees~~ Inclusion Facilitators: A Workload/Caseload Taskforce will be comprised of an equal number of members up to ~~five (5)~~ four (4) members each appointed by the District and UTLA. The Taskforce will meet quarterly and will discuss, explore options and make recommendations on the following:

a. Review and make recommendations regarding the caseload composition ~~and workloads~~ of Inclusion Facilitators including student needs, age groupings and program structure. ~~and make recommendations to make assignments more equitable. The taskforce shall take into account the available resources, effects of increasing/declining enrollment where applicable, needs of special education students and other target student populations and the number of students and sites to receive service.~~

~~b.~~ ~~Impact~~ Strategies for implementing direct vs. indirect services for students.

c. Recommendations and strategies to assist staff in making up lost services hours for students.

d. Strategies to better integrate/include students with disabilities into the general education program utilizing potentially available site-based resources.

~~e. Input for revising the evaluation system to better reflect the standards of the respective professions.~~

d. Assignments and consideration for distance between schools and/or home, driving time, breaks, and the needs of the school community.

e. Feedback and collaboration on Professional Development for all members at schools with Inclusion Facilitators focusing on collaboration and understanding of roles.

f. Other items specific to Inclusion Facilitators.

The Task Force members shall not have authority to engage in bargaining, or in agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams.

14.0 Assessment: Upon request, special education teachers shall be given up to three (3) full release days per year, at no loss of pay, to complete a federally mandated assessment for students in their class/caseload.

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

15.0 Special Education Class Size and Designated Instructional Services Caseloads

Type of Special Day Class	Class Size
Autism – General Education Curriculum (AUT C)	10 (9 beginning July 1, 2024)
Autism – Alternate Curriculum (AUT A)	6
Deaf Education ~~and Hard of Hearing~~ (DHH)	6 (thru 8 years) 8 (9 years and up)
Visually Impaired (VI)	6 (thru 8 years) 8 (9 years and up)
Preschool for All Learners (PALs)	10
Preschool Collaborative Classroom (PCC) Early Education Centers	10

Preschool Collaborative Class with Universal Transitional Kindergarten (UTK/PCC)	8
Preschool Comprehensive Program (PSC)	8
Emotional Disturbance (ED)	8
Intellectual Disability Moderate (IDM)	12
Intellectual Disability Severe (IDS)	10
Multiple Disabilities (MD)	8
Specific Learning Disability (SLD)	12

Special Education Centers / Career and Transition Centers (CTCs)	10 students

Virtual Academy - Core Curriculum	12 students
Virtual Academy – Modified Core	10 students

Designated Instruction Services	Caseload
Adaptive PE	60 students
Audiology	80 students
Deaf Education~~/Hard of Hearing~~	35 students
Language/Speech	55 students *
Orientation and Mobility	15 students
Visually Impaired	30 students

Resource Specialist Program	28 students as defined by Ed Code

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

(b) Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22

while participating in a program may continue participation in accordance with California Education Code 56026. ~~for the remainder of the then current school year.~~

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

*(d) For Speech and Language providers whose caseloads exceeds the maximum identified in section 15.0 above, the District shall make every effort to remedy the situation within ten (10) workdays by reassigning students to another provider.

Following the period identified above, if a provider's caseload exceeds the cap by five students, the provider may apply for a supplemental replacement assignment outside their regular assigned duties/caseload. Upon approval, the administrative supervisor shall prioritize assigning providers to their home school, to the extent possible, when given a replacement assignment.

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

16.0 Service Coverage for DIS Providers: In the event coverage is not available for Designated Instructional Services (DIS) providers on an extended leave/absence, to the extent possible, students on the provider's caseload will be temporarily reassigned to a qualified DIS provider based on availability.

17~~6~~.0 The District will implement a Special Education Educator Recruitment Workgroup comprised of up to five (5) members appointed by the District, and up to five (5) members of the UTLA bargaining unit, appointed by United Teachers Los Angeles. The recruitment and retention workgroup shall meet six (6) times per year – outside of daily' onsite obligations - to provide recommendations. UTLA bargaining unit members of the workgroup shall be compensated for these meetings at their regular hourly rates. Based on workgroup members' availability and District discretion, UTLA bargaining unit members may be included in recruitment events, including those outside of the County of Los Angeles and the State of California.

4-12-26 CC 4/12/26

ARTICLE XXIII

EARLY EDUCATION CENTERS

To support the learning and development of students served within an Early Education Center, the District will engage in ongoing efforts to provide families with information pertaining to available centers, including location, hours and the process for student enrollment.

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.

15.0 Staffing ratios for Early Education programs shall be in accordance with applicable laws and regulations.

16.0 Special Education classes, including Preschool Collaborative Classes at Early Education Centers shall refer to Article XXII for class size, staffing and programmatic needs.

TA CC 10/27/25
R 10/27/25

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. If the Code of Conduct has been violated, administration will work collaboratively with the student's teacher(s) to remedy the issue consistent with applicable District policies and school site practices and shall make any applicable referrals for student support services. Updates may be provided as appropriate/permissible.

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

Article XXIV – Positive Student Behavior Intervention and Support, Legal Support and Property Loss

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 will be notified of the status of the assessments, steps to be taken and of any needed classroom supports/interventions. Updates shall be provided as appropriate and permissible. This information should be treated in confidence as noted in section 4.0 above. The teacher(s) may communicate with their union representatives if they have concerns about the process or general safety, however, pupil record information as defined in District policy and federal law shall not be disclosed.

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~~ 5.0 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, the District may recommend the expulsion of a student. If the misconduct is grounds for expulsion under Education Code section 48915 (c), the District shall follow state and federal law as well as District policy, report to the appropriate law enforcement agency, and do the following: ~~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~~ alternative interim 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.

5.7 Reasonable Intervention: Consistent with California Education Code Section 49001(a), an amount of force that is reasonable and necessary for a person employed by or engaged in a public school 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, is not and shall not be construed to be corporal punishment. Consistent with the law, the content of this section shall not supersede any changes to the California Education Code and is not subject to grievance procedures as outlined in Article V of this Agreement. However, this section may be relied on in a discipline related grievance or appeal.

5.8 Safety Response: In response to an educator reporting physical or psychological harm due to the conduct of a student(s), a safety plan shall be developed in accordance with applicable workplace violence law and District policy. Every effort shall be made to conduct the initial meeting to develop the plan within three workdays of the report of harm. The educator may choose to include the **union representative** in this meeting.

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UTLA Proposal 2-18-25
District Counter 5-19-25
UTLA Counter 6-17-25
UTLA Counter 10-27-25
District Counter 11-3-25
UTLA Counter 11-10-25
District Counter 12-2-25 revised 3-2-26, 3-24-26

ARTICLE XXV

ACADEMIC FREEDOM AND RESPONSIBILITY

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

a. is appropriate to the age and maturity level of the students;

b. is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; and

c. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship; and

d. is aligned with applicable California State Standards.

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

a. competency of the proposed speaker to address the proposed subject, including the speaker's experience, training and expertise;

b. the educational value of the proposed program or address; and

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

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

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

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

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

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

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

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

d. Before an employee or the District utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and

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employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b and c above.

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

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

> Ethnic Studies is an interdisciplinary and comparative study of the social, cultural, artistic, political, historical, and economic expression and experience of race and ethnicity that primarily centers the studies of American Indians/Native Americans, Asian Americans & Pacific Islanders, Black/African Americans, and Chicanx/Latinx.
>
> Ethnic Studies centers holistic humanization and critical consciousness, providing every student the opportunity to enter the content from their own space, positionality, and perspective. Ethnic Studies affirms the student identity, experience, and the building of empathy for others. This includes the self-determination of those who have ancestral roots and knowledge who have resisted and survived settler colonialism, racism, white supremacy, cultural erasure, as well as other patterns, structures, and systems of marginalization and oppression. The discipline uses culturally and community-responsive pedagogical practices to empower students to become anti-racist leaders.
>
> Ethnic studies reconstructs and transforms the traditional narrative and curriculum by highlighting the contributions people of color have made in shaping US culture and society.

Teachers shall be supported and provided with ongoing resources, professional development opportunities, and curriculum to successfully implement Ethnic Studies and culturally and linguistically responsive pedagogy. Implementation of Ethnic Studies in all grade levels shall be consistent with applicable state standards/requirements, District policies and applicable Board Resolutions.

The LAUSD-UTLA Ethnic Studies Committee (Article XXV-A, Section 4.0) may provide input regarding these resources.

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

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BD 12/3/25

UTLA Proposal 2-18-25
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District Counter 11-10-25
UTLA Counter 11-20-25
District Counter 12-2-25

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

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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.

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.

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. Provide recommendations regarding informational resources for families and staff regarding Ethnic Studies.

7. Provide recommendations regarding preferred criteria for teaching Ethnic Studies courses.

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-B

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

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

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

b. The 14 member BSAPSC shall be co-chaired by one appointee from the District and one appointee from UTLA. The co-chairs, with the support of staff, shall set the schedule of meetings, agendas, etc.

c. In making its recommendations, the BSAPSC will make every effort to strive for consensus. In cases where that is not possible, recommendations will be made by majority vote of the fourteen (14) voting members.

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d. No provision of this article shall be interpreted to discourage or inhibit parents, students, community members, or community organizations from actively advocating in support of effective implementation, expansion, and maintenance of the Black Student Achievement Plan.

e. The BSAPSC will make recommendations on collection of data to be used for measuring outcomes of BSAP students and successful implementation of the District BSAP.

f. The BSAPSC will recommend culturally relevant trainings and professional development for BSAP team members and schools.

g. The BSAPSC will discuss feedback received from those participating in the BSAP program when making recommendations for program implementation.

i. The BSAPSC will review the BSAP budget on a quarterly basis to create an end of year report with recommendations to the District regarding the use of funds for programs, resources, and training aligned with the purpose of BSAP.

j. The BSAPSC will receive an annual overview regarding the procurement process. Request for Proposals (RFPs) will be made available for review.

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

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

5.0 In accordance with Article XXIX, Section 8.0, schools designated by the District as BSAP Schools shall be provided, to the extent allowable by law, additional consideration when determining Proposition 39 co-location offers. This provision shall not be subject to the grievance process of Article V.

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ARTICLE XXV-C

COMMUNITY SCHOOLS

1.0 A Community Schools Steering Committee (CSSC) shall be maintained to support implementation, expansion, and maintenance of the Community Schools program. The Community Schools Steering Committee (CSSC) shall further work to expand the number of Community Schools in the District and the CSSC shall determine a process by which schools apply to begin the Community Schools Transformational Process. The CSSC shall be composed of sixteen (16) members, with eight (8) appointed by UTLA and eight (8) appointed by the District, and shall be co-chaired by one appointee from each entity. ~~By June 30, 2025, t~~The ~~CSSC shall produce an assessment of the Community Schools transformation process at district Community Schools and provide recommendations.~~ The CSSC will receive collaborative support from the Community Schools Initiative Director, the LAUSD and UTLA Coaches, and if outside agency participation is agreed upon, appropriate no-cost MOU and/or procurement processes will be followed.

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

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

4.0 Shared Decision Making: For Community Schools, the Community School Coordinator and Community School Parent Representative, if elected, may serve as members of the Local School Leadership Council (LSLC) as one of the representatives from the certificated and non-certificated composition of the council as outlined in Article XXVII, Sections 2.1 and 2.8.

45.0 In addition to the functions and responsibilities listed in Article XXVII, Section 2.4, the LSLC at each Community School shall have decision making purview over the following matters:

a. All site based professional development, including all banked time and after school professional development, except for professional development mandated by state or federal law, legal settlements between the parties, and topics specifically approved by the Governing Board of the Los Angeles Unified School District in accordance with the Board Resolution for Community Schools.

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

c. Course electives and program options (e.g. Visual and Performing Arts, Ethnic Studies and double periods for specific subjects).

d. All school based budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council.

In making determinations in the matters listed above, the Local School Leadership Council operates within the same set of powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion in the above areas may be imposed only by action of the Board of Education. In addition, all determinations shall be consistent with applicable laws, regulations, and collective bargaining agreements. Councils in Alternative Schools shall have the scope of their decision-making determined by the Board policy applicable to their special programs rather than being limited to the above five subject matters. The focus of local council activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans.

6.0 Charter Co-Location: In accordance with Article XXIX, Section 8.0, schools designated by the District as Community Schools shall be provided, to the extent allowable by law, additional consideration when determining Proposition 39 co-location offers. This provision shall not be subject to the grievance process of Article V.

7.0 The parties will work together to advocate for continued and additional state funding for the Community Schools program.

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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:

Council Size	Number of Positions
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:

Size of School	Size of Council
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.

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) LAUSD and UTLA will jointly develop a training for use by LSLC co-chairs to review with their council members on an annual basis no later than September 30th.

b. Determination of the following matters:

(1) ~~Staff development program, including approval of any school-based professional development programs.~~

(2) Student ~~discipline~~ behavior, support and accountability 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) 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

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(g) Instructional Material - - Special Education Schools Account 2544 (for Special Education School Councils only)

(6) 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, if requested by either party, 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 to participate in 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 shall be made available to staff, parents and, in secondary schools, students within two weeks of said decisions. Supporting documents such as agendas, materials, and resulting policies shall be made accessible for viewing.

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~~2.8~~2.9 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~~ 3.0Election Procedures for Parent/Community Representatives:

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;

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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.l 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 shared with the school community. ~~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.

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ARTICLE XXVIII

SAFETY

1.0 General Provisions: With faculty participation, each site shall develop (and annually review) its School Emergency Operations Contingency Plan and current Safe School Plan (see Bulletin No. 53, Office of School Operations) for distribution to each employee. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by the plan shall take place.

~~1.0 General Provisions~~

1.1 It is the District's commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within the District. The District shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and to otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

1.2 Each site shall establish a School Safety Planning Committee. The UTLA Chapter Chair/designee may choose to be a member of the committee. With faculty participation, each site's School Safety Planning Committee shall develop (and annually review) a current Safe School Plan (see REF -1242.5, Office of Environmental Health and Safety, 2008-2009 Update of Safe School Plans) for distribution to each employee. These plans are expected to cover contingency plans including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by the plan shall take place.

1.3 When a new school is to be opened the District shall provide the UTLA Area Chair with a copy of the preliminary Safe School Plan following its completion.

1.4 The District shall conform to and comply with all other health, safety, and sanitation requirements imposed by local, state or federal law or regulations adopted pursuant thereto including the California Occupational Safety and Health Act (CAL-OSHA), as amended (California Labor Code Section 6300, et. seq.) regulations relating thereto (California Administrative Code, Title 8, Sections 330, et. seq.), Chapter 2 of Part 19 of the California Education Code relating to School Safety, Article 3.6 (commencing with Sections 32228, and Article 3.8 (commencing with Section 32239.5). Recitation of these and related laws herein is for reference only and *not* for purposes of incorporation into the Agreement.

1.5 The District shall provide Safe School Plans (Volume I and II) to each school to be made readily available (subject to confidentiality requirements) to all unit members, including but not limited to placement of copies in the school office and faculty lounge and access via the LAUSD website. Other means of distribution or access to the Safe School Plans may be established within the plans.

a. Volume I of the Safe School Plan addresses Campus Safety and Violence Prevention programs. Volume II addresses Emergency Preparedness.

b. A "quick reference guide" to Volume II of the Safe School Plan shall be distributed to all unit members at each site as soon as the Plans have been updated for that year. The quick reference guide shall be tailored to that site.

1.6 In addition to the Special Grievance Procedures contained in section ~~7.0~~ 5.0 of this Article, other avenues of inquiry, complaint and appeal regarding health and safety issues exist in the District. For frame of reference only (and *not* for purposes of incorporation into the Agreement) these are:

a. Procedures for Reporting School Cleanliness Issues (MEM-2093, 11/7/05)

b. Williams Complaint Procedures (BUL-2362.6, 11/30/07)

c. Safe School Plans, Volumes I and II (REF-1242.5, 8/15/08)

1.7. The District shall make available to UTLA and every site, via the LAUSD website, information, rules and templates related to the California Administrative Code, Title 8, Section 3203 requirements regarding an Injury and Illness Prevention Program (lausd-oehs.org).

1.8 The District shall make available to UTLA and every site via the LAUSD website all reports, correction notices deficiency notices, or "self-certified corrections" resulting from an OEHS inspection (lausd-oehs.org).

1.9 The District shall provide reasonable packing and moving assistance to any employee who is required by OEHS to vacate his/her classroom or worksite.

2.0 No employee shall be discriminated or retaliated against as a result of reporting alleged unsafe or hazardous conditions. Allegations of such discrimination/retaliation may be processed according to the policies/procedures referenced in section 1.7 above, or through Article V (Grievance Procedure) and not under section 7.0 of this Article. Once an employee chooses which process to utilize (policies/procedures or Article V), this shall be his/her exclusive forum.

3.0 Environmental, Health, Safety and Violence Prevention Joint Committee

3.1 A District Environmental, Health, Safety and Violence Joint Committee shall be established with no more than five (5) appointees by each party. A Committee Chair shall be appointed by the Committee. UTLA representatives on the Committee/Task Force will be released pursuant to Article IV, Section 4.0. This committee shall review environmental, health, safety and violence prevention issues that may have an impact on District worksites and employees. Except in situations requiring immediate action for environmental, health, safety, or violence prevention reasons, the District shall, prior to implementation of new or revised policies and rules, discuss them in this Committee.

3.2 It is the intent of the parties that the Committee forward recommendations, if any, to the District and the Union regarding mitigation strategies and courses of action to address issues of concern as determined by the Committee with regard to environmental health, safety and violence prevention. This shall occur within six months of the first meeting of the Committee following contract ratification, or at such other time as determined by the Committee.

4.0 Renovation, Modernization and New Schools

4.1 The District will notify UTLA of community outreach meetings at which potential sites for new schools are to be discussed.

4.2 UTLA may, in its discretion, appoint one or more UTLA employees to act as liaisons to the District regarding the construction of new schools and remodels of or renovations/new additions to existing schools ("school construction").

4.2.1 It is the intent of the parties that the individual(s) serving in this capacity will become familiar within areas related to school construction and serve as information conduits between the District and unit members at affected school sites.

4.2.2 It is the intent of the parties that such individual(s) will have the opportunity for ongoing consultation with designated District personnel regarding matters related to school construction.

5.0 Special Grievance Procedures: If, after giving notice to the site administration, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Step One time limits of Article V). Within two (2) days of receiving the grievance the site administrator shall meet with the grievant in an attempt to resolve the matter, and by the end of the day next following that meeting the administrator shall issue a written response to the grievant. If the response does not resolve the matter, the grievant may within three (3) days file a written appeal with the appropriate Local District Superintendent or designee and UTLA Area Chair. Within three (3) days after receipt of the appeal the Local District Superintendent (or designee) shall hold an appeal meeting to discuss the matter and shall announce a decision by the end of the day following. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the administrator's appeal decision is announced, UTLA must, if it wishes to arbitrate the matter, notify the District of its intention. UTLA and the District shall then select an arbitrator and calendar the dispute for expedited arbitration pursuant to Article V, Section 15.0. In view of the District's limited available funds and the need of the District to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether an unsafe or hazardous condition exists, or whether an employee(s) has/have been required to perform tasks that endanger his/her/their health and safety. The arbitrator shall be authorized to include a remedy in his/her award if in his/her opinion the unsafe etc. condition can be corrected at a cost not to exceed $25,000 for each case, controversy or issue. If the arbitrator determines that correction would exceed $25,000, he/she shall not include any remedy in the award, which shall then be forwarded to the Committee set forth in section 3.0 of this Article. The Committee shall make a joint recommendation for resolution of any unsafe or hazardous condition identified by the arbitrator and make its recommendation to both the Superintendent and the UTLA President within fourteen (14) work days of receipt of the arbitrator's decision.

6.0 Emergency Closure: In the event a school is closed due to an emergency the employees shall, typically, be reassigned on a temporary basis to another location as outlined in Article XXVIII-A. If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.

7.0 Employee/District Responsibility: Employees shall immediately notify site administration and site administration shall immediately notify employees of any unsafe or hazardous conditions at the site. Upon notification, the district shall take immediate steps to investigate and correct an unsafe or hazardous condition. In an emergency situation, employees may take

reasonable preliminary action to protect students, other employees and themselves.

8.0 Responding to Emergency Circumstances at a School-Site(s): In the event of emergency circumstances that cause a prolonged disruption at a school site(s) and/or a significant/traumatic impact to the school community, a meeting will be held with the faculty to review the incident, provide pertinent updates and resources as determined by District Operations within 48 hours following the disruption or serious event. The following may also apply:

a. The Chapter Chair and Principal will discuss potential program supports and resources as appropriate.
b. Every reasonable effort will be made to ensure a compreshensive mental health response in support of students, staff and families who are impacted by the event/incident.

8.1 District Safety Committee: A District Safety Committee shall be comprised of one LAUSD-appointed representative per region and an equal number of UTLA-appointed representatives. The committee shall meet on a semester basis to review school responses to emergencies as noted in 8.0 above and provide recommendations for future incidents. The Committee shall report back to the Chief of School Operations.

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District Counter 3-10-25
UTLA Counter 4-28-25
District Counter 5-19-25
UTLA Counter 6-17-25
District Counter 8-20-25

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ARTICLE XXVIII-A

EMERGENCY CIRCUMSTANCES – CLOSURE OF SCHOOL FACILITIES

1.0 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 assigned to the impacted site(s), shall provide live virtual instruction to students. Affected staff shall have one workday for preparation and virtual instruction will begin on the second instructional day of the closure. Virtual instruction shall be conducted as follows:

a. Self-Contained Classrooms (Early Education Programs, Elementary, and Special Education):

1) 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.
2) 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.
3) Teachers will post assignments and provide feedback on Schoology.
4) Due to the emergency circumstances, teachers will approve all requests from affected students for short-term independent study.
5) 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.
6) 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.

b. Secondary and Adult Education Classrooms:

1) 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).

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2) 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.
3) Teachers will post assignments and provide feedback on Schoology.
4) Due to the emergency circumstances, teachers will approve all requests from affected students for short-term independent study.
5) 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.
6) 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.

2.0 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.

3.0 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.

4.0 On a semi-annual basis, the District and UTLA shall meet and discuss protocols to be considered for school closures as a result of emergency circumstances associated with natural disasters. Depending on the nature of the event, either party may bring appropriate specialists to the discussion.

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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 UTLA co-location coordinator. Annually, UTLA shall provide to each site administrator the name of the UTLA co-location coordinator. A UTLA co-location coordinator shall be invited and allowed to participate in all co-location related trainings provided to co-location administrators.

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

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

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

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

7.0 Upon issuing an invoice to the charter school, the District will inform the host school of the determined yearly allocation amount. The District will make every reasonable effort to provide the funds to the co-located District school twice yearly during the current school year, once per semester.

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ARTICLE XXX

SPECIAL COMMITTEES

Three member subcommittees as designated by UTLA shall meet periodically with the District administration responsible for the following areas to discuss matters of concern. In addition, these groups are to function as subcommittees of the negotiating teams during contract renewal negotiations, with the understanding that they may draft preliminary recommendations for consideration by the parties' full negotiations teams. UTLA and the District may designate one or two members of their respective negotiations teams to participate in any such meetings. The designated subject areas for these special committee meetings are:

1. Adult Education
2. Bilingual
3. Children's Centers
4. Counselors
5. Arts Education Itinerant Teachers
6. Librarians
7. Mentor Teachers
8. Psychologists
9. Special Education
10. Substitutes
11. California State Preschool Program (CSPP)
12. Charter Colocation
13. Virtual Academy
14. Others may be added by mutual agreement as special needs arise

ARTICLE XXXI
WORKING CONDITIONS

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

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

a. For Counselors, PSAs, PSWs, Community School Coordinators, School Nurses, Speech and Language Pathologists and School Psychologists, this workspace shall be private and confidential. If unable to assign a regular workspace to accommodate this need, the site administrator will provide a space/meeting room as needed when performing duties that require privacy and confidentiality. ~~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~~ region level to resolve any on-going disputes.

b. School Health Office: Every effort shall be made to ensure the school health office is used solely as intended to support with nursing services. As outlined in 2.0a above, ~~when necessitated by the work~~, the health office shall have private space to maintain student confidentiality. The health office shall have running water, sufficient lighting to perform health assessments, a dedicated refrigerator with a lock, a locked medication storage, a secure/locked space for medical record storage, and a private area to serve students with protocols. In addition, school sites will prioritize space for a restroom to be used primarily for those visiting the health office. The health office shall have a cot available for students to recline as needed.

3.0 Access to School Facilities: Employees shall have equal access to all telephones, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable manner. Employees shall also have equal access to on-site parking spaces, parking lots and/or garages (inclusive of parking badges/cards where applicable), except that parking spaces are to be reserved as follows:

a. For ~~identified handicapped~~ staff members and ~~for handicapped~~ visitors with a disabled person parking placard as provided by law.

b. For the school nurse, near the school entrance.

c. No more than two spaces in elementary, three spaces in secondary, and three spaces in adult schools shall be reserved for staff having official school business requiring individuals to leave the school premises and return during school hours on a specific day.

3.1 Cleaning and Daily Disinfecting of School Facilities - The District will make all reasonable efforts to provide a safe and clean work environment. Certificated bargaining unit members shall not be expected to do the regular cleaning work typically done by custodial staff. Schools will receive funding for custodial supplies in alignment with District policy to support with the cleaniness of school facilities.

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

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

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

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

b. Access to technology, as appropriate, to support educators within the instructional program, including but not limited to the following:
   i. District devices (i.e. laptops, desktop computers).
   ii. Online assessments/testing resources for School Psychologists.
   iii. Augmentative/alternative communication devices and applications for Speech and Language Therapists who work with students ultiizing this technology.

6.0 Elementary Arts Task Force: In order to address the uniqueneeds 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 make recommendations over the following issues:

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

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

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

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

8.0 Workplace Violence: In alignment with District policy, LAUSD commits to providing an environment that prevents and addresses workplace violence, including threats or acts of violence occurring through digital or electronic means (e.g. utilizing technology to communicate verbal/written threats through social media, emails, etc.).

ARTICLE XXXII
TERM OF AGREEMENT

1.0 This Agreement shall be for a term of two (2) years (2022~~5~~ through 2025~~7~~). It shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2025~~7~~ and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice.

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

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

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

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

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

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

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

section with those of the Compensation Study/Budget Committee.

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

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

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

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

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

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

3.0 Negotiations for Successor Agreement: Negotiations for a successor agreement shall commence at the request of either party at any time after ~~April 1, 2022~~ January 1, 2027.

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

CC 2/24/26
TA 2/24/26

UTLA Proposal 2-21-25
District Counter 4-28-25
District Counter Updated 5-19-25
UTLA Proposal 10-7-25
District Counter 10-21-25
UTLA Counter 11-10-25
District Counter 12-2-25

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Autonomous Schools

1.0 The Parties agree to continue to honor Pilot, ESBMM and LIS plans previously approved through the Request For Proposal (RFP) process during the 2025-2026 school year.

2.0 During and/or upon the conclusion of the one-year period noted above, the following shall apply:

A. Existing Pilot schools will continue as Pilots unless the school elects to exit in accordance with section 4.0 below.

B. For all new and continuing Pilot schools, ~~including those governed by the Belmont Pilot MOU,~~ the following shall apply:
   i. ~~Observe the LAUSD Pilot School MOU, with the addition of Article IV, UTLA Rights, however funding will align to the District's funding model for all schools.~~
   ii. Decision making purview over all site based professional development, including all banked time and after school professional development, except for professional development mandated by state or federal law and topics specifically approved by the Governing Board of the Los Angeles Unified School District.

C. Schools who previously observed an ESBMM or LIS plan may elect to apply to be a Pilot school according to the procedures determined by the Pilot School Steering Committee (PSSC) or ~~continue as a traditional District school.~~ In addition, the District will offer former ESBMM and LIS schools the following:
   i. Orientation and training on the Pilot school model.
   ii. RFP guidance for Pilot schools.

3.0 A Pilot School Steering Committee (PSSC), composed of equal numbers of LAUSD and UTLA-appointed members, will meet no fewer than four (4) times per year and engage in the following:

A. Support existing Pilot, ESBMM, and LIS schools in making the decision to become/remain Pilot Schools or traditional schools.
B. Support existing Pilot, ESBMM, and LIS schools wishing to become/remain Pilot Schools in writing updated Pilot School plans.
C. Review/update the RFP process for new schools who enter Pilot School status.

cc 2/24/26
2/24/26

UTLA Proposal 2-21-25
District Counter 4-28-25
District Counter Updated 5-19-25
UTLA Proposal 10-7-25
District Counter 10-21-25
UTLA Counter 11-10-25
District Counter 12-2-25

D. Collaborate with LAUSD Office of Pilot Schools to develop a Pilot School Network that provides professional development and networking opportunities for administrators, educators, and community members at Pilot Schools.
E. Provide additional support and guidance as needed to Pilot Schools.
F. Include at least one Pilot school site Lead Teacher [appointed by UTLA] and one Pilot School administrator [appointed by the District] to its composition.
G. Develop a proposal to improve the implementation of the Pilot School model, including an annual review process for schools.

4.0 Pilot Schools electing to exit from Pilot School status must obtain a minimum vote of 50% + 1 UTLA-represented staff (working at least 50% of their time at that site) prior to February 15th to exit.

5.0 To support schools with the implementation of this MOU, beginning with the 2025-2026 school year, the current position of Autonomous Schools Coach will transition to a Pilot Schools Coach and shall remain a full-time, District-funded E-Basis UTLA bargaining unit member.

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

LAUSD — DATE 2/24/26

UTLA Cheryl Coney — DATE 2/26/26

EKB 1-12-26

UTLA Proposal 2-21-25
District Counter 5-28-25 (updated 6-17-25)
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Counter 10-21-25
District Counter 11-03-25
UTLA Counter 11-10-25
District Counter 12-2-25

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Black Student Achievement Plan (BSAP)

This memorandum of understanding is agreed to by United Teachers Los Angeles (UTLA) and Los Angeles Unified School District (LAUSD).

~~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~~ 1.0 BSAP Group 1 schools shall receive the following:

a. A baseline allocation to include:
   i. A centrally funded "BSAP Team," consisting of one (1) Pupil Services and Attendance Counselor (PSA), or one (1) Secondary School Counselor, one (1) Psychiatric Social Worker (PSW), and one (1) Restorative Justice Teacher. These positions are funded through centrally allocated District BSAP funds and are provided to all BSAP schools are in addition to the positions outlined in Article XVIII of this Agreement.

b. A flexible curriculum grant to purchase culturally responsive resources which may include but not be limited to:
   i. Culturally Responsive School PD:
      1. Secondary African American Studies Course-Teacher PD and Resources
      2. Spotify Math and Music Technology and Teacher PD

ii. Teacher PD Time and Planning Time
iii. Community Partnerships:
    1. Black Cultural Arts Passport
iv. Parent Education and Workshops
v. Curricular Trips:
    1. Historically Black Colleges and University Tours
vi. General Supplies:
    1. STEM Makerspace Labs
vii. Instructional Materials Account (IMA)

c. Community Based Safety Programs

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

~~3~~ 2.0 BSAP Group 2 schools shall receive the following:

a. Each Group 2 BSAP Elementary school shall be allocated one (1) Pupil Services and Attendance Counselor (PSA) funded through centrally allocated District BSAP funds and provided in addition to the positions outlined in Article XVIII of this Agreement.

b. Each Group 2 BSAP Secondary school shall be allocated one (1) Secondary School Counselor funded through centrally allocated District BSAP funds and provided in addition to the positions outlined in Article XVIII.

3.~~3~~0 BSAP-funded PSA and PSW positions shall be on B-basis.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

LAUSD _____ DATE 4-12-26

UTLA _____ DATE 4/12/26

UTLA Proposal 2-18-25
District Counter 8-20-25
UTLA Counter 11-3-25
District Counter 12-2-25 revised 4-11-26

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

California State Preschool Programs (CSPP)

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

1.0 Beginning with the 2026-2027 school year, prior to the start of the employee's assigned work basis, CSPP educators may elect to work two days for parent orientation and interviews in addition to the optional employee preparation day included in the parties 2025-2028 Work Year Agreement.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

Cheryl Corey — 4/12/26

UTLA — Date

Kristi K. Murphy — 4-12-26

LAUSD — Date

UTLA Proposal 2-21-25
District Counter 8-20-25
District Counter 9-10-25
UTLA Counter 10-21-25
District Counter 11-20-25, revised 4-11-26

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Community Schools

This memorandum of understanding is agreed to by United Teachers Los Angeles (UTLA) and the Los Angeles Unified School District (LAUSD).

1.0 In support of the Community Schools Initiative (CSI), the District will make every effort to prioritize its commitment to the CSI model by allocating fiscal and instructional resources to support school site implementation. Resources may include staffing, technical assistance, professional development, instructional and restorative practices, and family engagement.

2.0 School Site Implementation:

a. Effective July 1, 2026, Community Schools continuing from the previous school year shall receive an annual allocation of $350,000.
b. Effective July 1, 2026, schools newly selected to participate in the Community Schools Transformational process will receive an initial allocation of $350,000 during their first year of implementation.
c. Each Community School shall use part of their centrally allocated funds to purchase a full-time Community School Coordinator. Community Schools Coordinators shall work on B basis calendar.
d. Community School Coordinators shall be selected by the school as outlined in Article IX, Section 5.0 and shall have return rights in accordance with Article XI, Section 12.0 (Transfers)
e. Pursuant Article IX, Section 4.2, all duties required of Community School Coordinators shall meet the test of reasonableness and shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school or center to minimize significant impact to the employee's core duties and workday.

3.0 Support to Schools:

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

b. LAUSD and UTLA will collaborate in the development and delivery of four full day trainings for Community Schools Coordinators, Principals, and Parent Representatives. Upon request, Chapter Chairs may be released to participate in training at District paid release. Topics for professional development will be determined by the parties through the collaborative process.
c. After one year of the implementation of this agreement and upon the request of either party, the parties will meet to discuss program development, supports and resources.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

Cheryl Coney — 4/12/26

UTLA — Date

Kristen K. Murphy — 4-12-26

LAUSD — Date

UTLA Proposal 2-18-25
District Counter 5-19-25
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Verbal Counter 11-10-25
District Counter 12-2-25
UTLA Counter 12-2-25
District Counter 12-5-25 Revised 3-2-26, 4-11-26

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Educational Options – Support for Students

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

1.0 In support of students receiving instruction in an Educational Options setting, the District and UTLA will work collaboratively as an Advisory to establish best practices in support of students served within Educational Options programs. The Advisory will be comprised of an equal number of members up to five (5) members each appointed by the District and UTLA. The Taskforce will meet once per semester with the intent of providing targeted support and resources. Additional meetings may be held as needed upon mutual agreement of the members. Tthe District and UTLA agree to engage in the following activities:

a. Research programs and/or surrounding school districts providing services to students served in an alternative/Educational Options setting.
b. Survey students, staff, and families to assess needed supports for student achievement including academic and social-emotional learning, targeted interventions, mentoring, and community resources.
c. Develop and share communications regarding available resources for students, staff and families.
d. Review and summarize findings and provide recommendations for review and consideration by senior leadership. Recommendations may include, but are not limited to the following:
    1. Partnerships with community organizations to support students with academic, social-emotional, basic care needs, and childcare, if applicable, including joint advocacy to community partners for fundraising and charitable contributions to assist students.
    2. Programs/agencies for career development and post-secondary education.

3. Methods for the use of available resources at local school-sites and within regions, including activities and events to assist students and families with pertinent information.

2.0 Students enrolled in an Educational Options setting will be provided with the following resources/supports as needed:

a. Support with enrollment at a local Early Education program to assist with early education instruction and child care.
b. Support with basic care needs, academic and social emotional resources available through the District and/or community organizations, including support through joint advocacy to community partners for fundraising and charitable contributions as recommended by the Taskforce noted in 1.0 above.
c. Support in alignment with District policy to make up assignments or refer to virtual and/or independent study programs when unable to attend an in person Educational Options setting.
d. Support from assigned District providers (e.g. PSAs, PSWs and/or Psychologists) trained to address the specific needs of students enrolled in Educational Options settings. Every effort will be made to ensure consistency of providers serving students enrolled in Options settings.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

Cheryl Coney — 4/12/26

UTLA — Date

Krista Murphy — 4-12-26

LAUSD — Date

Memorandum of Understanding

Los Angeles Unified School District and United Teacher Los Angeles

Elementary Arts

The parties recognize the benefit of full-time Arts teachers at elementary schools. The parties commit to actively working toward a model that increases student access to the Arts, and allows educators to have sufficient time during the instructional day to prepare and collaborate with each other.

1.0 The District shall facilitate a pathway for current LAUSD certificated employees to obtain Arts Subject Matter credentials. This program will be cost-free for employees.

2.0 A task force consisting of equal numbers of UTLA- and LAUSD-appointed members will meet no less than four times during the school year for the purpose of:

a. Making recommendations to maximize Proposition 28 funding to hire additional Arts staff, with a focus on expanding Arts programs at elementary schools.

b. Creating model schedules for elementary schools to establish regular planning time for elementary teachers during the school day.

c. Recruiting existing LAUSD employees to participate in the program.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

Cheryl Coney — 4/12/26

UTLA — Date

Kristin K. Murphy — 4-12-26

LAUSD — Date

TA CV 11/3/25

UTLA Proposal 2-18-25
District Counter 5-19-25
UTLA Counter 6-17-25
District Counter 9-10-25
UTLA Counter 10-7-25
District Counter 10-21-25

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Healthy Green Public Schools

Consistent with the LAUSD Strategic Plan and the UTLA Win Our Future platform, the parties agree to the following:

1.0 Climate Literacy Task Force: The District and UTLA will establish a Climate Literacy Task Force (CLTF) to support the goals of climate literacy. The CLTF will be composed of up to four (4) certificated members appointed by the LAUSD 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 CLTF 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 modules for schools to access.

2.0 Sustainability Task Force: The District and UTLA shall establish a collaborative task force composed of up to four (4) District representatives, four (4) UTLA representatives, and (2) community representatives, one appointed by each of the parties. The task force will review the initiatives noted below and make recommendations to improve District facilities and/or to expand sustainability efforts. The task force will meet at least once each semester and provide recommendations to the District no later than June of 2028 on the following shared interests.

a. Creation, expansion and maintenance of outdoor education space, programs and green space, including recommendations for increasing shaded green space on school campuses for student and staff use during the school day.
b. Installation of solar panels on District facilities using unionized contractors.
c. Continued maintenance of water filtration systems to ensure detectable levels of lead from school drinking water fountains are at 5 ppb or lower.
d. Exploration of stormwater collection on District land.
e. Increasing the use of clean electricity within District facilities.

TA CC 11/3/25

f. Increasing the number of electric buses in the District's fleet using unionized contractors.
g. Expansion of no-cost public transportation for students through partnerships with L.A. Metro.
h. Increasing the installation of bicycle stalls and universal electric vehicle (EV) chargers on school campuses for charging passenger vehicles.
i. Increasing the use of modern, energy-efficient HVAC systems and resources available for air filtration.
j. Plans for responsible recycling including blue bin programs, composting and disposal of building materials, old equipment, and outdated/broken technology.
k. Partnerships with outside organizations in order to streamline and/or defray costs of school greening.
l. Expansion of LAUSD CTE pathways and apprenticeship programs for LAUSD students (in DACE and high school programs). Identify opportunities for student-apprenticeship job placement within LAUSD.
m. Use of a skilled and trained workforce in completing these initiatives, and whenever possible, CTE students in relevant classes be provided with opportunities to observe this work.
n. Recommend areas/locations for greening projects subject to an approved prioritization methodology. Appointees of the Task Force may seek ideas for improvement in greening and green infrastructure from schools for the Task Force to consider as a recommendation to the District.

3.0 Health and Nutrition Task Force: The District and UTLA will establish a collaborative task force composed of up to three (3) District representatives from the Food Services Division, three (3) UTLA representatives, (2) parent representatives and (2) student representatives, one appointed by each of the parties. The task force shall make recommendations for school meals and activities that foster health and nutrition while considering implications of food insecurity, student access to meals, and the impacts of nutrition on the instructional program. The taskforce will meet at least once each semester and provide recommendations to the District no later than June of 2028.

4.0 Regarding the role of the Climate Champion to support school-based implementation of climate literacy, the District reserves the right to bring this and related issues forward in these negotiations at a later date.

5.0 Upon request and subject to availability, the District will provide UTLA with safety and sustainability reports as maintained by law.

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

TA 11/3/25

UTLA Proposal 2-18-25
District Counter 5-19-25
UTLA Counter 6-17-25
District Counter 9-10-25
UTLA Counter 10-7-25
District Counter 10-21-25

LAUSD _____ DATE _____

UTLA _____ DATE _____

UTLA Proposal 2-21-25
District Counter 5-19-25
UTLA Counter 6-17-25
District Counter 9-10-25
UTLA Counter 10-27-25
District Counter 11-20-25
UTLA Counter 12-2-25
District Counter 12-5-25, revised 4-11-26

KH
4-12-26
cc
4/12/26

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Housing Support

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

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

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

3.0 During the 2025-2026 and 2026-2027 school year, the District and UTLA shall maintain a joint task force to make recommendations regarding the use of identified vacant and unused LAUSD land parcels that could be used for the development of affordable housing for low-income students and families. The Community Housing Task Force shall be comprised of four (4) UTLA bargaining unit members appointed by UTLA, four (4) LAUSD employees appointed by LAUSD, and four (4) community-based appointees, with two (2) appointed by UTLA and two (2) by LAUSD.

a. No later than June 30, 2027, the Community Housing Task Force shall provide written recommendations to the Deputy Superintendent of Business Operations regarding the use of the identified District property.

4.0 The District will proactively organize industry forums to encourage potential proposers which may include Non-Profit Developers and Community Land Trusts to submit requests for future housing developments. In addition, community input sessions will be organized to solicit input on desired priorities for future housing RFPs.

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

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

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

a. In addressing areas of high impact, the District shall work with schools within the 90021 zip code to identify and provide resources to support student and family needs. A Specialized Student Services (SSS) Counselor will be assigned to assist with this process.

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

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

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

11.0 The District and UTLA shall collaboratively advocate for fair and affordable housing and tenant protections including enforcement of the Tenant Protection and Anti-Harassment Ordinance (TAHO) and regional organizations and coalitions addressing these efforts including housing supports and services within the community.

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

a. The District and UTLA will collaborate on creating and maintaining lists of housing advocates available to provide resources and support to families including those that may provide services on school campuses through the Civic Center Permit process.
b. The District will provide UTLA with the name of the division that will help in facilitating issuance of Civic Center Permits.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

LAUSD — DATE: 4-12-26

UTLA — DATE: 4/12/26

TA CC 4/8/26
KW 4-8-26

UTLA Proposal 2-18-25
District Counter 5-28-25
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Counter 9-10-25
District Counter 12-2-25 revised 3-4-26, 3-24-26

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Infant and Early Education

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

1.0 UTLA and the District recognize the need for cost-free or affordable childcare, not only for District employees, but for all school communities. To address this need, the Parties will work collaboratively to explore opportunities to expand student enrollment at District infant and early education centers across the city.

2.0 In exploring these efforts, the District shall establish a collaborative work group to provide input regarding the expansion of infant and early education center student enrollment within the District. UTLA will serve as a participant on the work group with up to (3) representatives appointed by UTLA and agreed upon by the Early Childhood Education Division. The work group will meet at least once each semester for the term of this Agreement. Additional meetings will be scheduled upon mutual agreement of the parties. Agendas will be mutually agreed upon and the work group will review and provide recommendations on the following:

a. Opportunities to expand enrollment at infant and early education centers within regional areas to support local school communities, adult learners with children, and serve as a setting for job training/advancement for staff.
b. Expand community linkages to assist families with information regarding local infant and early education programs, enrollment support and parent workshops to support young learners.
c. Explore resources and funding to support the expansion of early education programs and use of available District facilities, including infant center programs available in each Region area or the equivalent.
d. Available training programs, including partnerships with post-secondary educational programs offering Early Childhood certification.
e. Research opportunities/programs with non-traditional hours to support local school communities and adult education learners participating in post-secondary learning.

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

TA cc 4/8/26
KKM 4-8-26

opportunities in Early Education Program including those at Infant Centers, Early Education Centers and CSPP Programs throughout the school year. This includes, but is not limited to, strategic advertisement, the use of available communication methods to reach families notifying them of their nearest EEC and CSPP program, targeted ages, costs associated with enrolling their child at an EEC or CSPP Program, hours of operations and any documentation a family might need to enroll their child.

4.0 In conjunction with the Opportunities for Professional Growth MOU, the District and UTLA will continue through the collaborative career task force to explore options for early educators to pursue a Preschool – Grade 3 credential.

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

Cheryl Coney — 4/8/26

UTLA — Date

Kristi K Murphy — 4-8-26

LAUSD — Date

UTLA Proposal 2-21-25
District Counter 3-24-25
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Counter 11-10-25
District Counter 11-20-25, revised 4-11-26

KM 4-12-26 CC 4/12/26

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Inclusive Practices within the Least Restrictive Environment

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

a. The development of expanded inclusive practices in school communities will be supported by all school interest holders.
b. School communities will collaborate to implement a shared approach for serving students with disabilities within the Least Restrictive Environment.
c. All schools will develop a comprehensive plan to illustrate a collective vision for implementing inclusive practices.

School Plan for Inclusive Practices within the Least Restrictive Environment:

Beginning in the Spring of 2026, in preparation for the 2026-2027 school year, all schools will submit an annual school site LRE Action Plan through the School Plan for Student Achievement (SPSA) platform. Prior to the development of the LRE Action Plan, schools shall solicit interest holder input through informative meeting(s), surveys, or using an agreed upon method that best suits the needs of the school site. Schools shall create an inclusive practices committee to facilitate the development and implementation of the school's plan. The LRE Action Plan will consist of the following:

a. An agreed upon school vision.
b. Summary of the continuum of options for students with disabilities.
c. Data analysis to identify factors of success and/or potential barriers of serving students within the Least Restrictive Environment.
d. Action steps for engagement and how the school plans to work collaboratively with all interest holders ~~to~~ on the implementation, expansion and support for inclusive practices within the school community.
e. Action steps needed for the implementation of the school plan including, but not limited to the following:
    i. The development of an Inclusive Practices Committee that will lead and support the work around creating opportunities in the Least Restrictive Environment (LRE) for students with disabilities.

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ii. Resources (funding, staffing) to effectively create opportunities for students with disabilities to participate in the least restrictive environment with the supports identified within their IEP.
iii. Time for co-planning and collaboration between general and special education teachers using resources and scheduling to provide common planning time to review and monitor student progress.
iv. Professional development/training to enhance knowledge and expertise in inclusive practices based on staff surveyed needs.
v. Events/activities to reinforce an inclusive culture and to increase the engagement of all interest holders.

f. As part of the annual school plan and resource allocation process, schools will provide information summarizing the LRE Action Plan with all interest holders. Schools may also revisit their plan during the course of implementation as revisions are needed and to assess progress. If the LRE Action plan is modified, interest holders will be informed of pertinent updates.
g. The Inclusive Practices Committee shall meet at least once per semester. Additional meetings may be held as needed upon mutual agreement of the members. Such meetings should be scheduled within five (5) work days.

Resources:

a. During the 2026-2027 school year, all schools will receive technical support for the development and implementation of a plan to expand inclusive practices. Technical support, provided by the District, will include:
   i. Materials based on research, pedagogical theories, and best practices.
   ii. Tools for assessing current practices.
   iii. Resources and strategies for teacher planning.
   iv. Strategies for developing a school (master) schedule that supports the needs of students and programming to address equity and access within a range of instructional settings/options.
   v. Information for IEP teams when determining the Least Restrictive Environment for a student that may be reviewed/shared with IEP team members and parents.
   vi. Required professional development/training regarding inclusive practices during professional development on a banked time Tuesday.
   vii. Professional development/training offered regionally during contractual hours on a quarterly basis for school teams/committee members to attend regarding inclusive practices. Topics may include LRE Action Plan development, strategies for data collection, scheduling/programing to

address equity and access, teaching planning and supports for instructional delivery including positive behavior support.

viii. Region level articulation meeting(s) for school representatives to attend during the spring semester to support school site teams in planning for the transition of students with disabilities moving from one level/program to another (i.e. Preschool to Elementary, Elementary to Middle School, Middle School to High School).

b. School may elect, as part of their plan, to allocate a supplemental differential and/or fund a non-classroom position to assist with coordinating and monitoring the school's plan.

c. Schools will continue to receive clerical staffing allocations to support the performance of special education activities in alignment with the *Elementary, Middle, and Senior High School, Budget Services and Financial Planning School Staffing Ratio* charts.

d. School staffing allocations are subject to norming procedures in accordance with Articles XVIII and XXII of the parties' collective bargaining agreement.

e. Beginning July 1, 2026, schools with 80% or more of students with disabilities receiving instruction in the general education setting 80% or more of the school day) will receive a 20:1 student to teacher ratio for students supported within the Resource Services program. A paraprofessional will be allocated to support each Resource Services Teacher. The parties' agree that for the 2026-2027 school year this applies to the schools listed in Appendix ___.

i. These schools will receive 10 release days per Resource Services Teacher for planning and may be utilized by Resource Services Teachers and/or General Education Teachers for inclusive practices.

Professional Development, Co-Planning and IEP Meetings:

a. As part of the LRE Action Plan, delivery of professional development regarding inclusive practices may include one or more of the following methods:

i. Banked Time Tuesdays
ii. Shortened or Minimum Days
iii. Release Time
iv. Optional training outside of the workday.
v. Optional summer training

b. As part of the LRE Action Plan, schools may establish opportunities for teacher co-planning using one or more of the following methods:

i. Grade level and/or department meetings
ii. Shortened or Minimum Days
iii. Release Time

iv. Programming common conference/preparation periods
v. School determined banked time Tuesdays.

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

IEP Process and Least Restrictive Environment:

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

District LRE Action Plan Work Group:

Beginning in the 2026-2027school year, a collaborative work group of three District and three UTLA representatives will be established to support the implementation of inclusive practices at schools in alignment with the LRE Action Plan. The work group will meet every other month to complete the following activities:

a. Develop training(s) for school site teams implementing inclusive practices. Training topics may include but are not limited to assessing and expanding school practices, systems of support in place to address student needs, co-planning and co-teaching structures and strategies for programming students.
b. Review LRE Action Plans submitted by schools for evaluating current trends and to determine if updates/revisions are needed to the Action Plan.
c. Develop criteria for determining schools who are demonstrating effective inclusive practices no later than Spring of 2027.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

Cheryl Coney — 4/12/26

UTLA — Date

Kristi K. Murphy — 4-12-26

LAUSD — Date

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Itinerant Assignment Dispute Resolution Process

With regards to the Itinerant Assignment process outlined in Article IX-A, Section 12.0, the parties agree to pilot a dispute resolution process for the 2026-2027 school year.

1. Following the notification of tentative assignments for itinerant staff, UTLA shall identify a total of no more than ten dispute resolutions from itinerant programs/departments (e.g., Speech, OT, PT, Psychologists, PSA, PSW, etc.) to submit to the District for processing.

2. The District and UTLA will process the submitted dispute resolutions by using the process outlined in Article V-A to the extent practical.

3. The parties will use the information gathered in this Pilot to inform their bargaining positions for future negotiations.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

Cheryl Coney — 4/12/26

UTLA — Date

Kristin Kalfayan — 4-12-26

LAUSD — Date

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UTLA Proposal 2-18-25
District Counter 5-19-25
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Counter 9-10-25
District Counter 10-7-25
UTLA Counter 11-03-25
District Counter 11-03-25

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Opportunities for Professional Growth

This Memorandum of Understanding (MOU) is to memorialize an agreement between the Los Angeles Unified School District and United Teachers Los Angeles regarding opportunities for professional growth and career advancement:

1.0 In recognition of the importance the expertise and knowledge educators have on the educational program and the lives of students, the District shall establish a collaborative task force, with an equal number of District and UTLA appointees, up to four members each, to review and discuss opportunities for UTLA bargaining members to engage in professional growth activities and training to support career advancement. Examples include, but are not limited to the following programs, courses, and/or training:

a. Supplemental credentials in areas of need.
b. CTE teachers earning additional credentials in a career pathway.
c. Substitute teachers obtaining a teaching credential.
d. EEC teachers obtaining TK-12 credentials.

2.0 The task force shall consider the following:

a. Research current programs and/or surrounding school districts providing opportunities for professional growth and career advancement.
b. Identifying and accessing opportunities for LAUSD educators to provide training/instruction to those participating in career advancement (e.g., CTE pathways, childhood development courses).
c. Consider new and revisit current ways to incorporate DACE into professional growth and career advancement opportunities
d. Explore partnerships with community colleges and universities to support professional growth opportunities.
e. Research available funding and grant opportunities to expand programs for professional growth and career advancement.

3.0 The task force shall meet at least once each semester during the term of this Agreement and make recommendations to the District by June 30, 2028.

4.0 To support the advancement of employees into the teaching profession, the task force will invite unions representing classified employees who participate in the career ladder to each appoint one representative to serve as additional members of the task force.

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UTLA Proposal 2-18-25
District Counter 5-19-25
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Counter 9-10-25
District Counter 10-7-25
UTLA Counter 11-03-25
District Counter 11-03-25

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

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UTLA Date

_____ _____

LAUSD Date

UTLA Proposal 2-21-25
District Counter 5-28-25
UTLA Counter 6-17-25
District Counter 8-20-25
UTLA Verbal Counter 11-10-25
District Counter 11-20-25

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Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Restructuring Service Delivery - Special Day Programs

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

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

a. Research program options for students with disabilities within comparable school districts.
b. Provide input regarding information for IEP teams regarding curriculum-based Special Day Programs.
c. Provide input regarding professional development for teachers including strategies for serving student instructional and behavior needs, curricular support and accommodations.
d. Provide input regarding parent workshops within regional areas with information regarding service delivery and program support.
e. Collaboratively review and discuss program implementation, needs and ongoing support facilitated by the Division of Special Education.

The Advisory will consist of (4) four District representatives and (4) four UTLA representatives and will meet on a quarterly basis during the term of this Agreement.

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

Program	Class Size
Core Curriculum	12
Modified Core Curriculum	9

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District Counter 11-20-25

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

4.0 To support ongoing collaboration between the parties, including matters of concerns, either party can request agenda items pertaining to the implementation of curriculum-based programs during Article XXX meetings.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

Cheryl Corey — 4/12/26

UTLA — Date

LAUSD — 4-12-26 — Date

UTLA Proposal 2-21-25
District Counter 5-28-25
UTLA Counter 6-17-25
District Counter 8-20-25

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Special Education Initial Assessments

This Memorandum of Understanding (MOU) is to memorialize an agreement between the Los Angeles Unified School District and United Teachers Los Angeles regarding initial assessments for special education:

Resource Specialist Teachers and Designated Instruction and Service Providers within three (3) of the caseload maximums as provided in Article XXII, Section 15 shall be compensated up to two (2) hours of pay at their regular hourly rate for each initial assessment beyond five (5) per year.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

Cheryl Coney — 4/12/26

UTLA — Date

Kristi K. Murphy — 4-12-26

LAUSD — Date

KKW
4/12/26

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Student Support Staffing MOU

1.0 Psychiatric Social Worker (PSW):

a. Beginning July 1, 2026, schools with enrollment of 500 students or more shall be provided one centrally funded PSW position.

b. Beginning July 1, 2026, schools with enrollment of 1,200 students or more shall be provided two centrally funded PSW positions.

c. Six additional PSWs will be collaboratively assigned based on student needs.

2.0 Pupil Services and Attendance (PSA) Counselor:

a. Beginning July 1, 2026, the District will allocate 0.5 FTE of a PSA to schools with chronic absence rates of 27% or higher.

b. One additional PSA will be assigned to each Region for a total of four FTEs.

c. One additional PSA will be assigned to support schools in zip code 90021.

3.0 School Psychologist Services:

a. On July 1, 2026, the base allocation of School Psychologists at schools shall be increased as follows:
   i. Elementary Schools with fewer than 375 students - from 0.35 to 0.4 full-time equivalent.
   ii. Elementary Schools with 375 or more students - from 0.35 to 0.6 full-time equivalent.
   iii. Middle Schools - from 0.5 to 0.6 full-time equivalent.
   iv. High Schools - 0.6 full-time equivalent.
   v. Two additional FTEs will be collaboratively assigned to support students.

4.0 In the event that the District is not able to meet the obligations of sections 1.0 – 3.0 of this MOU by October 1, 2026, if UTLA files a grievance for alleged violations of Sections of this MOU, the grievance will be immediately placed into abeyance for a period of thirty (30) days in order to allow the District and UTLA to explore and identify options to resolve alleged violation. Those options may include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.

a. The parties may mutually agree to extend a 30-day abeyance window.

b. If the parties are unable to resolve in disputing informally during the abeyance period, UTLA shall be allowed to resume the grievance process.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

Cheryl Coney — 4/12/26
United Teachers Los Angeles — DATE

Kristin K Murphy — 4-12-26
Los Angeles Unified School District — DATE

UTLA Proposal 2-18-25
District Counter 5-19-25
UTLA Counter 6-17-25
District Counter 9-10-25
UTLA Counter 10-27-25
District Counter 11-20-25 revised 3-2-26, 4-11-26

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Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Support for Immigrant Students and Families

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

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

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

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

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development of ~~developing~~ resilient school communities with protective factors against academic and social barriers.

4.0 The District shall make every effort to:

a. Expand existing and develop new partnerships with legal clinics, legal organizations and law firms ~~within the~~ consistently across local District Regions to facilitate the provision of low cost or no cost services to students and their families impacted by immigration.

b. Facilitate clinics/trainings with organizations that provide services and resources to students and their families regarding immigration including Know Your Rights workshops and family preparedness plans.

c. Develop partnerships with philanthropic organizations with the goal of providing additional supports for immigrant students and their families.

d. Increase support for newcomers and their families, including but not limited to social emotional learning (SEL) tools, translation services, adult ESL courses, education/training in career pathways, legal, housing and health resources and services available through District support services providers.

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

a. LAUSD policy bulletin, "LAUSD Campuses as Safe Zones and Resource Centers."

b. Immigration rights including legal and education rights.

c. Procedures for addressing federal immigration enforcement efforts as well as safeguarding confidentiality.

d. Available resources, workshops, and services for student/family access including immigration rights, family preparedness plans, crisis management response resources, school enrollment, attendance, social-emotional supports, medical referrals, health insurance enrollment, legal resources and mental health referrals.

6.0 The District shall continue to:

a. Provide crisis management and support services through the response network to assist students whose parents have been detained.

b. Engage in outreach efforts to assist families with student enrollment, attendance and providing/updating emergency contact information.

c. Explore alternative learning settings/pathways and assist students and families with enrollment in independent study programs.

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d. Safeguard confidentiality and immigration status of students, families and employees to the extent permitted by law.
e. Assign specially trained staff to support students and their families impacted by immigration across the District.

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

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

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

10.0 Upon exhaustion of personal necessity time and written request, employees may be released for up to ten (10) unpaid workdays during their employment in order to attend to immigration matters. The days need not be taken consecutively. The District may request verification of such absences as outlined in Article XII, Section 14.1(d).

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

12.0 In accordance with Article IV, Section 8.0 h, the chapter chair will be informed of any applicable school plan related to matters of safety including matters related to the operation of the school when implementing the LAUSD policy, Campuses as Safe Zones and Resource Centers and may provide input regarding the implementation of said school safety plans.

13.0 Unit members shall not face any District discipline for following the policies contained in this MOU or applicable District policy.

14.0 During the 2026-2027 school year, the District will make every effort to expand Dream Centers/JUNTOS Centers from 4 to 8.

This MOU will remain in effect until an agreement on a successor collective bargaining agreement beginning in the 2027-2028 school year is reached.

LAUSD — DATE 4-12-26

UTLA — DATE 4/12/26

UTLA Proposal 2-18-25
District Counter 5-19-25
UTLA Counter 6-17-25
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Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Support for LGBTQIA+ Students and Staff

In reaffirming its commitment to providing a safe and inclusive learning and working environment, the District and UTLA agree to the following in support of LGBTQIA+ students and staff.

1.0 The District shall convene a collaborative task force to support LGBTQIA+ students and staff. The task force shall be composed of 4 representatives from the District and 4 representatives from UTLA. Representatives may be self-identified members of the LGBTQIA+ community. The task force will meet at least once each semester during the term of this Agreement to provide the District with feedback/recommendations in the following areas:

a. Reviewing District policy regarding reporting processes and protections for addressing incidents of anti-LGBTQIA+ harassment.
b. Reviewing current and proposed resources for families and staff and provide feedback regarding LGBTQIA+ matters.
c. Reviewing existing feedback systems for students and staff to make recommendations for ensuring a welcoming working and learning environment for the LGBTQIA+ community and making recommendations to strengthen systems.
d. Continuing supports and exploring additional ways to support LGBTQIA+ students and staff, including teacher outreach efforts.
e. Supporting trainings for staff that focus on inclusive learning and working environments.
f. Providing reports to the Board of Education with feedback/recommendations on the matters identified above. The task force may also provide additional feedback/recommendations and is expected to provide at least one written report per school year.

2.0 In accordance with applicable laws and District policy:

a. The District is committed to providing a safe and supportive learning and working environment that is free from discrimination, harassment, bullying or intimidation and has the affirmative obligation to combat bias, including sex discrimination or sexism on the basis of actual or perceived gender/sex (including gender identity and gender expression), sexual orientation, or a person's association with a person or group with one or

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more of these actual or perceived characteristics. Any District employee who believes they have experienced or witnessed discrimination or harassment is encouraged to report it to their supervisor and/or as outlined in District policy.

b. In support of students:

1. In accordance with the FAIR Education Act, the District shall continue to provide instruction in social sciences that includes the early history of California and a study of the role and contributions of people of all genders, Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, and members of other ethnic, cultural, religious, and socioeconomic status groups, to the economic, political, and social development of California and the United States of America, with particular emphasis on portraying the role of these groups in contemporary society.
2. Students shall continue to have equal access to the District's educational programs, activities, and facilities, including access to restrooms and locker room facilities that correspond to their gender identity. If a student desires increased privacy, regardless of the reason, the administrator shall make every effort to provide the student with reasonable access to an alternative restroom or increased privacy.
3. The District shall continue to permit students to use the name and gender with which they identify on school records, including pupil records, with parent/guardian/educational rights holder authorization. The records may include, but are not limited to, identification badges, classroom and homeroom rosters, certificates, programs, announcements, office summons and communications, team and academic rosters, diplomas, newspapers, newsletters, yearbooks and other site-generated records.

c. In support of employees:

1. Employees are to be recognized by their affirmed name and gender, regardless of legal documents.
2. All employees have a right to use restroom facilities that correspond to the employee's gender identity.

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3. If/when an employee seeks to change the name and/or gender marker by which they are recognized in the workplace, the employee may contact the Office of Employee Relations, or other appropriate office to access resources in facilitating the change in accordance with District policy.

3.0 Additional supports for gender diverse staff: If an employee is changing the name and/or gender marker by which they have been recognized, or planning to do so, and chooses to disclose this information to their school community, they may request:

a. A meeting with site administration, a representative if they choose, and the staff member to develop a plan of support.

b. Ongoing administrative support, which could include consult or coaching per policy requesting that the site community refer to the employee with their preferred pronouns and name.

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

LAUSD _____ DATE _____

UTLA _____ DATE _____