

NEW ARTICLE: SUPPORT FOR IMMIGRANT STUDENTS AND FAMILIES

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

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

2.0 LAUSD/UTLA District Immigrant Support Committee: A joint District-UTLA committee shall meet **at least 6 times quarterly** per year for the duration of the 2022-2025 school years. The committee shall be comprised of three (3) members from the District, three (3) members from UTLA, and two (2) parents (one (1) appointed by the District and one (1) appointed by UTLA). The committee shall review the changing needs of immigrant students and families and make recommendations on ways to expand resources for students and families including but not limited to: providing indigenous language resources for immigrant students in the form of curriculum, translators, tutoring and other community engagement efforts.

3.0 The District shall seek opportunities to secure additional funding in order to ~~create~~ 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 immigrant and newcomer students and families. LAUSD teams assigned to these Centers, will serve students and work with neighboring schools in the community to promote prevention and early intervention wellness efforts across the regions, provide adult education programs, health and human services, and career pathways. These hubs would provide adult education programs, health and human services, and career paths. In addition, the District will collaborate with external partners, including Federally Qualified Health Centers and other community partners, regarding the health and wellness of students and their families. These services will support the post-pandemic recovery by in the development of ~~developing~~ resilient school communities with protective factors against academic and social barriers.

4.0 The District shall make every effort to

- a. **Expand existing and develop new partnerships with legal clinics, legal organizations and law firms consistently across local District regions to facilitate the provision of low cost or no cost services to immigrant students and their families.**
- b. **Develop partnerships with philanthropic organizations with the goal of providing additional supports for immigrant students and their families.**
- c. **Increase support for newcomers and their families, including but not limited to social emotion learning (SEL) tools, translation services, adult ESL courses, education/training in career pathways, legal and health resources and services available through District support services providers.**

5.0 LAUSD shall provide all staff with professional development on an ongoing basis related to the needs of immigrant students and their families as follows:

- a. **LAUSD policy bulletin, "LAUSD Campuses as Safe Zones and Resource Centers."**
 - b. **LAUSD Sanctuary Schools Policy - implementation and enforcement**
 - c. **Immigration rights including legal and education rights.**
 - d. **Procedures for addressing federal immigration enforcement efforts as well as safeguarding confidentiality.**
 - e. **Available resources, workshops, and services for student/family access including immigration rights, family preparedness plans, school enrollment, attendance, social-emotional supports, medical referrals, health insurance enrollment, legal resources and mental health referrals.**
 - f. **School site plan to support students whose guardians are detained**
- ~~d. LAUSD and UTLA will develop a reporting mechanism for schools not implementing District Sanctuary Policy including how schools will be held accountable when not following the policy.~~

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

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

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

9.0 Tools and systems available by the district to staff, students, parents and others in the school community for the purposes of reporting safety and other concerns shall not be used to report on the immigration status of any individual to any outside agency.

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

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

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

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

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

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

16.0 In the event that an employee is separated or placed on a leave of absence as a result of any immigration-related event and is unable to receive a final paycheck, the Employer shall provide such compensation to a family member designated by the employee.

17.0 Upon written request, an employee shall be released for up to ten (10) unpaid working days during their employment in order to attend to immigration or citizenship status matters. The days need not be taken consecutively. The Employer may request verification of such absences and/or appropriate certified documentation.

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

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

20.0 In the event that the LAUSD is no longer permitted to employ an affected employee, the LAUSD agrees to convert the affected employee's termination to an

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

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

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

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

~~This non-precedent setting agreement is for the duration of the parties' 2023-2024 and 2024-2025 collective bargaining agreement and may be renewed by mutual agreement.~~