

UTLA

Proposals to LAUSD

6/17/25

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. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Labor Relations and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the District at the base rate for substitutes (see Article XIX) or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.

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

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

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

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

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

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

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

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

g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the

right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.

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

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

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

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

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

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

8.1 Released Time for Chapter Chairs:

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

teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.

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

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

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

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

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

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

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

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

- ~~e.~~ d. The document(s) shall include space for the Chapter Chair to sign, indicating whether the procedures set forth in a. and b. above have been followed;
- ~~d.~~ e. The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.

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

8.3 Itinerant Chapter Chairs

- a. The District shall recognize one Chapter Chair for each ~~Local District~~ Region, or similar governance structure, for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech and Language Pathologists, and Occupational & Physical Therapists, ~~and Visual and Performing Arts (VAPA) educators.~~
- b. The District shall recognize up to six (6) Chapter Chairs for Substitutes.
- c. The District shall recognize one (1) Chapter Chair District-wide for each of the other itinerant employment categories.
- d. UTLA shall annually provide written notification to the District Office of Labor Relations identifying the bargaining unit members serving in itinerant and Substitute Chapter Chair positions.
- e. For any District-wide or ~~Local District~~ Region-wide meeting convened by the District for itinerant employees or Substitute employees, a representative Itinerant Chapter Chair or Substitute Chapter Chair shall have the right to propose agenda items for such meetings. One representative Itinerant Chapter Chair or Substitute Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.
- f. The District shall recognize one Arts itinerant Chapter Chair for the disciplines of Dance, Music, Theatre, and Visual Arts, for a total of four Districtwide.

Activities of these Chapter Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d. In accordance with Section 6.0 of this Article, UTLA-paid released time shall be

provided to all Itinerant Chapter Chairs identified in Sections a, b and c above for member representation purposes, as needed.

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

a. Except as otherwise provided in this agreement, if the District decides that unit members are to be invited to serve on any committees (described below) that are ~~Local District~~ Region-wide or Local District-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.

b. UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and the District shall have the right to designate (and replace) one-half of such unit members. Unit members who are appointed to a committee by the District, rather than UTLA, are not to be considered authorized representatives for UTLA.

c. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, if the committee includes a combination of unit members invited to serve outside their regular assigned jobs, and unit members assigned to the committee as part of their regular assigned jobs, the latter shall be counted toward the District's appointing authority under section b above.

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

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

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

12.0 Consultation Rights: The District shall, upon request of the President of UTLA, or designee, meet and consult with UTLA regarding the subject matters specified in Government Code Section 3543.2. Also, with regard to the development by the District (Central or ~~Local District~~ Region) of new or revised student assessment systems, or changes in instruments or frequency of assessment, the District shall during

the design and deliberation stages give UTLA written notice of its intentions and plans, and include UTLA as one of the principal participating stakeholders in such process. In addition, UTLA may itself initiate consultations with the District regarding such matters.

ARTICLE IX

HOURS, DUTIES, AND WORK YEAR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. School Based – (T table): Non-Classroom (Non-Register Carrying) teachers and counselors assigned to a school site and paid on the Preparation Salary Table, (including but not limited to School Counselor, A-G Counselor, Arts Itinerant Teacher, Dean of Students, Intervention Teacher/Interventionist, Restorative Justice Teacher, Categorical Program Adviser - Title One Coordinator, Community School Coordinator, International Baccalaureate Coordinator, Intervention/Prevention Support Coordinator, Magnet Coordinator, Problem-Solving Data Coordinator, Targeted Student Population Program Adviser, and Technology Coordinator), 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 the same as 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.

~~Incumbent school site counselors may accept a differential and/or stipend if offered to extend their on-site obligation but shall not be required to do so.~~

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.

b. 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 Arts Adviser, Community Schools Coach, Literacy Adviser/Expert, Program Specialist, Restorative Justice Adviser, are to have a daily scheduled on-site obligation of eight hours (exclusive of duty-free lunch).

c. Support Service Providers (D table): Support service providers paid on the Special Services Salary Table, including but not limited to Pupil Services and

Attendance Counselor (PSA), Psychiatric Social Worker (PSW), and Related Services Itinerants, Organizational Facilitator, System of Support Adviser (SOSA), 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. School Psychologists are to have the same onsite obligation as teachers and other job categories listed in Section 3.5(a) above.

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

e. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers.

f. Supervision is not a regular duty of non-classroom teachers, unless it is voluntary and paid. If required, it must be paid and assigned in a rotating and equitable manner.

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

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

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

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

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

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

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

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

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

6.0 Secondary Preparation Period: Each regular full-time secondary classroom teacher (including full-time CTE teachers and Teacher Librarians) shall be

~~assigned five scheduled class periods weekly~~ an average of 90 minutes per day (during the instructional day) as preparation periods time. 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) and a minimum of 120 minutes per week during the instructional day. In order to provide such preparation time, the District shall assign elective and physical education teachers to elementary campuses. All teachers at the site shall have equal preparation time. ~~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 All Elementary and Secondary preparation time shall be utilized at the educator's discretion for professional duties including those listed in Sections 6.0 and 7.0 above. Administration may not schedule meetings or trainings during preparation time, unless approved by Local School Leadership Council.

7.2 The above rules are applicable to regular elementary programs. Elementary teachers who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by

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

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

- (1) Supervision reasonably assigned on inclement weather schedules;
- (2) Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);
- (3) Supervision of organized student activities and student organizations;
- (4) For teachers who have a "T+" or coordinatorship differential which covers the supervision duties (provided that, in such cases, the District shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);
- (5) Supervision of the teacher's students to and from the classroom; or
- (6) Any normally assigned basic duties apart from the above-described non-classroom supervision.

b. Assignment and Pay for Supervision: Commencing at the start of any school year, elementary teachers shall be permitted to place themselves (on a voluntary basis) on a "first call" list for paid supervision duties as needed, with the understanding that such services will be paid at the Extended Teaching Assignment hourly rate (Appendix E, Section 6.0). If from time to time the demand for paid supervision exceeds the capacity of the volunteer "first call" list, the remainder of the teachers will be subject to assignment on a rotating, non-voluntary basis, but will be paid at the individual's own regular rate of pay.

c. The above rules are applicable to regular elementary programs. Elementary teachers, who are in programs which are combined with secondary and which are

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

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

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

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

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

Certificated Assignment Days

(Not applicable to Adult and Substitute Teachers)

NOTE: The following chart is for information only.

BASIS	ASSIGNED DAYS	PAID WORK DAYS*	PAID HOLIDAYS/ NON-WORKDAYS	PAID DAYS
A	261***	248**	13	261***

B	221	197	24	221
C	204	182*	22	204
E	234	210	24	234
K	214	192	22	214

*Includes 2 pupil-free days, as applicable.

**Includes vacation days and may increase by one day on leap years.

***May increase by one day on leap years

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

- A From July 1 to June 30, inclusive.
- B 221 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent of Schools or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible B Basis", the 221 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular B Basis.
- C 204 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible C Basis," the 204 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular C Basis.
- E 234 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.

- K 214 days, excluding Saturdays and Sundays, but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.
- X Periods of assignment, as needed, not otherwise defined herein, including assignments in substitute, temporary, and relief status and the unclassified service). For use when an employee is not performing regular duties or when the employee is performing regular duties and the assignment is 10 working days or less.
- Z The period between the ending date of an employee's assignment basis in one school year and the beginning date of the regular basis for the following school year, the periods of unassigned time, or the intersession periods for year-round school employees. This is restricted to employees having regular status in other than A-Basis positions. For use when an employee is performing regular duties and the assignment is more than 10 working days.

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

11.0 Special Provisions

a. Nurses:

- (1) The District shall provide an in-service training program, or permit attendance at an accredited institution in order to help nurses meet their licensing renewal requirements. Such a program will be partially on a released time basis and partially after-hours.
- (2) If a nurse's scheduled duty-free 30 minute lunch break is interrupted for emergencies or special situations (see Section 5.0 above), compensatory time shall be granted or the lunch period extended so that the situation is handled in an equitable manner.
- (3) If nurses are required to work outside of their assigned annual basis, they must be granted compensatory time off, or paid for the time at their regular rate.

b. Special Education:

- (1) Resource Specialist teachers shall not be assigned to teach or cover regular or Special Day Classes except in emergency situations of a non-recurring nature or as part of a plan to provide additional non-classroom time pursuant to Section 8.0 of this Article.
- (2) The District shall, in accordance with applicable statutes, provide staff development training to regular-program teachers who teach Special Education students. Such staff development training shall be treated as a priority purpose for use of the existing allocation of minimum or shortened days.
- (3) Special Education personnel who have been directed to be available at a given time for additional days of employment shall be informed as to confirmation or cancellation 30 calendar days prior to such additional employment.

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

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

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

f. Special Provisions for Novice Teachers: To assist with the retention of "novice teachers," (those in their first school year of service as a 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

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.

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 four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act.
- d. An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment.
- e. Election procedures for coordinators and deans differ, as described below.

6.0 Coordinator Selection Procedure at School Sites:

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

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

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

c. Post-Election Procedures:

- (1) If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)
- (2) If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school. The site administrator and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year.
- (3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two-member team from the District/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.

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

- (1) Coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency.
- (2) A certificated SIS Coordinator in Adult School shall be subject to confirmation elections.

7.0 Dean Election Procedure at School Sites

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

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

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

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

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

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

appointee's former position shall be filled by a substitute or employee on temporary assignment.

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

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

- a. Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term.
- b. Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 6.0 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment.
- c. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.

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

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

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

- a. Those serving in positions that require direct instruction or supervision of students for at least 50% of the working time;
- b. An incumbent named in a grant and whose compensation is a least 50% funded by that grant;
- c. No other candidate is qualified to fill the position or there are no other applicants for the position. The District will be required to publicize all affected positions in the Spotlight or District Memoranda and with information provided by the District, in a timely manner, and UTLA may in its discretion publicize the position in the United Teacher newspaper. If no other applicant files for a position currently held by a five-year incumbent or a determination is made that no other candidate is qualified to fill the position, the incumbent shall be granted a new five-year limit in the assignment.
- d. If a situation arises due to unanticipated retirement, resignation or termination and there is only one incumbent remaining at that unit location, that incumbent may serve one additional year beyond the five year limit;
- e. An incumbent in a situation where there is no other open bargaining unit position that he/she is able to assume;
- f. Support Services personnel serving in the Division of Adult and Career Education Occupation Education Program for adults with disabilities;
- g. Adult and Career Education (DACE) exception – after an employee in a non-school non-classroom position has served a full five year term, the position will be announced and the incumbent may reapply. A panel composed of 50% District and 50% UTLA members will conduct a selection process and list the three (3) top candidates in unranked order. The DACE Superintendent will select from the top three (3) candidates on the applicable lists; and
- h. Any other exceptions if mutually agreed to by UTLA and the District.

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

11.0 Secondary Counselor Reassignment [to Teaching Position]:
Counselors who are reassigned [to a classroom teaching position] 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 ~~both UTLA Chapter Chairs, who represent itinerant employees,~~ as outlined in Article IV, Section 8.3 and itinerant employees with a tentative list of specific available and unfilled positions, including special assignments, or programs/regions/Local Districts/administrative/supervisory areas The tentative list shall be provided at least ten (10) working days prior to the date that itinerant employee preference forms are distributed, and no later than April 15th of each academic school year. The tentative list should include the worksite location/region, program, qualifications (e.g. certifications, credentials, authorizations, licenses, training), and the assignment basis (e.g. B, C, or E) prior to the distribution of the preference form, however the parties acknowledge that the tentative list is based on projections and therefore subject to change. Chapter Chairs, as outlined in Article IV, Section 8.3, for each itinerant program shall be provided a seniority list indicating the seniority date and credentials. Prior to the assignments for the itinerant employees, supervisors shall collaborate with the Chapter Chair of each itinerant program to determine the assignment method and review of the preference form. In collaboration with the UTLA Chapter Chair, Ssupervisors shall assign itinerant employees using the agreed upon ~~by an~~ assignment method ~~determined for by each itinerant program. in consultation with the UTLA Chapter Chair,~~ Staff shall be assigned in order of seniority considering other factors such as District/Program need, continuity of services, geography, distance between multiple work locations, and the unique/area expertise of the service provider. The only exception shall occur when the supervisor reasonably determines with written documentation that any specific assignment is not in the best interest of the education program. The written documentation shall be provided to the UTLA Chapter Chair and affected employee. If an employee is transferred to a different area from their preferred area and a vacancy becomes available, they will have the option to transfer back to their preferred area. In the case of a dispute to the assignment, the dispute shall be resolved pursuant to the procedures of Article V-A following the employee's notification of their assignment. ~~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.*~~ The District shall make every effort to notify the employees of assignment changes no less than one (1) week before the end of the school year with the understanding that such assignments are subject to change.

~~*Refer to the parties' "Itinerant Assignment Dispute Resolution Process" MOU for the Spring of 2024 and Spring of 2025.~~

ARTICLE X

EDUCATOR DEVELOPMENT, SUPPORT AND EVALUATION

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

2.0 Evaluator: The employee's immediate administrator shall be responsible for the evaluation of the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions to another administrator, but shall retain ultimate responsibility. As to evaluation of site-based support service personnel, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation. Employees with credentials that differ from that of their evaluator may request to be evaluated by an administrator with the same credential type. The district must make every effort to accommodate this request, and if the request cannot be accommodated the employee must be provided with a written explanation.

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

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

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

b. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year

preceding the next intended evaluation, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.

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

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

3.1 Notification to Employee:

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

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

4.0 Establishment of Objectives:

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

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

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

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

b. Expected employee competence, including but not limited to knowledge of subject matter, adherence to curricular objectives, use of effective teaching and supervision techniques, effective use of time, maintenance of appropriate professional relationships and communications with students, parents, and other staff members, and compliance with District and school rules, policies, and standards;

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

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

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

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

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

4.3 During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification. If the employee and

evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level as set forth in the preceding paragraph.

5.0 Observations, Records, and Assistance:

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

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

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

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

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

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

6.0 Final Evaluation Report: Not less than 30 calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward objectives is evaluated. The ratings for a Final Evaluation shall be "Exceeds Standards", "Meets Standards", and "Below Standard". Prior to the end of the school year the evaluator

shall hold a Final Evaluation Conference with the employee to discuss the content of the Final Evaluation Report. When a Final Evaluation Report is marked "Below Standard," the evaluator shall specifically describe in writing the area(s) of below standard performance, together with recommendations for improvement, and the assistance given and to be given. The evaluator shall not record comments about an employee's attendance, as long as the employee has not exceeded their annual allotted or other authorized leave time in accordance with Article XII (12.3), and has provided documentation when required to do so.

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

6.2 The employee shall be given a copy of the Final Evaluation Report at the conference. A copy shall be placed in the employee's personnel file, and a copy retained by the school or office. Evaluation forms shall not be considered a public record.

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

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

7.0 Inadequate Service by Substitutes: The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service (ISR). The site administrator shall include a summary of the incident(s) that led to the issuance of the ISR. This summary will be in lieu of the option of the administrator to check a box indicating recommendation for termination. Said box shall be removed from the form. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations, and of the substitute's right to a meeting with representation. Upon employee request, a meeting will be held to discuss the matter. The employee may

be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. The timeliness of the employee's request for a meeting, or the non-availability of the employee or representative shall not delay issuance of the Inadequate Service Report beyond the ten working days period set forth above. In addition to the grievance procedure, the employee may attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record.

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

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

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

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

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

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

9.0 Peer Assistance and Review – General Provisions:

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

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

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

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

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

or of Consulting Teachers shall be subject to the grievance and arbitration provisions of this Agreement.

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

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

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

c. Component Three is a voluntary program designed to provide assistance to non-permanent and/or permanent teachers who have been positively evaluated, but who wish to avail themselves of such services in order to improve their professional practices. Component Three services are the third priority for the PAR Program, with teachers assigned to schools of greatest need (based upon the State's Accountability Index rankings) to be served first. The assignment of such services will be directed by the PAR Coordinator.

11.0 PAR Program Support:

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

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

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

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

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

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

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

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

12.0 PAR Consulting Teacher Qualifications and Selection Criteria:

a. Consulting Teacher applicants must possess a clear California credential, and must have completed eight years of full-time District service with a satisfactory performance record (in terms of evaluations and service notices) covering the most recent five years.

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

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

d. Applicants must also submit, with their letter of application and resume, a letter of reference from a site administrator and a Chapter Chair (in both cases referring to individuals who are closely familiar with the applicant's work), and also one additional letter of reference from any source selected by the

applicant. The PAR Panel may also require all applicants to attend a pre-application orientation session.

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

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

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

13.0 PAR Consulting Teacher Duties and Responsibilities:

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

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

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

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

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

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

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

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

14.0 PAR Panel Qualifications and Selection:

a. The PAR Panel shall be comprised of nine members, five of whom are appointed by UTLA and four of whom are appointed by the District. The appointing parties shall establish their own criteria for such appointments, but they must have had satisfactory evaluations and service for at least the previous five years and there should be some attempt at balance between elementary and secondary experience.

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

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

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

15.0 PAR Panel Duties and Responsibilities:

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

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

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

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

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

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

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

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

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

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

ARTICLE XI-B

MASTER PLAN PROGRAM

1.0 Minimum Requirements for Participation in the Master Plan Program:

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

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

- a. Content instruction in a District-approved Dual Language Program, including instruction delivered in a World Language setting in a Dual Language Program.
- b. Primary language content instruction in a District-approved Newcomer Program
- c. Class make-up is at least one-quarter Newcomers and/or Emerging, Expanding, or Bridging Bilingual students in an English immersion program for at least one-half of the teacher's instructional day.
- d. Non-Roster carrying educators who provide services to students or families in the student and family's primary language.

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

- a. Education Specialists - Possess a Deaf and Hard of Hearing (DHH) credential and an American Sign Language Proficiency Interview score of 4.0 or above. (agree)
- b. Assigned to teach and provide ASL content instruction in an approved ASL Bilingual Program without the assistance of an interpreter.

1.3 To assist schools and employees in these areas, the district will fund one (1) Dual Language Coordinator per region.

1.4 In order to understand and support the needs of American Sign Language (ASL) Bilingual Programs the district will provide one (1) ASL Specialist per region.

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

- a. Teachers assigned to teach in full-time UTK-5/6 grade elementary classrooms shall receive a stipend up to \$5,400 (\$2,700 per semester as eligible).
- b. Teachers assigned to teach in secondary classrooms shall receive a stipend as follows:
 1. Assigned to teach qualifying classes as indicated in 1.1 of this Article up to one-half (1/2) of a full-time assignment shall be up to \$2,700 (\$1,350 per semester as eligible).
 2. Assigned to teach qualifying classes as indicated in 1.1 of this Article more than one-half (1/2) of a full-time assignment shall be up to \$5,400 (\$2,700 per semester as eligible).

c. Non-Roster carrying educators who provide services to students or families in the student and family's primary language shall receive a stipend of \$5,400.

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 In the year prior to the revision of the Master Plan, UTLA and the District will convene an Advisory Group to provide input towards the development and revision of the District's Master Plan. The Advisory Group will meet as needed, but will meet a minimum four times in the year leading to the revision. UTLA participants will be selected by UTLA as outlined in Article IV, Section 9.0. During the year of implementation, the Advisory Group will meet a minimum of four times to discuss and address any issues with implementation. Any releases necessary to ensure participation of UTLA bargaining members will be provided by the District.

~~5.0~~ 6.0 The District and the UTLA Article XXX Bilingual Subcommittee shall continue to discuss issues and concerns related to the Master Plan including classroom organization.

7.0 Schools will have the autonomy to review and select curriculum pertaining to Dual Language, Emerging Bilingual, and Standard English Learner programs. Selected curriculum and digital resources will be provided and paid for by the District. Schools will not incur additional costs for selecting curriculum that best serves their student and program needs.

8.0 Newcomers: The District will provide schools with at least a 5% Newcomer student enrollment, additional funding to help with meeting the unique needs of students who may have recently arrived in the country. This may include additional compensation for analysis of transcripts, identifying accurate class placement, interpretation and creation of documents for students and parents and any other supports Newcomers and their families may need to ensure the enrollment, credit and/or class assignment is accurate and overall integration into a new school system is achieved.

9.0 The District will provide additional funding to provide target language support and intervention for Dual Language Programs, Emerging Bilingual Learners and Newcomers.

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 (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 shall be in accordance with Section 24.4 of this Article and Government Code Section 12945.2.

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

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

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

9.0 Bereavement (Paid): An employee is entitled to a paid leave/absence from the District, not to exceed ~~three~~ five (5) days, on account of the death of an ~~member of the employee's immediate~~ qualified family member as defined below. ~~Employees must provide documentation within thirty (30) days from the first day of leave, if requested by the District.~~ Bereavement leave may be taken consecutively or intermittently so long as the leave commences and is completed within (3) months from the qualifying family members' date of death. if acceptable proof of death and relationship is provided and the leave/absence commences within ten calendar days of the death. If more than one such death occurs simultaneously, the leaves may be taken consecutively. If out of state travel is required and requested, an additional two days (2) shall be granted. Employees not traveling out of state may elect to take an additional two (2) days of bereavement utilizing personal necessity, vacation, or unpaid leave. ~~The immediate family~~ qualified family member is defined as the following relatives of the employee:

- a. ~~Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse~~ cohabitant who is the equivalent of a spouse, or domestic partner
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
- e. Grandchild (includes grandchild of spouse, step grandchildren, and grandchildren of cohabitant who is the equivalent of spouse)
- f. Brother
- g. ~~Sister~~ Sibling
- h.g. ~~Any relative~~ person living in the employee's immediate household
- h. Designated person (District employees are limited to one designated person per 12-month period. The employee may identify the designated person when the employee requests a leave for family care, medical, bereavement, and/or kin care.

9.1 Traumatic Incidents: In the event of a traumatic incident that affects an employee's school/workplace community, educators may take up to five (5) days of leave that will not affect accrued illness/leave time. Traumatic incidents shall be defined as those events that require action from the school site crisis team and/or the LAUSD Mental Health team or criteria identified in Article XXIV section 5.7 The employee may request leave within 3 months of the incident.

10.0 Pregnancy and Related Disability (Paid and Unpaid):

10.1 Paid Disability Absence: For that period of time during which the employee (including temporaries and substitutes) is physically disabled and unable to perform ~~her~~their regular duties due to pregnancy, miscarriage, childbirth and recovery there from, ~~she~~they shall be permitted to utilize ~~her~~their illness absence pursuant to Section 12.0 of this Article.

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

10.3 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as ~~she~~they and ~~her~~their physician determine that she must absent herself due to pregnancy disability, provided that ~~she~~they can and does continue to perform the full duties and responsibilities of ~~her~~their position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and ~~her~~their physician's release to return to active duty. District forms for such certifications, and application forms, shall be available at each site.

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

a. While on parental leave, an employee will be granted four (4) weeks leave at full pay. For the following eight (8) weeks, the employee will receive 50% of their salary and may must use all his/her their accumulated illness/sick leave to be compensated for the remaining 50%. for a period of up to twelve workweeks. Once the employee has exhausted ~~his/her~~ their accumulated illness/sick leave the employee will receive 50% of ~~his/her~~ their salary for the remainder of the twelve workweek period.

b. An employee shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week

period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

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

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

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

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

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

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

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

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

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

12.2 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) who is under

contract (including temporary contract) for a full school year, who has accrued fewer than the number of full-pay illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness absence days which, when added to the accrued full-pay illness absence days equals the equivalent to 100 days of full and half-pay illness absence days.

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

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

- a. The employee holds probationary or permanent status.
- b. The employee did not carry over any full pay illness hours from the previous year.
- c. The employee has on file an illness leave request satisfying the requirements of Sections 12.8 and 12.9.

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

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

12.6 (a) Unused illness time for qualifying substitutes will roll over year to year but shall not exceed 120 hours.

12.7 When an employee is absent under this section and such absence is properly verified, the employee will receive full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half pay up to the total of half pay days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in

paragraph 12.3. Pay for absence shall not be made in increments of less than .3 hours (18 minutes).

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

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

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

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

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

- a. Allowable leave/absence shall be for up to 60 working days for the same injury or illness.
- b. Allowable paid leave/absence shall not be accumulated from year to year.
- c. An employee absent under this section shall be paid such portion of the salary due for any school month in which the absence occurs as, when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than the employee's full normal salary. For substitutes and limited term employees,

full normal salary shall be computed so that it shall not be less than the employee's average weekly earnings as utilized in Section 4453 of the Labor Code. For purposes of this section the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

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

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

c. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination; and (4) applied in writing to the District for such an extension, using a District form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the Office of Risk Management and Insurance Services. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the employee health coordinator. An employee may be required during the extended period to be evaluated by the employee health coordinator at any time.

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

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

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

14.0 Personal Necessity Leaves or Absence (Paid): ~~Subject to the limits set forth below, a~~An employee shall be granted a paid personal necessity leave as needed. ~~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 of a compelling nature to the employee, the gravity of which is comparable to the above, which demands the personal attention of the employee during assigned hours and which the employee cannot reasonably be expected to disregard, limited to one (1) occasion in any school year.~~

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

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

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

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

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

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

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

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

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

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

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

regardless of whether or not the employee receives sick leave compensation during that leave.

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

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

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

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

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

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

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

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

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

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

15.1 Sabbatical leave applications shall be filed by April 15, and once approved under paragraph 15.0 c. shall be considered on a priority basis; if

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

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

- a. Notification of illness is given to the Personnel Division by means of registered or certified letter; and
- b. Written evidence verifying the interruption of the travel or study due to illness is filed with the assignment office. A sabbatical leave cannot be changed to an illness leave before the expiration date of the sabbatical leave.

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

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

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

- a. The leave may be converted to personal leave effective with the beginning date of the sabbatical leave; but sabbatical rights will be forfeited for the year following the year of cancellation;
- b. An employee who cancels a sabbatical leave may request a return to duty. Upon return to duty the employee may be assigned temporarily to another site at the discretion of the District, but shall retain return rights (see Section 3.0) at the end of the originally scheduled sabbatical leave; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21.0 Half-Time Leave: A regular Half-Time Leave shall be granted to allow a permanent employee or probationary Early Education Center Teacher to continue service for half of each working day. At the elementary level, a complementary partner with permanent status is required. At the secondary level, if one is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom health and human services

employees, the total number of approved half-time leaves shall not exceed a maximum of 10% of the full-time equivalent positions in the classification. Current Health and Human Services employees on a Half-Time Leave will be grand parented for purposes of such a leave. Exceptions to the "half of each working day" requirement, including the above-mentioned grand parented employees may be made in special circumstances but shall require written special approval of the Local District Superintendent upon recommendation of the immediate administrator. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human Resources office by April 15 for the fall semester and by November 15 for the spring semester.

21.1 Half-Time Assignment:

- a. New employees may be employed full-time and work one-half time with the other one-half time covered by a half-time leave pursuant to this section.
- b. In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.
- c. If the employee is unable or unwilling to accept a full time assignment in such circumstances, the employee shall submit a voluntary resignation.
- d. New employees hired pursuant to this section shall receive District paid health benefits pro-rated to the hours of paid service provided the employee contributes the balance of the full cost pursuant to Article XVI, Section 3.0 c.

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

- a. The employee shall submit a request annually to the Personnel Division prior to April 15 for a leave to be effective during the following school year, and the total of such annual leaves shall not exceed ten years.
- b. The employee has reached age 55 prior to the school year during which the leave is effective.
- c. The employee was assigned full-time in a certificated position with the District for at least 10 school years of which the immediately preceding 5 school years were consecutive, full-time employment. Time spent on approved leaves shall not constitute a break in the 5 school year sequence, but shall not count toward the service requirement.

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

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

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

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

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

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

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

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

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

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

24.0 Family Care and Medical Leave/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 unpaid Family Care and Medical Leave/Absence shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least 12 months and who has served for 130 workdays during the 12 months immediately preceding the effective date of the leave. For purposes of this section, furlough days 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 Definitions: For purposes of this leave, the following definitions shall apply:

a. "Child" means a biological, adopted or foster child; a stepchild; a legal ward; the child of a cohabitant who is the equivalent of a spouse; or a child of a person standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability.

b. "Spouse" means a husband or wife or cohabitant who is the equivalent of a spouse.

c. "Parent" means a biological, foster, or adoptive parent; 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. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

e. "Health care provider" means 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.

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:

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 Approval: Family Care and Medical Leave/Absences 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 Notification and Scheduling: If the need for the Family Care and Medical 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 Medical Certification - Family: For leaves/absences to care for a child, spouse or parent, as defined in 24.1, 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 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 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 Restrictions: In the event that parents who are both District employees each wish to take Family Care 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 Compensation and Benefits: The Family Care and Medical 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 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 leave (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 and Medical Care 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 Seniority; The period of the Family Care and Medical 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 Return Rights: An employee returning from a Family Care and Medical 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 XVIII

CLASS SIZE

1.0 General Provisions: The following general provisions and definitions apply to this Article:

a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered.

b. Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis.

c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position.

1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date." As of "norm date" the number of teachers to be assigned to a school shall be based upon the number of students listed in the teacher Allocation Tables and the staffing requirements of this Article.

1.2 For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:

a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term.

b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position, and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.

1.3 Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:

a. From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to

register-carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register-carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.

b. After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register-carrying classroom teaching functions in classes or departments exceeding the expected class size.

1.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.

1.5 Class Size Arbitration Procedures: If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority, to consider all reasonable and practical options, up to and including the assignment of additional teachers to meet the class size requirements of this Article, but shall not have authority to award any monetary relief beyond any expressly delineated in this article.

~~1.6 If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.~~ (This appears to be an editing error in the current agreement)

2.0 Class Size Averages & Maximums for:

(The chart below has been edited to reflect full implementation of the UTLA 2025 proposal.)

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO (Predominantly Hispanic, Black, Asian, & Other Non-Anglo)	<u>UTK</u> TK -3	<u>10:1 ratio</u> 22.00	<u>20</u> 25
PHBAO	4-5 (6)	25.00	28
PHBAO Academic	(6) 7-8	25.00	28
PHBAO Academic	9-10	25.00	28
	<u>11-12</u>	<u>31.5</u>	<u>35</u>
PHBAO Non-Academic	(6) 7-8	36.25 <u>31.5</u>	39 <u>35</u>
PHBAO Non-Academic	9-10	35.50 <u>31.5</u>	39 <u>35</u>
PHBAO Non-Academic	11-12	35.50 <u>31.5</u>	39 <u>35</u>
PHBAO Academic	11-12	33.5	37

Desegregated/Receiver (Schools Governed by the Student Integration Program) <u>Academic</u>	<u>UTK</u> TK -3	<u>10:1 Ratio</u> 22.00	<u>20</u> 25
Desegregated/Receiver Desegregated/Receiver Academic Desegregated/Receiver Academic	4-5 (6) (6) 7-8 9-10 <u>11-12</u>	30.50 30.50 30.50 <u>31.5</u>	34 34 34 <u>35</u>
Desegregated/Receiver Non-Academic Desegregated/Receiver Non-Academic Desegregated/Receiver Academic Desegregated/Receiver Non-Academic	(6) 7-8 9-10 11-12 11-12	36.25 <u>31.5</u> 35.50 <u>31.5</u> 33.50 35.50 <u>31.5</u>	39 <u>35</u> 39 <u>35</u> 37 39 <u>35</u>

Type of School*	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	<u>UTK</u>	<u>10:1 Ratio</u>	<u>20</u>
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	<u>UTK</u>	10:1 Ratio	20
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
	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

2.1 Academic classes are those in English Language Arts, Math, Social Studies, Science, and Foreign Language. Non-academic classes are all electives, excluding Physical Education and activity classes such as Band and Drill Team.

2.2 Schools not falling within the categories above shall maintain class size averages and class size maximums consistent with schools governed by the Student Integration Program (Desegregated/Receiver schools).

2.3 Class Size Reduction

a. 11th and 12th Grade Academic:

- i. On July 1, 2025 both average and maximums will be reduced by one (1).
- ii. On July 1, 2026 both the average and maximums will be reduced by one (1) additional for a total reduction of 2.

b. Non-academic:

- i. On July 1, 2025 both the average and max at all grade levels and schools shall be reduced by 2.

- ii. On July 1, 2026 both the average and max at all grade levels and schools shall be reduced by an additional 2 for a total reduction of 4.

(Delete the below as implemented, changes reflected in the chart above)

a. ~~On July 1, 2023, class size in academic classes (TK-12) in schools listed in Appendix X shall be reduced by 1 in both average and maximum from the table in section 2.0 above.~~

b. ~~On July 1, 2024, Class size in academic classes in grades TK-12 in all schools not included in (a) above shall be reduced by 1 in both average and maximum from the numbers in section 2.0 above.~~

c. ~~On July 1, 2024, class size in academic classes (TK-12) in schools listed in Appendix X shall be reduced by an additional (1) for a cumulative total of (2) in both average and maximum from the table in section 2.0 above.~~

d. ~~On June 30, 2025, Class size in academic classes in grades TK-12 in all schools not included in (c) above shall be reduced by an additional one (1) for a cumulative total of two (2) in both average and maximum from the table in section 2.0 above, to be implemented in the following school year.~~

2.4 Other Regular Program Class Size Averages & Maximums:
(The union proposes to discuss the relevance of this language in 2.4 and to update or remove it in light of previously agreed upon class size reductions).

a. ~~Elementary schools: Taken together, all classes at a school in grades K-3 are to average 24 students, and in grades 4-6 are to average 35.5 students.~~

b. ~~Middle Schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.~~

c. ~~Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.~~

2.5 Non-elective Secondary Physical Education classes provided by the Physical Education Department (excluding elective PE classes, team sports, and activity classes such as Band, Pep Squad and Drill Team) are to have a maximum class size of 55.

2.6 Elementary General Education Physical Education: The District shall centrally fund one (1) Physical Education teacher for every 15 elementary classrooms.

2.7 UTK classes shall maintain a ratio of no more than ten (10) students per one (1) adult at all times.

3.0 Distribution of Students Within Grade Levels, Departments and Classes: Grade Level and Department Chairs (add SLC Lead Teachers if applicable) shall, as minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the grade level or department budget funds, establishment of the grade level or department class offerings, assignment of grade level or department members to specific classes, and balancing of grade level and department classes. Soon after the opening of school, each elementary grade level chairperson or secondary department chairperson shall call a meeting of the grade level/department for the purpose of attempting to reach consensus on recommendations to be made to the site administrator with respect to an equitable and educationally sound distribution of students, including students who may enroll at a later date. Notwithstanding the above, should a class size maximum be violated by two or more students, students will be evenly distributed among classes where possible. For example, if there are two 2nd Grade classrooms in a school and one is above the max by two (2) students then one (1) student will be moved into the other classroom so that both classrooms are one (1) student above the maximum, until such time as the violation is resolved. In secondary, if multiple class sections within the same credential area exceed the max, those classes will be evenly distributed among teachers in that department.

3.1 The parties agree that students should be equitably distributed across grade level and department classes. Said equitable distribution is subject to the grievance procedure.

4.0 Payment for Class Size Violations: Post norm day, in those instances in which class size exceeds the maximum dictated by this article, the affected teacher shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place

4 5.0 Grievance Process: Class Size Averages & Maximums

If the class size maximums in this Article are exceeded beyond Norm Day, the affected teacher may initiate a grievance in accordance with Article v of this Agreement in order to seek remedies in addition to the payment called for above.

5 6.0 Counseling Services: The District shall maintain a secondary counselor ratio as follows:

School year 2025-2026: 350:1

School year 2026-2027: 275:1

Once a school has exceeded 50% of the ratio, an additional secondary counselor shall be provided to the school by the District. ~~The District shall maintain a secondary school counseling services ratio of 500-1 350-1 per secondary school. Once a school has exceeded 40% 60% of the ratio, an additional secondary counselor shall be provided to the school by the District~~ (example: In the 2025-2026 school year a middle school or high school with 526 ~~4,200~~ students would have 2 secondary counselors, while a middle school or high school with ~~4,204~~ 876 students would have 3 secondary counselors).

Post norm day, in those instances where a counselor(s) workload exceeds the maximum stated above the affected counselor (s) shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place. School Counselors will have the option to be on B- or C-Basis, at the discretion of the individual School Counselor.

56.1 Teacher Librarian Services:

a. The District shall provide one (1) full-time Teacher Librarian, five (5) days per week, for every library facility located on a secondary school campus.

b. The District shall provide two (2) full-time Coordinating Field Librarians (CFL) and two (2) Instructional Technology Applications Facilitators (ITAF) per LAUSD Local Region (16 total).

56.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school. In those instances in which the District fails to meet this obligation those nurses who cover the work of the vacant positions shall be paid an additional one hundred dollars (\$100) per day for each work day until the obligation is met. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place.

56.3 In the event that the District is not able to meet the obligations of Sections 5.0-5.2 6.0-6.2 of this Article by October 1st of each school year, if UTLA files a grievance for alleged violations of those Sections, the grievance will be immediately placed into abeyance for a period of thirty (30) days in order to allow the parties to explore options to resolved the alleged violation. Those options include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.

- a. The parties may mutually agree to extend the 30-day abeyance window.
- b. If the parties are unable to resolve the dispute informally during the abeyance period, UTLA shall be allowed to resume the grievance process.

The agreement of the parties to hold the grievance in abeyance notwithstanding, the District remains obligated to make any financial penalty payments to employees dictated by this article and under the timelines and terms of this article. Failure to do so is grievable separate from the violation being held in abeyance.

56.4 College Readiness: District shall provide a college counselor or college adviser to every high school with at least 900 students as follows:

- a. ~~Beginning with the 2023-2024 School Year – The District shall provide a college counselor or college adviser to every school listed in Appendix X with at least 900 students.~~
- b. Beginning with the 2024-2025 School Year – The District shall provide a college counselor or college adviser to all high schools with at least 900

students not included in (a) above. If the total number of students across all schools on a shared campus/location/site is at least 900 students, the District shall provide a college counselor or college adviser.

In those instances in which the District fails to meet this obligation, those school counselors and/or other staff who incur additional work as a result of the District's failure to meet this obligation shall be paid an additional one hundred dollars (\$100) per day for each work day until the obligation is met. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place.

67.0 Early Education Centers: Pursuant to State requirements, the allocation of staff is to be determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept). The previous sentence notwithstanding, the minimum staffing ratios will be 1 teacher to 4 students in those classes with 2 year old students and 1 teacher to 6 students in all other classes.

Post norm day, in those instances in which class size exceeds the maximum dictated by this article, the affected teacher shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place

78.0 Special Education: See Article XXII, Sections 1.0 - 2.0

(the union proposes to move the language in sections 8, 9, 10 and 11 below from the Student Support Staffing MOU into this article with the modifications highlighted in bold)

9.0 Psychiatric Social Worker (PSW):

a. ~~Schools with an enrollment of 600 or more shall be provided with a centrally District Funded PSW position. LAUSD will provide centrally funded positions to schools at a ratio of 1:400 students.~~

b. Campuses that house multiple schools shall have the student population counted collectively towards the ratio in subsection a above.

b. ~~Beginning July 1, 2025, schools with enrollment of 1,200 students or more shall be provided an additional centrally District funded PSW position (total of 2 FTE).~~

c. PSWs assigned to clinics: The District will provide centrally funded positions to schools at a ratio of 1:20.

d. PSW Program Facilitators: The District will provide centrally funded positions at a ratio of 1:5 clinic PSWs.

d. PSWs assigned to Education Related Intensive Counseling Services (ERICS): The District will provide centrally funded positions at a ratio of 1:25 students.

e. PSWs assigned as Mental Health Consultants: The District will provide centrally funded positions at a ratio of one position for every 20 schools.

f. PSWs assigned to Crisis Counseling and Support: The district will provide centrally funded positions at a ratio of 1:20 PSWs.

9 10.0 Pupil Services and Attendance (PSA) Counselor: Beginning July 1, 2024, the District will allocate a .5 FTE of a PSA to schools with chronic absence rates of 35% or higher. LAUSD shall provide centrally funded PSA positions in the following manner:

- a. At a ratio of 1:400. For schools with less than 400 students, the PSA will work at multiple sites for a total of 400 students
- b. For schools with chronic absence rates of 20% or higher will receive an additional 0.5 full time equivalent position (FTE) will be centrally funded.
- c. 5 PSAs per region to provide services to immigrant students
- d. The District will provide three hundred (300) FTE PSA counselors to serve as Specialized Student Services district-wide.
- e. PSA Counselors will have the option to be on B- or C-Basis, at the discretion of the individual PSA Counselor.

1011.0 Psychologist Services: On July 1, 2025 2024, the base allocation of School Psychologist at schools shall be increased as follows:

a. One (1) centrally-funded School Psychologist at every elementary and secondary school

b. One (1) additional centrally-funded School Psychologist at every secondary school with 1000 or more students

i. Elementary Schools — From .25 to .35 full-time equivalent

ii. Middle Schools — From .4 to .5 full-time equivalent

iii. High Schools — From .5 to .6 full-time equivalent

1112.0 Arts Teachers: Arts teachers will be assigned to schools at a ratio of 1 arts teacher for every 10 homeroom classes in K-12.

1213.0 For all positions for which a class size maximum, caseload maximum, central funding commitment or ratio exists in this contract, post norm day, in those instances in which any of those maximums, ratios or central funding commitments are violated the staff member (s) who take on additional work as a result shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place

1213.0 Campus based student totals for ratio based staffing: For all categories above, campuses that house multiple schools will have their total student population combined for the purposes of determining central allocation of positions based on position to student ratio or total student population counts.

1314.0 Class Size and Staffing Transparency:

- a. The District indicate class size maximums and averages prominently on each class's attendance document or system.
- b. The District will provide UTLA with a monthly class size and staffing report including Region, School Type, Campus, School, Norm Category, Instructional Director, Term, Department, Course #, Course, Course Grade Span, Section Type, Teacher, Period, Section, number of Students and Section Capacity.
- c. The District will notify parents/guardians of any class violations in their student's class.

1415.0 Student Support Staffing Task Force: The District shall create a UTLA-LAUSD Student Support Staffing Task Force. The task force shall include eight (8) UTLA appointees, including at least one (1) school counselor, PSW, PSA, and School Psychologist, and four (4) LAUSD appointees. The task force shall meet no less than six (6) times during each school year to identify best practices and strategies for the recruitment and retention of practitioners, development of recommended student-practitioner ratios, and support for the work of bargaining unit members in these position groups.

8-0-16.0 Class Size Task Force: A Class Size Task Force, comprised of five (5) UTLA appointees and five (5) LAUSD appointees, one (1) parent appointed by UTLA, and one (1) parent appointed by LAUSD, shall be established and maintained. The Task Force shall:

- a. Meet quarterly during District business hours, unless Task Force members mutually agree to schedule additional meetings at other intervals or times. District employees appointed to the Task Force shall be released from their regular employee duties at no loss of salary or benefits.
- b. Receive a monthly report from the District showing K-12 class sizes, including special education caseloads, for all LAUSD K-12 school sites.
- c. Review the monthly reports and identify patterns deserving further attention and analysis.
- d. Review all approved waivers related to class size averages and/or maximums.
- e. Explore options and strategies for reducing class sizes in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions.

f. These subject matters to be discussed by the Task Force may include matters of consultation or permissive bargaining, as well as matters that fall within the scope of mandatory bargaining. However, the Task Force shall not have authority to engage in bargaining, reach agreements or make joint reports/recommendations. Task Force members shall report back to their respective bargaining teams in an advisory capacity.

917.0 The District shall create a program to recruit and retain educators of color that includes partnering with teacher education programs from at least three local universities and/or HBCUs. This shall include an induction/mentoring program to recruit, support and retain educators, counselors and social workers of color. The District shall utilize UTLA bargaining unit members in recruitment efforts.

ARTICLE XXI

ADULT AND CAREER EDUCATION

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

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

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

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

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

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

4.0 Uniform Staffing Procedures for DACE Classroom Teachers

- a. For employees in each Adult School location, assignment to department and classes shall be made pursuant to the following procedure:
1. Prior to the selection of classes, the administrator at each DACE School shall create a tentative matrix of the classes to be offered that will include the course title, hours per week, clock hours, location and any special credentials, and/or necessary qualifications required for each class assignment. If a class is designated by the District to be online or hybrid, that shall also be indicated.
 2. Requests: After the creation and posting of the matrix as required above, Teachers with the specified credentials and required qualifications ("qualified") may make requests using a teacher preference form. Submission of this preference form shall serve as a request for assignment to classes. Teachers on leave who are scheduled to return to service should participate in the selection process.
 3. Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests.
 4. Class assignments shall be combined into positions by the administrator and assigned to current personnel based on the submitted preference forms with the following prioritization:
 - (i) Qualified permanent teachers currently assigned to the school on the basis of DACE start date and educational program needs, based on the teacher's tenure base.
 - (ii) Qualified probationary teachers currently assigned to the school on the basis of DACE start date and educational program needs.
 - (iii) Qualified permanent teachers with active transfer requests on file, or who have been displaced from other DACE locations.
 - (iv) Qualified non-permanent teachers on the basis of longevity, start date with DACE, employment contract obligations, and educational program needs. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. To qualify for a year of longevity service, the individual must have served at

least 380 hours during that school year excluding summer school.

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

4.1 The site principal and UTLA Chapter Chair shall discuss all vacancies that arise after the initial selection process is completed, prioritize employees at the site based on their DACE start date, and make a reasonable effort to equitably distribute assignment hours among all teachers with that credential type.

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 assignments to interested and qualified employees who are tenured at less than thirty hours with additional hours that become available over their tenured hours, up to thirty hours.

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

registration, and orientation classes (STEP classes) shall not be subject to this provision.

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

5.2 Professional Development, Learning Communities/Staff Meetings: To support ongoing collaboration focused on educator growth and instructional practice, employees with weekly assignments of 20 hours or more per week shall be paid one additional hour per week for the purpose of attending weekly professional development and/or staff meeting sessions. Agendas for these activities will be distributed twenty-four hours in advance, and employees shall be permitted to propose agenda items if the activity includes a staff meeting.

5.3 DACE certificated employees shall not be assigned preparation time or break time after 8:00 pm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.2 Part-Time Leave:

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

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

ARTICLE 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 Ed classes will follow the District recognized norm day. No special education classes/programs i.e inclusion programs will be closed after norm day.~~

~~a.b.~~ After norm day of the 2021—2022 school year, the Special Education Division shall provide a monthly class size/caseload/SESAC report to UTLA for bargaining unit positions under the supervision of the Special Education Division. (UTLA proposes to discuss what is to be included in the report and to include a detailed list of the elements of the report in this article)

2.0 If a Special Education class has exceeded the norm cap by two or more students, ~~the teacher may notify the Special Education Administrator. 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 aide(s) to the class.

2.1 ~~—Compensation at \$625 per semester in which the District has exceeded the class size cap by two (2) students for at least one classification period following norm day. Compensation at \$1,250 per semester in which the District has exceeded the class size cap by three (3) or more students for at least one classification period following norm day. Compensation under this section shall not exceed \$1,250 per semester. The affected teacher shall be—~~ In those instances where the caseload/SESAC exceeds the maximum caps dedicated by this article the affected teacher shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place.

- a. All rosters on Welligent and/or MISIS as well as the SESAC shall accurately reflect any adjustments in caseloads and/or class size.

- b. The teacher may file an Informal Conference following the procedure outlined in Article V 7.0.

~~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,~~ Substitute coverage shall be provided for a general education teachers for the duration of an IEP team meetings, including any time outside of their scheduled conference periods.

c. ~~Every effort shall be made to provide~~ Substitute coverage shall be provided for RSTs for the duration of the IEP team meetings.

d. Release time will be provided for Itinerants, for whom there are no available substitutes.

5.0 Special Education Facilities: When locating and utilizing classrooms and facilities for Special Education, the District shall make a reasonable effort to integrate students with disabilities in the general education program.

6.0 Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDP teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies.

~~7.0 In the event of an unforeseen emergency impacting another special education instructional program, whenever possible, the administrator will consult the affected teacher at least twenty-four (24) hours before temporarily reassigning a paraprofessional from an assigned classroom. The District shall make every effort to minimize the temporary reassignment of paraprofessionals from a classroom/program. The temporary reassignment of paraprofessionals shall be non-recurring in nature whenever possible prioritizing student need. Any temporary reassignment of paraprofessionals must be discussed with the affected teacher at least twenty-four (24) hours prior. A contingency plan must be provided to minimize the impact to the program.~~

7.1 ~~All efforts shall be made to ensure that~~ Special Day Programs, including curriculum based programs, shall have a minimum of one (1) paraprofessional during the instructional day without encroachment, with the

exception of programs who primarily service students with autism and emotional disability or alternate curriculum based programs, disturbance who shall have two (2) paraprofessionals. These minimums apply to Special Day Programs at Early Education Centers, Virtual Academy programs, Special Education Centers and Career and Transition Centers.

8.0 Restructuring of Special Education Delivery Services: The District and UTLA will continue discussions on the goal of restructuring the instructional delivery service model for students with disabilities which shall include the composition of Special Education Classes, continuum of services, materials/resources and training needed to implement such a model.

UTLA shall have the option to reopen negotiations on the topic of this restructuring during the term of this successor agreement upon notice from the District to pilot a new instructional delivery model. The District anticipates piloting a new instructional delivery model during the life of this Agreement.

9.0 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation.

10.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.

11.0 Special Education Policies and Procedures Manual Resources Notebook: Special Education Department chairs shall be provided a link to the electronic Special Education Policies and Procedures Manual resource notebook containing all pertinent Division bulletins.

12.0 Increased Special Education Funding: The Parties will work collaboratively to accomplish the purpose of increased funding for special education students.

13.0 Workload/Caseload Committee for 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) 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 itinerant caseloads and workloads 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 of direct vs. indirect services for students.

a. Assignments and consideration for distance between schools and/or home, driving time, breaks, and the needs of the school community.

b. 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.c. Input for revising the evaluation system to better reflect the standards of the respective professions.

d. Input and collaboration on Professional Development for all members at schools with Inclusion Teachers focusing on collaboration, expectations and understanding of roles.

e. The Taskforce will review caseload composition of itinerant personnel including student needs, age groupings and program structure.

f. Other issues that uniquely affect Inclusion Facilitators.

The Task Force members shall not have authority to engage in bargaining, or in agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams.

14.0 Assessment: Upon request, special education teachers shall be given up to three (3) full release day per year, at no loss of pay, to complete a federally mandated assessment for students in their class/caseload.

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

14.3

15.0 Special Education Class Size and Designated Instructional Services Caseloads

<u>Type of Special Day Class</u>	<u>Class Size</u>
Autism – General Education Curriculum (AUT C)	10 (9 beginning July 1, 2024)

Autism – Alternate Curriculum (AUT A)	6
Deaf <u>Education</u> / Hard of Hearing	6 (thru 8 years) 8 (9 years and up)
Visually Impaired (VI)	6 (thru 8 years) 8 (9 years and up)
Preschool for All Learners (PALs)*	10
Preschool Collaborative Classroom (PCC) Early Education Center*s	10
Preschool Collaborative Class with Universal Transitional Kindergarten (UTK/PCC)*	8
Preschool Comprehensive Program (PSC)*	8
Emotional Disturbance (ED)	8
Intellectual Disability Moderate (IDM)	12 <u>9</u>
Intellectual Disability Severe (IDS)	10 <u>6</u>
Multiple Disabilities (MD) <u>Multiple Disabilities/Orthopedic (MDO)</u>	8
Specific Learning Disability (SLD)	12

<u>Designated Instruction and Services</u>	<u>Caseload</u>
Adaptive PE**	60 <u>40 students in Early Education programs*</u> <u>55 students in all other programs</u>
Audiology	80 students
Deaf <u>Education</u> / Hard of Hearing	<u>35</u> students or 10 service hours per week
Language/Speech**	55 <u>40 students in Early Education programs*</u> <u>50 students in all other programs</u>
Orientation and Mobility	15 students
Visually Impaired	30 students
<u>Resource Specialist Teacher</u>	<u>28 Students</u>
<u>Recreational Therapy (RT)</u>	<u>30</u>

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

<u>Program</u>	<u>Class Size</u>
<u>Core Curriculum</u>	<u>12</u>
<u>Alternate Curriculum</u>	<u>9-6</u>

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

(b) Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year.

(c) For designated instruction and 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 Associate Superintendent for Special Education or the Executive Director for Student Health and Human Services.

15.1 The above class sizes and caseloads apply to all Special Education Programs including all Early Education Centers, Virtual Academy programs, Special Education Centers and Career and Transition Centers.

15.2 Caseloads are inclusive of non-public schools and charter school students.

15.3 Caseloads outlined in 15.0 are inclusive of all students served across all assigned schools and school codes.

15.4 All early education special education programs will mirror the state student to adult ratio of early education general education programs unless the state ratio is higher than the ratio outlined in 15.0.

15.5 Class size and caseload caps will be noted in Welligent and all digital and printed class rosters.

15.6 Special Education classes shall be limited to two grade levels.

15.7 The parties agree to continue discussions on Special Education Class Size and Caseloads in conjunction with the anticipated restructuring of Special Education Services pursuant to Article XXII, Section 8.0.

*Refers to Early Education programs outlined in 15.0

**In the case where a caseload is a combination of Early Education programs and all others, the students in Early Education programs will count as 1.375 towards the higher caseload. For SLPs who work with students on permanent or temporary status for an Alternative Augmentative Communication (AAC) device shall count as 1.375 towards the caseload.

16.0 Illness, Personal Necessity, Kin Care and Long-Term Substitute Coverage for Designated Instruction and Service Providers: In cases where substitute coverage is not available or provided for DIS Providers, the district will:

- a. Arrange for students to receive services by an Itinerant provider or
- b. Upon return, offer the opportunity to provide services outside school hours, compensated at hourly rate.

17.0 Specialized and Targeted Support:

- a. In cases where a student with a Behavior Support Plan participates in inclusion, mainstreaming or any other program in which the student is in a general class setting, the District will provide two (2) hours total for the review, collaboration and preparation of the Behavior Support Plan.
- b. In an effort to increase parent participation and access, the District will hold parent meetings and trainings based on school feeder patterns.

~~16.0~~ 18.0 The District will implement a Special Education Educator Recruitment Workgroup comprised of up to five (5) members appointed by the District, and up to five (5) members of the UTLA bargaining unit, appointed by United Teachers Los Angeles. The recruitment and retention workgroup shall meet six (6) times per year – outside of daily' onsite obligations - to provide recommendations. UTLA 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.

19.0 The parties are in discussions regarding program restructuring. The union reserves the right to bring this and related issues forward in these negotiations at a later date.

ARTICLE XXII-A: SPECIAL EDUCATION INCLUSION PROGRAMS

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:

1.0 Beginning in the Fall of 2025, in preparation for the 2026-2027 school year, all schools will submit an annual LRE Action Plan through the School Plan for Student Achievement (SPSA) platform. The District will provide support for the initial LRE Action Plan development and require sufficient time for development of a school vision, planning, collection of data, and the organizing of buy-in from all interest holders

- a. School created LRE Action Plans will be preserved and maintained, and not subject to contraction or mid-year reduction as a result of lower than projected enrollment. Upon request by UTLA, the District will provide a copy of requested LRE Action Plans
- b. Upon request, schools who wish to revisit the implementation of an LRE Action Plan, will be allowed to do so. For schools who make such a request, the district will provide up to three release days for all members of the Inclusion Steering Committee to revisit and update their current LRE Action Plan.
- c. Schools wishing to explore expanded inclusion will be required to utilize the upcoming school year as a planning year.

1.0 Program Structure: No special education teachers shall be displaced after the beginning of a school year at a school that is implementing or has implemented an expanded inclusion program all school staffing allocations are subject to norming procedures in accordance with Articles XVIII and XXII of the parties' collective bargaining agreement.

- a. Schools will be required to on a yearly basis write and submit a LRE Action Plan. and shall include the following:
- i. Vision Statement which identifies the Inclusion model of choice and defines roles and responsibilities of implementation.
 - ii. Verification of interest holder meetings
 - iii. Facilities capacity assessment form
 - iv. Projected enrollment
 - v. Description of instructional program
 - vi. Description of plan for Matrix development that includes structural collaboration and planning time, within the contractual workday, for each special education teacher and each general education teacher with whom they co-teach.
 - vii. Ensure an equitable distribution of students with IEPs across all content areas.
 - viii. Ensure that inclusion classes have equitable staffing and support for the students with IEPs in those classes.
 - ix. The date, time, and setting of formal observations conducted as part of the teacher evaluation process, for special education teachers participating in an expanded inclusion program, shall be unilaterally determined by the teacher. The observation will only be reflective of the specific teacher being observed.
- b. The caseload size maximum for all special education teachers at expanded inclusion schools shall adhere to the class size caps and designated instruction service caseloads outlined in 15.0.
- c. General education classes shall be consistent with the provisions of the UTLA-LAUSD collective bargaining agreement Article XVIII, with special education students participating in each class as part of the expanded inclusion program counted as part of the contractual class size maximum.
- d. The District shall provide a Special Education Coordinator (distinct from Intervention Coordinator) and Special Education Clerk to all schools implementing an inclusion program educational model.
- e. In order to help schools develop and update their LRE Action Plan, the District shall provide materials and resources based on research, pedagogical theories, and best practices for expanded or full inclusion at each of the schools offering an inclusion program.
- f. Beginning July 1, 2025, all schools currently participating in an expanded inclusion educational program shall be required to submit or resubmit an Inclusion Implementation Plan to the LAUSD Special Education Division.
- g. Each school in an inclusion programs shall provide a written description of the program to all parents and staff at the school within 10 workdays of the beginning of each school year.

- h. Region offices shall be required to facilitate no less than one meeting per semester between an administrator and the special education teachers from each participating school and an administrator and the special education teachers at each feeder school to ensure the programs offered under the Free and Appropriate Public Education (FAPE) are consistent and meet the XIV 24.0 c1 needs of the students transitioning between schools.
- i. Each school implementing an inclusion program shall have an Lead Inclusion teacher. The Lead Inclusion teacher will receive a stipend of \$1800 and will be paid in two payments, one per semester. The Lead Inclusion teacher will observe the six hour onsite obligation.
- j. Each school with an expanded inclusion program shall be required to create and maintain a site-based steering committee comprised of the Lead Inclusion teacher, at least one special education teacher participating in the expanded inclusion program, one general education teacher participating in the expanded inclusion program as well as a parent with a student with an IEP. In the case where a parent of a student with an IEP is not available, a parent whose child is in part of an inclusion class shall be allowed to serve. The committee will also include the special education coordinator and an administrator. The District and UTLA will collaborate to provide training for teams in how to develop these plans. The committee shall meet no less than four times a year to discuss and monitor the following:
 - i. Accommodations and modifications written in the IEP
 - ii. Appropriate classroom space for all roster carrying co-teachers
 - iii. Compliance with the provision that all special education teachers have a weekly planning period with each general education teacher they co-teach with and a conference period to facilitate IEP compliance
 - iv. Sharing of responsibilities and duties between co-teaching general education and special education teachers, as well as the paraprofessionals they work with, including, but not limited to:
 - a. Roster configuration (i.e. shared rosters)
 - b. Access to workspace within shared classrooms
 - c. Roles of paraprofessionals, including ongoing training
 - d. Address any other concerns that arise from shared responsibilities

2.0 Professional Development and Planning

- a. Special education teachers and general education teachers participating in expanded inclusion programs shall be provided two paid release days per semester for related professional development.
- b. Special education teachers and general education teachers at schools implementing an expanded inclusion program for the

upcoming school year shall be provided two paid release days for related professional development in the planning year.

- c. All staff required to attend professional development related to an expanded inclusion program outside of the contractual workday shall be compensated at their hourly rate.
- d. The District shall provide up to three (3) planning hours per week for special education teachers implementing the initiative, and up to one (1) planning hour per week for each of the general education teachers with whom they collaborate. Options for implementation will be at the discretion of the impacted teachers and may include: time embedded in the contractual work day, time paid for at the employee's hourly rate outside of the contractual work day, or substitute coverage.

3.0 Upholding the Integrity of the IEP Process

- a. Parents shall be notified of the difference between an inclusion model and self-contained model in their home language in all IEP meetings. This may be done through information distributed in the top ten (10) languages in LAUSD based on enrollment, which may include videos, brochures or informational meetings in targeted languages.
- b. The district will ensure all schools participating in Inclusive Practices will provide opportunities for general and special educators shall be provided opportunities to discuss IEP goals and progress prior to IEP meetings.
- c. Teachers will receive substitute coverage to attend IEPs in accordance with Article XXII, Section 4.0
- d. Substitute coverage shall be provided for both general education and special education teachers for IEPs not held during conference periods.

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

- a. All special education teachers are to maintain a classroom of their own.
- b. When discussing placement, the District will inform the parent/guardian or student of the placements that meet the needs of the student according to the IEP team decision.
- c. FAPE must accurately reflect the setting and placement. Any changes on the offer of FAPE must follow the guidelines outlined in the Individuals with Disabilities Education Act (IDEA).

- d. Inclusion schools reserve the right to offer the SDP setting to meet the needs of students and the programs will be made available as determined per the offer of FAPE.
- e. Student placement shall not be solely determined by programs offered at the local district resident school.

Memorandum of Understanding

Los Angeles Unified School District and United Teachers Los Angeles

Restructuring Service Delivery - Special Day Programs

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

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

- a. Research program options for students with disabilities within comparable school districts.
- b. Provide input regarding information for IEP teams regarding curriculum-based Special Day Programs.
- c. Feedback Input regarding professional development for teachers including strategies for serving student instructional and behavior needs, curricular support and accommodations.
- d. Provide input regarding parent workshops within regional areas with information regarding service delivery and program support.
- e. UTLA and LAUSD will jointly create a Survey for staff and families to assess program implementation and needs.
- f. Feedback Input regarding maintenance efforts and ongoing support facilitated by the Division of Special Education.
- g. Jointly develop language to be shared to parents/guardians and/or students during IEPs that describe any changes in setting, description of placement and the full continuum of services.
- h. Any other issues that arise in curriculum based programs and schools.

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

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

<u>Program</u>	<u>Class Size</u>
<u>Core Curriculum</u>	<u>12</u>
<u>Alternate Curriculum</u>	<u>9 6</u>

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

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

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

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

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

This MOU is non-precedent setting and will remain in effect for the duration of the parties' 2025-2028 LAUSD/UTLA Collective Bargaining Agreement.

UTLA

DATE

LAUSD

DATE

ARTICLE XXIII

EARLY EDUCATION PROGRAMS ~~CENTERS~~

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

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

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

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

5.0 Additional Hours of Work:

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

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

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

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

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

7.0 Vacation Scheduling: See Article XVII Holidays and Vacation.

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

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

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

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

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

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

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

not to exceed the maximum rate which would otherwise have been paid to a day-to-day substitute.

e. The additional students and time shall be recorded to the nearest (.1) of an hour upon conclusion of each affected work shift and such time accumulated during any given pay period shall be reported to the Payroll Services Branch for payment during the next pay period. Additional compensation representing less than .1 of a full hour of compensation will not be reported to the Payroll Services Branch.

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

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

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

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

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

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

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

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

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

ARTICLE XXIII-A: CALIFORNIA STATE PRESCHOOL (CSPP)

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

2.0 CSPP Educators will have the option to begin up to four (4) days prior to the first day of school. These days may be utilized for student and parent orientation, assistance and completion of Family Language Survey interviews, community outreach and enrollment efforts. CSPP educators who choose to participate will be paid their regular hourly rate.

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

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

ARTICLE XXIV

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

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

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

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

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

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

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

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

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

2.0 Student Suspensions: In addition to offering student supports such as counseling, parent conferences, conflict mediation support and/or office referrals for school wide positive behavior interventions and supports, the teacher may suspend a student from the teacher's class for that day and the following day for any of the causes in accordance with California Education Code 48900.

However, this is not to suggest that teacher-imposed suspensions from class are to be the primary, or even typical, remedy for such offenses.

California Education Code 48900

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

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

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

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

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

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

3.0 Legal Assistance and Support: If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, the District shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. The Board of Education may, in its discretion under Government Code Section 825, indemnify the employee against punitive or exemplary damages.

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

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

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

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

- a. The District shall pay the cost of replacing or repairing:

- (1) An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or
- (2) The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used in the schools or offices, when approval for such use was given by the site administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or
- (3) The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other District premises or the site of authorized District activities; or
- (4) The damage to an employee's automobile caused by students being transported by the employee on authorized school business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.7 Reasonable Intervention: Per California Education Code Section 49001(a), educators may use an amount of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous

objects within the control of the pupil. Such reasonable force shall not result in disciplinary action.

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

5.9 Responding to School-Based Traumatic Event:

- a. Defining a Traumatic School Event: A traumatic school event is an incident impacting a significant portion of the school community, necessitating additional LAUSD support. This includes, but is not limited to:
- i. Lockdown
 - ii. Act of hate speech, as legally defined by California State Law and the California Education Code
 - iii. Violent altercation involving multiple interest holders
 - iv. Death of a student or staff member
 - v. Off-campus violence involving school community members
 - vi. Acute environmental event

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

- b. Response to a Traumatic School Event: Following a traumatic school event, LAUSD will:
1. Hold a meeting as soon as possible, but no longer than 48 hours after the incident, for parents and staff to process the event.
 2. Provide alternative curriculum at teachers' discretion.
 3. Issue faculty-wide correspondence within one working day, including:
 - Mental health resources and access information.
 - Alternative curriculum options.
 - A brief description of the event
 - Available personal necessity leave options
 4. Every effort shall be made to hold all mental health professionals at the site harmless from displacement for the year following a traumatic school event that involves the death of a student or staff member.

- c. School Safety and Support Oversight Committee: A Safety and Support Oversight Committee shall be comprised of one LAUSD-appointed representative per region and an equal number of UTLA-appointed representatives. The committee shall meet at least four times a year and its responsibilities will include evaluating school responses to traumatic events, offer guidance/support for future incidents and determining if a disputed event qualifies as a "traumatic event". The Committee shall

report back to the LAUSD Board of Education annually.

ARTICLE XXV

ACADEMIC FREEDOM AND RESPONSIBILITY

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

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

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

~~4.1~~1.2 Guest Speakers: Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than 48 hours prior to the proposed appearance. The administrator shall as soon as possible, and no later than 24 hours prior to the proposed appearance, approve or disapprove the guest speaker, after considering the following factors:

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

~~4.2~~1.3 Appeal Procedure: If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to the site administrator by a student, parent, administrator or other person, the teacher shall

be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and the site administrator. If the lesson content or speaker is disapproved or restricted by the site administrator or other District administrator, the reason(s) therefore shall, upon verbal request, promptly be provided to the teacher in writing.

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

4.3 1.4 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article X, Evaluation and Discipline.

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

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

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

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

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

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

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

Ethnic Studies is an interdisciplinary and comparative study of the social, cultural, artistic, political, historical, and economic expression and experience of race and ethnicity that primarily centers the studies of American Indians/Native Americans, Asian Americans & Pacific Islanders, Black/African Americans, and 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, support and curriculum in order to successfully implement Ethnic Studies and culturally and linguistically responsive pedagogy.~~ Teachers shall be supported and provided with ongoing resources, professional development opportunities, and curriculum to successfully implement Ethnic Studies and culturally and linguistically responsive pedagogy. Implementation of Ethnic Studies in elementary grade levels should be consistent with state-mandated Ethnic Studies policies and in accordance with LAUSD Ethnic Studies resolution. The LAUSD-UTLA Ethnic Studies Committee (Article XXV-A, Section 4.0) may provide input regarding these resources.

5.0 Implementation of Curriculum and Learning Management Platforms and Assessment Tools: Prior to the implementation of district imposed curriculum and platforms (ex. Schoology) that are not state adopted, the district shall notify UTLA and collect input from a group of educators selected by UTLA.

Upon request, the District will meet and confer with UTLA regarding the training, content, and implementation of any new curriculum, platforms, and assessment tools including the transition plans from previous to newly adopted curriculum/platforms.

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

ARTICLE XXV-B

BLACK STUDENT ACHIEVEMENT PLAN (BSAP)

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

BLACK STUDENT ACHIEVEMENT PLAN (BSAP)

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

2.0 A Black Student Achieve Plan Steering Committee (BSAPSC) shall be maintained to support the implementation, expansion, and maintenance of the Black Student Achievement Program (BSAP):

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

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

- b. The 14 member BSAPSC shall be co-chaired by one appointee from the District and one appointee from UTLA. The co-chairs, with the support of staff, shall set the schedule of meetings, agendas, etc.
- c. In making its recommendations, the BSAPSC will make every effort to strive for consensus. In cases where that is not possible, recommendations will be made by majority vote of the fourteen (14) voting members.
- d. The BSAPSC will make recommendations on collection of data to be used for measuring outcomes of BSAP students and successful implementation of the District BSAP.

- e. The BSAPSC will recommend culturally relevant trainings and professional development for BSAP team members and schools.
- f. The BSAPSC will be responsible for approving vendors hired to carry out programs in support of the BSAP program
- f.g No provision of this article shall be interpreted to discourage or inhibit parents, students, community members, or community organizations from actively advocating in support of effective implementation, expansion, and maintenance of the Black Student Achievement Plan.

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

4.0 BSAP Group 1 schools shall receive a flexible grant, which shall vary based on the number of eligible students and may be used to purchase culturally responsive resources including but not limited to:

1. Culturally Responsive School PD-Curriculum Audit
2. Culturally Responsive Curriculum Grant
3. Teacher PD Time and Planning Time
4. Community Partnerships
5. Teacher Residency-Black Educator Pipeline
6. Secondary African-American Studies Course- teacher PD and Resources
7. Flexible School Grant
8. 6-hour Community Representative
9. School Counselors
10. PSW
11. PSA
12. School Psychologist
13. Restorative Justice Teacher
14. School Climate Advocates
15. Safe passages partnerships
16. Parent Workshops and Community Fair
17. Historically black Colleges and Universities Tour
18. Spotify Math and Music Technology and Teaching PD
19. Black Cultural Arts Passport
20. Black Student Union Grant
21. STEM Makerspace Labs

5.0 Each Group 1 BSAP school shall be allocated a centrally funded "BSAP Team" consisting of one (1) Pupil Services and Attendance Counselor (PSA), one (1) Psychiatric Social Worker (PSW), one (1) School Counselor and one (1)

Restorative Justice Teacher. These positions are funded through centrally-allocated District BSAP funds and are provided to all BSAP schools in addition to any positions outlined in Article XVIII of this Agreement or the Student Support Staffing MOU.

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

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

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

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

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

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

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

ARTICLE XXV-C

COMMUNITY SCHOOLS

1.0 A Community Schools Steering Committee (CSSC) shall be maintained to support implementation, expansion, and maintenance of the Community Schools program. The Community Schools Steering Committee (CSSC) shall further work to expand the number of Community Schools in the District and the CSSC shall determine a process and timeline by which schools apply to begin the Community Schools Transformational Process. The CSSC shall be composed of sixteen (16) members, with eight (8) appointed by UTLA and eight (8) appointed by the District, and shall be co-chaired by one appointee from each entity. By June 30, 2025, the CSSC shall produce an assessment of the Community Schools transformation process at district Community Schools and provide recommendations. The CSSC will receive collaborative support from the Community Schools Initiative Director, the LAUSD and UTLA Coaches, and from UNITE-LA.

2.0 Community Schools Additional Certificated FTE: Schools designated by the District in conjunction with the Community Schools Steering Committee as Community Schools shall be provided an additional certificated FTE (e.g., Community School Coordinator) in support of students.

3.0 Appropriate Workspace: In accordance with Article XXXI, Section 2.0 of this agreement, Community School Coordinators shall be provided an appropriate workspace which shall be private and confidential when necessitated by the nature of the work.

4.0 In addition to the positions identified in Article XXVII, Shared Decision Making, the Community School Coordinator and Community School Parent Rep shall be members of the LSLC (or equivalent thereof)

~~4.0~~ 5.0 In addition to the functions and responsibilities listed in Article XXVII, Section 2.4, the LSLC (or equivalent thereof) at each Community School shall have decision making purview over the following matters:

- a. All site-based professional development, including all banked time PD referenced in Article IX - B Section 2.0, and all professional development scheduled after school. The only professional development that cannot be determined by LSLC is that which is mandated by the state or federal government.

(Note: The parties are in dispute over the interpretation of the current contract language in subsection a. above. UTLA maintains its position that the current language applies to all professional development but in recognition of the dispute, proposes the above alternate language for clarity).

- b. School-based implementation of initiatives or programs mandated by the local, state, or federal government, including but not limited to Breakfast in the Classroom and periodic assessments.
- c. Course electives and program options (e.g. Visual and Performing Arts, Ethnic Studies and double periods for specific subjects).
- d. All school based budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council.

In making determinations in the matters listed above, the Local School Leadership Council operates within the same set of powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion in the above areas may be imposed only by action of the Board of Education. In addition, all determinations shall be consistent with applicable laws, regulations, and collective bargaining agreements. Councils in Alternative

Schools shall have the scope of their decision-making determined by the Board policy applicable to their special programs rather than being limited to the above five subject matters. The focus of local council activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans.

5.06.0 Charter Co-Location: In accordance with Article XIX, Section 8.0, schools designated by the District as Community Schools shall be provided, to the extent allowable by law, additional consideration when determining Proposition 39 colocation offers. This provision shall not be subject to the grievance process of Article V. The District shall avoid prop 39 co-locations that are on school sites with Community Schools.

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

7.0 The District shall establish and maintain a total of four District-wide LAUSD Community School Coach positions to support the implementation of Community Schools. The LAUSD Community Schools Coach position shall be part of the bargaining unit represented by United Teachers Los Angeles and be selected by a joint committee equally comprised of LAUSD and UTLA appointed members. The LAUSD Community Schools Coach positions shall work on A-Basis.

8.0 The Community Schools model will **be supported and** expanded in accordance with the following:

- A. Effective July 1, **2023 2025**, all schools selected to participate in the Community Schools Transformation Process shall receive ~~\$250,000~~ **\$300,000** allocation from LAUSD for their first year of implementation.
- B. Effective July 1, **2023 2025**, Community Schools shall receive an annual allocation of ~~\$250,000~~ **\$300,000**.
- C. ~~Each Community School shall use part of their centrally allocated funds to purchase a full time Community School Coordinator. The District will centrally fund the Community School Coordinator and Community~~

School Parent Representative positions, separate from the annual \$300,000 allocation.

- D. Community School Coordinators shall work on B-Basis
- E. Community School Coordinators shall be selected by the school and shall have return rights to their previous assignment and worksite in accordance with Article XI, Section 12.0 (Transfers)
- F. Community Schools Coordinators shall not be assigned other duties to an extent that such assignment negatively impacts the employee's ability to effectively execute the duties of the position.
- G. LAUSD and UTLA will collaborate in the development and delivery of four trainings each year for Community Schools Coordinators, Chapter Chairs, Principals, and Parent Reps. The trainings will be mandatory and provided through a LAUSD paid full day release. The trainings schedule and content shall be as follows:
 - a. August / September: Community School Program and Roles / LSLC Priority Development
 - b. October / November: Budget
 - c. February: Parent and Community Engagement
 - d. May: Review of all interest holder data to plan for the August LSLC priority training.
- H. After one year of the implementation of this agreement and upon the request of either party the parties will begin discussions of expanding the number of participating schools further beyond the current number of 70.
- I. The parties will work together to advocate for continued and additional state funding for the community schools program.

ARTICLE XXVII

SHARED DECISION MAKING

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

2.0 Shared Decision Making--Local School Leadership Councils

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

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

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

ARTICLE XXVII - SHARED DECISION MAKING

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

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

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

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

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

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

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

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:

-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.~~ 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.~~
All site-based professional development, including all banked time PD referenced

in Article IX - B Section 2.0, and all professional development scheduled after school. The only professional development that cannot be determined by LSLC is that which is mandated by the state or federal government.

- (2) Student behavior, support and accountability (previously referred to as discipline) discipline guidelines and code of student conduct
- (3) Schedule of school activities and events, and special schedules (e.g., final exam schedules and schedules designed to accommodate additional preparation time for elementary teachers). For purposes of this paragraph, "schedule" shall include, but not be limited to, a determination by the Council of what activities shall take place. The Council shall not have authority over the scheduling of school activities and events mandated by the Board of Education.
- (4) Guidelines for use of school equipment, including the copy machine
- (5) School-based implementation of initiatives or programs mandated by the local, state, or federal government, including but not limited to Breakfast in the Classroom and periodic assessments.
- (6) Course electives and program options (e.g. Visual and Performing Arts, Ethnic Studies and double periods for specific subjects).
- (7) All school based budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council. To further the implementation of decisions in this area, the Principal will provide the LSLC with monthly budget reports.
- (8) Whether the school should have a safe passage program. If such a determination is made, then the safe passage program will be centrally funded.
- (5) — The following local budgetary matters:
 - (a) — ~~Instructional Material Account, Object Code 4310 of Program Code 3027 (previously carried under Account 4170); (Object Code 4310 accounts used within Program Code other than 3027 are not included; also, in the event that a Principal transfer funds into account 4310/3027 from a Program Code or Object code outside of~~

~~the scope of the previous account 4170 per such transferred funds are not included)~~

~~(b) Lottery Funds, account 5381~~

~~(c) School-Determined Needs, account 3986~~

~~(d) State Textbook and Related Material, accounts 4111, 4152 and 4267~~

~~(e) Year-Round School Incentive Discretionary Funds~~

~~(f) Student Integration Program Discretionary Funds~~

~~(g) Instructional Material — Special Education Schools Account 2544 (for Special Education School Councils only)~~

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

In making determinations in the matters listed above, the local school leadership council operates within the same set of powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion in the above areas may be imposed only by action of the Board of Education. In addition, all determinations shall be consistent with applicable laws, regulations, and collective bargaining agreements. Councils in Alternative Schools shall have the scope of their decision-making determined by the Board policy applicable to their special programs rather than being limited to the above five subject matters.

The focus of local council activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans. The local council shall not be obliged to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily.

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

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

2.5 Decisions: The attainment of consensus whenever possible shall be a primary goal. Both parties recognize that decisions made by consensus

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

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

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

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

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

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

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

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

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

2.82.9 Election Procedures for Employee Representatives:

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

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

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

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

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

- (1) Such a decision could be made only upon affirmative recommendation of the School Leadership Council and approval of the Principal and the UTLA Chapter Chairperson.
- (2) In order to achieve staggered terms, a plan may include a phase-in period whereby some positions are initially one year and others are two-years.

- (3) Procedures for implementation must be reduced to writing and published prior to any new elections, and a copy retained for public information in the school office.
- (4) Any elected members must be able to complete their full term of office.
- (5) Schools must at all times comply with the guarantees of the minimum number of parents as per Section 2.9e, below.

2.9 3.0 Election 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;

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.

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 Prop 39 co-location coordinator. Annually, UTLA shall provide to each site administrator the name of the UTLA co-location coordinator. A UTLA co-location coordinator shall be invited and allowed to participate in all co-location related trainings provided to co-location administrators, including the ECAR process.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XXXI

WORKING CONDITIONS

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

2.0 Workspace: Each bargaining unit member including itinerants ~~bargaining unit member~~ shall be assigned an appropriate workspace at school sites to meet the requirements of the assignment, including but not limited to room and restroom keys and parking keys, a workstation, access to copiers, updated computers or a laptop along with internet access, secure storage space and necessary assessment materials. For Counselors, PSAs, PSWs, Community School Coordinators, School Nurses, Speech-Language Pathologists, and School Psychologists, this workspace shall be private and confidential ~~when necessitated by the nature of the work~~. The site administrator shall identify and assign a workspace for the semester for each itinerant employee and publish that location in a manner accessible to all employees. If a workspace becomes unavailable during the semester, the itinerant employee shall be notified no less than 24 hours in advance except in unforeseen circumstances, and be provided an alternative workspace. If a concern arises over itinerant assigned space, the Chapter Chair, impacted itinerant bargaining unit member, and Principal shall meet to determine a solution. If there is no agreement a recommendation may be brought to the LSLC for discussion. If a resolution cannot be determined at the school site, the District shall also provide an appeal process at the local district level to resolve any on-going disputes.

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

3.0 Access to School Facilities: Employees shall have equal access to all telephones, restrooms, lounges and lunch areas with the

understanding that such access rights must be exercised in a reasonable manner. Employees shall also have equal access to on-site parking spaces, except that parking spaces are to be reserved as follows:

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

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

- a. Every bathroom will be stocked with toilet paper, soap, paper towels, seat covers, a trash receptacle, and menstrual products. When applicable, diaper receptacles will be available. All student bathrooms shall meet ADA standards. In instances when school bathrooms are inaccessible, the District will provide trailer bathrooms. The site administrator shall be responsible for ensuring school facilities are clean and in good repair, as outlined in BUL-735.1: Policy on Restroom Access, Cleanliness and Repair.
- b. The District shall provide a written explanation to all employees and families when a reported case of vermin infestation cannot be mitigated within 1 week of the report.

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

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

- a. District wifi networks available at school and in the surrounding community
- b. District-issued laptop computers for all educators (including substitute employees and itinerant employees)
- c. Annual allocation of \$25 per student for each school to purchase necessary technology
- d. Online testing resources for School Psychologists
- e. Online access to student cumulative files ("cums")

- f. Augmentative/alternative communication devices and apps for speech therapists and other specialists who require these devices

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

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

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

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

8.0 Carlson Home and Hospital Educators

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

- a. A safety plan for educators when they are working in a student's home or at a hospital. This should include what to do when educators encounter harassment and/or feel physically threatened in any environment during their work hours.
- b. A plan for educators to have access to school sites and/or District facilities near the homes or hospitals where they provide service.
- c. The process for addressing issues with mileage reimbursement including a timeline for receiving reimbursement and process for correcting incorrect reimbursements.
- d. Locations for faculty meetings and options for zoom when members are working in locations far from a welcome center.

- e. Procedures for reporting when members do not receive the minimum student assignment at any point in the school year.
- f. UTLA should be notified of any proposed changes or updates to the handbook of policies and procedures prior to a new or revised handbook being shared. It is understood LAUSD and UTLA will collaborate on changes and updates.

ARTICLE XXXII

TERM OF AGREEMENT

1.0 This Agreement shall be for a term of ~~three (3)~~ two (2) years (20225 through 20257). It shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 20257 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice.

2.0 Negotiations During Life of Agreement. The District and UTLA agree to establish a Joint Committee for identifying items that, after initial discussions, the parties decide are appropriate for negotiations or consultation during the life of this Agreement.

2.1 The primary purpose of this Joint Committee shall be to resolve problems that may arise from time to time over administration of the current contract and/or other issues which the parties agree should be addressed and resolved during the term of this Agreement.

2.2 The Joint Committee shall be composed of eight (8) members, half (4) appointed by the Superintendent and half (4) appointed by the UTLA President. Additional "experts" may be invited by either party to attend meetings as dictated by need and subject matter.

2.3 The Joint Committee shall participate in joint training(s) designed to familiarize and equip the parties with skills to enable them to engage in effective problem-solving. Such skills may include interest-based problem solving, collaborative decision making and effective communication techniques. The initial training session shall include Joint Committee appointees, the Superintendent, UTLA President, senior-level District staff from the Office of the

Superintendent and other UTLA officers and staff, as deemed appropriate by the parties.

2.4 All Joint Committee training and meetings shall be facilitated by a neutral facilitator chosen by the parties.

2.5 The Joint Committee shall issue quarterly written reports. These reports shall summarize the issues addressed by the Joint Committee each quarter and the resolution thereof, if any. The reports shall be posted on the LAUSD's and UTLA's websites and may also be distributed via other means as determined by each party. There shall also be public meetings at which the Joint Committee and the neutral facilitator will report on the work of the Joint Committee to the Superintendent and his cabinet, a member or members of the Board of Education and the UTLA President and other officers. The public meetings shall occur at least twice, but not more than four (4) times per year. The parties may agree to coordinate the reporting and presentation provisions of this section with those of the Compensation Study/Budget Committee.

2.6 The Committee shall be authorized to reach agreements on memoranda of understanding (MOUs), sideletters of agreement, and tentative agreements to amend the negotiated collective bargaining Agreement ("Agreement").

a. The Committee shall, as soon as possible, determine if an issue or subject matter to be discussed or already under discussion would, upon resolution, require an amendment to the Agreement.

b. If either party believes in good faith that an amendment to the Agreement is required or appropriate, the issue or subject matter shall be submitted to the District for public notice ("sunshining") pursuant to the EERA and District procedures, subject to 6(c) below.

c. Upon ratification of this article, the District shall immediately pursue modification to its public notice procedures whereby issues and subjects arising out of Committee discussions can be "sunshined" as quickly as possible while still complying with the EERA. By way of example only, such procedures could be modified to allow the District and UTLA to jointly submit an issue, interest or subject matter to the Board at one meeting, and have the "sunshine" process completed at the subsequent meeting.

2.7 The Joint Committee shall not be authorized to discuss or enter into agreements concerning Health and Welfare and compensation.

2.8 The parties agree that this section (2.0 through and including 2.8) shall terminate automatically as of June 30, 2022, unless the parties expressly agree in writing to renew it through successor negotiations.

3.0 Negotiations for Successor Agreement: Negotiations for a successor agreement shall commence at the request of either party at any time after ~~April 1, 2022.~~ January 1, 2027.

4.0 Pre-July 1 Changes: The District and UTLA are aware of the individual employee annual contract year which begins on July 1 and ends on June 30 of each year, pursuant to the Education Code and applicable case law. It is the intention of the District and UTLA that the continuation of this Agreement past July 1 shall not make its terms a part of the individual annual contracts for the following school year so long as the Board, by formal action prior to July 1, sets forth any changes which it intends to implement (absent subsequent agreement with UTLA to the contrary). Such Board action stating its intent shall be deemed effective as though fully implemented prior to July 1. UTLA and the District agree that (a) the District shall set forth its intent prior to the completion of negotiations even though the parties may not be at impasse at that time, and (b) UTLA has not waived its right to negotiate about such changes subsequent to the Board action.

ARTICLE XXVIII-A

EMERGENCY CIRCUMSTANCES - CLOSURE OF SCHOOL FACILITIES

1.0 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.

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

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

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.

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

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

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

6.0 When an employee is personally impacted by a natural disaster, the District shall allow them to use “miscellaneous natural disaster” (MSND) leave, which will not impact their accrued leave. The amount of leave time can vary depending on

the nature of the event, but shall be no less than 10 days. Leave will be granted for any of the following reasons:

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

7.0 Affected members shall have the option to postpone their evaluations to the following academic year, provided this postponement would not violate Ed Code.

NEW ARTICLE: HEALTHY GREEN PUBLIC SCHOOLS

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

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

3.0 GREEN SPACES AND SHADED AREAS ON EVERY SCHOOL CAMPUS:

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

4.0 EXPANSION OF GREEN INFRASTRUCTURE:

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

5.0 PROJECT STABILIZATION AGREEMENT: The projects identified herein as requiring skilled and trained workforce (e.g. 1.0, 2.0, 3.0(f), and

4.0(g)) shall comply with the District's Project Stabilization Agreement effective January 1, 2024, when the project meets the contract value set forth in Section 2.2 therein.

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

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

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

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

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

- f. Create and/or approve District plans for responsible recycling/disposal of building materials, old equipment, and outdated/broken technology.

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

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

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

- a. Attend four (4) professional development sessions per year.
- b. Lead at least 1 professional development or student education session at the school site on climate curriculum and knowledge per year.
- c. Develop, support, and promote the implementation of climate change education across all curricular areas.
 - Serve as a liaison and connection point between the CLTF, the Office of the Chief Sustainability Officer, all relevant District offices/committees, and their respective school.
 - Serve as an ex-officio, non-voting member of the Local School Leadership Council.
- d. Promote the use of the Climate Change curricula Schoology group.

- e. Monitor how climate literacy is being integrated into classroom lessons, and how students are being exposed to climate conscious/green jobs and careers.
- f. Work with administration and Plant Manager to ensure that blue bin recycling and composting programs are functioning at the school site, and notify CLTF of any problems. Assist in the development and implementation of climate resiliency and extreme weather plan.
- g. Attend quarterly convening of the Climate Literacy Task Force.
- h. Provide regular evidence/image of efforts toward Climate Literacy and maintain activity log.

10.0 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.

NEW ARTICLE: USE AND IMPACT OF ADVANCED TECHNOLOGY

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

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

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

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

5.0 The District shall make every reasonable effort to expand wi-fi bandwidth at every school and ensure that district provided devices are compatible with the wi-fi speed.

6.0 The District will provide centrally funded technology to students, including wi-fi hot spots, updated devices and any assistive devices required by IEPs.

7.0 LAUSD will work with internet service providers to explore options for providing wi-fi home internet service to all students and report back on the project by June 30, 2026.

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

NEW ARTICLE: 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 four (4) representatives from the District and four (4) 4 representatives from UTLA. A minimum of two (2) of the UTLA and two (2) of the District appointees will be members of the LGBTQIA+ community. This 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. Establishing a procedure to address incidents of anti-LGBTQIA+ harassment, including a safe reporting process and provision of legal protections when applicable
 - b. Designing and compiling educational resources for families and staff regarding LGBTQIA+ issues
 - c. Reviewing feedback system that allows LGBTQIA+ students and staff to make recommendations for ensuring a welcoming working and learning environment
 - d. Exploring ways to better support transgender students and staff, and to recruit transgender staff.
 - e. Providing reports to the Board of Education with suggestions on the above issues. The task force is expected to provide at least one written report per school year, and has the right to provide additional guidance as needed.
 - f. Creating thoughtful, inclusive training that will be mandatory for staff and administrators that dispels misinformation around the LGBTQIA+ community and teaches how to be supportive.
 - g. Reviewing current and proposed resources for families and staff regarding LGBTQIA+ matters.
 - h. Continuing support for LGBTQIA+ students and staff, including teacher outreach efforts.
- 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 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. The District recognizes the scientific difference between gender identity and sex assigned at birth. It acknowledges that there are more than two genders and affirms the existence of intersex individuals.
- c. The District shall recognize and denounce anti-LGBTQIA+ attacks against employees and students.

3.0 In support of students:

- a. 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.
- b. 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. Every effort will be made to ensure that 100% of schools have a designated gender-neutral restroom by the end of this agreement. All students and staff are permitted to use the bathroom or locker room that aligns with their gender identity.
- c. 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. Staff will be encouraged to ask students how they should be referred to in the presence of family members, particularly before events involving families.
- d. The District will maintain privacy guidelines that explicitly assert the confidentiality of information pertaining to students' sexual orientations and gender identities. Bargaining unit members will not be required to reveal a student's sexual orientation or gender identity without the student's permission, unless it is relevant in a health or safety emergency or required by law.

4.0 In support of employees:

- a. Employees are to be recognized by their affirmed name and gender, regardless of legal documents.
- b. All employees have a right to use restroom facilities that correspond to the employee's gender identity.
- c. 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.

5.0 Additional protections for transgender staff: If a transgender staff member is transitioning or planning to do so (with or without surgery or therapy) and chooses to disclose this information to their school community, they may request accommodations that include but are not limited to the following:

- a. An initial meeting of site administration, UTLA representative, and the transitioning staff member to develop a plan to transition at school site.
- b. Development of training for coworkers and community that reviews respecting an employee's pronouns, name change, bathroom use, and California law protecting transgender people in the workplace.
- c. Ongoing administrator support in requesting that the site community refer to the employee with their preferred pronouns and name

MEMORANDUM OF UNDERSTANDING

LAUSD AND UTLA

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, 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

- a. Research current programs and/or surrounding school districts providing opportunities for professional growth and career advancement.
- b. Identify and access 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 existing ways to incorporate DACE into professional growth and career advancement opportunities
- d. Explore partnerships with community colleges and universities
- e. Research state and federal funding sources and grants

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 SEIU Local 99 will be invited to join the task force.

This MOU is non-precedent setting and will remain in effect for the duration of the parties' 2025-2028 LAUSD/UTLA Collective Bargaining Agreement.

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. 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) ~~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 paths. These hubs would provide adult education programs, health and human services, and career paths.~~ In addition, the District will collaborate with external partners, including Federally Qualified Health Centers and other community partners, regarding the health and wellness of students and their families. These services will support ~~the post-pandemic recovery by~~ in the development of ~~developing~~ resilient school communities with protective factors against academic and social

barriers.

4.0 The District shall make every effort to

- 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, legal and health resources.

5.0 LAUSD shall provide all staff with professional development 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
- g. 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.

- 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 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 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.~~

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

UTLA and the District recognize the need for cost-free or affordable childcare, not only for District employees, but for all Angelenos. To address this need, the Parties will work collaboratively to expand enrollment at District infant centers, and to build additional District-operated childcare facilities across the city. This initiative will not only increase enrollment in LAUSD schools, but it will also make Los Angeles a more affordable place for families to live.

1.0 Facilities: The District shall designate no fewer than two (2) campuses per Local Region as Childcare Centers. Schools with declining enrollment shall be prioritized as potential sites. The centers will act as childcare hubs, providing job training, onsite childcare, and resources for other neighborhood childcare options, including updated lists of available low-cost and cost-free childcare options.

2.0 Timeline: Upon ratification of the Agreement, the spaces designated as Childcare Centers will provide training for LAUSD high school students and adults to become childcare providers. Training will be provided by DACE employees. Facilities will be updated to accommodate students ranging in age from 6 months to 2 years. Childcare centers will open enrollment as soon as possible, but must begin accepting students no later than one year after ratification.

3.0 Implementation: The District shall establish a collaborative 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 twice each semester for the term of this Agreement. 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. Available training programs, including partnerships with post-secondary educational programs offering Early Childhood certification.
- c. Research opportunities/programs with non-traditional hours to support local school communities and adult education learners participating in post-secondary learning.
- d. Class schedules for childcare training
- e. Enrollment process for prospective childcare providers and for families wishing to enroll children
- f. Expansion of number of facilities
- g. Exploring funding sources to expand program

This MOU is non-precedent setting and will remain in effect for the duration of the parties' 2025-2028 LAUSD/UTLA Collective Bargaining Agreement.

NEW ARTICLE: OPTIONS PROGRAMS/SCHOOLS

For the purpose of this article, Education Options Settings/Programs/School are defined as alternative learning options that are not traditional learning settings or virtual academies.

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 a minimum of four times per year with the intent of providing targeted support and resources, the District and UTLA agree to engage in the following activities:

a. Research programs and/or surrounding school districts providing services to students served in an alternative/Educational Options setting.

b. Survey students, staff, and families to assess needed supports for student achievement including academic and social-emotional learning, targeted interventions, mentoring, and community resources.

c. Review and summarize findings and provide recommendations for review and consideration by senior leadership. Recommendations may include, but are not limited to the following:

1. Partnerships with community organizations to support students with academic, social-emotional, basic care needs, and childcare, if applicable.

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 Due to the nature of the students enrolled in such programs, there will be no loss of staff due to attrition at any Educational Option Settings/Programs or Schools.

3.0 Students enrolled in Educational Options Settings will be encouraged and allowed to bring their child(ren) to campus. ~~The District will provide appropriate transportation.~~

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

5.0 The District will provide up to \$30,000 in additional funding for necessary childcare items, including but is not limited to baby formula, diapers and/or other basic necessities to options sites that serve parenting students.

6.0 Students enrolled Educational Options Settings will be able to attend school virtually on days their child(ren) is sick or unable to travel with the parent.

NEW ARTICLE HOUSING SUPPORTS

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 School Supports and Resources

a. The District shall make available school space accessible 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 explore potential partnerships with student and family support organizations, with the goal of increasing available resources.

b. The District will provide funding to schools to purchase washing machines for students and families to have access to during normal school hours.

c. The District will provide funding to schools to open school showers for students before school.

d. The installation, maintenance and funding for items b and c above will come from the district at no cost to the school.

e. The District will open underutilized and vacant lots for families to safely park overnight.

f. 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.

g. The District and UTLA will collaborate on creating and maintaining lists of housing advocates who will be allowed to host workshops on district campuses.

h. The District will provide UTLA with the name of the division that will help in facilitating 5.0 a-g above.

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

j. The District shall work with schools in the 90021 zip code to identify school needs and provide resources to meet those needs.

2.0 During the 2025-2026 and 2026-2027 school year, the District and UTLA shall maintain a joint task force to make recommendations regarding the use of

identified vacant and unused LAUSD land parcels that could be used for the development of affordable housing for low-income students and families. The Community Housing Task Force shall be comprised of four (4) UTLA bargaining unit members appointed by UTLA, four (4) LAUSD employees appointed by LAUSD, and four (4) community-based appointees, with two (2) appointed by UTLA and two (2) by LAUSD.

a. No later than June 30, 2027, the Community Housing Task Force shall provide written recommendations to the Deputy Superintendent of Business Operations regarding the use of the identified District property

b. In order to help the district meet the demand for affordable housing units for families and employees, the District will identify vacant and underutilized LAUSD land parcels that may be used for the development of affordable housing.

c. The taskforce will provide input on the format of the Request for Proposal (RFP) policy and guidelines, including the goals and scoring for granting the awards.

d. The District will inform UTLA thirty days prior to announcing an RFP for the purpose of housing development.

e. Any re-issues of RFPs will be brought to the taskforce prior to being presented to the Facilities and Procurement Committee and/or the School Board.

f. The District will encourage potential proposers which may include Non-Profit Developers and Community Land Trusts to submit requests for future housing developments.

3.0 A minimum of 50% of a project's housing units shall be reserved for Acutely Low Income and/or Extremely Low Income households. All units shall be subject to an affordability covenant and only for the purpose of increasing the financial stability of Acutely Low Income, Extremely Low Income, and Very Low Income Household units in the project, up to 20% of units may be unrestricted as to income and rent levels.

- a. Residents shall have the right to participate directly and meaningfully in decision-making concerning the operation and management of the project.
- b. Where feasible and desirable, the project shall include resident ownership, including but not limited to Limited-Equity Housing Cooperatives.
- c. LAUSD will establish a no-eviction clause for tenants whose original qualifications change.
- d. LAUSD will ensure a no-eviction clause for LAUSD families during the school year.

4.0 The District will prioritize building affordable housing in areas where declining enrollment and chronic absenteeism is above the district average. The following list of zip codes meet the criteria: 90012, 90021, 90031, 90032, 90044,

90059, 91340, 91405.

a.If no properties are deemed viable in the above zip codes, the district will identify comparable plots of land size to be developed in neighboring zip codes.

5.0 Any housing built on LAUSD land will follow state fair housing laws that make it illegal to discriminate against or harass someone because of a protected characteristic, such as their gender, race, national origin, sexual orientation, gender identity, or religion

6.0 All schools will have a homeless liaison (HL) identified. The HL must be on campus five (5) days a week.

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

7.0 The district will assist schools in setting up food pantries, clothing drives and other initiatives that support families facing housing insecurity and houselessness.

8.0 The District shall make available school space accessible 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.

9.0 Advocacy: 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.

9.1 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.

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

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

1.0 In accordance with Article IX, Section 1.0, it is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. Full time teachers shall have the following on-site obligation of no more than six (6) hours exclusive and no less than a thirty (30) minute duty-free lunch period. It shall be understood that on-site obligations for non-classroom staff are outlined in Article IX, Section 3.5.

2.0 Sign-in and Sign-out: All employees shall, upon each arrival to and departure from their assigned work location, enter their initials on a form provided by the District. Teachers who are assigned remote work will enter their initials on a digital time card provided by the district.

3.0 Record of Assignments (ROAs) shall be completed at minimum, every 2 weeks in accordance with the District's Independent Study Policy. To support this process, the Friday at the end of each ROA due date cycle will be reserved for grading, calculating time value percentages earned, recording ROA attendance, and transferring digital textbooks, instructional materials, and coding digital assignments for the new ROA cycle. Teachers in grades TK-12 shall provide a synchronous instruction opportunity for students from 8:30 am - 9:00 am on this day.

4.0 Virtual Academy Workday

A. Teacher onsite workday is from 8:00 am to 2:50 pm daily, except when Faculty, Staff Development, Grade Level, or Committee Meetings are scheduled until 3:50 pm.

B. Morning Duties:

(1) Elementary teachers shall provide synchronous daily instruction for 3 hours each day, excluding 20 minutes of break time scheduled at the teacher's discretion. Teachers are expected to have Zoom cameras on

during synchronous time. During the teacher's break, Zoom cameras are not expected to be on.

(2) Secondary teachers shall provide daily live instructional support for 3 hours each day excluding two 10-minute breaks at the teacher's discretion. Teachers are expected to have Zoom cameras on during synchronous time. During the teacher's break, Zoom cameras are not expected to be on.

The time shall be scheduled as follows:

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

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

immediate instructional support during lessons subject to legislation or further CDE guidance regarding synchronous instructional time in Independent Study Programs.

C. Afternoon Duties:

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

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

(3) Teachers shall be available to conference with students and parents, document each pupil's participation in live interaction and synchronous instruction on each school day, plan lessons, and complete the subsidiary agreements, Record of Assignments (ROA) and supervising and approving coursework and assignments in accordance with the District's Independent Study Policy. ROA communication/meetings shall be aligned with the ROA cycle (bi-weekly). The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a student's academic progress shall be noted in MISIS. ROA EC Section 51747(g). The manner of communication shall be agreed upon and determined by teacher and parent (i.e. phone, Zoom, email, text, Blackboard Connect.)

(4) Zoom log-in requirement is applicable for morning duties, or when necessitated by the work (i.e. IEP, Professional Learning, Faculty Meetings) but not required in the afternoon while performing administrative or teacher duties (i.e. MISIS entry, work evaluation, lesson planning, ROA evaluation, Daily Participation record keeping.)

D. Local School Leadership

Each Virtual Academy shall work with their respective Local School Leadership Council (LSLC) to determine school-wide professional development, the scheduling of school-wide activities and events, and all other purviews outlined in Article XXVII, or otherwise permitted under the LSLC's contractual authority. All other functions and decision-making responsibilities of the LSLC remain in effect.

5.0 Evaluation-Teaching and Learning Framework Appendix: Learning in Virtual Environments, as outlined in this agreement, shall govern and provide specific guidelines, responsibilities, and processes pertaining to Virtual Academy related assignments, roles, and expectations when evaluating teachers and be noted as such in North Logic.

6.0 Secondary Assignment

A. Live Instructional Support

(1) There shall be no more than two (2) courses assigned within a live instructional support rotation period. Courses must be related subjects/electives/disciplines. (i.e. Algebra 1/Honors Algebra; Spanish 1/Spanish 2)

(2) Mandatory ELD classes will be taught as a separate period and the time for ELD instruction during a rotation will not be split with instruction for any other course.

B. Student Roster

(1) There shall be no more than twelve (12) courses assigned to a teacher during the semester, unless a stipend of \$1,200 per semester is provided for each additional course and agreed upon by the teacher.

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

A. Participation in IEP Meetings

(1) IEP meetings shall be equitably rotated among General Education teachers.

(2) The school shall ensure classroom coverage for General Education teachers required to attend IEP meetings. In addition, they shall collaborate with impacted teachers on scheduling availability to minimize disruption to the instructional day and advanced Record of Assignment meetings with parents.

B. Resource Teacher Caseload Adjustment

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

(2) Caseload cap for Resource Teachers shall be 24.

C. Paraprofessional support shall be provided to Special Education teachers.

8.0 An average of 23 students in grades K-3, and 25 students in grades 4-12 shall be assigned to a Virtual Academy teacher's roster. For Special Education and UTK/TK classes, class sizes shall not exceed the in-person class size norms established for comparable programs in traditional school settings.

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

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

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

9.0 Virtual Academy teachers shall participate in a matrix process consistent with Article IX-A and follow all timelines outlined in the Article.

(1) The matrix process shall recognize school levels (Elementary and Secondary) to each VA school; thus allowing Elementary Teachers to select from an Elementary Matrix by seniority and Secondary Teachers to select from a 6-12 matrix by seniority and authorization (i.e. SPED credential). EC sections 44300 further details certification requirements for Independent Study Schools. Departments are not recognized in an Independent Study setting. Only Special Education is recognized as a Department within each VA school. Teachers may move school levels if a vacancy is available and credential types are met.

10.0 In the event of overstaffing or reduction of teaching positions, the assignment and retention of teachers shall be determined based on seniority within school levels specific to each VA school.

(1) Should there be displacements, teachers may move between levels from high school, to middle, or to elementary if a vacancy is available and credential types are met within that Virtual Academy.

11.0 Location XS shall be designated as a priority site for teachers displaced under the Virtual Academy program. Such teachers shall have priority consideration as a contract pool teacher or Teacher Resident at all Welcome Center Sites.

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

13.0 Professional Development training specific to Independent Study requirements shall be offered as voluntary summer training Professional Development days or two optional days (1 for each start of the semester). These days shall be designated to include but not limited to the following: Master Agreement contracts, Record of Assignments, Schoology course set-up, and content coursework.

14.0 The District shall provide comprehensive onboarding for substitute teachers, including training in the use of digital tools and platforms and any other tools utilized by the District for instructional purposes. Substitute teachers shall be provided a computer to complete required duties when working at the Virtual Academy.

15.0 Substitute teachers assigned to long-term placements shall be granted full access to relevant digital tools and platforms necessary to perform their instructional duties effectively. The District shall ensure timely permissions for online platforms to get into applications and training to facilitate the use of these tools. Substitute teachers assigned to long-term placements shall be granted full access to relevant digital tools and platforms necessary to perform their instructional duties effectively. The District shall ensure timely permissions for online platforms to get into applications and training to facilitate the use of these tools.

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

17.0 Chapter Chair Released Time. Virtual Academy Chapter Chairs shall be granted release time of up to one hour to account for travel needed to attend monthly Area and Steering Committee. This applies to VA Chapter Chairs whose reporting site is outside of the UTLA designated boundaries of the school location to which they are assigned. A proposed plan may also permit release of the Chapter Chair from instructional duties subject to the following conditions as outlined in Article IV - UTLA Rights, 8.1.

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

18.0 In accordance with Article IX, Section 4.2, all duties required of each employee shall meet the test of reasonableness and shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school or center.

19.0 Classroom: All classrooms will be standalone single occupancy classrooms, with no more than one teacher per classroom. Teachers will have the option to work from home. In the rare event of a shared space, classrooms will be furnished with partitions/dividers and equipment to minimize sound disruption. Classrooms will have sufficient storage, including a secure space for teachers to store their personal and professional belongings.

20.0 Facilities: When necessitated by the work, access to designated spaces for student-centered meetings that require privacy in accordance with District Policy will be made available for employee use upon request.

21.0 Shared Space at District Facilities: Schools assigned to share a facility will work collaboratively to develop a plan that is conducive to the instructional and programmatic space being used by all schools.

22.0 Emergency Procedures and Safety Plans: To support employee safety, Virtual Academy teachers will observe the emergency procedures and drills of the shared site. Training for Virtual Academy teachers regarding the emergency procedures of the shared site will occur as soon as practicable. Virtual Academy teachers may participate and provide input to the development of and/or annual review of the site's safety plan. VA teachers shall be given at least 24 hour notice before an emergency drill. The schools' governing bodies, Local School Leadership Council, will work collaboratively to encourage the input of all stakeholders in the development and implementation of these plans. Access to the site's safety plan(s) will be made readily available to all bargaining unit members.

23.0 Instructional Equipment: All classrooms will be equipped with equipment conducive to virtual instruction. This includes a desktop or laptop for each teacher. Virtual Academy classrooms will be equipped with the same communication system as classrooms at the shared District site. Teachers shall not be required to use their personal devices or set up phone service accounts using personal emails for live communication with students and their families.

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

25.0 Temporary relocation: In the event of an emergency that requires the temporary relocation of Virtual Academy from a Welcome Center, teachers shall be allowed the option to report to work from home or, upon teacher request, at an available alternate District Site. At the conclusion of the temporary relocation, the teachers will return to their assigned Welcome Center at the beginning of the next instructional day.

26.0 Displacement: In the event that some or all Virtual Academy employees are permanently displaced from their worksite, the District shall make every effort to place the employees at a new site in the same LAUSD region as their previous site.

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

28.0 Campus Access and Procedures: Virtual Academy teachers shall be assigned an appropriate workspace or classroom to meet the requirements of the assignment, including but not limited to room and restroom keys, access to copiers, updated computers or a laptop along with internet access. Employees shall also have equal access to all telephones and common areas such as the library, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable manner. The District will facilitate collaboration among all schools to establish the entry and exit procedures for Virtual Academy teachers. All employees are expected to initial a form provided by the District upon each arrival at and departure from their assigned work location.

29.0 Administration and Support: Virtual Academies will have access to support from specific personnel assigned to their academies. Examples of support include,

but are not limited to, parent conferences, personnel matters, emergencies, copies, telephone access, supplies, and technological issues.

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