

# LOS ANGELES UNIFIED SCHOOL DISTRICT-UNITED TEACHERS LOS ANGELES

## TENTATIVE AGREEMENT

2022-2025

This Tentative Agreement is made and entered into this 18th day of April, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and United Teachers Los Angeles (UTLA). The District and UTLA have met and negotiated in good faith and have completed their negotiations for this 2022-2025 Agreement. This Agreement is the successor to the parties' 2019-2022 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2019-2022 Agreement, together with previous amendments, supplements, MOUs and sideletters are to be combined with the terms of this Agreement to form the 2022-2025 Agreement. The parties' will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.

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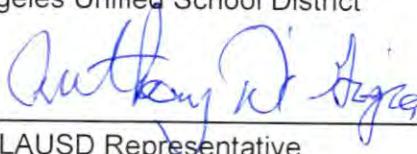
C. Term of Agreement: This Agreement shall be for the term of three (3) years, 2022-2025. It shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2025 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice.

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

Date of Agreement: April 18, 2023

Los Angeles Unified School District

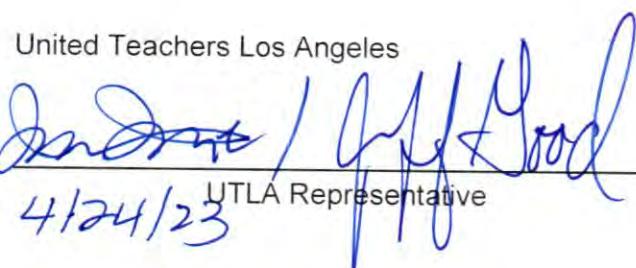
By:

  
Anthony R. Bryson  
LAUSD Representative

4/18/23

United Teachers Los Angeles

By:

  
Jennifer Good  
UTLA Representative

Adopted by the Board of Education on \_\_\_\_\_, 2023.

## ARTICLE I

### RECOGNITION

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

Included: Certificated employees, except those excluded in Section 1.1, who are in the broad classification of Teacher; Instructor; Library Media Teacher Teacher Librarian; Counselor; Adviser; Audiologist; Audiometrist; Hygienist; Non-classroom Assignment, Preparation Table; Non-school Assignment, Preparation Table; Nurse; Optometrist; Psychologist; Social Worker; Teacher-Adviser; TeacherCounselor; Therapist; or Driver Safety Instructor.

<b><u>Job Number</u></b>	<b><u>Job Title</u></b>
11100778	Adapted Physical Education Teacher K-12
11100805	Adult Academic Instructor
12200864	Adult Counselor
13200826	Adult Education Advisor
11100803	Adult English as a Second Language Teacher
13200827	Adult Resource Non-school Assignment Adviser
13200828	Adult Resource Regional Occupational Contract (ROC) /
11200806	Adult Substitute (Day to Day)
11100804	Adult Teacher Adults with Disabilities
11100808	Adult Teacher Parenting & Family Life
11100809	Adult Teacher Program for Older Adults
11100838	Adult Teacher Public or Private Contract
<u>11100777</u>	<u>Arts Education Itinerant Teacher</u>
19100486	Assistive Technology Assessment
12300476	Audiologist
12300473	Audiometrist
11100781	Categorical Limited Contract Teacher
19100704	Categorical Program Advisor
12100589	Coordinating Field Librarian
11207046	Early Education Substitute (Day to Day)
11107043	Early Education Teacher
11100843	Elementary Instructional Coach
11200762	Elementary Substitute (Day to Day)
11100731	Elementary Teacher
<u>11100777</u>	<u>Elementary Traveling Music Teacher</u>
11100782	Home School Teacher
13200469	Instructional Technology Application Facilitator
11100840	JROTC (Junior Reserve Officers' Training Corps) Instructor
12200506	Least Restrictive Environment Counselor
11100753	Mathematics Foundational Teacher
19100706	Non-Classroom Preparatory Assignment
19102706	Non-Classroom Support Services Assignment
13200707	Non-School Preparatory Assignment
13400705	Non-School Preparatory Assignment
12300460	Nurse Practitioner

12300464	Nurse Substitute (Day to Day)
12300481	Occupational Therapist
13400860	Officer JROTC (Junior Reserve Officers' Training Corps) Program Coordinator
12300490	Optometrist
12300446	Organizational Facilitator
11100858	Orientation and Mobility Instructor
19100787	Peer Assistance and Review (PAR) Consulting Teacher
12300479	Physical Therapist
12200569	Psychiatric Social Worker
12200543	Pupil Service and Attendance Counselor
12300526	Recreational Therapist
11100829	Regional Occupational Contract (ROC)
	Teacher Regional Occupational Program (ROP) Adviser
1100790	Resource Specialist Program Teacher
12300472	School Audiometrist
12100591	<u>School Library Media Teacher Teacher Librarian</u>
12300461	School Nurse
12200511	School Psychologist
12300484	School Therapist Coordinator
12200533	Secondary Counselor
11100846	Secondary Instructional Coach
11200763	Secondary Substitute (Day to Day)
11100736	Secondary Teacher
12300474	Senior Educational Audiologist
11100841	Senior JROTC (Junior Reserve Officers' Training Corps) Instructor
12300483	Senior Therapist
11100740	Special Education Teacher K-12
19100555	Speech and Language Pathologist
11100761	Teacher Development Child Permit
13200500	Temporary Advisor
11100700	Temporary Non-Public School Teacher
19100780	Temporary Resource Teacher
11100757	Transition Services Teacher
13400576	Transition Teacher Coordinator
13200445	Work Experience Advisor

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

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

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

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## ARTICLE IV

### UTLA RIGHTS

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

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

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

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

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

6.0 Released Time at UTLA Expense: UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Labor Relations and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the District at the base rate for substitutes (see Article XIX) or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.

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

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 and School-Based Management.

8.1 Released Time for Chapter Chairs:

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- a. Released time from non-instructional duties shall be provided to a Chapter Chair if the following conditions are met: a secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved. The proposed plan is to provide for the Chapter Chair to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties, as referred to above, are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties. In addition, chapter chairpersons at elementary schools shall be released from instructional duties when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.
- b. A proposed plan may also permit release of the Chapter Chair from instructional duties subject to the following additional conditions:
  - (1) Such release is limited at the secondary level to one instructional period daily, and at the elementary level to an established shared instructional period (Physical Education or Music); and
  - (2) The proposal is separately approved by the specific teachers, whose workload will be directly affected by the operation of the plan, voting in a separate election.
- c. Regarding paragraphs a and b, a majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority requests a new election, or unless a new Chapter Chair is designated. The Chapter Chair may be assigned duties during this released time, in emergency situations.
- d. Site-based eight hour chapter chairperson may, with prior approval of the site administrator and when their duties reasonably permit, alter their work schedule by reporting to work not to exceed 30 minutes early, and leaving work not to exceed a corresponding 30 minutes early, for the purpose of attending UTLA Area and House meetings.

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

- a. Written disclosure to the faculty of the proposed plan or change, with at least seven (7) days of review time provided prior to the documents being submitted to the Local District or central District offices, except in emergencies;
- b. Upon request of the Chapter Chair, the site administrator shall consult with the Chapter Chair regarding the content of the document;
- c. 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. The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.



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

8.3 Itinerant Chapter Chairs

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

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

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

- a. Except as otherwise provided in this agreement, if the District decides that unit members are to be invited to serve on any committees (described below) that are District-wide or Local District-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.
- b. UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and the District shall have the right to designate (and replace) one-half of such unit members. Unit members who are appointed to a committee by the District, rather than UTLA, are not to be considered authorized representatives for UTLA.
- c. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, if the committee includes a combination of unit members invited to serve outside their regular assigned jobs, and unit members assigned to

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the committee as part of their regular assigned jobs, the latter shall be counted toward the District's appointing authority under section b above.

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

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

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

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

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## ARTICLE IX

### HOURS, DUTIES, AND WORK YEAR

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

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

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

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

<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
AM-PM Kindergarten	30	10	1550 (b)
Full Day Kindergarten	21	10	1550
4-UTK - 5/6	24-17	10	1550
6 - 12	7-5	6-2	1550

Elementary grades UTK - 5 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.

Item (b) in the above chart indicates that Kindergarten daily average instructional time in a.m.-p.m. programs includes 200/221 minutes of instructional time and 110/122 minutes of instructional support.

For Elementary programs in 180-day calendar schools, the total daily average preparation time is 31 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 Library Media Teachers Teacher Librarians: Library media teachers 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 Library Media teachers 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. All employees paid on the Special Services Salary Table, including but not limited to psychologists, PSA counselors, and audiologists, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator. Employees with eight-hour assignments may work one hour off-site to document, download and analyze data; update intervention plans; and fulfill other duties as needed. It is understood that employees on the Special Services Salary Table with eight-hour assignments may have to work onsite for eight hours when necessary to complete the obligations of their assignment.
- b. Also subject to the hours and duties provisions of subsection a are non-classroom teachers paid on the Preparation Salary Table (including but not limited to counselors, "in-house deans," coordinators and advisers) who either (1) are assigned to a location other than a school site, or (2) accept a position which includes extra pay for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments.

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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.

- c. Non-classroom teachers assigned to a school site and paid on the Preparation Salary Table (including but not limited to nurses, counselors, "in-house deans," and advisers) who do not receive any extra pay (see c., above) shall observe on-site hours which are to be not less than the hours observed by the teachers at the site, and remain on-site as necessary to perform the assigned duties of the position and the professional obligations of Section 4.0 which are appropriate to their work. These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers' responsibilities. School psychologists assigned to school site(s) shall also be covered by the above provisions.
- 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.

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

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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 at least one day twenty-four (24) 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 inservice 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 (or library media teacher including full-time CTE teachers and Teacher Librarians) shall be assigned five scheduled class periods weekly as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to Article XIV, Sections 25.0 and 28.0. In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision. Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.

6.1 Secondary ROC/ROP CTE Weekly Preparation Time: Beginning with the 2019-20 school year, teachers serving under a Regional Occupational Center/Regional Occupational Program (ROC/ROP)

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~~Contract in Secondary Schools and teaching classes six (6) periods during the instructional day shall be assigned ten (10) additional hours per month for professional duties including preparation for class, collaborative planning and conferences with parents, students, and staff members.~~

7.0 Elementary Preparation Period: Each regular elementary classroom teacher shall be provided with a daily period of preparation of 31 27 minutes within the minimum on-site obligation (24 17 minutes before school, 10 minutes after school). In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where a majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay; provided, that additional pay shall not be authorized for any of the following:

- a. Supervision reasonably assigned on inclement weather schedule
- b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or
- c. Supervision of the teacher's students to and from the classroom; or
- d. Any normally assigned basic duties apart from the above-described non-classroom supervision.

7.2 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 (ELIMINATED)

7.4 (MOVED TO ARTICLE XXXI)

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

- a. The additional pay shall not be authorized for non-classroom teachers or for any of the following situations involving classroom teachers:
  - (1) Supervision reasonably assigned on inclement weather schedules;

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- (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 of 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.

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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

2016-17

(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**	12-13	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.

(INSERT BASIS LANGUAGE - NO CHANGE TO CURRENT CONTRACT LANGUAGE)

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## 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 UTK-12 Schools And Adult Schools:

- a. Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers on any track or 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 (on each track, if multi-track) 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 (~~at or before the end of the track, if applicable~~), 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 may 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: After the creation and posting of the matrix as required above, Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) ~~or track (multi-track)~~ 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, ~~assignments to tracks, 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 effected grade levels year-to-year. Priority consideration will be given to combination classes when assigning paraprofessional support.~~

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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 maximums, shall be eligible to receive the following:

- i. a stipend of \$600 per semester in which the multigrade assignment is in effect

(1) Tracks and 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 track and 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 track and by all tracks as a whole,~~ and 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 ~~track and~~ 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 ~~track and~~ 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 tracks and to all the grade levels so that the percentage of otherwise qualified non-permanent teachers assigned to each track and to all tracks as a whole, and 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.

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

(1) Tracks:

- (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 track that are available for the assignment of otherwise qualified permanent and nonpermanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each track, and by all tracks 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 positions by track 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 track openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines 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 tracks so that the percentage of otherwise qualified nonpermanent teachers assigned to each track and to all tracks as a whole reasonably approximates the percentage of nonpermanent teachers at the site.

- (2) 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.
- (3) 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.
- (4) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein

- e. Dispute Resolution Procedure (Elementary and Secondary Track Assignments and 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

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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.

f. 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 teacher , 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.

g. 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 or Track: 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 or track (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 Or Subsequent Tracks 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 (and their assistants in multitrack programs who serve when the chairperson is off-track) 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 (ROCP), 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 resulting part-time coordinators shall also follow 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.

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- 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 or 72 hours in a multi-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

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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 or track, whichever is sooner, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester or track. Prior to the next semester or track, the procedures in Section 6.0 (coordinators) and 7.0 (deans) above shall be utilized to fill the position for the next semester or track. 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 NonSchool 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 at 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 itinerant employees with a tentative list of available positions or programs/regions/Local Districts/administrative/supervisory areas prior to the distribution of the preference form, however the parties acknowledge that the tentative list is based on projections and therefore subject to change. Supervisors shall assign itinerant employees by an assignment method determined by each itinerant program in consultation with the UTLA Chapter Chair, in order of seniority considering other factors such as District/Program need, continuity of services, geography and the unique/area expertise of the service provider. The only exception shall occur when the supervisor reasonably determines with documentation that any specific assignment is not in the best interest of the

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education program. 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.

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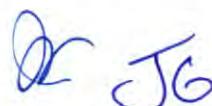
## ARTICLE IX-B

### PROFESSIONAL DEVELOPMENT

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

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

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



facilitate professional development in grades 4~~UTK~~-12 and in full-day kindergarten (a.m.-p.m. schedules usually preclude mandatory participation in the banked time program):

- a. Professional development "banked" time programs and activities shall be scheduled for Tuesdays throughout the District;
- b. In elementary schools, grades 4~~UTK~~-5/6 and in full-day kindergarten, such time shall total 1560 in the range of 2,100 - 2,340 yearly minutes and shall be accumulated by increasing instructional time by nine twelve to thirteen (12 - 13) minutes per day in accordance with the number of designated Tuesdays at 180-day schools and ten minutes per day in 163-day schools. Students will be dismissed 60 minutes earlier than normal dismissal time on 26 designated all Tuesdays designated by the District (typically between 35 - 39 Tuesdays), facilitating the use of the banked time for professional development purposes on those days;
- c. In secondary schools, grades 6/7-12, such time shall total 1260 in the range of 2,100 - 2,340 yearly minutes and shall be accumulated by increasing instructional time by seven twelve to thirteen (12 - 13) minutes per day in accordance with the number of designated Tuesdays at 180-day schools and eight minutes per day in 163-day schools. Students will be dismissed 90-60 minutes earlier than normal dismissal time on fourteen designated all Tuesdays designated by the District (typically between 35 - 39 Tuesdays), facilitating the use of the banked time for professional development purposes on those days;
- d. The required number of yearly instructional minutes remains the same as without banked time, and there are no changes in the length of the teacher's minimum daily on-site obligation;
- e. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;
- f. ~~In middle schools, established Common Planning Time shall be separate from, and not scheduled on the same days as, banked professional development time (unless approved by the faculty, the principal, and the Local District Superintendent);~~
- g. Faculty meetings (see Article IX, Section 4.3) are not to be conducted on banked professional development time, and professional development meetings on banked time do not count toward the permitted number of meetings under Article IX, Section 4.3; and however, If PD extends beyond the regularly scheduled banked time, that time shall be deducted from the next scheduled faculty meeting.
- h. One-half of the annual total of banked professional development time shall be dedicated to programs or activities (including teachers working with one another and with site administrators to improve instruction) which are determined at the school site by the Local School Leadership Council pursuant to Article XXVII, Section 2.4. Any such program or activity, including transportation, must be cost neutral to the District. The other half of annual banked professional development time shall be dedicated to programs and/or activities determined by the District, acting through the site administrator, the Local District or the Central office.

3.0 Professional Development Advisory Committee: In order to ensure effective input from UTLA and certificated staff in the development and implementation of the District's staff development programs, there shall be formed a Professional Development Advisory Committee (PDAC). The PDAC shall meet at

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least once a month to review, discuss and provide recommendations to the Superintendent or designee regarding the development and implementation of the District's professional development programs. The PDAC composition and responsibilities shall be as follows:

- a. Each party may appoint up to eight (8) members to the PDAC for the purpose of representing each local district. In addition, there shall be one member designated by the Superintendent and one designated by the UTLA President. The Superintendent's designee shall serve as Chair of the Committee.
- b. The Committee shall have the following responsibilities in its role as advisor to the Superintendent or designee:
  - (i) Review, evaluate and provide recommendations concerning any current or proposed District-initiated professional development programs and activities;
  - (ii) Propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose; and
  - (iii) Review and provide recommendations concerning the professional development calendar for the year.
  - (iv) Review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing of Verification Process for Special Settings (VPSS) certification under the requirements of the No Child Left Behind statute.
  - (v) Review and provide recommendations concerning the professional development aspects of the Instructional Coaching program, including matters such as Instructional Coach training, utilization, and program evaluation.
- c. In addition to the foregoing, the function, purpose and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:
  - (i) Professional development shall be grounded in data and the instructional goals, pedagogy and programs of the District and the school.
  - (ii) The PDAC shall develop and compile information regarding best practices and successful models for the delivery of professional development programs irrespective of content.
  - (iii) The PDAC shall develop and compile procedures and instruments for the assessment of professional development programs, including for individual programs and annual evaluation of such programs.
  - (iv) The information, procedures and instruments referred to above are intended to assist schools with delivering effective professional development according to research and evidence-based practices that will be most effective for each school and will enhance student achievement.
- d. The PDAC shall agree on the maximum number of UTLA and District representatives for Local District Professional Development Advisory Committees (LDPDACs). The purpose and function of the LDPDAC shall be to provide recommendations regarding the following:

- (i) In collaboration with the local district leadership team, provide assistance, resources, suggestions and support to their local schools in making the most effective data based professional development decisions.
  - (ii) Evaluate data and assessments of professional development and use this information to make recommendations regarding future professional development activities and delivery models to the local schools.
- e. The PDAC shall have the responsibility for ensuring that the LDPDAs are acting in a manner consistent with the concepts and guidelines set forth herein.

4.0 Program Evaluation: At the conclusion of each professional development program, activity or session conducted (whether initiated by the District, the Local District or by the site), the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. Whoever was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results, and distribute same to the Local School Leadership Council (if the program was provided at the school), the working committee which has responsibility for the subject matter, and the Professional Development Advisory Committee.

5.0 Common Planning for Middle Schools: The District and UTLA agree to use the State-recommended text (currently "Taking Center Stage: A Commitment to Standards-Based Education for California's Middle Grades Students"), as the basis for the Common Planning activities of middle school teachers in the District. Common Planning is to be provided intended to be used when the teachers share assignments, or organizational structures (such as Small Learning Communities, Houses, Departments, or Teams) or when other program considerations (such as bilingual instruction) suggest that doing so would encourage professional collaboration, and when the requisite approvals have been attained. The participating teachers shall plan the content and activities for Common Planning, for administrative review.

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

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

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## ARTICLE 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 evaluating 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. Any bargaining unit employee, including but not limited to a department chairperson, who objects to being required to evaluate another employee, shall not be required to do so, but may be required to participate in classroom visitations, guidance and assistance. As to evaluation of site-based support service personnel excluding library media teachers, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation.

2.1 Peer Observations: Nothing in this 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.

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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

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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.

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. 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.

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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

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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 Still 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 nonpermanent 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:

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- (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.

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- 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)).

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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.

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## ARTICLE XI

### TRANSFERS

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

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

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

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

- a. All voluntary transfers of teachers to a K-12 school ranked in deciles 1 to 3, inclusive, on the Academic Performance Index shall comply with section 35036 of the Education Code.
- b. No priority will be given to a request for a voluntary transfer by a certificated person after April 15 of the school year prior to the school year in which the transfer would become effective if other qualified applicants have applied for positions requiring certification qualification at the receiving school.

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

2.1 Mediation Process:

2.1.1 Mutual Agreement Mediation

- a. Within five (5) days after receiving notice of an administrative transfer, a unit member or the Union may request in writing a 30-day mediation period prior to the transfer taking effect. Mediation will occur only upon the mutual agreement of the parties, except as provided in section 2.1.2 below.
- b. The District shall respond in writing within five (5) days of such a request as to whether it will mutually agree to the mediation. If the District agrees, the 30-day period shall commence on the date of the District's response. The District's decision not to agree to mediation shall be final and not subject to further review.
- c. If the District does not agree to mediation, the unit member or the Union may proceed pursuant to Article V (Grievance Procedure), provided that a grievance must be filed at Step One within 15 days of the District's decision. (Article V, section 8.0.)
- d. If mediation occurs but does not result in resolution of the issue(s), the unit member or the Union may proceed pursuant to Article V (Grievance Procedure), provided that a grievance must be filed directly at Step Two within 15 days of the conclusion of mediation. (Article V, section 9.0.)

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## 2.1.2 Mandatory Mediation

- a. Mediation shall occur if a written request by UTLA, filed within ten (10) days after a unit member receives notice of an administrative transfer, alleges that the proposed transfer occurred for reasons related to the exercise of protected Union activity. In this case, the 30-day period shall commence on the date of the request.
- b. If mediation does not result in resolution of the issue(s), the Union may proceed pursuant to Article V (Grievance Procedure), provided that a grievance must be filed directly at Step Two within 15 days of the conclusion of mediation. (Article V, section 9.0.)

## 2.1.3 General Provisions

- a. Confidentiality: In order to encourage a professional and harmonious mediation regarding the proposed transfer, it is agreed that from the time a mediation request is filed until the mediation is concluded, neither UTLA, the District nor the unit member shall make public the proposed transfer, the mediation, or information regarding the proposed transfer. This prohibition is not intended to restrict normal interviewing of individuals involved and other necessary preparation for mediation.
- b. Mediator(s) shall be jointly agreed upon by UTLA and LAUSD or secured through the California State Mediation Service, on a case by case basis. Any costs of the mediator shall be shared equally by the parties.

3.0 [Hold]

4.0 [Hold]

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

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

- a. The local school administrator shall reasonably determine whether and in what program/subject field the over-teachered condition exists and shall inform the faculty of the number of positions being eliminated. (Note Article XVIII, Sections 1.1 to 1.3)
- b. An employee may agree to be displaced when an over-teachered condition exists. Such displacement requires the concurrence of the employee and the current principal, may be effected without a current transfer request on file, and shall not affect the employee's right to request a

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subsequent transfer. Such displacement carries no right to return to the home school. Such a teacher must accept all conditions for displacement and assignment which would have applied to other teachers being displaced.

- c. In elementary schools and programs such as Early Education Centers, Development Centers and ungraded programs, all teachers in the program at the site shall be deemed a single group for displacement purposes. In secondary schools, and in Special Education wherever located, displacement shall be by program/subject field and the program or subject field in which a teacher is considered for displacement purposes shall be the one in which the teacher has taught for the major portion of teaching time during the employee's most recent six semesters of regular classroom teacher experience. Within the above categories of employment, when there is an over-teachered condition, the teacher with the least District seniority (see Section 6.2 below) will be displaced unless it is reasonably determined at the discretion of the immediate administrator that such teacher possesses special instructional skills or qualifications needed by the pupils and the educational program at the school and not possessed by another teacher available to fill the need. Additional provisions for Special Education teachers are set forth in paragraph j. below. In a secondary school or program, if the least senior teacher in the over-teachered subject field has at least ten years of District seniority, the teacher shall be permitted, upon request, to change subject fields and thereby cause the displacement of another teacher in the other subject field who has at least five years less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:
- (1) Must have taught in the second subject field the equivalent of at least six periods during the most recent six semesters without having received a Notice of Unsatisfactory Service or a below standard performance evaluation;
  - (2) Either possesses the requisite specified subject credential or a general secondary credential with a college major or minor or an advanced Degree in the second subject field; and
  - (3) Passes the District's examination in the second subject field, if requested by the administrator.
- d. District identified disabled teachers assigned to facilities designed for the purpose of accommodating a District identified disability will not be displaced except where the teacher may be displaced to another facility which may reasonably accommodate the identified disability.
- e. [Hold]
- f. Bilingual teachers teaching in Bilingual Master Plan programs (See Article XI-B) are exempted from displacement, provided they possess Bilingual Certificate of Competence, or "A" Level (high level of proficiency in conversation, reading and writing), or the "B" Level (high level in conversation, satisfactory in reading and writing).
- g. Where displacement is required by this Section but each of the teachers within the applicable subject field or elementary school group is exempt from displacement by virtue of some other provision of this Article XI – Transfers Section, the teacher with the least District seniority will be reassigned to another school in the same geographic area.

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- h. Part-time contract employees described in Article XIII, Section 1.2 (as distinguished from teachers on Half-time Leave and Reduced Workload Leave) shall have no transfer rights. In regard to displacement, such teachers shall have no seniority rights and they shall be retained at a school where a full-time teacher is displaced only when the part-time teacher possesses special instructional skills or qualifications needed by the pupils and the educational program in the school not possessed by a teacher who would be available to fill the need.
- i. In Special Education, the least senior teacher in the over-teachered subject field shall be permitted, upon request, to change subject fields at the site within Special Education and thereby cause the displacement of another teacher in the other subject field who has less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:
  - (1) Possesses the requisite specified subject credential in the second subject field;
  - (2) Must have taught, or practiced, in the second subject field or program without having received a Notice of Unsatisfactory Service or a Below Standard Performance Evaluation; and
  - (3) Must, in the reasonable judgment of the site administrator, be qualified to teach in the second subject field or program. In addition, a displaced Special Education teacher may be reassigned to an opening outside of Special Education at the same site, but only if the displaced teacher is properly credentialed and previously served in the regular non-Special Education program at that same site immediately prior to taking the Special Education assignment.
- j. After one calendar year, the displaced Special Education teacher who was so reassigned shall have return rights to a Special Education opening at the site for which the teacher is qualified.

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

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

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

- a. All teachers returning from leaves of absence which do not include the right to return to a specific location;
- b. All teachers displaced from a school due to an over-teachered situation;
- c. [HOLD]
- d. Any teachers placed on the list pursuant to any other provisions of this agreement.

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

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

8.1 Hardship Appeals: The hardship appeal procedure is for the purpose of resolving written hardship claims filed by employees. The District and UTLA shall jointly select and retain a professional hearing officer who shall be a member of the American Arbitration Association's Labor Panel and who shall be compensated by the District and UTLA equally. UTLA and the District shall each designate a representative to assist in the hardship appeal process. The hearing officer and the respective appointed representatives will serve as members of the Hardship Appeal Panel which shall be chaired by the hearing officer.

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



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

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

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

- a. A written request for medical exemption shall be forwarded to the Employee Health Coordinator by the applicant who shall then be furnished with an application form.
- b. The application shall be submitted to the Employee Health Coordinator by the applicant. The applicant shall be responsible for the submission of a written report concerning the applicant's medical condition from the applicant's physician(s) to the Employee Health Coordinator.
- c. A review of all medical data shall be conducted by the Employee Health Panel including, where necessary data provided through additional medical examination, consultation, and evaluation of the applicant. The medical criteria to be applied are whether the employee has demonstrated (1) a chronic condition which has required some life adjustment accompanied by prolonged and continuing treatment, (2) the transfer would be seriously detrimental to the employee's health, and (3) the condition would prevent the teacher from reporting to and/or performing regularly assigned duties at the other location.
- d. The Employee Health Panel shall render a decision regarding the applicant's request for medical exemption. Notification shall be sent to the applicant and to the Personnel Division by the Employee Health Coordinator regarding disposition of the exemption request. This notification shall set forth express grounds for denial of a request which has been disapproved.
- e. The Personnel Division shall make assignments based upon the decision of the Panel and shall notify employees regarding such assignment. Employees are required to report to the location to which assigned or reassigned pending final disposition by the Medical Appeal Panel and the Personnel Division.



- f. A written request for appeal from the Employee Health Panel's decision may be filed by the applicant. Such requests must be received by the Employee Health Coordinator within thirty days from the date of the Employee Health Panel's decision.
- g. If an appeal is filed, there shall be a hearing conducted pursuant to Section 8.4 above.
- h. If directed by the Medical Appeal Panel, there will be an adjustment of the applicant's assignment. Adjustment means assignment to a location consistent with the reason for which the exemption was granted.

8.6 All information listed above shall be available to the Medical Appeal Panel at the hearing, provided the claimant authorized release of medical information. Both the District and the applicant shall have the opportunity to present medical evidence and/or testimony. The application, attachments, and all medical information subsequently requested shall be considered to be confidential medical information and will be retained by the Employee Health Coordinator. The applicant shall certify that all information contained in the application is true and correct to the best of the applicant's knowledge.

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

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

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

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

- a. Top priority shall be applicants who have not been granted a requested transfer for two (2) consecutive years.
- b. Then, if there is more than one applicant for a position, the employee with the most consecutive years at the same location shall be given priority consideration.
- c. If a tie occurs, priority should be given first to time served in the same class and then to District seniority.

9.4 The administrator shall notify the appropriate offices as soon as an employee has been selected from the transfer list and the employee has either accepted or refused the assignment in writing. The

administrator shall notify each applicant of the selection decision after all applicants have been interviewed and shall keep a record of all interviews. A teacher not selected will be provided, upon request within ten days, with the reasons for the selection made.

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

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

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

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

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

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

## 11.0 Vacant Positions

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

- a. A position from which a teacher will retire or resign.
- b. A position held by a teacher on leave of absence except for leaves of one year or less for illness, sabbatical, pregnancy, or industrial injury.
- c. A position which is unfilled.

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

12.0 Return Rights

- a. Displaced teachers who fit into the following categories shall have return rights as set forth below:
  - (1) A teacher displaced from a school between the end of one semester and the fourth week of the next semester shall be returned to the school from which displaced if by the end of the fourth week, a vacancy occurs (based on the classification report) for which the displaced teacher is the most senior displaced "match" by reason of same subject field or grade (K6). If such displaced teacher is not a "match", the teacher may nonetheless be returned to a vacancy in a different subject under the above circumstances if:
    - (i) the teacher's credential permits
    - (ii) the teacher has some teaching experience in the subject during the preceding six semesters, and
    - (iii) the site administrator reasonably concludes that such a return is in the best interest of the educational program.
  - (2) A teacher displaced as a result of a school closure decision, reconfiguration, boundary change, or other action pursuant to Section 17.0 of this Article shall upon application be returned to the school from which displaced if before the end of the fourth week of the following fall semester a vacancy occurs for which the displaced teacher is the most senior displaced "match" by reason of the same subject field or grade level (K-6); if not a "match", the teacher must meet the criteria in (1) (a), (b) and (c) above.

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

13.0 Voluntary Continuous Service Transfers, K-12 Program:

- 13.1 Teachers with permanent or continuing status may apply for transfer under this section if either:
  - a. The teacher has, for at least eight consecutive years immediately preceding the proposed date of transfer, served at one or more locations currently designated as a Title I or Urban Impact I School, or

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b. The teacher has, for at least four consecutive years immediately preceding the proposed date of transfer, served at a location not currently designated as Title I or Urban Impact I but is willing to transfer to a Title I or Urban Impact I school. For the purposes of this section, a year is defined as 134 days of service. Time spent on formal leaves shall not count as time served, but shall not constitute a break in service.

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

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

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

13.5 Seventy-five applicants shall be transferred from category

- a. in 13.1 and 75 shall be transferred from category
- b. provided there are sufficient eligible applicants.

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

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

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

- a. The District shall analyze both the applicants and the known vacancies in terms of credential, subject field, grade level (K-6), and skills in an effort to find "matches" of vacancies and applicants, and place eligible teachers in such known vacancies prior to the use of displacement.
- b. If there is no vacancy remaining for an eligible teacher in anyone of the requested geographic areas, the District shall displace a teacher whom it has determined to be a "match" pursuant to the provisions of Section 6.0 of this Article.

13.9 The following procedures govern offers of transfer:

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

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- b. If an applicant refuses an offer of assignment (except a temporary assignment under 13.10 below) or fails to respond within the ten calendar days, the application will be voided for that school year.
- c. If a teacher accepts an assignment, then later declines or cancels for any reason, the teacher is subject to transfer to that assignment. The waiting period to apply again under the Continuous Service Transfer program shall be as stated in Section 13.1.
- d. The District shall continue to make offers of transfers up to and including June 25 in order to transfer 75 teachers from each category. Immediately after June 25, the District shall supply UTLA with lists of employees transferred pursuant to this section.

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

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

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

#### 14.0 Temporary Assignments:

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

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

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

- a. Teachers covered by medical or hardship exemption (Article XI, Section 8.0) and guaranteed Continuous Service Transferees (Article XI, Section 12.0).
- b. Certain teachers with return rights limited to:
  - (1) Those teachers displaced between the end of one semester and the beginning of the next semester, [Article XI, Section 12.0 (1)],

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- (2) Those teachers displaced as a result of a school closure decision, reconfiguration or boundary change [Article XI, Section 12.0a (2)], and
  - (3) Teachers returning to classrooms from non-classroom assignments (Article XI, Section 12.0 b.)
- c. Teachers assigned to a school that is being converted to a Los Angeles Learning Center or a Charter School who do not wish to remain at such school may opt out by indicating so no later than May 15. Such teachers may take advantage of any transfer rights they may have under the Agreement or will be transferred to a vacancy at a school within the geographic region in which the present school is located, or if no such vacancy exists, shall be transferred to another geographic area.
- d. Teachers transferred either as a result of having opted out of the Year Round School Program (Article XI, Section 17.0) or Magnet School, or out of the EIS program (Article XI, 7.0 b) and unassigned teachers displaced from closed schools (Article XI, Section 16.0),
- e. District-Wide Transfer List. Displaced teachers (Article XI, Section 6.0, 7.0) and teachers returning from leaves with no right to return to a specific location (Article XI, Section 7.0a.)
- f. Probationary contract waiver teachers, Section 7.5 of this Article.
- g. Teachers transferred under the Voluntary Teacher Initiated Transfer Program, Section 5.0.
- h. Teachers returning from Charter School Leave. i. Teachers newly hired.

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

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

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

16.0 School Closures, Reconfigurations, Boundary Changes and Other Actions Which Result in Movement of Groups of Students: The intention of this Section is to provide principles and rules to deal with the teacher assignment and reassignment effects of District decisions to move students as a group from one school site to another as a result of school reconfiguration (closures, boundary changes, etc.). With respect to the existing teachers at receiving schools in reconfiguration programs, it has been agreed that this faculty will not be affected in any way by the number of students and teachers who are reassigned, and who do or do not arrive at receiving schools, as a result of the reconfiguration process. In other words, incoming teachers or students will not be used to either cause displacement of existing

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teachers from receiving schools, or to "hold" existing teachers at receiving schools who would otherwise have been displaced. The principle articulated in the preceding paragraph is to be applied to faculty adjustments caused by school closures, boundary changes and other actions which result in the movement of students unless otherwise indicated in this agreement.

- a. The District shall, in its sole discretion or pursuant to court order, determine from time to time the capacity of each school, determine school attendance boundaries and grade level alignments/reconfigurations, determine which students and grades are to be assigned and reassigned to which schools and determine which schools are to be closed. Teachers are to be transferred, as provided hereinafter, so as to correspond to the movement of students and the special needs of students.
- b. The administrators of the related sending and receiving schools shall, in consultation with one another and with appropriate District offices, proceed to develop their respective enrollment projections and Master Programs for reconfigured grades for the upcoming school year, taking into account the movement of students contemplated by this Section, and the required and elective subjects for the reconfigured grades, and determine the number and type of teachers needed at each location. It is understood that a given junior high or middle school may at the same time be deemed both a sending and receiving school with the possibility of some teachers being transferred to accompany outgoing students at the same time that other teachers are being transferred in along with incoming students or to fill openings. Any necessary transfers of teachers will be effectuated between the senior high schools and the related junior high/middle schools, and then between the junior high/middle schools and the related elementary schools.
- c. A proportionate number of teachers (based upon staffing norms) from each sending school are to accompany the students to the receiving school(s). Also, where LEP students are transferred a proportional number of bilingual teachers shall be transferred with the LEP students to the receiving school, so as to maintain the existing level of bilingual services. Proportional number means the approximate ratio of bilingual teachers (as defined in Article XI-A, Section 3.0) to affected LEP students as existed at the sending school prior to transfer of the LEP students. However, bilingual volunteers will be sought first from the sending schools, before requiring such a transfer.
- d. The selection of teachers to accompany groups of students shall be as follows:
  - (1) The District shall make reasonable efforts to inform the faculty at the sending school of the number and type of openings available at the related receiving school(s). Teachers may then volunteer to transfer, using the District-provided form.
  - (2) Where there are fewer volunteers at sending schools than are needed, such volunteers shall be reassigned provided the receiving school has need for the volunteer's services grade level(s) or subject(s).
  - (3) Where there are more volunteers at a sending school than are needed, priority shall be given to those volunteers who during the majority of his or her teaching time during the previous three years taught the specific grade level and/or courses which are needed to be taught at the receiving school. If more volunteer(s) meet this criterion than are needed, the District shall select those with the most District seniority.

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

- e. Where the number of reconfigured students arriving at a receiving school is not sufficient to support the number of teachers previously assigned from sending schools, volunteers from among such teachers will be sought to return to the sending school(s). If there are not enough volunteers in the appropriate subject field(s)/grade levels, then teachers will be selected for return based upon the inverse of the order established in Section 17.0d(3). Any subsequent over-teachered condition at sending schools will be adjusted consistent with Section 6.0 of this article.
- f. After norm date (fourth week), teachers assigned to receiving schools shall be considered part of the regular faculty of receiving school, and subject to all terms and conditions which apply to the faculty at the receiving school. Any subsequent over-teachered condition at the receiving school will be adjusted consistent with Section 6.0 of this article. It is understood that sixth grade "Core Courses" at junior high schools are to be considered as a separate "program" under Section 6.0.

17.0 If a school applies to be converted from a traditional program to a Magnet School, procedures delineated by District policy shall be followed prior to submission of the application. Alleged violations of the policy or this Section are not grievable under Article V.

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

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

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## MASTER PLAN PROGRAM

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

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

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

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

1.2 In order to permit employees who have not yet met this requirement the time to do so, there shall be a two-year grace period for each employee. At the conclusion of the two-year period an employee who has not satisfied the above coursework requirement will be deemed ineligible for further participation in the Master Plan Program.

2.0 Culture and Methodology Incentive Stipends: Teachers who are monolingual or are not fluently bilingual have a role within the Master Plan Program. The following stipends (one-time incentive payments) will be offered to all qualified K-12 and pre-kindergarten employees serving in Master Plan programs, to promote the acquisition of training leading to successful passage of each of two State administered examination components (culture of emphasis and methodology) of the BCLAD Examination. All participating Master Plan employees, including monolingual teachers, are eligible for these stipends. The stipends total \$540 for each employee as follows:

- a. A stipend of \$270 per component shall be paid for verification of successful passage of each of the two BCLAD/ examination components (culture of emphasis and methodology). This stipend applies to Master Plan employees who at any prior time passed the BCLAD/BCC examination component(s).
- b. Those who immediately qualify for a differential under Section 3.0 below and who have previously passed the two examination components shall have the first \$540 received under the differential program deemed to be compensation for their prior passage of the two required components.

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Those who have received stipend payment for passage of the two components, and who then subsequently qualify for any of the differentials described in Section 3.0 below, shall have their prior \$540 stipend payment deemed to be an advance on their first differential payment.

- c. Those who possess A-level language proficiency, and are participating in a Master Plan Program, but have not yet passed one or two of the required examination components, will be permitted to commence receipt of the differentials described in Section 3.0 below, but such employees must verify passage of the two examination components within two years of commencing receipt of the differential in order to retain their salary differential (Section 3.0 and 3.3c below) beyond that grace period date.
- d. Restoration of Eligibility for A-Level Differentials: A-level employees who become ineligible for further differential payments because of not having passed both the culture and the methodology exams as set forth in Section 2.0c and 3.3b may become eligible again in the differential payment cycle following the one in which they verify passage of the required component(s), providing all other requirements are met.

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

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

3.1 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.

Effective July 1, 2001, any teacher who had received a BCLAD/BCC and or A-Level differential during the period from April 1, 1998 through June 30, 2001 shall, if qualified (see Sections 3.1 - 3.7), be eligible to receive the following annual maximum differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency. Fifty per cent (50%) of the annual bilingual differentials will be paid each semester. Employees in a Model A program are not eligible for a bilingual differential.

Certification/ Fluency	Waiver to Basic or Dual Language Program		Model B	
	PHBAO/CAP	Non-PHBAO/CAP*	PHBAO/CAP	Non-PHBAO/CAP*
BCLAD/BCC	\$5,406	\$1,060	N/A	N/A
A-Level Fluency	\$2,704	\$510	N/A	N/A

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\* As used throughout this Article, the term "CAP Receiver" or "PHBAO/CAP Receiver" is intended to refer solely to those schools, which are designated, as part of the Student Integration Plan, to receive LEP-ELL students transported from overcrowded PHBAO schools.

Newly hired teachers with a district hire date on or after July 1, 2001 and current teachers who did not receive a BCLAD/BCC and/or A-Level differential during the period of April 1, 1998 through June 30, 2001, shall, if qualified (see Sections 3.1 - 3.7), be eligible to receive the annual maximum differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and/or A-Level Fluency. Fifty per cent (50%) of the annual bilingual differentials will be paid each semester. Employees in a Model A program are not eligible for a bilingual differential.

Certification/ Fluency	Waiver to Basic or Dual Language Program		Model B	
	PHBAO/CAP	Non-PHBAO/CAP*	PHBAO/CAP	Non-PHBAO/CAP*
BCLAD/BCC	\$3,060	\$612	N/A	N/A
A-Level Fluency	\$1,530	\$306	N/A	N/A

As provided in Section 2.0, the first \$510 allocated to each employee who qualifies for the above differentials shall, on a one-time basis, be dedicated to payment of the \$510 total (or \$255 per component) culture and methodology incentive stipends. By the same token, employees who would otherwise qualify for the above differentials, but have not yet passed the two required culture and methodology components, will have the first \$510 (or \$255) of differential payment withheld pending passage of the tests.

3.1 Qualifications for BCLAD/BCC-Level Salary Differential: To qualify for the BCLAD/BCC-level differential as set forth in Section 3.0 or in the ESL differential of Section 3.4c, employees must meet the qualifications of Section 3.4 and also must possess and have registered, prior to assignment to the Master Plan Program, one of the following credentials:

- a. Bilingual/Cross Cultural Specialist Credential;
- b. Multiple Subjects Teaching Credential with Bilingual Crosscultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis;
- c. Single Subject Teaching Credential with Bilingual Crosscultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis;
- d. Bilingual Certificate of Competence (BCC); or
- e. Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Certificate.
- f. Bilingual Certificate of Assessment Competence (only for school psychologist and speech and language teachers.)

3.2 Qualifications for Alternative Certification Employees: Alternative certification employees, including but not limited to those who hold an emergency permit, pre-intern, university, or district Intern

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certificate, waiver, exchange or sojourn credential will be eligible for a bilingual differential only at the A-level rate, providing they have District A-level proficiency and meet all other requirements relating to that differential category

3.3 Qualifications for A-Level Salary Differential:

- a. To qualify for the A-Level differential, as set forth in Section 3.0, employees must possess and have registered, prior to assignment to the program evidence of passage of the District Fluency Examination at A-level, or evidence of passage of the BCLAD/BCC language component. A-level employees must also meet the qualifications as set forth in Sections 3.3b and 3.4.
- b. A-level teachers must, within two years of commencing receipt of the differential, verify passage of the two BCLAD/BCC test components (culture and methodology) as set forth in Section 2.0c.
- c. For special provisions relating to certain Secondary Teachers of ESL classes see 3.4c. below.

3.4 Additional Qualifications for Both BCLAD/BCC-Level and A Level Salary Differentials:

- a. Elementary teachers must, in a Waivered to Basic, Dual Language, or Model B program, deliver an appropriate Master Plan Program of instruction on a daily basis using the primary language of the LEP-ELL students whose number must be a minimum of one-third of the total classroom enrollment. The differential shall be pro-rated in the case of part-time assignments and for those assigned more than 20 days but less than a semester.
- b. Secondary teachers must, in a Waivered to Basic, Dual Language or Model B program, provide appropriate instruction on a daily basis using the primary language of the ELL students for a minimum of three academic instructional periods a day in order to receive the full differential. The differential shall be pro-rated for those assigned fewer than three qualifying periods and for those assigned more than 20 days but less than a semester. In a secondary Waivered to Basic or Model B academic period, if one or two students of the total enrollment are not identified as English Language Learners, the teacher shall not lose eligibility for a differential. If students redesignate during the semester and remain in the classroom, the teacher shall not be deemed ineligible for a differential. In the event that more than two students are not identified as English Language Learners and results in non-eligibility for a differential, the affected employee can request a review process pursuant to section 4.0 below.
- c. The foregoing notwithstanding, Secondary BCLAD/BCC and A-level teachers who are available to teach classes in the primary languages of ELL students, but who have instead been assigned to ESL classes for a minimum of three instructional periods a day, shall be eligible for a salary differential which is to be 50% of the differential they would receive if they were assigned to teach classes in the primary language. This differential shall be pro-rated as provided in Section 3.4 b above.
- d. Special Education (elementary and secondary) teachers must meet the qualifications as set forth above and provide appropriate Master Plan services for a minimum of fifty percent (50%) of the employee's work day. The corresponding pro-ration rules shall apply. e. Pre-kindergarten teachers must meet the qualifications for elementary teachers as set forth above.

3.5 Non-Classroom, Itinerant or Non-School Employees: Effective July 1, 2001, any non-classroom, Itinerant or non-school employee who had received a BCLAD/BCC and/or A-Level differential during the

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period from April 1, 1998 through June 30, 2001 shall, if qualified (see Sections 3.1 – 3.7), be eligible to receive the following differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency:

Certification/Fluency	PHBAO/CAP	Non-PHBAO/CAP
BCLAD/BCC	\$5,100	\$1,020
A-Level Fluency	\$2,550	\$510

A newly hired non-classroom, Itinerant or non-school employee with a district hire date on or after July 1, 2001, shall, if qualified (see section 3.1 – 3.7), be eligible to receive the following differentials if assigned and delivering appropriate Master Plan Program instruction requiring the BCLAD/BCC and or A-Level Fluency:

Certification/Fluency	PHBAO/CAP	Non-PHBAO/CAP
BCLAD/BCC	\$1,020	\$204
A-Level Fluency	\$510	\$102

- a. Non-classroom\* employees serving at a single school location must provide appropriate service on a daily basis in the primary language of the ELL students participating in a Master Plan Program for a minimum of fifty percent (50%) of the employee's work day. \* See Article IX, Section 3.4
- b. Itinerant employees serving at multiple locations shall be eligible for a pro-rated combined (all-District amount plus PHBAO/CAP Receiver) amount as follows:
  - (1) First, calculate the percentage of the employee's total work assignment which is in PHBAO/CAP Receiver schools (e.g., if 4 out of 5 days, the factor would be 80%). In order to qualify for any differential, this factor establishes the maximum differential possible. The non-PHBAO/CAP Receiver services are not to be considered further, regardless of their nature.
  - (2) Next, calculate the percentage of the PHBAO/CAP Receiver services which are rendered to ELL students/ parents and which require utilization of the students' primary language. The employee is responsible for maintaining accurate daily records (logs, contact forms, etc., as directed) and preparing appropriate and accurate summary reports documenting the nature and extent of such services. The records must reflect the language status of the person served, and the length of time the employee utilized the primary language. These records and reports are subject to supervisory approval and subsequent audit. Services to ELL persons, which do not require utilization of the primary language, do not count toward this calculation. If the factor calculated pursuant to this paragraph is 50% or more, the employee shall receive the percentage of the differential established in paragraph 1 above.



c. Non-school employees must participate in the Master Plan Program and utilize the primary language for a minimum of fifty percent (50%) of their workday. Calculations for these employees shall be determined pursuant to paragraph b. above.

3.6 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. Such differential payments shall be subject to pro-ration, as set forth above. 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.

3.7 Condition Precedent: Payment of the PHBAO/CAP Receiver portion of the Master Plan salary differentials is contingent upon State funding reimbursement (at the 80% level) through an approved expansion of the District's State-mandated Student Integration Program. In the event that any costs do not so qualify the program may be suspended or terminated immediately, and the program shall immediately be subject to reopened negotiations.

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

3.9 Committee Review: The existing District Bilingual Ad Hoc Committee shall be reinstated to review the Master Plan and create a method of evaluating the effectiveness of The Plan. The Committee will jointly determine the details of the review and evaluation. A joint report of the outcome of this review and evaluation shall be completed and distributed to by the District and UTLA.

3.10 Availability of Competency Exams: The District and the UTLA Article XXX Bilingual Subcommittee shall collaborate to provide opportunities for individuals to take the District fluency exams that are necessary to comply with the Master Plan qualifications.

4.0 Special Dispute Resolution Process for Secondary Teachers: Effective July 1, 2001, A secondary teacher providing Master Plan instruction in a Waived to Basic or Model B Program requiring 100% English Learners, who was deemed not eligible for a differential due to having more than two students who are not English Language Learners, may request a joint LAUSD/UTLA Differential Review. The Differential Review committee shall consist of two members. Both UTLA and LAUSD shall recommend one designee to serve on the Differential Review Committee. If an acceptable resolution is not reached through the Differential Review Committee, the teacher may appeal to the Local District Superintendent. The Local District Superintendent, in conjunction with a designee from Human Resources Division shall review the appeal on a case-by-case basis and the decision will be final and binding on a one time non-precedent setting basis.

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## 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-today 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

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- 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

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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 days, on account of the death of a member of the employee's immediate family 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 shall be granted. The immediate family 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
  - 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

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

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 regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her 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 and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her 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 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 must use all his/her accumulated illness/sick leave for a period of up to twelve workweeks. Once the employee has exhausted his/her accumulated illness/sick leave, for the remainder of the twelve workweek period, the employee will receive 50% of his/her salary.
  - b. An employee shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
  - c. The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
  - d. Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to the FMLA and CFRA.
  - e. Substitute and temporary employees are not eligible for parental leave.

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

11.1 A probationary employee shall be granted an unpaid childcare leave immediately following the pregnancy leave, birth or adoption, for the balance of the semester (or equivalent period of time in a year-round school, e.g., July 1-December 31 and January 1-June 30) in which the childcare leave commenced. The

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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.

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- 12.6 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year.
- 12.7 When an employee is absent under this section and such absence is properly verified, the employee will receive full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half pay up to the total of half pay days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 12.3. Pay for absence shall not be made in increments of less than .3 hours (18 minutes).
- 12.8 An employee who is absent shall be required to certify the reason for absence. Also, the District shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability under this section before authorizing any compensation.
- 12.9 An employee absent from duty for any illness, injury, or other disability for more than 5 consecutive working days shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child (Form 60.ILL) completed by the attending physician or a statement from the attending physician on letterhead attached to Form 60.ILL. Form 60.ILL shall be signed by the employee. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.
- 12.10 If a permanent employee resigns and returns within 39 months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless such had been transferred to another agency or used in computation of retirement allowance. Any other employee who resigns or is otherwise terminated and returns within 12 calendar months of the last date of paid service, shall be restored the number of hours of full-pay illness absence to which entitled, unless such has been transferred to another agency.
- 12.11 Catastrophic Illness Leave Program: Eligible employees may apply to receive full-pay illness donations through the District's Program of Donation for Catastrophic Illness and abide by its terms and conditions. This program is intended for those employees who are currently experiencing a catastrophic illness or injury and whose prognosis is that they are expected to return to work. Eligible employees may apply to receive full-pay illness donations through this program for up to two separate occurrences of a catastrophic illness or injury.
- 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:
- Allowable leave/absence shall be for up to 60 working days for the same injury or illness.
  - Allowable paid leave/absence shall not be accumulated from year to year.
  - 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

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

- d. When an authorized leave/absence continues into the next school year, the employee shall be entitled to only the amount of unused leave/absence due for the same illness or injury.
  - e. Each employee who has received a work-related injury or illness which requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury on a form to be provided by the District. This written report must be submitted to the immediate administrator within two working days after occurrence if the employee is physically able to do so. The site administrator shall, as a result of an investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on the District's Emergency Medical Panel. When the employee files the report of injury or illness, the site administrator shall notify the UTLA Chapter Chairperson of the reported injury unless the employee requests that the matter not be so disclosed. Also, if the employee reports or alleges that the injury arose out of an act of violence, the administrator shall report the incident to the School Police.
  - f. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination; and (4) applied in writing to the District for such an extension, using a District form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the Office of Risk Management and Insurance Services. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the employee health coordinator. An employee may be required during the extended period to be evaluated by the employee health coordinator at any time.
  - g. Employees covered under Section f. shall have the right to be transferred to the next appropriate opening available in the same or adjacent geographic region.
- 13.1 Upon exhaustion of the above-authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.
- 13.2 An employee absent under this section shall remain within the State of California unless the District authorizes the travel outside the State.

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- 14.0 Personal Necessity Leaves or Absence (Paid): Subject to the limits set forth below, an employee shall be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:
- a. Death of a close friend or relative not included in the definition of immediate family (as used in this section, the term "immediate family" shall be as defined in Section 9.0 of this Article);
  - b. Death of a member of the employee's immediate family, when time in excess of that provided in Section 9.0 of this Article is required;
  - c. Serious illness of a member of the employee's immediate family;
  - d. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
  - e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);
  - f. Religious holiday of the employee's faith;
  - g. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;
  - h. Other significant event 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

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grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.

- 14.1 The following limits and conditions are placed upon allowing a personal necessity absence:
- a. Except as in I., above, and (1), below, The total number of days allowed in one school year for personal necessity absence shall not exceed six days per school year for a probationary, permanent or provisional contract employee, or subject to the restrictions specified in Article XIX, three days per school year for a day-to-day substitute employee.
    - (1) If personal necessity absence is taken to attend to the illness of the employee's child, parent, or spouse, up to six additional days shall be allowed in any calendar year (to total 12 maximum days - see b below) for probationary, permanent, or provisional contract employees. However, this provision does not extend the maximum period of leave to which an employee is entitled under Family Care and Medical Leave, regardless of whether or not the employee receives sick leave compensation during that leave.
  - b. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the employee is entitled.
  - c. The personal necessity leave shall not be granted during a strike, demonstration or any work stoppage.
  - d. The employee shall be required to verify the nature of such necessity. Such statement shall be filed with the appropriate administrator no less than five working days in advance of a religious holiday, court appearance or school visitation. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist.
- 15.0 Sabbatical Leave (Paid): A permanent employee shall be granted a sabbatical leave of absence for up to one year for the purpose of permitting study or travel by the employee which will benefit the schools and students of the District under the following conditions:
- a. The allocated number of sabbatical leaves shall be: For 2004-2005, none.
  - b. The employee must have rendered satisfactory certificated service for at least seven consecutive years (of at least 130 full days of paid time) immediately preceding the effective date of the leave, not more than two of which may be in substitute status, unless the District in its discretion waives such requirement;
  - c. The employee must sign an agreement to study or travel according to a plan acceptable to the District;
  - d. The employee must agree to receive one-half of the applicable basic salary (excluding extra assignments) less appropriate deductions;
  - e. The employee must agree to render certificated service in permanent and paid status immediately following the leave which is equal to twice the length of the leave during a period not to exceed

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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 canceled 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.

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- 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.

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- 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.

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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 nonclassroom 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 abovementioned 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 onehalf 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 prekindergarten 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 fulltime 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.

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- 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.

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- 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,

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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 healthcare 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.

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## ARTICLE XIV

### SALARIES

A. 2022 - 2023

1. Salary Increase:
  - a. Effective July 1, 2022, all UTLA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
  - b. Effective January 1, 2023, all UTLA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
2. Nurse and Nurse Practitioner Market Equity Increase
  - a. Effective January 1, 2023:
    - i. All bargaining unit members in the position of School Nurse shall be moved to the newly developed UN Salary Table which will be created by taking line 27 of the C Basis, T table and adding \$20,000 to each step/column prior to the raise in Section A(1)(b) being applied
    - ii. All bargaining unit members in the position of Nurse Practitioner shall be moved to the newly developed NP Salary Table which will be created by taking line 34 of the C basis, D table salary T table and adding \$20,000 to each step/column prior to the raise in Section A(1)(b) being applied.
  - b. Effective July 1, 2023:
    - i. The onsite obligation of School Nurses shall be increased to seven (7) hours per day.
    - ii. The onsite obligation of Nurse Practitioners shall remain eight (8) hours per day.
3. Special Education Teachers Market Equity Increase
  - a. Effective June 1, 2023,
  - b. UTLA bargaining unit members working in Special Education shall be moved to the newly developed SE Salary Table.
  - c. The SE salary table will take the T table rates and add \$2,500 to the pay scale levels and groups for C basis after the wage increases in Sections A(1)(a) and A(1)(b) are applied.
4. Early Education Teachers Market Equity Increase
  - a. Effective June 1, 2023,
  - b. UTLA bargaining unit members working in Early Education shall have their annual salary increased on the A basis, C Table by \$1,500 after the wage increases in Sections A(1)(a) and A(1)(b) are applied.

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- c. The increase applied to the A basis pay scale levels and groups, and the new hourly rate shall then be used to calculate the increased rates for all other bases.

5. Market Equity Increase for Employees Assigned to the D Table

- a. Effective June 1, 2023,
- b. UTLA bargaining unit members assigned to the C Basis, D Table (with the exception of Nurse Practitioners moving to the NP Table) shall have their annual salary increased by \$3,000 after the raises in Sections A(1)(a) and A(1)(b) are applied.
- c. The increase applied to the C basis pay scale levels and groups, and the new hourly rate shall then be used to calculate the increased rates for all other bases.

6. Masters and Doctorate Differentials: Effective July 1, 2023, Adult Education and CTE bargaining unit members shall be eligible for Masters and Doctorate degree differentials referenced in Appendix E. Effective July 1, 2024, Early Education Center bargaining unit members shall be eligible for Masters and Doctorate degree differentials referenced in Appendix E.

B. 2023 - 2024

1. Salary Increase:

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

C. 2024 - 2025

1. Salary Increase:

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

ARTICLE XV

SALARY POINT CREDIT

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

1.1 Salary Point Credit on the Preparation Salary Table -- General Policy:

- a. (Effective April 26, 2005) In order to qualify for salary point credit, coursework must be directly related to the subjects commonly taught in the District (pre-K through grade 12) or the coursework must be completed as part of a broader accredited education program such as First Aid or CPR. The coursework must also enhance the employee's knowledge of the subject(s) taught as well as increase the methodology skills associated with teaching those subjects. As provided in Section 6.0 below, coursework used to meet minimum preparation requirements will not be granted salary point credit. See section 1.2 below for certain limited exceptions to these rules.
- b. Salary Point Credit for coursework consistent with the requirements of this article will become effective as provided in Article XIV, Sections 20.1 and 20.2. Appropriate documentation must be filed with the Salary Allocation Office. For coursework offered by accredited universities, the "U" form is used. For Professional Development Point Project Courses offered by certificated LAUSD employees, the "P" form is used. For Point Project Courses offered by non-accredited institutions, the "NA Approved" form is used. "P" and "NA Approved" courses must be reviewed and approved by the Joint LAUSD/UTLA Salary Point Credit Committee prior to the beginning of the course.

1.2 Salary Point Credit Guidelines: The following guidelines will apply to all coursework:

- a. Coursework must meet all established guidelines specified in the Agreement and request for salary point credit must be submitted on appropriate District forms.
- b. Credit for advanced degree differentials from an accredited college or University requires verification of the degree award.
- c. Salary point credit for repeat coursework shall not be allowed unless five (5) years have passed since the course was originally taken.

1.3 Examples of Approved Coursework:

- a. Coursework directly related to the subjects commonly taught (includes coursework leading to an advanced degree and coursework pursued for credential renewal requirements).
- b. Coursework leading to a new preliminary or clear teaching credential or certificate in designated shortage fields accepted by the District.
- c. Coursework leading to the acquisition of a District-identified "target" language.
- d. Coursework required for the acquisition of: certificates, credentials, or emergency permits issued by the Commission on Teacher Credentialing (CTC) in conjunction with the California Department of Education (CDE) to authorize the instruction of English Language Learners (ELL).
- e. Coursework required for acquisition of a Special Education certificate or credential.

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- f. Coursework related to teaching reading, teaching reading in the content areas, and teaching reading to speakers of other languages.
  - g. Coursework completed as a participant in District-sponsored projects that meet District needs and/or meet specific statutory requirements. (Child Abuse or Substance Abuse Prevention, Computer Literacy, etc.)
  - h. Coursework in a designated shortage field.
  - i. Coursework leading to an advanced degree in an appropriate subject field or leading to a preliminary or clear teaching credential.
- 1.4 Relevance of Training - Appeal Panel:
- a. Credit for qualifying training after date of hire will be granted as set forth in this Article. When a denial of training credit is based upon the District's determination that the training fails to satisfy the standards set forth in this Article, employees and new hires may appeal the denial of training credit to a joint panel consisting of two certificated employees selected by UTLA and two administrators selected by the District. The employee or the District may request that the joint panel reconsider its decision by submitting a written response to the panel within thirty days of receiving the decision. Decisions by the joint panel are final and binding.
  - b. If the panel is split in their decision two to two, the decision will be subject to an appeal in accordance with the grievance procedures set forth in Article V. If the same is split in their decision three to one, the panel will provide the employee and the District with a written explanation of the grounds for the majority decision.
  - c. The joint panel shall maintain a record of its decisions, and its decisions regarding relevance of training as defined in Section 1.1, above, will be accorded precedential value.
  - d. In an effort to avoid appeals, the District shall prepare and maintain a list of course examples in various subject areas which generally qualify for credit or which qualify for credit based upon special needs of the District at any given time. This list will be retained in the Salary Allocation Office.
- 2.0 Basis for Salary Point Allowance: Salary point credit shall be allowed an employee for approved study satisfactorily completed after meeting the minimum rating-in requirements established in Article XIV, Sections 3.0 and 3.1.
- a. All coursework must have a grade of "C" or better or show the equivalent of a passing grade (e.g., "satisfactory", or "pass") in order to receive credit. In all cases, coursework that reflects a grade of "D" or below (including "no credit", "unsatisfactory" or "No Pass") shall not be eligible for salary point credit.
- 3.0 Unit of Measurement for a Salary Point: For purposes of allocation to and advancement on the Preparation Salary Table, a salary point shall be (a) a semester unit as defined by the University of California or (b) a unit of measurement established by the District and deemed the equivalent of a University of California semester unit (15 contact hours with an instructor plus 30 hours of outside preparation for each semester unit). Quarter units awarded by some institutions of higher education in place of semester units shall be computed as the equivalent of two-thirds of a semester unit. Continuing Education Units (CEU) offered by the Extension Divisions and Schools of Continuing Education of some institutions of higher learning will be computed at the rate of two CEU's for one quarter unit or three

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CEU's for one semester unit. Other nonpreparation type courses and workshops may be considered for credit on the basis of thirty class hours for one salary point.

3.1 Distance Learning: Distance learning is defined as alternative deliveries of instruction other than strictly face-to-face contact with the instructor. Under distance learning, the definition of instructor "contact hours" is expanded to include a variety of instructional methods such as videotaped/televised lessons, electronic conferencing (e-mail, chat stations, collaborative on-line laboratories, etc.), telephone conferencing, residential conferences, etc. In all cases, the distance learning program must offer the employee opportunities to interact with the instructor. Distance learning programs that rely predominantly on print-based correspondence, will continue to be denied for salary point credit. (This section shall not apply to courses offered in accredited institution of higher learning as described in Article XV, Section 7.0)

3.2 Credit for coursework which does not meet the minimum standard requirement for contact hours with the instructor or the requirement for outside preparation, will be pro-rated for salary advancement purposes provided it meets all of the requirements of this Article. For example, a course for which a university awards one semester unit, but which has only twelve (12) contact hours, will be credited as .8 semester units for salary advancement purposes.

4.0 Point Credit for Study Completed Prior to Effective Date of Assignment: Point credit may be allowed for successful completion of Professional Development point project courses ("P" and "NA Approved) prior to the effective date of assignment to the Preparation Salary Table provided that the employee concerned either:

- a. Was a certificated employee of the District during the period of project attendance, or
- b. Prior to the enrollment in a project had filed with the District an official acceptance of an offer of employment for a certificated position.

5.0 No Credit During Paid Time: ~~(Effective April 26, 2005)~~ Salary Point Credit shall not be granted for any point projects, study or travel undertaken during LAUSD paid time. ~~or where tuition or other reimbursement was paid for by the District.~~ Examples of paid time include: the normal school day; pupil free days; professional development days; Buy-back days; hours compensated by professional expert, training pay, or in cases where a substitute was provided. ~~As an exception, point credit may be granted if the tuition or other reimbursement is paid by a grant or other special fund such as The Governor's Institute.~~ In addition, salary point credit may be granted for university credit awarded for student teaching pursuant to an accredited teacher preparation program.

6.0 No Credit for Study Used to Meet Minimum Requirements: Except as otherwise provided, units completed prior to earning a Bachelor's

7.0 Point Credit for Study in Accredited Institutions of Higher Learning: ~~(Effective April 26, 2005)~~ Salary point credit shall be allowed as provided in Section 3.0 for lower division, upper division, and graduate study in an accredited institution of higher learning, provided it meets all of the criteria set forth in this Article. An accredited institution of higher learning is a college or university accredited by a regional accrediting commission and listed in the current editions of the Education Directory, Colleges and Universities, published by the U. S. Department of Education or the Accredited Institutions of Post Secondary Education published by the American Council on Education.

7.1 All other requirements for salary point credit will be evaluated by the District Salary Allocation Office.

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8.0 Credit for Study in Schools Other than Accredited Institutions of Higher Learning: Salary point credit may be granted for study in organizations other than accredited institutions of higher learning provided such study meets requirements of Articles XIV and XV, and meets the guidelines of the Joint Salary Point Credit Committee, and is pre-approved by that committee.

8.1 (Effective April 26, 2005) Study undertaken in "nonaccredited" (NA) institutions subsequent to the employee's placement on the Preparation Salary Table for which point credit is requested must have been preapproved by the Joint Salary Point Credit Committee. All study must be completed within one year of the date of the committee's approval.

8.2 Joint District/UTLA Salary Point Credit Committee: (Effective April 26, 2005) The Joint District/UTLA Salary Point Credit Committee shall be comprised of eight members; the composition of the committee shall be four (4) teachers appointed by UTLA and four (4) administrators appointed by the District. Appointed members will serve staggered terms for training and succession planning purposes. The Joint Salary Point Credit Committee will function under the direction of two (2) co-chairpersons; one to be designated by UTLA and one to be designated by the District. A quorum of four (4) members is required, with no fewer than two members representing UTLA and two members representing the District. Committee decisions shall be made by consensus. Meetings shall be held once per month and an additional  $\frac{1}{2}$  day (evening) as required; such meetings are to occur on non-instructional time to the extent possible. The Committee is to have full access to District information concerning professional development offerings.

8.3 Joint District/UTLA Salary Point Credit Committee Responsibilities: The Joint District/UTLA Salary Point Credit Committee responsibilities consist of, and are limited to, the following:

- a. Review and pre-approval of applications from individuals, organizations, institutions (other than accredited institutions) to offer non-accredited courses to teachers
- b. Review and pre-approval of courses to be taken at nonaccredited institutions
- c. Review and pre-approval of a limited list of institutions form which the District will accept distance or on-line learning courses (correspondence based courses shall remain ineligible for salary point credit).
- d. Develop guidelines, consistent with the District/UTLA Agreement, for professional development point project classes offered through Local Districts/Divisions.
- e. Development and approval of related blocks of study for teachers, to be identified as "Professional Domains of Study", which shall be pre-approved for salary point credit.
- f. Review and approval of non-accredited professional development programs which could not reasonably be pre-approved.
- g. Review and approval of Educational Travel and Work Experience Projects requirements. Review and pre-approval of travel plan or work experience project submitted by employee.
- h. Review and development of recommendations to the District and UTLA with respect to simplifying and clarifying the rating-in and salary advancement process, and/or development of an alternative salary compensation model for teachers.

8.4 The Joint Salary Committee may also, in the exercise of its approval rights, impose reductions in credit or suspend or cancel approval of previously-approved classes if the Committee determines that a

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program or course does not meet requirements and should not receive the full unit value claimed by the provider. When the Joint Salary Point Credit Committee exercises these rights it shall immediately inform, in writing, the Director of Salary Allocation Office of its decision(s). Because it is a joint Committee, all of its decisions pursuant to sections 8.3 and 8.4 shall be considered final and binding, and not subject to grievance/arbitration procedures.

9.0 Provision for Professional Development Point Projects: Provision by the District for in-service education shall include Professional Development Point Project classes. These classes will be planned to offer additional study for qualified employees in the fields in which they are currently serving or planning to serve and will be intended to provide for a substantial increase in employees' skill, knowledge, and understanding of their current or planned assignment.

10.0 Planning and Scheduling Professional Development Point Project Classes Responsibility: The Division of Instructional Services shall be responsible for authorizing Professional Development Point Project Classes scheduled for employees. It shall be the responsibility of the Joint Salary Point Credit to insure that Professional Development Point Project Classes are planned with the involvement of the employees concerned and to meet their inservice education needs.

10.1 Professional Development Point Project Classes may be sponsored on a district-wide basis by recognized employee organizations in cooperation with the Division of Instructional Services.

11.0 Responsibility for Conducting Professional Development Point Project Classes: It shall be the policy of the District whenever feasible to conduct Professional Development Point Project Classes that are consistent with District instructional priorities, needs and legal mandates. Provision may be made by the Division of Instructional Services to offer courses in cooperation with institutions of higher learning. Participants in such courses may elect to receive either direct salary point credit or unit credit on payment of a fee to the cooperating college or university.

12.0 Selection and Payment of Instructors for Professional Development Point Project Classes: Instructors for Professional Development Point Project Classes must have an appropriate credential and be approved by the Division of Instructional Services.

12.1 Instructors of Professional Development Point Project Classes shall be paid at an appropriate professional expert rate as determined by the Division of Instructional Services or accept double salary point credit as provided in 13.2 below.

12.2 Instructors of Professional Development Point Project Classes may choose to accept double salary point credit in lieu of salary but will not receive double salary point credit for teaching the same course more than once.

12.3 Responsibility for instruction of a Professional Development Point Project Class may be distributed between several persons provided each person assumes full leadership for at least four class hours of a course.

13.0 Responsibility of Instructors of Professional Development Point Project Classes: Responsibilities of instructors of Professional Development Point Project Classes shall include:

- a. Conducting the course following an approved outline;
- b. Preparing and obtaining approval of an acceptable course outline for a new course;
- c. Maintaining an accurate record of enrollment and attendance;

- d. Ensuring that participants in the course are currently in or planning for the field in which the course is offered;
  - e. Providing for appropriate outside preparation and study by course participants; and
  - f. Completing and submitting all required records and forms, including course evaluations by participants.
- 14.0 Size of Point Project Classes: Professional Development Point Project Classes shall be organized on the basis of 15 or more participants, unless otherwise determined by the Division of Instructional Services or the office or school funding the class.
- 15.0 Fees for Point Projects: Employees enrolled in Professional Development Point Projects are not required to pay a fee as a condition of enrollment. Participants may be required to purchase materials to be used in connection with the point project in which they are enrolled.
- 16.0 (Effective April 26, 2005) Course Requirements for Professional Development Point Project Classes: Professional Development Point Project Classes shall be offered on the basis of fifteen contact hours for one salary point credit. The number of class hours scheduled for each class meeting shall be determined by the Division of Instructional Services. Outside study and preparation shall equal two hours for each class hour. Credit for classes that do not require outside study or preparation shall be allowed on the basis of one salary point for each thirty hours of satisfactory completion. For the purposes of this Section, Language Acquisition Classes shall be designated as classes which require outside study and shall be granted point credit accordingly.
- 16.1 Professional Development Point Project Classes may be scheduled from one to six units of salary point credit. Several classes or meetings requiring fewer than fifteen class hours may be combined to constitute a one point Professional Development Project provided that the time totals fifteen hours and all other requirements are met.
- 17.0 (Effective April 26, 2005) Salary Point Credit for Participation in Professional Development Point Project Classes: Qualified employees may receive salary point credit for satisfactory participation in Professional Development Point Project Classes on the basis of one salary point for fifteen hours of satisfactory participation plus required outside preparation. To qualify for credit, participants must not miss more than two class hours in a fifteen-hour class, except that a participant may be excused by the Administrator, Professional Development Programs, to perform necessary emergency duties for the District. All missed work must be completed on an independent assignment basis. Fractional credit for less than the required attendance is not authorized.
- 18.0 Salary Point Credit for Educational Travel Projects: Salary point credit shall be allowed for educational travel subject to the following conditions:
- a. (Effective April 26, 2005) A Travel Plan has been approved in advance by both the employee's immediate administrator and the Joint Salary Point Credit Committee;
  - b. The travel is for educational rather than recreational purposes and is carefully planned so as to result in a significant contribution to the employee's professional growth;
  - c. The Travel Plan includes:
    - (1) A day-by-day itinerary;
    - (2) Major points of interest to be visited; and

- (3) Written statement explaining the specific relationship of the trip, and the places visited to the employee's assigned responsibilities;
- d. A final written report is submitted by the employee to the immediate administrator for approval and forwarded to the Salary Allocation Office, the report must include:
  - (1) Day-to-day log of the trip;
  - (2) A written statement explaining how information and experience gained from the trip will be specifically used in the instructional program or related assignment for which the employee is responsible; and
  - (3) A typewritten comprehensive statement assessing the educational value of the travel for the employee;
- e. The travel does not include time during which study to be used for point credit is undertaken; and
- f. For employees hired on or after July 1, 1996 the point value shall be one salary point credit for each two weeks of travel, and a career maximum accumulation shall be seven salary points for educational travel. For employees hired on-or-before June 30th, 1986, the point value shall be one salary point for each week of travel, not more than 16 salary points shall be accumulated for educational travel during the entire service of the employee.

19.0 Point Credit For Educational Work Experience Projects: Point credit shall be granted for point projects which include employment provided the employment provides a substantial increase in the employee's skill, knowledge, or understanding of the work, is in an approved business enterprise and is in a practical arts field which will lead to salable skills for students.

19.1 The Career Development office shall convene a committee including the District work experience adviser to render advice and guidance in the establishment and administration of standards and procedures relating to point projects which include employment. The functions of the committee will include:

- a. Approval, denial, or suggestions for revision of all work experience project requests;
- b. Establishment of the point value of individual projects when approval to undertake them is granted. The committee shall have authority to revise the point value and study requirements of projects in instances where, of necessity, the employment conditions are changed during the progress of the employment; prior approval of such change must be obtained; and
- c. Establishment of maximum point values for educational work experience projects undertaken on leaves of absence.

19.2 Written approval on the official application form must be obtained prior to commencement of the employment portion of the project.

19.3 No point credit shall be given for participation in a point project involving employment until the entire project is satisfactorily completed. Evidence of satisfactory completion of the employment must be submitted at its conclusion.

19.4 Except in the case of an employee who is on leave of absence, the employment required in an educational work experience project must be undertaken and completed during the summer vacation period or during the off-track periods (excluding paid vacation time).

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19.5 Two consecutive weeks of approved employment shall be the minimum period of employment for an educational work experience project. Employment must be for the standard workweek for the particular trade or occupation. There shall be no fractional credit granted for fractional parts of a week.

19.6 The employment portion of an educational work experience project shall not include any time during which other study used for point credit is undertaken.

19.7 An approved business enterprise, within the meaning of this section, must be a bona fide and established organization. Self-owned, family-owned, or self-operated business enterprises do not come within the definition of an approved business enterprise. No point credit shall be granted for District employment.

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## ARTICLE XVI

### HEALTH AND WELFARE

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

- a. Every employee who is assigned half-time or more of a full-time assignment in one class, in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined pursuant to Article XIV, Section 1.1. For employees attaining eligibility under this paragraph the enrollment year shall be January through December.
- b. Employees who do not qualify under the preceding paragraph, but who in the previous school year were in paid status for the equivalent of 100 or more full days as a result of any one assignment or any combination of assignments in certificated service shall be eligible to enroll in a plan. For employees attaining eligibility under this paragraph, the enrollment year shall be September through August.
- c. Part-time contract employees described in Article XIII, Section 1.3 and new employees hired effective July 1, 1993 or later working one half-time with the other one-half time covered by a leave under Article XII, Section 21.1 may be eligible to receive a District contribution to the health and welfare benefits package that is prorated to the hours of contract service (e.g., a half-time teacher receives 3/6ths or 50 percent of the contribution cost for the full health and welfare benefits package); however, in order to receive the benefit of the prorated contribution, the employee must contribute the balance of the full cost.
- d. Adult Education personnel (except those mentioned below) are eligible to enroll in the full health and welfare program if assigned for one hundred and twenty (120) hours per pay period in one class code other than substitute or temporary, or have been in paid status in one or more class codes for 1200 hours during the previous school year. Those who do not meet such requirement will qualify for a part-time health plan (hospital and medical only, for employee plus one dependent), provided they are assigned for at least seventy-two (72) hours per pay period in one or more class codes other than substitute or temporary or have been in paid status in one or more class codes for seven hundred and twenty (720) hours during the previous school year. For those employees obtaining eligibility under the previous school year hours, the enrollment year shall be from September through August. Exempted from this change in requirements are those Adult Education employees who qualified during the 1979-80 school year based upon the previous rules and those Adult Education employees who qualified during the 2000-2001 ARTICLE XVIII school year based upon previous rules, and who have thereafter continuously maintained eligibility under the previous rules. With respect to employees whose hours are reduced below the coverage level, see Section 9.0 below.
- e. In order to remain eligible, the employee must be in paid status within the assignment basis. However, an employee in an unpaid status who later receives compensation from the District for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which such compensation is allowed. To obtain such reimbursement, the employee shall file application therefore with the District's Health Insurance Section.

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- f. In situations where employees are married to one another and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce or upon the retirement or death of the spouse, lose any rights the employee would otherwise have had as an eligible employee or retired employee.
- g. Substitute employees who satisfy the requirement in section (b) above and are in paid status for the month of May shall maintain their healthcare benefits through August without the requirement of being in paid status during the months of June, July and August. Substitute employees who are eligible for the subsequent plan year (September through August) shall not be required to be in paid status for the month of August.

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## 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 that date "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

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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 HOLD

1.6 Class Size Arbitration Procedures: If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority, where no other reasonable or practical options are deemed appropriate, to require consider all reasonable and practical options, up to and including the assignment of additional teachers to meet the class size and staffing requirements of this Article, be utilized consistent with Section 1.3 of this article but shall not have authority to award any monetary relief beyond any expressly delineated in this article.

1.7 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.

2.0 Class Size Averages & Maximums for:

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO	TK - 3	24.00	27
PHBAO	4 - 5 (6)	27.00	30
PHBAO Academic	(6) 7 - 8	27.00	30
PHBAO Academic	9 - 10	27.00	30
PHBAO Non-Academic	(6) 7 - 8	36.25	39
PHBAO Non-Academic	9 - 10	35.50	39
PHBAO Academic & Non-Academic	11 - 12	35.50	39
Desegregated/Receiver (Schools Governed by the Student Integration Program)	TK - 3	24.00	27
Desegregated/Receiver	4 - 5 (6)	32.50	36
Desegregated/Receiver Academic	(6) 7 - 8	32.50	36
Desegregated/Receiver Academic	9 - 10	32.50	36
Desegregated/Receiver Non-Academic	(6) 7 - 8	36.25	39
Desegregated/Receiver Non-Academic	9 - 10	35.50	39

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Desegregated/Receiver Academic & Non-Academic	11 - 12	35.50	39
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Type of School*	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	TK - 3	24.00	27
PHBAO Magnet	4 - 5 (6)	27.00	30
PHBAO Magnet	(6) 7 - 8	27.00	30
PHBAO Magnet	9 - 12	27.00	30
All Other Magnet	TK - 3	24.00	27
All Other Magnet	4 - 5 (6)	29.5	33
All Other Magnet	(6) 7 - 8	29.5	33
All Other Magnet	9 - 12	29.5	33

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

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. 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.

### 2.3 Other Regular Program Class Size Averages & Maximums:

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- 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.

2.4 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.

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.

#### 4.0 Problem Solving Grievance Process: Class Size Averages & Maximums

- a. ~~If the class size averages and/or maximums in this Article are exceeded beyond fifteen (15) instructional day of each semester work days after the norm day, upon request of an affected teacher(s), the site administrator shall conduct a review of the circumstances causing the violation.. 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.~~
- b. ~~The administrator shall then meet within five (5) work days with the affected teacher(s), grade level or department chair (add SLC lead teacher if applicable), and chapter chair to discuss the review, and provide a written explanation for the violation of class size averages and/or maximums and the efforts made to balance classes in order to meet the averages and/or maximums.~~
- c. ~~The parties will discuss options for meeting the required averages and maximums without limiting student access to a full range of course options in a manner which does not disrupt the instructional program or exceed the school's allocated resources. Such options may include a class size waiver for the school site in accordance with the waiver procedures described in LAUSD Policy Bulletin 6029.2 (January 15, 2014)~~
- d. ~~If an agreement is not reached on a solution following a-c above, the affected teacher(s) or UTLA may initiate a grievance in accordance with Article V of this Agreement. The timeline for initiating a grievance shall start upon completion of a-c above.~~

5.0 Counseling Services: The District shall maintain a secondary school counseling services ratio of 500-1 per secondary school. Once a school has exceeded 50% 40% the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 1,250 1,200 students would have 2 secondary counselors, while a middle school or high school with 1,254 1,201 students would have 3 secondary counselors).

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

5.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school.

5.3 In the event that the District is not able to meet the obligations of Sections 5.1 and 5.2 of this Article by October 1st of each school year, if UTLA files a grievance for alleged violations of those Sections, the grievance will be immediately placed into abeyance for a period of thirty (30) days in order to allow the parties to explore and identify options to resolve the alleged violation. Those options may include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.

- a. The parties may mutually agree to extend 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.

5.4 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.

6.0 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).

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

8.0 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.

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- 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.

9.0 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.

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## ARTICLE XIX

### SUBSTITUTE EMPLOYEES

1.0 Salary and Benefit Provisions: For salary and benefit provisions, including Base Rate, Incentive Rate, Extended Rate and Inter-session/Summer/Winter Session Rate, refer to Appendix E. The following substitute salary and benefit provisions are in effect for the 2004-05 school year only; salaries for 2005-06 are subject to reopen negotiations pursuant to Article XXXII.

- a. The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous 11364 accrual rate factor for paid non-working days described in Section 2.0 and the 3% longer days factor.
- b. Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table shall be \$159.26 per day effective July 1, 2004, and if the substitute serves in an extended status under Section 4.0, the daily rate shall be \$214.93 per day effective July 1, 2004 paid in accordance with the rates listed in Appendix E. The rates set forth in the previous sentence shall also be the sole rates available to contract teachers serving as substitutes during unassigned periods.
- c. Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (see Section 3.0.) shall be \$214.93 per day effective July 1, 2004 paid in accordance with the rates listed in Appendix E.
- d. Continuity Rate Increase: Substitutes who serve in place of employees paid on the preparation Salary Table shall have their rates of pay increased by one hour of pro-rated pay per day effective the first day following the completion of service equivalent to 130 days during the school year.
- e. Inter-session/Summer/Winter Session Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid \$115.96 effective July 1, 2004, at their hourly rate in Appendix E for a normal summer school day of four hours, their regular substitute pay rates notwithstanding. Substitutes in a single assignment for the entire summer or winter session shall be paid at extended hourly rate in Appendix E retroactive to the first day of the assignment including any additional hours worked as may be required of non-substitute teachers in similar assignments. If substitute pay rates notwithstanding in extended status pursuant to Section 4.0, the extended rate shall be \$156.51 per day for a normal summer school day. NOTE: Employees may have assignments of varying hours per day. Daily rates may be derived by dividing the rates above by four and multiplying by the assigned hours per day.
- f. Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified, but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than \$139.37 per day effective July 1, 2004, except as provided in Section 2.0b.
- g. As of July 1, 2001, Adult Education employees hired prior to July 1, 2001 serving as substitutes will be paid at the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.

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- h. Upon request, a Substitute working in a long-term assignment and/or a Substitute who has worked at least 100 days in each of the two preceding years shall be allowed to participate in District Professional Development Training on a space-available basis where funding is available or not required.

2.0 Paid Nonworking Days:

- a. The parties have agreed to a system of payment in lieu of the previous payments for illness, holidays, and vacation (Winter/Spring Recess). The system includes a "continuity rate increase," as described in Section 1.0d above, and also the "paid nonworking days" system described below. Payment for holidays pursuant to the previous Agreement was discontinued, effective November 4, 1983. Payment for Winter or Spring Recess was discontinued effective July 1, 1983.

Accumulation of paid illness allowance was discontinued effective November 4, 1983. However, any illness balance credited to a substitute employee may continue to be used pursuant to the provisions for its use in the 1980-82 Agreement.

b. Accrual rate for paid nonworking days:

- (1) In lieu of the previous lump sum payments for paid nonworking days, substitutes who serve in place of employees paid on the Preparation Salary Table have had the accrual rate factor folded into their rate of pay as described in Sections 1.0 and 4.0.
- (2) All other substitutes shall have the accrual rate factor folded in to their rate of pay retroactively, after they have been in paid status as a substitute for the equivalent of 35 full-time days from the beginning of the school year. (The accrual rate previously paid to Adult Education Substitutes is eliminated effective June 30, 2001.)
- (3) The above paragraph b.(1) is not applicable to contract employees on leave to serve as a substitute in a higher class. Such employees shall receive the rate of pay for the higher class in accordance with Article XIV, Section 9.0. Holiday and illness benefits shall be received on the same basis as a contract employee.

Nurses) on the active waiting list of applicants for the Incentive Plan, and who serve at schools of particular need as determined by the District, shall be paid at the Incentive Plan rate for that day. See also Section 3.3c below.

- 3.0 Incentive Plan: Incentive Plan substitutes serve in schools of particular need, as determined by the District, and thereby qualify for the daily incentive pay rate (Section 1.0c above). The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days.

- a. Substitutes (including School Nurses) on the active waiting list of applicants for the Incentive Plan, and who serve at schools of particular need as determined by the District, shall be paid at the Incentive Plan rate for that day. See also Section 3.3c below.

- 3.1 Eligibility: Eligible substitutes may apply to enter the plan at any time. School Nurses shall be included in the Incentive Plan. The Incentive Plan shall be applicable only to substitutes who are serving in place of regular K12 program employees paid on the Preparation Salary Table during the regular (September-June) academic year and who also meet the following qualifications:

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- a. Agree to serve in any grade level and/or subject field as reasonably determined by the District and at any school/center location according to District need.
- b. Are available a minimum number of days of availability per week as specified by the District; the District retains discretion to establish the requisite days of the week and/or number of days per week of availability for any calling area.
- c. Agree to serve as an incentive substitute for at least one semester.

Participants who do not continue to meet the obligations of a., b., and c. above, or who refuse an assignment, or who acquire more than five (5) unavailabilitys during a semester may be dropped from the plan and may be ineligible for restoration to the plan for a minimum of one year.

3.2 Priority for Selection: Seniority based on earliest uninterrupted date of assignment in the District as a certificated employee and number of days available for assignment shall be used to determine priority for selection of new participants in the Incentive Plan.

3.3 Incentive Substitute Assignment Procedures:

- a. Incentive Plan substitutes will be called for assignment pursuant to Section 5.3 of this Article, except that a limited number (at the District's discretion) of the participants with five-days-per- week availability may be assigned in advance on a daily basis to schools for service at those sites or be reassigned to other nearby schools as determined by the District. Substitutes with the longest travel distance will be given priority consideration for advance assignment.
- b. Incentive Plan substitutes may be name-requested by the site administrator of any participating school irrespective of 3, 4 or 5-day availability, but may not be name-requested by non-incentive plan schools. Participating schools shall not include non-incentive substitutes on their preferred calling lists.
- c. Non-Incentive Plan substitutes may be assigned to participating schools, but only after all available incentive substitutes have been assigned.

4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 20 consecutive working days in the same general education assignment or sixteen (16) consecutive working days in a special education assignment in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute daily rate as provided in Section 1.0b and c above retroactive to the beginning date of the assignment. Substitute teachers in extended assignments are entitled to any and all preparation time afforded to the classroom teacher for whom they are substituting. If directed to provide class coverage during the teacher's conference period, the substitute employee in an extended assignment will be compensated at their hourly rate. Days used by the substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in, the consecutive working days requirement. Upon the termination of the extended assignment, the substitute shall return to, and be paid as, a day-to-day substitute. Should that same substitute within five (5) working days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional working days, the substitute shall again be classified as an extended substitute and shall be paid the Incentive Plan substitute rate retroactive to the beginning date of the return to the position.

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4.1 Resident Substitute Program - Based on District and programmatic needs, the District may at its discretion initiate a Resident Substitute Program. This Program allows substitutes to serve in schools designated by the District in a daily capacity for one or more semesters. Resident Substitutes are assigned to the same school and serve as the first substitute of the day and provide support to classrooms at the discretion of the site administrator. Substitute employees wishing to become Resident Substitutes will complete an interest survey indicating their preferred region. The Substitute Division will assign Resident Substitutes to schools. Beginning December 2022, the employees selected shall receive the Substitute Residency rate of \$249.91 per day/\$41.65 per hour (refer to Appendix E for updated rates). Substitute employees participating in the Resident Substitute Program may accept Extended Rate assignments at their Residency school and may return to the Substitute Residency Rate at the conclusion of their Extended Rate assignment. The District shall solicit substitutes to participate in the program, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days. The District may renew the Residency Program on an annual basis with notice to UTLA.

4.1 A substitute may not be released from an assignment as the 21st day approaches in a general education assignment or the 17th day approaches in a special education assignment, for the sole purpose of preventing the substitute from qualifying for the extended substitute pay rate.

4.2 A substitute teacher who is assigned for ten consecutive days to an unfilled position in which the substitute teacher opens a class at the beginning of the school year or is assigned for ten consecutive days to an unfilled position in which the teacher closes a class at the end of the school year, or, in a secondary school, closes a class at the end of the semester, shall be paid at extended substitute rate.

5.0 Assignment Procedures for Non-Incentive Plan Substitutes: Day-to-day substitutes may apply to only one of the service areas (North – 1, 2, 3, 4; South 1, 2, 3; Central 1, 2, 3) for assignment. Day-to-day substitutes will be placed, upon request, on a calling list within the Calling Area but are subject to assignment to any school within the Calling Area and also, when necessary, may be assigned to any school in an adjacent calling area. Also, substitutes must be available for at least two consecutive days per week. (Friday/Monday meets the consecutive days requirement.) Substitutes who are unable to comply with the consecutive days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0.

5.1 Accepting Assignments: All initial assignments of substitute teachers, including those who are name-requested, must come from the substitute calling unit. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit.

A substitute who should have been assigned, but was not assigned due to a verifiable District error, shall be granted one of the following remedies, at the employee's option:

- a. a make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or
- b. cancellation of an "unavailable" charged against the employee.

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- c. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."
- d. A substitute who had a weapon brandished at him or her related to and during the performance of assignment duties may specify a "Don Not Send" designation for that school without being charged with an "unavailable."

5.2 Substitutes who are assigned by the Certificated Substitute Assignment Unit have a right to work and be paid for the service they provide whether at the school site to which originally assigned or if necessary, to an alternate assignment specified by the District. If assigned to an alternate assignment, paid service time shall be reported from the time of arrival at the original school site. If a substitute declines an alternate assignment, the substitute shall not be entitled to pay for that day; however, such substitute shall not receive an unavailable.

- a. The District shall maintain a list of school schedules at an employee self-service website.
  - (1) Assignments to SBM schools with adjusted schedules will be offered in the same manner as to non-SBM schools. No special "non-available" notation will be made as a result of an assignment offer to a S.M. school.
  - (2) The substitute on-site obligation at S.M. schools with adjusted schedules will not be greater than normal, even if the teaching time is lesser or greater. Pay for substitutes at such schools will not be adjusted to reflect the revised schedules.

5.3 Calling Priority Order:

- a. Contract pool teachers temporarily assigned to substitute pools, and year-round school teachers newly assigned or whose track is changed and who therefore need to make up time in order to complete one full year of retirement service credit.
- b. Incentive Plan Substitutes (see Section 3.0.).
- c. Substitutes requested by name and employee number, and available year-round school teachers off-track requested by name and employee number at their home school. The request list is limited to those who are available at least two days per week provided that they are available Friday and Monday and approved by the site administrator in consultation with the faculty.
- d. Remaining openings shall be filled from geographic area pools. Substitutes' names shall be arranged by the date of election to certificated service on separate lists for each pool according to service category (elementary K-6, or a given secondary subject field), and called in the following priority order:
- e. Remaining year-round school teachers off-track who were not assigned pursuant to c. and d. above or off-track teachers not available to substitute at their home school, and teachers on traditional calendars serving as substitutes during unassigned periods.
- f. Standby list (see Section 5.6.). These shall be assigned by seniority order within service category.
  - (1) Substitutes available five days per week.

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- (2) Substitutes available at least two consecutive days per week but less than five days.
- g. Year-round school teachers off-track and available to substitute at least two days per week at their home school, but need not remain available each week of the off-track period. These teachers shall be arranged by their seniority date within the service category (K-6 or a given secondary subject field) for assignment at their home school.
- 5.4 Assignments During Z Basis Periods: During the summer hiatus periods for traditional calendar schools and off-track periods for year-round schools (i.e., X/Z Basis - see Article IX, Section 10.0j) the calling priority order shall be as described in 5.3 above, but will be restricted to a limited number of substitutes who have volunteered for summer duty and have been selected, again based upon the above priority order.
- 5.5 During emergencies the above priorities may be temporarily suspended.
- 5.6 Standby Lists: A substitute may be changed from any high priority to the substitute unit's "standby list" for any of the following causes:
- a. Receipt of the second report of late arrival in any one semester, or traditional calendar summer recess period, which has been determined to be the fault of the substitute;
  - b. Receipt of the second "Inadequate Service Report" in any one semester or traditional calendar summer recess period; or
  - c. Ten "unavailable" in any one semester, or four during traditional calendar summer recess period. Off-track teachers shall be permitted not more than three in each off-track period. An "unavailable" will be posted each time a substitute:
    - (1) Refuses an assignment within the geographic limits set forth in 5.0 above. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for assignment of less than a full day.
    - (2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances:
      - (i) If the extended assignment conflicts with a previous commitment by the substitute for a different name-requested assignment;
      - (ii) If the substitute has already served ten consecutive days in the assignment; or
      - (iii) If the assignment is for a subject field other than that designated on their availability form.
    - (3) Fails to answer the telephone personally between 5:30 a.m. and 8:30 a.m. In the case of Early Education Centers, the hours are 7:30 a.m. to 9:30 a.m.
    - (4) Has a busy telephone line during two attempted calls during the hours specified in (3).

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- (5) Declares unavailability. However, if the substitute satisfies the District that the unavailability was for more than one day because of a continuing illness, (or compelling personal reason), only one "unavailable" will be charged for that period.
- d. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."
- 5.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not be honored for those on the standby list. A substitute who is placed on the standby list shall be given immediate notice thereof and an opportunity for prompt administrative review by the coordinator of the Certificated Substitute Assignment Unit. Such review shall be without prejudice to any rights the substitute may have under the grievance procedure. After a period equivalent to six working months, substitutes on the standby list may be returned to a higher priority, provided that an Inadequate Service Report was not received during that period.
- 5.8 Upon request, substitutes shall be advised of their rank on the calling priority list.
- 5.9 Each school shall post and distribute to teachers a copy of its substitute name-request list (preferred substitute list) and a copy of the list of off-track teachers (if any) available to substitute during their off-track periods. These lists shall include the teachers' employee numbers to ensure that the proper substitute is requested and assigned. Copies of preferred substitute lists shall be forwarded by the local sites to the Substitute Assignment Unit where they shall be available for review by the UTLA Substitute Subcommittee Chairperson.
- 6.0 Late Arrival: A substitute who cannot reasonably expect to reach a school before class begins must attempt to call the school upon accepting the assignment in order that appropriate interim coverage arrangements can be made at the school. A substitute shall not be considered late if their arrival time does not exceed one hour from the time the substitute accepted the assignment. If a regular teacher in a secondary school is doing replacement service for the class of a late arrival substitute, the regular teacher may complete the period of replacement service if one-half of the period has already been completed. See also Section 7.1.
- 7.0 Time Reporting: Substitute teachers must serve a full teaching day to receive a full day's pay. Time should be reported to the nearest tenth of an hour (6 minutes) from the time instruction begins. When the school's daily schedule reduces instructional minutes in order to provide professional development, such as Banked Time Tuesdays, substitute teachers shall have the right to participate in professional development and receive pay for the full day. Those who serve a full day shall be time-reported for the same number of hours as the employee for whom they are substituting.
- 7.1 Service for less than a full day will be compensated proportionately unless the late arrival is due to a late call from the substitute unit which does not permit the substitute to reach the school before class begins. If the substitute has complied with the provisions of Section 6.0, and the school confirms the time of the unit's call, the substitute will be given an opportunity to make up the late time (up to a maximum of one hour) at the end of the school day. Substitutes who are assigned for less than a full teaching day, but were not so informed at the time of the assignment offer (and it was not otherwise apparent) shall be entitled to a full day's pay, provided that they perform other duties as assigned for the balance of the workday. For example, if it is determined that a substitute was not informed of a half-day assignment, the substitute will be permitted to serve and be paid for a full day. The school must confirm the terms of the assignment offer with the substitute unit.

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7.2 A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated (e.g., UTP duties) shall be time-reported for the full time of the additional assignment.

8.0 Release from Assignment: Any employee serving as a substitute may be released from a particular substitute assignment by the immediate administrator or designee at the end of any working day. The official daily service slip completed by the office manager or designee, and reflecting hours worked, shall indicate whether the substitute has been held over or released from the assignment. This procedure shall not be applicable to substitutes serving in extended substitute assignment status.

8.1 Job Cancellation: Substitutes who have accepted assignments through the Subfinder, or subsequent replacement system, shall be given the opportunity to work the hours accepted if the assignment is canceled less than one hour prior to the start of the assignment.

9.0 Duties: A substitute is expected to perform in a competent manner all of the regular instructional duties of the absent teacher and other duties reasonably assigned by the principal. Failure to satisfactorily perform these duties may result in an Inadequate Service Report. Instructional and other duties and responsibilities include, but are not limited to:

- a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;
- b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;
- c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;
- d. Account for pupil attendance as prescribed by the school;
- e. Conduct class and enforce rules in accordance with school and Board of Education policies;
- f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods;
- g. Leave classroom in good order with a summary of the day's accomplishments;
- h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.

10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to class grade level, subject matter, assignment address, general or special education assignment, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), IEP and 504 Plan information, and security and emergency plans. The school discipline policy shall also be provided upon request.

11.0 Evaluations and Inadequate Service Reports: See Article X, Sections 7.0, 8.0 and 8.1. When a substitute receives an Inadequate Service Report at a school, either the principal or the substitute may request that the substitute not be assigned to that particular school in the future.

11.1 An Inadequate Service Report shall not be considered for the purpose of disciplinary action after a period of four years from the date of issuance. However, the Report shall be retained by the District as required by law.

12.0 Other Calling Lists: Separate calling lists shall be maintained for Development Centers and Early Education Centers.

13.0 Toll Free Calling: The District shall maintain a toll free telephone line.

14.0 Reorganization/Redesign of the Substitute Unit: The UTLA Article XXX Substitute Committee shall be permitted to give input to the District prior to any reorganization or redesign of the Substitute Assignment Unit or to the automated calling system.

15.0 The Substitute Unit shall create and maintain separate lists of substitute employees with specific credentials (including but not limited to BCLAD, CTE, etc.).

## 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 All personnel in categorically funded programs shall be employed under binding individual ("M" basis) employment contracts which shall not conflict with the provisions of this Agreement. Employees may utilize the grievance procedure with regard to alleged violations by the District of "M" basis contracts. "M" basis contracts shall specify the duration of employment, and shall terminate on or before June 30, of the year in which they are issued. If the duration of employment is to be extended beyond June 30, a second contract shall be issued to cover the balance of the employment period.

- a. The contract term for employees assigned to ROC/ROP programs shall be for the equivalent of a one-year "C" basis term.
- b. The contract term for employees assigned to Skills Center programs shall be for a term of one school year if funding is available.
- c. The contract term for a person hired to complete the term(s) of employment of an other person shall be for the duration of the original term(s).

2.2 All "M" Basis contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.

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 Non-Contract Personnel Release During Term of Assignment:

- a. All part-time (18 hours or less per week) Adult Education funded personnel may be released during their term of assignment only for the reasons stated in Section 2.2 above.
- b. Those with an assignment of 10 to 18 hours per week may utilize the grievance procedure for claimed violations of Section 2.2. above; the sole remedy for non-unit members (those with an assignment of less than 10 hours per week) shall be an administrative review by the Division Superintendent or designee, upon written request submitted within 10 days of notification of their release. Also, if it is contended by a non-unit member that the release violated Board Rules and/or administrative rules, the grievance procedure for non-unit members (see Article V, Section 23.0) may be utilized.

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 Staffing Procedures for Part-time and Other Untenured Positions: For initial staffing purposes all part-time (18 hours or less per week) and other untenured full-time positions or courses are to be filled as set forth below.

4.1 For any given academic term, the site administrator shall first develop a plan covering the courses to be offered and determine which of the current personnel are to be utilized. (See Section 4.7 and 4.8 below) These assignments need not be posted.

4.2 All remaining new or vacant part-time positions or courses shall be posted at the applicable time-reporting site. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.

4.3 The site administrator shall first consider those qualified applicants currently assigned to the site whose assigned schedule would not conflict with the additional work and who if selected, would remain in current status with the Division. "Qualified", as used in this subsection, means that the applicant: Has taught the same course or closely related (e.g. English 1,2,3,4) course in the same subject (either in Adult Education funded programs or "M" Basis categorically funded programs) during the most recent six semesters, possesses the requisite credential, possesses appropriate training and/or experience needed for the position, and possesses the needed instructional skills or qualifications as stated on the job postings.

4.4 Remaining unfilled positions shall be posted at the Division Central Office and at the time reporting sites and major branches and a copy faxed 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.

4.5 The site administrator shall select from among the qualified applicants at the site to fill each position before looking to other sources, provided that the site administrator shall not be so restricted when selecting for grant programs, partnership programs, community based programs, government/industry sponsored and/or other special contracts which involve other special selection

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arrangements. This special program/contract exemption shall be applicable only to bona fide programs, and shall not be used as an artifice to avoid the general requirements of this section.

4.6 During the initial staffing period prior to commencement of instruction, the site administrator shall equitably distribute the enrolled students among the teachers who are assigned to the same course and level at the same time and location.

4.7 In the case of current personnel who are not to be renewed due to elimination or reduction of educational offerings, lack of work or lack of funds (an "over teachered" condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:

a. The site administrator shall first identify the affected course(s), including closely related courses in the same subject (e.g. English 1, 2, 3, 4);

b. The longevity of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.

1. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the "consecutive" service requirement. Time spent as a continuing employee in DACE that does not meet the requirements for an additional year of longevity shall not result in the loss of the cumulative longevity requirement so long as such time does not exceed two school years.

2. To qualify for a year of longevity service, the individual must have served at least 380 hours during that school year excluding summer school. Prior to July 1, 2001 156 hours were required to qualify for a year of longevity.

3. Service in any Adult Education Division program shall apply. However, until such time as the District has the computer capacity to track service on a District-wide basis, the District will look solely to the service at the current time reporting site, unless the individual requests consideration of prior service from another site. Such a request must be made prior to May 1, to be effective for the next school year.

c. The person with the least longevity shall be released unless the site administrator reasonably determines that the person has needed instructional skills or qualifications not possessed by an employee with greater longevity.

d. The above release procedures shall be in effect throughout the initial staffing period and shall cease to be in effect when instruction commences. (See Section 7.0 for later releases resulting from falling attendance).

e. The above release procedures are not applicable to the special contract arrangements referenced in Section 4.5 above.

4.8 Courses which are created or become available after the initial staffing procedures are completed shall also be posted and filled as set for the above, but may also be filled immediately on an interim basis pending compliance with the posting procedures.

4.9 Personnel do not have an implied right to employment beyond their assigned term. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be given prompt written notice to the effect by the site administrator, and have the following rights:

- a. In the case of employees with an assignment of 10 hours or more per week the notice must have been preceded by compliance with the observation, records and assistance provisions of Article X, Section 5.0. In addition, either the administrator or the employee may invoke the final evaluation procedures of Article X, Sections 8.2 and 10.0.
- b. The rights of personnel with an assignment of less than 10 hours per week are limited to final notice and, for alleged violations by the district of Board Rules and/or administrative rules, the grievance procedure for non-Unit members as referenced in Article V, Section 23.0.

5.0 Staffing Procedures for Tenured Positions: All new or vacant positions of more than 18 hours per week identified as tenured positions shall be posted by June 1 for the fall semester and January 5 for the spring semester and filled at the discretion of the site administrator.

- a. Thirty hours per week (120 hours per pay period) is recognized as the full time equivalency (FTE) for all Adult Education funded classifications in which tenure is earned (currently ESL, Academic, Parenting, Programs for Older Adults, Adults with Disabilities and Teacher Counselors).
- b. Tenure shall be earned at any number of hours greater than sixty percent of the FTE or more than eighteen hours per week (more than 72 hours per pay period). The Division acknowledges that once tenure is acquired, it shall have an on-going obligation to offer assignments at the number of hours held by the employee when tenured. After completing the probationary period, employees may increase the number of hours for which they are tenured, not to exceed thirty hours per week (120 hours per pay period). 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 the thirty hours of FTE.
- c. The 2000-01 school year shall be counted toward tenure for eligible current probationary employees. In addition, employees who are tenured at 20 hours per week but who have been working for up to 30 hours per week in the same classification for the 1999-2000 and 2000-01 school years, shall be tenured at the hours worked effective July 1, 2001.

5.1 Tenured employees with the Division may apply for posted positions at not more than three time-reporting sites by completing a request for Transfer form. The forms shall be available at each time reporting site. Application shall be made to the appropriate site administrator.

- a. In filing a posted position, the site administrator shall interview not more than three transfer applicants and not more than three candidates from the Division's eligibility list for that subject area. The eligibility list interviewees shall consist of the two highest ranking candidates on the list and the highest ranking candidate currently assigned to the site at which the opening occurs.
- b. All interviews under this procedure shall be scheduled and held within one week of the deadline for application. The site administrator shall fill the position from among the interviewees and notify all persons interviewed of the selection decision. An applicant who refuses an offered tenured position shall be subject to Article XIII, Section 1.3.

#### 4.0 Uniform Staffing Procedures for DACE Classroom Teachers



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- 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.

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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.

5.0 The District has committed to replace tenured Adult Education positions which are lost due to attrition (resignation, retirement, death) provided that funding to DACE is equal to or greater than the available funding for the previous year and there is documented student need (e.g., increased enrollment, individualized student plans) in the subject area(s) for the positions.

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.

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 or 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.

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- 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 ~~The District agrees to continue the practice of paying an Earned Salary Allowance (E.S.A.) to employees in the Division. The threshold of eligibility shall be ten hours per week.~~

9.0 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.

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

10.1 ~~The Memorandum of Understanding dated December 5, 2002 shall be deemed incorporated herein, and the parties shall meet and discuss implementation thereof.~~

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

10.3 Part-Time Leave:

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- b. 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).
  - c. An application must be on file in the DACE Personnel Office by March 15 for the upcoming school year.
  - d. Eligibility for health and welfare benefits for employees who work less than half-time will be determined pursuant to Article XVI, Section 3.0.
- 11.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule. 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.

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## ARTICLE XXII

### SPECIAL EDUCATION

- 1.0 The District shall make a reasonable effort to maintain Special Education class size indicated in this article. In schools having two or more classes of the same category, class sizes will be based on the average of those classes in the school, rather than by individual classes. 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.
- 2.0 When If Special Education class has exceeded the cap by two or more students, the teacher may notify the Special Education Administrator. Within five (5) workdays of the notification, the District shall immediately remedy the situation, after consultation with the affected teacher, by taking one of the following actions:
- a. Transfer of excess student(s) to another class.
- b. The opening of an additional class if sufficient students are available.
- 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.
- 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 general education teachers for the duration of IEP team meetings, including any time outside of their scheduled conference periods.
- c. Every effort shall be made to provide substitute coverage for RSTs for the duration of the IEP team meetings.
- d. Release time will be provided for Itinerants, for whom there are no available substitutes.
- 5.0 Special Education Facilities: When locating and utilizing classrooms and facilities for Special Education, the District shall make a reasonable effort to integrate students with disabilities in the general education program.

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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 that the administrator deems it necessary to temporarily reassign a paraprofessional from an assigned classroom, the administrator will advise the affected teacher prior to pulling the paraprofessional 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.

7.1 All efforts shall be made to ensure that Special Day 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 disturbance who shall have two (2) paraprofessionals.

8.0 Restructuring of Special Education Delivery Services: The District and UTLA will continue discussions on the goal of restructuring the instructional delivery service model for students with disabilities which shall include the composition of Special Education Classes, 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 Resources Notebook: Special Education Department chairs shall be provided a link to the electronic Special Education 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: A Workload/Caseload Taskforce will be comprised of an equal number of members up to five

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(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 253 Article XXII – Special Education 2019-2022 UTLA Contract 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.
- c. Recommendations and strategies to assist staff in making up lost services hours for students.
- d. Strategies to better integrate/include students with disabilities into the general education program utilizing potentially available site-based resources.
- e. Input for revising the evaluation system to better reflect the standards of the respective professions.

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

14.0 Assessment: Upon request, special education teachers shall be given up to three (3) full release days per semester year, at no loss of pay, to complete-mandated assessments for students on their caseload.

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

#### 15.0 Special Day Class Size and Designated Instructional Services Caseloads for the 2019-2020 School Year

Type of Special Day Class	Class Size
Autism- General Education Curriculum (Aut C)	10 ( <u>9 beginning July 1, 2024)</u>
Autism - Alternate Curriculum (AUT A)	<u>8 6</u>
Deaf and Hard of Hearing (DHH)	6 (thru 8 years) 8 (9 years and up)
Visually Impaired (VI)	6 (thru 8 years) 8 (9 years and up)
Preschool for All Learners (PALs)	10
Preschool Collaborative Classroom (PCC)	10
Early Education Centers	10

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Preschool Collaborative Class with Expanded Universal Transitional Kindergarten (EUTK/PCC)	10 8
Preschool Comprehensive Program (PSC)	8
Emotional Disturbance (ED)	8
Intellectual Disability Moderate (IDM)	12
Intellectual Disability Severe (IDS)	10
Multiple Disabilities (MD)	8
Specific Learning Disability (SLD)	12

Designated Instruction and Services	Caseload
Adapted PE	70 <u>60</u> students
Audiology	80 students
Deaf/Hard of Hearing	35 students
Language/Speech	55 students
Orientation and Mobility	15 students
Visually Impaired	30 students

16.0 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.

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## ARTICLE XXIII

### EARLY EDUCATION CENTERS

- 1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of certain special conditions involved in Early Education Center operations.
- 2.0 Informal Leaves: Employees who desire to apply for informal permissive (unpaid) leaves of absence should refer to Article XII, Section 5.0.
- 3.0 Mileage: Mileage reimbursement shall be paid for miles driven between locations when an Early Education Center teacher is assigned to two locations per day.
- 4.0 Transfers Involving 8-Hour Assignments: See Article XI, Section 10.0.
- 5.0 Additional Hours of Work: a. All known and anticipated 4-hour openings not filled by an employee returning from leave, a displaced employee, or an employee already assigned to the site where the vacancy occurs, shall be posted at all Centers on or before the first day of each month. Four-hour employees who seek additional hours and who have on file a Statement of Availability requesting additional hours, may apply for any posted position by submitting an appropriate application to the Early Education Center Assignment Office within five work days of the posting. The most senior qualified applicant may be appointed to fill the position or selection may be made after interviewing the three most senior qualified applicants. b. Postings of positions shall include: The name and address of the work site, the proposed hours of the assignment (either morning or afternoon), any special skills and/or qualifications required, and a statement as to whether the position will be filled by the most senior qualified applicant or by the interview process.
- 5.1 In the event no current 4-hour employee applies for a posted opening, the District may, in its discretion, fill the position with a new employee or declare that a compelling circumstance exists and fill the position with a 4-hour employee assigned within the geographic region of the opening whose annual Statement of Availability Form shows a desire to work additional hours. Two refusals of an assignment under compelling circumstances (as provided above) may result in removal of an employee's name from the Availability List for the remainder of the school year.
- 5.2 Refusal of a substitute teaching assignment by a 4-hour employee, who has on file a Statement of Availability requesting additional hours, shall not prejudice the employee's eligibility for additional 4-hour openings.
- 6.0 Seniority List: The District shall maintain a seniority list for Early Education Centers and shall forward a copy to UTLA by July 1 and January 1 of each year.
- 7.0 Vacation Scheduling: See Article XVII Holidays and Vacation.
- 8.0 Late Hours: When teachers are required to remain on site beyond their assigned time due to parents' failure to pick up their children at the close of school, the extra time involved is to be recorded and when accumulated to a total of four hours shall be compensated either by straight-time salary or by released time to be scheduled at times agreed to by the District and the teacher. At the request of the teacher, this released time shall be scheduled in conjunction with vacation time. If the District and the employee have not agreed on the scheduling of the accrued released time prior to the close of the school

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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.

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## ARTICLE XXIV

### STUDENT DISCIPLINE 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 proper student discipline 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 conduct behavior and expectations applicable to students in the teacher's classes, supplemental to and consistent with the District-wide and local school rules.
- 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 conduct 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 the normal disciplinary measures offering student supports such as counseling, positive behavior modification techniques, parent conferences, conflict mediation support and/or office referrals for school wide positive behavior interventions and supports, the teacher may suspend from the teacher's class for that day and the following day for any of the causes set forth below in accordance with California Education Code 48900. However, this is not to suggest that teacher-imposed referrals suspensions from class are to be the sole primary, or even typical remedy for such offenses. Many of these offenses are likely to result in imposition of more extended administratively-imposed suspensions, criminal proceedings and/or expulsions. Therefore, in criminal or other severe situations where the student should not be released from direct supervision, teachers shall contact the site administrator for assistance before taking action. Subject to the foregoing, the offenses which may warrant a teacher-imposed suspension are as follows:

#### California Educational Code 48900

- a. Disruptive behavior or willful defiance of valid authority;

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- 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 laws with those directly involved with implementing identified strategies for the student.

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.

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.

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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.

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## ARTICLE XXV

### ACADEMIC FREEDOM AND RESPONSIBILITY

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

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

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

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

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

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

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



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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 (MOVED TO ARTICLE XXV-A, SECTION 3.0)

5.0 Academic Freedom and Ethnic Studies: 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. The LAUSD-UTLA Ethnic Studies Committee (Article XXV-A, Section 4.0) may provide input regarding these resources.

#### 5.1 [Moved to New Article XXV-A, Section 4.0]

\*The principal references for grading procedures and criteria are:

- a. Elementary School Progress Report Marking Practices and Procedures, Instructional Services BUL-339 (July 1, 2003)
- f. Marking Practices and Procedures in Secondary Schools, Instructional Services BUL-1353 (October 25, 2004)
- c. Roll Book for Junior and Senior High Schools, Form 34-H-I

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## ARTICLE XXV-A

### INSTRUCTIONAL COMMITTEES

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

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

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

4.0 LAUSD-UTLA Ethnic Studies Committee:

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

1. Provide input on the implementation of the mandated course requirement of Ethnic Studies, including the definition of Ethnic Studies, Student learning outcomes, and a model course syllabi for courses in the fields of Ethnic Studies.
2. Provide input on the selection or design models or providers of professional development for new and current teachers of all disciplines Ethnic Studies. The goals of the professional development shall include but will not be limited to focus on pedagogical practices, content knowledge and be community responsive.
3. Provide input on the development or selection of curriculum and teaching materials to be purchased for Ethnic Studies including ethnic studies/multicultural literature, and culturally and community responsive pedagogy, and on-line programs or supplementary material.
4. Investigate methods for expanding Ethnic Studies course offerings that may include gender specific courses and sexual identity. CCL
5. Provide input on the development and design of a joint university/district certificate and UTLA/LAUSD salary point credits for teachers of Ethnic Studies.

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

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

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## ARTICLE XXV-B

### BLACK STUDENT ACHIEVEMENT PLAN (BSAP)

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

2.0 Recommendations regarding the District-wide implementation, expansion and maintenance of the Black Student Achievement Plan program shall be made by the BSAP Steering Committee (BSAPSC).

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

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.

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## ARTICLE XXV-C

### COMMUNITY SCHOOLS

- 1.0 A Community Schools Steering Committee (CSSC) shall be maintained to support implementation, expansion, and maintenance of the Community Schools program. The Community Schools Steering Committee (CSSC) shall further work to expand the number of Community Schools in the District and the CSSC shall determine a process by which schools apply to begin the Community Schools Transformational Process. The CSSC shall be composed of sixteen (16) members, with eight (8) appointed by UTLA and eight (8) appointed by the District, and shall be co-chaired by one appointee from each entity. By June 30, 2025, 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 as Community Schools shall be provided an additional certificated FTE (e.g., Community School Coordinator) in support of students.
- 3.0 Appropriate Workspace: In accordance with Article XXXI, Section 2.0 of this agreement, Community School Coordinators shall be provided an appropriate workspace which shall be private and confidential when necessitated by the nature of the work.
- 4.0 In addition to the functions and responsibilities listed in Article XXVII, Section 2.4, the LSLC at each Community School shall have decision making purview over the following matters:
- a. All site-based professional development.
  - 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.
- 5.0 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.

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## ARTICLE XXVII

### SHARED DECISION MAKING AND SCHOOL-BASED MANAGEMENT

1.0 General: This Article addresses two critical issues in local school governance: 1) "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, and 2) "school based management"--which refers to the nature and scope of policy decisions to be made at the local school level as compared to the central District level, in an effort to reform or restructure the operations of the local school.

#### 2.0 Shared Decision Making--Local School Leadership Councils

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

Council Size	Number of Positions
16	5
14	5
12	4
8	2
6	1

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

- a. Regular Elementary schools (K-6)
  - over 1000 students 14
  - 1000 students to 500 12
  - Less than 500 students 8
- b. Regular Junior high/middle schools 16
- c. Regular Senior high schools 16
- d. Small Schools--are defined as follows, and shall have the size of school leadership council indicated, unless the principal and Chapter Chair jointly determine that a larger or smaller council is appropriate:

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

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

- e. Children Centers--When there are more than 3 teachers at a center, the rules for small schools shall apply. See d above. In determining the size of the center's Council, all teachers working at the center will be counted regardless of the number of hours worked. When there are 3 or less teachers at a center the size of the council will be determined by the site administrator and the Chapter Chair (council cochairs), 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

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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: The District agrees that the Each Local District 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.

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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.
- b. Determination of the following matters:
  - (1) Staff development program, including approval of any school-based professional development plans
  - (2) Student 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) 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) 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

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

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- 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 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). 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 October 15 to October 14 in traditional calendar schools, and August 1 to July 31 in year-round calendar schools. Subject to the approval of the existing Local School Leadership Councils, elections of secondary, elementary, non-certificated employees, and parent/community representatives for each year's term of office at single track common calendar 90/30 schools shall be conducted before September 23. Any elections for alternates and/or replacements (including teachers) are also to occur before September 23. Multitrack year-round schools' elections must be held and finalized prior to July 31. See Section 2.1 for special rules affecting Adult Education elections.
  - e. Local schools may lengthen the terms of membership (from one year to two years) on Local School Leadership Council, subject to the following procedures:
    - (1) Such a decision could be made only upon affirmative recommendation of the School Leadership Council and approval of the Principal and the UTLA Chapter Chairperson.
    - (2) In order to achieve staggered terms, a plan may include a phase-in period whereby some positions are initially one year and others are two-years.
    - (3) Procedures for implementation must be reduced to writing and published prior to any new elections, and a copy retained for public information in the school office.
    - (4) Any elected members must be able to complete their full term of office.

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- (5) Schools must at all times comply with the guarantees of the minimum number of parents as per Section 2.9e, below.
- 2.9 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) 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;
- 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. ~~Certificated employees of the District are not eligible for nomination.~~
- Certificated Employees of the District Nominations: Certificated employees with a child enrolled at a District school other than the school to which they are assigned, may nominate themselves to serve as a parent at their child's school with the following provisions:
- (1) The certificated employee's name on the parent ballot must clearly state that they are serving as a current employee of to the District and state the position they are serving in – e.g., "Jane Doe (currently employed as a teacher at another District location)".
  - (2) The certificated employee shall be subject to the results of the contractual parent election process outlined in this article.
  - (3) The employee may only serve as a parent on one LSLC in any one school year.
- c. Election Notices: Shall be sent home with students, and submitted to local newspapers serving the areas affected. The notices are to be mailed to the homes of off-track students.

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- 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 cochairpersons of the central council for final determination. Said cochairpersons may delegate this authority. Disputes relating to this Section 2.9 are not subject to the grievance procedures of the LAUSD/Agreement.

### 3.0 School-Based Management

- 3.1 UTLA and the District shall each designate one person to The Director of Pilot School Support and the Autonomous Schools Coach shall work collaboratively to oversee the implementation of the functions described below.

- a. Study of shared decision making (SDM) and site based management (SBM), and other reform programs
- b. Development of SDM and SBM training programs and other mutually agreed upon programs.
- c. Development of SBM program guidelines, recognizing the need to reconcile the concepts of local autonomy, self-determination and local diversity with the potentially conflicting concepts of accountability, standards and coordination.
- d. Information sharing.

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3.2 A local school decision to embark upon the development of a SBM plan requires a two-thirds vote of the certificated bargaining unit employees at the site, and concurrence of the principal followed by immediate involvement and full participation of parent and community representatives. Also, before the eventual local proposal for a SBM plan can be submitted for review/preliminary approval, it must have the formal approval of each of the three: certificated bargaining unit employees at the site, the principal, and the parents/community. Also, any such SBM proposal must contain statements of accountability and anticipated positive impact upon student achievement. All SBM plan approvals are to be conditional, and of a specific duration so as to permit future monitoring, review and revision. Other SBM requirements:

- a. Each SBM school shall continue to comply with all laws, contracts and District policies and directives, except to the extent that any proposed variations have been specifically identified in the Plan and any appropriate local option waivers have been obtained. There are no implied waivers. For example, a waiver permitting a new local school employee selection process does not waive the laws and policies governing non-discrimination and affirmative action. Similarly, a waiver permitting a change in name of a school's leadership council changes the name but does not change that council's authority unless so specified in the Plan.
  - (1) A waiver request approved at an SBM school according to applicable District guidelines and policies, including approval of the site principal, that is subsequently denied by the Local District Superintendent or designee may be reviewed/appealed according to this section.
  - (2) The review/appeal shall be directly to the General Superintendent and the UTLA President or their designees. These two individuals shall select a third person.
  - (3) The decision of this group shall be final and binding on all parties.
- b. All local options/waivers are subject to review annually. Any substantive changes to an approved Plan must be adopted in compliance with the School-Based Management Guidelines dated April 30, 1990.
- c. The School's SBM Plan shall not be interpreted or applied so as to impose any additional costs or funding obligations upon the District.
- d. Approval of a school's proposed SBM Plan is not to be regarded as precedent for other schools or for Plan renewal at the applicant school.
- e. Peer evaluation is subject to Article X. Any applicable State waivers and other provisions may be jointly determined by UTLA and the District. Before any peer evaluation may be implemented, teachers serving as evaluators must have completed the prescribed hours of training, unless State waivers have been requested and approved. Service as evaluator must be voluntary, and if it is paid, the school's proposal must specify the source of funds to be used for payment. District forms currently in use must be utilized. The school's peer evaluation plan must be reduced to writing and submitted to the union and the District for review prior to implementation.
- f. All employees new to the site and all prospective employees being considered for positions at the site are to be provided a written copy of the approved School-Based Management Plan including all related waivers. It is the responsibility of the site council to assure that all site employees are aware of the Plan and related waivers.

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g. Monitoring of SDM at the local sites.

h. Monitoring of SBM at the local sites.

3.4 Conflicts with Board Policy, the Collective Bargaining agreement or Conflicts with applicable Law and Regulations in LEARN Schools. It is recognized that SBM is an innovative process and that proposals may be considered which conflict with current Board of Education policy and/or current collective bargaining and/or applicable law and/or regulation agreements. In the event there is a conflict between Board Policy and/or a collective bargaining agreement and a SBM proposal, the District and UTLA shall each consider at their discretion whether a waiver or a change in the conflicting policy or agreement is appropriate. Any decision of a SBM school which is in conflict with any state or local law or regulation shall be null and void, unless, with the agreement of the District and UTLA, a waiver or exemption has been obtained.

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## ARTICLE XXIX

### CHARTER CO-LOCATION

In addition to creating a working group led by the chapter chair or designee, LAUSD and UTLA agree to the following new Article relating to co-location issues:

1.0 When any charter school visit is conducted at a school for the purpose of examining the campus configuration for co-location, sometimes referred to as a "walk through," the site administrator will invite the UTLA chapter chair to participate.

2.0 By December 1st and February 1st of each school year, the District will provide UTLA with any completed "Proposition 39 Facilities Request" forms.

3.0 At each school with a co-located charter school, UTLA shall have the right to designate, pursuant to its procedures, one employee to serve as the co-location coordinator. Annually, UTLA shall provide to each site administrator the name of the UTLA co-location coordinator. A UTLA co-location coordinator shall be invited and allowed to participate in all co-location related trainings provided to co-location administrators.

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 colocation 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 colocation 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.



## ARTICLE XXX

### SPECIAL COMMITTEES

Three member subcommittees as designated by UTLA shall meet periodically with the District administration responsible for the following areas to discuss matters of concern. In addition, these groups are to function as subcommittees of the negotiating teams during contract renewal negotiations, with the understanding that they may draft preliminary recommendations for consideration by the parties' full negotiations teams. UTLA and the District may designate one or two members of their respective negotiations teams to participate in any such meetings. The designated subject areas for these special committee meetings are:

1. Adult Education
2. Bilingual
3. Early Education Centers
4. Counselors
5. Traveling Music Teachers Arts Education Itinerant Teachers
6. Librarians
7. Mentor Teachers
8. Psychologists
9. Special Education
10. Substitutes
11. Multitrack Schools
11. California State Preschool Program (CSPP)
12. Charter Colocation
13. Others may be added by mutual agreement as special needs arise

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## ARTICLE XXXI

### WORKING CONDITIONS

Items relating to Special Education have been moved to Article XXII Special Education. Please see below for specific corresponding Sections.

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

2.0 Workspace: Each itinerant bargaining unit member shall be assigned an appropriate workspace at school sites to meet the requirements of the assignment, including but not limited to room and restroom keys, a workstation, 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 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.

3.0 [Reserved]

4.0 Special Education Facilities: Moved to Article XXII, Section 5.0

5.0 Special Education Moving Assistance: Moved to Article XXII, Section 6.0

6.0 IEP Meetings: Moved to Article XXII, Section 4.0

6.1 Special Education Trainee/Assistant Interview Process: Moved to Article XXII, Section 9.0

7.0 Special Education Resources Notebook: Moved to Article XXII, Section 11.0

8.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: Moved to Article XXII, Section 10.0

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

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

9.1 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.

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LAUSD-UTLA

MEMORANDUM OF UNDERSTANDING

**Special Education Initial Assessments**

The parties agree to implement a Special Education workgroup comprised of up to five (5) members appointed by the District, and up to five (5) members from the UTLA Bargaining Unit, appointed by United Teacher Los Angeles. The workgroup shall meet four (4) times during the 2023-2024 and 2024-2025 school year to recommend strategies for the completion of initial assessments for students enrolled at a District school and/or those identified through the Local Education Agency (LEA), including private schools. Recommendations will include systems and/or structures to support the completion of initial assessments within a school, region or District setting.

During the period of time covered by this MOU while the workgroup recommends strategies for implementation, the following shall apply:

Resource Specialist Teachers and Designated Instruction and Service Providers within three (3) of the caseload maximums as provided in Section 15, shall be compensated up to two (2) hours of pay at their regular hourly rate for each initial assessment beyond five (5) per year.

This 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.

Anthony DiGuglio  
LAUSD

8/24/23  
DATE

Jeff Good  
UTLA

4-24-23  
DATE

LAUSD-UTLA

MEMORANDUM OF UNDERSTANDING

Student Support Staffing MOU

1.0 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) academic counselor, PSW, PSA, and School Psychologist, and four (4) LAUSD appointees. The task force shall meet no less than six (6) times for the 2023-2024 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. The task force shall meet no less than four (4) times per year starting with the 2024-2025 school year for the same purposes and shall have additional meetings to address the provisions of Section 5 below.

2.0 Psychiatric Social Worker (PSW):

- a. Beginning July 1, 2024, schools with enrollment of 600 students or more shall be provided a centrally District funded PSW position.
- b. Beginning July 1, 2025, schools with enrollment of 1,200 students or more shall be provided an additional centrally District funded PSW position (total of 2 FTE).

3.0 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.

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

- 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

5.0 In the event that the District is not able to meet the obligations of Sections 2.0- 4.0 of this MOU 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 UTLA-LAUSD Student Support Staffing Task Force to explore and identify options to resolve the alleged violation. Those options may include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.

- a. The parties may mutually agree to extend 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.

This non-precedent setting agreement is for the 2023-2024, 2024-2025 and 2025-2026 school years and may be renewed by mutual agreement.

A handwritten signature in blue ink, appearing to read "Dr. J. Gifford". It is written in a cursive, flowing style with some vertical strokes.

TD

United Teachers Los Angeles

DATE 4/24/23

Cathy D. Mayes

Los Angeles Unified School District

DATE 4/28/23

**LAUSD-UTLA**

**MEMORANDUM OF UNDERSTANDING**

**BLACK STUDENT ACHIEVEMENT PLAN**

This memorandum of understanding is agreed to by United Teachers Los Angeles (UTLA) and Los Angeles Unified School District (LAUSD)

- 1.0 Black Student Achievement Plan Schools: The Black Student Achievement Plan (BSAP) was approved by the LAUSD Board of Education in February of the 2020-21 school year. Funding allocations have been earmarked to address the longstanding systemic disparities and failures in educational opportunities and outcomes between Black students and their non-Black peers. The BSAP addresses the need for culturally responsive curriculum and instruction as the classroom norm, fosters partnerships with community-based organizations with proven track records of success within the Black community and provides increased staffing support to address the academic and social-emotional needs of Black students.
- 2.0 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. Secondary Counselors
  10. PSW
  11. PSA
  12. Restorative Justice Teacher
  13. School Climate Advocates
  14. Safe passages partnerships
  15. Parent Workshops and Community Fair
  16. Historically black Colleges and Universities Tour
  17. Spotify Math and Music Technology and Teaching PD
  18. Black Cultural Arts Passport
  19. Black Student union Grant
  20. STEM Makerspace Labs
- 3.0 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) Academic 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.
- 3.1 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.



3.2 Each Group 2 BSAP Secondary school shall be allocated one (1) Academic 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.

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

This non-precedent setting agreement is for the 2023-2024, 2024-2025 and 2025-2026 school years and may be renewed by mutual agreement.

Anthony DiSogno  
LAUSD  
David Jifford  
UTLA

4/24/23  
DATE  
4-24-23  
DATE

LAUSD-UTLA

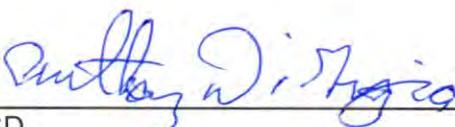
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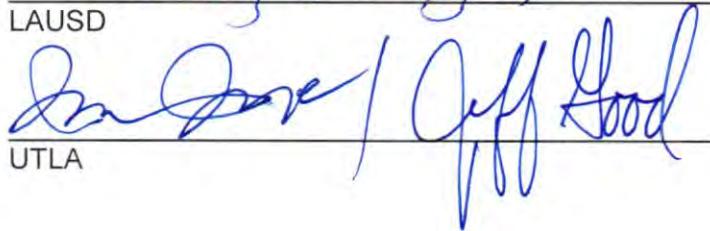
COMMUNITY SCHOOLS

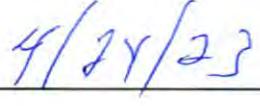
This memorandum of understanding is agreed to by United Teachers Los Angeles (UTLA) and the Los Angeles Unified School District (LAUSD).

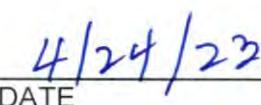
- 1.0 The District shall establish and maintain a total of four District-wide LAUSD Community Schools Coach positions to support the implementation of Community Schools. The LAUSD Community Schools Coach position shall be part of the bargaining unit represented by United Teachers Los Angeles and be selected by a joint committee equally comprised of LAUSD and UTLA appointed members. The LAUSD Community Schools Coach positions shall work on A-Basis.
- 2.0 The Community Schools model will be expanded in accordance with the following:
  - a. Effective July 1, 2023, all schools selected to participate in the Community Schools Transformational Process shall receive a \$250,000 allocation from LAUSD for their first year of implementation.
  - b. Effective July 1, 2023, Community Schools shall receive an annual allocation of \$250,000.
  - c. Each Community School shall use part of their centrally allocated funds to purchase a full time Community School Coordinator.
  - d. Community School Coordinators shall work on B-Basis.
  - e. Community School Coordinators shall have return rights to their previous assignment and worksite in accordance with Article XI, Section 12.0 (Transfers).

This non-precedent setting agreement is for the 2023-2024, 2024-2025 and 2025-2026 school years and may be renewed by mutual agreement.

  
LAUSD

  
UTLA

  
DATE  
4/24/23

  
DATE  
4/24/23

LAUSD-UTLA

MEMORANDUM OF UNDERSTANDING

HEALTHY GREEN PUBLIC SCHOOLS

Consistent with the 2022-2026 LAUSD Strategic Plan and the UTLA Beyond Recovery platform, the parties agree to the following:

1.0 In August 2022, the District established a Climate Curriculum Implementation Task Force (CCITF) to support the goals of Climate Literacy. Going forward from the signing of this agreement, the CCTIF 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, either 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, expansion and maintenance of outdoor education space, programs and green space.
- c. The creation of instructional partnerships and opportunities for youth to obtain internships and apprenticeships for green jobs.
- d. Career Technical Education (CTE) opportunities in fields that support green energy and reduce greenhouse gas emissions.
- e. The installation of solar panels on District facilities using unionized contractors.
- f. Increasing the number of electric buses in the District's fleet using unionized contractors.
- g. The partnership with LA Metro to extend no-cost public transportation for students.
- h. The installation of water filtration stations and the removal of detectable levels of lead from school drinking water fountains tested at 5 ppb of lead or higher.
- i. Exploration of stormwater collection on District land
- j. Increased installation of universal electric Vehicle (EV) chargers on school campuses for charging passenger vehicles.
- k. Partnerships with outside organizations in order to streamline and or defray costs of school greening.
- l. CCITF shall provide written recommendations to the Chief Ecosustainability Officer no later than June 30, 2024.

2.0 Each school shall have a "Climate Champion" who shall be part of the UTLA bargaining unit and shall have the following responsibilities:

- a. Attend four (4) Professional Development sessions
- b. Develop, support, and promote the implementation of climate change education across all curricular areas.



- c. Establish a support structure in collaboration with the principal and school site leadership team to aid the implementation of Climate Change curricula.
- d. Promote the use of the Climate Change curricula Schoology group.
- e. Read communications from the Climate Literacy Task Force and other climate related working groups and share with school staff as appropriate.
- f. Monitor how climate literacy is being integrated into classroom lessons in the area of language acquisition, English language arts, math, science, history/social science, health, arts, physical educations, and social/emotional learning.
- g. Attend the quarterly convening of the Climate Literacy Task Force.
- h. Provide regular evidence/image of efforts towards Climate Literacy (what has changes/measured against starting point and current situation)
- i. Maintenance of activity log.

3.0 Climate Champions shall receive a stipend of \$1800 per year, payable by semester.

4.0 Health and Nutrition Task Force - The parties shall create a task force with equal numbers of LAUSD and UTLA appointed members. This task force shall consider food insecurity, nutrition, culture and sustainable food sources and its impact on the instructional program. The task force will make recommendations to the district.

This non-precedent setting agreement is for the duration of the parties' 2022-2025 Collective Bargaining Agreement and may be renewed by mutual agreement.

Anthony J. Giagio  
LAUSD  
Donna J. Huff Good  
UTLA

4/24/23  
DATE  
4/24/23  
DATE

LAUSD-UTLA

MEMORANDUM OF UNDERSTANDING

SUPPORT FOR IMMIGRANT STUDENTS AND FAMILIES

1.0 LAUSD/UTLA District Immigrant Support Committee: A joint District-UTLA committee shall meet 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.

2.0 The District shall seek opportunities to secure additional funding in order to create comprehensive, one-stop cradle-to-career (C2C) hubs. C2C Hubs shall consult with Dream Centers located throughout the district for guidance on services offered to immigrant and newcomer families. LAUSD teams assigned to these hubs, would serve students and work with neighboring schools in the community to promote prevention and early intervention wellness efforts across the regions. These hubs would provide adult education programs, health and human services, and career paths. In addition, the District will collaborate with external partners, including Federally Qualified Health Centers and other community partners, to combat negative health and wellness influencers affecting students and their families. These services will support the post-pandemic recovery by developing resilient school communities with protective factors against academic barriers.

3.0 District shall make every effort to expand existing partnerships and develop new partnerships with legal clinics, legal organizations and law firms to facilitate the provision of low cost or no cost services to immigrant students and their families.

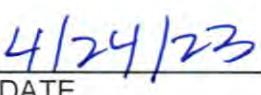
4.0 LAUSD shall provide UTLA bargaining unit members with professional development related to the needs of immigrant students and their families.

5.0 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.

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.

  
LAUSD

  
UTLA

  
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LAUSD-UTLA

MEMORANDUM OF UNDERSTANDING

HOUSING SUPPORT

1. The District and UTLA shall work collaboratively to maintain school-based supports for unhoused youth and resources for student families facing eviction or other housing emergencies.
2. 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 services.
3. The District and UTLA shall establish 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, 2024, the Community Housing Task Force shall provide written recommendations to the Deputy Superintendent of Business Operations regarding the use of the identified District property.
4. The District and UTLA shall 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.
5. The District and UTLA shall collaboratively advocate for fair and affordable housing and tenant protection including enforcement of the Tenant Protection and Anti-Harassment Ordinance.

This non-precedent setting agreement is in effect for the term of the 2022-2025 Collective Bargaining Agreement, after which it may be renewed by mutual agreement of the parties.

LAUSD

*Bethany D. Hines*  
*Denee Jose / Jeff Hood*

DATE 4-24-23

UTLA

*4/24/23*  
*4-24-23*

DATE

UTLA-LAUSD

MEMORANDUM OF UNDERSTANDING

AUTONOMOUS SCHOOLS

The Parties agree to continue to honor Pilot, ESBMM and LIS plans that have been previously approved through the RFP process.

The District shall establish an Autonomous Schools Task Force with an equal number of LAUSD- and UTLA-appointed members. The Task Force shall collaborate in determining a plan to support Pilot, ESBMM and LIS schools.

The current position of Autonomous Schools Coach shall remain a full-time, District-funded E-Basis UTLA bargaining unit member. The Autonomous Schools Coach shall be an automatic member of the Autonomous Schools Task Force.

This non-precedent setting agreement is for the duration of the parties' 2022-2025 collective bargaining agreement and may be renewed by mutual agreement.

*Anthony DiNizio*  
LAUSD  
*Indrajeet Singh*  
DATE UTLA

*4/24/23*  
UTLA DATE  
*4-24-23*  
DATE

LAUSD-UTLA

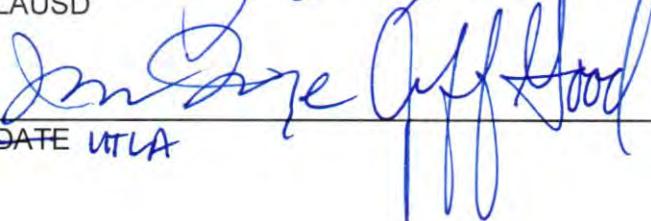
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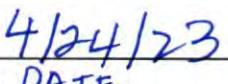
ITINERANT ASSIGNMENT DISPUTE RESOLUTION PROCESS

With regards to the Itinerant Assignment process outlined in Article IX-A, Section 8.0, the parties agree to pilot a dispute resolution process for the Spring of 2024 and Spring of 2025 as follows:

1. UTLA shall identify one (1) dispute resolution from each itinerant department (e.g., Speech, OT, PT, Psychologists, PSA, PSW, etc.) to submit to the District for processing.
2. The District and UTLA will process the submitted dispute resolutions by using the process outlined in Article V-A to the extent practical.
3. The parties will use the information gathered in this pilot to inform their bargaining positions for future negotiations.

This non-precedent setting agreement is for the duration of the parties' 2022-2025 Collective Bargaining Agreement.

  
LAUSD  
  
DATE UTLA

  
UTLA DATE  
  
DATE DATE

## Appendix X

### **Year One Class Size and Caseload Reductions**

The following schools shall be prioritized for class size and caseload reductions outlined in Article XVIII and the Student Support Staffing MOU.

107th Street EL	Chavez EL	Holmes Ave. EL	Northridge MS
109th Street EL	Cimarron Ave. EL	Hooper Ave. EL	Norwood Street EL
112th Street EL	Cochran MS	Jefferson SH	Obama Gbl Prep Acad
28th Street EL	Coliseum Street EL	Jones PC	Panorama SH
42nd Street EL	Columbus Ave. EL	Jordan SH	Parks LC
49th Street EL	Compton Ave. EL	King Jr. EL	Pio Pico MS
52nd Street EL	Contreras LC Soc Jus	La Salle Ave. EL	Poindexter Lamotte EL
54th Street EL	Crenshaw Mag STEMM	Lawson Acad. A/M/S EL	Politi EL
59th Street EL	Dorsey SH	Limerick Ave. EL	Ramona EL
75th Street EL	Drew MS	Los Angeles Acad MS	Ride EL SMART Acad
93rd Street EL	Dymally SH	Mack EL	Santana Art AC
95th Street EL	Edison MS	Maclay MS	Sepulveda MS
Alta Loma EL	Flournoy EL	Main Street EL	Sheridan Street EL
Angelou Community SH	Fremont SH	Manhattan Place EL	Solis LA
Aragon Ave. EL	Gage MS	Mann UCLA Comm Sch	Southeast MS
Audubon MS	Gompers MS	Manual Arts SH	Trinity Street EL
Bancroft MS	Grape Street EL	Marina Del Rey MS	Valerio Street EL
Bethune MS	Griffith Joyner EL	Markham MS	Van Nuys MS
Blythe Street EL	Haddon Ave EL	McKinley Ave. EL	Washington Prep SH
Bradley Gbl Awr Mag	Harmony EL	Miramonte EL	Weemes EL
Budlong Ave. EL	Harrison Street EL	Muir MS	West Athens EL
Bushnell Way EL	Harte Prep MS	Murchison Street EL	Western Ave. Tech Mag
Camellia Ave. EL	Hawkins SH	Napa Street EL	White EL
Carver MS	Hillcrest Drive EL	Nevin Ave. EL	Woodcrest EL
Century Park EL	Hillside EL	Normandie Ave. EL	YES Academy

