

05-12-22	UTLA Initial Proposal
08-25-22	District Counter Proposal
11-17-22	District Counter Proposal
01-26-22	District Counter Proposal
02-01-23	District Counter Proposal
02-15-23	District Counter Proposal

ARTICLE XXXI

WORKING ~~AND LEARNING~~ 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. **[CCL]**

- 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 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 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 in writing no less than 72 hours in advance by the previous workday except in unforeseen circumstances and 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 will be brought to the Local School LSLC for adoption. 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~~ **[AGREED]**

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, ~~including access to any keys/keycards needed for parking,~~ 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 shall ensure all classrooms, restrooms, and workspaces are cleaned daily. Certificated bargaining unit members shall not be expected to provide these services. The District will provide appropriately safe, clean, and sanitary work and learning spaces, including but not limited to the daily throwing out of trash, daily sweeping, daily vacuuming of rugs, and monthly mopping of floors.~~

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.

~~10.0 The District shall invest in significant technology upgrades and improvements for teaching and learning, including but not limited to:~~

- ~~a. Updated technology for all students and staff~~
- ~~b. Increased access to reliable internet service and supports for all students~~
- ~~c. Upgraded District facilities to accommodate the increasing use of technology~~
- ~~d. Creation of a joint LAUSD/UTLA task force with four (4) UTLA appointees and ~~three (3)~~ four (4) District appointees to improve District IT systems. This task force shall meet no less than ~~six (6)~~ three (3) times per school year and shall address study the following issues:~~
 - ~~1. Improving features in Schoology to more conveniently facilitate communication between families and educators~~
 - ~~2. Improving the interface between Schoology and MiSiS (or equivalent) to streamline grading, attendance and communication logs~~
 - ~~3. Creating/modifying Independent Study compliance documentation to be more user-friendly and efficient, particularly regarding Records of Assignments and monthly attendance certification~~
 - ~~4. Exploring online learning platforms, and interfacing these platforms with Schoology~~
 - ~~5. Potential technology needs and efficiencies for educators, students, and parents outside of TK-12~~

~~11.0 The District shall make a one-time investment in the Arts for the 2022-23 school year as follows:~~

- ~~a. \$300 per enrolled music student, to be used at the discretion of the credentialed music teacher(s) at each site, including itinerant music teachers, for any of the following: additional/replacement instruments, sheet music, music/instrument storage, music cases, and music/instrument accessories~~
- ~~b. \$5000 allotment to each visual arts, dance and theater teacher, including itinerant arts teachers, to be used at the teacher's discretion for class materials~~

~~12.0 The District shall commit to providing all students access to up-to-date, culturally relevant library collections. All school libraries shall receive an annual allotment of \$25~~

~~per student to be used at the Teacher Librarian's discretion for the purchase of new and replacement books, periodicals and technology.~~

~~13.0 The District shall advocate and support local, state and federal initiatives for free and low cost child care and caregiving programs for working families.~~

- ~~a. The District will advocate for paid parental leave and other policies that support working families.~~
- ~~b. The District will support Calif SB 976 that provides a free, inclusive Universal Preschool Program available to all 3-4 year olds.~~

~~14.0 The District shall increase healthy food options for students and families that address food insecurity, nutrition, culture and sustainable food sources.~~

~~15.0 The District shall expand green spaces and shaded play areas at schools by following through on prior commitments, including the following~~

- ~~a. Recommit to the goals of the 2019 "Green Spaces" Pilot Program MOU signed by UTLA and the District, the 2020 Green Spaces Task Force Report, and the 2021 "Creating New School Gardens and Campus and Community Shared Green Space To Provide Outdoor Learning Opportunities and Create Sustainable and Healthy Environments" (Res 042-19/20) Resolution.~~
- ~~b. LAUSD shall establish an Implementation Taskforce comprised of an equal number of district and UTLA appointees to ensure that schools with the greatest need are provided green space alternatives.~~
 - ~~1. LAUSD shall reduce pavement at 10 additional schools per year (beyond current already existing district commitments and using an equity index) each year through 2040.~~
 - ~~2. LAUSD shall install retrofits for stormwater capture and reuse for landscape watering at 10 additional schools per year (beyond current already existing district commitments and using an equity index) each year through 2040.~~
- ~~c. Ensure the development of 30 Community School Parks by December 31, 2023, consistent with the Green Spaces Task Force Report (Feb. 2020) available to the surrounding community after school and on weekends.~~
- ~~d. Adopt similar standards to those presented in the 2021 CA Collaborative for High Performance School guide for all schoolyards in the district, including that at least 50% of schoolyard hard surfaces are green with new construction efforts and that~~

at least 30% of existing schoolyard hard surfaces are green with modernization efforts.

16.0 — The District shall establish school-based supports for unhoused youth and student families facing eviction or other housing emergencies by providing access to restrooms, showers and laundry services after school hours. The District shall make school space available to non-profit organizations providing tenant rights clinics, counseling services and housing assistance, waiving any fee for use of school space after hours.

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17.0 — The District shall identify vacant and unused LAUSD land parcels that can be used for the development of affordable housing for low-income students and families. In order to empower impacted communities, the District shall establish a Community Housing Task Force comprised of four (4) UTLA appointees four (4) LAUSD appointees, which shall be empowered to oversee all aspects of housing initiatives

- a. Within 6 months of this agreement, LAUSD will identify and formally approve at least 10 vacant and unused LAUSD land parcels to convert to affordable housing and report to the Board of Education on implementation plans.
- b. The 10 vacant lots will include at least one per school board district, with additional parcels in the district identified based on where the greatest rates of unhoused students are.

17.1 — The District shall actively advocate to secure enough Section 8 vouchers from LA County and the LA Housing Authority to meet the housing needs of the families of all 21,000 unhoused LAUSD students. A portion of these vouchers shall be designated for project-based Section 8 tied to the development of LAUSD properties.

17.2 — The LAUSD Board of Education shall pass a resolution calling on other government entities to work with LAUSD on addressing important housing issues. This resolution shall:

- a. Call on the state legislature to end discrimination against Section 8 voucher holders and to repeal the state Costa Hawkins Rental Housing Act and the Ellis Act, both of which are limiting the effectiveness of any local rent control laws.
- a. Call for the expansion of rent control to cities and unincorporated areas of Los Angeles County and the expansion of Just Cause Eviction beyond rent controlled units in LA and to more cities and the unincorporated areas throughout LA County.

b. ~~Call for City and County Attorneys to effectively enforce the Tenant Protection and Anti Harassment Ordinance and for the enactment of such an ordinance in other incorporated municipalities contained within LAUSD.~~

c. ~~Commit that LAUSD actively lobby and advocate for these policies.~~