

**DISTRIBUTED TO UNION**

**JAN 7 2019**

# **LAUSD Package Proposal to UTLA**

**January 7, 2019**

**PREVIOUS PROPOSALS:**

05/25/17 – UTLA Initial (Salaries)  
06/20/17 – District Initial (NBC Teachers)  
06/20/17 – District Counter (Salaries)  
08/21/17 – District Initial (457(b) & Payroll Errors)  
10/04/17 – UTLA Counter (457(b), Payroll Errors & NBC Teachers)  
10/12/17 – UTLA Counter (All)  
11/02/17 – UTLA Counter (Salaries)  
11/13/17 – District Counter (NBC Teachers)  
11/30/17 – District Counter (Salaries, 457(b) & Payroll Errors)  
03/15/18 – UTLA Counter (All)  
04/12/18 – District Counter (All)  
06/01/18 – UTLA Counter (All)  
07/24/18 – UTLA Counter (All)  
07/24/18 – District Counter (All)

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XIV  
SALARIES**

**1.0 Salaries:**

- a. Effective July 1, 2017, all active UTLA represented employees shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- b. Effective July 1, 2018, all active UTLA represented employees shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.

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**37.1 NBC Steering Committee:** Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and the District. One additional committee member may be appointed by mutual agreement of the committee. Acknowledging the needs of the District's high needs schools, the committee shall also discuss and recommend strategies for incentivizing greater placement of NBC teachers at such schools. The committee shall also study ways to best utilize NBC teachers,

including having NBC teachers serve as teacher mentors. The committee shall provide recommendations to the Superintendent within 12 months of the Agreement's adoption.

**ARTICLE XVI  
HEALTH AND WELFARE**

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4.0 Retirement Benefit Coverage:

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- g. For employees hired on or after April 1, 2019, years of qualifying service and age must total at least eighty-seven (87) in order to qualify for retiree health benefits. This must include a minimum of thirty (30) consecutive years of service with the District immediately prior to retirement.

**LAUSD - UTLA**  
**2019-2020 MEMORANDUM OF UNDERSTANDING**  
**FOR CLASS SIZE REDUCTION, COUNSELING, HEALTH & HUMAN SERVICE**  
**AND TEACHER POSITIONS**

**1. Lower Class Size Maximums for English Language Arts and Mathematics for the 2019-2020 School Year**

The District proposes that for the 2019-20 school year (and conditioned upon the parties having ratified a successor collective bargaining agreement), academic based English Language Arts and Math classes at secondary schools have a maximum class size of 39 students.

**2. Additional Counselors for the 2019-2020 School Year**

The District proposes that for the 2019-20 school year (and conditioned upon the parties having ratified a successor collective bargaining agreement), it provide the equivalent of an additional 86 FTE for counseling services with goal of providing an additional counselor at each comprehensive high school.

**3. Additional Nurses for the 2019-2020 School Year**

The District proposes that for the 2019-20 school year (and conditioned upon the parties having ratified a successor collective bargaining agreement), it provide the equivalent of an additional 86 FTE for nursing services with the goal of doubling nursing services at the elementary schools.

**4. Additional Librarians for the 2019-2020 School Year**

The District proposes that for the 2019-20 school year (and conditioned upon the parties having ratified a successor collective bargaining agreement), it provide the equivalent of an additional 43 FTE for library services with the goal of providing library services at all middle schools.

**5. Reinvestment of SENI Funds**

The District proposes that for the 2019-20 school year (and conditioned upon the parties having ratified a successor collective bargaining agreement), it reinvests in one-hundred and eighty-one (181) FTE for teacher positions to reduce class size by four (4) in seventy-five (75) of our high need elementary schools and fifteen (15) of our highest need middle schools.

**6. Reinvestment of Carryover Funds**

The District proposes that for the 2019-20 school year (and conditioned upon the parties having ratified a successor collective bargaining agreement), it reinvests in two-hundred (200) FTE for teacher positions to reduce class size by two (2) in high schools.

**7. Allocation of Teachers for Class Size Reduction**

The District proposes that that for the 2019-20 school year only (and conditioned upon the parties having ratified a successor collective bargaining agreement), it allocate three-hundred (300) FTE for teacher positions to lower class size to thirty-five (35) in elementary grades 4-6.

**8. Grievance Procedures:** The grievance procedures of Article V of the UTLA-LAUSD Agreement are to be applicable to alleged violations of any of the above MOU provisions.

The parties agree to meet no later than January 2020 to discuss Numbers 1 through 7 above as well as other means of addressing class size and support service issues.

This MOU terminates effective on June 30, 2020, unless otherwise agreed to in writing by the parties.

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**UTLA**

\_\_\_\_\_  
**LAUSD**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**PREVIOUS PROPOSALS:**

08/21/17 – UTLA Initial  
11/02/17 – District Counter  
03/15/18 – UTLA Counter  
04/26/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XVIII  
CLASS SIZE**

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~~1.5 — It is recognized that the class size restrictions of this Article may not be achieved due to circumstances such as state funding limitations, changes in the student integration or other programs, or statutory changes. Prior to implementing any variation from the class size restrictions of this Article, the District shall provide UTLA with a written notice of intent by March 15th, including a written rationale and a summary of applicable facts. Upon request of either party, the District and UTLA shall by April 1<sup>st</sup> meet and discuss the intended variation from the class size restrictions prior to implementation. The parties understand that the meet and discuss process must be completed by April 15<sup>th</sup> in order for the parties to plan appropriately for the next school year. Neither the District's budget development process and/or the issuance of layoff notices shall be deemed "implementation." Alleged violations of any terms of this section are subject to the grievance procedures of Article V.~~

1.5 [HOLD]

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1.8 LAUSD/UTLA to form working group to meet and confer on criteria and procedures for deviation from MOU averages and maximums. Until outcome of working group, LAUSD may adjust class size averages/maximums if one or more of the following circumstances exists and District provides notice by March 1 for the upcoming school year: (1) anticipated year-over-year (YOY) increase greater than 2% in health benefits costs; (2) anticipated YOY increase greater than 2% in pension costs; (3) anticipated YOY student-enrollment decline greater than 1%; (4) anticipated shortage of teachers as reflected in the Nationwide Teacher Shortage Areas Listing or similar California listing/compilation; (5) District deficit spending projected at pace greater than \$100 million for upcoming school (fiscal) year before implementation of a Fiscal Stabilization Plan; (6) Special

Education encroachment into the unrestricted general fund greater than 10%; (7) anticipated YOY increase in OPEB liability of greater than 3%; (8) fiscal stabilization plan required by the Los Angeles County Office of Education (LACOE) to meet mandatory reserve levels; (9) qualified or negative budget certification issued by LACOE.

Make corresponding ministerial changes throughout Article XVIII and remainder of the CBA to the extent impacted by or cross-referenced to revisions described above.

A. The parties are in agreement that being in the bottom 10% of per pupil funding in the United States is unacceptable. LAUSD looks forward to working with UTLA, our other labor partners, the community and all of our stakeholders to increase funding levels. Should state base funding reach \$20,000 per pupil during the term of this Agreement, UTLA shall have the right to demand to bargain changes to the class size language for the upcoming school year.

B. The current class size norms established in 2017-2018 MOU on Class Size, Counseling and Teacher Positions signed August 22, 2017 shall continue for the 2018-2019 school year. The parties shall reopen negotiations on class size after September 1, 2018 for the 2019-2020 school year.

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## 2.0 Class Size Averages and Maximums for:

Type of School	Grade Levels	Average Class Size	Class Size Maximums
PHBAO (Predominantly Hispanic, Black, Asian & Other Non-Anglo)	TK-3	24.00	27
PHBAO	4-5(6)	27 30.50	30 34
PHBAO Academic	(6) 7-8	27 34.00	30 37
PHBAO Academic	9-10	27 34.00	30 37
PHBAO Non-Academic	(6) 7-8	36.25 42.50	39 46
PHBAO Non-Academic	9-10	35.5 42.50	39 46
PHBAO Academic & Non-Academic	11-12	35.5 42.50	39 46
Desegregated Receiver (Schools Governed by the Student Integration Program)	TK-3	24.00	27
Desegregated Receiver	4-5 (6)	32.5 36.00	36 39
Desegregated Receiver Academic	(6) 7-8	32.5 39.50	36 43
Desegregated Receiver Academic	9-10	32.5 39.50	36 43
Desegregated Receiver Non-Academic	(6) 7-8	36.25 42.50	39 46
Desegregated Receiver Non-Academic	9-10	35.5 42.50	39 46
Desegregated Receiver Academic & Non-Academic	11-12	35.5 42.50	39 46

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Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	TK-3	24	24
PHBAO Magnet	4-5(6)	27	<del>30</del> 31
PHBAO Magnet (Academic and Non-Academic)	(6) 7-8	27	<del>30</del> 34
PHBAO Magnet (Academic and Non-Academic)	9-12	27	<del>30</del> 34
<del>All Other Magnet</del> Desegregated Receiver Magnet	TK-3	24	24
<del>All Other Magnet</del> Desegregated Receiver Magnet	4-5(6)	29.5	33 34
<del>All Other Magnet</del> Desegregated Receiver Magnet (Academic and Non-Academic)	(6) 7-8	29.5	33 37
<del>All Other Magnet</del> Desegregated Receiver Magnet (Academic and Non-Academic)	9-12	29.5	33 37

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

2019-2020 Class Size Investment: The District shall allocate thirty (30) million dollars to be invested in class size reduction for the 2019-2020 school year. The parties shall meet and consult on the classifications to receive this additional funding prior during the Spring of 2019.

NOTE: See Appendix G and Appendix H for separate class size agreements negotiation specifically for the 2015-2016 and 2016-2017 school years.

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3.0 Distribution of Students Within Grade Levels, Departments and Classes: Upon request, the Chapter Chair, Grade Level and/or 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.

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

a. If the class size averages and/or maximums in this Article are exceeded beyond fifteen (15) work days after norm day, upon request of an affected teacher(s), the site administrator shall conduct a review of the circumstances causing the violation upon written request of the affected teacher(s).



**PREVIOUS PROPOSALS:**

04-20-17 – UTLA Initial Proposal

01-12-18 – District Proposal

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XII-B  
CHARTER SCHOOLS**

(DELETED)

**PREVIOUS PROPOSALS/RESPONSES:**

09/15/17 – UTLA Initial Proposal

11/2/17 – District Response

01/12/18 – District Response

02/15/18 – UTLA Counter

05/24/18 – District Response

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
RESPONSE TO UNITED TEACHERS LOS ANGELES  
PUBLIC SCHOOL ACCOUNTABILITY PROPOSAL OF JANUARY 12, 2018  
JANUARY 7, 2019**

**STATEMENT OF INTENT**

As laid out in its November 2, 2017 response, the District believes UTLA's School Accountability proposal falls outside the scope of bargaining. Further, the District believes the parts of the proposal related to school authorization and co-location are not compliant with state law.

Specifically, UTLA's proposal appears to state that co-locations should not happen if there is a negative impact on the District. As discussed during the April 12, 2018 meeting between the District and UTLA, this is not the state of the law. Education Code section 47614, the implementing regulations adopted by the State Board of Education, and California case law set forth the legal parameters governing a school district's obligation to share its facilities with charter schools.

While maintaining its position that the entire proposal falls outside the scope of bargaining, the District makes the following statement of intent:

The District, as part of its current oversight processes and its commitment to transparency, obtains the following information from LAUSD-authorized charter school operators:

- Number of student suspensions;
- Number of students based on race/ethnicity, gender, age, grade level, free/reduced meal status, disability status, ELL students and foster children;
- Total number of students enrolled per grade and per class;
- Average daily classroom attendance per grade per class.

Upon request, the District shall provide to UTLA on an annual basis the above listed information as received from its authorized charter operators.

In addition, the District will create Charter School Co-Location Task Force comprised of an equal number of members up to four (4) members each appointed by the District and UTLA. The Taskforce will meet twice per semester and focus on the following topics:

1. The co-location process and the involvement of stakeholders to inform that process.

2. Strategies to ensure rigorous oversight of charter schools.
3. Resource allocation and utilization of school facilities at co-located sites

The Task Force may invite charter school representatives as appropriate to provide information and input to the Task Force.

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 organizations.

**Previous Proposals:**

7/19/17 – UTLA Initial

2/15/18 – District Counter

06/01/18 – UTLA Counter

07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**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, as follows: who  
~~are in the broad classification of Teacher; Instructor; Library Media Teacher; Counselor; Adviser;  
Audiologist; Audiometrist; Hygienist; Non-classroom Assignment; Preparation Table; Non-school  
Assignment; Preparation Table; Nurse; Optometrist; Psychologist; Social Worker; Teacher Adviser;  
Teacher Counselor; Therapist; or Driver Safety Instructor.~~

<u>Job Number</u>	<u>Job Title</u>
12300472	School Audiometrist
19100555	Speech and Language Pathologist
12200511	School Psychologist
13200500	Temporary Advisor
12200569	Psychiatric Social Worker
12200543	Pupil Service and Attendance Counselor
12300481	Occupational Therapist
19100486	Assistive Technology Assessment
12300476	Audiologist
12300473	Audiometrist
12300446	Organizational Facilitator
12300460	Nurse Practitioner
12200817	Young Adult Counselor
11100858	Orientation and Mobility Instructor

13200469	Instructional Technology Application Facilitator
13200445	Work Experience Advisor
13400860	Officer JROTC (Junior Reserve Officers' Training Corps) Program Coordinator
12300484	School Therapist Coordinator
12300490	Optometrist
11100841	Senior JROTC (Junior Reserve Officers' Training Corps) Instructor
13400576	Transition Teacher Coordinator
11100840	JROTC (Junior Reserve Officers' Training Corps) Instructor
12300479	Physical Therapist
12300526	Recreational Therapist
12300483	Senior Therapist
12300474	Senior Educational Audiologist
12100589	Coordinating Field Librarian
11200806	Adult Substitute (Day to Day)
11100805	Adult Academic Instructor
11100829	Regional Occupational Contract (ROC) Teacher
13200826	Adult Education Advisor
11100803	Adult English as a Second Language Teacher
12200864	Adult Counselor
13200828	Adult Resource Regional Occupational Contract (ROC) / Regional Occupational Program (ROP) Adviser
11100808	Adult Teacher Parenting & Family Life
11100809	Adult Teacher Program for Older Adults
11100804	Adult Teacher Adults with Disabilities
13200827	Adult Resource Non-school Assignment Adviser
11100838	Adult Teacher Public or Private Contract
11207046	Early Education Substitute (Day to Day)
11107043	Early Education Teacher
11100761	Teacher Development Child Permit
11100782	Home School Teacher
11100790	Resource Specialist Program Teacher
11100731	Elementary Teacher
11100740	Special Education Teacher K-12

11100736	Secondary Teacher
11200762	Elementary Substitute (Day to Day)
11100777	Elementary Traveling Music Teacher
19100706	Non-Classroom Preparatory Assignment
12200533	Secondary Counselor
11200763	Secondary Substitute (Day to Day)
11100846	Secondary Instructional Coach
13200707	Non-School Preparatory Assignment
11100757	Transition Services Teacher
13400705	Non-School Preparatory Assignment
19100704	Categorical Program Advisor
11100843	Elementary Instructional Coach
11100778	Adapted Physical Education Teacher K-12
11100700	Temporary Non-Public School Teacher
12100591	School Library Media Teacher
12300461	School Nurse
19100780	Temporary Resource Teacher
19102706	Non-Classroom Support Services Assignment
12200506	Least Restrictive Environment Counselor
19100787	Peer Assistance and Review (PAR) Consulting Teacher
11100753	Mathematics Foundational Teacher
11100781	Categorical Limited Contract Teacher
12300464	Nurse Substitute (Day to Day)

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**PREVIOUS PROPOSALS:**

4/20/17 – UTLA Initial  
5/4/17 – District Counter  
5/4/17 – UTLA Initial  
5/25/17 – District Counter  
6/20/17 – District Counter  
9/15/17 – District Initial  
10/12/17 – UTLA Counter  
01/12/18 – District Counter  
02-01-18 – District Counter  
04-12-18 – UTLA Counter  
04-26-18 – District Counter  
06-01-18 – UTLA Counter  
07-24-18 – District Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE IV  
UTLA RIGHTS**

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6.0     Released Time at UTLA Expense:

[No Change]

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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). ~~In year-round schools UTLA may also designate one employee to serve as Chapter Chair during the periods of time when the Chapter Chair is off-track. To facilitate communication, they shall meet together with the site administrator whenever reasonably possible.~~ 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:

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### 8.3 Itinerant Chapter Chairs

~~The District shall recognize one Chapter Chair District-wide for each major employment category which is non-school based (one each for School Psychologists, PSA Counselors, Nurses, Itinerant Special Education personnel, Non-Public School personnel and one for all other miscellaneous classifications combined). Substitutes shall have three Chapter Chairs, one for each of the three (3) calling areas.~~

- a. The District shall recognize up to eight (8) Chapter Chairs District-wide, one for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech and Language Pathologists, Occupational & Physical Therapists, Secondary Counselors, Non-Public School personnel and Visual and Performing Arts (VAPA) educators.
- b. The District shall recognize up to three (3) Chapter Chairs for Substitutes.
- c. In each of the Local Districts, the District shall recognize two (2) additional chapter chairs – one (1) for each for the Division of Student Health and Human Services and one (1) for the Division of Special Education to represent unit members in those Local Districts.
- d. UTLA may designate one unit member scheduled to attend itinerant program or provider-type meetings in the Divisions of Student Health and Human Services and Special Education to make brief, three to five minute UTLA announcements provided that UTLA gives the meeting administrator twenty-four hours' notice prior to the meeting and name of the individual making the announcements.

Activities of these ~~new~~ 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.

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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.

12.1 Assessment and Standardized Testing: ~~Also, w~~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, the impetus for the change and include UTLA as one of the principal participating stakeholders in such process. ~~In addition~~ Excluding those assessments and standardized tests required by the State or federal law, UTLA may itself initiate consultations with the District regarding such matters on what assessments are used in the classroom, how assessments are used in the classroom and when assessments are used in the classroom.



**PREVIOUS PROPOSALS:**

06/01/17 – UTLA Initial  
06/20/17 – District Counter  
10/12/17 – UTLA Counter  
03/01/18 – UTLA Counter  
04/12/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE IX  
HOURS, DUTIES AND WORK YEAR**

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6.1 Secondary ROC/ROP Weekly Preparation Time: Beginning with the 2018-19 school year, teachers serving under a Regional Occupational Center/Regional Occupational Program (ROC/ROP) Contract in Secondary Schools and teaching classes six (6) periods during the instructional day shall be assigned one (1) additional hour per week for professional duties including preparation for class, collaborative planning and conferences with parents, students and staff members.

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10.0 Work Year: Employees may be assigned or reassigned to any of the following bases of assignment listed below. Employees reassigned to a different assignment basis for the following year are to be notified of the change by June 15<sup>th</sup> of the previous calendar year. Failure to provide such notice shall not stop the basis change from occurring. ~~provided that~~ Such change in assignment basis shall not be made for the purpose of depriving employees of holiday or accrued vacation benefits.

**PREVIOUS PROPOSALS:**

06/01/17 – UTLA Initial  
06/20/17 – District Counter  
10/04/17 – UTLA Counter  
04/12/18 – UTLA Counter  
04/26/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**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. (HOLD)~~

2.0 **Uniform Staffing Procedures For All K-12 Schools:**

a. **Creation and Posting Of Matrix:** Approximately four weeks prior to the day teachers on any ~~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 site administrator shall also post a seniority roster. 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 be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administrator. In any event, however, the time must be utilized by the end of the second week of student instruction.

b. Requests: Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) ~~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. Any locally determined method requires the independent agreement of both the site administrator and chapter chair. If a locally determined method is not agreed upon, the site administrator and chapter chair shall hold a meeting and consult over the assignment of teachers to the matrix pursuant to section (c) and (d) below. Teachers on leave who are scheduled to return to service should participate in the selection process.

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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, chapter chair and department or grade level chair working together reasonably determine who will fill the opening or vacancy.

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

a. Prior to this determination, the coordinator, coach 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.

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

d. ~~With respect to coordinator positions in the Adult Education Division, determination of whether there shall be such a position at a school shall be made by the~~

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

e. With respect to regularly-funded coordinator or coach 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.

5.0 Required Elections of School-site Coordinators, Coaches and Deans:  
Elections for the positions of full time coordinator, coach 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, the resulting part-time coordinators or coaches shall also follow the selection process in 6.0);
- 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, Coaches and Deans:

a. Job descriptions for any specially funded coordinator, coach 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, coach 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, coach and deans differ, as described below.

#### 6.0 Coordinator and Coach Selection Procedure at School Sites:

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

b. Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator or coach candidate selected by the site administrator. The election shall be jointly supervised and conducted by the site administrator and the chapter chair. Each employee's vote shall be proportionate to the

number of hours/days the voter is assigned to the school site. At those school locations where ~~the~~ there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator or coach 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 or coach 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.~~

...

8.0 Filling Vacancies After Norm Day: If a vacancy occurs in a dean, coach 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 coaches) 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, coaches 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.

...

12.0 Request for Assignment for Unit Members Reporting to Health and Human Services: A request form for unit members reporting the Health and Human services is included in this Agreement as Appendix C. If a request is not granted, the unit member shall receive written reasons for this ~~action~~ denial upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

**PREVIOUS PROPOSALS:**

08/21/17 – UTLA Initial (Academic Freedom)  
08/21/17 – UTLA Initial (Professional Development)  
10/04/17 – District Counter (Academic Freedom & PD)  
11/02/17 – UTLA Counter (Academic Freedom)  
01/12/18 – UTLA Counter (Academic Freedom)  
03/01/18 – District Counter  
03/01/18 – UTLA Counter  
05/24/18 – UTLA Counter (Academic Freedom)  
06/01/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE IX-B  
PROFESSIONAL DEVELOPMENT**

1.0 Purpose and Goals: ~~Regular~~ Quality 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 and is essential to improving public education and educating the whole student.~~ Participation in and application of such continued learning in the classroom 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, Both the District and UTLA are committed to ensure that~~ 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~~ educators, and the everyday needs of students ~~and teachers, educators and the communities we serve.~~ ~~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, Teaching and Learning Framework and with any applicable State and District mandates, standards, initiatives and/or priorities;
- b. Be appropriately responsive to the site's needs assessment and/or evaluations of similar programs offered in the past;



c. Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;

d. Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;

e. Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;

f. Be intellectually engaging and reflect the complexity of the teaching and learning processes; and

g. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.

h. Deepen and broaden knowledge of culturally and linguistically responsive pedagogy to impact instructional practices for all students in all content areas.

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 1-12 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 1-5/6 and in full-day kindergarten, such time shall total 1560 yearly minutes and shall be accumulated by increasing instructional time by nine minutes per day in 180-day schools ~~and ten minutes per day in 163-day schools~~. Students will be dismissed 60 minutes earlier than normal dismissal time ~~on~~ for a minimum of twenty-six (26) designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days. With the approval of the Local School Leadership Council in the spring of the preceding school year, elementary schools may increase the number of banked days to include up to all Tuesdays of the upcoming school year;

c. In secondary schools, grades 6/7-12, such time shall total 1260 yearly minutes and shall be accumulated by increasing instructional time by seven minutes per

day in 180-day schools ~~and by eight minutes per day in 163-day schools~~. Students will be dismissed 90 minutes earlier than normal dismissal time ~~on~~ for a minimum of fourteen (14) designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days. With the approval of the Local School Leadership Council in the spring of the preceding school year, secondary schools may increase the number of banked days to include up to all Tuesdays of the upcoming school year;

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). With the approval of the Local School Leadership Council in the spring of the preceding school year, middle schools may schedule Common Planning Time on those Tuesdays not designated as Banked-Time Tuesdays. This may result in up to all Tuesdays of the upcoming school year being designated as either Banked-Time or Common Planning Time;

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

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 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 and to facilitate school site participation. The PDAC composition and responsibilities shall be as follows:

a. Each party may appoint up to one ~~eight (8)~~ members per local District 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 provide recommendations on the following: ~~agree on the maximum number of UTLA and District representatives for Local District Professional Development Advisory Committees (LDPDACs). The purpose and function of the LDPDAC shall be to provide recommendations regarding the following:~~

- (i) In collaboration with the local district leadership team, provide assistance, resources, suggestions and support to their local schools in making the most effective data based professional development decisions.
- (ii) Evaluate data and assessments of professional development and use this information to make recommendations regarding future professional development activities and delivery models to the local schools.

e. ~~The PDAC shall have the responsibility for ensuring that the LDPDACs are acting in a manner consistent with the concepts and guidelines set forth herein.~~

...

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 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.

...

7.0 LAUSD-UTLA Ethnic Studies Committee

a. The LAUSD-UTLA Ethnic Studies Task Force shall be comprised of members of the Division of Instruction, UTLA members, school site and District administrators and community members. Four (4) members of the committee shall be appointed by UTLA. The committee shall function under the direction of the Administrator of High School Instruction and the Coordinator, Ethnic Studies, Humanities and Related Social Sciences and will meet a minimum of two (2) times per year. The Ethnic Studies Committee shall have the following responsibilities:

1. Review data on school's course offerings and course selections in the field of Ethnic Studies.
2. Review and suggest professional development, curriculum and teaching materials purchased by and developed by LAUSD for Ethnic Studies, Multicultural Literature and Cultural Proficiency.
3. Review any new and existing resources that are provided in support of Ethnic Studies.
4. Investigate methods for expanding Ethnic Studies course offerings that may include gender specific courses and sexual identity.
5. Provide regular updates on the progress of Ethnic Studies in LAUSD.

**PREVIOUS PROPOSALS:**

06/01/17 – UTLA Initial

07/19/17 – District Counter

10/04/17 – UTLA Counter

11/30/17 – District Counter

03/15/18 – UTLA Counter

06/01/18 – District Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE X  
EDUCATOR DEVELOPMENT, SUPPORT AND EVALUATION**

[No Change}

**PREVIOUS PROPOSALS:**

07/19/17 – District Initial  
10/04/17 – UTLA Counter  
03/15/18 – District Counter  
04/12/18 – UTLA Counter  
05/10/18 – District Proposal  
06-01-18 – UTLA Counter  
07-24-18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE X-A  
DISCIPLINE**

[No Change]

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JULY 19, 2017**

**ARTICLE XI  
TRANSFERS**

...

~~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~~ The District will make reasonable efforts to notify and counsel the employee regarding the transfer, and written reason(s) for such transfer shall, upon the employee's request, be supplied to the employee. Such transfers will not be made for arbitrary, capricious or discriminatory reasons. Claimed allegations of discrimination shall be handled under the appropriate statutory and/or judicial procedures rather than the grievance process.

...

6.0 Displacement - Over-Teacherred 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 volunteer to be displaced when an over-teachered condition exists. Such displacement requires the



## ARTICLE XI - Transfers

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

c. In elementary schools and programs such as Early Education Centers, Development Centers and ungraded programs, all teachers in the program at the site shall be deemed a single group for displacement purposes. In secondary schools, and in Special Education wherever located, displacement shall be by program/subject field and the program or subject field in which a teacher is considered for displacement purposes shall be the one in which the teacher has taught for the major portion of teaching time during the employee's most recent six semesters of regular classroom teacher experience. Within the above categories of employment, when there is an over-taught 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-taught 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; and
- (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

## ARTICLE XI - Transfers

another facility which may reasonably accommodate the identified disability.

e. [Hold]

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

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

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

i. In Special Education, the least senior teacher in the over-taught 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

## ARTICLE XI - Transfers

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.

...

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. All teachers who are placed on the list pursuant to the Staff Integration Program (Appendix B) or Student Integration Program; and
- d. Any teachers placed on the list pursuant to any other provisions of this agreement.

7.1 Teachers on the District-wide transfer list shall be placed in accordance with XI, Section 15.0.

...

### 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

## ARTICLE XI - Transfers

occurs (based on the classification report) for which the displaced teacher is the most senior displaced "match" by reason of same subject field or grade (K-6). If such displaced teacher is not a "match", the teacher may nonetheless be returned to a vacancy in a different subject under the above circumstances if:

- (i) the teacher's credential permits
- (ii) the teacher has some teaching experience in the subject during the preceding six semesters, and
- (iii) the site administrator reasonably concludes that such a return is in the best interest of the educational program. Such returns will not be denied for arbitrary, capricious or discriminatory reasons. Claimed allegations of discrimination shall be handled under the appropriate statutory and/or judicial procedures rather than the grievance process.

- (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)~~ (i), (ii) and (iii) above.

...

### 13.0 Voluntary Continuous Service Transfers, K-12 Program:

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

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

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

## ARTICLE XI - Transfers

~~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.~~

## ARTICLE XI - Transfers

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

~~13.9 The following procedures govern offers of transfer:~~

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

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

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

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

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

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

~~13.12 No transfer shall be made under this section which causes a school on the receiving end of a transfer to become racially/ethnically imbalanced within the meaning of the Teacher Integration Program, Appendix B, Article XI, Section 6.0, or which adversely affects Rodriguez compliance.~~

[HOLD]

...

15.0 Transfer Assignment Priority: Except where otherwise provided in the Agreement or by District Policy, teachers shall be transferred to schools with known vacant positions (Article XI, Section 12.0) for which they are

## ARTICLE XI - Transfers

qualified by credential, subject field(s), grade level (K-6) and skills. in the following group order of priority: The District shall make a reasonable effort to accommodate employee assignment requests with a primary objective of placement in the same Local District as the previous assignment or a geographically contiguous Local District using the following principles and procedures:

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

b. ~~Certain teachers with return rights limited to:~~

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

(2) ~~Those teachers displaced as a result of a school closure decision, reconfiguration or boundary change [Article XI, Section 12.0a (2)], teachers displaced to the District wide Transfer List (Article XI, Section 6.0 & 7.0) and teachers returning from leave with no right to return to a specific location [Article XI, Section 7.0(a)] and~~

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

b. ~~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.~~

## ARTICLE XI - Transfers

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

~~h. Teachers returning from Charter School Leave.~~

~~i. Teachers newly hired.~~

a. The District shall place teachers covered by a Reasonable Accommodation or hardship exemption.

b. The District shall post lists of current and anticipated vacancies, and lists of currently displaced teachers. Both lists shall be sorted by geographic area and credential authorization(s).

c. Teachers and school are encouraged to contact one another regarding interviews and selection for placement by mutual consent.

d. In anticipation of an eventual mandatory placement, teachers may inform Human Resources of their preferences for assignment by area and/or school.

e. During the last week of school, the District shall coordinate mandatory assignment of remaining displaced teacher to appropriate remaining vacancies. The District shall a reasonable effort to accommodate employee assignment requests, with a primary objective of placement in the same Local District as their previous assignment or a geographically contiguous Local District. During this period, teachers may decline one (1) such assignment, provided that an appropriate alternative opening exists.

f. The mutual consent process described in sections b-c above shall be repeated through the month of July.

g. The mandatory placement process described in the paragraphs d-e above shall be repeated during the month of August through Norm Day.

h. After Norm Day of each school year, the District shall coordinate mandatory assignment of remaining displaced teachers to appropriate remaining vacancies. Teachers may decline one (1) such assignment for strictly geographical reasons, provided that an appropriate alternative opening exists at that time.



**PREVIOUS PROPOSALS:**

07/19/17 – UTLA Initial  
11/30/17 – District Counter  
02/15/18 – UTLA Counter  
05/24/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XI-B**

**MASTER PLAN PROGRAM**

**1.0 Minimum Requirements for Participation in the Master Plan Program:**

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

1.1 In order to be considered ~~eligible to participate~~ for eligibility to participate in a District approved Master Plan Programs in languages other than English, all employees ~~except those with bilingual certification as defined in Section 3.1~~ are required to have the appropriate Single Subject or Multiple Subject Credential with one of the following certifications issued by the California Commission on Teacher Credentialing:

- a. Bilingual/Crosscultural Specialist Credential
- b. Multiple Subjects Teaching Credential with an embedded Bilingual Authorization
- c. Multiple Subjects Teaching Credential with Bilingual Crosscultural, Language and Academic Development (BCLAD) Emphasis
- d. Single Subject Teaching Credential with an ebedded Bilingual Authorization
- e. Single Subject Teaching Credential with Bilingual Crosscultural and Academic Development (BCLAD) Emphasis
- f. Bilingual Crosscultural Language and Academic Development (BCLAD)
- g. Bilingual Certificate of Competency (BCC)

successfully completed a minimum of 4 semester units (as defined in Article XV) of coursework in language development methods and culture, either through District training resources or through District approved university coursework. This same coursework will normally prepare the employee for passage of the State administered BCLAD methodology and culture of emphasis test components and eligibility for receipt of the \$51040 stipend (\$25570 for each component) incentive of Section 2.0 of this Article; but even if the BCLAD test component is not taken or is not passed, completion of the coursework is essential. Coursework completed under the previous bilingual plan (or passage of the BCC culture and methodology test components) counts toward this requirement.

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.
- 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.~~

## 2.0 [HOLD]

3.0 Master Plan Salary Differentials: Effective July 1, 2001, any teacher who had received a BCLAD/BCC and or A-Level Master Plan Program 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 an annual maximum differentials of \$5,406 if assigned and delivering an appropriate approved Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency a bilingual authorization issued by the California Commission on Teacher Credentialing. Fifty per cent (50%) of the annual bilingual Master Plan Program differentials will be paid each semester. ~~Employees in a Model A program are not eligible for a bilingual differential.~~

Certification/Fluency	Waivered to Basic or Dual Language Program		Model B	
	PHBAO/CAP	*Non PHBAO/CAP	PHBAO/CAP	*Non PHBAO/CAP
BCLAD/BCC	\$5,1406	\$1,060	N/A	N/A
A-Level Fluency	\$2,704	\$510	N/A	N/A

~~\* 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 Master Plan Program 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 following an annual maximum differentials of \$3,392 if assigned and delivering an appropriate approved Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency a bilingual authorization issued by the California Commission on Teacher Credentialing. Fifty per cent (50%) of the annual bilingual Master Plan Program differentials will be paid each semester. ~~Employees in a Model A program are not eligible for a bilingual differential.~~

Certification/Fluency	Waivered to Basic or Dual Language Program		Model B	
	PHBAO/CAP	*Non PHBAO/CAP	PHBAO/CAP	*Non PHBAO/CAP

	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 Master Plan Program Salary Differential: ~~To qualify for the BCLAD/BCC-level Master Plan Program Salary differential as set forth in Section 3.0 or in the ESL differential of Section 3.4e, 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 certifications bilingual authorizations issued by the California Commission on Teacher Credentialing as listed in Section 1.1.~~

- ~~a. Bilingual/Cross Cultural Specialist Credential;~~
- ~~b. Multiple Subjects Teaching Credential with Bilingual Cross-cultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis;~~
- ~~c. Single Subject Teaching Credential with Bilingual Cross-cultural 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 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 Master Plan Program Differentials:

a. Elementary teachers must, in a Waivered to Basic Transitional, Dual Language, or Model B-Maintenance 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 Newcomer-Primary Language or 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 Newcomer-Primary Language or Dual Language, 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 with a bilingual authorization 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 Program services for a minimum of fifty percent (50%) of the employee's work day. The corresponding pro-ratio rules shall apply.

e. Pre-kindergarten Expanded Transitional Kindergarten (ETK) and Transition Kindergarten (TK) teachers must meet the qualifications for elementary teachers as set forth above and be teaching in an approved Master Plan Program.

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 bilingual Master Plan Program 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 differentials \$5,406 if assigned and delivering an appropriate Master Plan Program requiring a bilingual authorization as listed in Section 1.1. ~~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 \$1,060 if assigned and delivering appropriate Master Plan Program instruction requiring a bilingual authorization as listed in Section 1.1. ~~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.

b. Itinerant employees serving at multiple locations shall be eligible for a pro-rated differential based on the combined percentage of service time delivering appropriate Master Plan Program instruction requiring a bilingual authorization as listed in Section 1.1. the BCLAD/BCC and or A-Level Fluency. (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, hold a bilingual authorization as listed in Section 1.1 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:

[No Change]

~~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. [HOLD]~~

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 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 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.~~

3.11 Teacher Incentive: For the 2018-2019 and 2019-2020 school years, the District shall provide a one-time career incentive to teachers newly assigned to teach in a language other than English in a District authorized Transitional, Maintenance, Dual-Language or Newcomer program. The incentive of \$1,274 for one year (\$637 per semester) shall be provided to teachers for participating in bilingual program trainings, developing lesson plans and related activities to implement the program.

4.0 Special Dispute Resolution Process for Secondary Teachers: Effective July 1, 2001, A secondary teacher providing Master Plan instruction in a ~~Waivered to Basic or Model B~~ Qualifying Master Plan 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.



**PREVIOUS PROPOSALS:**

04/20/17 – UTLA Initial  
05/04/17 – District Counter  
08/21/17 – District Initial  
10/04/17 – UTLA Counter  
04/12/18 – UTLA Counter  
06/01/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XII  
Leaves and Absences**

**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.

**10.1.1 Parental Leave:** The District shall comply with the requirements of Education Code 44977.5, the text of which is contained in an Addendum to Article XII.

**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.

...

20.0 Substitute Leave: A substitute leave ~~shall~~ 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 be ~~placed on a personal leave~~ have the substitute leave cancelled and full-time service will be required. Applications must be on file in the Personnel office by ~~April~~ March 15 for the ~~fall semester and by November 15 for the spring semester~~ upcoming school year.

21.0 Half-Time Leave:

[No Change}

## **ADDENDUM TO ARTICLE XII**

### **California Education Code Section 44977.5:**

(a)(1) Notwithstanding any other law, during each school year, a person employed in a position requiring certification qualifications may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks.

(2) In school districts that use the differential pay system described in Section 44977, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee.

(3) In school districts that use the differential pay system described in Section 44983, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the person shall be compensated at no less than 50 percent of his or her regular salary for the remaining portion of the 12-workweek period of parental leave.

(b) For purposes of subdivision (a), all of the following apply:

(1) The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

(2) A person employed in a position requiring certification qualifications shall not be provided more than one 12-week period for parental leave during any 12-month period.

(3) Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. 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.

(c) This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the employing school district.

(d) Notwithstanding subdivision (a) of Section 12945.2 of the Government Code, a person employed in a position requiring certification qualifications is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.

(e) Nothing in this section shall be construed to diminish the obligation of a public school employer to comply with any collective bargaining agreement entered into by a public school employer and an exclusive bargaining representative pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code that provides greater parental leave rights to employees than the rights established under this section.

(f) For purposes of this section, “\* \* \* parental leave” means 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.

**PREVIOUS PROPOSALS:**

06/20/17 – UTLA Initial  
08/21/17 – District Counter  
11/30/17 – UTLA Counter  
02/01/18 – UTLA Counter  
03/01/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XIX  
SUBSTITUTE EMPLOYEES**

1.0 Salary and Benefit Provisions: ~~The following substitute salary and benefit provisions are in effect for the 2004-05 school year only; salaries for 2005-06 are subject to reopener negotiations pursuant to Article XXXII. Substitute service salaries, including base rate, incentive plan rate, continuity rate, Summer School/Intercession rate, Early Education & Development rate and Adult Education rate, shall paid according to Appendix E of this Agreement.~~

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. 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.~~

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 \$10 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, for a normal summer school day of four hours, their regular substitute pay rates notwithstanding. If 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.~~

...

5.0 Assignment Procedures for Non-Incentive Plan Substitutes: Day-to-day substitutes may apply to only one of the service areas ~~(North, South and Central)~~ (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 Service Calling Area but are subject to assignment to any school within the Service 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 clerical 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.
- 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 "Do 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. ~~A written list of all SBM (School Based Management) schools with adjusted teaching schedules (daily or occasional longer or shorter teaching schedules, pursuant to their School Based Management plan) shall be provided to all substitute teachers. 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. The Local School Leadership council shall determine if substitute employees working at the school site are to receive adjusted pay for schools with lessor or greater teaching time.~~

...

5.6(c)(3) Fails to answer the telephone personally between 5:30 AM and 8:30 AM. In the case of ~~Children's Centers~~ Early Education Centers, the hours are 7:30 AM to 9:30 AM.

...

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.

...

7.2.1 Substitutes called for a full day assignment shall not have their work hours shortened due to Banked-time Tuesday early release of students.

...

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 cancelled less than one hour prior to the start 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.

...

12.0 Separate calling lists shall be maintained for Development Centers and ~~Children's Centers~~ Early Education Centers.

13.0 ~~Remote Telephone Call Forwarding Service~~ Toll Free Calling: ~~Additional telephone lines will be established for the North Service Area and South Area with remote call forwarding service to the Central Substitute Assignment Unit in order to minimize employee telephone charges. The District shall maintain 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.



**Previous Proposals:**

09/15/17 – District Initial

03/15/18 – UTLA Counter

04/12/18 – District Counter

06/01/18 – UTLA Counter

07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XX**

**SUMMER/WINTER/INTERSESSION -  
INTERVENTION/EXTENDED LEARNING PROGRAM SESSIONS**

[No Change]

**PREVIOUS PROPOSALS:**

06/20/17 – UTLA Initial  
06/20/17 – District Initial  
08/21/17 – District Counter  
02/02/18 – UTLA Counter  
03/15/18 – District Counter  
04/26/18 – UTLA Counter  
05/24/18 – District Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XXI  
ADULT AND CAREER EDUCATION**

1.2 The District shall furnish UTLA annually, upon request, with a ~~print-out list~~ of Adult Education assignments, listed by name, employee number and work location and classification codes.

...

2.1 All personnel in categorically funded programs shall be employed under binding individual (~~"M" basis~~) ~~employment~~ temporary 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~~ temporary contracts. ~~"M" basis~~ temporary 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 tem 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 on other person shall be for the duration of the original term(s).~~

2.2 All ~~"M" Basis~~ temporary 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.

...

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 acquirement so long as such time does not exceed one school year.

2. To qualify for a year of longevity service, the individual must have served ~~734~~ 650 hours during that school year, excluding summer school. Prior to July 1, 2001, 156 hours were required to qualify for a year of longevity.

...

5.3 Staffing Procedures for School-Based Temporary Adviser Positions: With respect to ~~coordinator~~ school-based temporary adviser positions in the ~~Adult Education Division~~ Division of Adult and Career Education (DACE), determination of whether there shall be such a position at a school shall be made by the ~~Assistant Superintendent for the Adult Education Division~~ Executive Director of DACE. 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~~ Executive Director of DACE makes that determination, he or she shall respond in writing to each of the recommending parties. The following ~~mandated core~~ subject areas in Adult Education may have full time ~~coordinators~~ advisers: ~~Elementary Basic Skills (Academic); Secondary Basic Skills (Academic)~~ Academic; English as a Second Language and Citizenship, Parent Education, Programs for Older Adults, Programs for Disabled Adults, Vocational Education, Home Economics and Health and Career Technical Education. ~~In Regional Occupational Centers and Programs (ROC-ROP), departments large enough to warrant a full time coordinator may have full time coordinators.~~

a. With respect to regularly-funded ~~coordinator~~ adviser 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.

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

5.4 Staffing Procedures for Temporary Advisers Centrally Assigned: Temporary Adviser positions assigned to DACE or centrally deployed to school sites shall be assigned as follows:

a. The initial selection of employees to serve in any of the various adviser positions within the DACE shall be made by four-member selection panels, formed specifically for the position under consideration. Two members of each such panel shall be employees from the DACE Central office, and two members shall be site-based. Two of the members shall be administrators and two shall be UTLA members appointed by UTLA. An unfilled panel position or absent panel member shall not prevent the panel from conducting business.

...

10.3 Half Part-Time Leave:

a. ~~Half Time Leave shall be granted on a year-to-year basis to allow a permanent teacher in the Division of Adult and Career Education (DACE) to continue service for one half or his/her tenured assignment hours.~~

b. ~~A Part-Time Leave for other than one half time 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 April March 15 for the fall term and November 15 for the winter or spring terms 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.

...

12.0 Adult Education Assignments Committee: An Adult Education Assignments Committee will be comprised of an equal number of members up to four (4) members each appointed by the District and UTLA. The Committee will meet once per semester and will examine methods by which Adult Education assignments are made and discuss alternative processes.

The Committee 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.

**UTLA - LAUSD**  
**2018-2020 MEMORANDUM OF UNDERSTANDING**  
**FOR ADULT EDUCATION ASSIGNMENTS**

This Memorandum of Understanding (MOU) is to memorialize the intention of the Los Angeles Unified School District (District) and United Teachers Los Angeles (UTLA) to develop contract language to pilot a process of making assignments for teachers in the Division of Adult and Career Education (DACE).

1. **DACE Assignment Task Force:** The District and UTLA agree to form an assignment Task Force which shall be comprised of five (5) members from each party to create language to address assignments of Adult Education Teachers. The Task Force shall meet at least four (4) times between the period of September of 2018 through January of 2019.
2. **Included Items:** The Task Force shall capture in writing and address the following matters:
  - a. A process for establishing and posting a matrix of classes to be taught.
  - b. A process for requesting an assignment and making assignments after initial assignments have been made.
  - c. A dispute resolution procedure.
  - d. A timeline for the above referenced processes.
  - e. A system to prioritize employee requests for assignments.
3. **Implementation:** It is the parties' intention to pilot the new assignment process in May/June of 2019 for assignment of classes for the 2019-2020 school year at one (1) mutually agreed upon location in the District. In order to facilitate this pilot, the parties shall make a good faith effort to conclude their negotiations by February 1, 2019.

The results of the 2019-2020 implementations shall inform the parties' negotiation teams which shall have the option to negotiate changes by February 1, 2020 for a District wide pilot in May/June of 2020.

The resulting negotiated pilot language shall be considered for inclusion in the parties' next reopener and/or successor agreement.

4. **Grievance Procedures:** The grievance procedures of Article V of the UTLA-LAUSD Agreement shall be limited to failure to adhere to the timelines agreed by the parties in the pilot negotiations.
5. **Term:** The Term of this agreement shall be through June 30, 2020.

\_\_\_\_\_  
UTLA

\_\_\_\_\_  
LAUSD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**PREVIOUS PROPOSALS:**

07/19/17 – UTLA Initial

11/13/17 – District Counter (HHS & SPED)

02/15/18 – District Counter (HHS & SPED)

03/01/18 – UTLA Counter

04/26/18 – District Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES (REVISED)  
JANUARY 7, 2019**

**ARTICLE XXII  
SPECIAL EDUCATION**

1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of certain special conditions involving special education teachers and service providers. It is understood by the parties that individual situations may be strongly influenced if not controlled by the express terms of the Individualized Education Program (IEP) of a student. Recognizing this legal obligation, the parties commit to take reasonable efforts to comply with the terms set forth and accomplish our primary obligation to serve students with disabilities.

2.0 Special Education Facilities: When locating and utilizing classrooms and facilities the District shall make a reasonable effort to ~~avoid segregation of handicapped and~~ integrate special education students with disabilities.

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

4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's ~~local school~~ of attendance site.

5.0 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.

6.0 Special Education Resources Notebook: Special Education Department chairs shall be provided ~~with a copy of the~~ a link to the Special Education resource notebook containing all pertinent Division bulletins.

7.0 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.

8.0 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 (5) members each appointed by the District and UTLA. The Taskforce will meet quarterly and will discuss, explore options and make recommendations on the following:

a. Review itinerant caseloads and workloads and make recommendations to make assignments more equitable. The taskforce shall take into account the available resources, effects of increasing/declining enrollment where applicable, needs of special education students and other target student populations and the number of students and sites to receive service.

b. Impact of direct vs. indirect services for students.

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.

9.0 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.

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

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XXII  
MULTITRACK SCHOOLS**

**(DELETED)**



**PREVIOUS PROPOSALS:**

06/20/17 – UTLA Initial  
08/21/17 – District Counter  
09/15/17 – UTLA Initial  
10/12/17 – District Counter  
02/01/18 – UTLA Counter  
03/01/18 – District Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XXIII  
EARLY EDUCATION CENTERS**

4.0 Chapter Chair Meetings: If necessary, In order to accommodate the UTLA Chapter Chair's attendance at the regularly scheduled monthly meeting of UTLA chapter chairs, the District shall permit the UTLA Chapter Chair to trade shifts with another willing Early Education Center teacher for that day. In the event that another willing Early Education Center teacher cannot be found to trade shifts, the site administrator shall schedule the chapter chair to the early shift for that day and assign the other teacher to another schedule as needed.

...

14.0 Early Education Task Force: An Early Education Taskforce will be comprised of an equal number of members up to four (4) members each appointed by the District and UTLA. The Taskforce will meet once per semester and will discuss the feasibility and explore options for the expansion of Early Education Programs and compensation for Early Education teachers. The Task Force may invite community organizations as appropriate to provide information and input to the Task Force.

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.

**PREVIOUS PROPOSALS:**

07-07-17 – UTLA Initial  
10-04-17 – District Counter  
11-13-17 – District Counter  
01-12-18 – UTLA Counter  
02-01-18 – District Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XXIV**

**STUDENT DISCIPLINE,  
LEGAL SUPPORT AND PROPERTY LOSS  
SCHOOL CLIMATE, STUDENT DISCIPLINE AND POSITIVE BEHAVIOR SUPPORT**

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 a positive school climate that supports proper and effective student discipline. 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 school rules of student conduct, supplemental to and consistent with the District-wide Code of Student Conduct and current District Policies; and

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

d. LAUSD and UTLA shall encourage the Local School Leadership Councils to revisit the local school rules of conduct on an annual basis. The co-chairs of the Local School Leadership Council shall place on the agenda to review the school discipline policy annually.

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 to students, parents, teachers and staff. The goal will be to post and distribute the rules no later

Article XXIV – Student Discipline, Legal Support  
And Property Loss

than 60 days after the start of school. Any later changes to such rules shall also be posted and distributed.

...

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 shall immediately notify the site administrator in writing and 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. The site administrator shall acknowledge receipt of the employee's notification and make the appropriate referral(s) within a reasonable time period.

...

6.0 Positive Behavior Support and Restorative Justice Practices Committee  
While the District maintains a Positive Behavior Support and Restorative Justice Practices Committee, UTLA may appoint up to 6 (six) members to serve on the committee.

**PREVIOUS PROPOSALS:**

04/20/17 – UTLA Initial  
05/25/17 – District Counter  
11/02/17 – UTLA Counter  
11/13/17 – District Counter  
01/12/18 – UTLA Counter  
03/15/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XXVII  
SHARED DECISION MAKING AND SCHOOL-BASED MANAGEMENT**

...

2.5.1 Matters of Input: The parties affirm the importance of meaningful engagement of the school community and participation in a collaborative process with all stakeholders which should include administrators, parents, teachers, classified personnel and students (when appropriate). The Local School Leadership Council shall maintain the goal of improving achievement for all students and for each individual subgroup of students and shall promote the innovative programs that distinguish the school. To that end, the Local School Leadership Council shall also have the opportunity to review and provide input on the following matters:

1. Interim Assessments
2. Breakfast in the Classroom
3. Student Course Electives (aligned to student interests and needs)
4. Site-based Local Control Funding Formula (LCFF) fund expenditures

**PREVIOUS PROPOSALS:**

09/15/17 – UTLA Initial  
02/01/18 – UTLA Counter  
03/01/18 – UTLA Counter  
04/26/18 – UTLA Counter  
05/24/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XXX  
SPECIAL COMMITTEES**

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

1. Adult Education
2. Bilingual
3. Children's Early Education Centers
4. Counselors
5. ~~Traveling Music Teachers~~ Art Education Branch
6. Librarians
7. Mentor Teachers
8. Psychologists
9. Special Education
10. Substitutes
11. ~~Multitrack Schools~~
12. Others may be added by mutual agreement as special needs arise

~~2.0 Charter School Co-Location Committee: A Charter School Co-Location Committee will be comprised of an equal number of members up to four (4) members each appointed by the District and UTLA. The Taskforce will meet once per semester and will discuss issues associated with charter school co-locations and develop strategies to mitigate the impact of such co-location. The Task Force may invite charter school representatives as appropriate to provide information and input to the committee.~~

*Strut of Intent*

The Committee 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.

**PREVIOUS PROPOSALS:**

07/07/17 – UTLA Initial (Transfers)  
07/19/17 – UTLA Initial (SPED)  
07/19/17 – UTLA Initial (HHS)  
07/19/17 – District Counter (Transfers)  
10/04/17 – UTLA Counter (Transfers)  
10/12/17 – District Counter (HHS)  
11/13/17 – District Counter (HHS & SPED)  
01/12/17 – UTLA Counter (Transfers)  
02/15/18 – District Counter (All)  
04/26/18 – District Counter (All)  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019**

**ARTICLE XXXI  
MISCELLANEOUS**

~~Items relating to department and grade level chairpersons, coordinator and dean election procedures and out of classroom assignment limitations have been moved to Article IX-A Assignments.~~

~~Items related to child abuse allegation procedures, arrest procedures and mental incompetence have been moved to Article X, Evaluation and Discipline.~~

~~Items related to mileage reimbursement and Student Interaction Program camp counselors have been moved to Article XIV, Salary.~~

...

2.0 Facilities for Support Employees: The District and UTLA recognize that in many schools the facilities available to visiting employees (such as school psychologists, elementary counselors, nurses, audiometrist, audiologists, and PSA Counselors) have been considered inadequate by the visiting employees. The District shall upon request consult with UTLA regarding these problems. Effective July 1, 2019, the District shall provide itinerant employees a workspace based on availability at the worksite.

3.0 — [Reserved]

4.0 — ~~Special Education Facilities:~~ ~~When locating and utilizing classrooms and facilities the District shall make a reasonable effort to avoid segregation of handicapped and special education students from regular program students.~~

~~5.0 Special Education Moving Assistance:~~ In case of required change in teaching location and/or room assignment for SDC teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies.

~~6.0 IEP Meetings:~~ Except in unusual circumstances, IEP meetings shall be held at the student's local school site.

~~6.1 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.

~~7.0 Special Education Resources Notebook:~~ Special Education Department chairs shall be provided with a copy of the Special Education resource notebook containing all pertinent Division bulletins.

~~8.0 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.

~~9.0~~ 3.0 Access to School Facilities: Employees shall have equal access to all telephones, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable manner. Employees shall also have equal access to on-site parking spaces, except that parking spaces are to be reserved as follows:

- a. For identified ~~handicapped~~ staff members and for ~~handicapped~~ visitors with disabilities 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.

~~10.0~~ 4.0 House Leaders: House leaders at the Middle School shall be permanent teacher if practicable.

5.0 Magnet School Conversions: The parties acknowledge that the magnet school conversion process is outlined in District Reference Guide 6104.3 and nothing in this Agreement shall



preclude the District from making revisions to this bulletin. The District shall, however, provide UTLA a copy of any future revisions to Reference Guide 6104.3 prior to its implementation.

### **LAUSD ADDITIONAL ITEMS**

- A. Plain Language: The parties agree to provide a summary of document that provides clear outline of the contract for families and the public.
- B. Credit Coursework: The parties agree to adjust Teacher Professional Development to student learning needs so that structure for earning point toward salary steps better aligned with competencies and District priorities such as Science, Arts, Foreign Language and Technical Education.
- C. Limited Pilots: The parties agree to create a limited pilot of a number of UTLA proposals at a limited number of schools as recommended by the Factfinder as practical for the 2019-2020 School Year in Article IX-A Assignments and Article XII-B Professional Development.

JAN - 7 2019

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**PREVIOUS PROPOSALS:**

06/01/17 – UTLA Initial  
06/20/17 – District Counter  
10/04/17 – UTLA Counter  
04/12/18 – UTLA Counter  
04/26/18 – District Counter  
06/01/18 – UTLA Counter  
07/24/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
JANUARY 7, 2019 – Revised 1:15 pm**

**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. (HOLD)~~

2.0 Uniform Staffing Procedures For All K-12 Schools:

a. Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers on any ~~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 site administrator shall also post a seniority roster. 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 be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administrator. In any event, however, the time must be utilized by the end of the second week of student instruction.

b. Requests: Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) ~~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. Any locally determined method requires the independent agreement of both the site administrator and chapter chair. If a locally determined method is not agreed upon, the site administrator and chapter chair shall hold a meeting and consult over the assignment of teachers to the matrix pursuant to section (c) and (d) below. Teachers on leave who are scheduled to return to service should participate in the selection process.

...

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, chapter chair and department or grade level chair working together reasonably determine who will fill the opening or vacancy.

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12.0 Request for Assignment for Unit Members Reporting to Health and Human Services: A request form for unit members reporting the Health and Human services is included in this Agreement as Appendix C. If a request is not granted, the unit member shall receive written reasons for this ~~action~~ denial upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.