

Previous Proposals

Initial UTLA Proposal: August 21, 2017

LAUSD Proposal: November 2, 2017

**UNITED TEACHERS LOS ANGELES**

**Bargaining Proposal**

**March 15, 2018**

**ARTICLE XVIII - CLASS SIZE & STAFFING**

~~[Note: Several of the class size restrictions in this Article have been temporarily affected by the District's exercise of its rights under Section 1.5 resulting from the District's fiscal crisis. Such changes are effected in District bulletins to the schools.]~~

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

- a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered.
- b. Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis.
- c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position.

1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date", herein defined as the last instructional day of the fifth week from the beginning of each school year. As of that date the number of teachers to be assigned to a school shall be based upon the class size averages and maximums ~~number of students listed in the teacher Allocation Tables and the staffing requirements~~ of this Article.

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

- ~~a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term.~~
- ~~b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position, and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.~~

- ~~1.3—Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:~~
- ~~a.— From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to register carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.~~
  - ~~b.— After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register carrying classroom teaching functions in classes or departments exceeding the expected class size.~~
- 1.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.
- ~~1.5—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, including a written rationale and a summary of applicable facts. Upon request of either party, the District and UTLA shall meet and discuss the intended variation from the class size restrictions prior to implementation. 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](#).~~

(See waiver notification presented by UTLA on May 25, 2017)

- 1.6 Class Size Arbitration Procedures: If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority, where no other reasonable or practical options are deemed appropriate, to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.
- ~~1.7—If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.~~

2.0 Class Size Averages & Maximum for:

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

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	TK-3	24.00	27
PHBAO Magnet	4-5 (6)	27.00	30
PHBAO Magnet	(6) 7-8	27.00	30
PHBAO Magnet	9-12	27.00	30
All Other Magnet	TK-3	24.00	27
All Other Magnet	4-5 (6)	29.5	33
All Other Magnet	(6) 7-8	29.5	33
All Other Magnet	9-12	29.5	33

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

NOTE: See [Appendix G](#) and [Appendix H](#) for separate class size agreements negotiated specifically for the 2015-2016 and 2016-2017 school years.

- 2.1 For purposes of the class size chart in Section 2.0 of this Article, Academic classes are those in English Language Arts, Math, Social Studies, Science, and Foreign Language. Non-academic classes are all electives, excluding Physical Education and activity classes such as Band and Drill Team.
- 2.2 Schools not falling within the categories provided in Section 2.0 of this Article (PHBAO, Desegregated/Receiver, or Magnet) ~~above~~ shall maintain class size averages and class size maximums consistent with Desegregated/Receiver schools ~~schools governed by the Student Integration Program (Desegregated/Receiver schools).~~
- 2.3 ~~Other Regular Program Class Size Averages & Maximums:~~
  - a. ~~Elementary schools: Taken together, all classes at a school in grades K-3 are to average 24 students, and in grades 4-6 are to average 35.5 students.~~
  - b. ~~Middle Schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.~~
  - c. ~~Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.~~
- 2.4 Non-elective Secondary Physical Education classes provided by the Physical Education Department (excluding elective PE classes, team sports, and activity classes such as Band, Pep Squad and Drill Team) are to have a maximum class size of 55.

3.0 Distribution of Students Within Grade Levels, Departments and Classes: 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.

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

5.0 Counseling Services: The District and UTLA share the goal of achieving shall maintain a secondary school counseling services ratio of 500-1 per secondary school. Once a school has exceeded 50% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 1,250 students would have 2 secondary counselors, while a middle school or high school with 1,251 students would have 3 secondary counselors ealeulated by the aggregate number of positions District wide, regardless of type of secondary school or funding source (centrally normed, LCFF, school determined, categorical funds, grants, etc.). This shall be regularly reviewed by the Superintendent and the Class Size Task Force, and shall remain an open item for negotiations through the term of the Agreement.

5.1 Teacher Librarian Services: The District shall provide one (1) full-time Teacher Librarian, five (5) days per week, to every Middle School and High School. The Teacher Librarian positions shall be paid for by the central office.

5.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school. The School Nurse positions shall be paid for by the central office.

5.3 For every school with at least 500 students, the District shall provide one (1) of the following school based full-time positions:

a. Restorative Justice Advisor

b. Dean

c. Psychiatric Social Worker

The Local School Leadership Council shall determine which position(s) shall be provided as part of the annual school adoption of a School Climate & Discipline Plan. The determination of positions under this section shall not impact the school site budget positively or negatively; e.g. a school receiving a larger allocation as a result of choosing a less costly position, or receiving a reduced allocation as a result of choosing a more costly position. Each position allocated under the terms of this section shall provide direct service to students for the majority of their assigned day.

6.0 Early Education Centers: Pursuant to State requirements, the allocation of staff is to be determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept).

~~7.0 Special Education: The District shall make a reasonable effort to maintain special education class size as indicated in Appendix A for the term of this Agreement. In schools having two or more classes of the same category, class sizes will be based on the average of those classes in the school rather than by individual classes. The Special Education Division's monthly class size reports shall be provided to the Class Size Task Force and made available for inspection by any employee or UTLA representative. When a special education class has exceeded the norm by two or more students, the teacher may notify the Special Education Coordinator. Within fifteen (15) workdays of the notification, if the condition persists, the District shall make a reasonable effort to remedy the situation, after consultation with the affected teacher, by means such as the following:~~

~~a. the transfer of excess student(s) to another class or school site, or~~

~~b. the opening of an additional class if sufficient students are available, or~~

~~c. the assignment of additional aide(s) to the class. Upon request, the District shall advise the teacher, in writing as to the reason and anticipated duration of the excess student(s), and as to any efforts being taken, to remedy the situation.~~

- 8.0 Class Size Task Force: A Class Size Task Force, comprised of five (5) UTLA appointees and five (5) LAUSD appointees, one (1) parent appointed by UTLA, and one (1) parent appointed by LAUSD, shall be established and maintained. The Task Force shall:
- a. Meet quarterly during District business hours, unless Task Force members mutually agree to schedule additional meetings at other intervals or times. District employees appointed to the Task Force shall be released from their regular employee duties at no loss of salary or benefits.
  - b. Receive a monthly report from the District showing K-12 class sizes, including special education caseloads, for all LAUSD K-12 school sites.
  - c. Review the monthly reports and identify patterns deserving further attention and analysis.
  - d. Review all approved waivers related to class size averages and/or maximums.
  - e. Explore options and strategies for reducing class sizes in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions.
  - f. These subject matters to be discussed by the Task Force may include matters of consultation or permissive bargaining, as well as matters that fall within the scope of mandatory bargaining. However, the Task Force shall not have authority to engage in bargaining, reach agreements or make joint reports/recommendations. Task Force members shall report back to their respective bargaining teams in an advisory capacity.

Previous Proposals

Initial LAUSD Proposal: September 15, 2017

**UNITED TEACHERS LOS ANGELES**  
**Bargaining Proposal**  
**March 15, 2018**

**ARTICLE XX**

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

- 1.0** General: Applicants must initially apply to one site and, if not selected at that school, must be available for all schools in that geographic area. For voluntary and mandatory student summer session (intervention)/ multi-track school intersession (intervention) and/or Extended Learning Program purposes, elementary, secondary and Special Education schools are considered to be a part of the geographic area in which they are located. For Designated Instructional Services (DIS) Programs, the program office shall be considered the school for application and assignment.
- a.** Applicants may apply for only one subject field and/or program.
  - b.** Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.
  - c.** 50% Rule for priority: An applicant who was paid in a status other than substitute for 50% or more of the hours the mandatory or voluntary student summer ~~school~~ term/multi-track school intersession and/or extended learning program was in session shall be considered to have taught for the purpose of determining priority rating.
  - d.** ~~Multi-track year-round school teachers shall not be permitted to serve in the single track school's regular K-12 summer school or extended learning session program, but may serve during intersession programs in a multi-track school. (See Section 10.0 of this Article.)~~
  - e.** Employees whose basic assignment is limited to Adult Education shall be eligible solely for assignment in Adult Education summer session.
  - f.** Each applicant shall be notified in writing as to assignment (or non-assignment) to a summer session.
- 3.0** Selection - Secondary Schools First Round: Voluntary Summer ~~Term School~~: Not less than ten working days prior to the deadline date for summer session applications, the District shall establish and distribute a list of schools for each geographic area showing

the specific courses and/or Special Education programs that are planned to be offered at each school (listed by subject field).

a. Employees shall be selected at each school on the basis of priority and seniority as follows:

(1) Priority:

(i) Priority One-Regular classroom teachers who have taught the course(s) within the past six semesters and who taught less than 50% of the time during the previous session or who did not teach summer ~~school~~ term previous year.

**4.0** Selection – Secondary Second and Third Round: Voluntary Summer Term School: If any school is not completely staffed after the above process is completed due to a lack of eligible applicants to that school, unassigned applicants from the geographic area pools shall be assigned to the remaining vacant positions based upon teaching experience, priority, and seniority as described above.

**6.0** Displacements: Where and when a voluntary or mandatory summer term ~~school~~ session site becomes over-taught on or before norm date, teachers shall be displaced within a program or subject field based on District seniority within the priority categories, beginning with the lowest priority. Additionally, in elementary schools, the criteria referenced in 13.0 will be considered. Applications of teachers so displaced shall be forwarded to the appropriate geographic area pool for assignment to openings based upon priority and seniority in any of the summer ~~school~~ term/intervention programs for which they are authorized to teach.

a. When a site is deleted, those who had been assigned to that site will be placed in the appropriate geographic area pool and given preference within their priority category for assignment to vacancies in other schools in that geographic area in any of the summer ~~school~~ term/intervention programs for which they are authorized to teach.

**10.0** ~~Voluntary Intersession – Multi-track Secondary Schools: Priority for assignment of applicants to intersession programs in multi-track schools shall be given to teachers currently assigned to that school. If more applicants apply than there are positions at the school, employees shall be selected for the assignments on the basis of priority and seniority as in 3.0 above.~~

~~a. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District shall be broken under the provisions of [Article XI, Section 6.2](#). The remaining applicants shall be eligible for assignment as described under Section 13.0, Priority Five below. The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours, Duties shall apply to intersession.~~

**12.0 Summer Session Adult Education:** Summer Session assignment in the Division of Adult and Career Education shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply: All references to “employees” in this Article are applicable to “personnel” as that term is used throughout [Article XXI](#) and in particular Section 1.1 thereof.

- a. Only personnel who have taught in the Division during the past school year are eligible to apply for summer ~~school~~ term assignments. New personnel shall not be recruited to teach summer ~~school~~ term as long as qualified applicants remain unassigned.

**13.0 Elementary School: Intervention/Extended Learning Programs:** Intervention/Extended Learning Programs assignments in grades K-8 (but does not include the Middle School Summer ~~School Term~~ or Multi-track Middle School Intersession Program) shall generally be governed by the foregoing provisions of this Article, however, the following shall also apply:

- c. Compensation: Teachers who participate in such Extended Learning Programs shall be compensated on X basis (~~10thly~~ hourly rate). The summer ~~school~~ term rate (Z basis at ~~10thly~~ hourly rate + a differential factor of 1.09224) will be used only if the following conditions exist:

- (1) Class size in the affected grades are at or higher than the District class norm for summer ~~school~~ term/multitrack school intersession.

- (2) Student instructional hours are a minimum of \*\* four hours per day and the length of time which will make them eligible for class credit. (\*\* Established length of time for summer ~~school~~ term/~~multitrack year-round school intersession~~ is six weeks, however, the year-round school intersession may be broken up into two week or three week blocks of time for a total of six weeks.)

**13.1 Mandatory Student Summer Session/Multitrack Intersession Elementary:** ~~For Weeks 1-6 teachers who participate shall be compensated at the summer school rate (i.e., Z basis at 10thly hourly rate + differential factor of 1.09224) for four hours of instructional time per day.~~

- ~~a. For weeks 5 and 6 teachers who participate will receive an additional hour per day at X-basis for a total of 10 hours.~~

- ~~b. For year-round schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.~~

**13.2 Mandatory Student Summer School/Multitrack School Intersession/Intervention Selection Elementary:** All conditions for selection described above shall apply in addition to the following: ~~Single track calendar sites with less than the specified number~~

~~of eligible students will be combined within local District and treated as a single, local site.~~

- ~~a. Staffing for local District center sites (sites housing students from several sites) will be determined by the local District center principal using the above selection process (i.e. local District centers will be treated as single site).~~

~~**14.0** Secondary School: Intervention/Extended Learning programs~~

- ~~a. Selection: refer to section 3.0 above.~~
- ~~b. Compensation: Teachers who participate in such mandatory Intervention classes shall be compensated in the following manner:
  - ~~(1) For Weeks 1-6 Teachers will be compensated at the summer school rate (i.e., Z-Basis at 10thly hourly rate + differential factor of 1.09224) for 4 hours of instructional time per day.~~
  - ~~(2) For Weeks 5 & 6 Teachers will receive an additional hour per day at X-basis for a total of 20 hours (i.e., auxiliary).~~~~

~~**NOTE:** For Year Round Schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.~~

~~**15.0** For any training required of these programs, the teacher will be compensated at X-bases basis (10thly hourly rate).~~

**UTLA rejects all other LAUSD proposals for Article XX from September 15, 2017, and proposes status quo on all language not included in this proposal.**

Previous Proposals

UTLA Proposal: June 1, 2017

LAUSD Proposal: July 19, 2017

UTLA Proposal: October 4, 2017

LAUSD Proposal: November 30, 2017

**UNITED TEACHERS LOS ANGELES**  
**Bargaining Proposal**  
**March 15, 2018**

ARTICLE X – EDUCATOR DEVELOPMENT, SUPPORT, AND EVALUATION

5.0 UTLA rejects the LAUSD proposal for Section 5.0.a and Section 5.0.b, as submitted on July 19, 2017.

- Effective July 1, 2019, the Teacher Learning Framework shall no longer be used as the basis for evaluation of certificated bargaining unit members.
- Effective July 1, 2019, the California Standards for the Teaching Profession shall be used as the basis for evaluation of certificated bargaining unit members.

Previous Proposals

UTLA Proposal: May 25, 2017

LAUSD Proposal: June 20, 2017

LAUSD Proposal: August 21, 2017

UTLA Proposal: October 4, 2017

UTLA Proposal: October 12, 2017

UTLA Proposal: November 2, 2017

LAUSD Proposal: November 13, 2017

LAUSD Proposal: November 30, 2017

**UNITED TEACHERS LOS ANGELES**  
**Bargaining Proposal**  
**March 15, 2018**

**ARTICLE XIV**  
**SALARIES**

- Effective July 1, 2016, all certificated bargaining unit member salaries, including adult education educators and substitute educators, shall be increased by 6.5%.

30.0 Payroll Errors: Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the District ~~in a timely manner as provided in the grievance procedure of Article V,~~ shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

30.1 Salary Overpayments: ~~For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, \$200 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two-year period. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment will be as much as the entire amount. In such cases, however, the District will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.~~

For cases in which the District incorrectly reports an employee salary to CalSTRS or CalPERS, resulting in the employee owing CalSTRS or CalPERS for an overpayment of benefits, the District shall reimburse the retirement agency for the entire costs of the incorrect reporting and resulting overpayment of retirement benefits.

34.1 **UTLA rejects the LAUSD proposal for *Automatic 457(b) Enrollment* as submitted on August 21, 2017.**

37.0 **UTLA rejects the LAUSD proposal for *National Board Certification*, as submitted June 20, 2017.**

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.

**CONCEPTUAL PROPOSAL:**

UTLA and LAUSD shall jointly identify 100 high need schools where there are no NBC teachers currently assigned, and create NBC candidate cohorts at each school. LAUSD will pay the exam fee for any teacher that participates in one of the cohorts, takes the NBC exam, and commits to staying at the school for at least two complete school years after becoming an NBC teacher.

Previous Proposals

UTLA Proposal: July 7, 2017

LAUSD Proposal: October 4, 2017

LAUSD Proposal: November 13, 2017

UTLA Proposal: January 12, 2018

**UNITED TEACHERS LOS ANGELES**

**Bargaining Proposal**

**March 15, 2018**

ARTICLE XXIV

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

- 1.0 District Code of Student Conduct and School Climate & Discipline Plan: It is the intention of the parties that ~~teachers and administrators, along with~~ students, parent/guardians, and all school staff work in a mutually supportive manner to maintain a positive school climate that supports proper and effective student discipline practices. ~~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 Districtwide 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, annually approve by a majority vote, issue local rules of a School Climate & Discipline Plan student conduct, supplemental to and consistent with the District-wide Code of Student Conduct, prior to the first day of each school year. ~~and~~
  - c. Local School Leadership Councils shall annually review and evaluate the effectiveness of the existing School Climate & Discipline Plan as part of the process for approving a Plan for the following school year, in accordance with Article XXIV, Section 1.b. This process should start no later than March 1 of each school year.
  - d. The annual School Climate & Discipline Plan shall include, but not be limited to, the roles and responsibilities of students, parent/guardians, and all school staff in supporting the Plan. The annual School Climate and Discipline Plan shall also indicate ongoing efforts and supports for positive behavior support and learning, including, but not limited to, professional development and training for certificated, classified, and administrative staff, parent education, and student programming.

- e. The annual School Climate & Discipline Plan shall include, but not be limited to, the process for referring students for school discipline and/or intervention outside of the classroom and possible consequences for violations within the Plan.
  - f. 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 the School Climate & Discipline Plan and District-wide Code of Student Conduct and local school rules.
- 1.1 Schools shall ~~annually, at or soon after the start of the school year,~~ post and distribute the School Climate & Discipline Plan and District Code of Student Conduct and local school rules of student conduct to students, parents, teachers and staff no later than the tenth school day of each school year. Any later changes to such rules shall also be posted and distributed.
- 2.1 Teachers who choose to impose suspensions from their class shall immediately notify ~~report same to~~ the site administrator and suspend ~~send~~ the student from the classroom in accordance with the School Climate & Discipline Plan ~~to the office.~~ As soon as possible. The teacher shall also notify the parent or guardian of the student ~~shall be notified~~ about the classroom suspension, and/or a conference shall be scheduled with the parent or guardian of the student to meet with the teacher. Under special circumstances and upon written request by the teacher in which the special circumstances are described, the site administrator shall take responsibility for contacting the parent or guardian. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.
- 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 principal 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. Under all circumstances, the site principal shall provide a written response to the affected employee(s) within five (5) days to confirm receipt and provide notification of all actions taken by the principal in response to the employee's request.
- 6.0 Positive Behavior Support & Restorative Practices Committee
- a. A district committee shall be formed and maintained, consisting of educators, parents, students, community, and administrators, to identify and collaboratively

develop professional development models that support implementation of positive behavior support and restorative practices in our schools.

- b. The committee shall identify and develop curriculum and instruction approaches that are consistent with and supportive of positive behavior support and restorative practices (for example, ethnic and cultural studies, collaborative learning, etc.).
- c. The committee shall identify and develop school vision and structure models that are consistent with and supportive of positive behavior support and restorative practices (example: sustainable community schools). The school vision and structure model shall include particular attention to creating deep, ongoing engagement among students, parents, community, and school staff.
- d. The committee shall prepare a report on the resources, staffing, and support services for students and families that are necessary for successful implementation of positive behavior support and restorative practices in our schools. This report will include data on the use of full-time on-site PBIS and RJ experts.
- e. The committee shall identify demonstration schools that can be visited for others to learn about positive behavior support and restorative practices.
- f. The committee shall begin meeting no later than September 1, 2017 and provide an initial written report to the Board of Education, in accordance with d. above, no later than December 1, 2017.
- g. The committee shall be ongoing and will monitor the implementation of positive behavior support and restorative practices. In particular, the committee shall monitor the following elements, as they relate to positive behavior support and restorative practices: professional development, curriculum and instruction, school structure, stakeholder engagement, resources/staffing/support services, and support needed for schools moving towards implementation.
- h. The committee shall also identify, on an annual basis, schools for targeted school climate & discipline support and intervention.
- i. The committee shall meet no less than twice per month during District business hours. Certificated bargaining unit members appointed to the committee shall be released from their regular employee duties at no loss of salary or benefits.
- j. The committee shall consist of six (6) UTLA appointees and six (6) LAUSD appointees. Both UTLA and LAUSD will include among its appointees, respectively, one (1) parent, one (1) student, and one (1) community leader. Current UTLA represented Restorative Justice advisors, paid for by LAUSD or

through grants, may be appointed to the committee or utilized for support of the committee's work.

- 6.1 In order to provide ongoing support to schools, the Positive Behavior Support & Restorative Practices Committee shall create a School Climate & Discipline Action Team (SCDAT) to provide necessary support and intervention for schools identified pursuant to Article XXIV, Section 6.0.j. above. The Team shall include no less than two (2) UTLA appointees and two (2) LAUSD appointees, who will also serve on the district committee defined in sections b-j (above). Under all circumstances, the team shall be composed of an equal number of UTLA and LAUSD appointees. UTLA appointees shall be released full-time to serve on the team. Targeted intervention and support may include, but is not limited to: professional development; development, implementation, and evaluation of a school-wide behavior support plan; peer coaching; recommendations for additional staffing and other additional resources.