

**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

**DISTRIBUTED TO UNION**

**APR 26 2018**

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**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
APRIL 26, 2018**

**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 from in the regular education program students.

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 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.

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

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

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

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**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)

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
APRIL 26, 2018**

**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.~~

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~~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.

8.03.0 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~~ 4.0 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~~ 5.0 House Leaders: House leaders at the Middle School shall be permanent teacher if practicable.

6.0 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.