

School of Social Justice
At Linda Esperanza Marquez HS
Elect-to-Work Agreement
2019-2020

Mission:

The School of Social Justice (SSJ) mission is to promote academic excellence while empowering students to seek higher education and become community leaders. SSJ's implementation of a rigorous standards-based instructional program fosters development of core leadership skills, such as critical thinking, effective communication, and equitable problem solving, all of which contribute to success in post-secondary education or future employment. All SSJ stakeholders support intellectual growth and character building by maintaining a positive learning environment insuring continued progress in student accountability, collaboration, and community/self-advocacy.

Vision:

The School of Social Justice is committed to developing global citizens who lead responsibly, who act courageously, and who inspire others to bring about positive changes in their community or society.

Preamble

As a Pilot school, The School of Social Justice has contracts with Los Angeles Unified School District (LAUSD) and the United Teachers of Los Angeles (UTLA). Thanks to these District and Union contracts, SSJ has the increased instructional autonomy and flexibility to be educationally innovative. This right to autonomy allows SSJ create an Elect to Work Agreement (EWA), which includes additional contractual requirements. For instance, the EWA allows SSJ to set the "School day" and "School year" for all stakeholders. Teachers employed by the School of Social Justice must sign the Elect to Work Agreement annually to renew their commitment to the policies and practices of this institution.

The Governing School Council (GSC) is the primary decision-making body of the School of Social Justice. The GSC can make recommendations to School Site Council. The Governing Board will be comprised of non-paid members: administrators, teachers, parents, students, and community members who will review and approve the Elect to Work Agreement (EWA) annually. They will oversee the school budget, educational policies, the principal evaluation process, and support the vision of SSJ. In order to achieve our vision, staff at the School of Social Justice is expected to assume a number of specific responsibilities.

I. Terms of Employment

- The School of Social Justice will operate on an early start calendar, in accordance with LAUSD, from August 19, 2019 to June 15, 2020.
- It recommended that Employees and staff members report to work four days prior to the opening of the school year for professional development (buy back days). PD will focus on school-wide instructional practices, school policy updates, and changes in daily operations.

- Employees and staff members will be compensated X-time, up to six hours per day, for attending professional development during buy-back days based on budget availability. Staff members will be notified prior to the buy-back days if funding is available.
- Employees and staff will contribute to SSJ's culture of college and career readiness, which includes supporting and establishing instructional strategies for a positive learning environment.

II. Workday

The school workday is 7:20 am – to 2:45 pm, Back to School Night and Parent Conferences are the only exceptions.

III. The School Year

The school year for students will consist of 180 days of instruction. The contractual year begins August 19, 2019 – June 15, 2020. Teachers, counselors, coordinators and clerical staff may work additional days according to the following schedule: Starting workdays August 13, 2019 – June 15, 2020)

- Four days of professional development during the week prior to the school year, from August 13, 2019 – August 16, 2019.
- One three day, end of the year, AVID Summer Institute conference/retreat.

IV. Responsibilities of Teachers, Counselors & Coordinators

A. Positive School Culture and Accountability: *Teachers, Counselors and Coordinators are expected to contribute to the culture of the school by:*

- Attending all professional development and faculty meetings, scheduled according to their role. Teachers are exempt from participating in Professional Development on the Tuesdays when Midterm or Final grades are due that same week.
- Being a member of at least one school committee (i.e. positive behavior, social-cultural, professional development, data & intervention, etc.)
- Support the extra-curricular/athletic activities of students by doing one of the following:
 - attending an athletic event
 - chaperoning a school field trip.
 - sponsoring a student club meeting during the school day
- Supporting student and parental involvement by:
 - chaperoning at least one after-school activity per year (i.e. dance supervision, concession stands, etc.)
 - attending at least one community-building/parent activity per year (family night, AVID recognition ceremony, Senior Award Night, interdisciplinary project showcase, etc.).
 - holding a parent conference before or after school.
- Participating in IEP, SSPT, intervention and parent conference meetings as needed to support student achievement.
- Monitoring the hallways during passing periods on a regular basis.
- It is recommended that teachers, counselors & coordinators devote a minimum of one hour per week, after school, to meet with students or parents, as needed. Teachers, counselors &

coordinators to provide specific dates and times of availability before September 1st of the new school year.

V. Responsibilities of Teachers

***** Any new duties will not be implemented without teacher agreement in a 50 plus 1 vote.**

A. Instruction: *Teachers are expected to*

- Submit emergency lesson plans to the office by the second week of the academic semester, and update after each use.
- Submit course syllabi which include grading policy to school principal before the first day of instruction. The course syllabi should also be uploaded to Schoology for parent and student access.
- When absent, teachers should follow Smart Finder protocols to obtain a substitute, and provide lesson plans for the duration of the absence. If planning to be absent, notify the Admin office by email or phone (323)584-3871 no later than 7:00am.
- Imbed the theme of social justice in the curriculum of each course at least once a semester.
- Use student data for intervention, regrouping, and differentiating instruction.
- Observe and practice five key AVID /WICOR Strategies.
- Maintain a positive learning environment using Restorative Justice Practices.
- Implement SSJ Advisory curriculum. Teachers not assigned an Advisory will serve as a team teacher based on the needs of the students.
- It is recommended that teachers devote one hour a week to students outside of class for tutoring or detention. Extra Pay for tutoring hours is available if the following criterion is met: At least 10 students attend a weekly 1 hour tutoring session. Teachers will be eligible for the hourly rate with proper documentation (sign-in sheet and learning log).

B. Discipline: *Teachers are expected to*

- Implement a common school wide discipline plan (behavior contract will be provided during Buy Back Days).
- Consistently document misbehavior or discipline issues using the MSIS online referral.
- Participate in after school detention on a rotating basis (half an hour of tutoring can be exchanged for 30 minutes of detention). Only if staff agrees during Buyback days with a vote of 50 plus 1.
- Enforcement of Uniform and Tardy Policies will require same day lunch detention.

C. SPED Teachers

- Will meet once a week during Advisory to discuss: progress monitoring, new students, etc.

VI. Responsibilities of the Coordinator: *The coordinator is expected to*

- Provide staff with clear list of duties for each assigned coordinator.
- Collaborate as a team of outside personnel for school wide planning and support on a regular basis.
- Communicate plans to the team in a timely manner (48 hours) prior.
- Work with clerk to communicate with parents.

- Work with professional development committee to plan professional development activities.
- ILT committee will plan professional development activities.
- Collaborate with teachers to plan and facilitate all community-building activities.
- Use student data to conference with failing and at-risk students.
- Provide teachers with student data reports as needed according to assigned area (paper document or provide assistance to access in the student data systems) to increase instructional practices.
- Serve as academic/instructional coach in modeling and strategizing lessons.
- Provide teachers with a list of departments available to support.
- Spearhead peer observation.
- Mentor new teachers.
- Build communication with community to identify partners for career and resources
- Coordinate and perform all testing duties (ELPAC, SBAC, RI, IAB, etc.)
- Perform other duties as needed (supervision, tardy table, forming detention lists, etc.)

VII. Responsibilities of the Counselor: *The counselor is expected to*

- Follow guidelines set in this EWA
- Program students based on data results, teacher recommendations, and academic needs in accordance with the vision and mission of the school.
- When programing students, use teacher recommendations based on student dynamics before the start of each semester.
- Changes to student course schedules must be given to the roster carrying teacher 24 hours in advance to alert teacher of possible disruptions in classroom environment, and to allow the counselor time to provide copies of grades or course percentages to the receiving teacher. All classroom roster changes must be approved by the teacher before finalization. The teacher will indicate acceptance with an initial on the student change of class form. If teacher does not approve, then a discussion between the roster carrying teacher, counselor, and principal must occur in order to determine better options, or to make other course arrangements.
- If a class change is required as requested by the principal, federal state mandated (IEP or EL placement) or to satisfy A-G requirements, changes will be made as soon as possible. No classes will be changed during an open grading period. As a courtesy to teachers, an email will be sent to notify them of the change 24 hours in advance. Student initiated change will require teacher approval.
- If a teacher would like a student moved, they must have applied four documented interventions per semester in order to assist that student, e.g., RTI, conferences with student, strict adherence to IEP goals, seat changes, or integration of AVID/CLRP/SDAIE strategies. Teachers must also get written permission from parents to make the move.
- If a class change is initiated by the student, a conference with the parent via phone or in person is required along with the appropriate documentation justifying the request (medical condition, hostile environment, or failed written instructional plan).
- Counselors will assist in making parental calls to arrange classroom visits or parent conferences after interventions have been attempted by the teacher. All attempts by the counselor will be made to accommodate teachers during their conference period, but if this is

not possible, conferences may be scheduled either before or after school with 48 hour notice and teacher approval.

- Provide a Calendar of scheduling or Matrix timeline to staff before the beginning of the school year (At closing of Buy Back Days).
- Meet with departments no later than February of every year to develop course offerings, conference periods, student placement, etc. for the upcoming school year.
- Communicate with teachers regarding student issues during conference periods, e-mail, or in writing.
- Conference with failing and borderline students.
- Schedule classroom visits and parent conferences. Parent conferences should be scheduled during teacher conference periods with a 48-hour notice.
Once a semester, present A-G requirements and on-going college readiness/high school educational plans during advisory. A-G requirements should also be presented during student orientation, at specified assemblies in the beginning of the school year, and during Transitional Orientation Meetings (assemblies at end of the school year).
- Collaborate with parents/guardians and educators to assist students with educational and career planning.
- Participate in professional development activities to improve knowledge and skills when it pertains to school culture.
- Adhere to laws, policies, procedures, and ethical standards of the school counseling profession.

VIII. Principal, Teacher, and Counselor Evaluations

In the beginning of each school year, teachers and school leaders will be evaluated based on the current LAUSD & UTLA bargaining agreement.

IX. Communications

All employees are expected to have active email, Google-Docs, and Schoology accounts that are accessible on school grounds. Emails should be checked at least once a day. Emails and Schoology posts will be used as a forum of collegial discussion for whole-school issues. The Remind APP will be used for urgent matters, so everyone must have an active REMIND account.

X. Distributed Leadership in a Pilot School

The distributed leadership/shared decision-making model used by this and other pilot schools necessitates ongoing dialogue among staff, administrators, students, and families.

Participation in the EWA Review Committee can be through staff election, self-nomination, or continuous participation on the committee. Elections for the Committee shall be held by the 2nd week of October each year.

XI. Substitute Coverage

Whenever a teacher is absent, he or she must provide lesson plans for the substitute teacher. Teachers will make arrangements for a substitute teacher as soon as possible to avoid unplanned coverage of classes by colleagues.

XII. First and Second Year Teachers

In lieu of assuming key leadership roles, such as point person for a committee, new teachers will participate in the District BTSA support meetings and be expected to complete all requirements by the end of their 2nd year.

XIII. Mentoring and Professional Support

Teachers with a minimum of 5 or more years in the teaching profession may be asked to support new teachers as BTSA support providers or informally by working with new teachers on lesson planning, classroom management, grading support, and in-class assistance.

XIV. Hiring Staff

Teachers will be hired using an interview team. The interview team will consist of one GSC member, any available office staff, an administrator, a department specific teacher, a student, and a parent. Candidates for teaching positions will be required to teach a 20 minute lesson as a part of the interview process. After the interview, each applicant will be notified of the decision in writing within 48 working hours. This letter will be accompanied by a copy of the Elect to Work Agreement which must be read, agreed to, and signed by the candidate in order to validate employment at the Pilot School.

Teachers placed at SSJ by LAUSD will be screened by the Interview Team upon arrival to determine whether the candidate is a good fit, and whether he/she will comply with schoolwide policies. This same teacher will be subject to an end of the year interview to decide whether the LAUSD assignment will continue.

XV. Salary, benefits, seniority, and membership in bargaining unit

The School of Social Justice teachers will continue to accrue seniority as they would if working elsewhere in the Los Angeles Unified School District. Anyone hired as a teacher will receive the wages and benefits established in the LAUSD Teacher's Contract. Teachers will continue to be active members of the United Teachers of Los Angeles bargaining unit. Seniority at SSJ site supersedes LAUSD Seniority.

XVI. Compensation for additional hours

Every effort will be made to compensate teachers above and beyond all hours required by the UTLA contract. Compensation will depend on availability of funds.

XVII. Exiting at the end of the year

Teachers may unilaterally exit themselves from the School of Social Justice at the end of the school year after returning all school property assigned to them. When voluntarily terminating service, teachers are required to inform the principal verbally by the end of March and in writing by April 15. Principal will invite teachers to return or inform them of dismissal by April 15. The School of Social Justice will observe due process in dismissal procedures.

XVIII. Dismissal

Teachers will be subject to dismissal from School of Social Justice in accordance with existing laws and regulations as outlined in the UTLA Contract and by this Elect-to-Work Agreement. Teachers are expected to fulfill all UTLA contractual obligations including, but not limited to, attending trainings and meetings regularly and punctually, providing lesson plans when absent, calling for a substitute teacher when needed, attending parent conference nights, submitting accurate attendance in a timely manner, submitting grade marks and roll books on time and accurately, etc. Moreover, teachers are expected to fulfill obligations outlined in this Elect-to-Work Agreement. Failure to do so may result in dismissal from the School of Social Justice. The Governing Board reserves the right to change rules and regulations regarding dismissal on an annual basis.

XIX. Dispute Resolution

Pilot School bylaws or EWA responsibilities that are being questioned or disputed should be referred to the Governing School Council (GSC) for discussion, review, and resolution. All matters in need of review must be submitted in writing by email, or by letter addressed to the GSC chair at least 72 hours prior to the next scheduled meeting. The GSC will have 30 business days to complete its review and respond to parties initiating the request.

For Disputes beyond the scope of the Governing School Council, please follow the process and procedures outlined in Article V-A in the UTLA Bargaining Contract.

ARTICLE V-A - ALTERNATE GRIEVANCE PROCEDURE

1.0 General: This Alternate Grievance Procedure shall be used solely for resolution of those disputes which have been referred to this Article by the express terms of other articles of this Agreement. See, for example, **Article IX-A**. As to such specifically-identified kinds of disputes, this procedure is to be used exclusively, in lieu of the procedures of **Article V**. This Article may be used for other disputes only by mutual written agreement between the District and UTLA. As with **Article V** grievances, a grievance under this Alternate Grievance Procedure is defined as, and limited to, a claim that the District has violated an express term of the applicable article of the Agreement. A "day", for purposes of the timelines of this Article, is defined as any day of the calendar year except Saturdays, Sundays, legal or school holidays, or District– unassigned days (e.g., Day after Thanksgiving). The time limits of this Article are intentionally expedited to achieve early resolution, and are expected to be adhered to by all parties. Time limits may be extended or waived, but only by mutual written agreement.

2.0 Steps of this Procedure:

a. Informal Meeting Between the Grievant and Site Administrator: Within three (3) days after the aggrieved employee became aware (or should have become aware) of the occurrence of the event(s) upon which the grievance complaint is based, the aggrieved employee must request an informal meeting with the site administrator (and the department chair if the matter involves the department chair), to discuss the matter and attempt in good faith to resolve it. That meeting shall be conducted within three (3) days of the request.

b. Second Meeting, With Chapter Chair Included: If the dispute has not been resolved within three (3) days of the above-described Informal Meeting, the employee shall have up to an additional three (3) days in which to request a second meeting, this one to include the persons from the Informal Meeting, and also the chapter chair for the site, and may also include a designee of the site

administrator. The purpose of this meeting is for the site administrator and the chapter chair to attempt in good faith to resolve the dispute. This meeting shall be conducted within three (3) days of the request. If the matter is not resolved within three (3) days of the Second Meeting, then this step is deemed completed. Provided, however that if the chapter chair may be personally affected by the outcome, and there is no designated co-chair, the matter shall automatically proceed to the next step.

c. Submission to Alternate Grievance Panel: The aggrieved employee and the chapter chair wish to pursue the matter further; the chapter chair shall have three (3) days to submit the Alternate Grievance form to the site administrator, with copies to the Office of Staff Relations and to UTLA's Director of Staff Services. This filing shall cause the dispute to be referred to a two-member Joint Panel (see Section 3.0 below) for final resolution. The assigned members of the Joint Panel shall convene the parties to learn the facts and hear the parties' contentions, and then shall use all of their best mutual efforts to reach agreement upon the appropriate final decision. It is anticipated that they will be able to do so. However, in the event that they are deadlocked, Staff Relations and UTLA shall designate one of the Panel Members as the designated decision maker (and the other as advisory), based upon the principle of alternating between the District designee and the UTLA designee for succeeding deadlocked panels on a District-wide basis. (The members of the particular Joint Panel shall not be advised as to which would be so designated until such time as it becomes necessary to make the designation.) Joint Panel decisions are final and binding, but shall be applicable solely to the specific dispute, and shall be non-precedent setting.

3.0 Joint Panels: The District and UTLA shall each designate an equal number of retired District employees to serve as a pool of Joint Panel members. Such appointments shall be made each March for the ensuing school year. The total number of such appointees shall be determined by the District and UTLA each year based on anticipated needs, but shall not be fewer than eight (four each). The District and UTLA shall each make all reasonable good faith efforts to select their designees on the basis of perceived school experience, reputation for fairness and judicious character. Such appointees shall then be divided into two-member teams to serve together on an ongoing basis as a Joint Panel.

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BY SIGNING THIS DOCUMENT, I,
_____ **ACKNOWLEDGE THAT I**
HAVE READ ALL THE PROVISIONS OF THIS ELECT-TO-WORK AGREEMENT AND
THAT I AGREE TO ALL OF ITS TERMS. I ACKNOWLEDGE THAT FAILURE TO
MEET THESE EXPECTATIONS MAY RESULT IN TERMINATION.

Signature: _____

Date: _____

Name (Print): _____