

Strike Settlement

This settlement agreement is entered into by and between the Los Angeles Unified School District, its Officers, Board members, employees, agents, and attorneys (the “District”) and United Teachers Los Angeles, its Officers, employees, agents, and attorneys, (the “Union”), collectively (the “parties”). Now that the parties have reached a new collective bargaining agreement subject to ratification by the Union’s membership and the District’s Board, this Strike Settlement Agreement is intended to resolve all outstanding disputes between the parties that have arisen and could arise out of or relate to the parties’ collective bargaining that began in April, 2017, and the strike that began on January 14, 2019

1. The Union and District will promptly execute the new collective bargaining agreements [“CBA”] between the parties, which are dated as of January 21, 2019, upon the ratification of the CBA by Union members and the District Board of Education.
2. No Retaliation/Discipline/Discharge: The parties agree that there will be no retaliation, reprisals, discharge, harassment of any kind, or discipline issued or pursued against certificated bargaining unit members as a result of participating in or supporting the parties’ collective bargaining, impasse procedures, the strike, and/or other concerted activities such as meeting boycotts leading up to and during the strike.
3. Health Care: The parties agree that for the 2018 – 2019 work year only, the threshold for health benefits for UTLA represented Adult Education and Substitute employees shall be ninety-four (94) days.
4. Continuity Rate: The parties agree that for the 2018 – 2019 work year only, the threshold for substitute continuity rate shall be 124 days.
5. No Break In Service: The parties agree that the strike does not constitute a break in service for purposes of retiree health benefits eligibility
6. Withdrawal of Claims: In the interest of avoiding the time and expense of further legal proceedings and to resolve prior differences the parties agree:
 - a. The Union agrees to withdraw, dismiss with prejudice and take all reasonable and necessary action to halt the processing and litigation of the following actions:

UTLA v. LAUSD (LA Superior Court Case No. 19-STCV-00534)

UTLA v. LAUSD (PERB Case No. LA-CE-6391-E)

UTLA v. LAUSD (PERB Case No. LA-CE-6404-E)

UTLA v. LAUSD (PERB Case No. LA-CE-6401-E)

UTLA v. LAUSD (PERB LA-CE-6415-E)

UTLA v. LAUSD (PERB LA-CE-6419-E)

UTLA v. LAUSD (PERB Case No. LA-CE-6436-E)

UTLA v. LAUSD (PERB Case No. TBD; filed January 14, 2019,
electronically served on District on January 12, 2019)

- b. The District agrees to withdraw, dismiss with prejudice and take all reasonable and necessary action to halt the processing and litigation of the following actions:

LAUSD v. UTLA (LA Superior Court Case No. 19-STCV-00518)

LAUSD v. UTLA (PERB Case No. LA-CO-1760-E)

LAUSD v. UTLA (PERB Case No. LA-CE-6406-E)

LAUSD v. UTLA (PERB Case No. LA-CO-1766-E)

LAUSD v. UTLA (PERB Case No. LA-CO-1767-E; IR No. 763)

LAUSD v UTLA (Case No. LA-CE-6435-E)

LAUSD v UTLA (Case No. LA-CE-6439-E)

LAUSD v UTLA (Case No. LA-CE-6440-E)


- c. The District agrees that it shall not seek to add UTLA as a party in the following litigation, or otherwise pursue any relief of any kind against UTLA with respect to the following action:

Smith v. LAUSD (Cal. Central District Case No. 93-cv-07044)


7. Both parties agree to fully release each other and refrain from filing new complaints, charges, claims, lawsuits or other actions of any kind whatsoever in any venue against the other as an institution, or against the other's officers or employees, or in the case of the District, it will also refrain from filing any actions against individual or groups of employees represented by the Union, on or relating to issues arising from the strike and all bargaining activity leading up to the strike, irrespective of whether known or unknown at the time of this Strike Settlement Agreement.
8. In the event of any dispute arising out of the interpretation or application of this Strike Settlement Agreement, such dispute shall proceed through the grievance and arbitration process of the parties' 2014-2017 collective bargaining agreement.

9. If any provision of this Agreement is determined to be invalid, all remaining provisions shall remain in full force and effect. Nothing herein is intended to release claims that cannot be released as a matter of law.

10. No admission of liability: The parties agree this agreement does not constitute nor shall it be construed as an admission of liability by either party for any purpose.



For Los Angeles Unified School District



For United Teachers Los Angeles