

Previous Proposals

Initial UTLA Proposal: 6/20/17

LAUSD Proposal: 8/21/17

UTLA Proposal: February 1, 2018

LAUSD Proposal: March 15, 2018

UTLA Proposal: April 26, 2018

LAUSD Proposal: May 24, 2018

**UNITED TEACHERS LOS ANGELES
Bargaining Proposal
June 1, 2018**

ARTICLE XXI - ADULT AND CAREER EDUCATION

- 1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in the Division of Adult and Career Education (hereinafter “the Division”) is conducted by a combination of full-time and part-time employees trained in methods to meet the learning needs of the District’s youth and adult population in the areas of essential skills, lifelong learning, and vocational and occupational training. ~~While~~ It is recognized that Division personnel may be concurrently employed in other divisions of the district (including K-12), ~~it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. and~~ if there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to Division of Adult and Career Education employees, this Article shall prevail.
- 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.**
- 2.0 Employment Contracts: Adult Education ~~funded~~ employees who are assigned more than eighteen hours per week ~~in the same classification code~~ are covered either by probationary or permanent contract status.
- 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, ~~provide reason for why the position is deemed temporary,~~ 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 term 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.
- 3.0 Non-Contract Personnel-Release During Term of Assignment:

- a. All ~~part-time~~ temporary (18 hours or less per week) Adult Education funded personnel may be released during their ~~term~~ term of assignment only for the reasons stated in Section 2.2 above lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.
- b. Those with an assignment of 10 to 18 hours per week may utilize the grievance procedure ~~for claimed violations of Section 2.2. above~~; the sole remedy for non-unit members (those with an assignment of less than 10 hours per week) shall be an administrative review by the Division Superintendent or designee, upon written request submitted within 10 days of notification of their release. Also, if it is contended by a non-unit member that the release violated Board Rules and/or administrative rules, the grievance procedure for non-unit members (see Article V, Section 23.0) may be utilized.

~~4.0 Staffing Procedures for Part-time and Other Untenured Positions: For initial staffing purposes all part-time (18 hours or less per week) and other untenured full-time positions or courses are to be filled as set forth below.~~

~~4.1 For any given academic term, the site administrator shall first develop a plan covering the courses to be offered and determine which of the current personnel are to be utilized. (See Section 4.7 and 4.8 below) These assignments need not be posted.~~

~~4.2 All remaining new or vacant part-time positions or courses shall be posted at the applicable time-reporting site. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.~~

~~4.3 The site administrator shall first consider those qualified applicants currently assigned to the site whose assigned schedule would not conflict with the additional work and who if selected, would remain in current status with the Division. "Qualified", as used in this subsection, means that the applicant: Has taught the same course or closely related (e.g. English 1,2,3,4) course in the same subject (either in Adult Education funded programs or "M" Basis categorically funded programs) during the most recent six semesters, possesses the requisite credential, possesses appropriate training and/or experience needed for the position, and possesses the needed instructional skills or qualifications as stated on the job postings.~~

~~4.4 Remaining unfilled positions shall be posted at the Division Central Office and at the time-reporting sites and major branches and a copy faxed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants.~~

~~4.5 The site administrator shall select from among the qualified applicants at the site to fill each position before looking to other sources, provided that the site administrator shall not be so restricted when selecting for grant programs, partnership programs, community based programs, government/industry sponsored and/or other special contracts which involve other special selection arrangements. This special program/contract exemption shall be applicable only to bonafide programs, and shall not be used as an artifice to avoid the general requirements of this section.~~

~~4.6 During the initial staffing period prior to commencement of instruction, the site administrator shall equitably distribute the enrolled students among the teachers who are assigned to the same course and level at the same time and location.~~

4.0 Uniform Staffing Procedures for DACE Classroom Teachers

- a. Creation and Posting of Matrix: No less than thirty (30) workdays prior to the day teachers finish service for the school year, the site administrator, in consultation with department chairs, shall

prepare and post a matrix indicating the tentative classroom teaching positions for the next school year and will include the course title, clock hours, hours per week, projected length of assignment, location, and any special credentials, and/or necessary qualifications required for each assignment. The parties acknowledge that the matrix is based on projections and therefore subject to change.

b. Requests: Teachers with the required credentials and necessary qualifications may request assignment to specific class(es) within a department using a teacher preference form or other locally determined method. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

c. Assignments: The site administrator shall assign classroom teaching positions based on the following prioritization in order of priority:

1. Qualified permanent teachers at the school on the basis of District seniority to the teacher's tenure base, or up to 30 hours per week if requested by the teacher
2. Qualified permanent teachers in DACE to the teacher's tenure base, or up to 30 hours per week if requested by the teacher
3. Qualified probationary teachers at the school site up to 30 hours per week, on the basis of years of service in DACE
4. Qualified non-permanent, non-probationary, teachers at the school site up to 30 hours per week, on the basis of years of service in DACE
5. Qualified permanent teachers at the school site who request up to 40 hours per week
6. Qualified DACE teachers up to 30 hours
7. All other qualified teachers

4.1 In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible, but no later than twenty (20) workdays prior to the teacher's last scheduled work day for the school year. Teachers shall also be notified, as soon as possible, 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 an assignment, and require a preparation for a course not in the initial 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.

a. During the initial staffing period prior to commencement of instruction, the site administrator shall equitably distribute the enrolled students among the teachers who are assigned to the same course and level at the same time and location.

4.2 Dispute Resolution Procedure: The only exception to the procedures shall occur when the site administrator reasonably determines that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedures below shall apply.

- a. A dispute as to the assignment of a teacher to classes shall be resolved pursuant to the procedures of Article V-A of this Agreement.
 - b. The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and binding.
- 4.3 Staffing Procedures After Initial Selection: All remaining new or vacant part-time classroom positions or courses shall be posted at the applicable time-reporting site, and on the LAUSD/DACE Employment Opportunities website and emailed to UTLA. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), projected length of assignment, location, credential(s) required, any necessary special skills and/or qualifications, and the deadline for applications.
- 4.4 Positions shall be filled according to the priorities of Section 4.1 above by qualified teachers whose assigned schedule would not conflict with the additional work and who if selected, would remain in current status with the Division. "Qualified", as used in this section means that the applicant has taught the same course or closely related (e.g. English 1,2,3,4) course in the same subject during the most recent six semesters/trimesters, possesses the requisite credential, possesses appropriate training and/or experience needed for the position, and possesses the needed instructional skills or qualifications as stated on the job postings.
- 4.5 Remaining unfilled positions shall be posted at the Division Central Office and on the DACE Employment Opportunities Web page and at the time reporting sites and major branches and emailed to UTLA. Positions shall be posted as soon as they are known to be available.
- 4.6 DACE certificated employees may apply for any position for which they are qualified and available. When the hours of a new position would conflict with hours already being taught by the employee, the assignment of the new position will be by mutual consent. The employee shall not be asked to resign from the District as a requirement for being assigned to a new position.
- 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-taught condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:
- 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 acquired so long as such time does not exceed two years.
 2. To qualify for a year of longevity service, the individual must have served at least ~~734~~380 hours during that school year excluding summer school. ~~Prior to July 1, 2001 156 hours were required to qualify for a year of longevity.~~
 3. ~~Service in any Adult Education Division program shall apply. However, until such time as the District has the computer capacity to track service on a District wide basis, the District will look solely to the service at the current time reporting site, unless the individual requests consideration of prior service from another site. Such a request must be made prior to May 1, to be effective for the next school year.~~

5.0 Staffing Procedures for Tenured Positions: All new or vacant positions of more than 18 hours per week identified as tenured positions shall be posted by June 1 for the fall semester and January 5 for the spring semester and filled at the discretion of the site administrator.

~~c. The 2000-01 school year shall be counted toward tenure for eligible current probationary employees. In addition, employees who are tenured at 20 hours per week but who have been working for up to 30 hours per week in the same classification for the 1999-2000 and 2000-01 school years, shall be tenured at the hours worked effective July 1, 2001.~~

5.2 The District has committed to replace tenured Adult Education positions which become lost to attrition (resignation, retirement, death) ~~provided that the following conditions are met:~~

~~a. The position is in a field which the District has determined to be a growth field for the foreseeable future; and~~

~~b. The district has determined that funding and work is available for an additional block of hours equivalent to a tenured position; it is understood that the hours may be split in time and/or location, and may include weekend assignments.~~

6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

d. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches ~~30~~ 23 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor. If the above criteria is met and the administration fails to provide an aide, a second teacher will immediately be assigned to the class until such time as an aide is provided.

10.3 Half-Part-Time Leave:

a. Part-Time Half-Time Leave shall be granted on a year-to-year or term basis to allow a permanent teacher in the Division of Adult and Career Education (DACE) to continue service for ~~one-half~~ a portion of his/her tenured assignment hours or any class or shift that has been scheduled by the District.

- Pay Structure

Adult education teachers shall be paid hourly on the basis of a table, similar to Preparation Salary Table T, that is based upon education and experience.