

UNITED TEACHERS LOS ANGELES
Bargaining Proposal
March 9, 2017

The following document provides proposals for new language (underlined) and deletion of language (strikethrough) in Article XI of the UTLA-LAUSD Agreement. UTLA proposes no changes to the sections of Article XI not included in this document.

This is proposal #2 by UTLA for Article XI, in response to the LAUSD counterproposal (February 12) to the initial UTLA proposal for Article XI (January 26).

ARTICLE XI

TRANSFERS

~~1.3 Compliance with SB 1665 (Scott Bill): Notwithstanding any other provision of this Agreement:~~

~~a. All voluntary transfers of teachers to a K-12 school ranked in deciles 1 to 3, inclusive, on the Academic Performance Index shall comply with section 35036 of the Education Code.~~

~~b. No priority will be given to a request for a voluntary transfer by a certificated person after April 15 of the school year prior to the school year in which the transfer would become effective if other qualified applicants have applied for positions requiring certification qualification at the receiving school.~~

2.0 Administrative Transfers: The District may, for any reason not prohibited in the balance of this Article (including the incorporated Appendices) transfer employees when such action is deemed to be in the best interest of the educational program of the District. ~~Whenever possible,~~ The employee shall be notified and counseled regarding the transfer, and written reason(s) for such transfer shall, upon the employee's request, be supplied to the employee. Under no circumstance shall an employee be subject to an administrative transfer for arbitrary, capricious, or discriminatory reasons.

2.1.3 General Provisions

a. Confidentiality: In order to encourage a professional and harmonious mediation regarding the proposed transfer, it is agreed that from the time a mediation request is filed until the mediation is concluded, neither UTLA, the District nor the unit member shall make public the proposed transfer, the mediation, or information regarding the proposed transfer. This prohibition is not intended to restrict normal interviewing of individuals involved and other necessary preparation for mediation.

b. Mediator(s) shall be jointly agreed upon by UTLA and LAUSD or secured through the California State Mediation Service, on a case by case basis. Any costs of the mediator shall be shared equally by the parties.

6.0 Displacement - Over-teachered Schools: An over-teachered condition exists when there are more qualified teachers than positions at a school or within a program or subject field at a school, or when a program or subject field is reduced, eliminated or moved from a school. When an over-teachered condition exists, the following procedures apply.

a. The local school leadership council administrator shall reasonably determine whether and in what program/subject field the over-teachered condition exists and shall inform the faculty of the number of positions being eliminated. (Note Article XVIII, Sections 1.1 to 1.3)

b. An employee may ~~agree~~ volunteer to be displaced when an over-teachered condition exists. Such displacement ~~requires the concurrence of the employee and the current principal,~~ may be effected without a current transfer request on file, and shall not affect the employee's right to request a subsequent transfer. Such displacement carries no right to return to the home school. Such a teacher must accept all conditions for displacement and assignment which would have applied to other teachers being displaced.

c. In elementary schools and programs such as Early Education Centers, Development Centers and ungraded programs, all teachers in the program at the site shall be deemed a single group for displacement purposes. In secondary schools, and in Special Education wherever located, displacement shall be by program/subject field and the program or subject field in which a teacher is considered for displacement purposes shall be the one in which the teacher has taught for the major portion of teaching time during the employee's most recent six semesters of regular classroom teacher experience. Within the above categories of employment, when there is an over-teachered condition, the teacher with the least District seniority (see Section 6.2 below) will be displaced ~~unless it is reasonably determined at the discretion of the immediate administrator that such teacher possesses special instructional skills or qualifications needed by the pupils and the educational program at the school and not possessed by another teacher available to fill the need.~~ Additional provisions for Special Education teachers are set forth in paragraph j. below. In a secondary school or program, if the least senior teacher in the over-teachered subject field has at least ten years of District seniority, the teacher shall be permitted, upon request, to change subject fields and thereby cause the displacement of another teacher in the other subject field who has at least five years less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:

- (1) Must have taught in the second subject field the equivalent of at least six periods during the most recent six semesters without having received a Notice of Unsatisfactory Service or a below standard performance evaluation;

(2) Either possesses the requisite specified subject credential or a general secondary credential with a college major or minor or an advanced Degree in the second subject field; and

~~(3) Passes the District's examination in the second subject field, if requested by the administrator.~~

d. District identified disabled teachers assigned to facilities designed for the purpose of accommodating a District identified disability will not be displaced except where the teacher may be displaced to another facility which may reasonably accommodate the identified disability.

e. Certain teachers are exempted from displacement pursuant to the random selection and voluntary teacher integration plans under Appendix B, 4.3 and the continuous service transfer program under Article XI, Section 14.11.

f. Bilingual teachers teaching in Bilingual Master Plan programs (See Article XI-B) are exempted from displacement, provided they possess Bilingual Certificate of Competence, or "A" Level (high level of proficiency in conversation, reading and writing), or the "B" Level (high level in conversation, satisfactory in reading and writing).

g. Where displacement is required by this Section but each of the teachers within the applicable subject field or elementary school group is exempt from displacement by virtue of some other provision of this Section, the teacher with the least District seniority will be reassigned to another school in the same geographic area.

h. Part-time contract employees described in Article XIII, Section 1.2 (as distinguished from teachers on Half-time Leave and Reduced Workload Leave) shall have no transfer rights. In regard to displacement, such teachers shall have no seniority rights. ~~and they shall be retained at a school where a full-time teacher is displaced only when the part time teacher possesses special instructional skills or qualifications needed by the pupils and the educational program in the school not possessed by a teacher who would be available to fill the need.~~

i. In Special Education, the least senior teacher in the over-taught subject field shall be permitted, upon request, to change subject fields at the site within Special Education and thereby cause the displacement of another teacher in the other subject field who has less District seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:

(1) Possesses the requisite specified subject credential in the second subject field;

(2) Must have taught, or practiced, in the second subject field or program without having received a Notice of

Unsatisfactory Service or a Below Standard Performance Evaluation; and

~~(3) — Must, in the reasonable judgment of the site administrator, be qualified to teach in the second subject field or program.~~

In addition, a displaced Special Education teacher may be reassigned to an opening outside of Special Education at the same site, but only if the displaced teacher is properly credentialed and previously served in the regular non-Special Education program at that same site immediately prior to taking the Special Education assignment.

j. After one calendar year, the displaced Special Education teacher who was so reassigned shall have return rights to a Special Education opening at the site for which the teacher is qualified.

k. Counselors possessing a teacher credential and having served more than 50% of their assignment as a counselor during the past 39 months will for the purpose of displacement be considered within the group of counselors that do not hold teaching credentials.

6.1 Displacement - Non school-based Support Service Personnel and Driver Safety Instructors: In any situation where a unit of geographic area or office-based support service personnel ~~or Driver Safety Instructors~~ is deemed over-staffed, displacement and transfer to another geographic area or office shall be by District seniority ~~unless the responsible administrator determines that a special need exists analogous to 6.0e.~~

7.0 District-wide Transfer List: The District-wide Transfer List is a pool of employees who are to be deemed available, due to various reasons indicated in this Article, for transfer to any District school or geographic area, to meet District needs in accordance with faculty balance guidelines established in the Teacher Integration Program. The following employees shall be placed on the District-wide Transfer List:

a. All teachers returning from leaves of absence which do not include the right to return to a specific location;

b. All teachers displaced from a school due to an over-taught situation;

c. All teachers who are placed on the list pursuant to the Staff Integration Program (Appendix B) or Student Integration Program; and

d. Any teachers placed on the list pursuant to any other provisions of this agreement.

7.1 Teachers on the district-wide transfer list shall transferred in accordance with Article XI, Section 15.

7.2 Teachers on the district-wide transfer list shall have the right to refuse one (1) assignment that they are offered formally in writing. The District shall record such formal offers. After a refusal, and absent a medical or hardship exemption (Article XI, Section 8), the District shall place the teacher in an assignment for which he or she is qualified.

12.0 Return Rights

a. Displaced teachers who fit into the following categories shall have return rights as set forth below:

(1) A teacher displaced from a school between the end of one semester and the fourth week of the next semester shall be returned to the school from which displaced if by the end of the fourth week, a vacancy occurs (based on the classification report) for which the displaced teacher is the most senior displaced "match" by reason of same subject field or grade (K-6). If such displaced teacher is not a "match", the teacher may nonetheless be returned to a vacancy in a different subject under the above circumstances if:

(i) the teacher's credential permits

(ii) the teacher has some teaching experience in the subject during the preceding six semesters, and

~~(iii) the site administrator reasonably concludes that such a return is in the best interest of the educational program.~~

(2) A teacher displaced as a result of a school closure decision, reconfiguration, boundary change, or other action pursuant to Section 17.0 of this Article shall upon application be returned to the school from which displaced if before the end of the fourth week of the following fall semester a vacancy occurs for which the displaced teacher is the most senior displaced "match" by reason of the same subject field or grade level (K-6); if not a "match", the teacher must meet the criteria in (1) (i) and (ii) ~~(a) and (b) and (c)~~ above.

b. An employee in a non-teaching assignment at a location where previously assigned as a teacher shall, upon completion of the non-teaching assignment, remain at the site as a member of the teaching staff. If the completed non-teaching assignment was at a school site or office other than the prior teaching assignment, the employee shall be returned to the previous school if there is an opening or to a school in the same geographic area. As an exception, counselors and instructional coaches returning to a classroom assignment from a school site other than the prior teaching assignment, shall be given the

opportunity to remain at the site provided there is an opening in his/her credentialed field.

c. Notwithstanding the above, no assignments shall be made which would adversely affect the racial/ethnic balance of a school.

15.0 Transfer Assignment Priority: Except where otherwise provided in the Agreement, teachers shall be transferred to schools with known vacant positions (Article XI, Section 12.0) for which they are qualified by credential, subject field(s), grade level (K-6) and skills, in the following group order of priority:

a. Teachers covered by medical or hardship exemption (Article XI, Section 8.0) and guaranteed Continuous Service Transferees (Article XI, Section ~~13.0~~ 12.0).

b. Certain teachers with return rights limited to:

(1) Those teachers displaced between the end of one semester and the beginning of the next semester [Article XI, Section 12.0 (1)].

(2) Those teachers displaced as a result of a school closure decision, reconfiguration, or boundary change [Article XI, Section 12.0a (2)], ~~and~~ teachers displaced to the District-wide Transfer list (Article XI, Section 6.0, 7.0), and teachers returning from leaves with no right to return to a specific location (Article XI, Section 7.0a.). Teacher transfers from these three categories shall be based on order of seniority within the total group.

(3) Teachers returning to classrooms from non-classroom assignments (Article XI, Section 12.0 b.).

c. Teachers assigned to a school that is being converted to a Los Angeles Learning Center or a Charter School who do not wish to remain at such school may opt out by indicating so no later than May 15. Such teachers may take advantage of any transfer rights they may have under the Agreement or will be transferred to a vacancy at a school within the geographic region in which the present school is located, or if no such vacancy exists, shall be transferred to another geographic area.

d. Teachers transferred either as a result of having opted out of the Year Round School Program (Article XI, Section 17.0) or Magnet School, or out of the EIS program (Article XI, 7.0 b) and unassigned teachers displaced from closed schools (Article XI, Section 16.0),

e. ~~District-Wide Transfer List. Displaced teachers (Article XI, Section 6.0, 7.0) and teachers returning from leaves with no right to return to a specific location (Article XI, Section 7.0a.)~~

- f. Probationary contract waiver teachers, Section 7.5 of this Article.
- g. Teachers transferred under the Voluntary Teacher Initiated Transfer Program, Section 5.0.
- h. Teachers returning from Charter School Leave.
- i. Teachers newly hired.

18.0 School Conversions: Prior to submitting an alternative program of choice conversion plan, including but not limited to a Magnet School or Magnet Center, to the LAUSD Board of Education for approval, a vote of the certificated bargaining unit staff assigned to the school shall be conducted by a UTLA representative, as appointed by the UTLA President. The vote shall be conducted by secret ballot and all certificated bargaining unit staff assigned to the school shall be eligible to vote. A vote of support by 67% of those certificated bargaining unit members assigned to the school shall be required for submission of the conversion plan to the Board of Education.

18.1 If a school or part of a school is to be converted from a traditional program to an alternative program of choice, including but not limited to a Magnet School or Magnet Center, all full-time certificated bargaining unit employees at the school shall have a right to assignment at the converted school and shall not be required to reapply for assignment to the school after conversion. Employees that do not wish to stay at the school shall be eligible for voluntary transfer, pursuant to the terms of Article XI, Section 5.0.