

ARTICLE VI

WORK STOPPAGE

~~1.0 — Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, UTLA agrees to the following:~~

- ~~_____ a. — Neither UTLA nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage during the term of this Agreement. In the event of any actual or threatened strike, slowdown or other work stoppage, UTLA and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same; and~~
- ~~_____ b. — Any employee engaging in any strike slowdown or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law.~~

1.0 During the term of this Agreement or any written extension thereof, UTLA, on behalf of its officers and agents agrees:

- a. There shall be no strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with District operations during the life of this Agreement or any written extension thereof.
- b. UTLA, on behalf of its officers and agents, agrees that it shall not in any way authorize, assist, sanction, condone or, participate in any activities, including sympathy strikes, in violation of this Article.
- c. Any employee who violates this Article shall be subject to discipline up to and including termination of employment.
- d. UTLA shall immediately take whatever appropriate action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such appropriate action shall include but not be limited to sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and that the activity is prohibited. The prohibitions set forth in this article regarding participation in concerted activities do not apply to employees with respect to the use of their personal non-work time.

- e. Nothing herein constitutes a waiver of the District's right to seek appropriate legal relief in the event of a violation of this Article.

1.1 Disputes arising under this Article are to be handled according to appropriate judicial proceedings rather than the grievance procedures of Article V.

05-14-22 UTLA Initial Proposal
06-15-22 District Counter Proposal

ARTICLE XXI

ADULT AND CAREER EDUCATION

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1.2 The District shall furnish UTLA annually, upon request, with a list of Adult Education assignments (class title, days and hours), listed by name, employee number, work location, and classification codes (including funding source and employment status of each unit member).
[AGREED]

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2.2 All "M" Basis 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. **CCL**

~~2.3 — Adult Education teachers shall be paid an additional \$10 per hour for every hour worked in the evening during a split shift, where the second shift is two hours or more after the end of the previous shift.~~

~~2.4 — DACE teachers in out of classroom positions are subject to the 5 year limit described in Article IX-A, Section 9.0.~~

~~2.5 — All paid assignments to special projects during school recesses shall be approved by the Local School Leadership Council~~

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. ~~Refer to Article IX-A, Section 2.3 for DACE matrix procedure.~~

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. **[CCL]**

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. **[CCL]**

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. **[CCL]**

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. **[CCL]**

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 bona fide programs, and shall not be used as an artifice to avoid the general requirements of this section. **[CCL]**

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: **[CCL]**

- a. The site administrator shall first identify the affected course(s), including closely related courses in the same subject (e.g. English 1, 2, 3, 4); **[CCL]**
- b. The longevity of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed. **[CCL]**
 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 requirement so long as such time does not exceed two school years. **[CCL]**
 2. To qualify for a year of longevity service, the individual must have served at least 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.~~ **[AGREED]**
 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.

- c. The person with the least longevity shall be released unless the site administrator reasonably determines that the person has needed instructional skills or qualifications not possessed by an employee with greater longevity. **[CCL]**
- d. The above release procedures shall be in effect throughout the initial staffing period and shall cease to be in effect when instruction commences. (See Section 7.0 for later releases resulting from falling attendance). **[CCL]**
- e. The above release procedures are not applicable to the special contract arrangements referenced in Section 4.5 above. **[CCL]**

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. **[CCL]**

- a. Thirty hours per week (120 hours per pay period) is recognized as the full time equivalency (FTE) for all Adult Education funded classifications in which tenure is earned (currently ESL, Academic, Parenting, Programs for Older Adults, Adults with Disabilities and Teacher Counselors). **[CCL]**
- b. Tenure shall be earned at any number of hours greater than sixty percent of the FTE or more than eighteen hours per week (more than 72 hours per pay period). The Division acknowledges that once tenure is acquired, it shall have an on-going obligation to offer assignments at the number of hours held by the employee when tenured. After completing the probationary period, employees may increase the number of hours for which they are tenured, not to exceed thirty hours per week (120 hours per pay period). A reasonable effort shall be made to offer assignments to interested and qualified employees who are tenured at less than thirty hours with additional hours that become available over their tenured hours, up to the thirty hours of FTE. **[CCL]**
- ~~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. **[AGREED]**~~
- ~~d. See Article IX A, Section 2.3 for specific directions regarding the DACE matrix process.~~

5.2 The District has committed to replace ~~tenured~~ Adult Education positions which have become lost to attrition (resignation, retirement, death) provided that funding to DACE is equal to or greater than the available funding for the previous year and there is documented student need in the subject area(s) for the positions.

~~8.0 The District agrees to continue the practice of paying an Earned Salary Allowance (E.S.A.) to employees in the Division. The threshold of eligibility shall be ten hours per week.~~

~~10.1 The Memorandum of Understanding dated December 5, 2002 shall be deemed incorporated herein, and the parties shall meet and discuss implementation thereof. [AGREED]~~

10.3 Part-Time Leave:

a. ~~HOLD~~

b. A Part-Time leave may ~~shall~~ be granted on a year-by-year ~~or term~~ basis subject to school schedules, availability of classes, and approval by the principal and the Division of Adult and Career Education (DACE).

c. An application must be on file in the DACE Personnel Office by March 15 for the upcoming school year. [CCL]

d. Eligibility for health and welfare benefits for employees who work less than half-time will be determined pursuant to Article XVI, Section 3.0. [CCL]

05-12-22 UTLA Proposal
06-15-22 District Counter-Proposal

ARTICLE XXV

ACADEMIC FREEDOM AND RESPONSIBILITY

2.1 Curricula: Teachers shall have the opportunity to ~~approve and~~ give input into the curriculum and pedagogy including the incorporation of SEL.

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~~Standardized assessments that are not state or federally mandated shall not be required and shall only be utilized at the discretion of the teacher.~~

4.0 LAUSD/UTLA District Assessment Committee: A joint District-UTLA committee shall meet ~~at least five (5)~~ three (3) times per year for the 2022-2025 school years. The committee shall be comprised of four (4) members from the District, four (4) members from UTLA, and four (4) parents (two (2) appointed by the District and two (2) appointed by UTLA. These positions should include representatives of elementary, secondary and special student populations. The committee shall be charged with ~~the following: reviewing the purpose of assessments, types of assessments and the evidence-base use of assessments in the instructional program.~~

a. ~~Compile a list of all state and federally mandated assessments including the purpose, efficacy, length of time to administer and review, and cost.~~

b. ~~Make recommendations to Reduce the number of and the amount of time necessary to administer and grade District assessments by at least 50% at each grade level to preserve instructional time.~~

5.0 Academic Freedom and Ethnic Studies: Teachers shall be supported and provided with ongoing resources, support and curriculum in order to successfully implement Ethnic Studies and culturally and linguistically responsive pedagogy. Teachers shall be supported and provided with ongoing resources, ~~support~~ professional development opportunities, and curriculum ~~developed and/or reviewed by the LAUSD-UTLA Ethnic Studies Committee~~ to successfully implement Ethnic Studies. The LAUSD-UTLA Ethnic Studies Committee may provide input regarding these resources.

5.1 LAUSD-UTLA Ethnic Studies Committee:

- a. The LAUSD-UTLA Ethnic Studies Committee: The LAUSD-UTLA Ethnic Studies Committee shall be comprised of members of the Division of Instruction, UTLA members, school site ~~and~~ District administrators and community members ~~and~~ Ethnic Studies Faculty. ~~Four (4)~~ Five (5) members of the committee shall be appointed by UTLA and five (5) by the District. The committee shall function under the direction of the ~~Administrator of High School Instruction~~ Division of Instruction. ~~The District's committee members will include the~~ and Coordinator, Ethnic Studies, Humanities, and related Social Studies and will meet a minimum of ~~two (2)~~ six (6) ~~three (3)~~ times per year. The Ethnic Studies Committee shall have the following responsibilities:
1. ~~Review data on school's course offerings and course selections in the field of Ethnic Studies. Develop a plan of action for~~ Provide input on the implementation of the mandated course requirement of Ethnic Studies, including the definition of Ethnic Studies, Student learning outcomes, and a model course syllabi for courses in the fields of Ethnic Studies.
 2. ~~Review and suggest professional development, curriculum and teaching materials purchased by and developed by LAUSD for Ethnic Studies, Multicultural Literature and Cultural Proficiency. Collaborate~~ Provide input on the selection or design models or providers of professional development for new and current teachers of all disciplines Ethnic Studies. The goals of the professional development shall include but will not be limited to focus on pedagogical practices, content knowledge and be community responsive.
 3. ~~Review any new and existing resources that are provided in support of Ethnic Studies. Collaborate~~ Provide input on the development or selection of curriculum and teaching materials to be purchased for Ethnic Studies including ethnic studies/multicultural literature, and culturally and community responsive pedagogy, and on-line programs or supplementary material.
 4. Investigate methods for expanding Ethnic Studies course offerings that may include gender specific courses and sexual identity. **CCL**
 5. ~~Provide regular updates on the progress of Ethnic Studies in LAUSD. Collaborate~~ Provide input on the development and design of a joint university/district certificate and UTLA/LAUSD salary point credits for teachers of Ethnic Studies.