

## 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. 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. **[CCL]**
- 1.1 Throughout this Article the term "employee(s)" or "unit member(s)" covers those persons who are, by virtue of being assigned for 10 or more hour per week, included within the bargaining unit and eligible to utilize the grievance procedures of Article V. The term "personnel" covers both employees (as defined above) and also non-unit members (those assigned for fewer than 10 hours per week). The complaint procedure referenced in Article V, Section 23.0 is available to non-unit members for alleged violations by the District of Board Rules and/or administrative rules. **[CCL]**
- 1.2 **The District shall furnish UTLA annually, upon request, with a list (or lists) 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)**
- 2.0 Employment Contracts: Adult Education funded employees who are assigned more than eighteen hours per week are covered either by probationary or permanent contract status. **[CCL]**
- 2.1 ~~All personnel in categorically funded programs shall be employed under binding individual ("M" basis) employment 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 contracts. "M" basis contracts shall specify the duration of employment, 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.~~

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- 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 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.
- ~~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 or equivalent.~~
- 3.0 ~~Non-Contract Personnel Release During Term of Assignment:~~
  - a. ~~All part-time (18 hours or less per week) Adult Education funded personnel may be released during their term of assignment only for the reasons stated in Section 2.2 above.~~
  - 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.~~**

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~~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 bona fide 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.~~
- ~~4.7 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-teachered” condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:~~
  - ~~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);~~
  - ~~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 requirement so long as such time does not exceed two school years.~~

- ~~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.~~
- ~~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.~~
- ~~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).~~
- ~~e. The above release procedures are not applicable to the special contract arrangements referenced in Section 4.5 above.~~
- ~~4.8 Courses which are created or become available after the initial staffing procedures are completed shall also be posted and filled as set for the above, but may also be filled immediately on an interim basis pending compliance with the posting procedures.~~
- ~~4.9 Personnel do not have an implied right to employment beyond their assigned term. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be given prompt written notice to the effect by the site administrator, and have the following rights:~~
  - ~~a. In the case of employees with an assignment of 10 hours or more per week the notice must have been preceded by compliance with the observation, records and assistance provisions of Article X, Section 5.0. In addition, either the administrator or the employee may invoke the final evaluation procedures of Article X, Sections 8.2 and 10.0.~~
  - ~~b. The rights of personnel with an assignment of less than 10 hours per week are limited to final notice and, for alleged violations by the district of Board Rules and/or administrative rules, the grievance procedure for non-Unit members as referenced in Article V, Section 23.0.~~
- ~~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.~~
  - ~~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).~~

- ~~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.~~
- ~~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.~~

~~5.1 Tenured employees with the Division may apply for posted positions at not more than three time-reporting sites by completing a request for Transfer form. The forms shall be available at each time reporting site. Application shall be made to the appropriate site administrator.~~

- ~~a. In filing a posted position, the site administrator shall interview not more than three transfer applicants and not more than three candidates from the Division's eligibility list for that subject area. The eligibility list interviewees shall consist of the two highest ranking candidates on the list and the highest ranking candidate currently assigned to the site at which the opening occurs.~~
- ~~b. All interviews under this procedure shall be scheduled and held within one week of the deadline for application. The site administrator shall fill the position from among the interviewees and notify all persons interviewed of the selection decision. An applicant who refuses an offered tenured position shall be subject to Article XIII, Section 1.3.~~

#### 4.0 Uniform Staffing Procedures for DACE Classroom Teachers (AGREED)

a. For employees in each Adult School location, assignment to department and classes shall be made pursuant to the following procedure: (AGREED)

1. Prior to the selection of classes, the administrator at each DACE School shall create a tentative matrix of the classes to be offered that will include the course title, hours per week, clock hours, format (i.e., in person, online or hybrid), location and any special credentials, and/or necessary qualifications required for each class assignment.

2. **Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests. (AGREED)**
3. Class assignments ~~classes~~ shall be combined into positions by the administrator and assigned to current personnel based on the submitted requests with the following prioritization:
  - (i) Qualified permanent teachers currently assigned to the school on the basis of District seniority ~~DACE start date~~ and educational program needs, based on the teacher's tenure base. ~~DACE teachers hired during or after the 2021/22 school year shall use district seniority;~~
  - (ii) Qualified permanent teachers with active transfer requests on file, or who have been displaced from other DACE locations. (NOTE: retained district language but switched order with iii below); [AGREED]
  - (iii) Qualified non-permanent teachers on the basis of longevity, ~~start date with DACE (or seniority date for employees hired during or after the 2021/22 school year), employment contract obligations, and educational program needs. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. To qualify for a year of longevity service, the individual must have served at least 380 hours during that school year excluding summer school. [NOT AGREED]~~
- b. Remaining unfilled positions and/or class assignments ~~classes~~ shall be posted at the Division Central Office ~~human resources website~~, and at the time reporting sites and major branches and a copy ~~faxed~~ ~~emailed~~ 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. [AGREED]
- c. **Dispute Resolution Procedure (Adult Education Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent adult education teacher to a position (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following: The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's adult teacher's assignment to a position only upon a specific finding that the positions is arbitrary and capricious. The decision of the panel shall be final and binding. (AGREED)**

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**d. Alleged violations of the procedures set forth in section C. above are subject to the grievance procedure of Article V; the substance of the assignment decision is not. (AGREED)**

- 5.20 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 (e.g., increased enrollment projections, individualized student plans) in the subject area(s) for the positions.
- 5.1 Adult Education Preparation Time: Beginning with the 2022-23 school year, DACE teachers shall be assigned one (1) hour of paid preparation time for every ~~five (5)~~ ten (10) hours of class time for professional duties including preparation for class, collaborative planning and conferences with students and staff members.
- 6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes. **[CCL]**
- a. Occupational classes which require a high degree of student involvement shall be limited in size by the number of functional work stations in the room or shop facility as reasonably determined by the District. **[CCL]**
  - b. In General Education classes the number of students enrolled at any time may exceed the number of learning stations in a classroom of facility. However, actual attendance shall be limited by the number of learning stations and by fire code as provided above. Enrollees in excess of actual attendance may be placed on a waiting list by the instructor or be referred to the Branch coordinator or site administrator for placement in other classes. **[CCL]**
  - c. Classes (other than lecture series) scheduled in large District facilities such as music rooms, cafeteria or auditoriums, shall have one teacher for each 50 students, or fraction thereof, who are in attendance for three consecutive class meetings. **[CCL]**
  - d. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches 27 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor. **[CCL]**
- 7.0 Class Size Minimums: The Division shall observe class size minimums of twenty in General Education, eighteen in Occupational courses and eighteen in Adults with Disabilities. **[CCL]**
- a. A notice that a class may be terminated shall be given by the instructor of the class to the students and to the site administrator when attendance reaches twenty or less in General Education, or eighteen or less in Occupational or Adults with Disabilities classes. **[CCL]**
  - b. If class attendance drops below an average of twenty for three consecutive class meetings (eighteen in Occupational and Adults with Disabilities) the class may be closed. **[CCL]**

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- c. If class attendance reaches fifteen students (fewer than twelve in Occupational classes and fewer than fourteen in Adults with Disabilities) the class shall be canceled. If a class is being canceled due to loss of enrollment, the teacher shall be so advised as soon as practical during a conference with the administrator and with written notice to the teacher no later than the last scheduled class meeting. The conference may be conducted by telephone if the teacher is not readily available to the administrator (e.g., satellite location, or teacher absent). A class which has reached the level for cancellation may be continued under compelling circumstances at the sole discretion of the Division Superintendent. **[CCL]**

7.1 Occupational classes shall not be canceled when student job placement temporarily reduces class size below the stated minimums. **[CCL]**

7.2 Learning Centers, Reading Labs and other academic learning labs shall not be canceled when student advancement temporarily reduces class size below the stated minimums. **[CCL]**

~~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. [AGREED]~~

9.0 At each school, the administration and faculty shall annually determine a list of mutually acceptable substitutes. The list may include teachers at the school as well as other qualified teachers. Teachers at the location shall have the right to request a substitute from the list by name. When no name is offered or the substitute is unavailable, the administrator has the right to select another substitute from the list. When the school site administrator chooses to observe a prospective hire, that individual may be assigned as a substitute following an attempt to obtain the consent of the regular teacher. Successful performance by these substitutes may result in their being added to the list. When an absence is known or anticipated to be for a period of more than two weeks, the site administrator may extend the assignment of the current substitute or select from the employees whose names appear on the school substitute list. **[CCL]**

10.0 Miscellaneous: Division personnel shall have reasonable access to telephone service at all sites for the performance of their student job placement duties. **[CCL]**

~~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)~~

10.2 The District shall provide pay for the annual before-school planning meeting-three hours at training rate as provided by Board Rule 1921. **[CCL]**

10.3 Part-Time Leave:

~~a. HOLD (AGREED)~~

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



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- 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]**

11.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule. However, if the reason that the employee has not served on the Hourly Rate Schedule for more than 39 months is that the employee was serving in a non-classroom position within the Adult Program, then the employee shall be restored to his or her previous higher step. This last sentence becomes effective 30 days from the adoption of this Agreement, prospectively; an employee disadvantaged by the prior rule shall be re-rated at their previous higher step (plus step advancements earned after return to the Hourly Rate Schedule) effective 30 days from the adoption of this Agreement, but there shall be no retroactive pay relating to any prior time. **[CCL]**