

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

ARTICLE IX-A

ASSIGNMENTS

- 1.0 General: This Article is a composite of contractual items previously contained in Article IX (Hours) and Article XXXI (Miscellaneous). They have in several cases been reworded and/or placed in different order for purposes of clarity.
- 2.0 Uniform Staffing Procedures For All UTK-12 Schools And Adult Schools:
- a. Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers on any track or schedule finish service for the school year or four weeks before classes are selected, the site administrator shall prepare and post a matrix indicating the tentative number of classes ~~(on each track, if multi-track)~~ for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The site administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible ~~(at or before the end of the track, if applicable)~~, but not later than twenty-one (21) calendar days prior to the teacher's last scheduled work day. Teachers shall also be notified, as soon as feasible, 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 a secondary assignment, and require a preparation for a course not in the previous 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~~ shall 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. **(AGREED)**
- b. Requests: After the creation and posting of the matrix as required above, Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) ~~or track (multi-track)~~ 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. **(AGREED)**
- c. Elementary School Assignments: Employees in elementary schools and in programs such as Early Education Centers, development centers and ungraded programs shall be deemed a single group for assignment purposes. In each of these schools, ~~assignments to tracks,~~ grade levels and classes shall be made pursuant to the following procedure. **(AGREED)**

~~d. There shall be no general education combination classes in elementary schools.~~

- (1) **Tracks and** Grade Levels: **(AGREED)**
 - (i) The site administrator, after consultation with the chapter chair, shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions ~~by track and~~ by grade level that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers ~~by each track and by all tracks as a whole,~~ and by each grade level and by all grade levels as a whole, shall reasonably approximate the percentage of permanent teachers at the site. **(AGREED)**
 - (ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the ~~track and~~ grade level positions for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the ~~track and~~ grade level openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply. **(AGREED)**
 - (iii) The site administrator shall then assign the non-permanent teachers ~~to all the tracks and~~ to all the grade levels so that the percentage of otherwise qualified non-permanent teachers assigned ~~to each track and to all tracks as a whole,~~ and to each grade level and to all grade levels as a whole, reasonably approximates the percentage of non-permanent teachers at the site. Such grade level assignments of non-permanent teachers shall be for a period of two years unless the site administrator subsequently determines with substantial documentation that any specific assignment does not meet educational program needs or the site administrator and the teacher otherwise agree. **(AGREED)**
- (2) Classes: The site administrator shall assign all teachers at these sites to classes.
- (3) Sections 2.1 and 2.2 apply in the circumstances described therein.

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

(4) ~~The District shall provide itinerant employees with lists of all available positions, and Itinerant employees shall complete annual preference sheets using the provided list. The district will make an attempt to give bargaining unit members one of their top three choices. Supervisors shall assign itinerant employees on the basis of District seniority. The only exception shall occur when the supervisor reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply. Itinerant employees shall be notified in writing of any school site assignment changes prior to notifying affected school sites~~
[District Response in Section 12.0]

e. Secondary School Assignments: For employees in each secondary school and in special education, wherever located, ~~assignment to tracks,~~ department and classes shall be made pursuant to the following procedure. **[AGREED]**

(1) ~~Tracks-Positions:~~ **[HOLD PENDING DISCUSSION ON SECTION 2.0(e)]**

(i) The site administrator, after consultation with the chapter chair shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by track that are available for the assignment of otherwise qualified permanent and nonpermanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers ~~by each track, and by all tracks as a whole,~~ shall reasonably approximate the percentage of permanent teachers at the site.
(AGREED)

(ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the positions by track for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the track openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply. **(AGREED)**

(iii) The site administrator shall then assign the non-permanent teachers to all the tracks so that the percentage of otherwise qualified nonpermanent

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

teachers assigned to each track and to all tracks as a whole reasonably approximates the percentage of nonpermanent teachers at the site.

- (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. **[CCL]**
- (3) Classes: Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, ~~through the locally-determined method,~~ in a fair and equitable manner, taking into account seniority, **qualifications** and educational program needs. **[STATUS]**
- (4) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein

~~(5) The District shall provide itinerant employees with lists of all available positions, and Itinerant employees shall complete annual preference sheets using the provided list. The district will make an attempt to give bargaining unit members one of their top three choices. Supervisors shall assign itinerant employees on the basis of District seniority. The only exception shall occur when the supervisor reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply. Itinerant employees shall be notified in writing of any school site assignment changes prior to notifying affected school sites.~~

[District Response in Section 12.0]

~~f. **DACE Assignments: Qualified, permanent DACE teachers may request assignments up to thirty (30) hours per week. For DACE employees, wherever located, assignment to tracks, department and classes shall be made pursuant to the following procedure.**~~

- ~~(1) **Priority 1: Qualified permanent DACE teachers at the school site on the basis of District seniority to the teacher's tenure base**~~
- ~~(2) **Priority 2: Qualified probationary DACE teachers at the school site up to 30 hours per week, on the basis of years of service in DACE**~~
- ~~(3) **Priority 3: Qualified non-permanent, non-probationary, DACE teachers at the school site up to 30 hours per week, on the basis of years of service in DACE**~~
- ~~(4) **Priority 4: Qualified permanent DACE teachers at the school site who request additional hours over 30 hours per week**~~

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

(5) Priority 5: All other qualified teachers

The only exception 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 procedure in subsection below shall apply. (UTLA AGREES TO DROP pending TA of Article XXI - SEE PROPOSAL FOR ARTICLE XXI DATED 10/27/22)

- e. Dispute Resolution Procedure (**Elementary and Secondary Track Assignments and Elementary Grade Assignments For Permanent Teachers**): If differences arise as the result of the site administrator's assignments of permanent teachers (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure) pursuant to subsections c and d immediately above, the determination as to whether the assignment was inappropriate shall be handled under the procedures of Article V-A.
- f. Dispute Resolution Procedure (Secondary Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the assignment of non-permanent teacher , 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: **[CCL]**
 - (1) Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure. **[CCL]**
 - (2) The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and finding. **[CCL]**
- ~~i. Dispute Resolution Procedure (DACE Assignments): In the case of a dispute as to the assignment of a DACE teacher to classes shall be resolved solely pursuant to the procedures of Article V-A. 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. (UTLA AGREES TO DROP pending TA of Article XXI - SEE PROPOSAL FOR ARTICLE XXI DATED 10/27/22)~~
- g. Alleged violations of the procedures set forth in subsections e and f above are subject to the grievance procedure of Article V; the substance of the assignment decision is not. **[CCL]**

2.1 Staffing Procedures After Initial Selection Through The Fifth Week of School **or Track**: The following procedures apply to staffing decisions which occur after the completion of the initial

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

spring selection process and before norm date or the end of the 5th week of school **or track** (whichever is sooner):

- a. The principal **shall notify the UTLA Chapter Chair of all openings and vacancies. The principal** and department or grade level chair working together shall reasonably determine who will fill the opening or vacancy. **(AGREED)**
 - b. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs. **[CCL]**
 - c. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment. **[CCL]**
- 2.2 Staffing Procedures After Norm Day: If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, transferee, substitute, or auxiliary assignments (secondary). **[CCL]**
- 2.3 Staffing Procedures For Spring Semester **Or Subsequent Tracks** In Secondary Schools: Any opening or vacancy shall be filled pursuant to Section 3.2 of this Article.

~~2.3 Staffing Procedures for DACE After Initial Selection: All remaining new or vacant part-time 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:~~

- ~~a. the subject(s)~~
- ~~b. number of hours per week~~
- ~~c. class schedule and time(s)~~
- ~~d. projected length of assignment~~
- ~~e. Location~~
- ~~f. certification required~~
- ~~g. any special skills and qualifications~~
- ~~h. the deadline for applications.~~

~~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:~~

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

~~a. 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~~

~~b. Possesses the requisite credential~~

~~c. Possesses appropriate training and/or experience needed for the position~~

~~d. Possesses the needed instructional skills or qualifications as stated on the job postings.~~

~~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. 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 using the priorities listed above in Section 2.0(e). Positions which are created or become available after the initial staffing procedures are completed shall also be posted and filled as stated above, but may also be filled immediately on an interim basis. (UTLA AGREES TO DROP pending TA of Article XXI - SEE PROPOSAL FOR ARTICLE XXI DATED 10/27/22)~~

3.0 Department and Grade Level Chairpersons:

3.1 Department/grade level chairpersons ~~(and their assistants in multitrack programs who serve when the chairperson is off-track)~~ shall, if the affected employees desire, be elected annually by the employees in the department or grade level, excluding substitutes and contract pool teachers. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and in secondary schools shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the secondary shortage fields identified by the District (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two previous years. In secondary schools, the vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools. For voting purposes in elementary schools, combination classes shall be deemed to be at the grade level of the majority of the students in the class. Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions.

3.2 Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the department's budget funds, establishment of the department's class offerings, assignments of department members to specific classes, and balancing department classes pursuant to Article XVIII, Section 4.0 (Class Size). **[CCL]**

4.0 Determination of Whether There Shall Be Coordinator or Dean Positions at School Sites: **[CCL]**

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

- a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the school. **[CCL]**
- b. With respect to regular program dean positions, determination as to whether there shall be such a position shall be made by the school site administrator **in consultation with the Local School Leadership Council. [AGREED]**
- c. With respect to categorically funded dean or coordinator positions, determination as to whether there shall be such a position is to be made by appropriate statutory site councils. **[CCL]**
- d. With respect to coordinator positions in the Adult Education Division, determination of whether there shall be such a position at a school shall be made by the Assistant Superintendent for the Adult Education Division. That determination shall be reached after submission of a joint recommendation made by the Principal and the Chapter Chair, or individual recommendations in the event that they do not agree to a joint recommendation. As the Assistant Superintendent makes that determination, he or she shall respond in writing to each of the recommending parties. The following mandated subject areas in Adult Education may have full time coordinators: Elementary Basic Skills (Academic); Secondary Basic Skills (Academic); English as a Second Language, Citizenship, Parent Education, Programs for Older Adults, Programs for Disabled Adults, Vocational Education, Home Economics and Health. In Regional Occupational Centers and Programs (ROCROP), departments large enough to warrant a full time coordinator may have full time coordinators. **[CCL]**
- e. With respect to regularly-funded coordinator positions, determination of whether there shall be such a position shall be made by a majority of the votes cast by bargaining unit members, at the school location, in an election limited to that purpose. **[CCL]**
- f. Any claims alleging violation of the above procedures shall be subject to the alternate grievance procedures of Article V-A. **[CCL]**

5.0 Required Elections of School-site Coordinators and Deans: Elections for the positions of full time coordinator or dean shall be conducted in the late spring prior to the preparation of the matrix of classes pursuant to Sections 6.0 and 7.0 below. Elections are required for coordinator and dean positions in the following circumstances: **[CCL]**

- a. The position must be paid on the Preparation Salary Table; **[CCL]**
- b. The position must be full-time. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, **or if two part-time positions are filled by one full-time coordinator at the same school, the resulting part-time coordinators shall also follow the selection process in 6.0 shall be followed**);
- c. The position does not involve carrying a rollbook; and **[CCL]**

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

- d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis. **[CCL]**
- e. Elections are not applicable to supplemental coordinatorships such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments. **[CCL]**

5.1 Job Description and Eligibility for School-Site Election of Coordinators and Deans:

- a. Job descriptions for any specially funded coordinator and dean positions shall be determined in the appropriate school-wide plan and/or by the appropriate funding source prior to the election. Prior to the election, job descriptions for other coordinators and deans shall be reasonably determined by the school site administrator, and notice of the available positions and job description shall be shared with the employees of the site. **[CCL]**
- b. The site administrator shall request that any eligible candidate for a dean or coordinator position submit a statement of interest. If fewer than two (i.e. zero or one) statements of interest are received from employees assigned to the school or location, the request for submission of statement of interest may be directed throughout all or part of the District. **[CCL]**
- c. To be an eligible candidate, a teacher must have permanent status, must have received “meets standard” performance ratings and, in the immediately preceding four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act. **[CCL]**
- d. An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment. **[CCL]**
- e. Election procedures for coordinators and deans differ, as described below. **[CCL]**

6.0 Coordinator Selection Procedure at School Sites:

- a. The site administrator shall select one eligible candidate from among the candidates who submitted a statement of interest, to serve in each available coordinator position. The site administrator shall then make public the names of the candidates who submitted statements of interest, and the name of the candidate selected to serve. **[CCL]**
- b. Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator candidate selected by the site administrator. The election shall be jointly supervised and conducted by the site administrator and the chapter chair. Each employee’s vote shall be proportionate to the number of hours/days the voter is assigned to the school site. At those school locations where there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator position is to serve. **[CCL]**

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

c. Post-Election Procedures:

- (1) If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.) **[CCL]**
- (2) If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school ~~or 72 hours in a multi-track school~~. The site administrator and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year.
- (3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two member team from the District/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year. **[CCL]**

d. With respect to Adult Education Programs at any branch locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site. Elections shall be conducted on the basis of one vote per teacher. A teacher working in more than one location, may vote at each location. **[CCL]**

- (1) Coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency. **[CCL]**
- (2) A certificated SIS Coordinator in Adult School shall be subject to confirmation elections.

7.0 Dean Election Procedure at School Sites

- a. The school site administrator ~~in consultation with School Site Council and Local School Leadership Council (or equivalent)~~ shall determine whether or not a Dean position shall be established at the school. Bargaining unit members at the school location shall annually elect, in the Spring prior to the preparation of the matrix, all bargaining unit member deans from among the qualified candidates who submitted statements of interest. Each vote shall be proportionate to the

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast.

- b. At those school locations where there are both magnet and regular programs, each dean shall be elected annually by the bargaining unit members of any program they serve. **[CCL]**
- c. These elections are to be supervised jointly by the site administrator and chapter chair. **[CCL]**
- d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A. **[CCL]**

8.0 Filling Vacancies After Norm Day: If a vacancy occurs in a dean or coordinator position after norm day or the end of the fifth week of the semester **or track**, whichever is sooner, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester **or track**. Prior to the next semester **or track**, the procedures in Section 6.0 (coordinators) and 7.0 (deans) above shall be utilized to fill the position for the next semester **or track**. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment.

9.0 Five-Year Out-of-Classroom Assignment Limitations at School Sites: At school sites, there is a five-year limit on out-of-classroom assignments such as coordinators and deans, but excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule. Also exempt from the five-year rule are (i) employees whose assignment requires direct instruction to or supervision of students at least 50% of the time, and (ii) an employee who is named in a continuing grant and whose compensation is at least 50% funded by that grant. **[CCL]**

- a. Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term. **[CCL]**
- b. Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 6.0 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment. **[CCL]**
- c. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A. **[CCL]**

10.0 Five-Year Out-of-Classroom Assignment Limitations at NonSchool Sites: Subject to the exceptions set forth below, all employees who are assigned to nonschool positions within the bargaining unit (excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule), shall not be permitted to continue in such positions for more than

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

five (5) years. Appointments to such positions are usually made on an annual basis; there is no assurance of a minimum length for such appointments. When the five year limit is reached, the employee shall not, for a minimum of two (2) years, be eligible for succeeding non-school or non-classroom assignments, except as provided below. The appointing authority should inform all incumbents who will reach the five-year limit by June 30 of the following year, of the fact that their limit is approaching. The five-year rule for non-school positions does not apply to the following: **[CCL]**

- a. Those serving in positions that require direct instruction or supervision of students for at least 50% of the working time; **[CCL]**
- b. An incumbent named in a grant and whose compensation is at least 50% funded by that grant; **[CCL]**
- c. No other candidate is qualified to fill the position or there are no other applicants for the position. The District will be required to publicize all affected positions in the Spotlight or District Memoranda and with information provided by the District, in a timely manner, and UTLA may in its discretion publicize the position in the United Teacher newspaper. If no other applicant files for a position currently held by a five-year incumbent or a determination is made that no other candidate is qualified to fill the position, the incumbent shall be granted a new five-year limit in the assignment. **[CCL]**
- d. If a situation arises due to unanticipated retirement, resignation or termination and there is only one incumbent remaining at that unit location, that incumbent may serve one additional year beyond the five year limit; **[CCL]**
- e. An incumbent in a situation where there is no other open bargaining unit position that he/she is able to assume; **[CCL]**
- f. Support Services personnel serving in the Division of Adult and Career Education Occupation Education Program for adults with disabilities; **[CCL]**
- g. Adult and Career Education (DACE) exception – after an employee in a non-school non-classroom position has served a full five year term, the position will be announced and the incumbent may reapply. A panel composed of 50% District and 50% UTLA members will conduct a selection process and list the three (3) top candidates in unranked order. The DACE Superintendent will select from the top three (3) candidates on the applicable lists; and **[CCL]**
- h. Any other exceptions if mutually agreed to by UTLA and the District. **[CCL]**

Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A. **[CCL]**

- 11.0 Secondary Counselor Reassignment [to Teaching Position]: Counselors who are reassigned [to a classroom teaching position] shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable. **Displacement from school sites or reassignment [to a classroom teaching position] of Secondary Counselors shall be in order of district seniority. Possession of a teaching credential shall not be a factor for consideration in this scenario.** (UTLA AGREES TO DROP *pending addition of this language in Article XI*)

UTLA Proposal: 5/27/22
LAUSD Counter-proposal: 8/25/22
UTLA Counter-proposal: 10/27/22
LAUSD Counter-Proposal: 11/03/22

- 12.0 ~~Request for Assignment for Unit Members Reporting to Health and Human Services: A request form for unit members reporting the Health and Human services is included in this Agreement as Appendix C. If a request is not granted, the unit member shall receive written reasons for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.~~

Itinerant Assignments: Dependent on the administrative structure of the itinerant department, the District shall provide itinerant employees with a tentative list of all available positions or programs/regions/Local Districts/administrative/supervisory areas if this list is available at the time of preference form distribution. The District will make an attempt to give bargaining unit members one of their top three available choices from the list. Supervisors shall assign itinerant employees on the basis in order of seniority considering other factors such as District/Program need, continuity of services, geography and the unique/area expertise of the service provider. The only exception shall occur when the supervisor reasonably determines with substantial documentation that any specific assignment is not in the best interest of the education program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply the employee may appeal the initial assignment to the Department Head or designee for final resolution of the matter. Itinerant employees shall be notified in writing of any school site assignment changes prior to notifying affected school sites. The District shall make every effort to notify itinerate employees of assignment changes in a timely manner.