

UTLA CHAPTER CHAIR REPRESENTATION GUIDE

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Congratulations on taking on one of the most important roles in our union, that of the Chapter Chair! You are the critical contract enforcer, communicator and lead organizer for your worksite. The union cannot be effective without strong, thoughtful Chapter Chairs.

The responsibilities of a UTLA Chapter Chair include:

- Enforcing the educator rights in the UTLA contract at the worksite level through meetings with the principal, informal grievances, early stages of the formal grievance procedure and collective action.
- Helping colleagues reach a common understanding of the nature of a particular workplace issue
- Helping to articulate clear solutions that administration can implement to resolve an issue.
- Uniting colleagues to take action to address workplace issues and to enforce the contract.
- Helping colleagues connect to the broader issues represented by UTLA regional and citywide campaigns.
- Engaging colleagues in UTLA contract campaigns, political campaigns and community organizing
- Being the primary point person representing UTLA with administration at your worksite.
- Helping to build UTLA through membership and PACE

While the role of the Chapter Chair is uniquely important, you should not go it alone. Your main job in contract enforcement and campaigns is to be the lead organizer of your worksite. To do that you need an organizing committee – a Chapter Action Team.

A Chapter Action Team (CAT) is a committee made up of natural leaders at the worksite who take responsibility for communicating with 10 members each.

CATs should be organized based on who regularly talks to each other or sees each other. CAT assignments are often by department, lunch, grade level or social group.

Chapter Chairs should hold regular meetings with the Chapter Action Team in order to involve all members in contract enforcement, worksite issue fights and broader UTLA campaigns.

This book is intended to be a guide to the nuts and bolts of contract enforcement for chapter leaders. It is intended to help you gain familiarity with some of the key rights, contract provisions and enforcement mechanisms of our contract so that you can feel confident representing UTLA bargaining unit members at your school or worksite.

Some important issues may not be directly related to contract enforcement. For such issues there is often a solution to be achieved through collective action. While this guide does incorporate collective action, the focus of this book is contract enforcement. Other UTLA guides, trainings and supports are available to you in order to help you more effectively organize with your colleagues and parents to address important issues.

This book highlights key provisions of the contract but there is no substitute for becoming familiar with the actual contract between UTLA educators and LAUSD. Many important rights in the contract may not be listed here.

Section 1:

Chapter Chair Rights

Chapter Chair Rights

As a Chapter Chair you are empowered as the representative of UTLA. There are a number of rights that you as a Chapter Chair have under the collective bargaining agreement (*CBA*)

Article IV is the part of the CBA that delineates the rights of UTLA.

The Right of Access – (Article IV, Section 1.0)

You as a Chapter Chair have the right to the following:

- Reasonable access to District facilities (Bulletin Board for UTLA exclusive use) – 2.0
- To initial and date and official notices to be posted on the UTLA site bulletin board – (8.0 (e))
- Access to teacher mailboxes to transact UTLA business and interest – (1.0)
- Reasonable use of the District phone to transact UTLA business – (8.0 (c))
- Access to the P.A. system/School Bulletin to announce UTLA meetings, events, and UTLA related interest. (*Subject to Principal approval*)

Sole Representative – (Article IV, Section 8.0)

The Chapter Chair is the “go to person” where there are concerns or matter involving UTLA interest. Your principal may be the school site manager but you are the person that serves as the exclusive representative for certificated staff at your school. Accordingly, the Principal should talk with you when communicating with staff concerning contractual matters.

Right to Meet with your Principal – (Article IV, Section 8.0)

The Chapter Chair’s relationship with the Principal does not have to be adversarial. That’s not to suggest that at times you are in disagreement or in conflict with interpretation of the CBA or the interest of UTLA members and students with that of the District, If the relationship between the Chapter Chair and Principal is respectful, trustworthy and professional chances are the overall school environment will reflect the same. Conversely, where the relationship is suspicious, acrimonious and judgmental the school atmosphere and culture will equally be the same. Regular meetings with your Principal should be with the intent of developing positive communication and collegiality.

The idea in meeting with your Principal is to produce a flow of conversation - an exchange of ideas, solutions and settlements. A collegial relationship will serve to break down barriers and broaden understanding between you and your Principal. Creating and maintaining a positive relationship will serve you well when and if a formal conference is necessary (See Conferencing with a Principal)w

Other additional prescribe meetings with the Principal are as follows:

Consultation with the Principal prior to changes in the ELL schedule - **(8.0 (k))*

Consultation with the Principal regarding policies distributed by the local or central district

(Where the document provides for a faculty signature, the Chapter Chair or designee shall determine whether the document will be signed. The Chapter Chair may submit a written position or dissent or comment which shall be attached, *(see section 8.2 (d))*)

Release Time for Chapter Chairs – (Article IV, Section 8.1)

Requirements: - *(Elementary)*

1. Non-instructional duties (if instructional certificated itinerant music, art, etc., take the Chapter Chair class for instruction; or where there is an established shared instructional period, example, music, P.E.)
2. Secret ballot election conducted by Principal and teacher designated by the Chapter Chair
3. Ballot must include a specific release time plan proposed by the Chapter Chair

Requirements: - *(Secondary)*

1. If instructional, the plan/proposal is separately approved by the specific teachers, whose workload will be directly affected by the operation of the plan, voting in separate election.
2. Non-instructional duties (if instructional certificated itinerant music, art, etc., take the Chapter Chair class for instruction; or where there is an established shared instructional period, example, music, P.E.)

The Right to Coordinate UTLA meetings – (Article IV, Section 8.0 (d))

Meeting can be held during after school hours or during duty free lunch time.

The Right to Inspect – (Article 8.0 (g))

Right to inspect non-exempt public records maintained at the school site. (The right also extends to receiving copies upon request.)

Section 2: Evaluations

Evaluations

Being evaluated can be a stressful experience for an educator. Many members will have questions about the process, requirements and implications of an evaluation. Below is some information to help you as a Chapter Chair answer some of those questions

What's the purpose?

The purposes of these procedures are to encourage a career long growth model of educator development and support, evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, and continue to improve the quality of educational services provided by employees.

Who evaluates the member?

The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility.

How frequently can a member be evaluated?

Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees. In the case of permanent employees who are deemed "highly qualified" under 20 U.S.C. Section 7801, and have been employed by the District for at least 10 years, the period between evaluations may, with the mutual agreement of both the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:

- Any such arrangement for an evaluation beyond the two year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.
- Education Code (Section 44664) makes these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement.

How does a member know if they are going to be evaluated?

An employee who is to be evaluated during a given academic year shall be so notified by site administration, if not by the end of the previous academic year then by the Fall norm day of the evaluation year or the last workday of the 5th week of school, whichever is earlier. In the case of employees first reporting to work at a school within the ten-day period preceding the above Fall notice date, or later, the notice is to be given within ten workdays of the employee reporting to work at the school.

- Employees newly assigned to a school later than the last workday of the eighth week of the Fall term shall not be subject to evaluation that year, except in situations where the employee does not have permanent status or has received a below-standard evaluation in the previous academic year.

When does a member receive their evaluation?

Not less than 30 calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward objectives is evaluated. The ratings for a Final Evaluation shall be "Exceeds Standards", "Meets Standards", and "Below Standard". Prior to the end of the school year the evaluator shall hold a Final Evaluation Conference with the employee to discuss the content of the Final Evaluation Report. When a Final Evaluation Report is marked "Below Standard," the evaluator shall specifically describe in writing the area(s) of below standard performance, together with recommendations for improvement, and the assistance given and to be given.

Can a member grieve their evaluation?

Evaluations are not subject to the grievance procedures of Article V, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Exceeds Standards" or "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. Follow the grievance steps and timelines to file grievance.

- The final overall evaluation rating of "Meets Standards" shall not be treated as the equivalent of "Below Standard" for purposes of accountability as described in other parts of this article or other parts of this Agreement. Additionally, an overall rating of "Meets Standards" shall not be used as grounds for discipline or as grounds to disadvantage the employee for purposes of "skipping" criteria in a reduction in force.

Can a substitute be evaluated?

Substitutes who are continuously assigned to the same location for an extended period (more than 20 consecutive working days) shall be evaluated not less than once each semester by the site administrator at the end of the assignment. Such evaluations do not involve the establishment of specific objectives as in the case of regular teachers, but are to rate preparation, skills, competence, personal qualities, and overall performance, together with recommendations for improving services. Observations, records, and assistance as provided in Article X, Section 5.0 shall be applicable.

**Section 3:
Local School Leadership
Council Article XXVII**

Local School Leadership Council Article XXVII

Background:

Concept of Shared Decision Making School Base Management was one of the results of the 89 strike. It represented the first time that any local district had ever implemented such a sweeping change in its site governance structures district wide. Recognizing that this was an enormous undertaking, UTLA and the district subsequently began a joint district wide training of all stakeholder groups. As this model broke down, we started to see a drop in LSLC development and implementation.

What were the goals of UTLA in 1989? What were we thinking about accomplishing?

The goal was to have our voices at the table of decision making. We were historically ignored. The teacher's voices were not at the table. This push was mostly lead by AFT of which had shared decision making at its core. We were looking to create a council where all stake holders were at the table and could talk about a group of topics. UTLA was the first to adopt district wide.

The composition of council:

The principal and Chapter Chair are automatic representatives, equal co-chairs, they don't have to be elected to the council. They jointly share the responsibility of everything: Elections, running the meeting, doing the agenda, posting the minutes...EVERYTHING.

The composition of council is directly linked to the enrollment of students. It ranges in number from 16 down to 6. With other exceptions with even smaller schools. (See contract for grid)

Elections:

Elections must be coordinated by the principal and the Chapter Chair in each of the various stakeholder groups. Those groups being (Our bargaining unit) Teachers-HHS employees, Parent, community, classified, and in secondary schools-students. Generally those elections should be held in May from the previous year for our bargaining unit, September/October for the parent community and all other groups. Their term goes from October to September, unless written in otherwise in the By Laws.

Scope of decisions:

Under Art XXVII, Local School Leadership Council has the responsibility for all school wide staff development programs after school, half of all of the bank time PD during the year, student discipline guidelines and consequences school wide, scheduling of school wide activities and events which was further expanded upon in an MOU signed by the district in 1991 to include: Assemblies, special playgrounds events, rainy day schedule, minimum/shortened day schedule. The council is also responsible for certain budgetary accounts-Which are listed, but may not exist, however they do still involve text books, use of school equipment: telephones, fax...

Methods by which the council can make its decisions:

The contract establishes that the number one method that all decisions should be reached by is consensus. Consensus was one of the main focuses in the training we referred to above. What does it look like? How do you reach it? How do you know it when you see it? Consensus decision making is a creative and dynamic way of reaching agreement between all members of a group. Instead of simply voting for an item and having the majority of the group getting their way, a group using consensus is committed to finding solutions that everyone actively supports, or at least can live with. If decision making breaks down, the contract then states that you can by a majority vote make the final decisions. The council should focus on consensus based decision making. It is only when a decision cannot be reached via consensus that voting is to be practiced.

What's The Difference Between School Site Council and Local School Leadership Council

School Site Council (SSC)

- SSC is mandated by the state.
- Council Chair is elected into the position
- There is a difference in responsibilities

Local School Leadership Council (LSLC)

- Shared Decision Making (SDM)
- Council Chairs are mandated
- Contractual rights are established in Art. XXVII

It is highly discouraged to combine these 2 councils. The reason for that is the rules that dictate the state mandated School Site Council, supersede the negotiated council. We lose our position as a negotiated mandated co-chair and 50% member composition.

Both councils are responsible for their identified budget accounts. The budget codes listed in Article XXVII, section 2.4 b.(5) may not be in existence. But this council has purview over those budgetary accounts listed.

- Instructional Material Account, Object Code 4310 of Program Code 3027 (previously carried under Account 4170); (Object Code 4310 accounts used within Program Code other than 3027 are not included; also, in the event that a Principal transfer funds into account 4310/3027 from a Program Code or Object code outside of the scope of the previous account 4170 per such transferred funds are not included)
- Lottery Funds, account 5381
- School-Determined Needs, account 3986
- State Textbook and Related Material, accounts 4111, 4152 and 4267
- Year-Round School Incentive Discretionary Funds
- Student Integration Program Discretionary Funds
- Instructional Material - - Special Education Schools Account 2544 (for Special Education School Councils only)

Council Components	School Site Council	Shared Decision Making "Leadership Council"
References	LAUSD Bulletin 1231/State Ed. Code 64001 et.al	LAUSD and UTLA Collective Bargaining Agreement Article XXVII
Decision - Making	Develop and yearly review Single Plan for student achievement & Budgets to support that plan. Compensatory Ed. EIA/LEP LCAP-Advisory School and Library Improvement Block Grants (one-time, discretionary funding) (1133QEIA)	1. Prof Dev. 50% banked time determined by Art. IX-B Section 2.4 - A, B 2. Student Discipline 3. Schedule of school activities & events (Special Schedules) 4. Guidelines for use of equipment 5. Budgets Should have discussion to develop a plan that includes annual goal and specific action based a state priority areas. The LCAP must be adopted every three years and updated annually. The District should take into consideration the input from stakeholders in developing and meeting the goals for all pupils.
Composition	50% Community/Parents (Combined council) 50% Teachers, Principal, Students, Staff	50% Elected Certificated Employees (2 Alternates Sec. 2.3) 50% Parents, Administration, Students - 2.1
Responsibility for Elections for deadline dates:	Principal, Local District Parent Facilitator Year Round by 3rd Wednesday of August Traditional 2nd Wednesday of October	CC + Principal - Teachers Principal - Parents Sec. 2.1, 2.8 and 2.9
Meetings	Monthly - (10 yearly)	Equivalent of 2 one hour meetings per month - Sec. 2.7
Chair Meetings/Agenda	Officers: Elected from council members	Co-chairs: UTLA Chapter Chair and Principal - Sec 2.1.
Responsibility for record keeping: Agendas, Minutes, Actions, Election data	Principal Officers elected by Council (Securely maintained for 5 years)	Principal - Sec. 2.4-D and 2.5
Bylaws	Developed by Site recommended /optional	Developed by site - Sec. 2.5
Enforcement Document	Uniform Complaint Process	UTLA/LAUSD Bargaining Agreement - Grievance Process Article V
Term of Office: Elections, responsibility for term of office, deadline dates	2 Years	- August - July - Multi Track - Sec. 2.8 - Oct to Oct traditional calendar - Can be 2 years if members approve
Advisory Councils / AD-HOC Committee (non-decision making)	CEAC (Co Ed Advisory Committee) ELAC (Eng Learner Advisory Committee)	- Discipline - Budget - Professional Development Other Committees as determined by council needs - Sec. 2.5

Section 4: Grievance and Representation

Grievance and Representation

The duty of fair representation is the obligation of the exclusive bargaining agent (the Union, and, by extension, you as the Chapter Chair) to represent the interests of all employees fairly and impartially. This requirement extends to non-member as well as members of the union.

Throughout this book we use the phrase member, as short hand for a member of the bargaining unit. It should be understood that we are referring to all bargaining unit members, including those who make the unfortunate and short sighted decision not to join the union.

Your primary concern in representing a member is to provide competent and adequate representation. Accordingly, it is important to make sure that you know the relevant facts surrounding the case. This is generally achieved by interviewing the grievant and possible witnesses as well as reviewing the relevant contractual provisions. The job of a Chapter Chair is to defend members not to judge them. The rights of members have been negotiated by UTLA and agreed to by the District. It is not appropriate for any of us to unilaterally determine whether and under what circumstances those rights apply. However, UTLA owes a duty to its members at large to utilize its resources in gaging the merits of individual cases and to make judgment as to the likelihood of success. The reality is that there are instances when members are culpable and the charges are true. Contact your Area Representative if you need help. Try to maintain open communication with the member.

To Avoid a breach of the Duty of Fair Representation:

- ❖ Must represent members, non-members and the disliked
- ❖ Can refuse to grieve only if grievance lacks merit
- ❖ Cannot act in a manner which is arbitrary, discriminatory, or in bad faith
- ❖ Handling of grievances cannot be perfunctory
- ❖ Must write up promptly & carefully & heed time limits
- ❖ Investigations must not be superficial
- ❖ All possible witnesses should be interviewed
- ❖ Decisions on grievances must be careful & rational

You as the Advocate

Being an Advocate does not mean that you are in complete agreement with the member or their perspective of the case or the facts. Your primary duty and responsibility as an advocate is to insure that the member's rights under the contract are being protected. That you act with good faith and diligence in the interest of the member.

Complaint vs. Violation

Generally, a grievance is defined as a violation of a provision under the collective bargaining agreement. A complaint, on the other hand, is a perceived wrong that is not covered under the contract. For example, the district changes a member's classroom. While the member may disagree with the district's decision this is not likely to be a grievance, even though the member may have felt wronged. On the other hand, the district's decision to transfer the member to another school without following the Article and Section in the contract, would be a grievance.

As a Chapter Chair, it is important that you determine whether the incident is a grievance or a complaint. It is common that a member will desire to file a grievance on something that falls outside of the contract; and you will be required to explain to the member why this is not a grievance. In these events it is strongly suggested that you contact your Area Representative in making this determination. Just remember, while the member's concern may not be grievable, there still may be an alternative course of action that can be taken

Grievance Procedures:

Article V of the Collective Bargaining Agreement outlines the grievance process and procedure. Under Article V, Section 1.0 a grievance is defined as a claim that the District has violated an express term of the Collective Bargaining Agreement. Of course, this definition does little more than allege that the Collective Bargaining Agreement has been violated. It is generally understood and accepted that “gripes”, “pet peeves”, etc., are not justifiable grievances. However, the question of what constitutes a grievance may be better addressed by answering what a grievance is not

Grievable

- Notice of Unsatisfactory Act
- Administrative Transfer
- Below Standard Evaluation
- Exceed one hour duration on faculty meeting
- Denial of paid personal necessity leave after auto accident
- Failure to compensate substitute teacher according to the incentive plan after exceeding 20 days of service at same site
- Other violations of specific provisions of the contract
- Inadequate Service Report (ISR)

Non-Grievable

- Member is non-reelected
- Refusal to grant reasonable accommodation
- Failure to paint classroom according to members specification
- Letter of reprimand
- Failure to assign class as requested on the matrix (see alternative grievance process)

Representation Rights: At all grievance meetings under this article, the grievant may be accompanied and/or represented by a UTLA representative. If not, the grievant may represent himself or herself or be represented by any other person of their choice, so long as that person is not a representative of another employee organization.

Four Phases to Filing a Grievance

- **Mandatory Informal Conference:** Before filing a formal grievance, the grievant must attempt to resolve a grievance by requesting and holding an informal conference with their immediate supervisor. **(Article V, Section 7.0)**
 - The request for the mandatory informal conference must be in writing and must occur within fifteen (15) working days of the alleged incident. (See Sample request form)
 - The meeting between the grievant and the immediate administrator must take place within five (5) working days from the written request for the informal meeting.

The Chapter Chair should represent the member in the informal conference.

The Mandatory Informal conference is the first step in the grievance process. The purpose of the conference is to introduce each side’s view. It also provides the opportunity to explore and determine

what the facts are and how they are being perceived.

Remember to prepare for the conference and have available any information (contract sections, district memorandums, documents, etc.) that will make you more comfortable and confident in presenting your position.

Your objective as a Chapter Chair should be to explore the opportunity for settlement and compromise. The best way to accomplish this is to ask questions soliciting facts and information and compare them with your own. It is advisable to provide your perspective of the situation or incident and invite the administrator the opportunity to respond with his/her points of agreement or disagreement. You should ask questions and provide your contentions but avoid inflammatory statements accusations or extended argument.

You should work with the grievant (member) ahead of time to develop a clear remedy to propose to the administrator.

It is often helpful to state that you are hopeful that a settlement on the matter is reached and ask the administrator for some options in this regard.

It is important to involve the grievant (member) in all decisions about strategy and potential resolutions during the informal conference process. If the administrator offers a settlement, take a minute to meet outside the room with the grievant to discuss whether or not to accept it.

If it turns out that the conference ends without any agreement you will still have accomplished narrowing the issues and clarifying the facts in dispute.

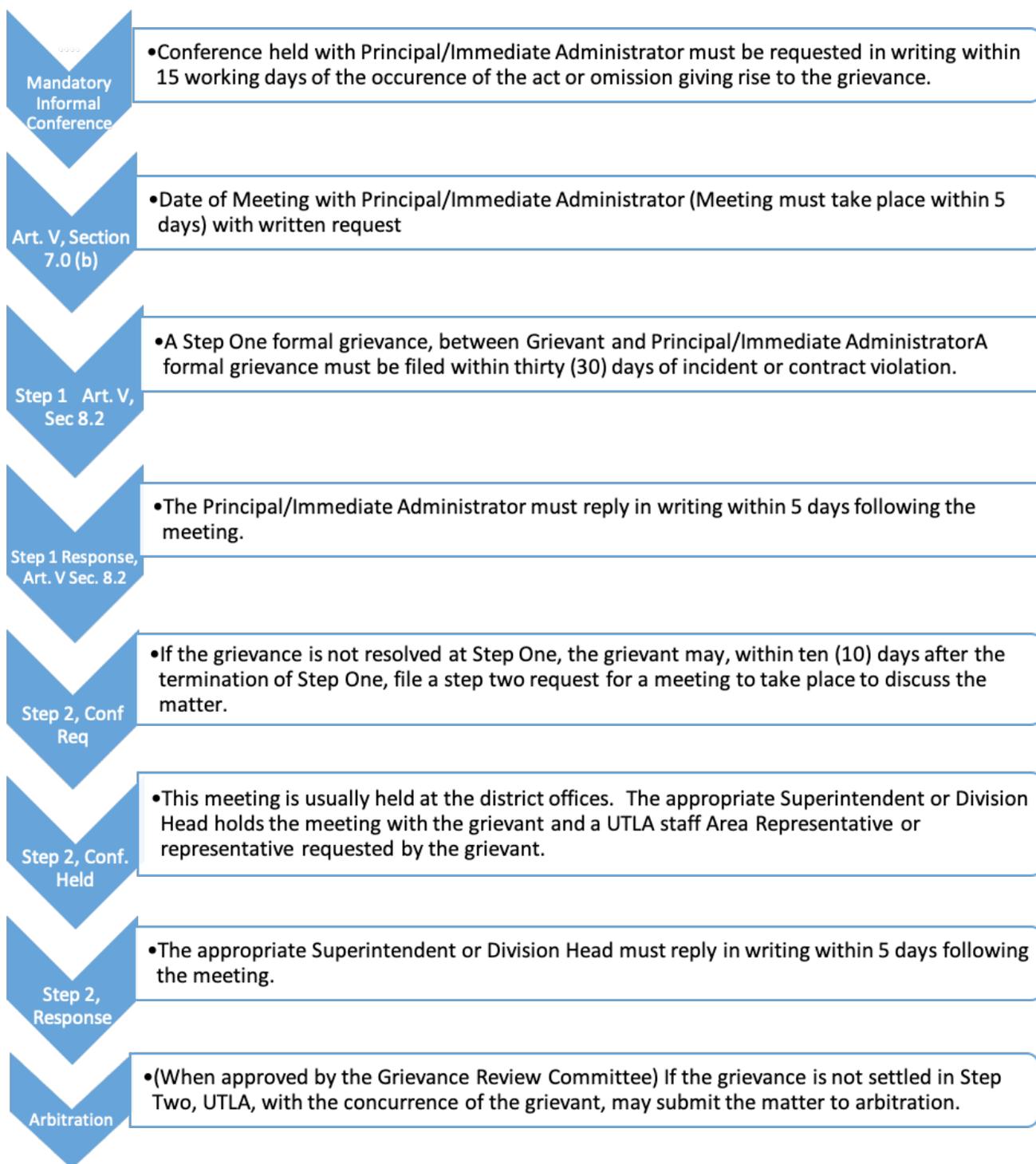
- **Step One:** In the different spheres of conferences (Informal Mandatory Conference and Step One Conference) the objectives are similar. The Step One is really an extension of the Mandatory Informal Conference. Step one meetings are generally handled by UTLA staff Area Representatives or representatives requested by the grievant. As stated, Informal Conference provides the opportunity to get familiar with the District's position, identify the fact surrounding the potential grievance and explore the possibility of settlement.

While the effort in the Step One is directed a little more towards enforcing the contract, exploring the possibilities for settlement is still an important objective. Frequently, additional solutions have been developed since Informal Conference was last held and the grievant or District may have changed their respective positions.

Hopefully, the essence of the disagreement has now narrowed as a result of the Informal Conference, and the facts are now clearly identified. Although settlement is always preferable there are certain circumstances and issues that are just not conducive to a settlement, in this event, the adversarial nature of the grievance process becomes more dominant.

- A formal grievance must be filed within thirty (30) days of incident or contract violation. **(Article V, Section 8.0)**
- **Step Two:** If the grievance is not resolved at Step One, the grievant may, within ten (10) days after the termination of Step One, file a step two request for a meeting to take place to discuss the matter. This meeting is usually held at the district offices. The appropriate Superintendent or Division Head holds the meeting with the grievant and a UTLA staff Area Representative or representative requested by the grievant. **(Article V, Section 9.0)**
- **Arbitration** (When approved by the Grievance Review Committee) If the grievance is not settled in Step Two, UTLA, with the concurrence of the grievant, may submit the matter to arbitration.

Grievance Timeline



Suspension Process

Suspensions are one of the most severe forms of discipline since it involves the potential for the member to lose wages. In the event that your member is notified by the Site Administrator of his/her tentative decision to issue a Suspension the following should be noted:

- (1) The purpose of the meeting is to issue a Suspension it is ill-advised at his point to make any statements. Have the member indicate that they have no statements or response at this time.
- (2) Immediately notify your respective Area Representative that the member has received a Suspension. (THE MEMBER HAS A VERY SHORT TIMELINE TO FILE AN APPEAL)
- (3) Follow the timelines to appeal a suspension: Within three working days after receipt of the suspension, the Local District Superintendent or Division Head (or designee) must be notified of the request to appeal the suspension decision. The member must turn in the all relevant paperwork to their UTLA Area Representative so that the Area Representative has enough time to process the filing of the appeal within 3 working days from the receipt of the suspension.

THERE IS NO SUBSTITUTE FOR PREPARATION

Preparation is arguably the single most important component needed for a successful conference. Most times only limited or short-range preparation is necessary. Conferences dealing with mundane and straight forward subject matters are not likely to require the same degree of preparation as those matters that will have serious impact.

Good preparation gives you the ability to recognize hidden issues.

Preparing Yourself

1. Think through what you want to accomplish:
 - a. What remedies would be acceptable?
 - b. What changes do you seek in administrative policy?
2. Make sure you have the facts straight.
 - a. Do you have the documentation to support your position?
 - b. Have you any witnesses to substantiate your argument?
3. Consider what you know about the Grievant. Consider what you know about the Administrator.
 - a. Personalities involved
 - b. Possible reactions

When Interviewing Your Member

Put the member at ease

- ❖ Create a positive atmosphere
- ❖ Ask the member to relate the facts to you. Allow the member to finish before asking questions
- ❖ Be objective. Maintain your composure. Do not assume any facts or jump to conclusions.
- ❖ Get any names that may reflect or clarify information
- ❖ Take careful notes
- ❖ Restate the facts to the member (**See “Grievance Information Sheet”**)

Analyzing the Information

- ❖ Separate facts from feelings, assumptions and conclusions
- ❖ Determine the weakness
- ❖ Determine if there are any inconsistencies and ambiguities

AFTER YOU HAVE GATHERED THE FACTS

You can evaluate the strengths and weaknesses of your case. Keep in mind that representing a member does not mean that you're going to win, the reality is that there are some cases that are clearly not winnable. Being a good Chapter Chair requires only that you represent the member to the best of your ability. Not all cases are winnable, there are times when settling the case serves the best interest of the member. In matters involving discipline this may mean seeking a reduction in the proposed discipline. For example, you may explore the possibility of reducing a letter of reprimand to a conference memo; or reducing the time limits for removing a conference memo. (*See Article X, Section 10.1*)

(In non-disciplinary cases the possibilities of settlement have greater probability.)

If in your conversation with the members witnesses are identified, it's advisable to interview them and if possible get written statements.

Representing a member in a pre-disciplinary conference:

1. Ask the Principal/Supervisor to relate the facts as they know them. Make sure to take written notes of the accusations/charges.
2. Determine the when, the where, and the time that the observation was made.
3. Determine if there were any notes taken at or about the time of the observation.
4. Request copies of the notes taken at the time of the observation.
5. Determine if there was anyone else present.
6. Determine if there were conversations with anyone regarding the observations
7. Determine if there is specific reference to violations of Contract regulations, and/or District policies.

Listen carefully for the questions and/or comments. Make note of any follow-up dates.

Request for Mandatory Informal Conference (Article V, Sec. 7(b))

Dear (Principal/Supervisor)

I am representing (Name of member)

I am requesting that you schedule a time for us to meet in order to discuss the following matter (describe the concerns, issues, contractual violations. Include dates and times if relevant or applicable)

I am looking forward to meeting with you hopefully we can cooperatively reach an agreement and resolution.

Thank you for your anticipated cooperation in this matter.

Chapter Chair

Meeting with the Principal or Conference

Meetings:

Part of your duties as a Chapter Chair requires you to have direct interactions with your principal. Most of these interactions can be characterized as informal or conversational. A good relationship between a Chapter Chair and Principal is one characterized by professional respect and collaboration. There are many advantages to developing and maintaining a positive approach when interacting as Chapter Chair with your Principal. This is not to suggest that you are in agreement with everything the principal does or the positions that he/she may adopt as an LAUSD administrator, but it does not mean that the bridge to communication and avenues to resolution remain open and professional.

There are some basic suggestions that should be considered.

Know the type of conference and matter of issues to be discussed

1. You should never go into a conference where you are unaware of the subject matter of issues to be discussed.
2. Remarks such as, “...*stop in my office* this afternoon, *I want to have a little chat...*” have many times left the employee at a serious disadvantage.
3. Remember principals are *trained and educated* in terms of conducting conferences. It is seldom that they have not thought through their purpose and objectives prior to scheduling a meeting. The principal is following a pre-determined outline/Script

Conferences:

Conferences can be divided between disciplinary and non-disciplinary. Whether the conference is disciplinary and non-disciplinary the central responsibility is to provide competent and adequate representation.

Disciplinary Conferences

Disciplinary conferences are by their nature requires serious attentiveness and preparation.

The extent of the district’s power to issue discipline is generally connected to the member’s alleged failure to adhere to district policy. Conceivably these policies in a very broad sense covers all working conditions and conduct. In other words, there are certain conduct that may not be specifically expressed or mentioned, but, nonetheless would be considered to fall under district policy.

As a Chapter Chair, ninety percent of your advocacy will involve representing your members in disciplinary matters; this doesn’t mean that ninety percent of your time as a Chapter Chair will be involved in disciplinary issues, it simply means that individual cases concerning one of your members will in all probability be disciplinary.

Types of Discipline

- Conference memos admonishing member’s conduct/behavior
- Letter of Reprimand
- Unsatisfactory Acts/Service
- Suspension
- Administrative Conference (Skelly)
- Inadequate Service Report (ISR)

A note on Substitute educators and Inadequate Service Reports (ISR's):

The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations, and of the substitute's right to a meeting with representation. Upon employee request, a meeting will be held to discuss the matter. The employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. The timeliness of the employee's request for a meeting, or the non-availability of the employee or representative shall not delay issuance of the Inadequate Service Report beyond the ten working days period set forth above. In addition to the grievance procedure, the employee may attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record. Follow the grievance steps and timelines to file grievance.

There are basically *three* types of conferences involving discipline.

1. Pre-Disciplinary

This type of conference occurs prior to any actual discipline being issued. The member will be notified by the administrator of a conference and is generally told that he/she has a right bring their representative.

You should have a discussion with your member and request them to give you any information concerning the conference; in some instances the member may not know as to the reason for the conference and therefore unable to provide any information. If that is the case accompany the member to conference. Inform your member that they must answer the questions that the Administrator may ask, it is recommended to answer all of the question in writing. During the conference take notes as to any allegations, accusations or incidents that the administrator mentions.

If the member has related information concerning the conference you should review the information to determine whether the information should be divulged in the event that it's not requested in the conference by the Administrator.

2. Conference to Issue discipline

If the Administrator has indicated that a meeting has been scheduled to issue discipline you should inform your member not to make any further statements at this conference. Your role will be merely to accept the discipline. Engaging further advocacy at this juncture serves no real purpose (the Administrator is not going to change his/her mind). Once you receive the discipline have the member contact your Area Rep as soon as possible and in no event later than 20 days from the date of issuance. Have your member forward the discipline to the Area Rep. In the event the member receives a Suspension as part of the discipline notify IMMEDIATELY notify your Area Rep (the member only has 3 days to file a Suspension Appeal) The member is responsible to submit all documents into UTLA so that there Area Representative has enough time to process the filing of the suspension appeal within 3 days of the member's receipt of the suspension.

3. Informal Mandatory Conference and Step One

In the different spheres of conferences (Informal Mandatory Conference and Step One Conference) the objectives are similar. The Step One is really an extension of the Mandatory Informal Conference. The Informal Conference provides the opportunity to get familiar with the District's position, identify the facts surrounding the potential grievance and explore the possibility of settlement.

While the effort in the Step One is directed a little more towards enforcing the contract, exploring the important objective of the possibilities for settlement. Often, additional solutions have been developed since the Informal Conference was last held and the grievant or District may have changed their respective positions.

Hopefully, the essence of the disagreement has now narrowed as a result of the Informal Conference, and the facts are now clearly identified. Although settlement is always preferable there are certain circumstances and issues that are just not conducive to a settlement, in this event, the adversarial nature of the grievance process becomes more dominant along with the primary objective.

Grievance Information Sheet

You have indicated a desire to have a grievance filed on your behalf. UTLA will need the following information to file and process a grievance.

Please Print Clearly

1. **Name:** _____
2. **Employee #:** _____
3. **Address:** _____
4. **City** _____ **State** _____ **Zip Code** _____
5. **Phone Number(s):** *Hm* - () _____ - _____ *Cell* - () _____ - _____
6. **School or location:** _____
7. **Site Administrator:** _____
8. **Your non-LAUSD E-mail Address:** _____

I. Who is involved?

- a. *Grievant* _____
- b. *Administrator involved (Name/Title)* _____
- c. *Witness (es)* _____

II. When and where did it happen? (Provide specific date) _____

III. When will 30 school days expire? _____

IV. Was there a mandatory informal conference with principal? **Yes** **No**

a) if so, when requested? _____ (*This must be requested within 15 work days.*)

b) When was it held? _____

c) If not, did the principal refuse to hold it? Yes _____ No _____

d) Did the principal refuse to allow representation by the Chapter Chair? Yes _____
No _____

e) Please attach principal's written response to the informal conference.

V. **FACTS:** What did some administrator do or fail to do that gives rise to the complaint?

VI. Why is it grievable?

a. *Specifically what is wrong with "what happened"?*

b. *What specific contract language was violated (cite article, section, paragraph, page number, etc.) *For any cases under Article X (Evaluation and Discipline) please attach copy of evaluation or disciplinary notice.*

VII. What must be done to make the grievant whole? What remedy do you propose?

a. *Corrective action or remedy requested*

b. *What would we settle for?*

VIII. Signature and date:

Please sign and date the spaces indicated to give your permission for us to file a grievance on your behalf, and cut-and-paste your signature on the official Grievance Form.

X _____ **Date** _____

This form and any supporting documents **must be faxed only** to this number:
213-368-6256

Do Not fax your paperwork to any other fax number

It is your responsibility to call UTLA – 213/ 487-5560 to verify

Our receipt of your Grievance Information Sheet and any related documents

Please remember that grievances must be filed in a timely manner

Page 2 of 2

Revised July, 2015

Disciplinary Strategy Plan Form

Summarize issue:

(Include both accusation against member and disciplinary action by District)

Remedy Sought

Points on which UTLA and District probably can agree:

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Provisions in agreement

UTLA will rely upon:

- 1.
- 2.
- 3.

Provisions in agreement

District will rely upon:

- 1.
- 2.
- 3.

Case Evaluation Sheet

1. Facts of the case:

3. Theory(ies) of Violation

3. Analysis of Violation

a. Facts: _____

b. Law/CBA _____

Non-Disciplinary

Generally speaking non-disciplinary conferences are predicated on the contention that the district has violated the contract. In this regards you as the chapter chair should be prepared to present concrete facts pointing to conduct/behavior that establishes a violation of an Article and Section of the contract. Occasionally you will run into situations where it is not totally clear whether there is a violation of the contract. In these instances the Mandatory Informal Conference would be the opportunity to work out an acceptable solution or understanding.

As with disciplinary matters, there are three types of conferences with your supervisor.

1. General Conference (Article IV, Section 8.0 (h))

It is suggested that you have routine time and dates where you and your supervisor have an opportunity to discuss various issues and concerns. Included in these discussion may be incidents that you feel are contractual violations. This is a great opportunity to work out solutions or settlements with your supervisor that addresses concerns that may have arisen.

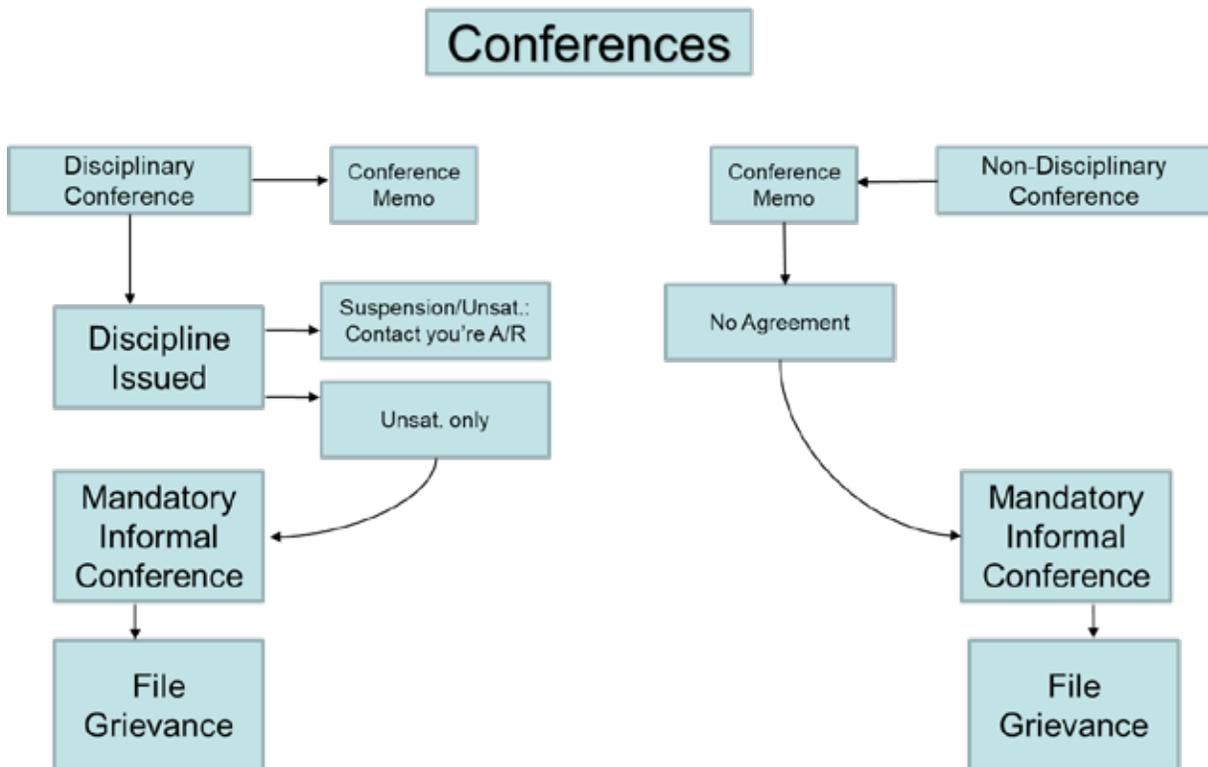
2. Mandatory Informal Conference (Article V., Section 7.0)

There is little difference in the goals and purposes as stated in the disciplinary conference and that of non-disciplinary.

3. Step One Conference (Article V., Section 8.0)

See Step One Conference

Conference Flow Chart



Responding to a Conference Memo

Members have the right to respond to conference memos in writing and they will benefit from some advice from you as a chapter chair. Reviewing the member's first draft and providing them with feedback will be helpful.

Here are some things to consider in advising a member on their response to a conference memo:

1. Clarity – The response should not leave one guessing as to what is being stated. The sentence should be both grammatically correct and properly structured.
2. Brevity: Be Concise - do not respond with unnecessary and/or irrelevant information.
3. Credibility – Do not make representations or references to matters which are untrue or which you believe to be untrue.
4. Composure – Argue the case forcefully, but avoid emotionalism.
5. Coherence – Be rational. Your response should make sense to a third disinterested party.
6. Professionalism – Maintain a professional and appropriate tenor.
7. Conformity – Pattern your format after the format used in the original conference memo. Try to maintain an outline format.

Section 5: Enforcing Class Size Caps

Class Size

One of the biggest victories of our 2019 strike was winning the right to be able to enforce the class size caps in our contract. Our contract calls for yearly reductions in the class size maximums through 2022-2023. UTLA members fully intend to continue fighting to lower those class size maximums even further. Go to www.utla.net to get updated information on class size caps

Below are the steps to take when a class in your chapter is above the class size maximums.

The 3 phases of enforcing class size caps.

1. Pre-Norm Day (Collective Organizing):

The goal is to use your organized power in the chapter through grade level (ES)/department meetings (Sec) to:

- Transparently review enrollment in each class and share with colleagues
- Formulate written recommendations to the administrator who must then respond with attempts mitigate or correct the problem. (Send a copy to the Area Rep)
 - You are *collectively* organizing the power of the chapter to resolve contractual issues on site
 - You are creating an evidentiary trail that can be used later if a grievance is necessary

2. Post Norm Day (Chapter Monitoring):

- Monitor numbers and further enrollment, if any prior, to invoking the problem solving process.

3. Problem solving process (15 days after norm day): Individual Enforcing

- As soon as 15 working days after norm day an individual teacher may request a meeting with the administrator and chapter chair to attempt to resolve a violation of the individual class size caps.
- The principal has to conduct the meeting within 5 working days of the request, and provide a written explanation as to why the cap is exceeded and how they are going to enforce the cap.
- If there is no resolution or agreement on the enforcement measure, the individual teacher or UTLA may initiate a grievance.
 - By going through this process, you create an evidentiary trail to support your grievance.

Section 6: The Matrix Process

The Matrix Process

Uniform Staffing Procedures for a Stable Matrix Process

One of the most important—and most complicated—sections of the UTLA LAUSD contract is Article IX-A, which covers the matrix and uniform staffing procedures for K-12 schools. I encourage all UTLA members to become familiar with the text in this section, if you aren't already.

Schools should begin the process for creating the matrix now, based on expected enrollment and their site budget. There is no reason to wait to complete most of the steps on the “UTLA Chapter Chair Checklist: Uniform Staffing Procedures” on this page. Most schools are not year-round any longer, but if your school is still on that calendar for this year, notify off-track teachers of the scheduled dates for your site.

Make sure all staff is aware of the dates when your school will:

- Finalize the budget.
- Determine the method for requesting grade levels (#2 on the checklist).
- Elect, confirm, or select full-time out-of-classroom positions if needed (#5).
- As soon as possible the chapter chairs should:
 - Meet with the principal after staff has determined the method for selecting grade levels (#3).
 - Request the exact copy of the seniority list from the principal as soon as possible (#4).
 - Consult with the principal to determine the percentage of permanent and non-permanent teachers for the coming year (#6).
- Chapter chairs must help determine which method is used to sign the matrix. There are three typical types, although schools can use any method agreed to by the chapter chair and principal. The three types are:
 - In a meeting with all the teachers present (this is the UTLA-preferred method).
 - One by one in the principal's office with the chapter chair present.
 - Preference forms.
- Elementary schools should be sure to refer to the updated version of REF 3666.1, “Elementary Master Plan Program Class Organization and Staffing for English Learners,” dated May 31, 2013, which replaced the one issued in 2007.

UTLA Chapter Chair Checklist: Uniform Staffing Procedures

- __ 1. Read UTLA/LAUSD contract, Article IX-A.
- __ 2. Hold meeting or survey teachers to determine which locally determined method they wish to use for requesting grade levels, classes within a department, and/or tracks.
- __ 3. Meet with principal to agree on the locally determined method to request classes and the timeline for the process* **(If the principal and chapter chair cannot agree, call your UTLA area representative.)**
- __ 4. Request an exact copy of seniority list from the principal.
- __ 5. Follow process for electing, confirming, or selecting full-time coordinator and/or dean positions; chapter chair; released-time for chapter chair, if applicable.
- __ 6. Principal, in conjunction with chapter chair, determines percentage of permanent to non-permanent teachers for the coming year. Principal posts matrix, which includes type of class, track, credentials and/or qualifications necessary, and differentials, four weeks prior to the day any track or schedule ends for school year or two weeks before class selection.
(If the matrix did not contain the appropriate information, if “qualifications” posted are not reasonable or valid, etc. call your UTLA area representative.)
- __ 7. Elementary permanent teachers request and are assigned positions based on the matrix; non-permanent teachers fill out preference forms and are assigned positions by principal. Secondary permanent teachers request tracks; classes requested and assigned as per UTLA/LAUSD Collective Bargaining Agreement, Article IX-A, Section 2.0
- __ 8. Principal assigns tentative classes consistent with UTLA/LAUSD contract, Article IX-A, Section 2.0, as soon as feasible, but not later than twenty-one (21) calendar days prior to the teacher’s last scheduled work day. **(If classes were not assigned consistent with Article V-A, immediately initiate the Dispute Resolution Procedure.)**
- __ 9. Give preference forms to the principal in case of vacancies and adjustments.
- __ 10. Fill vacant positions after selection and before norm day consistent with the UTLA/LAUSD contract, Article IX-A, Section 2.1.
- __ 11. Fill vacant positions subsequent to norm day consistent with the UTLA/LAUSD Collective Bargaining Agreement, Article IX-A, Section 8.0.

(If the classes were not filled according to the CBA, call your UTLA Area Representative)

Dispute Resolution Panel: When certain disputes arise under [Article IX-A](#) relative to assignments to class, track and/or coordinator positions, the affected teacher may invoke the Dispute Resolution Procedures found in [Article V-A](#).

Staff Procedures Suggested Time Sequence

TASKS	SINGLE TRACK	THREE TRACK	COMMENTS
<p>I. a. Decision: Coordinator position(s) in your school plan? Dean position(s)?</p> <p>b. Selection process: Coordinator(s) Dean(s)</p>	ASAP Month of April or prior to posting of matrix	Mid-April or prior to posting of matrix	Principal and Chapter Chair may jointly develop alternate dates Refer to Article IX-A, Sections 4.0 through 7.0 and 9.0 through 10.0
II. Election of UTLA Chapter Chair	April – prior to selection of classes	Prior to C-Track going off track for school year	Chapter Chair elections are to be conducted utilizing UTLA procedures – any disputes should be referred directly to UTLA
III. Posting of Matrix by Principal	Mid-March – no later than four weeks before classes are selected	Early March – no later than four weeks before classes are selected	Refer to Article IX-A, Section 2.0 (Matrix must be posted approximately four weeks prior to the day teachers on any track or schedule finish service for the year or four weeks prior to requesting assignments)
IV. a. Teachers request track, grade level (elem), classes (sec); request class assignment	Month of April or earlier if a local site determines to use an earlier date	Mid-April or earlier if local site determines to use an earlier date	Principal and Chapter Chair may jointly develop alternate dates Refer to Article XXVII, Section 2.8(d) for specific dates of the Local School Leadership Council election
V. Contractual date for teacher notification of tentative assignment	21 calendar days prior to the end of teachers’ work year	21 calendar days prior to the end of teachers’ work year	See UTLA – LAUSD Side letter agreement dated March 21, 2013 – date adjustment for Early Start Calendar

Dispute Resolution Process

Class Assignments (permanent teachers)

What do you do if you want to challenge an initial class assignment given to you as a result of the matrix process?

If differences arise as the result of the site administrator's assignments of permanent teachers, they shall be resolved according to the following procedures:

Alternative grievance procedure: elementary and secondary track assignments and elementary grade assignments (Article IX-A, Section 2.0 and Article V-A)

Informal procedure

1. If you believe that your assignment is inappropriate, you must request an informal meeting with the principal (and department chair if the matter involves the department chair).

2. Obtain a copy of the Dispute Resolution Panel Form/Checklist from your Chapter Chair.

3. You must request this informal meeting within three days after you knew or should have known of the assignment. To be safe and keep within this time limit, you should request an informal meeting immediately after learning of your inappropriate assignment. UTLA strongly recommends that all requests be in writing, dated, and a copy retained.

4. The principal must hold this meeting within three days of the request.

5. If the informal meeting is not held within three days of the original request, you must request the formal procedure (within six days of the informal meeting request).

Formal procedure

1. If the complaint is not settled at the informal meeting, you must request a formal meeting with the principal (the department chair), and the Chapter Chair within three days. Acting reasonably and in good faith, they shall attempt to mutually agree upon the assignment, and such agreement shall be final and binding.

2. If the site administrator and chapter chair cannot agree upon the assignment within three days, you must fully complete the Dispute Resolution Panel Form/Checklist in all places and, most importantly, obtain the signatures of the principal and chapter chair on item #4. You must fax copies of this complaint to the Office of Staff Relations and UTLA.

3. At this point a two member panel (appointed by UTLA and the District) will resolve the assignment issue. The decision of the panel shall be final and binding.

For more information: See Article IX-A and Article V-A of the UTLA-LAUSD contract. Our contract is one of the most comprehensive in the United States and it protects a wide variety of your professional rights. For the full text of the collective bargaining agreement and more "Know Your Rights" columns, log on to www.utla.net.

Section 7: PROP 39 Co-Location

Section 7: PROP 39 Co-Location

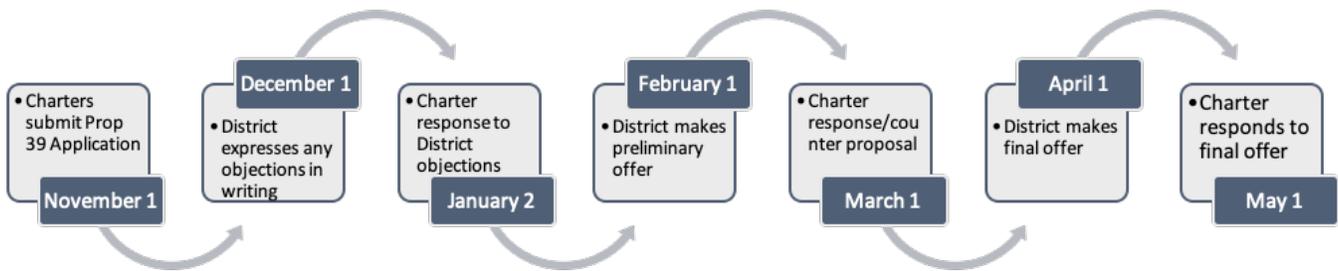
Implementation, Unoccupied Space, and Over-allocation •

Background

In 2000, Proposition 39 was approved by California voters and amended Ed Code Section 47614. The current law requires Districts to offer equitable and adequate unused public space to charter schools in conditions “reasonably equivalent” to those in which students would be accommodated if they were attending other public schools of the District. In 2010, a court ruling specified that LAUSD must offer unused school space to charter schools, creating a co-location with both a district school and a charter school.

Timeline

The District has a limited timeframe to review requests, identify available space, and issue preliminary proposals. The District has only 90 calendar days to do this. Additionally, the District must frequently modify school sites to comply.



Over-Allocation

Over-allocation occurs when actual enrollment is lower by 10% of the enrollment estimated in the petition for space, or 25 students, whichever is greater. P2 numbers are used for this calculation.

As soon as a charter school suspects that an under-enrollment / over-allocation has taken place, they *must* inform the District and offer space back. Once the District has received this offer, it has the choice of whether or not to take the space back.

If the District does not take the space back, and the charter school is still under-enrolled by P2, the charter school must pay a reimbursement (or fee) for the use of the extra space. Additionally, if the charter school does not inform the district of an over-allocation, and P2 enrollment shows the school to be under-enrolled, the District can charge the charter for the reimbursement.

What Can We Do?

The District must collect the reimbursements, as this represents money that could be used to improve educational opportunities for District students, for example by reducing class size, increasing wraparound services, or through other programs. In addition, the District must review all policies related to Proposition 39, and charters in general, to responsibly manage the costs and revenues related to charters.

However, as we have seen, the District will not do this on their own. We must draw attention to these issues through member involvement, parent and student recruitment, and commitments to mobilize to meetings.

Co- Location Contract enforcement time line

May of previous school and next school year:

Is there a “Shared Use Agreement” (SUA) that has been mutually agreed to between our District school and the Charter school?

- a. If so, request at least one copy to be made easily accessible at any time at your worksite, maybe in the office counter or employee lounge. Ideally, every member should be provided a hard/electronic copy.
- b. This document will govern the manner in which specific physical space on your campus shall be utilized and/or shared by each school. Space such as libraries, cafeterias, MPR, playground, bathrooms, sports facilities, employee lounge, parent centers and more.
- c. The SUA also impacts the schedule of activities & events at your school such as start/end times, lunch, recess, bell schedules, assemblies, ceremonies, sporting events etc. The voice of parents and UTLA members’ are critical.

Article 29 section 3.0 and 4.0 Gives co located school’s a right to designate co-location coordinator and allowed to participate in all co-location trainings and discussions/meetings.

August and September:

UTLA Chapter Chairs and/or designee at every school should participate in the development of the Electronic Capacity Assessment Report (ECAR).

a. At the beginning of the school year all school principals from every school is responsible for submitting an ECAR to LAUSD’s Facilities Division. The ECAR is a “snapshot” of how space is currently being utilized at that school. By default, it also defines what classrooms/space may be considered “vacant and available” (per Prop 39) for co-location.

b. **Engage your principal...**We encourage all chapter chairs to work with your principal, colleagues and parents through your Leadership/Governing/School Site Council to ensure that your voice is part of the discussion that helps define how space at our school is/shall be utilized.

Article 29 section 1: UTLA Chapter Chair will be invited when a Charter walk through is conducted.

Year Around:

A “Joint Colocation Advisory Committee” (a.k.a. Co-Location Committee) that meets regularly (1/month recommended) should be established at every Prop 39 Co-Located campus.

- a. This committee should include teachers, parents, certified staff and administration.
- b. This committee can discuss any co-location matter and should work with other established councils (i.e. SSC/ LSLC) to monitor, enforce and modify the SUA as needed.

Article 29 Section 5.0 includes co location discussions with the school’s safety committee and input from the Local School Leadership Council.

For new prop 39 targeted chapters, we can now prepare to push back.

Article 29 section 2: By December 1st and February 1st, UTLA will be provided with Prop 39 Requests forms.

Section 8: Effective Chapter Meetings

Effective Chapter Meetings

20-Minute Meeting!

Our union must involve every member in every chapter. Regular chapter meetings are an important way to keep members engaged in our union-wide work and in the important work in your chapter. Union meetings should be a place where members can discuss issues, develop consensus on a plan to address those issues and share results and next steps.

Educators are busy. Members will appreciate a well-planned and efficiently managed meeting.

Here is a suggested agenda:

5 Minutes	Union-wide Issues: Brief overview of major union-wide campaigns, and the status of chapter participation. Agree to next steps in the chapter's work on those issues (for example, joining the rally, finishing the petition drive, increasing parent outreach etc)
5 Minutes	Parent Engagement: Report on or check in on parent outreach and messages the chapter wants to share with parents.
5 Minutes	Chapter Issues: Present or solicit issues from the group that may require collective response. Develop consensus on a solution to the problem that you can propose to administration. Develop a plan to collectively propose that solution as well as a first escalation step if the issue is not resolved.
5 Minutes	Next Steps: Review and confirm agreement on next steps. Set up any follow up or deadlines. End the meeting on a positive note

UTLA Meeting

Topic:

Date _____

Time _____

Location _____

PASS THE WORD!

Section 9: Commonly Referenced Policies and Rights

Commonly Referenced Policies and Rights

Payroll:

- A. There are 180 instructional days, 2 pupil free days, 6 Paid Holidays, 11 Winter Recess Paid Days (which include Legal Holidays of December 25, 31, and January 1) and 5 paid spring recess days. 204 total paid days.
- B. For a C Basis Employee on Annualization, he/she receives 12 checks of equal value, beginning August 5 and ending July 5. Each check is equal to 17 paid days.
- C. For C Basis Employees on Paid-as-Worked, each month generates a different number of paid days.
- D. "Contract Hourly Rate" (once referred to as "tenthly pay") is determined by dividing annual salary by 1,224 hours.
 - 1. This is the rate used to compensate for Replacement Pay, Auxiliary Period, and Summer School. For summer school, contract hourly rate is multiplied by 1.09224.
- E. Reading pay check stub:
 - 1. Rates are based on Steps (years of experience) and Schedule (post Bachelor Units).
 - 2. Each Annualized check pays 120 hours.
 - 3. Illness time is measured in hours. Each six hours equals one day for C Basis.
- F. Salary Preparation Tables: T, L, D (Special Services), Substitutes, Early Ed.

Leaves and Absences

A leave is an authorized absence from active service granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service unless the employee's service would have otherwise been terminated. (Employees serving under written contracts of employment may qualify for such leaves if provided for in their contracts. All other employees, including substitutes, may qualify for certain paid or unpaid absences with no right to return, but are not eligible for leaves except for family care and medical leave, if eligible.) Leaves are either "permissive" or "mandatory." As to permissive leaves, the term "may" is used and the District retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves the term "shall" is used and the District has no discretion as to whether the leave is to be granted to a qualified employee. The term "formal leave" refers to any leave of more than twenty days in duration. Formal leaves must be applied for in writing using the District form.

Absences:

- A. Each July 1, Certificated Employee is credited with 10 full-pay illness days, and 90 half-pay illness days.
 - 1. Unused Full-Pay Illness Days roll over to following school year, half-pay days do not. Certificated do not pay into SDI, so these illness days are an Employee's "Disability Policy."
 - 2. All unused full-pay illness days, at retirement, are converted into additional Service time by CalSTRS.
 - 3. Employees who end the previous in half-pay illness or unpaid status, and do not work the last day of the school year, do not receive 10/90 projection.

- B. Catastrophic Illness Donations:
 - 1. Once in a career, an employee who has been absent for a minimum of 60 days, can apply for this program. If the Employee has already dipped into half-pay illness, the first days donated are applied to making half-pay illness days into full-pay illness.
 - 2. Application is made through District Risk Management Office.

- C. Kin Care:
 - 1. Used to attend to the illness of a child, parent, spouse, or domestic partner
 - 2. Available in a Calendar Year.
 - 3. Must have an equivalent number of full-pay illness days.

- D. Personal Necessity.
 - 1. Article XII, Section 14.0
 - 2. "Other Significant Event of a compelling nature," Article XII, Sec 14.0, subsection h.
 - 3. Personal Necessity does not qualify as a protected absence.
 - 4. Must have an equivalent number of full-pay illness days.

- E. Protected Absences: Cannot be used in evaluation process.
 - 1. FMLA/CFRA, Kin Care, Jury Duty, Military Leaves, possible Work Comp.

- F. Substitute Paid Sick Leave (limited)
 - 1. Up to four days per school year.
 - 2. Must have previously worked 90 days to be eligible.
 - 3. May only be used on days the employee is scheduled to work or offered assignment.
 - 4. Do not accrue to following year.

5. Employee must give notice as soon as practical.

G. Workers' Compensation. Article XII, Section 13.0

1. Legal, not Contractual.
2. Employee must report injury to administrator within 24 hours, if able to do so.
3. Pre-designation of Physician Form.
4. Compensation while on WC:
 - a. If approved for TTD, Sedgwick (TPA) pays first 60 days.
 - b. On day 61, Sedgwick pays 2/3 of salary, and remaining 1/3 paid from illness bank.
 - c. If illness bank is exhausted, District-paid health benefits end at the end of the month

G. 10/90 Projection

1. If Employee is unable to return to work in August, employee can apply for a 10/90 projection.
2. The 10/90 can only be used at the beginning of the school year.
3. Used only when employee ends previous school year in unpaid or half-pay status, and is unable to begin the new school year. This regenerates District-paid benefits.
4. Can be used once in a career.

H. Employee absent more than 20 consecutive days must apply for a medical leave of absence.

Other Paid, Non-Illness Days:

A. Bereavement: Article XII, Section 9.0

1. Limited to death of Spouse, cohabitant who is equivalent to spouse, parent (includes in-law, step and foster parent), Grandparent, Child, Grandchild, Sibling, any relative living in employee's immediate household.
2. Three days; five days if out-of-state travel is required.
3. Must be used within 10 calendar days of death.
4. Illness days are not deducted.

B. Jury Service Leave: Article XII, Section 18.0

1. If called during school, non-vacation time, Employee must make request to postpone to vacation time.
2. If postponement is not allowed, Employee must notify immediate supervisor.
 - a. Pay limited to 20 days.

- b. Must tell Judge that employer will not pay beyond 20 days, if trial is expected to be lengthy.
 - c. Illness Days are not deducted.
- C. Military Leave Article XII, Section 18.0
 - 1. Illness Days are not deducted.

Pregnancy Disability and Paid Parental Leave: Article XII, Section 10.0

- A. "What Expecting Parents Need to Know."
 - 1. Pregnancy Disability Leave
 - 2. Newborn Health Coverage.
 - 3. Bonding with Your New Baby.
 - 4. Lactation Laws.
- B. California Law: Paid Parental Leave
 - 1. Must be employed by LAUSD at least 12 months in previous seven years.
 - 2. FMLA eligibility is not required.
 - 3. Up to 12 weeks of paid parental leave during any 12 month period.
 - 4. If both parents are LAUSD Employees, the 12 weeks can be split.

District-paid Health Benefits: Article XVI

- A. Eligibility
 - 1. Every employee assigned half-time or more of a full time assignment.
 - 2. Adult School personnel assigned to 120 hours per pay period
 - 3. Substitutes who were paid 600+ hours in previous year obtain benefits September 1.
 - a. For 2018-2019 only, eligibility based on 564 hours (94 days).
 - 4. Employee must remain in paid status during the calendar month, to receive HBs following month.
 - a. Substitutes must work at least one day per month.
 - b. Work Compensation, without illness time, does not qualify one for HBs.
 - 5. Those on CalSTRS Disability or CalSTRS Disability Retirement may receive District HBs if otherwise eligible to retire with HBs (see Section _____).
 - 6. Eligible employees may opt out of Medical Coverage.
 - a. \$3,000 per year, taxable wage/
 - b. Maintains dental and vision coverage.
 - c. Must complete Medical Opt-Out Cash Back Attestation Form.
 - d. May re-enroll only employee experiences IRS-approved "Mid-Year Life Change Event."

B. Open Enrollment: Every November 1-21

C. Medical Options:

1. Kaiser Permanente
2. Health Net
3. Anthem HMO (big benefit, limited network)
- 4 .Anthem Blue Cross EPO. (lesser benefit, large network)

COBRA Article XVI, section 9.0

- A. Consolidated Omnibus Budget Reconciliation Act (COBRA) is Federal Law.
- B. Employee must pay premium (102% of District's costs).
- C. COBRA may be applied for retroactively.

Retirement (with District Paid Retiree Health Benefits) Article XVI, section 4.0

A. RETIREMENT ELIGIBILITY VERIFICATION FORM

1. We can ballpark eligibility, but this is the official paper.
- B. Eligibility is determined by date of hire, noted in Article XVI, Section 4.0, a-g.
- C. Employee must resign and retire on consecutive days.
- D. Employee must enroll in CalSTRS or CalPERS.
- D. Retiree must be enrolled in Medicare Part A and Medicare Part B, upon reaching age 65.
 1. Active employees, age 65+ are not required to enroll in Medicare.
 2. Retiree is exempt from enrolling in Part A (currently, \$428/month) if he/she cannot enroll at no cost.

E. Required forms:

1. Certificated Resignation Form
2. Application for Continuation of Health Benefits.
3. CalSTRS Express Benefits Report.

10% Retirement Bonus

- A. Those employed in 1992-93 lost 10% of pay, in negotiated agreement.
- B. The agreement allows those who retire from the District, July 1, 1994 or later to receive a 10% Bonus about 6 weeks after retirement becomes effective.
 1. Bonus is 10% of final year salary.
 2. Employee must retire. If he/she resigns only, Bonus is not paid.

3. Employee must not have resigned from the District.

What a member should do when injured during an act of violence

1. *Notify the Site Administrator and appropriate law enforcement authorities within 24 hours of the incident if you are physically able to do so*
2. *Complete an written report of the injury on a form to be provided by the District within two working days of the incident if you are physically able to do so*
3. *Report, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator an receive approval as a result of the examination*
4. *Request from the SAA all of the necessary workmans compensation paperwork.*
5. *Apply in writing for the 60-day extension on a form to be provided by the District as soon as you see the need for the extension. This form should be turned into your immediate administrator*

physically injured during an act or acts of violence related to and during your performance of duties, then your leave of absence may be extended beyond the initial 60-day period.

In order to qualify for such an extension you must:

The determination of whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of your duties shall be made in the reasonable judgment of the immediate administrator.

The determination of whether the injury is disabling beyond the 60-day period shall be made in the reasonable medical judgment of the employee health coordinator.

You may be required to be evaluated by the employee to be evaluated by the employee health coordinator at any time during the extended period.

It is highly recommended that if you are physically injured during an act of violence that you notify the Site Administrator and appropriate law enforcement authorities in addition to completing a written report of the injury in order to preserve your right to file for an extended leave of absence, if needed.

Kin Care

What is Kin Care?

Kin Care is a paid, protected leave under California Labor Code 233 that allows employees to use a portion of their full-pay illness balance to attend to the illness of a child, parent, spouse, or domestic partner. Regular status classified and certificated LAUSD employees can use up to six days of full-pay illness time per calendar year (from January 1 to December 31) for Kin Care.

Is Kin Care paid?

Kin Care is a paid leave. Employees must have a sufficient full-pay illness balance in which to charge the time. Up to six days of full-pay illness per calendar year (January 1 to December 31) can be used as Kin Care.

How do I request that an absence be designated as Kin Care?

Complete the "Certification/Request of Absence for Illness, Family Illness, New Child" form (Form No. 60.ILL). Select item 4E, "Illness/Injury/Disability – My Family Member." Indicate the relation of the family member and check "kin-Care requested". The time reporter will code the time as KC and in Care will be charged to your full-pay illness balance.

How is Kin Care time reported?

Time reporter record the absence using code "KC". If the employee is also eligible for FMLA/CFRA and caring for the serious health condition of a spouse, domestic partner, child or parent certified by a health care provider, time reporters record the absence a FCKC. In either case the time will be charged to the employee's full-pay illness balance.

What is the difference between Kin Care and Personal Necessity?

While both Kin-Care and Personal Necessity are charged to the employee's full-pay illness balance and can be taken to care for others, the amount of Kin Care that can be used per year is based on the calendar year (January 1 to December 31); the amount of Personal Necessity that can be used per year is based on the fiscal year (July 1 to June 30).

Up to six days of full-pay illness can be used for Kin Care per Calendar year. The amount of Personal Necessity that can be used per fiscal year varies depending on the employee's bargaining unit. Most employees can use up to six days of full-pay illness for Personal Necessity per fiscal year. Employees should consult their collective bargaining agreement for additional information regarding Personal Necessity.

What happens if I have used my six days of Kin care within the calendar year and need to care for a family member?

If you have already used the six days of Kin Care allotted in the calendar year, but still have a full-pay illness balance, you can be compensated for the time off by requesting Personal Necessity per fiscal year depending on their collective bargaining agreement. Union-represented employees should consult their collective bargaining agreement; District-represented employees should refer to Personnel Commission Rule 807 for additional information

What happens if I have used all of my full-pay illness time?

As both Personal Necessity and Kin Care can only be charged to full-pay illness (neither can be charged to half-time illness), you will not be able to take Kin Care or Personal Necessity. In order to receive compensation, you can request vacation time from your supervisor. Vacation requests must be approved by your supervisor and will be paid as long as you have a vacation balance from which to charge the time.

Does Kin Care run concurrently with FMAL/CFRA?

Yes. Kin Care can run concurrently with FMLA/CFRA if you are taking leave to care for a serious health condition of a spouse, domestic partner, child or parent as certified by a health care provider. As FMAL/CFRA is unpaid, taking Kin Care and or Personal Necessity under these circumstances would allow you to receive compensation as long as you have a full-pay illness balance in which to charge the time.

Can I use Kin Care for bonding with a new child in the family?

No. Unfortunately, bonding with a new child is not a benefit of Kin Care.

Additional Information/ Questions

Additional Information, refer to the LAUSD FMLA website at <http://fmla.lausd.net>. You may also contact the Division of Risk Management and Insurance Services, FMLA Programs Section at (213) 241-3954 or by email at FMLA@lausd.net.



WE ARE PUBLIC SCHOOLS
UTLA

WE STAND WITH LA TEACHERS

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TEACHERS JUST WANTING FUNDS