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**Los Angeles Unified School District**  
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**Kristen K. Murphy, Ed.D.**  
Associate Superintendent

**Peter Hastings**  
Executive Director

8/15/2024

Carl Joseph, Area Representative  
United Teachers-Los Angeles  
3303 Wilshire Blvd., 10<sup>th</sup> Floor  
Los Angeles, CA 90010

**RE: UTLA OBO DISTRICTWIDE LIST #2023-100498 vs. LAUSD (DF: 11/13/2023)**

Dear Mr. Joseph:

The following memorializes the Settlement Agreement made and entered into by and between the Los Angeles Unified School District and United Teachers of Los Angeles (UTLA):

1. UTLA will withdraw the above captioned grievance filed on 11/13/2023.
2. Upon reassignment of any UTLA member, they will be notified within 5 days of the general nature of the allegations against them. We will advise them that they are being reassigned for any of the following categories. Moreover, reassignment will only occur if the nature of the allegations fits one of these descriptions:
  - A. An ongoing investigation of alleged misconduct by law enforcement (Use this incident description only when directed not to release details by the investigating law enforcement agency).
  - B. Sexual harassment of a student, employee, school-related adult, or other community member.
  - C. Physical or non-physical contact with a student, or any other behavior directed towards a student, perceived to be motivated by sexual interest.
  - D. Engaging in a sexual or romantic relationship with a student regardless of their age, or with any other minors outside of LAUSD.
  - E. Communicating with students for non-school related purposes in person and/or via phone calls, electronic or digital mediums, in writing, or in any other manner.
  - F. Law enforcement investigation for the sale/use of child pornography or other related lewd and lascivious acts.
  - G. Accessing, viewing, uploading, downloading, distributing and/or exposing students to inappropriate audio-visual materials of a sexual or non-sexual nature.

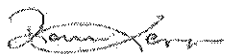
- H. Endangering and/or threatening the safety and well-being of students, including failure to provide appropriate supervision or follow professional and/or District protocols.
  - I. Physical contact with a student not necessary for safety and outside the scope of the employee's duties or responsibilities, including the use of violence and/or corporal punishment.
  - J. Failure to report suspected child abuse or dependent adult/elder abuse.
  - K. Fraud/financial malfeasance or workplace dishonesty
  - L. Charges of felony or misdemeanor crimes.
3. The District will provide the reassigned employee the year in which the alleged incident triggering the reassignment occurred.
  4. The District will specify the title of the alleged victim, i.e. student, employee, school-related adult, or other community member as it relates to letter B of the agreement, or any other "subpart" information in any of the provisions of A-L.
  5. If any member of UTLA alleges that this agreement has been violated and/or that the information agreed upon has not been provided, UTLA will have the right to grieve it as an alleged violation of Article IX-D 3.0, pursuant to the grievance procedure in Article V, and the sole remedy will be to comply with the terms of this agreement. As this interpretation of Article IX-D 3.0 is new based on this settlement agreement, it is not retroactive and only applies to reassignments made after the date this agreement is executed by UTLA.
  6. The Parties agree that Article IX-D 3.0 will be amended to reflect the above terms during Successor negotiations and that this Agreement will remain in effect unless mutually amended by the parties.

This settlement is made solely to resolve this grievance, does not address the merits, and will not serve as a precedent for any other action, and may not be used as evidence in any future administrative matter.

The foregoing constitutes a full and final resolution of this matter and no additional claim or action of any kind shall be filed regarding this matter by any party.

Please sign in the space below if this offer of settlement is acceptable and return it to me by Friday, August 16, 2024, after which time the offer will be withdrawn.


Best regards,

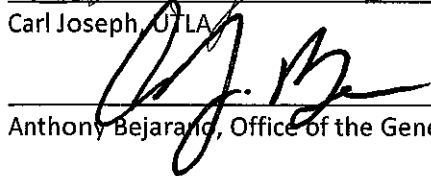


Damian Lenon,

Staff Relations Field Director

IT IS SO AGREED:

  
 Carl Joseph, UTLA August 15, 2024  
 \_\_\_\_\_ Date

  
 Anthony Bejarano, Office of the General Council 8/15/2024  
 \_\_\_\_\_ Date

C: Staff Relations