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Previous Proposals

Initial UTLA proposal: 6/20/17

LAUSD counterproposal: 8/21/17

**UNITED TEACHERS LOS ANGELES
Bargaining Proposal
February 1, 2018**

ARTICLE XXI - ADULT AND CAREER EDUCATION

- 1.0 General:** The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in the Division of Adult and Career Education (hereinafter "the Division") is conducted by a combination of full-time and part-time employees trained in methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, lifelong learning, and vocational and occupational training. ~~While it is recognized that Division personnel may be concurrently employed in other divisions of the district (including K-12), it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to Division of Adult and Career Education employees, this Article shall prevail.~~
- 1.2** The District shall furnish UTLA annually, upon request, with a print-out list of Adult Education assignments, listed by name, employee number, and work location, and classification codes.
- 2.0 Employment Contracts:** Adult Education funded employees who are assigned more than eighteen hours per week ~~in the same classification code~~ are covered either by probationary or permanent contract status.
- 2.1** ~~All personnel in categorically funded programs shall be employed under binding individual ("M" basis) employment contracts which shall not conflict with the provisions of this Agreement. Employees may utilize the grievance procedure with regard to alleged violations by the District of "M" basis contracts. "M" basis contracts shall specify the duration of employment, and shall terminate on or before June 30, of the year in which they are issued. If the duration of employment is to be extended beyond June 30, a second contract shall be issued to cover the balance of the employment period.~~
- a.** ~~The contract term for employees assigned to ROC/ROP programs shall be for the equivalent of a one year "C" basis term.~~
 - b.** ~~The contract term for employees assigned to Skills Center programs shall be for a term of one school year if funding is available.~~
 - c.** ~~The contract term for a person hired to complete the term(s) of employment of on other person shall be for the duration of the original term(s).~~

2.2 All "M" Basis temporary contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.

3.0 Non-Contract Personnel-Release During Term of Assignment:

- a. All part-time (18 hours or less per week) Adult Education funded personnel may be released during their term of assignment only for the reasons stated in Section 2.2 above lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.
- b. Those with an assignment of 10 to 18 hours per week may utilize the grievance procedure ~~for~~ claimed violations of Section 2.2. above; the sole remedy for non-unit members (those with an assignment of less than 10 hours per week) shall be an administrative review by the Division Superintendent or designee, upon written request submitted within 10 days of notification of their release. Also, if it is contended by a non-unit member that the release violated Board Rules and/or administrative rules, the grievance procedure for non-unit members (see Article V, Section 23.0) may be utilized.

4.7 In the case of current personnel who are not to be renewed due to elimination or reduction of educational offerings, lack of work or lack of funds (an "over-teachered condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:

- a. The site administrator shall first identify the affected course(s) including closely related courses in the same subject (e.g. English 1, 2, 3, 4);
- b. The longevity of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.
 1. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the "consecutive" service requirement. Time spent as a continuing employee in DACE that does not meet the requirements for an additional year of longevity shall not result in the loss of the cumulative longevity acquired.
 2. To qualify for a year of longevity service, the individual must have served at least 734 ~~hours during that school year~~ 75% of the school year in an assignment(s) of at least ten hours per week, excluding summer school. Prior to July 1, 2001 156 hours were required to qualify for a year of longevity.
 3. ~~Service in any Adult Education Division program shall apply. However, until such time as the District has the computer capacity to track service on a District-wide basis, the District will look solely to the service at the current time reporting site, unless the individual requests consideration of prior service from another site. Such a request must be made prior to May 1, to be effective for the next school year.~~

5.2 The District has committed to replace tenured Adult Education positions which become lost to attrition (resignation, retirement, death). The number of Permanent (tenured) positions can be reduced proportionally to reductions in funding, provided that the following conditions are met:

- ~~a. The position is in a field which the District has determined to be a growth field for the foreseeable future; and~~
- ~~b. The district has determined that funding and work is available for an additional block of hours equivalent to a tenured position; it is understood that the hours may be split in time and/or location, and may include weekend assignments.~~

6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

- d. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches ~~30~~ 23 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor. If the above criteria is met and the administration fails to provide an aide, a second teacher will immediately be assigned to the class until such time as an aide is provided.

10.3 Part-Time Leave:

- a. ~~Part-Time Half-Time~~ Leave shall be granted on a year-to-year basis to allow a permanent teacher in the Division of Adult and Career Education (DACE) to continue service for ~~one-half a portion~~ of his/her tenured assignment hours.
- b. ~~A leave for other than one-half time may be granted on a year-by-year basis subject to school schedules, availability of classes, and approval by the principal and the Division of Adult and Career Education (DACE).~~
- c. An application must be on file in the DACE Personnel Office by April 15 for the fall term and November 15 for the winter or spring terms.
- d. Eligibility for health and welfare benefits for employees who work less than half-time will be determined pursuant to Article XVI, Section 3.0.

- Pay Structure

Adult education teachers shall be paid hourly on the basis of a table, similar to Preparation Salary Table T, that is based upon education and experience.

- Right to continued employment post-retirement

Permanent employees shall retain a right to continued employment in retirement. Said employees shall be limited to a maximum of twelve hours per week, and shall be employed on the basis of acquired longevity.