

MAY 24 2018

1240

Previous Proposals

Initial UTLA Proposal: June 1, 2017

LAUSD Proposal: June 20, 2017

UTLA Proposal: October 4, 2017

LAUSD Proposal: April 26, 2018

**UNITED TEACHERS LOS ANGELES  
BARGAINING PROPOSAL  
May 24, 2018**

**ARTICLE IX-A - ASSIGNMENTS**

1.0 ~~General: This Article is a composite of contractual items previously contained in Article IX (Hours) and Article XXXI (Miscellaneous). They have in several cases been reworded and/or placed in different order for purposes of clarity.~~

2.0 Uniform Staffing Procedures For All K-12 and Adult Schools:

a. Creation and Posting Of Matrix:

Approximately four weeks prior to the day teachers on any track or schedule finish service for the school year or four weeks before classes are selected, the site administrator shall prepare and post a District seniority list, provided by the LAUSD Human Resources Department, of bargaining unit members assigned to the school site and a matrix indicating the tentative number of classes (on each track, if multi-track) for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The site administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible (at or before the end of the track, if applicable), but not later than June 1. Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two days of preparation time, the change of assignment must affect the majority of courses taught in a secondary or adult assignment, and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time may be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administrator. In any event, however, the time must be utilized by the end of the second week of student instruction.

b. Requests:

Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class (es) within a department (secondary) or track (multi-track) using a ~~teacher preference form or other~~

locally determined method approved by a majority vote of the classroom teachers assigned to the school site. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

Locally determined methods may include, but are not limited to:

1. Preference sheets, with school principal and UTLA Chapter Chair meeting to jointly create the matrix.
2. Preference sheets, with school principal and UTLA Chapter Chair meeting with each classroom teacher assigned to the school site to create the matrix.

- d. Secondary School Assignments: For employees in each secondary school and in special education, wherever located, assignment to tracks, department and classes shall be made pursuant to the following procedure.
- e. Dispute Resolution Procedure (Elementary and Secondary Track Assignments and Elementary Grade Assignments For Permanent Teachers):  
If differences arise as the result of the site administrator's assignments of permanent teachers (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure) pursuant to subsections c & d immediately above, the determination as to whether the assignment was inappropriate shall be handled under the procedures of Article V-A.

- f. Dispute Resolution Procedure (Secondary Class Assignments For Permanent Teachers):

In the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following:

1. Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.
2. The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and finding.

- 2.1 Staffing Procedures After Initial Selection Through The Fifth Week of School or Track:  
The following procedures apply to staffing decisions which occur after the completion of the initial spring selection process and before norm date or the end of the 5th week of school or track (whichever is sooner):

- a. The principal, and department or grade level chair, and chapter chair working together shall reasonably determine who will fill the opening or vacancy.

- b. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs.
- c. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment.
- d. If a change in assignment results in grade level, subject, and/or room change, the teacher shall receive, upon request, up to two days in paid status as preparation for the assignment.

4.0 Determination of Whether There Shall Be Coach, Coordinator or Dean Positions at School Sites:

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

5.0 Required Elections of School-site Coaches, Coordinators and Deans:

Elections for the positions of full-time coach, coordinator or dean shall be conducted in the late spring prior to the preparation of the matrix of classes ~~pursuant to Sections 6.0~~

~~and 7.0 below.~~ Elections are required for coach, coordinator and dean positions in the following circumstances:

- a. The position must be paid on the Preparation Salary Table;
- ~~b. The position must be full time. Funding must have been provided for a full time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, the resulting part time coordinators shall also follow the selection process in 6.0);~~
- c. The position does not involve carrying a rollbook; and
- d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.
- e. Elections are not applicable to supplemental coordinatorships such as ~~coaches~~, athletic coordinators, band, drama, or other differential or stipend earning assignments.

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

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

6.0 Coordinator Selection Procedure at School Sites:

- a. ~~The site administrator shall select one eligible candidate from among the candidates who submitted a statement of interest, to serve in each available coordinator position. The site administrator shall then make public the names of the candidates who submitted statements of interest, and the name of the candidate selected to serve.~~
- b. ~~Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator candidate selected by the site administrator. The election shall be jointly supervised and conducted by the site administrator and the chapter chair. Each employee's vote shall be proportionate to the number of hours/days the voter is assigned to the school site. At those school locations where there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator position is to serve.~~
- c. ~~Post Election Procedures:~~
1. ~~If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)~~
  2. ~~If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school or 72 hours in a multi-track school. The site administrator and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year.~~
  3. ~~If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two-member team from the District/UTLA Dispute Resolution Panel formed pursuant to Article V A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.~~
- d. ~~With respect to Adult Education Programs at any branch locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site. Elections shall be conducted on the basis of one vote per teacher. A teacher working in more than one location, may vote at each location.~~

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

7.0 Coach, Coordinator, and Dean Election Procedures at School Sites:

- a. ~~The school site administrator shall determine whether or not a Dean position shall be established at the school.~~ Bargaining unit members at the school location shall annually elect, in the Spring prior to the preparation of the matrix, all bargaining unit member coaches, coordinators, and deans from among the qualified candidates who submitted statements of interest.

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

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

8.0 Filling Vacancies After Norm Day:

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

9.0 Five-Year Out-of-Classroom Assignment Limitations at School Sites:

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

- a. Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term.

- b. Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 6.0 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment.
- c. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.

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

