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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.

1.1 Throughout this Article the term “employee(s)” or “unit member(s)” covers those persons who are, by virtue of being assigned for 10 or more hour per week, included within the bargaining unit and eligible to utilize the grievance procedures of Article V. The term “personnel” covers both employees (as defined above) and also non-unit members (those assigned for fewer than 10 hours per week). The complaint procedure referenced in Article V, Section 23.0 is available to non-unit members for alleged violations by the District of Board Rules and/or administrative rules.

1.2 The District shall furnish UTLA annually, upon request, with a list (or lists) of Adult Education assignments (class title, days and hours), listed by name, employee number, work location, and classification codes (including funding source and employment status of each unit member).

2.0 Employment Contracts: Adult Education funded employees who are assigned more than eighteen hours per week are covered either by probationary or permanent contract status.

2.1 DACE teachers in out-of-classroom positions are subject to the 5-year limit described in Article IX-A, Section 9.0.

3.0 All non-CTE certificated employees assigned to teach more than 18 hours per week shall work under a Probationary or Permanent contract. All non-CTE certificated employees assigned to teach 18 or fewer hours shall

Article XXI – Adult and Career Education

work under a categorical or limited-term (temporary) contract. All CTE certificated employees shall work under a ROC-ROP contract.

4.0 Uniform Staffing Procedures for DACE Classroom Teachers

- a. For employees in each Adult School location, assignment to department and classes shall be made pursuant to the following procedure:
 1. Prior to the selection of classes, the administrator at each DACE School shall create a tentative matrix of the classes to be offered that will include the course title, hours per week, clock hours, location and any special credentials, and/or necessary qualifications required for each class assignment. If a class is designated by the District to be online or hybrid, that shall also be indicated.
 2. Requests: After the creation and posting of the matrix as required above, Teachers with the specified credentials and required qualifications (“qualified”) may make requests using a teacher preference form. Submission of this preference form shall serve as a request for assignment to classes. Teachers on leave who are scheduled to return to service should participate in the selection process.
 3. Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests.
 4. Class assignments shall be combined into positions by the administrator and assigned to current personnel based on the submitted preference forms with the following prioritization:
 - (i) Qualified permanent teachers currently assigned to the school on the basis of DACE start date and educational program needs, based on the teacher’s tenure base.
 - (ii) Qualified probationary teachers currently assigned to the school on the basis of DACE start date and educational program needs.

Article XXI – Adult and Career Education

- (iii) Qualified permanent teachers with active transfer requests on file, or who have been displaced from other DACE locations.
 - (iv) Qualified non-permanent teachers on the basis of longevity, start date with DACE, employment contract obligations, and educational program needs. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. To qualify for a year of longevity service, the individual must have served at least 380 hours during that school year excluding summer school.
- b. Following the completion of the initial selection process, the principal shall notify the UTLA Chapter Chair of any teacher vacancies. Remaining unfilled positions ~~and/or class assignments~~ shall be posted at the Division Central Office human resources website, the time reporting sites and major branches and a copy emailed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants.
- c. Dispute Resolution Procedure (Adult Education Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent adult education teacher to a position (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: The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's adult teacher's assignment to a position only upon a specific finding that the positions is arbitrary and capricious. The decision of the panel shall be final and binding.
- d. Alleged violations of the procedures set forth in section C. above are subject to the grievance procedure of Article V; the substance of the assignment decision is not.

4.1 After the initial selection process and the posting of teacher vacancies or unfilled positions described in Section 4.0(b), the site administrator and chapter chair shall discuss the equitable distribution of any remaining voluntary class assignments/hours. Topics of discussion shall include consideration of employee preference/interest forms,

Article XXI – Adult and Career Education

qualifications, DACE start date and educational program needs. The site administrator shall assign the final distribution of any remaining class assignments/hours.

5.0 The District has committed to replace tenured Adult Education positions which are lost due to attrition (resignation, retirement, ~~death~~ or otherwise separated) provided that funding to DACE is equal to or greater than the available funding for the previous year and there is documented student need (e.g., increased enrollment, individualized student plans) in the subject area(s) for the positions. A reasonable effort shall be made to offer these assignments to interested and qualified employees at the site who are tenured at less than thirty hours with additional hours that become available over their tenured hours, up to thirty hours.

5.1 Adult Education Preparation Time: Beginning with the 2023-2024 school year, DACE teachers shall be assigned the equivalent of one (1) hour of paid on-site preparation time for every five (5) hours of class time for professional duties including preparation for class, collaborative planning, grading, record-keeping and conferences with students and staff members. Counseling, registration, and orientation classes (STEP classes) shall not be subject to this provision.

~~5.2 The District shall create a task force with equal members appointed by LAUSD and UTLA. The task force shall make recommendations for scheduling adult education preparation time.~~

5.2 Professional Development, Learning Communities/Staff Meetings: To support ongoing collaboration focused on educator growth and instructional practice, on a bi-monthly basis, up to two hours of teacher preparation time for those with weekly assignments of 20 hours or more per week may be used for the purpose of professional development activities. Agendas for these activities will be distributed twenty-four hours in advance, and employees shall be permitted to propose agenda items if the activity includes a staff meeting.

5.3 Preparation time shall not be scheduled after 8:00pm, except by majority vote of the UTLA-represented employees at the site.

5.4 Whenever possible, DACE certificated employees who are teaching online courses at multiple schools/sites, shall be allowed to teach all their assigned online courses at one location.

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

a. Occupational classes which require a high degree of student involvement shall be limited in size by the number of functional work stations in the room or shop facility as reasonably determined by the District.

Article XXI – Adult and Career Education

b. In General Education classes the number of students enrolled at any time may exceed the number of learning stations in a classroom of facility. However, actual attendance shall be limited by the number of learning stations and by fire code as provided above. Enrollees in excess of actual attendance may be placed on a waiting list by the instructor or be referred to the Branch coordinator or site administrator for placement in other classes.

c. Classes (other than lecture series) scheduled in large District facilities such as music rooms, cafeteria or auditoriums, shall have one teacher for each 50 students, or fraction thereof, who are in attendance for three consecutive class meetings.

d. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches 27 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor.

7.0 Class Size Minimums: The Division shall observe class size minimums of twenty in General Education, eighteen in Occupational courses and eighteen in Adults with Disabilities.

a. A notice that a class may be terminated shall be given by the instructor of the class to the students and to the site administrator when attendance reaches twenty or less in General Education, or eighteen or less in Occupational or Adults with Disabilities classes.

b. If class attendance drops below an average of twenty for three consecutive class meetings (eighteen in Occupational and Adults with Disabilities) the class may be closed.

c. If class attendance reaches fifteen students (fewer than twelve in Occupational classes and fewer than fourteen in Adults with Disabilities) the class shall be canceled. If a class is being canceled due to loss of enrollment, the teacher shall be so advised as soon as practical during a conference with the administrator and with written notice to the teacher no later than the last scheduled class meeting. The conference may be conducted by telephone if the teacher is not readily available to the administrator (e.g., satellite location, or teacher absent). A class which has reached the level for cancellation may be continued under compelling circumstances at the sole discretion of the Division Superintendent.

7.1 Occupational classes shall not be canceled when student job placement temporarily reduces class size below the stated minimums.

Article XXI – Adult and Career Education

7.2 Learning Centers, Reading Labs and other academic learning labs shall not be canceled when student advancement temporarily reduces class size below the stated minimums.

8.0 At each school, the administration and faculty shall annually determine a list of mutually acceptable substitutes. The list may include teachers at the school as well as other qualified teachers. Teachers at the location shall have the right to request a substitute from the list by name. When no name is offered or the substitute is unavailable, the administrator has the right to select another substitute from the list. When the school site administrator chooses to observe a prospective hire, that individual may be assigned as a substitute following an attempt to obtain the consent of the regular teacher. Successful performance by these substitutes may result in their being added to the list. When an absence is known or anticipated to be for a period of more than two weeks, the site administrator may extend the assignment of the current substitute or select from the employees whose names appear on the school substitute list.

9.0 Miscellaneous: Division personnel shall have reasonable access to telephone service at all sites for the performance of their student job placement duties.

9.1 The District shall provide pay for the annual before-school planning meeting-three hours at training rate as provided by Board Rule 1921.

9.2 Part-Time Leave:

a. A Part-Time leave 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).

b. An application must be on file in the DACE Personnel Office by March 15 for the upcoming school year.

c. Eligibility for health and welfare benefits for employees who work less than half-time will be determined pursuant to Article XVI, Section 3.0.

10.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule. However, if the reason that the employee has not served on the Hourly Rate Schedule for more than 39 months is that the employee was serving in a non-classroom position within the Adult Program, then the employee shall be restored to his or her previous higher step. This last sentence becomes effective 30 days from the

Article XXI – Adult and Career Education

adoption of this Agreement, prospectively; an employee disadvantaged by the prior rule shall be re-rated at their previous higher step (plus step advancements earned after return to the Hourly Rate Schedule) effective 30 days from the adoption of this Agreement, but there shall be no retroactive pay relating to any prior time.