

UTLA PROPOSALS TO LAUSD 4/1/25

ARTICLE X-A

DISCIPLINE

1.0 Access and Response to Critical Material in Personnel Files: When the District receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:

a. If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the District's receipt of the document. The document shall not be either placed in the personnel file or retained by the District unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.

b. If the document came from within District personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.

1.1 Exempt from disclosure to the employee are documents which (1) are references obtained from outside the District or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedure, or (3) were obtained in connection with a promotional examination.

2.0 Pre-disciplinary Matters: Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such documents are placed in the employee's official downtown file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.

2.1 Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

3.0 Notices of Unsatisfactory Service or Act, and Suspension

a. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days, as authorized by law. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records and assistance provisions of Article X, Section 5.0 apply.

b. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.

c. A Notice of Unsatisfactory Service or Act and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension was issued.

d. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.

e. When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.

f. Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that 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. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to the employee (and representative, if any) the discipline to be imposed and immediately confirm it in writing on the appropriate District form. The above meeting may, in emergency situations requiring

immediate suspension, be held as soon as possible after the suspension has begun.

g. The recipient of such notice of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to all copies of the Notice retained by the District.

4.0 Disciplinary Grievances: Notices of Unsatisfactory Service or Act are subject to grievance under Article V. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, a notice of appeal to the office of the Cluster Administrator/Division Head shall be delivered within three days (as defined in Article V, Section 6.0) of receipt of the form. Within three days after receipt of the employee's notice of appeal, the Local District Superintendent or Division Head (or designee) shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the District in writing of its intention. UTLA and the District shall select an arbitrator, and the dispute will then be calendared for expedited arbitration pursuant to Article V, Section 15.0. If at any of the above steps the employee or UTLA does not appeal as provided above, the discipline shall be considered final.

4.1 Disciplinary Grievance Hearing Procedures: After the District has taken formal disciplinary action against an employee, and upon request of the Union representing the employee, the District shall furnish the Union with a copy of any written statements taken of students relating to the matter. The District shall not be permitted to have a student witness testify at an arbitration hearing unless the Union has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. The District shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the District interview. If the interview is not done jointly, the Union's interview shall be in the presence of a non-involved person acceptable to both the Union and District, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

4.2 Relationship To Other Proceedings: Any of the disciplinary measures referred to in Section 3.0-a of this Article may be imposed independently of the evaluation procedures of Sections 3.0 through 8.4 of Article X, and independently of statutory suspension/dismissal proceedings. Such discipline shall not be regarded as a pre-condition for a statutory suspension/ dismissal proceeding. If a statutory suspension or dismissal proceeding is filed based in whole or part upon the service or conduct which gave rise to the disciplinary proceeding under this Section, then any grievance arising under this Section not

yet taken to arbitration, shall be deferred pending resolution of the statutory proceedings.

5.0 Accountability for Quality of Performance:

a. In order to ensure that employees are focused on their central mission of performing satisfactorily in the area of teaching methods, instruction and delivery of other services, employees who receive a Notice of Unsatisfactory Service or "below standard" evaluations shall be deemed ineligible for service or entitlement to the following during the following school year:

1. Voluntary bargain unit member-initiated transfers including employee-initiated transfers for employees time reported from central or regional locations and Early Education Centers;
2. Mentor Service (See also Article XXVI, Section 4.0);
3. Coordinator, dean or department chair positions;
4. Summer session and/or intersession;
5. Permissive leaves;
6. ~~Exchange of track assignments or exchange days; or~~
7. Auxiliary periods and other auxiliary services involving extra-pay for extra work, but excluding coaching and activity assignments.

6.0 Suspension or Reassignment Due to Mental Incompetence: The District shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.

7.0 Arrest Procedures: ~~Whenever~~ If an employee is to be arrested at the school site, the site administrator shall request the police to conduct the arrest at a time and place least visible to the students and staff.

8.0 Procedures Relating to Alleged Child Abuse: When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:

a. As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).

b. Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the principal, the employee, and the parent/guardian.

ARTICLE XX

SUMMER/WINTER/INTERSESSION- INTERVENTION/EXTENDED LEARNING PROGRAM SESSIONS

1.0 General: Applicants must initially apply to one site and, if not selected at that school, must be available for all schools in that geographic area. For voluntary and mandatory student summer session (intervention)/ ~~multitrack school intersession (intervention)~~ and/or Extended Learning Program purposes, elementary, secondary and Special Education schools are considered to be a part of the geographic area in which they are located. For Designated Instructional Services (DIS) Programs, the program office shall be considered the school for application and assignment.

a. Applicants may apply for only one subject field and/or program.

b. Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.

c. 50% Rule for priority: An applicant who was paid in a status other than substitute for 50% or more of the hours the mandatory or voluntary student summer school/~~multitrack school intersession~~ and/or extended learning program was in session shall be considered to have taught for the purpose of determining priority rating.

d. ~~Multitrack year-round school teachers shall not be permitted to serve in the single track school's regular K-12 summer school or extended learning session program, but may serve during intersession programs in a multitrack school. (See Section 10.0 of this Article.)~~

e. Employees whose basic assignment is limited to Adult Education shall be eligible solely for assignment in Adult Education summer session.

f. Each applicant shall be notified in writing as to assignment (or non-assignment) to a summer session.

2.0 Eligibility: Teaching Experience: Except for elementary teachers applying for all intervention/Extended Learning Programs, at time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher or as a summer session ~~or multitrack school intersession~~ teacher in the subject field for which they apply. "Subject fields" shall, for purposes of this Article, be as reasonably designated by the District; e.g.,

Math and Advanced Math have been designated as separate subject fields, as have Physical Science and Biological Science.

- a. Elementary school teachers applying for intervention and Extended Learning Programs, please see 13.0 below.
- b. An employee who is on leave from the District for the semester prior to the summer session is not eligible for assignment.
- c. An applicant who has received, within the most recent two school years immediately preceding the summer session assignment, an overall evaluation or less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act, shall not be assigned to a school without the consent of the principal or program coordinator.

3.0 Selection - Secondary Schools First Round: Voluntary Summer School: Not less than ten working days prior to the deadline date for summer session applications, the District shall establish and distribute a list of schools for each geographic area showing the specific courses and/or Special Education programs that are planned to be offered at each school (listed by subject field).

- a. Employees shall be selected at each school on the basis of priority and seniority as follows:
 - (1) Priority:
 - (i) Priority One-Regular classroom teachers who have taught the course(s) within the past six semesters and who taught less than 50% of the time during the previous session or who did not teach summer school previous year.
 - (ii) Priority Two-Regular classroom teachers who have taught the course(s) within the past six semesters and who taught 50% hours or more during the previous session, and employees currently not serving as regular classroom teachers who have taught the course(s) within the past six semesters.
 - (iii) Priority Three - All other eligible applicant including non-classroom teachers.
 - (2) Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the

selection. Ties in District seniority shall be broken under the provisions of Article XI, Section 6.2.

b. Priority 1 applicants shall be assigned before Priority 2 applicants.

c. Priority 3 applicants shall be assigned to a geographic area pool. The applications of those not selected at the school to which they applied shall be forwarded to the appropriate geographic area pool for possible future assignment in priority and seniority order, pursuant to 5.0 below.

4.0 Selection – Secondary Second and Third Round: Voluntary Summer School: If any school is not completely staffed after the above process is completed due to a lack of eligible applicants to that school, unassigned applicants from the geographic area pools shall be assigned to the remaining vacant positions based upon teaching experience, priority, and seniority as described above.

a. If vacancies remain after the second round, applicants from adjoining geographic areas shall be offered assignment, using the adjoining geographic area's priority/seniority lists. Refusal of an assignment in the third round shall not make the employee ineligible in the original geographic area should subsequent openings occur.

5.0 Selection - Elementary Schools, All Rounds: Summer School: Please see 13.0 below.

6.0 Displacements: Where and when a voluntary or mandatory summer school session site becomes over-taught on or before norm date, teachers shall be displaced within a program or subject field based on District seniority within the priority categories, beginning with the lowest priority. Additionally, in elementary schools, the criteria referenced in 13.0 will be considered. Applications of teachers so displaced shall be forwarded to the appropriate geographic area pool for assignment to openings based upon priority and seniority in any of the summer school/intervention programs for which they are authorized to teach.

a. When a site is deleted, those who had been assigned to that site will be placed in the appropriate geographic area pool and given preference within their priority category for assignment to vacancies in other schools in that geographic area in any of the summer school/intervention programs for which they are authorized to teach.

7.0 Salary: Summer session and ~~multitrack school intersession~~ teachers who are paid on a pay period rate during the regular school year shall be paid at a rate equal to 1.09224 times their scheduled hourly rate as subject to the compensation restoration formulas set forth in appendix F and Article XIV, Section 1.0. unless otherwise stated in 13.0 below.

a. Employees assigned to full-time (6 or 8 hour) positions, such as extended school year program and development centers, shall be paid at their regular hourly rates.

b. Those who during the regular school year are paid on an hourly rate (e.g., Adult Education teachers) shall continue on that hourly rate if working in an Adult Education summer session.

c. For payroll computation purposes only, basic assignment hours (i.e., 4, 5 or 6 hours) are not to affect or reduce the actual hours of service and duties as required in Section 8.0 or 13.0 of this article.

d. Employees shall be paid only for the actual days/hours of the summer session ~~or multitrack year-round school intersession assignment~~. Holidays that fall within the summer session shall be unassigned and unpaid days/hours unless the employee is paid for the holiday as part of the regular basic assignment, e.g., Martin Luther King, Jr. Day.

8.0 Hours and Duties: Summer session/~~intersession~~ teachers shall report to work each day at least ten (10) minutes before their first class begins. They shall then serve for a full day of instruction, as appropriate, exclusive of nutrition/recess (for those assigned for a four-hour day). They shall remain on site for at least ten minutes after dismissal of their last class. Summer session/~~intersession~~ teachers are also required to perform reasonable pupil supervision duties and other professional obligations, as assigned.

9.0 Selection - Special Education Schools and Special Day Classes:
First Round: All of the above provisions of this Article shall apply to the Special Education Extended-School-Year classes or DIS (itinerant) programs to be augmented as follows:

a. Continuity factor- (1) An applicant (whether permanent or (probationary) whose regular students (excluding RSP students) are anticipated (based upon student applications) to comprise 50% or more of the extended class shall receive the assignment; (2) if no teacher can qualify under the 50% factor, then next preference shall be to the most senior applicant whose regular students (excluding RSP students) are anticipated to comprise 33% or more of the class. If more than one teacher applicant in a departmentalized program qualifies under the above continuity guidelines, selection shall be based upon recency and seniority as provided above.

b. If openings remain, they shall be filled pursuant to Sections 3.0, 4.0, and 13.0, above. When Extended-School-Year assignments are made the Resource Specialist Program and Learning Handicapped Special Day Class Program shall be considered the same subject field for purposes of recency.

c. Rather than using District pools, unassigned applicants from DIS (itinerant) programs shall be assigned from Special Education pools based on the program office location, utilizing teacher experience, priority, and seniority as described above.

~~10.0 Voluntary Intersession - Multitrack Secondary Schools: Priority for assignment of applicants to intersession programs in multitrack schools shall be given to teachers currently assigned to that school. If more applicants apply than there are positions at the school, employees shall be selected for the assignments on the basis of priority and seniority as in 3.0 above.~~

a. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District shall be broken under the provisions of Article XI, Section 6.2. The remaining applicants shall be eligible for assignment as described under Section 13.0, Priority Five below. The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours, Duties shall apply to intersession.

11.0 Special Grievance Provision: Any employee who wishes to seek back pay due to a claimed violation of the selection and assignment rules of this Article must file a formal grievance under Article V within five (5) days of the written notice of assignment or non-assignment, or within five (5) days of the first day of summer session, or multitrack intersession, whichever is earlier. Any other alleged violations of this Article may be processed using the normal time line of Article V.

12.0 Summer Session Adult Education: Summer Session assignment in the Division of Adult and Career Education shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply: All references to "employees" in this Article are applicable to "personnel" as that term is used throughout Article XXI and in particular Section 1.1 thereof.

a. Only personnel who have taught in the Division during the past school year are eligible to apply for summer school assignments. New personnel shall not be recruited to teach summer school as long as qualified applicants remain unassigned.

b. Section 2.0 a contains a reference to "permanent or probationary status" which does not apply to the Division.

c. References to are or regional organization are not applicable to the Division. Summer session assignments are a local site function. Qualified applicants from priority categories one, two, three, and four are to be processed at the local site; and the remaining unassigned applicants shall be referred to the Division Office for assignment to unfilled vacancies at other locations by priority, subject matter and longevity.

- (1) Priority One - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did not teach the last summer session.
- (2) Priority Two - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did teach the last summer session.
- (3) Priority Three - All other eligible LAUSD applicants.
- (4) Priority Four - All other eligible applicants.

d. Rather than "seniority" the Division utilizes a system of division longevity as defined in Article XXI, Section 4.7, b.

e. The provisions of Section 6.0 shall cease to be in effect when instruction commences; thereafter the class size minimums of Article XXI shall apply.

f. Compensation for Division summer session shall be the hourly rate as indicated in Section 7.0 c.

g. In place of Section 8.0, the maximum weekly summer session assignment in the Division shall be twenty hours per week. However, combination assignments and assignments limited to funding under other sources such as ROC/ROP, GISP or ABE will have a thirty hours per week maximum. Any exception to the above limitations may only be made with the approval of the Division Superintendent under compelling circumstances.

h. Substitute provisions for the Division (as provided in Article XXI) shall apply to summer session.

i. Sections 9.0 and 10.0 of this Article are not applicable to the Division.

13.0 Elementary School: Intervention/Extended Learning Programs: Intervention/Extended Learning Programs assignments in grades K-8 (but does not include the Middle School Summer School or ~~Multitrack Middle School Intersession Program~~) shall generally be governed by the foregoing provisions of this Article, however, the following shall also apply:

a. Selection:

- (1) Priority One - Permanent teacher at the local site in the affected grades/subject fields with appropriate authorization and extensive training in the grade/subject field as evidenced by:
 - (i) Special credential and/or certificate or Board Permit or
 - (ii) Successful completion of specialized training and
 - (iii) Necessary qualifications to teach English Language Learners, Special Ed., etc.
- (2) Priority Two - Same as above with experience in any other grades/subject field
- (3) Priority Three - Same as above with basic training in grades/subject field and in affected grades
- (4) Priority Four - Same as above with basic training in other than the affected grades/subject field
- (5) Priority Five - Permanent teacher in same priority order as above (#1-#4) but at other locations – A Local District-wide list of such employees who would be willing to work at another location will be established. All teachers with the appropriate qualifications within each of the above categories will be selected in seniority order.
- (6) Priority Six - Retiree with appropriate credentials, authorization and training
- (7) Priority Seven - Probationary teachers by seniority at the local site
- (8) Priority Eight - Emergency Permit teachers by contract date at the local site

b. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority, on a rotational basis, shall determine the selection. An applicant who taught in the program during the previous session shall not be eligible for service until all teachers in the priority grouping who did not teach the previous session are assigned. Ties in District seniority shall be broken under the provisions of Article XI, Section 6.2.

c. Compensation: Teachers who participate in such Extended Learning Programs shall be compensated on X basis (10thly hourly rate). The summer

school rate (Z basis at 10thly hourly rate + a differential factor of 1.09224) will be used only if the following conditions exist:

- (1) Class size in the affected grades are at or higher than the District class norm for summer school/~~multitrack school intersession.~~
- (2) Student instructional hours are a minimum of ** four hours per day and the length of time which will make them eligible for class credit. (** Established length of time for summer school/~~multitrack year-round school intersession is six weeks; however, the year-round school intersession may be broken up into two week or three week blocks of time for a total of six weeks.~~)

13.1 Mandatory Student Summer Session/Multitrack—Intersession
Elementary: For Weeks 1-6 teachers who participate shall be compensated at the summer school rate (i.e., Z - basis at 10thly hourly rate + differential factor of 1.09224) for four hours of instructional time per day.

a. For weeks 5 and 6 teachers who participate will receive an additional hour per day at X-basis for a total of 10 hours.

b. ~~For year-round schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.~~

13.2 Mandatory Student Summer School/Multitrack—School Intersession/Intervention Selection - Elementary: All conditions for selection described above shall apply in addition to the following: Single track calendar sites with less than the specified number of eligible students will be combined within ~~local District~~ Region and treated as a single, local site.

a. Staffing for ~~local District~~ Region center sites (sites housing students from several sites) will be determined by the ~~local District~~ Region center principal using the above selection process (i.e. ~~local District~~ Region centers will be treated as single site).

14.0 Secondary School: Intervention/Extended Learning programs

a. Selection: refer to section 3.0 above.

b. Compensation: Teachers who participate in such mandatory Intervention classes shall be compensated in the following manner:

- (1) For Weeks 1-6 Teachers will be compensated at the summer school rate (i.e., Z-Basis at 10thly hourly rate + differential factor of 1.09224) for 4 hours of instructional time per day.
- (2) For Weeks 5 & 6 Teachers will receive an additional hour per day at X-basis for a total of 20 hours (i.e., auxiliary).

~~NOTE: For Year Round Schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.~~

15.0 For any training required of these programs, the teacher will be compensated at X-bases (10thly hourly rate).