

**LOS ANGELES UNIFIED SCHOOL DISTRICT-ASSOCIATED ADMINISTRATORS LOS ANGELES
TENTATIVE AGREEMENT
2017-2020**

This Tentative Agreement is made and entered into this 20th day of July, 2018 by and between the Board of Education of the Los Angeles Unified School District ("District") and Associated Administrators Los Angeles (AALA). The District and AALA have met and negotiated in good faith and have completed their negotiations for this 2017-2020 Agreement. This Agreement is the successor to the parties' 2014-2017 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2014-2017 Agreement, together with previous amendments, supplements, MOUs and sideletters are to be combined with the terms of this Agreement to form the 2017-2020 Agreement. The parties' will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.
- B. Additional agreements:
1. Attachment A – Article I – Recognition (05-03-18)
 2. Attachment B – Article III- Dues Deductions (07-20-18)
 3. Attachment C – Article IV – General Provisions (07-20-18)
 4. Attachment D – Article VII – Evaluation and Due Process (05-17-18)
 5. Attachment E – Article IX – Administrative Assignments and Transfers (07-20-18)
 6. Attachment F – Article X – Duties, Responsibilities and Hours (05-17-18)
 7. Attachment G – Article XI – Leaves and Absences (05-03-18)
 8. Attachment H – Article XII – Salaries (01-11-18)
 9. Attachment I – Article XII – Salaries (01-25-18)
 10. Attachment J – Article XII – Salaries (07-20-18)
 11. Attachment K – Article XIII – Holidays and Vacations (05-03-18)
 12. Attachment L – Article XV – Miscellaneous (07-20-18)
- C. Term of Agreement: This Agreement shall be for a term of three (3) years (2017-2018 through 2019-2020). It shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2020 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice. There shall be reopener negotiations for the 2018-2019 and 2019-2020 school years as follows:
1. 2018-2019 Reopeners: The parties may reopen on one (1) non-economic article each.
 2. 2019-2020 Reopeners: Effective January 1, 2019, the parties may reopen three (3) articles each.

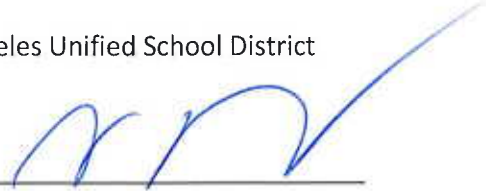
LAUSD-AALA TENTATIVE AGREEMENT 2017-2020 – PAGE 2

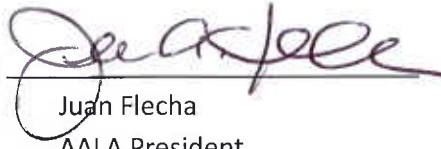
This Agreement is subject to ratification by the AALA membership and to final adoption by the LAUSD Board of Education.

Date of Agreement: 7/20/18

Los Angeles Unified School District

Associated Administrators Los Angeles

By: 
Najeeb Khoury
Director of Labor Relations

By: 
Juan Flecha
AALA President

Adopted by the Board of Education on _____, 2018.

By: _____
Monica Garcia
Board President

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PREVIOUS PROPOSALS:

- 11/9/2017 – AALA Initial Proposal
- 1/25/2018 – District Counter Proposal
- 2/8/2018 – AALA Counter Proposal
- 2/22/2018 – District Counter Proposal
- 3/8/2018 – AALA Counter Proposal

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO ASSOCIATED ADMINISTRATORS LOS ANGELES
MARCH 22, 2018**

**ARTICLE I
RECOGNITION**

Subject to the provisions set forth below, the District has recognized AALA as the exclusive representative of the Certificated Supervisory Unit described below.

1.0 The Unit: The Certificated Supervisory Unit (Unit MSX) shall be as follows:

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1.2 Exclusions:

- (1) All classified personnel;
- (2) All certificated personnel covered by the Teachers' Unit, or the Teacher Assistants' Unit;
- (3) School Physicians, and Pediatricians, and Counseling Assistants;
- (4) All Managerial and confidential personnel on the Master Salary Schedule. A list including the names and titles of such personnel will be maintained by the District and shall be forwarded to AALA by August 1 of each year.

The parties agree that this represents the appropriate unit. It may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that the parties may file for a unit clarification proceeding involving this unit only to the extent that the District creates new classifications or substantially changes the responsibilities of an existing classification.

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1.3 If the District intends to close a certificated supervisory position represented by AALA and create a new classified position with a substantive number of duties contained in the closed certificated supervisory position, the District shall notice AALA of the intent at least four (4) weeks when feasible prior to the action.

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PREVIOUS PROPOSALS:

07/12/2018 – AALA Initial Proposal

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO ASSOCIATED ADMINISTRATORS LOS ANGELES
JULY 19, 2018**

**ARTICLE III
DUES DEDUCTION**

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~~4.0 — Agency Fee Obligation: Upon thirty (30) days of an employee’s initial assignment to a position covered by this Agreement (see Article I) and continuing, each employee is required as a condition of continued employment either (a) to be a member in good standing of AALA, or (b) to satisfy the agency fee financial obligations set forth in Section a below, unless qualified for religious exemption as set forth in Section 4.1 below.~~

~~a. — Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to AALA as evidenced by notice of same by AALA to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 4.1 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to AALA. The amount of agency fee to be charged shall be determined by AALA, subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, and shall not reflect expenditures which the courts or PERB have determined to be non chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. AALA shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge AALA’s determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to substitute for agency fee challenge procedures which are administered by AALA separate from this agreement. The District will promptly remit to AALA all monies deducted, accompanied by a list of employees for whom such deductions have been made.~~

~~4.1 — Religious Exemption from Agency Fee Obligations~~

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a. ~~Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a District approved non-religious, non-labor charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, as designated by the employee. Examples of such organizations are: United Way, United Negro College Fund, City of Hope, and Brotherhood Crusade.~~

b. ~~To qualify for religious exemption, the employee must provide the District, with a copy to AALA, a written statement of objection, along with verifiable evidence of membership in a religious body as described above.~~

e. 4.0 Any employee ~~utilizing this religious exemption status,~~ who is not a member of AALA and requests AALA to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by AALA for the reasonable cost of using such procedures. Such charges are between the employee and AALA, and disputes regarding such matters are not subject to the grievance procedures of this Agreement.

4.2 4.1 Implementation dates: ~~Any of the above described AALA members'~~ payment obligations applicable to employees shall be processed by the District with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll Branch by the deadline for filing time reports.

4.2 Should LAUSD hold District-wide meetings specifically for employees newly assigned to an AALA represented classification (e.g. New Principals or New Assistant Principal Meetings), AALA shall be allowed to make a brief presentation regarding AALA membership information to the participants. The District shall inform AALA of the date, time and location of such meetings.

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PREVIOUS PROPOSALS:

- 01/25/2018 – AALA Initial Proposal
- 02/08/2018 – District Counter
- 02/22/2018 – AALA Counter
- 03/08/2018 – District Counter
- 06/14/2018 – District Counter
- 06/14/2018 – AALA Counter
- 07/12/2018 – District Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO ASSOCIATED ADMINISTRATORS LOS ANGELES
JULY 20, 2018**

**ARTICLE IV
GENERAL PROVISIONS**

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5.0 Qualifying Period To Obtain Continuing Status: The qualifying period shall be two school years of a minimum of 130 days each year for which salary is received in any status other than acting substitute. Only one year of a position leave may count toward the qualifying period of the class from which the leave is taken. Service in limited-acting, limited, or eligible substitute status shall qualify providing that no election to continuing status is made until the employee is reached on the eligible list resulting from an examination for the class. The District and AALA both affirm the importance of candidates receiving feedback regarding their performance during this qualifying period and shall work together to remind the administrators to conduct and complete the evaluation process.

The examination requirement before election to continuous status in the class is waived, provided that the employee (1) has served satisfactorily for three school years in qualifying status, and (2) is recommended by the appropriate superintendent or division head and approved by the Superintendent, and (3) there is a vacant position.

5.1 So long as the District maintains an Aspiring Principal's program and/or Aspiring Assistant Principal's Program, candidates successfully completing the Program shall be placed on an eligibility list for a period of two years which may be extended for an additional year.

5.2 Qualifying Employee Affirmative Decision: Should a qualifying employee fail to receive feedback regarding their performance during the qualifying period, the qualifying employee may appeal the decision to not be retained in the position to the Local District

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Superintendent, Division Head or designee whose decision shall be final and provided to the employee in writing.

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8.0 School Support Administrators: Employees with the class code of 0515 shall be called School Support Administrators. This name change shall not entitle individuals in these classifications to permanency. It is the intention of the District to work collaboratively with AALA to ensure clear guidance and expectations is provided to School Support Administrators.

- a. Special Appeal Process: Should AALA contend and provide evidence to support that a School Support Administrator was released from their position for other than District operational needs (e.g. budgetary constraints, programmatic changes, reorganization, restructuring, etc.), the employee may appeal the removal decision to the appropriate Division Head, Local District Superintendent or designee whose decision shall be final and provided to the employee in writing.
- b. Release from Assignment: Except in extenuating circumstances, School Support Administrators are to receive notice that that they are being released from their position for the subsequent school year by May 15th of the current school year. While late notice shall not prevent the release, the employee upon request may have a meeting with the appropriate Division Head, Local District Superintendent or designee. The fact of the meeting will be memorialized.

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PREVIOUS PROPOSALS:

- 10/19/2017 – AALA Initial Proposal
- 11/9/2017 – District Counter Proposal
- 11/9/2017 – AALA Initial Proposal
- 12/14/2017 – District Counter Proposal
- 12/14/2017 – AALA Counter Proposal
- 1/11/2018 – District Counter Proposal
- 1/11/2018 – AALA Counter Proposal
- 2/22/2018 – District Counter Proposal
- 3/8/2018 – AALA Counter Proposal

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**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO ASSOCIATED ADMINISTRATORS LOS ANGELES
MARCH 22, 2018**

**ARTICLE VII
EVALUATION AND DUE PROCESS**

1.2 Responsibility for Evaluation and Discipline: The responsibility for evaluation including discipline of any administrator within a given school or other unit rests with the immediate administrator of the school or administrative unit. The site or unit administrator shall, in turn, be evaluated by the administrative unit to which the employee reports. If in any individual case the District intends to assign evaluation responsibility including discipline to a different administrator, the evaluatee shall be promptly advised in writing as soon as practically possible as to the identity of the designated evaluator or issuer of discipline.

5.0 Employee Protections Regarding Personnel Files:

The substance of the critical material is not subject to the grievance procedure unless and until the material is relied upon to support a grievable disciplinary action such as an ~~Unsatisfactory Notice, Suspension, or Unsatisfactory Service/Act(s) and/or Suspension~~ or overall Below Standard Performance Evaluation. In addition, the substance of the critical material is grievable if the critical material is relied upon to support a demotion, subject to the conditions of Section 9.3 below.

6.0 Notice of Unsatisfactory Service or Act, and Suspension:

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a. A Notice of Unsatisfactory Service/Act(s) and/or Suspension from normal duties for up to 15 working days without pay, may be given for cause at any time. Except in emergencies, the imposition of any such action must be preceded by a conference between an appropriate administrator and the employee if the employee is available. The employee in such circumstances shall be notified of the right to be accompanied and represented at the conference by an AALA representative or any other person of the employee's choice so 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 conference.

b. When an administrator has a conference with an employee where it is evident at the time the meeting is scheduled that the employee is the focus of 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 an AALA representative or 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, the right shall not extend to routine conferences or to any conference conducted under the evaluation procedures except for a final conference involving a "Below standard" rating. The concept of "progressive discipline" is to be generally applicable, but with the understanding that circumstances may make progressive discipline inappropriate. The prohibition of disparate treatment is also generally applicable but with the understanding that reasonable diversity and local practice are to be expected. Following the issuance of a Notice of Unsatisfactory Service ~~or~~ Act(s) and/or suspension, the employee shall be provided with assistance and guidance.

c. Suspensions are subject to the following limitations:

1. If the suspension is for more than three days, the imposition of the fourth and succeeding days shall be deferred until the suspension has become final (i.e., when the grievance process, if invoked, has been completed); and

2. The salary effects of suspension without pay shall be deferred until the suspension has become final.

d. A Notice of Unsatisfactory Service/Act(s) 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/Act(s) and/or suspension was issued.

e. Subject to the provisions of this article, the underlying facts of any pre-disciplinary documents utilized in a Notice of Unsatisfactory Service/Act(s) and/or

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Suspension shall not be deemed valid unless so proven or not contested by the employee.

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

g. The recipient of such Notice of Unsatisfactory Service/Act(s) and/or Suspension of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to copies of the Notice of Unsatisfactory Service/Act(s) and/or Suspension retained by the District.

6.1 Pre-Disciplinary Matters: Administrators shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four (4) year without the recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). Following this period, the document shall not become a basis, in whole or part, for subsequent disciplinary action but may be used for the purpose of notice and assistance and guidance.

7.0 Accountability: In order to ensure that employees are focused on their central mission of performing satisfactorily in the areas of supervising teacher methods, instruction, delivery of other school site services and do not engage in unprofessional conduct, employees who receive a "below standard" evaluation or a Notice of Unsatisfactory Service/Act(s) or Suspension shall be ineligible for the following for a period of one year from issuance:

8.0 Consideration of Notice In Examinations and Assignments: A copy of any Demotion, Below Standard performance evaluation, Notice of Unsatisfactory Service-~~or~~/Act(s) and/or Suspension (including attachments and responses) which has been issued to an employee shall be placed in the employee's examination folder and shall be made available to all members of examination committees whenever an employee becomes a candidate for any promotional position, subject to the following conditions:

a. The Notice of Unsatisfactory Service/Act(s) and/or Suspension was issued not more than four years prior to the examination's filing deadline.

b. In the event that a grievance (pursuant to Article VIII of the District - AALA Agreement) relating to a Notice of Unsatisfactory Service/Act(s) and/or

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Suspension issued to a promotional candidate is in progress, the Notice of Unsatisfactory Service/Act(s) and/or Suspension shall not be included in the examination process pending the final resolution of the grievance. The candidate shall participate in all phases of the examination for which qualified, but shall not be placed on the eligible list until the grievance is resolved.

c. If the Notice of Unsatisfactory Service/Act(s) and/or Suspension is ordered withdrawn through the grievance procedure, the Notice will be removed from the candidate's record of service and will be withheld; if qualified for the eligible list following the examination process, the candidate shall be placed on the eligible list and will be eligible for assignment.

d. If the grievance is not resolved in favor of the candidate, the Notice of Unsatisfactory Service/Act(s) and/or Suspension will be retained in the candidate's record of service and shall be made available during the examination process. In addition, the candidate shall be ineligible for further participation in the examination process and in any other examination process as provided in section e below.

e. If a Below Standard Performance Evaluation, or a Notice of Unsatisfactory Act(s) and/or Suspension has been issued to an employee, such employee shall be ineligible for application to any promotion process for one calendar year following the issuance of such a Notice of Unsatisfactory Service/Act(s) and/or Suspension. If a Demotion or Notice of Unsatisfactory Service is issued, the period of ineligibility shall be two calendar years.

Whenever an assignment is to be made, the appointing authority shall be provided a copy of any Notice of Unsatisfactory Service/Act(s) and/or Suspension, under the applicable terms and conditions as set forth above prior to any action being taken to fill a position.

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9.3 Relationship to Other Proceedings: Demotions or dismissals may be imposed independently of the evaluation/discipline/critical material provisions of Section 1-6 of this Article. Such evaluation/discipline/critical material shall not be regarded as a pre-condition for demotion or dismissal. The outcome of a grieved evaluation, ~~suspension~~, critical material or ~~Unsatisfactory~~-Notice of Unsatisfactory Service/Act(s) and/or Suspension does not control the outcome of a demotion or dismissal, but may be considered as part of the final decision under this rule. Also, certain general procedural requirements (e.g., the provision for annual re-evaluation, and the provision for recommended improvement and assistance) are based upon the assumption that the employee is to be retained and continued in his or her administrative assignment. However, such requirements are applicable only to employees being retained, and do not insulate employees from demotion or dismissal.

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12.0 California Commission on Teacher Credentialing

Pursuant to any legal restrictions, when the District reports allegations of misconduct regarding an employee to the California Commission on Teacher Credentialing (CCTC), the employee will be notified within fifteen (15) days. Upon request by the employee, at the conclusion of the District's investigation, any documentation issued to the employee by the District will be forwarded to the CCTC.

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PREVIOUS PROPOSALS:

- 11/9/2017 – AALA Initial Proposal
- 12/14/2017 – District Counter Proposal
- 1/11/2018 – AALA Counter Proposal
- 1/25/2018 – District Counter Proposal
- 1/25/2018 – AALA Initial Proposal
- 2/8/2018 – AALA Counter Proposal
- 2/22/2018 – District Counter Proposal
- 3/8/2018 – AALA Counter Proposal
- 5/3/2018 – District Counter Proposal
- 5/17/2018 – AALA Counter Proposal
- 6/14/2018 – District Counter Proposal
- 7/12/2018 – AALA Counter Proposal
- 7/12/2018 – District Counter Proposal

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO ASSOCIATED ADMINISTRATORS LOS ANGELES
JULY 20, 2018**

ARTICLE IX

ADMINISTRATIVE ASSIGNMENTS AND TRANSFERS

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1.3 Administrative Assignments: When making administrative assignments, the District shall consider qualified employees in the categories listed below with priority categories a – e d considered before categories ~~d~~ e – f g.

- a. Returns from leave;
- b. Transfers (District Initiated and Employee Initiated pursuant to Sec 1.7 and 1.8 below);
- c. Reassignments (change of position at the site);
- d. Released School Support Administrators with return rights to a Principal or Assistant Principal position;
- ~~d~~.e. Eligible list appointments;
- ~~e~~.f. Limited Action and Special Class appointment;
- ~~f~~.g. Substitute acting appointments.

1.3.1 School Support Administrators (without return rights to an administrator position): Released School Support Administrators without return rights to an administrator position shall be placed on a list for a period of twelve (12) months for consideration of assignments.

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1.8 Employee Initiated Transfers: Employees who have served for three consecutive years at a school in the same classification may request a transfer on the appropriate transfer form. Employees may request a transfer to a specific location or unit/local district. Transfer requests by the employee may be submitted at any time, but no later than May 15 for a Fall assignment ~~and November 15 for a Spring assignment~~, to the current administrative supervisor who shall forward the request to the Human Resources Division. The request shall then be forwarded by the Human Resources Division to the appropriate administrative supervisor for consideration.

a. Such transfer requests do not require that there be a known vacancy or opening at the time the requests are filed. Such requests shall be retained for assignment during the following semester, but may be renewed by the employee. To assist employees in requesting transfers, the following posting procedures shall be followed:

b. By May 1, the District shall post a list of known administrative vacancies (see e below) for the fall semester.

~~c. By November 1, the District shall post a list of known administrative vacancies (see e below) for the spring semester.~~

~~c.~~ The administrator vacancies shall be posted in the Administrative Assignments Unit in the Human Resources Division. Posting shall include the classification title, work location, assignment basis, salary schedule, effective date of the assignment and the name of the contact person. Copies of the above lists shall be forwarded by the Human Resources Division to AALA at the time of the posting. AALA shall be responsible for disseminating the information to its unit members. In addition, the District shall be responsible for disseminating the information to its unit members. In addition, the District shall inform AALA of known vacancies which occur after the above posting dates but prior to the start of the Fall/~~Spring~~ semester.

d. The District and AALA acknowledge the need for schools to be staffed in a timely manner to minimize disruption to school sites, inform administrators of their assignments and allow leadership teams to plan and prepare for the start of a successful school year. To accomplish these goals and to provide additional opportunities to facilitate transfers of eligible AALA members and assign displaced administrators, the District and AALA agree to waive the terms of Article IX, Section 1.8 (d) for a (2) two-week placement period to allow for expedited administrative assignments. The two-week placement period shall commence before the end of the current school year. The District shall consult with the AALA president regarding the preferred date of the placement period at least four (4) weeks in advance of the projected placement period. The date of the period shall be mutually agreed upon.

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e. When an eligible employee requests a transfer for two consecutive years, a formal review of the application will take place by the Office of the Superintendent, and priority consideration will be given such applicants including individuals serving in locations far from their residence. When an eligible employee has not received a transfer for two consecutive years, upon written request, a written explanation will be provided as to the reason for the denial of the transfer in the second year.

(1) The District will maintain a list in geographic order of eligible administrators who have requested transfers for two consecutive years. A copy of the list shall be provided to AALA upon request. The District shall provide the Local District Superintendents with a copy of the transfer list to be considered during the placement window referenced in section d above.

f. In granting an employee-initiated transfer request, administrative seniority shall be considered as a factor, and when the District does not transfer the most senior qualified administrator requesting a transfer, the District shall, upon written request from that administrator, inform the administrator in writing of the reason(s) for denying the administrator's request.

g. In order to provide stability and continuity of leadership at school sites, the District may fill unanticipated vacancies without consideration of the above transfer procedures once schools have been staffed for the semester or year.

h. A personalized response will be sent from the Human Resources Division to the applicant with a copy to the Office of the Superintendent when a decision is made not to honor the transfer request or the applicant is not selected for a position at school with staff selection options

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4.0 The Release and Subsequent Reassignment of Personnel When Positions are Discontinued Because due to a Reduction in Force/Reassignment

4.1 Definition: The provisions of this Section shall apply whenever a reduction in force/reassignment occurs. A reduction in force/reassignment is defined as a reduction in the number of incumbents in a class because the number of incumbents exceeds the estimated number of positions in that class.

4.2 Order of Release: Except as provided in Section 4.3. a below, in case of a reduction in force/reassignment among certificated supervisory staff, employees shall be released from a class by status in the class beginning with:

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- a. Substitute Acting employees, then
- b. Limited Acting employees, then
- c. Substitute Eligible employees, then
- d. Qualifying I employees, then
- e. Qualifying II employees, and finally
- f. Continuing employees.

4.3 An employee on position leave from another supervisory class shall be subject to release from such leave class pursuant to the provisions of this Section. Except as provided in Section 4.3(a) below, within each of the above class status groups, an employee with a later date of election to the status group shall be reduced before those with earlier dates of election. If a tie develops in determining the order of release, the employee shall be retained who has the earlier date of continuous assignment to a supervisory class. If a tie still exists, the employee shall be retained who has the earlier District seniority date. Remaining ties shall be broken by using the District seniority number.

- a. In the case of substitute acting employees, those who have served for less than 130 days may be released within the substitute acting category based upon other than a later date of election provided, however, that all such employees will be released prior to substitute acting employees who have served for 130 days as well as all other status employees.

4.4 Reassignment/Displacement Rights: An employee who is released from a class shall be: (a) reassigned to a vacant position in the highest existing class in which the employee formerly held status (including substitute acting or limited acting status but only if service was for a period of 130 days of full-time paid satisfactory service); or (b) reassigned to a former class based on an earlier seniority date thereby displacing the most recently assigned incumbent in such class. Moreover, a released employee may be assigned from an Administrative Reassignment Pool to another position pursuant to Section 4.5 below.

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PREVIOUS PROPOSALS:

- 01/25/2018 – AALA Initial
- 02/08/2018 – District Counter
- 02/22/2018 – AALA Counter
- 03/08/2018 – District Counter
- 03/22/2018 – AALA Counter
- 04/19/2018 – District Counter
- 05/03/2018 – AALA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO ASSOCIATED ADMINISTRATORS LOS ANGELES
MAY 17, 2018**

**ARTICLE X
DUTIES, RESPONSIBILITIES AND HOURS**

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1.2 The District recognizes that the responsibilities of administrators do not lend themselves to a defined workday or work week of rigidly established length. Each administrator is expected to devote the time necessary to get the job done. The hours required will vary from day to day and week to week, however, the hours required of the administrator should be reasonable. Matters related to wages, hours of employment and other hours and conditions of employment, shall be subject to negotiations. Any mandatory professional development scheduled by the District on a Saturday or Sunday must also be offered during the regular workweek and/or online.

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(g) Administrators may request up to eight (8) hours of flex time for an annual physical examination.

(h) Use of flex time shall not be limited or denied for arbitrary or capricious reasons.

ARTICLE XI

LEAVES AND ABSENCES

5.0 Personal Necessity Absence: Subject to the limits set forth below, an employee shall be granted a paid personal necessity absence when the situations described below require the personal attention of the employee during assigned hours of service.

- a. Death of a close friend or relative not included in the definition of immediate family; "immediate family" for purpose of this Rule shall be as defined in 2.0 above.
- b. Death of a member of the employee's immediate family, when time in excess of that provided in 2.0 above is required.
- c. Serious illness of a member of the employee's immediate family.
- d. Accident involving the employee's person or property or property of a member of the employee's immediate family.
- e. Birth of a child to the wife of an employee, or adoption of a child by the employee.
- f. Religious holiday of the employee's faith.
- g. Imminent danger to the home of an employee occasioned by a disaster such as flood, fire, or earthquake.
- h. Other significant event of a compelling nature to the employee, the gravity of which is comparable to the above, which demands the personal attention of the employee during assigned hours and which the employee cannot reasonably be expected to disregard, limited to two (2) occasions in any school year.
- i. An appearance of the employee in court as a litigant; each date of necessary attendance as litigant must be certified by the clerk of the court; the employee must return to work in cases where it is not necessary to be absent the entire day.
- j. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena.

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- a. Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction.
- b. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division.
- c. The employee must return to work in cases where it is not necessary to be absent the entire day.
- k. Conference or convention attendance pursuant to Section 10.0 below.
 - l. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code.
 - m. Up to four hours of paid personal necessity leave (and up to thirty-six additional hours of accrued vacation or unpaid leave) not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 or the Labor Code. The employee must notify the immediate administrator at least five working days prior to the absence. The administrator and employee must provide written verification from the school visited, upon request of the administrator or designee.
 - n. An employee shall be allowed up to six additional days of personnel necessity leave in any calendar year to attend to the illness of a child, parent or spouse of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for use of illness leave shall apply to this leave as well.
 - o. For the purpose of a comprehensive physical examination during non-instructional or another time approved by your administrator provided that the verification of such an examination is submitted to the District.

Use of illness leave as provided above shall not extend the maximum period of leave to which an employee is entitled under 16.0 below, Family Care and Medical Leave.

5.1 The following limits and conditions are placed upon allowing a personal necessity absence and personal necessity absence salary.

a. The total number of days allowed in one school year for such absence or absences shall not exceed six days for an employee eligible for illness absence salary.

b. The days allowed shall be deducted from and may not exceed the number of accrued full-pay illness days to which the employee is entitled.

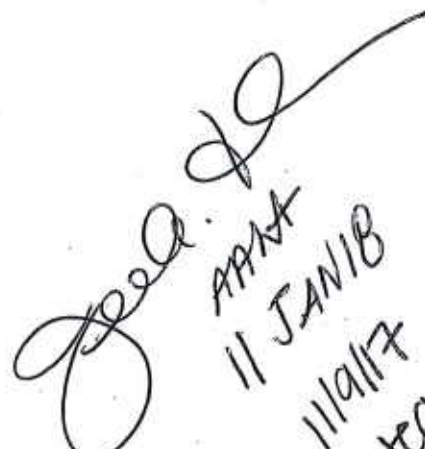
a. The personal necessity absence shall not be granted during a strike, demonstration or any work stoppage activities.

d. The employee shall be required to sign, on a form provided, a statement that such absence was due to a personal necessity and to indicate the nature of such necessity. Such statement shall be filed with the immediate administrator no less than five working days in advance of a religious holiday or court appearance. The immediate administrator shall take whatever steps are reasonably necessary to become satisfied that a personal necessity within the limits of this Section did exist.

**ARTICLE XII
SALARIES**

16.0 Automatic 457(b) Enrollment: All AALA bargaining unit members shall be automatically enrolled in the District's 457 (b) Deferred Compensation Plan at a rate of 4%. All bargaining unit members shall have the right to change the level of contribution to the 457 (b) Deferred Compensation Plan or opt-out entirely. For those employees currently enrolled, the contribution rate shall remain the same. All demographic information including the social security numbers of all unit members will be provided to the vendor.

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ARTICLE XII

SALARIES

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11.0 Retirement Bonus: In order to encourage employees to remain in the District, employees who were employed by the District during the 1992-93 school year and retire from the District on or after July 1, 1994 under the California State Teachers Retirement System, (CalSTRS) or California Public Employees Retirement System (CalPERS) shall receive a lump-sum bonus upon retirement. The bonus will partially compensate such employees for loss of compensation during the fiscal crisis faced by the District during these years.

Upon retirement referenced above, employees eligible for this bonus will be paid an amount determined by multiplying the employee's regular daily rate for the year preceding the retirement by 20.4.

Employees who otherwise qualify for this bonus shall not be disqualified because they were on an approved leave of absence prior to retirement.

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14.0 Payroll Errors

14.1 Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

14.2 Salary Overpayments: When a salary overpayment error has been discovered, the Payroll Branch will notify the employee and AALA in writing of the amount and circumstances related to the overpayment and will recommend a suggested method of recovery of the over payment.

a. For cases in which the amount and circumstances are such that is probable that the employee was unaware of a salary overpayment, ~~\$200~~ \$300 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than ~~\$200-\$300~~ per pay period if necessary to recover the full overpayment.

b. The employee and AALA may request consideration of alternative methods for recovery of over-payments that the time frame for recovery does not exceed the period of time during which the over-payment occurred. If no request is made for an alternative method of recovery within ten calendar days, the recovery shall commence effective with the next pay period using the method recommended by the District in its written notice to the employee.

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- c. When the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recommended recovery payment will be as much as the entire amount. In such cases, however, the District will work out a suitable recovery payment schedule with the employee and AALA which may be as much as the entire amount within one pay period.
- d. If no agreement is reached between the District and the employee or AALA on behalf of the employee, the matter shall be resolved pursuant to the overpayment grievance procedure (See Article VIII, 22.0.)
- e. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

14.3 Prompt Correction Off-cycle Pay Warrant: If the District fails to issue A permanent regular employee who does not receive a scheduled regular pay warrant, or makes an error of \$100 or receives a gross underpayment of at least 35% of their regular assignment pay because of more due to problems involving assignment, time reporting, payroll processing or the like, the employee may request an off-cycle pay warrant-Emergency Pay Allowance for hours reported and approved by the employee's work location. -the amount of the estimated payroll error. Such a request is to be made to the person at the work site who is responsible for reporting time, who will contact the Payroll Branch. between 8:00 a.m. and 12 noon on the day after the pay warrant was due at the site. Payroll Branch shall issue the Emergency Pay Allowance for approximately the amount of the error and have it prepared for pickup at the Payroll Services Branch between 3:30 and 5:00 p.m. of the same working day the error is reported to the Payroll Branch. Those warrants not picked up by the employee shall be mailed to the employee that same day. An employee who has received 65% or more of the core hours will not be entitled to an off-cycle payment. Core hours include regular, illness, vacation, miscellaneous time, bereavement, personal necessity, kin care. It does not include Z time, differentials, longevity, mileage. After the determination that an error has been made, the request will be processed and a warrant made available for pick-up within five (5) work days following the request unless the employee requests that the warrant be mailed. In circumstances where the employee receives a gross underpayment of less than 35%, the employee will receive the adjustment pay on the next scheduled pay date.

This procedure is not available to cover step advancement, rating-in allocations, promotional adjustments and the like which normally take up to 60 days to process. ~~However, aA replacement salary warrant for lost or stolen warrants will be issued (upon timely request) provided the check status remains uncashed, seven days after scheduled receipt of the original salary warrant. Also, an Off-cycle Emergency Ppay allowance warrant is not lawful in the case of a salary cannot be made for a warrant that has been issued but later is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed. Emergency Pay Allowances cannot be issued when the District has knowledge that the employee is in an overpay situation. The District shall hold open all Payroll Inquiry phone lines on the morning after the pay warrants are due at the site for the purpose of receiving reports of payroll errors from time reporting personnel.~~

PREVIOUS PROPOSALS:

- 11/09/2017 – District Initial Proposal
- 12/14/2017 – District Initial Proposal
- 12/14/2017 – AALA Initial Proposal
- 12/14/2017 – AALA Initial Proposal
- 01/11/2018 – District Counter Proposal
- 02/22/2018 – AALA Counter Proposal
- 03/08/2018 – AALA Counter Proposal
- 04/19/2018 – District Counter Proposal
- 05/17/2018 – AALA Counter Proposal
- 07/12/2018 – District Counter Proposal

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO ASSOCIATED ADMINISTRATORS LOS ANGELES
JULY 20, 2018**

**ARTICLE XII
SALARIES**

Salaries:

2017-2018:

1. Effective July 1, 2017, all active AALA represented employees shall receive a 2% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.
2. Effective July 1, 2017, all active AALA represented employees shall receive a 1% on schedule wage increase applied to all pay scale groups and levels of the base salary table that shall include extra work and/or training starting the 2018-19 school year. The parties agree to meet and consult over the District's plan for extra work/training which could include existing options such as the My Personalized Learning Network (MyPLN).

2018-2019:

1. Effective July 1, 2018, all active AALA represented employees shall receive a 3% wage supplement on all 2018-2019 actual earnings paid on all pay scale groups and levels of the base salary tables . The supplemental wage amounts will be added to the base salary tables effective July 1, 2019 if the following conditions are met:
 - a. The LAUSD Board of Education adopts a Second Interim financial report for the 2018-2019 academic year that has positive projected ending balances for

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the years 2018-2019 and 2019-2020 inclusive of all bargaining units salary increases to the base salary tables. (The Second Interim financial report should adopted in or around March 2019)

- b. If the 2018-2019 Second Interim report does not show positive ending balances for 2018-2019 and 2019-2020, AALA will have the right to meet with District over the findings. In these meetings, AALA shall have access to any information used in determining the projections.

It is also agreed that should the LAUSD Board of Education adopt across-the-board, on schedule percentage wage increases for another certificated unit that are higher than a combined six percent (6%) for 2017-2018 and 2018-2019, AALA shall receive the difference between the increases given to the other certificated unit and six percent (6%) applied to the salary table in the same manner as the other certificated unit. However, this comparable treatment provision shall not apply if the certificated unit agrees to changes in health benefits which are economically beneficial for the District or agrees to change qualifications for retiree benefits that are more restrictive than the rule of 87 and 30 years of continuous service.

The parties shall have the right to meet and confer on changes in health benefits which are economically beneficial for the District and/or changes to qualifications for retiree benefits that are more restrictive than the rule of 87 and 30 years of continuous service.

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9.0 Eligibility for Career Increments: A career increment is a salary differential for longevity. An employee who has been paid for one year on the highest step of the Mastery Salary Table schedule shall qualify for the first career increment provided each of the following requirements are met:

- a. Fifteen school years of service in the District. Five years of service outside of the District that is creditable for rating-in purposes on the Preparation Salary Table may satisfy part of the fifteen-year requirement.

- b. Ten school years of service on the Master Salary Table. This requirement shall be reduced by one year, not to exceed a total of six years, for each year that a career increment was received on the Preparation or Special Services Salary Tables.

To be eligible for the second career increment, (50% greater than the first career increment), the employee must have been paid on the first career increment for five years while meeting step advance requirements.

To be eligible for the third career increment, (50% greater than the second career increment), the employee must have been paid on the second career increment for five years while meeting step advance requirements.

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A school year during which the employee was paid for sufficient time to qualify for step advance shall be deemed a year of service for the purpose of this Section. Service rendered prior to a break in service greater than 39 months shall not be considered for the fifteen school years in requirement (a) nor shall service rendered prior to a break in Master Salary Table service greater than 39 months be considered for the ten school years in requirement (b).

The career increment shall become effective at the beginning of the pay period immediately following the date that all requirements are completed and all necessary verification is on file with the Human Resources Division.

Employees reassigned from a lower salary table to the Master Salary Table shall qualify for a career increment in accordance with this Section; employees who are receiving a career increment and who are reassigned from the Master Salary Table to a lower salary table shall be eligible to receive a career increment on the lower table. (Amended 12/19/88.)

The parties agree to amend the eligibility rules in Article XIV, Section 4.0, Retirement Benefit Coverage, as follow:

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- i. For employees hired on or after July 1, 2018, years of qualifying service and age must total at least eighty-seven (87) in order to qualify for retiree health benefits. This must include a minimum of thirty (30) consecutive years of service with the District immediately prior to retirement.

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**ARTICLE XIII
HOLIDAYS AND VACATIONS**

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5.0 1994 Accrual Bank

a. Notwithstanding the provisions of Section 3.0 and 4.0 above and in order to facilitate a complete transition from an unlimited vacation accrual system to the 18 pay period vacation cap system, the District shall, for each employee employed by the District as of the adoption of this agreement by the Board of Education, calculate the employee's total accrued vacation as of June 30, 1994 (the "1994 accrual bank"). The District will then credit each employee with the employee's 1994 accrual bank as vested vacation to be paid out at the time the employee separates from the District, but at the employee's salary rate in effect as of June 30, 1995.

b. In order to encourage employees to draw from their 1994 accrual bank (and thereby reduce the District's current unfunded vacation liability), should an employee utilize any vacation from their 1994 accrual bank during the employee's employment with the District, including vacation hours used during 1994-95, that vacation shall be paid out at the employee's current salary rate at the time the vacation is utilized and deducted from the 1994 accrual bank annually at the end of the fiscal year.

c. The amount of vacation from the 1994 accrual bank which may be utilized by an employee during any school year shall be limited to twenty (20) days. ~~The limitation shall include vacation used in lieu of illness days pursuant to Article XI, 4.0 f. Exceptions may be made at the sole discretion of the District, but must be preapproved in writing by the Superintendent or designee.~~ An employee may exceed 20 days based on the needs of the service and at the discretion of the Local District Superintendent/Division head.

d. Except as set forth in section a - c above, with respect to the employee's 1994 accrual bank, on separation from service, the dollar value of the employee's vacation balance shall be paid as set forth in Section 6.0 below.

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PREVIOUS PROPOSALS:

- 01/25/2018 – AALA Initial Proposal
- 04/19/2018 – District Counter Proposal
- 05/17/2018 – AALA Counter Proposal
- 05/17/2018 – District Counter Proposal
- 07/12/2018 – District Counter Proposal

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO ASSOCIATED ADMINISTRATORS LOS ANGELES
JULY 20, 2018**

**ARTICLE XV
MISCELLANEOUS**

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- 2.0 Proposition 39 Co-Locations of Independent Charter Schools: Principals play a key and valuable role in the co-location of independent charter schools under Proposition 39, including, but not limited to, engaging in good faith negotiations with the co-located charter school representative regarding shared use schedules at the District school site. The principal shall receive District-determined support as needed.
- 2.1 Resolving Proposition 39 Facilities Usage Issues: Conflicts between co-located schools over the shared use of the District school site's facilities which cannot be mutually resolved between the respective principals shall be governed by Policy Bulletin 5532.1 – it being understood that the District reserves the right to amend its policies and this reference to Bulletin 5532.1 does not make it a contractual provision.
- 2.2 Charter School Co-Location Committee: For the 2018-2019 School year, the District and AALA shall form a charter school co-location committee of comprised of ten (10) members, five (5) appointed by AALA and five (5) appointed by the District. The committee shall meet three (3) times during the 2018-2019 school year to discuss the following matters related to charter school co-location:
- Shared use schedules
 - Strategies for resolving conflicts
 - Distribution of materials, information or flyers
 - Assignment of additional assistant principals
 - Suggestions for Policy Bulletin 5532.1
 - Other topics mutually agreed upon by the parties

The committee shall have an agenda and take minutes. The recommendations of the committee shall be advisory to the bargaining team of each of the parties.

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