

## UPDATE

Week of September 26, 2011

### **AALA BARGAINING BULLETIN: Tentative Agreements Reached**

On Tuesday morning, AALA sent an e-mail blast to members announcing the exciting news that we have reached tentative agreements with the District regarding the AALA/LAUSD Successor Agreement, 2011-2014, and *Phase II of the Educator Growth and Development Program, 2011-2012* (“Pilot Program”). Here are the details:

**AALA/LAUSD Successor Agreement, 2011-2014:** AALA and the District submitted initial bargaining proposals regarding the AALA contract to the Board of Education early on in the 2010-2011 school year. We commenced bargaining, but because of the District’s financial crisis, we mutually agreed to focus our attention on the 2011-2012 Jobs Restoration Agreement, which AALA members ratified in May 2011. We subsequently postponed bargaining on the AALA/LAUSD Successor Agreement, 2011-2012, in order to address *Phase II of the Educator Growth and Development Program, 2011-2012* (“Pilot Program”).

**Phase II and PERB Complaint:** (See article on page 3 for more information.) In May 2011, AALA filed an unfair labor practice complaint with the Public Employment Relations Board (PERB) because the District refused to bargain in good faith on *Phase II*, which addresses the evaluation of our members, a mandatory subject of collective bargaining. The District had begun implementation of *Phase II* without negotiations, insisting that since *Phase II* is a voluntary pilot program with “no stakes,” they did not have to bargain with us.

Nevertheless, AALA pushed the District to negotiate a one-year Memorandum of Understanding (MOU) on *Phase II*. Our team emphasized the fact that administrators’ workload is overwhelming, and this program will succeed only if it is do-able. Embedded in the MOU is the District’s commitment to bargain in good faith on *Phase III*, which may change the evaluation process for all administrators Districtwide and will, most assuredly, be high stakes.

**Tentative Agreements and Ratification:** After negotiating throughout the summer, AALA’s bargaining team reached tentative agreements with the District on Monday, September 19, 2011, at 9:00 p.m., on the *Phase II* MOU and the AALA/LAUSD Successor Agreement, 2011-2014. Both agreements are subject to ratification by the AALA membership, which will be conducted online between Wednesday, September 28, 2011, and Tuesday, October 4, 2011. Ratification requires 50% plus one of those voting for each respective agreement to be approved. Results will be e-mailed to members on Wednesday, October 5, 2011, and will appear in the *Update* of October 10, 2011. If the *Phase II* MOU is ratified by AALA members and it is approved by the Board of Education, we will withdraw our PERB complaint.

## **AALA BARGAINING AGREEMENT: Tentative Agreement (Continued)**

The following are some highlights of each of the tentative agreements:

### **AALA/LAUSD Successor Agreement, 2011-2014**

- Seven additional articles of the AALA-District Contract will now be subject to the grievance procedure, for a total of 12 articles.
- When District resources permit, AALA and the District will negotiate salary increases, including the possibility of Step 6 and/or additional career increments on the Master Salary Table.
- The District will respond to AALA's requests for information within forty-eight hours, a substantial improvement over the current response time.
- An employee who is terminated from an A Basis assignment may defer the lump-sum payment of his/her accumulated vacation until retirement if s/he chooses to do so.

Negotiations regarding the Successor Agreement also yielded an assurance from the Superintendent that Administrative Regulations 4213 and 4214 will be updated and improved with input from AALA. Upon completion of three years of administrative experience, an AALA member assigned via AR 4213 or 4214 will be informed in a timely manner that they have been regularized.

### **Phase II of the Educator Growth and Development Program, 2011-2012 ("Pilot Program")**

- The tentative agreement is for one year only and will sunset June 30, 2012.
- Because this agreement is a Memorandum of Understanding, AALA's current contract language will remain intact during the course of the "Pilot Program."
- Participating site administrators were originally to receive a stipend of \$1,500. AALA negotiated an increase in the stipend of \$1,000 per person, for a total of \$2,500 each.
- The confidentiality of individual AALA participants' responses on *Phase II* surveys will allow for candid assessments of and recommendations regarding *Phase II* and *III* program implementation.
- AALA participants retain the right to withdraw from the Pilot Program at any time at their personal discretion without detriment or retaliation. Should they withdraw, their program-related pay will be adjusted on a *pro rata* basis.
- The Second Observer will conduct conferences with and observations of participating teachers only in the presence of the site administrator. The principal will determine if a third observation will take place.
- The District will share with AALA program data, survey results, assessments and information in a timely fashion regarding *Phase II*.
- A single District contact in a line position will meet every month with AALA leadership to address concerns and issues related to *Phase II*.
- AALA retains the right to survey our own members about any aspect of *Phase II*.
- The District and AALA will negotiate in good faith regarding any potential changes in the evaluation of AALA members prior to implementation of *Phase III* (2012-2013). These negotiations will commence no later than November 1, 2011. "Good faith" negotiations may include impasse, mediation and fact finding.
- If AALA members ratify this agreement and the Board of Education approves it, AALA's unfair labor practice complaint against the District (PERB case) will be withdrawn.

## **AALA BARGAINING AGREEMENT: Tentative Agreement (Continued)**

We wish to thank AALA's bargaining team for their hard work over many months. Team members include **Dr. Judith Perez, Dan Isaacs, Dr. Angel Barrett, Marsha Oh-Bilodeau and Margaret Prietto**. Should you have any questions regarding either tentative agreement, please contact Dr. Judith Perez or Dan Isaacs in the AALA office at 213.484.2226.

### **PERB COMPLAINT RESOLUTION**

In previous issues of *Update* (and on Page 1 of this issue), we have discussed AALA's ongoing efforts to negotiate with the District regarding the District's proposed new employee performance evaluation system, known as the *Educator Growth and Development Program*. Last Monday, AALA successfully reached a tentative agreement with the District to move forward with the one-year Pilot of this Program, pending ratification by AALA membership and approval by the District's Board of Education.

By way of background, **Superintendent John Deasy** announced his plans to implement a new evaluation system for all District employees in April 2011, beginning with a "no stakes" Pilot Program during the 2011-2012 school year. Prior to the District's announcement of the new "no stakes" project, ongoing negotiations between AALA and the District regarding a new three-year contract with the District had not yet included the topic of evaluation of AALA members.

Dr. Deasy's initial announcement included a statement that the District would seek the input and participation of its collective bargaining partners at UTLA and AALA. AALA welcomed Dr. Deasy's comments at that time, in part because evaluation is a mandatory subject of collective bargaining, in that both the evaluation process itself and its "impact" are subjects of negotiation.

Soon after the announcement, however, the District informed AALA's bargaining team that the District would move forward with the Pilot Program without negotiating a change to our collective bargaining agreement—a clear violation of the rights of our members. Consequently, AALA filed an unfair labor practice complaint with the Public Employment Relations Board (PERB) on May 16, 2011, on the grounds that the District failed to bargain with AALA over a mandatory subject of bargaining.

In early June, PERB held two informal hearings for AALA and the District. Following the informal hearing, AALA persuaded the District to return to the bargaining table to negotiate evaluation. However, bargaining proceeded slowly. On August 1 and 2, 2011, PERB held a formal hearing. Both sides presented evidence regarding the allegations in AALA's complaint. AALA presented a strong case and fully believes that it presented sufficient evidence to establish an unfair labor practice by the District. AALA and the District subsequently had several productive conversations and negotiation sessions. This time the District team negotiated in earnest, resulting in the tentative settlement.

We believe that settling the matter with the District at this time is in the best interests of our members in order to strengthen the spirit of cooperation between the District and its administrators. We will continue to keep you informed via *Update* as the matter develops.

### **PRINCIPALS' WORKLOAD, PART 3**

AALA continues to receive valid suggestions from principals who are overworked by multiple tasks that can and should be reduced and/or eliminated by senior staff. Following are additional recommendations we have received:

- The District should only require a single plan from principals as opposed to multiple plans being requested, e.g., attendance plan, and Elementary and Secondary attendance, dropout prevention plan.
- When emergencies occur, provide additional District resources to schools to support students and staff. For example, additional counseling hours should be allocated to high schools to address the MyData algebra issue, which will result in hundreds of student program changes Districtwide.
- The Superintendent should direct Local District Superintendents to avoid giving homework to Principals during E Basis. It has been reported to AALA that a Local District Superintendent required principals to read a book and submit written reflections to their Director. This kind of assignment further erodes critical time needed to prepare for the opening of school and address the multiple plans and reports required by central staff.
- Local District Superintendents should extend the time between evaluations for principals who have been successfully evaluated on a regular basis.
- Local District Superintendents should not schedule extra principals' meetings or trainings except in cases of emergencies.
- Local District Superintendents must ensure that their meetings are meaningful to principals and not cluttered with nonessentials.
- Senior staff should evaluate E cast as a means to determine accurate student enrollment projections prior to the next school year. Several principals were unable to properly staff their schools due to senior staff restrictions based on faulty E cast projections.

We urge AALA membership to continue to submit suggestions to eliminate nonessential tasks imposed by the District.

We will share these recommendations with the Superintendent and senior staff in hopes that their actions will speak louder than words.

### **ONE WORKLOAD ISSUE ADDRESSED**

On Monday, September 12, 2011, AALA President **Dr. Judith Perez** and **Dan Isaacs** met with **Superintendent Deasy** and **Senior Deputy Superintendent Michelle King** to address a number of issues. AALA staff cited that students in SRLDP classes were excluded from the clerical norm allocations to schools, thus creating an additional burden for AALA members and other school staff. On Friday, September 16, 2011, a memo from Budget Services and Financial Planning was sent to 32 elementary schools restoring SRLDP enrollment to the clerical norm allocation, which saved a total of 28 FTE clerical positions.

AALA thanks Superintendent Deasy and Senior Deputy Superintendent King for positively responding to AALA's concern.

**HEALTH BENEFITS FAQ**

*Topic: Your Vision Plan offers more than just vision correction*

**How does our District vision coverage provide more than vision correction and prescriptions for glasses?** An eye exam can also detect diseases of the eye such as cataracts and glaucoma. Very importantly, a dilated eye exam can also provide warning signs of other diseases such as hypertension, diabetes and high cholesterol, even before symptoms show up elsewhere in the body.

A quarterly report by VSP to the Health Benefits Committee showed the following reported cases: hypertension, 11.1%; high cholesterol, 4.8%; diabetes, 4.7%; glaucoma, .3%; diabetic retinopathy, .2%; and macular degeneration, .4%. VSP estimates that actual percentages are much higher based on national health and demographic statistics.

**I have good vision and have never needed glasses. Do I need an eye exam?**

Yes, you should have a comprehensive dilated eye exam. A dilated eye exam is one where your eye-care professional places drops in your eyes to dilate the pupil. This process provides a view of the back of the eyes for any signs of damage or disease. Your eye-care professional will then recommend how frequently you should have a comprehensive exam.

**I spend a lot of time viewing my computer screen, but I rest my eyes frequently. Do I still need a comprehensive eye exam?**

Yes, according to the National Institute of Occupational Safety and Health (NIOSH), computer users should have an annual eye exam. During your exam, be sure to tell how often you use a computer at work and at home. You may benefit from wearing corrective lenses specifically designed for computer viewing. According to the National Eye Institute, computer users can reduce eye strain by using the 20-20-20 rule: look away from your computer every 20 minutes and look at least 20 feet away for 20 seconds.

**How else can I maintain good eye health?**

**Use protective eyewear:** Besides an annual eye exam, you should protect your eyes from the sun's ultraviolet rays. When you purchase sunglasses, look for ones that block out 99 to 100% of both UV-A and UV-B radiation.

**Maintain a healthy diet:** Eat lots of fruits and vegetables, especially dark, leafy green vegetables. Research has also shown health benefits from eating fish high in omega-3 fatty acids, such as salmon, tuna, and halibut.

**Clean your hands and your contact lenses:** Always wash your hands thoroughly before inserting or removing contact lenses. Make sure to disinfect your lenses as instructed and replace them as prescribed.

**Other eye health tips** may be accessed from the National Eye Institute, National Institute of Health website at: <http://www.nei.nih.gov/healthyeyes/eyehealthtips.asp>

**I have never used my vision plan. How can I contact my plan for a checkup?**

The District's two vision plans are: Vision Service Plan (VSP), [www.vsp.com](http://www.vsp.com), (800) 877-7195; and EyeMed, [www.eyemedivisioncare.com](http://www.eyemedivisioncare.com), (866) 723-0514.

## Legal Brief

### **LAWS APPLYING TO STUDENTS WHO ARE HOMELESS**

The McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*) was reauthorized in 2002. This federal law provides for certain safeguards for students who are homeless. All schools must comply with the Act. Below is general information about the legal requirements under the Act.

**What is the definition of homelessness under the McKinney-Vento Act?** Pursuant to the Act, homeless children and youth refer to individuals who lack a fixed, regular, and adequate nighttime residence and live in one of the following situations:

- Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or in limited circumstances, are awaiting foster care placement (Note: students placed with foster families, foster family agencies, or group homes do not fall within this definition);
- Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- Abandoned, runaway, or “throwaway” youth or migratory children who qualify as homeless because they are living in circumstances described in this definition. Unaccompanied youth includes a youth not in the physical custody of a parent or guardian.

**What should schools do to ensure compliance with the McKinney-Vento Act?** Under the Act, students who are homeless are entitled to access the same programs and services as other students.

- By District policy, each principal shall designate a School Site Homeless Liaison to ensure full implementation of Bulletin No. 1570 and the McKinney-Vento Act. Roles and responsibilities of the liaison are clarified in the bulletin and in online training, through The Learning Zone.
- Schools should include the Student Residency Questionnaire (“SRQ”) in the enrollment packet of each student to assist in identifying homeless students. SRQs of homeless students should be faxed to the Homeless Education Program.
- Students who are homeless are entitled to immediate enrollment, regardless of whether they have transcripts, proof of residency, immunization records, or other documents from their previous schools. If the parent or caregiver lacks documents to verify identify, schools should offer the Caregiver Authorization Affidavit form to assist in enrollment.
- Schools should refer students who do not have immunization records to a nearby clinic and document the referral. Please contact School Nursing with questions about the new state requirements for the TDap vaccination.

Students who are homeless may continue their education in the *school of origin*, the school they had been attending before becoming homeless, for the duration of homelessness if a family becomes homeless between academic years or during an academic year or for the remainder of the academic year if the child or youth obtains permanent housing during an academic year. Students may also choose to enroll in the school of residence. Students who are homeless are entitled to transportation if they live more than two miles from their school for elementary students or more than three from their school for secondary students, and the commute is not longer than 90 minutes each way. Transportation (bus passes) is coordinated through the Homeless Education Program office.

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**LEGAL BRIEF (Continued)**

With the economy still not fully recovered, we can anticipate increasing numbers of students identified as homeless. For additional information, please feel free to contact the Office of the General Counsel or the Homeless Education Program.

*This LAUSD Legal Brief is for information only and does not constitute legal advice. Please contact the Office of the General Counsel to determine how this information may apply to your school's specific facts and circumstances.*

*AALA – Celebrating 30 Years of Exemplary Leadership*

**ANNUAL FALL RECEPTION**  
***Honoring AALA Members***

**INVITED GUESTS INCLUDE: ALL ACTIVE and ALUMNI AALA MEMBERS,  
CLASSIFIED SUPERVISORS, FRIENDS,  
SUPERINTENDENT and BOARD MEMBERS**

**WEDNESDAY, OCTOBER 5, 2011**  
**4:30 - 7:00 p.m.**

**THE CENTER AT CATHEDRAL PLAZA**  
**555 W. TEMPLE STREET, LOS ANGELES**

**PLEASE RSVP TO: AALA, 1910 Sunset Blvd., Suite 850, Los Angeles, CA 90026**  
**Phone: 213.484.2226 - Fax: 213.484.0201 – E-mail: [rsvp@aala.us](mailto:rsvp@aala.us)**  
**VALIDATED PARKING IN THE CATHEDRAL PARKING STRUCTURE**

**AN APOLOGY**

Last week in *Update*, we ran an article entitled ISIS NEWS, but inadvertently left off the attribution. AALA thanks **Alan Warhaftig**, our representative for the ISIS Stakeholders' Group, for writing the informative piece.

**PARKING FOR DR. DEBBIE LEIDNER'S MEMORIAL SERVICE**

For those planning to drive to the memorial, on Sunday, October 2, 2011, at California State University, Northridge (CSUN), here are parking instructions: Guests will be asked to enter campus at Nordhoff and Lindley and will advise the attendant in Information Booth #1 that they are attending the Debbie Leidner event. They will be provided with a complimentary parking pass and directed to the G4 parking structure.

## SAVE THE DATE

**FRIDAY, OCTOBER 21, 2011 – Phi Delta Kappa, San Fernando Valley Chapter**, will host a Dinner Meeting at 5:30 p.m., Sportsmen's Lodge, Ventura Blvd. at Coldwater Canyon Avenue, Studio City. The guest speaker will be **Bob Collins**, former LAUSD Local District Superintendent, and Chief Academic Officer. RSVP to **Sharon Kaiser** at 818.707.0322.

## POSITIONS AVAILABLE

**Minimum Qualifications:** Candidates are responsible for making sure all the District requirements have been met. Do not contact AALA for information regarding positions. Use the listed contact phone number.

**CLASSIFIED POSITIONS** – To view all positions available go to [www.lausdjobs.org](http://www.lausdjobs.org).

**Director of Budget Services and Financial Planning - LAUSD**

Contact **Deborah Jansen**, LAUSD Personnel Commission, at [deborah.jansen@lausd.net](mailto:deborah.jansen@lausd.net).

**School Business and Operations Manager - LAUSD**

Contact **Deborah Jansen**, LAUSD Personnel Commission, at [deborah.jansen@lausd.net](mailto:deborah.jansen@lausd.net).

**CERTIFICATED POSITIONS**

**PRINCIPAL, ELEMENTARY**

**Mountain View ES (2) MST 40**, 6410 Olcott Street, Tujunga, CA 91042

Mountain View is an E Basis school. For information and application procedures contact **Jack Bagwell**, Principal Leader, at 818.252.5404. **Filing deadline is Wednesday, October 5, 2011.**

The following positions are available to view in their entirety by going to [http://certificated.lausd.k12.ca.us/admin\\_vacancies](http://certificated.lausd.k12.ca.us/admin_vacancies). Select School-Based and Non-School-Based positions and click on any position to view the specific flyer.

POSITION	LOCATION	CONTACT	DEADLINE
<b>Instructional Specialist</b>	West Adams Prep HS	213.745.4929	Until filled
<b>Principal, Secondary</b>	Emerson MS	310.914.2100	09/28/11
<b>Instructional Specialist</b>	King MS	213.241.0132	<b>EXTENDED 09/27/11</b>
<b>Instructional Specialist</b>	Kennedy HS	818.654.3600	09/30/11
<b>Principal, Elementary</b>	Harbor City ES	310.354.3400	09/27/11

POSITION	DEADLINE
<ul style="list-style-type: none"> <li><b>SPECIALIST, MAGNET RECRUITMENT, MST 38 (Temp, Adv.), B Basis, Student Integration Services.</b> Contact <b>Deborah Brandy</b>, MSAP Project Coordinator, at 213.241.7009.</li> </ul>	<b>5:00 p.m. Fri., Sept 30, 2011</b>
<ul style="list-style-type: none"> <li><b>SPECIALIST, STUDENT INFORMATION SYSTEMS, MST 38 (Temp. Adv.), E Basis, Student Information Systems Branch.</b> Contact <b>Amancio Pardini</b>, Deputy Director, at 213.241.2450. <b>DEADLINE EXTENDED -</b></li> </ul>	<b>5:00 p.m. Fri., Sept 30, 2011</b>
<ul style="list-style-type: none"> <li><b>DIRECTOR, LAUSD CHARTER SELPA, MST 45 (Temp. Adv.), A Basis, Division of Special Education.</b> Contact <b>Sharyn Howell</b>, Executive Director, at 213.241.6701.</li> </ul>	<b>5:00 p.m. Fri., Oct. 7, 2011</b>