

MEMORANDUM OF UNDERSTANDING

Between

Los Angeles County Education Association (LACEA)

and

Los Angeles County Office of Education (LACOE)

This Memorandum of Understanding ("MOU") sets forth the terms and understanding between the Los Angeles County Office of Education ("LACOE" or the "Office") and the Los Angeles County Education Association ("LACEA") (collectively "the parties") regarding the hiring process and the terms and conditions of employment for Teachers on Special Assignment (TOSAs)

Purpose

The parties recognize that TOSAs are critical to the enhancement of the academic program within the Division of Educational Programs. Due to of the lack of contractual language regarding TOSA positions, the parties seek to clarify the hiring process and terms and conditions of employment for TOSA positions.

These goals will be accomplished by implementing the language set forth below:

1. TOSAs will support academic program development by conducting professional development activities, coaching teachers, developing unit plans, working with para-educators in the classroom, and performing other activities that help enhance the overall academic program.
2. The Division of Educational Programs will communicate with both Human Resource Services (HRS) and LACEA as the TOSA position(s) are developed.
3. Educational Programs will collaborate with LACEA to develop specific job descriptions for each new TOSA assignment prior to the announcement of the position. The Office will have the final authority as to the contents of the job description.
4. All new TOSA positions will be identified in a notice prepared and distributed to LACEA unit members by HRS that includes the job description and the application procedure.
5. The selection of TOSAs will follow the reassignment and transfer procedures described in Article X of the LACEA collective bargaining agreement.
 - 5a. Upon notice of the open positions, unit members within the PAU applying for a TOSA position assigned to the PAU will have five (5) days to request a reassignment. If there are no volunteers to be reassigned from within the PAU to the PAU's open TOSA position, the procedures governing voluntary transfers as set forth in Article X.E.1.b will be utilized. The position will be open to all unit members to request a transfer by submitting a completed ***Request for Certificated Transfer Form*** to HRS as set forth in Article X.E.1.b.1.

- 5b. For an open TOSA position assigned to the Division of Educational Programs, the procedures governing voluntary transfers as set forth in Article X.E.1.b will be utilized. The position will be open to all unit members who may request a transfer by submitting a completed *Request for Certificated Transfer Form* to HRS as set forth in Article X.E.1.b.1.
6. Reassignments and/or requests for transfer will be granted or denied in accordance with the criteria found in Article X. C. 2 of the collective bargaining agreement. The criteria found in Article X. C. 2 will be partially assessed through an interview process.
 7. If a reassignment or transfer is not granted for a particular TOSA position, HRS will work with LACEA and Educational Programs to develop a selection process for outside candidates.
 8. Once a TOSA is selected, that person will remain in the position for the remainder of the school year.
 9. TOSA positions are year-to-year assignments. Each TOSA assignment ends on June 30, and the unit member occupying the TOSA position will return to his or her most recently held position prior to becoming a TOSA. While the unit member is serving in the TOSA position, the Office will hire a full time, temporary unit member to serve in the position formerly occupied by the unit member serving as a TOSA.
 10. If the most recently held position has been closed, the unit member will be considered displaced and then placed according to Article X of the collective bargaining agreement.
 11. If the TOSA position is to be continued in the subsequent school year, the Office has the sole discretion to extend the services of the current TOSA or to initiate the selection process set forth in section 5 of this MOU for another unit member to serve as TOSA. The Office shall notify the unit member of its intention to exercise its discretion with regard to the matters set forth in this section by March 15 of the current school year.
 12. If the TOSA position is to be continued in the subsequent school year, and the Office extends the services of the current TOSA, the current TOSA retains the option to decline the extension and return to his or her most recently held position prior to becoming a TOSA (the current TOSA electing to return to his or her most recently held position is still subject to # 10 of this MOU). The current TOSA must decline the extension by April 15 of the current school year.
 - 12.a. If the current TOSA declines the extension, the Office retains the right to initiate the selection process set forth in section 5 of this MOU for another unit member to serve as TOSA.
 13. TOSAs will be evaluated using the procedures and process for evaluating unit member as described in Article XIII of the collective bargaining agreement. TOSAs will be evaluated by the site administrator for the assigned site. In the event of a TOSA not assigned to a specific site, the appropriate director from the division of Educational Programs will serve as the evaluator.
 14. The TOSA positions will be assigned and paid for eight (8) hour assignments.
 15. TOSAs assigned to a specific site will follow the site's school calendar. TOSAs assigned to the Division of Educational Programs will follow the 218 day LACEA calendar.


16. Provided that counselors meet the minimum job requirements as stated on the job description, counselors can request a reassignment or transfer to a TOSA position.
17. TOSAs are not to perform administrative functions or performance evaluations.

Duration

This is a non-precedent setting, one-year agreement for the 2019-2020 school year.


This agreement will remain in effect until June 30, 2020.

For LACEA:



Troy Doyle
Association President

For LACOE:



Nick Stephany
Director III, Human Resource Services