

LOS ANGELES UNIFIED SCHOOL DISTRICT-UNITED TEACHERS LOS ANGELES
TENTATIVE AGREEMENT
2014-2017


This Tentative Agreement is made and entered into this 17th day of April, 2015 by and between the Board of Education of the Los Angeles Unified School District ("District") and United Teachers Los Angeles (UTLA). The District and UTLA have met and negotiated in good faith and have completed their negotiations for this 2014-2017 Agreement. This Agreement is the successor to the parties' 2008-2011 Agreement, which has previously been extended to cover the 2011-2014 years. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2008-2011 Agreement, together with previous amendments, supplements, MOUs and sideletters to the extended 2008-2011 Agreement, are to be combined with the terms of this Agreement to form the 2014-2017 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 V-Grievances
 - 2. Attachment B – Article IX-Reassigned Employees
 - 3. Attachment C – Article X-Substitute Rights
 - 4. Attachment D – Article XIV-Salaries
 - 5. Attachment E – Article XVIII-Class Size
 - 6. Attachment F – Personal Necessity Sideletter
 - 7. Attachment G – Evaluation MOU
 - 8. Attachment H – Class Size MOU 2015-16
- C. Term of Agreement: This Agreement shall be for a term of three (3) years (2014-2015 through 2016-2017). 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, 2017 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 2015-2016 and 2016-2017 school years as follows:
 - 1. 2015-2016 Reopeners: The parties agree to reopen on Article X-Evaluation and Article XVIII-Class Size
 - 2. 2016-2017 Reopeners: The parties agree to reopen on Article XIV-Salary, Article XVIII-Class Size and three (3) articles each.

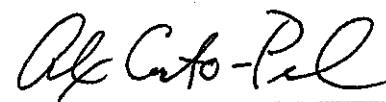
This Agreement is subject to ratification by the UTLA membership and to final adoption by the LAUSD Board of Education.

Date of Agreement: 4-17-15

Los Angeles Unified School District

By: 
Ramon C. Cortines
Superintendent of Schools

United Teachers Los Angeles

By: 
Alex Caputo-Pearl
UTLA President

Adopted by the Board of Education on _____, 2015.

By: _____
Richard Vladovic, Ed.D.
President

ARTICLE V - GRIEVANCE PROCEDURE

ATTACHMENT A

- 2.1 When a grievant is not represented by UTLA, the District shall promptly furnish to UTLA (in care of the UTLA Field & Organizing Director ~~Director of Grievancee Processing~~) a copy of the grievance. If the grievance is withdrawn without a settlement, the District shall so notify UTLA. The District shall not agree to a final resolution of the grievance until UTLA has been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter.
- 7.0 Informal Conference/Intervention Process: Before filing a formal grievance, either one of the following alternative processes is available:
- a. Informal Conference: Before filing a formal grievance, the employee is encouraged to make a reasonable attempt to resolve the dispute by means of an informal conference with the immediate administrator. However, the grievance must be filed within the time limits required under Step One, whether or not the employee has utilized these informal efforts the grievant shall attempt to resolve a grievance by an informal conference with the grievant's immediate supervisor. If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievant may initiate the informal conference with the administrator who has such responsibility and authority. Said conference shall be requested within fifteen (15) days of the occurrence of the act or omission giving rise to the grievance or of the date when the grievant could be reasonably expected to know of the act or omission which gives rise to the grievance.
 - b. A meeting between the grievant and the immediate administrator shall take place within five (5) days from written request for the informal conference. The administrator shall reply in writing within five (5) days following the informal conference.
 - b. Intervention Process: In select situations where either the District or UTLA believes that an informal pre-grievance conference(s) would be productive, either party may make such a request. This request must be submitted in writing within 15 days (as defined in Section 6.0) after the Grievant or UTLA knew or reasonably should have known of the occurrence of the facts upon which the dispute is based. The conference will then proceed if there is mutual agreement to do so. Attendance at the conference(s) shall be limited to the grievant, UTLA representative, the immediate administrator of the grievant, and a District representative, except where other persons are allowed to participate by mutual consent of the parties. The conference(s) shall be terminated (1) by successful resolution of the dispute, or (2) by written notification of the 15-day time limit for filing a formal grievance under Step One.
- 8.0 Step One: A formal grievance must be filed within ~~fifteen (15)~~ thirty (30) days (as defined in Section 6.0) after the grievant or UTLA knew or reasonably should have known of the ~~occurrence of the facts upon which the grievance is based~~ act or omission which gives rise to the grievance. For example, the time limit for filing a grievance relating to a transfer begins to run when the employee receives written notice of the

~~transfer order.~~ It should be noted that there are shorter time limits required for filing grievances alleging violations of certain provisions of this Agreement, such as disciplinary suspensions under Article X and summer school assignments under Article XX. For claims of a payroll or other salary error, the ~~15~~ 30 day time limit runs from discovery of the alleged error, but any recovery payment cannot relate back more than three years prior to the grievance filing.

- 8.1 The grievance must be presented in writing to the immediate administrator by completing the UTLA-District Grievance form. If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievant may initiate the grievance with the administrator who has such responsibility and authority.
- 8.2 A meeting between the grievant and the immediate administrator shall take place within ~~five~~ ten (5) (10) days from presentation of the grievance. The administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Step One.
- 9.0 Step Two: If the grievance is not resolved at Step One, the grievant may, within ~~five~~ ten (5) (10) days after the termination of Step One, present the grievance to the appropriate Superintendent, Division Head or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter. The administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Step Two. (Note: There are separate expedited time limits for handling grievances under Article XXVIII, Safety, Section 4.0)
- 12.0 Selection of Arbitrator: Within seven days of receipt of the request for arbitration, UTLA and the Office of Staff Relations shall meet to select an arbitrator to serve as Chairperson of the arbitration panel. The arbitrator shall be jointly selected by UTLA and the District, or shall be selected from the following list by alternatively striking names until one remains. UTLA and the District may by mutual written agreement revise the list.
- | | | |
|----------------------------------|--------------------------------|---------------------|
| 1. Richard Anthony | 8. Joseph Gentile | 14. Terri Tucker |
| 2. Irene Ayala | 9. Isabel Gunning | 15. Barry Winnograd |
| 3. Bonnie Bogue | 10. Joe Henderson | 16. Louis Zigman |
| 4. Thomas Christopher | 11. George Marshall | |
| 5. Doug Collins | 12. Kenneth Perea | |
| 6. Walter Dougherty | 13. Michael Prihar | |
| 7. Wayne Estes | | |

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ARTICLE IX-D – TEMPORARY REASSIGNMENTS PENDING INVESTIGATION

- 1.0 Consultation Meetings Regarding Temporary Reassignments Pending Investigation and Resolution of Allegations of Misconduct:
The LAUSD Chief Human Resources Officer shall meet with the UTLA President or Executive Director at least once per month to report and discuss the status and duration of the investigations of reassigned employees.
- 2.0 Basis for Temporary Reassignment:
Temporary Reassignments pending investigation are not to be regarded as an indication of culpability or a punitive action. If the allegations give rise to concerns about student, staff or workplace safety and security, a temporary reassignment may be made. If the alleged misconduct, even if true, would not give rise to such concerns, the employee under investigation is to remain assigned at the site during the investigation. Also, employees who have been made aware of the fact that they are under investigation are obligated to avoid any direct or indirect contact with potential witnesses or any other conduct affecting the integrity of the investigation, and may be reassigned due to failure to do so.
- 3.0 Notice of Reasons for Temporary Reassignment Pending Investigation:
In the event of a temporary reassignment to a different school (or to home), the employee shall within three (3) work days be notified in writing of the reasons for the reassignment.
- 4.0 Time Goals for Completion of Administrative Investigations:
Student, staff, and workplace safety and security shall be the primary factor in determining the length of time for completion of investigations. The parties agree that administrative investigations of reassigned employees should be completed as quickly as practicable, with a goal of ninety (90) work days. The parties recognize that factors such as investigations involving outside law enforcement agencies and/or the District Inspector General may impact the District's goal of achieving completion of administrative investigations within ninety (90) work days.
- 5.0 Notice of Completion of Investigation:
Within 15 work days following the completion of the investigation, the District will determine next steps, and notify the employee of the results of the investigation and of any impacts upon their reassigned status. In the case of an employee who is to be retained in District employment, it shall also determine whether the employee is to be assigned to his or her previous location; if for any reason that previous assignment is not available or deemed inappropriate, the employee shall be assigned to a comparable position in the same education service area as the previous assignment.

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UTLA Negotiations – 04/16/14

SUBSTITUTE'S RIGHT TO REPRESENTATION

Article X, Section 7.0 - Inadequate Service by Substitutes: The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations, and of the substitute's right to a meeting with representation. Upon employee request, a meeting will be held to discuss the matter. 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. The timeliness of the employee's request for a meeting, or the non-availability of the employee or representative shall not delay issuance of the Inadequate Service Report beyond the ten working days period set forth above. In addition to the grievance procedure, the employee may attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record.

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**ARTICLE XIV
SALARIES**

- Effective July 1, 2014, all UTLA represented employees shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- Effective January 1, 2015, all UTLA represented employees shall receive a 2% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- Effective July 1, 2015, all UTLA represented employees shall receive a 2% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- Effective January 1, 2016, all UTLA represented employees shall receive a 2% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

4/17/15

Alf C. - PL

Vivian Erickson

ARTICLE XVIII - CLASS SIZE

~~[Note: Several of the class size restrictions in this Article may have been temporarily affected by the District's exercise of its rights under Section 1.5 below, resulting from the District's fiscal crisis. Such changes are reflected in District bulletins to the schools.]~~

~~[Note: Refer to Article XVIII A for 2007-2008 through 2009-2010 "Framework for Addressing Class Size Issues"]~~

- 1.0 General Provisions: The following general provisions and definitions apply to this Article:
 - a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered. ~~(See Office of Superintendent Bulletin No. 19, September 1, 1980).~~
 - b. Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis.
 - c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position.
- 1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date." As of that date the number of teachers to be assigned to a school shall be based upon the number of students listed in the teacher Allocation Tables and the staffing requirements of this Article. ~~Those Allocation Tables are designed to trigger the assignment of an additional teacher when a school's enrollment reaches a given point. For example, at the elementary level, if at norm date the specified averages are exceeded by a sufficient number of students to create one-half of a class or more, an additional classroom teacher will be authorized. Thus, in an elementary school with a required school-wide average class size of 27, an additional teacher will be assigned as of norm date when school enrollment multiples of 27 are exceeded by 14 or more additional students.~~
- 1.2 For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:
 - a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term. ~~Decreases in secondary enrollment during the school year will not result in displacement of existing staff until the norm date, generally held on Friday of the fourth week of each semester*.~~
 - b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position ~~(see 1.1 above)~~, and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two

additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.

- 1.3 Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:
 - a. From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to register-carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.
 - b. After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register carrying classroom teaching functions in classes or departments exceeding the expected class size.
- 1.4 The class size restrictions of this Article are intended to establish minimum standards and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.
- 1.5 It is recognized that the class size restrictions of this Article may not be achieved due to circumstances such as state funding limitations, ~~teacher shortages~~, changes in the student integration or other programs, or statutory changes. Prior to implementing any variation from the class size restrictions of this Article, the District shall provide UTLA with a written notice of intent, including a written rationale and a summary of applicable facts. Upon request of either party, the District and UTLA shall meet and discuss the intended variation from the class size restrictions prior to implementation. Neither the District's budget development process and/or the issuance of layoff notices shall be deemed "implementation." Alleged violations of any terms of this section are subject to the grievance procedures of Article V.
- 1.6 Class Size Arbitration Procedures: If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority, where no other reasonable or practical options are deemed appropriate, to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.
 - a. ~~Any grievances alleging violations of this Article must be filed with the immediate administrator within five days of the occurrence of the facts upon which the grievance is based. The immediate administrator shall reply, in writing, within three days.~~

- b. If the employee wishes to obtain review of the decision, a Notice of Appeal to the Office of the Region/Division Superintendent shall be delivered within three days of receipt of the immediate administrator's reply. Within five days after receipt of the Notice of Appeal, the Region/Division Superintendent 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).
- e. Within two days after the above administrative appeal is announced, UTLA may appeal the matter to arbitration by notifying the District of its intention in writing. UTLA and the District shall select an arbitrator and the dispute will be calendared for an arbitration hearing at the next scheduled available expedited hearing date, or within 30 days, whichever is earlier, but in no event shall the hearing be held less than 15 days after UTLA's arbitration appeal is filed. Briefs, if any are desired, are to be filed promptly, and a summary letter award shall be issued by the arbitrator within seven calendar days of the briefs (or of the close of the hearing if there are no briefs). A full decision shall be issued within 30 days after the summary award letter. These cases shall, in all ways not modified herein, conform to the provisions of Article V.

2.0 Class Size Averages & Maximums for:

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO	TK-3	24.00	27
(Predominantly Hispanic, Black, Asian, & Other Non-Anglo)			
PHBAO	4-5 (6)	27.00	30
PHBAO Academic	(6) 7-8	27.00	30
PHBAO Academic	9-10	27.00	30
PHBAO Non-Academic	(6) 7-8	36.25	39
PHBAO Non-Academic	9-10	35.50	39
PHBAO Academic & Non-Academic	11-12	35.50	39
Desegregated/Receiver	TK-3	24.00	27
(Schools Governed by the Student Integration Program)			
Desegregated/Receiver	4-5 (6)	32.50	36
Desegregated/Receiver Academic	(6) 7-8	32.50	36
Desegregated/Receiver Academic	9-10	32.50	36
Desegregated/Receiver Non-Academic	(6) 7-8	36.25	39
Desegregated/Receiver Non-Academic	9-10	35.50	39
Desegregated/Receiver Academic & Non-Academic	11-12	35.50	39

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
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PHBAO Magnet	TK-3	24.00	27
PHBAO Magnet	4-5 (6)	27.00	30
PHBAO Magnet	(6) 7-8	27.00	30
PHBAO Magnet	9-12	27.00	30
All Other Magnet	TK-3	24.00	27
All Other Magnet	4-5 (6)	29.5	33
All Other Magnet	(6) 7-8	29.5	33
All Other Magnet	9-12	29.5	33

*In order to be considered a magnet class in a magnet center, a class must contain more than 75% magnet students.

2.1 Academic classes are those in English Language Arts, Math, Social Studies, Science, and Foreign Language. Non-academic classes are all electives, excluding Physical Education and activity classes such as Band and Drill Team.

2.2 Schools not falling within the categories above shall maintain class size averages and class size maximums consistent with schools governed by the Student Integration Program (Desegregated/Receiver schools).

2.3 Other Regular Program Class Size Averages & Maximums:

- a. Elementary schools: Taken together, all classes at a school in grades K-3 are to average 29.5 24 students, and in grades 4-6 are to average 35.5 students. ~~In order to avoid State funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.~~
- b. Middle schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.
- c. Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.

3.0 Distribution of Students Within Grade Levels, Departments and Classes: Grade Level and Department Chairs (add SLC Lead Teachers if applicable) shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the grade level or department budget funds, establishment of the grade level or department class offerings, assignment of grade level or department members to specific classes, and balancing of grade level and department classes. Soon after the opening of school, each elementary grade level chairperson or secondary department chairperson shall call a meeting of the grade level/department for the purpose of attempting to reach consensus on recommendations to be made to the site administrator with respect to an equitable and educationally sound distribution of students, including students who may enroll at a later date.

4.0 Problem Solving Process: Class Size Averages & Maximums

- a. If the class size averages and/or maximums in this Article are exceeded beyond fifteen (15) work days after norm day, upon request of an affected teacher(s), the site administrator shall conduct a review of the circumstances causing the violation.
- b. The administrator shall then meet within five (5) work days with the affected teacher(s), grade level or department chair (add SLC lead teacher if applicable), and chapter chair to discuss the review, and provide a written explanation for the violation of class size averages and/or maximums and the efforts made to balance classes in order to meet the averages and/or maximums.
- c. The parties will discuss options for meeting the required averages and maximums without limiting student access to a full range of course options in a manner which does not disrupt the instructional program or exceed the school's allocated resources. Such options may include a class size waiver for the school site in accordance with the waiver procedures described in LAUSD Policy Bulletin 6029.2 (January 15, 2014).
- d. If an agreement is not reached on a solution following a-c above, the affected teacher(s) or UTLA may initiate a grievance in accordance with Article V of this Agreement. The timeline for initiating a grievance shall start upon completion of a-c above.

- 5.0 Counseling Services: The District and UTLA share the goal of achieving a secondary school counseling services ratio of 500-1, calculated by the aggregate number of positions District-wide, regardless of type of secondary school or funding source (centrally normed, LCFF, school determined, categorical funds, grants, etc.). This shall be regularly reviewed by the Superintendent and the Class Size Task Force, and shall remain an open item for negotiations through the term of the Agreement.
- 6.0 Early Education Centers: Pursuant to State requirements, the allocation of staff is to be determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept).
- ~~3.0 Student Integration Program Class Averages: Pursuant to and contingent upon the court-ordered student integration program, designated schools shall be governed by the following class sizes rather than those specified in Sections 2.0 above. It is recognized that the student integration program, including but not limited to the definition of schools affected by the various provisions of the program, is to be determined by the District in its discretion.~~
- ~~3.1 PHBAO elementary schools (designated schools with Predominantly Hispanic, Black, Asian and Other non-Anglo students) are limited by the following class size requirements:~~
 - a. ~~Kindergarten Taken together, all Kindergarten classes at a school are to average 29.5 students.~~

- b. ~~Grades 1-6~~ Taken together, all classes in grades 1-6 at a school are to average 27 students.

In order to avoid state funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.

- 3.2 PHBAO schools, grades 7-10 (including 6th grade middle school students): Taken together, all academic classes at a school (English, ESL, Reading, Math, Social Studies, Science, and Foreign Language) are to average 27 students. An academic class at a senior high school must have more than 75 percent ninth and tenth grade students in order to fall within the coverage of this special class size program. Non-academic classes (excluding Physical Education and activity classes such as Band and Drill Team), are to average 36.25 students at junior highs, and are to average 35.5 students at grades 9 and 10 in senior highs.

- 3.3 Desegregated/Receiver Schools (schools designated as desegregated, or designated to receive students under the Student Integration Program, including PWT, CVP, Satellite Zone and CAP) are limited by the following class size requirements:

- a. ~~Grades K-3~~ Taken together, all classes in grades K-3 at a school are to average 29.5 students.

In order to avoid state funding penalties, no class should be permitted to exceed 33 students at the Kindergarten level or 32 students at grades 1-3, including K-1 and 3-4 combination classes, as provided in applicable law.

- b. ~~Grades 4-6~~ Taken together, all classes in grades 4-6 at a school are to average 32.5 students.

- e. ~~Grades 7-10 (including 6th grade middle school students)~~ Taken together, all academic classes (see paragraph 3.2 for definition and "75 Percent Rule") at a school are to average 32.5 students. Non-academic classes (excluding Physical Education and activity classes such as Band and Drill Team), are to average 36.25 students at middle schools, and are to average 35.5 students at grades 9 and 10 in senior highs.

- 3.4 Magnet Schools and Centers: Those designated as serving PHBAO student populations shall have an average class size in each school of 27 students. Other magnet schools and centers shall have an average class size in each school of 29.5 students. In order to be considered a magnet class in a magnet center, a class must contain more than 75% magnet students.

- 7.0 Special Education: The District shall make a reasonable effort to maintain special education class size as indicated in Appendix A for the term of this Agreement. In schools having two or more classes of the same category, class sizes will be based on the average of those classes in the school rather than by individual classes. The Special

Education Division's monthly class size reports shall be provided to the Class Size Task Force and made available for inspection by any employee or UTLA representative.

When a special education class has exceeded the norm by two or more students, the teacher may notify the Special Education Coordinator. Within one calendar month of the notification, if the condition persists, the District shall make a reasonable effort to remedy the situation, after consultation with the affected teacher, by means such as the following:

- a. the transfer of excess student(s) to another class or school site, or
- b. the opening of an additional class if sufficient students are available, or
- c. the assignment of additional aide(s) to the class.

Upon request, the District shall advise the teacher employee, in writing, as to the reason and anticipated duration of the excess student(s), and as to any efforts being taken, ~~if any,~~ to remedy the situation.

ARTICLE XVIII-A 2007-2008 THROUGH 2009-2010 FRAMEWORK FOR ADDRESSING CLASS SIZE REDUCTION ISSUES

- 1.0 ~~This Article reflects the parties' agreement resulting from 2006-2007 successor contract negotiations regarding class size reduction and covers the three year period beginning July 1, 2007.~~
- 1.1 ~~The parties' agreement is comprised of four general areas: 1) phased in restoration of class size averages to 2001-2002 levels; 2) establishment of contractual class size "flexible caps"; 3) utilization of EIA funds to effect targeted class size reduction; and 4) creation of a Joint Class Size Reduction Task Force.~~
- 1.2 ~~The 2001-2002 class size averages set forth in this Article do not negate the averages set forth in Article XVIII of this Agreement. Rather, the 2001-2002 averages set forth reflect the parties' agreement as to the mutually agreed to status quo at least for the duration of the class size reduction efforts contained in this Article.~~
- 1.3 ~~Nothing herein has any effect on the parties' past or future contentions as to the utilization of Article XVIII section 1.5.~~
- 2.0 **CONTRACTUAL CLASS SIZE REDUCTION EFFORTS**
- 2.2 ~~The parties agree to restore class size averages to 2001-2002 levels pursuant to the following provisions. These 2001-2002 averages are:~~
 - a. PHBAO: Elementary (4-6) = 28.5
Middle Academic (6-8) = 30
Middle Non-Academic (6-8) = 39.25
High School Academic (9-10) = 30

~~High School Non-Academic (9-10) = 39.25~~

~~High School Academic and Non-Academic (11-12) = 39.25~~

- b. ~~Desegregated/Receiver:~~
~~Elementary (4-6) = 34~~
~~Middle Academic (6-8) = 35.5~~
~~Middle Non-Academic (6-8) = 39.25~~
~~High School Academic (9-10) = 35.5~~
~~High School Non-Academic (9-10) = 39.25~~
~~High School Academic and Non-Academic (11-12) = 39.25~~
- e. ~~Regular Program:~~
~~Elementary (4-6) = 38.5~~
~~Middle (6-8) = 39.25~~
~~High School (9-12) = 38.5~~
- d. ~~Kindergarten through Third Grades: The District shall comply with the State Class Size Reduction Program so long as it elects to continue participation therein. If for any reason the District ceases participation in the State CSR Program in whole or in part, the pre-CSR contract averages shall apply to affected grade levels.~~
- e. ~~Magnet Schools~~
~~PHBAO = 28.5~~
~~Desegregated/Receiver = 31.5~~

2.2 ~~Restoration of the 2001-2002 averages as described above shall be implemented pursuant to the following steps:~~

- a. ~~2007-2008: reduce current averages by 2 in grades 4-5-6 as necessary to meet 2001-2002 averages.~~
- b. ~~2008-2009: reduce current averages by 2 in grades 7-8-9 as necessary to meet 2001-2002 averages. This grade level implementation may be modified by recommendation of the Joint Class Size Task Force and approval of Board of Education.~~
- e. ~~2009-2010: reduce averages by 2 in grades 10-11-12 as necessary to meet 2001-2002 averages according to recommendation of the Joint Class Size Task Force and approval of Board of Education.~~
- d. ~~Magnet Schools: reduce current averages as necessary to meet 2001-2002 averages through an implementation timeline not later than the timeline provided for above for the affected grade levels.~~

2.3 ~~Special Education: Restoration of 2001-2002 averages shall be implemented over the course of two years, i.e., by the end of the 2008-2009 school year.~~

3.0 ~~CONTRACTUAL CLASS SIZE "FLEXIBLE CAPS"~~

3.1 ~~Effective 2007-2008, "flexible caps" shall be established in academic classes representing targets/goals per class to not exceed:~~

- a. ~~Grades 4-5 = 35, effective with the 2007-2008 school year.~~
- b. ~~Grades 6-8 Middle School = 41 effective with the 2007-2008 school year, lowered to 40 effective with the 2009-2010 school year.~~
- c. ~~Grades 9-12 = 42, effective with the 2007-2008 school year, lowered to 41 effective with the 2009-2010 school year.~~

3.2 ~~The parties intend to have teacher involvement in the development of class offerings and class sizes pursuant to Article IX-A, Assignments, Section 3.2, which provides: "Department Chairs/SLC Lead Teachers shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the department's budget funds, establishment of the departments' class offerings, assignments of department members to specific classes, and balancing department classes pursuant to Article XVIII, Section 4.0.~~

3.3 ~~Problem Solving Process: If on norm day a class exceeds the established class size target and continues to exceed that target for a period of 20 days, upon request of the affected teacher, a review of the circumstances causing the "excess" shall take place. A meeting shall then be held with the affected teacher, the administrator, grade level or department chair/SLC lead teacher, and chapter chair to discuss results of the review. These parties will also explore options for meeting the needs of students without depriving students access to a full range of course offerings and in a manner which does not disrupt the instructional program. Upon request of the affected teacher, the District will provide a written explanation for the class size and the efforts made to balance classes in order to meet targets.~~

4.0 ~~EIA CLASS SIZE REDUCTION CONCEPT~~

4.1 ~~The District anticipates receiving, on an on-going basis, an Educational Impact Aid ("EIA") allocation that will be approximately \$70 million greater than its allocation in the 2005-2006 fiscal year. Subject to consultation with and input from the appropriate constituent parent and community committees, the District will, beginning in the 2007-2008 fiscal year, allocate any such additional EIA resources (above the EIA allocation received in the 2005-2006 fiscal year reduced by the indirect support charge) to eligible school sites on a 50% English Learner/ 50% Compensatory Education student basis.~~

4.2 ~~The District shall direct the legally appropriate person or entity at either the District or site level to use these funds for class size reduction purposes in the core academic subjects, with first emphasis on reducing class sizes for students at risk of academic failure, including low-performing students and English language learners, so long as this does not require the re-direction of already budgeted funds or the reduction of already existing academic programs at the school.~~

4.3 ~~To the extent that EIA funds are being used for these class size reduction purposes, teachers funded through that source shall hold the appropriate authorization to teach English Learners. Schools will also be directed, as legally appropriate, to use these additional EIA funds to purchase part-time or auxiliary teaching positions where funds are insufficient to fund a fulltime position, or, at schools lacking space for general class size reduction, to purchase additional teachers for team teaching, or collaborative teaching models.~~

4.4 ~~If for any reason the EIA funds used for these class size reduction purposes are reduced or reallocated, such class size reduction shall be modified accordingly. The District will notify UTLA at least thirty (30) days prior to taking action pursuant to this section.~~

8.0 JOINT CLASS SIZE TASK FORCE

~~A Joint Class Size Task Force, comprised of five (5) UTLA appointees and five (5) LAUSD appointees an equal number of representatives selected by the District and UTLA, shall be established, as soon as possible following ratification of this agreement and will remain in effect for the length of the reduction effort set forth in section 2.0 above. The Task Force shall:~~

- a. ~~Shall monitor the reduction efforts set forth in this Framework~~ Meet no less than once per month during District business hours. Employees appointed to the Task Force shall be released from their regular employee duties at no loss of salary or benefits.
- b. ~~Shall study P.E. class sizes in grades 6-12 and make recommendations for the establishment of individual class size targets/goals to the Board of Education as soon as practicable; and Receive a monthly report from the District showing K-12 class sizes, HHS ratios, & special education caseloads for all LAUSD K-12 school sites.~~
- c. ~~Shall review monthly re-prepare recommendations to Board of Education for efforts that are to occur in 2008-2009 and 2009-2010 as set forth above. Review the monthly reports and identify patterns deserving further attention and analysis.~~
- d. ~~May recommend changes regarding the targets, goals and time lines set forth in this Framework based on factors such as assessment of the impact of efforts to date, new or amended legislation, or any newly available funds dedicated to class size reduction. Make regular reports to the LAUSD Superintendent as needed.~~
- e. ~~May recommend training and similar activities that might assist all parties in the successful implementation of this Framework. Review all approved waivers related to class size averages and/or maximums.~~
- f. Explore options and strategies for reducing class sizes, HHS ratios, special education caseloads in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions.

6.0 ~~Any grievances alleging violations of this Article shall be processed pursuant to Article XVIII, section 1.6.~~

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R17 Only Cont-Pl

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Los Angeles Unified School District

OFFICE OF THE GENERAL COUNSEL

OFFICE OF LABOR RELATIONS

333 S. Beaudry Avenue, 14th Floor, Los Angeles, CA 90017

TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

ATTACHMENT F

RAMON C. CORTINES

Superintendent of Schools

DAVID HOLMQUIST

General Counsel

VIVIAN K. EKCHIAN

Chief Labor Negotiator

April 15, 2015

Alex Caputo-Pearl, President
United Teachers Los Angeles
3303 Wilshire Boulevard, 10th Floor
Los Angeles, CA, 90010

RE: PERSONAL NECESSITY LEAVE

Dear Mr. Caputo-Pearl:

This is to memorialize that the Los Angeles Unified School District (District) and United Teachers Los Angeles (UTLA) have agreed to a modification to the personal necessity language in Article XII of the Collective Bargaining Agreement as stated below:

"14.0 Personal Necessity Leaves or Absence (Paid): Subject to the limits set forth below, an employee shall be granted a paid personal necessity leave when the gravity of 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 (as used in this section, the term "immediate family" shall be as defined in Section 9.0 of this Article
- b. Death of a member of the employee's immediate family, when time in excess of that provided in Section 9.0 of this Article is required;
- c. Serious illness of a member of the employee's immediate family;
- d. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);
- f. Religious holiday of the employee's faith;
- g. Imminent danger to the home of the 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 one (1) occasion in any school year.
 - i. An appearance of the employee in court as a litigant. Each day of necessary attendance as a 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 for which salary is not allowed under Article XII, 18.3:
 - (1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;
 - (2) 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; and
 - (3) 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 19.0 of this Article;
 - 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 (36) additional hours of accrued vacation or unpaid leave not to exceed a total of (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 of the Labor Code. The employee must notify the immediate administrator at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.
- 14.1 The following limits and conditions are placed upon allowing a personal necessity absence:
- a. Except as in I., above, and (1), below, The total number of days allowed in one school year for personal necessity absence shall not exceed six days per school year for a probationary, permanent or provisional contract employee, or subject to the restrictions specified in Article XIX, three days per school year for a day-to-day substitute employee.
 - (1) If personal necessity absence is taken to attend to the illness of the employee's child, parent, or spouse, up to six additional days shall be allowed in any calendar year (to total 12 maximum days - see b below) for probationary, permanent, or provisional contract employees. However, this provision does not extend the

maximum period of leave to which an employee is entitled under Family Care and Medical Leave, regardless of whether or not the employee receives sick leave compensation during that leave.

- b. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the employee is entitled.
- c. The personal necessity leave shall not be granted during a strike, demonstration or any work stoppage.
- d. The employee shall be required to verify the nature of such necessity. Such statement shall be filed with the appropriate administrator no less than five working days in advance of a religious holiday, court appearance or school visitation. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist."



Please sign below if UTLA is in agreement with this side-letter.

Sincerely,



Vivian Ekhchian, Chief Labor Negotiator
Office of Labor Relations

IT IS SO AGREED:


UTLA
Date

4-10-15

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED TEACHERS LOS ANGELES
AND THE
LOS ANGELES UNIFIED SCHOOL DISTRICT**

The parties agree to the following terms relating to Educator Development, Support and Evaluation Matters:

1. Educator Development & Support Committee:

- a. There shall be two Sub-Committees on Educator Development and Support. One shall be comprised of District and UTLA representatives, with up to five persons representing each party; the other shall be comprised of District and AALA representatives, with up to five persons representing each party. The same District representatives shall serve on each such committee. Such representatives are to be appointed by, and serve at the discretion of, their appointing bargaining team. In addition, the District and UTLA shall each appoint a parent representative to serve on each subcommittee. The two Sub-Committees generally shall meet jointly, reflecting the mutual interests they share in the subjects related to Educator Development and Support, although any party may also, if desired, request separate meetings to focus on issues that may be considered special or limited to one of the bargaining units. The Committee representatives shall work together to review current practices and potential improvements including gathering feedback from employees and administrators from school sites, and shall endeavor to reach common understandings, approaches and potential solutions to take back to their respective bargaining teams.
- b. The subject matters for the committees shall include, but not be limited to, the LAUSD certificated performance evaluation program and practices, PAR, NBC support, the Mentor Program, and the Beginning Teacher support programs. The subject matters may include matters of consultation or permissive bargaining, as well as mandatory subjects of bargaining, and nothing herein shall constitute a waiver of any party's current contractual rights, nor change the status quo underlying the bargaining process.
- c. The joint meetings shall be conducted as frequently as practical, with the objective of developing improvements to the certificated evaluation system for all certificated bargaining unit positions. The committees shall make program recommendations, including evaluation procedures, to be submitted to their respective bargaining teams by October 2, 2015. Their recommendations shall be strictly advisory; they will not have the authority to engage in bargaining.

- d. When the Committee meetings are scheduled during regular work hours, committee members who are employed by the District shall be released from their regular duties without loss of compensation.

2. **2015-16 Negotiations:**

- a. Negotiations relating to EERA-mandated aspects of evaluations, and also consultations relating to matters of consultation or permissive aspects of evaluations arising out of or related to the respective recommendations of the entities which participated on the Educator Development & Support Committee and its sub-committees as provided above, shall commence no later than November 6, 2015, and a good faith effort shall be made to reach agreement on a new educator development and support program by February 26, 2016, subject to ratification by the parties for implementation during the 2016-2017 school year.
- b. Pending any agreements to amend current contracts, Article X (as previously amended), together with other applicable terms of the LAUSD-UTLA Agreement and the terms of this MOU (including the interim measures listed below), shall remain in effect pursuant to their terms.

3. **Interim Measures for 2015-16:** For the 2015-16 school year, the following changes shall be made to the 2014-15 Teacher Growth and Development Cycle Protocols:

- a. The Formal Observation(s) Cycle, and the Informal Growth Plan visits, will be limited to one (1), unless any additional Formal Observation Cycles and/or Growth Plan visits are voluntarily and mutually agreed to by the employee and the evaluator. This limitation applies only to the Formal Evaluation Cycle and the Informal Growth Plan visits.
- b. Provisional and probationary employees, and their evaluators, are encouraged to pursue additional observations, guidance, mentoring and assistance to encourage development and opportunities as needed.
- c. The "Reflection" elements of the evaluation cycle (lesson, mid-year and year-end reflections) are intended to provide participation opportunities for employees being evaluated, but are to be considered voluntary and optional for the employee.
- d. The overall Final Evaluation ratings shall be "Exceeds Standards," "Meets Standards" and "Below Standard."
- e. The ratings of Observation factors shall be "Effective," "Developing" and "Ineffective."

- f. If an employee receives an overall "Below Standard" final evaluation, the evaluation shall be subject to the grievance procedures of Article V.
- g. If the overall evaluation of an employee is "Meets Standards" or "Exceeds Standards" but there is a significant disparity between that rating and negative comments on the form which would normally be expected to have produced an overall "Below Standard" evaluation, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been "Below Standard."
- h. The final overall evaluation rating of "Meets Standards" shall not be treated as the equivalent of "Below Standard" for the purposes of accountability as described in Article X, Section 12.0 and/or Article X-A, Section 2.0. Additionally, an overall rating of "Meets Standard" shall not be used as grounds for discipline or as grounds to disadvantage the recipient due to "skipping" criteria in a reduction in force.
- i. The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility. . . . (See Art. X, Section 2.0).

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**2015-2016 MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED TEACHERS LOS ANGELES
AND
LOS ANGELES UNIFIED SCHOOL DISTRICT**

In accordance with Article XVIII, Section 1.5 of the UTLA-LAUSD Agreement, the parties have met and consulted regarding the current variance from the class size restrictions in the Agreement relating to the 2015-2016 school year.

The parties agree to the following terms for the 2015-2016 school year:

1. Class Size

The following class size averages shall be maintained by each school site:

Type of School	Grade Levels	2015-16 Average Class Size	2015-16 Maximums
PHBAO	TK-3	24.00	27
PHBAO	4-5(6)	30.50	34
PHBAO Academic	(6) 7-8	34.00	37
PHBAO Academic	9-10	34.00	37
PHBAO Non-Academic	(6) 7-8	42.50	46
PHBAO Non-Academic	9-10	42.50	46
PHBAO Academic & Non-Academic	11-12	42.50	46
Desegregated Receiver	TK-3	24.00	27
Desegregated Receiver	4-5 (6)	36.00	39
Desegregated Receiver Academic	(6) 7-8	39.50	43
Desegregated Receiver Academic	9-10	39.50	43
Desegregated Receiver Non-Academic	(6) 7-8	42.50	46
Desegregated Receiver Non-Academic	9-10	42.50	46
Desegregated Receiver Academic & Non-Academic	11-12	42.50	46

Additional non-norm resources have been allocated to reduce 8th and 9th grade English Language Arts and Mathematics classes by 2 students.


The problem solving process described in Article XVIII, Section 4.0 of the UTLA-LAUSD Agreement shall be applicable for any violation of the above averages and maximums.

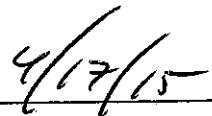
- For the 2015-2016 academic year, the District and UTLA share the goal of achieving a secondary school counseling services ratio of 500-1. Progress toward this goal shall be measured by considering the aggregate of positions District-wide, regardless of type of secondary school or funding source (centrally normed, LCFF, school determined, categorical funds, grants, etc.). Progress toward that goal shall be reviewed by the Superintendent and the Class Size Task Force.
- For the 2015-2016 academic year, \$13 million in additional non-normed resources shall be allocated to increase secondary school counseling services.

4. Assignment of Displaced Teachers for 2015-16

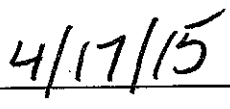
The District shall make a reasonable effort to accommodate employee assignment requests, with a primary objective of placement in the same education service center as their previous assignment or a geographically contiguous education service center. In order to facilitate the placement of Displaced Teachers into regular school openings, the District shall proceed as follows:

- a. Effective immediately, the District shall post lists of current and anticipated vacancies, and lists of currently displaced teachers. Both lists shall be sorted by geographic area and credential authorization(s).
 - b. Teachers and schools may contact one another regarding interviews and selection for placement by mutual consent.
 - c. In anticipation of an eventual mandatory placement, teachers may inform Human Resources of their preferences for assignment by area and/or school.
 - d. During the week of June 8-12, 2015, Human Resources shall coordinate mandatory assignment of remaining displaced teachers to appropriate remaining vacancies. During this period, teachers may decline one (1) such assignment, provided that an appropriate alternative opening exists.
 - e. Between July 1 and August 3, the mutual consent process described in a-b above shall be repeated.
 - f. During the period of August 3 – 14, 2015, the mandatory placement process described in paragraphs c-d shall be repeated.
 - g. During the post-norm period of the 2015-2016 school year, Human Resources shall coordinate mandatory assignment of remaining displaced teachers to appropriate remaining vacancies. Teachers may decline one (1) such assignment for strictly geographical reasons, provided that an appropriate alternative opening exists at that time.
 - h. Violations of the above assignment procedures shall be subject to Article V grievance procedures.
5. The District shall create a student health services task force including five (5) representatives each from UTLA and LAUSD. The task force shall also include one (1) parent appointee and one (1) community group appointee from each UTLA and LAUSD. The task force shall elect a chair from the appointed members and shall begin meeting no later than September 1, 2015. The task force shall explore and identify options for increasing and improving health services provided to LAUSD students at school sites.
 6. The grievance procedures in Article V of the UTLA-LAUSD Agreement shall be applicable of any violation of assignment procedures in section 4.0 above.


UTLA


Date


LAUSD


Date