

05-17-22	UTLA Proposal
12-08-22	District Counter Proposal
02-15-23	District Counter Proposal
03-06-23	District Counter Proposal

ARTICLE XVIII

CLASS SIZE

1.0 General Provisions: The following general provisions and definitions apply to this Article:
[CCL]

a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered. **[CCL]**

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. **[CCL]**

c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position. **[CCL]**

1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date." As of "norm date" the ~~number of teachers to be assigned to a school shall be based upon the class size maximums as defined in this Article~~ number of students listed in the teacher Allocation Tables and the staffing requirements of this Article.

1.2 For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows: **[CCL]**

a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term. **[CCL]**

b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position, 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. **[CCL]**

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: **[CCL]**

- 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. **[CCL]**
- 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. **[CCL]**

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. **[CCL]**

1.5 **[HOLD] [CCL]**

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~~ consider all reasonable and practical options, up to and including the assignment of additional teachers to meet the class size and staffing requirements of this Article, ~~be utilized consistent with Section 1.3 of this article~~ but shall not have authority to award any monetary relief.

1.7 If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority 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.

2.0 Class Size Averages & Maximums for:

Type of School	Grade Levels	Class Size Averages*	Class Size Maximums <u>2022/23</u>	Class Size Maximums <u>2023/24</u>	Class Size Maximums <u>2024/25</u>
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PHBAO (Predominantly Hispanic, Black, Asian & Other Non-Anglo)	TK - 3	24.00	27	25	23
PHBAO	4 - 5 (6)	27.00	30	28	26
PHBAO Academic	(6) 7 - 8	27.00	30	28	26
PHBAO Academic	9 - 10	27.00	30	28	26
PHBAO Non-Academic	(6) 7 - 8	36.25	39	37	35
PHBAO Non-Academic	9 - 10	35.50	39	37	35
PHBAO Academic & Non-Academic	11 - 12	35.50	39	37	35
Desegregated/Receiver (Schools Governed by the Student Integration Program)	TK - 3	24.00	27	25	23
Desegregated/Receiver	4 - 5 (6)	32.50	36	34	32
Desegregated/Receiver Academic	(6) 7 - 8	32.50	36	34	32
Desegregated/Receiver Academic	9 - 10	32.50	36	34	32
Desegregated/Receiver Non-Academic	(6) 7 - 8	36.25	39	37	35
Desegregated/Receiver Non-Academic	9 - 10	35.50	39	37	35
Desegregated/Receiver Academic & Non-Academic	11 - 12	35.50	39	37	35
<u>Independent Study Programs</u>	<u>TK - 12</u>		<u>30</u>	<u>25</u>	<u>23</u>

*Class size averages shall remain in effect until the 2024/25 school year.

Type of School*	Grade Levels	Class Size Averages**	Class Size Maximums 2022/23	<u>Class Size Maximums 2023/24</u>	<u>Class Size Maximums 2024/25</u>
PHBAO Magnet	TK - 3	24.00	27	<u>25</u>	<u>23</u>
PHBAO Magnet	4 - 5 (6)	27.00	30	<u>28</u>	<u>26</u>
PHBAO Magnet	(6) 7 - 8	27.00	30	<u>28</u>	<u>26</u>
PHBAO Magnet	9 - 12	27.00	30	<u>28</u>	<u>26</u>
All Other Magnet	TK - 3	24.00	27	<u>25</u>	<u>23</u>
All Other Magnet	4 - 5 (6)	29.5	33	<u>31</u>	<u>29</u>
All Other Magnet	(6) 7 - 8	29.5	33	<u>31</u>	<u>29</u>
All Other Magnet	9 - 12	29.5	33	<u>31</u>	<u>29</u>

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

~~Note: See Appendix G & H for separate class size agreements negotiated specifically for the 2015-2016 and 2016-2017 school years.~~

~~**Class size averages shall remain in effect until the 2024/25 school year.~~

Class Size Averages and Maximums for the 2023-2024 and 2024-2025 School years:

- a. On July 1, 2023, class size in academic classes in grades 4-8 shall be reduced by 1 in both average and maximum from the table in section 2.0 above.
- b. On July 1, 2024, Class size in academic classes in grades 9-12 shall be reduced by 1 in both average and maximum from the numbers in section 2.0 above.

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. **[CCL]**

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). **[CCL]**

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 24 students, and in grades 4-6 are to average 35.5 students.
- 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.

2.4 Non-elective Secondary Physical Education classes provided by the Physical Education Department (excluding elective PE classes, team sports, and activity classes such as Band, Pep Squad and Drill Team) are to have a maximum class size of 55. [CCL]

3.0 Distribution of Students Within Grade Levels, Departments and Classes: Grade Level and Department Chairs (add SLC Lead Teachers if applicable) shall, as 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. [CCL]

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) instructional day of each semester work days after the norm day, upon request of an affected teacher(s), the site administrator shall conduct a review of the circumstances causing the violation.~~ If the class size maximums in this Article are exceeded beyond the 10th day of the instructional year Norm Day, the affected teacher may initiate a grievance in accordance with Article V of this Agreement.
- 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. If the class

size maximums in this Article are exceeded beyond the 15th day of the instructional year, the District shall provide daily compensation to the affected teacher for each day in which their class size maximums are violated after the 15th day of the instructional year.

- 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). Teachers with class sizes in violation of the maximums in this Article shall be compensated at their daily per pupil hourly rate (hourly rate of pay divided by the class size maximum) for each hour in which the maximum is violated times the number of students beyond the class maximum.
- 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: For the 2023-2024 school year, The District shall maintain a secondary school counseling services ratio of 350:1 500:1 per secondary school. Once a school has exceeded 10% 50% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 1250 735 students would have 2 secondary counselors, while a middle school or high school with 1251 736 students would have 3 secondary counselors). For the 2024-2025 school year and beyond, the District shall maintain a secondary school counseling service ratio of 300:1 per secondary school. Once a school has exceeded 10% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 630 students would have 2 secondary counselors, while a middle school or high school with 631 students would have 3 secondary counselors).

5.1 Teacher Librarian Services: The District shall provide one (1) full-time Secondary Teacher Librarian, five (5) days per week, for every library facility located on a secondary school campus and one (1) full-time Elementary Teacher Librarian, five (5) days per week for every elementary school campus with more than 250 students. Elementary School Campuses with under 250 students shall receive one (1) half time Elementary Teacher Librarian for an equivalent of 2.5 days. Span schools shall continue to receive library services from the Secondary Teacher Librarian. Under no circumstances shall this provision result in a reduction in the number of Library Aides at elementary campuses at the time of this Agreement.

5.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school. **[CCL]**

5.3 In the event that the District is not able to meet the obligations of Sections 5.0-5.2 of this Article by October 1st of each school year, if UTLA files a grievance for alleged violations of those Sections, the grievance will be immediately placed into abeyance for a period of thirty (30) days in order to allow the parties to explore options to resolved the alleged violation. Those options include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.

a. The parties may mutually agree to extend the 30-day abeyance window.

b. If the parties are unable to resolve the dispute informally during the abeyance period, UTLA shall be allowed to resume the grievance process.

~~5.3 PSW Services: For the 2023-2024 school year, the District shall maintain a PSW to student ratio of 400:1 per school. Once a school has exceeded 30% of the ratio, an additional PSW shall be provided to the school by the District (example: a school with 920 students would have 2 PSWs, while a school with 921 students would have 3 PSWs). For the 2024-2025 school year and beyond, the District shall maintain a PSW to student ratio of 350:1 per school. Once a school has exceeded 30% of the ratio, an additional PSW shall be provided to the school by the District (example: a school with 805 students would have 2 PSWs, while a school with 806 students would have 3 PSWs).~~

~~5.4 PSA Services: For the 2023-2024 school year, the District shall maintain a PSA to student ratio of 400:1 per school. Once a school has exceeded 30% of the ratio, an additional PSA shall be provided to the school by the District (example: a school with 920 students would have 2 PSAs, while a school with 921 students would have 3 PSAs). For the 2024-2025 school year and beyond, the District shall maintain a PSA to student ratio of 350:1 per school. Once a school has exceeded 30% of the ratio, an additional PSA shall be provided to the school by the District (example: a school with 805 students would have 2 PSAs, while a school with 806 students would have 3 PSAs).~~

~~5.5 Psychologists Services: For the 2023-2024 school year, the District shall maintain a District-wide aggregate Psychologist to student ratio of 400:1. For the 2024-2025 school year and beyond, the District shall maintain a District wide aggregate Psychologist to student ratio of 350:1.~~

~~5.6 College Counseling Services: District shall provide a college counselor to every high school with at least 350 students.~~

~~5.7 The District shall provide one (1) new off-norm elective teacher for every secondary school for the 2023-2024 and 2024-2025 school years.~~

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). **[CCL]**

7.0 Special Education: See Article XXII, Sections 1.0 - 2.0 **[CCL]**

8.0 Class Size Task Force: A Class Size Task Force, comprised of five (5) UTLA appointees and five (5) LAUSD appointees, one (1) parent appointed by UTLA, and one (1) parent appointed by LAUSD, shall be established and maintained. The Task Force shall: **[CCL]**

a. Meet quarterly during District business hours, unless Task Force members mutually agree to schedule additional meetings at other intervals or times. District employees appointed to the Task Force shall be released from their regular employee duties at no loss of salary or benefits. **[CCL]**

b. Receive a monthly report from the District showing K-12 class sizes, including special education caseloads, for all LAUSD K-12 school sites. **[CCL]**

c. Review the monthly reports and identify patterns deserving further attention and analysis. **[CCL]**

d. Review all approved waivers related to class size averages and/or maximums. **[CCL]**

e. Explore options and strategies for reducing class sizes in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions. **[CCL]**

f. These subject matters to be discussed by the Task Force may include matters of consultation or permissive bargaining, as well as matters that fall within the scope of mandatory bargaining. However, the Task Force shall not have authority to engage in bargaining, reach agreements or make joint reports/recommendations. Task Force members shall report back to their respective bargaining teams in an advisory capacity. **[CCL]**

11.0 ~~Secondary Counselor Reassignment [to Teaching Position]: Counselors who are reassigned [to a classroom teaching position] shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request or a failure to adhere to the seniority provision outlined below 11.1 shall be grievable.~~

~~11.1 Counselor Displacement from School Sites: Displacement from school sites or reassignment [to a classroom teaching position] of Secondary Counselors shall be in~~

~~order of district seniority. Possession of a teaching credential shall not be a factor for consideration in this scenario.~~