

**LOS ANGELES UNIFIED SCHOOL DISTRICT-ASSOCIATED ADMINISTRATORS LOS ANGELES
TENTATIVE AGREEMENT
2022-2025**

This Tentative Agreement is made and entered into this 13th day of July, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and Associated Administrators Los Angeles (AALA).

Pursuant to the parties' 2020-2023 collective bargaining Agreement, the District and AALA have met and negotiated in good faith and have completed their negotiations for this 2022-2025 Agreement. This 2022-2025 Agreement is the successor to the parties 2020-2023 Agreement and is the final resolution to all matters associated with that Agreement. The parties agree as follows:

A. INCORPORATION OF PREVIOUS TERMS:

All articles and provisions of the parties' 2020-2023 Agreement, together with previous amendments, supplements, Memorandum of Understanding (MOU) and sideletters are to be combined with the terms of this Agreement to form the 2022-2025 Agreement. The parties' will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.

B. COMPENSATION:

i. 2022-2023 Salary Increase:

- a. Based on the salary table effective July 1, 2022, all AALA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- b. A \$20,000 Nurse Administrative Market Equity Increase applied to the appropriate steps/columns (Specialists – 37E, Coordinator - 39A , Assistant Director - 42 A and Director – 45 A) prior to the raise in section B(1)(c) being applied to the newly developed Nurse Administrative Salary Table effective January 1, 2023.
- c. Based on the salary table effective January 1, 2023, all AALA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

ii. 2023-2024 Salary Increase:

- a. Based on the salary table effective July 1, 2023, all AALA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- b. Based on the salary table effective January 1, 2024, all AALA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

iii. **2024-2025 Salary Increase:**

- a. Based on the salary table effective July 1, 2024, all AALA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- b. Based on the salary table effective January 1, 2025, all AALA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

C. **ADDITIONAL AGREEMENTS:**

1. Article VII – Evaluation and Due Process

D. **Term of Agreement:** This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2025, and thereafter extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. This Agreement is the final resolution to the parties' 2020-2023 Agreement. There shall be reopener negotiations as follows:

1. **Negotiations for Successor Agreement:** Negotiations for the successor agreement to this Agreement shall commence at the request of either party any time after January 1, 2025.

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

Date of Agreement: July 13, 2023

Los Angeles Unified School District

Associated Administrators Los Angeles

By: Anthony Di Grazia
Anthony Di Grazia
Director of Labor Relations

By: Nery X. Paiz
Nery X. Paiz
AALA President

Adopted and approved by the LAUSD Board of Education on _____, 2023.

By: _____
Jackie Goldberg, President
LAUSD Board of Education

AALA Initial Proposal – 5-31-2023
District Counter – 6-21-2023
District Counter – 7-13-2023 (Corrected)

QA
T.A. Nijby 7/13/2023

COMPENSATION:

2022-2023 Salary Increase:

- a. Based on the salary table effective July 1, 2022, all AALA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- b. A \$20,000 Nurse Administrative Market Equity Increase applied to the appropriate steps/columns (Specialists – 37E, Coordinator - 39A , Assistant Director - 42 A and Director – 45 A) prior to the raise in section B(1)(c) being applied to the newly developed Nurse Administrative Salary Table effective January 1, 2023.
- c. Based on the salary table effective January 1, 2023, all AALA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

2023-2024 Salary Increase:

- a. Based on the salary table effective July 1, 2023, all AALA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- b. Based on the salary table effective January 1, 2024, all AALA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

2024-2025 Salary Increase:

- a. Based on the salary table effective July 1, 2024, all AALA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- b. Based on the salary table effective January 1, 2025, all AALA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

T. A. [Signature] 7/13/23
[Signature]

ARTICLE VII

EVALUATION AND DUE PROCESS

1.0 Performance Evaluation and Professional Development

1.1 General: The purposes of these procedures are to improve performance through the evaluation process, promote accountability, and encourage professional growth in order to improve the quality of educational services provided by the employee. They are also meant to provide reasonable assistance to employees whose performance is less than satisfactory. **[Current Contract Language (CCL)]**

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

1.3 Frequency of Evaluation: Employees shall be evaluated at least once during each of the first two school years of service within the classification to which assigned, and except as provided below, at least every other school year thereafter. An employee may be evaluated any school year if deemed appropriate by the immediate administrator. Upon request, an employee to be re-evaluated in successive years shall be given a written explanation as to the reason(s) for such action. An employee shall be evaluated in a given year if for the prior year the employee received a ~~"below standard rating"~~ "Ineffective" rating in any area or element dimension of the evaluation. In the case of permanent employees who have been employed by the District for at least 10 years, and who have continuing status in the class, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:

a. The term of the extension shall be provided in writing to the employee by the evaluator.

b. Such arrangement for an evaluation beyond the two-year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.

c. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given

Article VII – Evaluation and Due Process

later than the date that the newly reinstated evaluation procedures are to begin.

d. Because the Education Code (Section 44664) makes these evaluation frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this agreement.

1.4 Areas of Evaluation for certificated management/supervisory personnel are specific ~~dimensions~~ performance standards found in the School Leadership Framework, Principal Supervisor Leadership Framework, and the School Support Administrator Framework. The Standards, Components, and Elements of effective practice have been identified by Human Resources and include: Leadership and Professional Growth; Change Management and Vision; Professional Development, Leadership Capacity, and Instruction; Culture of Learning; Advocacy, Collaboration, and Community Engagement; and Accountability, Systems and Operations. The focus elements shall include: three unified focus elements to be identified by the District on a District-wide basis; and one or two cooperatively established elements. ~~approved by the Human Resources Division, such as oral communication, written communication, analysis, judgment, decisiveness, extra-organizational sensitivity, development of staff members, leadership and influence, instructional leadership, planning and organizing, delegation and follow-up, and initiative/innovativeness.~~ An employee's final evaluation ~~also~~ shall include an overall evaluation rating, including but not limited to progress towards the District Unified Focus Elements, selected Growth Elements, punctuality, and attendance. ~~established District objectives and the record of punctuality and attendance.~~

1.5 Measures of Evaluation: Each ~~elements~~ and the overall evaluation shall be rated. Measures of evaluation shall be "Highly Effective", "Effective", "Developing", and "Ineffective" ~~"meets standard performance" or "below standard performance."~~

1.6 Areas for Professional Development: In recognition of the fact that even superior employees can benefit from further growth and development, every employee shall engage in professional development. An area(s) for development shall be cooperatively established for each employee which will serve as a special focus for development efforts.

2.0 Initial Growth Planning - Establishment of Objectives: The evaluator is responsible for initiating the evaluation process by ~~furnishing~~ notifying the evaluatee ~~with of the Initial Growth Planning Sheet~~ and provide a copy of applicable bulletins and guidelines for performance evaluation. The evaluatee will complete and ~~return~~ submit the Initial ~~Preliminary Sheet~~ Growth Plan to the evaluator via the online evaluation platform by the end of the sixth week of the evaluatee's regular assignment basis. This time limit may only be extended by mutual agreement.

The evaluator shall then arrange an ~~initial planning conference~~ Initial Growth Planning Conference with the evaluatee, scheduled to assure that all planning has been completed by the end of the eighth week of the evaluatee's regular assignment basis, unless

Article VII – Evaluation and Due Process

extended by mutual agreement. In this ~~initial planning conference~~ Initial Growth Planning Conference, the evaluator and evaluatee shall cooperatively plan to establish objectives and related activities (tasks, experiences, projects) that shall:

- a. Relate reasonably to the duties and responsibilities of the job class;
- b. Be consistent with and reinforce the goals and mission of the unit/school/District;
- c. Elicit behavior related to selected elements of the job class;
- d. Focus directly on and emphasize the identified areas for development; and
- e. Provide opportunities for overall professional growth and broadening of experience.

If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may note ~~on the Initial Planning Sheet~~ in the online evaluation platform that the objectives were not the product of mutual agreement. In such cases, the employee's required signature indicates only receipt and acknowledgment of the objectives that will be used for evaluation purposes.

During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification.

3.0 Assessment and Assistance: If performance problems and/or areas of needed improvement are identified, the evaluator shall counsel with the evaluatee, make recommendations for improvement, and offer assistance to help improve the evaluatee's performance. Records shall be made relating to recommendations, assistance given, and advisory conferences, and copies promptly given to the evaluatee for guidance and as a warning to improve performance. [CCL]

3.1 Peer Participation and Support: It is recognized that peer participation and support are an appropriate part of each employee's professional development. Peer support and assistance should continue to be made available to employees. Such support may also be made available to employees as part of an improvement program pursuant to this Section. [CCL]

3.2 Peer Assistance and Review: A process has been developed to provide neutral, non-judgmental and remedial assistance to bargaining unit members for the purpose of improving their performance. See Appendix A for the Peer Assistance program. [CCL]

Article VII – Evaluation and Due Process

4.0 Final Evaluation: The evaluator and evaluatee shall hold a final summary conference to discuss the Final Evaluation Report. The summary conference shall be held, and a copy of the Final Evaluation Report provided to the employee no later than ~~May 10~~ the time frames listed below of the school year in which the evaluation occurs.

Assistant Principals – 4 weeks prior to the last day of instruction for students

Principals – 3 weeks prior to the last day of instruction for students

Principal Supervisors – 2 weeks prior to the last day of instruction for students

School Support Administrators – 5 weeks prior to the end of their basis

This report shall become part of the employee's official District personnel file.

The evaluator shall provide the evaluatee a description of those areas in which performance was rated ~~"below standard"~~ "ineffective" including notation of specific deficiencies, recommended ways to improve performance, and assistance to be given to improve performance. This information shall be attached to the Final Evaluation Report.

4.1 Procedures for Written Response: The evaluatee shall have the right to respond in writing to the performance evaluation within ten working days from date of receipt of the Final Evaluation Report. Such response shall be attached to each copy of the Final Evaluation Report and shall become part of the evaluatee's permanent personnel file.

4.2 Compliance with Policy Bulletins: The evaluator and evaluatee shall comply with all requirements of then-current District policy bulletins pertaining to performance evaluation and professional development. The District retains authority to determine and change the content of such bulletins, but if the bulletin conflicts with this Article, this Article shall prevail. [CCL]

4.3 Rating of Employee Upon Resignation: In the event an employee gives notice of an intention to resign, the employee may request an evaluation on the form for the regular Final Evaluation Report. This evaluation shall be completed prior to the effective date of the resignation, provided the employee has made the request at a time which reasonably permits the evaluator to do so. [CCL]

4.4 Grievances: Evaluation matters are not grievable under Article VII except when the final overall evaluation is ranked ~~"Below Standard"~~ "Ineffective". However, if an overall evaluation of ~~"Meets Standards"~~ "Effective" or "Highly Effective" is issued, but there is a significant disparity between such rating and the composite of negative individual ratings or comments on the form, the evaluation shall be subject to grievance on the same basis as an overall ~~"Below Standard"~~ "Ineffective" evaluation.

Article VII – Evaluation and Due Process

It is acknowledged that many of the above evaluation rules are intended solely as procedural guidelines. In grievances under this Section, it is therefore intended that there be a distinction between harmless procedural errors as compared to violations which materially prejudice the substantive validity and reliability of the evaluation.

5.0 Employee Protections Regarding Personnel Files: The District shall not place in an employee's official District personnel file any document or written material from any source outside the line/staff relationship (including written summary of verbal information) indicating criticism of the employee's performance or character, unless the following procedures have been complied with:

a. Except for unusual circumstances reasonably justifying other handlings, the employee will be furnished a copy of the material within ten (10) days of the immediate Administrator's receipt of the document. The employee shall be given an opportunity to review the communication and to respond in writing within ten (10) days.

b. If after review of the response and other pertinent factors and findings, the District decides to retain the critical material, it may not do so unless the employee's rebuttal statement, if any is offered, is attached to the material.

c. Material that is determined by the District to be irresponsible or trivial may be excluded from the file, but inclusion of material in the file shall not be treated as establishing its truth or validity. Anonymous derogatory correspondence shall not be placed in said file.

d. Exempt from disclosure to the employee are documents which (1) are references obtained from outside the District or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedures, or (3) were obtained in connection with a promotional examination.

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

6.0 Notice of Unsatisfactory Service or Act, and Suspension:

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

Article VII – Evaluation and Due Process

an AALA representative or any other person of the employee's choice so long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the conference.

b. When an administrator has a conference with an employee where it is evident at the time the meeting is scheduled that the employee is the focus of possible disciplinary action, the employee shall be notified of the purpose of the meeting before the meeting takes place, and that it is the employee's right to be accompanied and represented by an AALA representative or any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, the right shall not extend to routine conferences or to any conference conducted under the evaluation procedures except for a final conference involving a ~~"Below Standard"~~ "Ineffective" rating. The concept of "progressive discipline" is to be generally applicable, but with the understanding that circumstances may make progressive discipline inappropriate. The prohibition of disparate treatment is also generally applicable but with the understanding that reasonable diversity and local practice are to be expected. Following the issuance of a Notice of Unsatisfactory Service/Act(s) and/or Suspension, the employee shall be provided with assistance and guidance.

c. Suspensions are subject to the following limitations:

1. If the suspension is for more than three days, the imposition of the fourth and succeeding days shall be deferred until the suspension has become final (i.e., when the grievance process, if invoked, has been completed); and
2. The salary effects of suspension without pay shall be deferred until the suspension has become final.

d. A Notice of Unsatisfactory Service or Act(s) and/or Suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act(s) and/or Suspension was issued.

e. Subject to the provisions of this article, the underlying facts of any pre-disciplinary documents utilized in a Notice of Unsatisfactory Service/Act(s) and/or Suspension shall not be deemed valid unless so proven or not contested by the employee.

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

g. The recipient of such Notice of Unsatisfactory Service/Act(s) and/or

Article VII – Evaluation and Due Process

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

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

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

- a. Voluntary transfers
- b. Acting as a peer assistance representative or Mentor for the District or AALA
- c. Permissive leaves
- d. Summer School assignments
- e. Extra pay assignments

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

- a. The Notice of Unsatisfactory Service/Act(s) and/or Suspension was issued not more than four years prior to the examination’s filing deadline.
- b. In the event that a grievance (pursuant to Article VIII of the District - AALA Agreement) relating to a Notice of Unsatisfactory Service/Act(s) and/or Suspension issued to a promotional candidate is in progress, the Notice shall not be included in the examination process pending the final resolution of the grievance. The candidate shall participate in all phases of the examination

Article VII – Evaluation and Due Process

for which qualified, but shall not be placed on the eligible list until the grievance is resolved.

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

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

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

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

9.0 - 12.0 - CCL

T.A.
Nij
7/13/2023



Los Angeles Unified School District

OFFICE OF THE GENERAL COUNSEL

OFFICE OF LABOR RELATIONS

333 S. Beaudry Avenue, 20th Floor, Los Angeles, CA 90017

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

ALBERTO M. CARVALHO

Superintendent

DEVORA NAVERA REED

General Counsel

ANTHONY DIGRAZIA

Director

July 13, 2023

Nery Paiz, President
Associated Administrators of Los Angeles
1910 W. Sunset Blvd., Suite 850
Los Angeles, CA 90026

RE: Joint Salary Compression Committee

Dear Mr. Paiz:

The purpose of this Sideletter is to memorialize the agreement between the Los Angeles Unified School District ("District") and Associated Administrators Los Angeles ("AALA"), during the 2023-2024 school year, the District and AALA shall form a Joint Salary Compression committee comprised of six (6) members, three (3) appointed by AALA and three (3) appointed by the District. The committee shall meet no less than four times during the 2023-2024 school year to review the compression issues raised by AALA.

The provisions of this Sideletter shall remain in effect until June 30, 2024 after which time it will sunset.

Sincerely,


Anthony DiGrazia, Director
Office of Labor Relations

IT IS SO AGREED: _____


Nery X. Paiz, President


Date

c: Frank Serrato