

**LOS ANGELES UNIFIED SCHOOL DISTRICT-UNITED TEACHERS LOS ANGELES
TENTATIVE AGREEMENT
2019-2022**

This Tentative Agreement is made and entered into this 22nd day of January, 2019 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 2019-2022 Agreement. This Agreement is the successor to the parties' 2014-2017 and 2017-2019 Agreements and is the final resolution to all matters associated with those Agreements. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2014-2017 and 2017-2019 Agreements, together with previous amendments, supplements, MOUs and sideletters are to be combined with the terms of this Agreement to form the 2019-2022 Agreement. The parties' will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.

- B. Additional agreements:
 - 1. Article I – Recognition
 - 2. Article IV- UTLA Rights
 - 3. Article V – Grievances
 - 4. Article IX – Hours, Duties and Work Year
 - 5. Article XI – Transfers
 - 6. Article XII – Leaves and Absences
 - 7. Article XIV – Salaries
 - 8. Article XVIII – Class Size and Staffing
 - 9. Article XIX – Substitute Employees
 - 10. Article XXI – Adult and Career Education
 - 11. Article XXII – Multitrack School
 - 12. Article XXV – Academic Freedom and Responsibility
 - 13. Article XXXI – Miscellaneous
 - 14. New Article – Special Education
 - 15. New Article – School Accountability
 - 16. Adult Education Assignment MOU
 - 17. Adult Education, Early Education and ROC/ROP Pay Equity Task Force
 - 18. Adult Education Salary Step
 - 19. Immigrant Student Support
 - 20. Exemption for Administrative Searches
 - 21. Community Schools
 - 22. Green Spaces

- C. As part of the parties overall agreement for a successor collective bargaining agreement, the parties agree to withdraw and/or dismiss, as applicable, with prejudice any and all pending PERB charges/complaints and California Superior Court lawsuits related to the parties' 2016-17 school year reopener negotiations, successor collective bargaining negotiations, and/or UTLA's strike, including but not limited to:

1. PERB Case No. LA-CO-1760-E
2. PERB Case No. LA-CO-1766-E
3. PERB Case No. LA-CO-1767-E
4. PERB Case No. LA-CE-6268-E
5. PERB Case No. LA-CE-6391-E
6. PERB Case No. LA-CE-6401-E
7. PERB Case No. LA-CE-6404-E
8. PERB Case No. LA-CA-6406-E
9. PERB Case No. LA-CE-6415-E
10. PERB Case No. LA-CE-6419-E
11. PERB Case No. LA-CE-6435-E
12. PERB Case No. LA-CE-6436-E
13. PERB Case No. LA-CE-6439-E
14. PERB Case No. LA-CE-6440-E
15. PERB Case No. TBD; filed January 14, 2019, electronically served on District on January 12, 2019
16. Los Angeles County Superior Court Case No. 19STCV00518
17. Los Angeles County Superior Court Case No. 19STCV00534

The parties agree to, as applicable, withdraw and/or dismiss all such matters within three days of the full ratification of the parties' successor collective bargaining agreement.

The District agrees that it shall not seek to add UTLA as a party in the following litigation, or otherwise pursue any relief of any kind against UTLA with respect to the following action:

Smith v. LAUSD (Cal. Central District Case No. 93-cv-07044)

Both the District and UTLA agree not to file any other unfair practice charges with PERB or lawsuits/complaints with a court of competent jurisdiction related to the parties' 2016-17 school year reopener negotiations, successor collective bargaining negotiations, and/or UTLA's strike.

- D. The parties agree that they have completed and are closing out reopener negotiations for the 2016-17 school year.
- E. Term of Agreement: This Agreement shall be for a term of three (3) years (2019-2020 through 2021-2022). 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, 2022 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 2021-2022 school years as follows:

1. 2020-2021 Reopeners: Effective January 1, 2020, the parties may reopen salary plus two (2) articles each, with the understanding that it is the District's intent to use one of its reopeners to address retiree health benefits issues.
2. 2021-2022 Reopeners: Effective January 1, 2021, the parties may reopen salary plus two (2) 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: 1/02/19

Los Angeles Unified School District

By: 
Austin Beutner
Superintendent

United Teachers Los Angeles

By: 
Jeff Good
Executive Director

Adopted by the Board of Education on _____, 2019.

By: _____
Monica Garcia
Board President

TA as part of an
overall agreement.

JG
Pres
1-20-19

Previous Proposals:

7/19/17 – UTLA Initial
2/15/18 – District Counter
06/01/18 – UTLA Counter
07/24/18 – UTLA Counter
01/07/19 – District Counter
01/07/19 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES
JANUARY 11, 2019**

**ARTICLE I
RECOGNITION**

1.0 The Unit: Pursuant to applicable California statutes and regulations, UTLA has been certified as the exclusive representative for the following employees of the District:

Included: Certificated employees, except those excluded in Section 1.1 who are in the broad classification of Teacher; Instructor; Library Media Teacher; Counselor; Adviser; Audiologist; Audiometrist; Hygienist; Non-classroom Assignment, Preparation Table; Non-school Assignment, Preparation Table; Nurse; Optometrist; Psychologist; Social Worker; Teacher-Adviser; Teacher-Counselor; Therapist; or Driver Safety Instructor.

<u>Job Number</u>	<u>Job Title</u>
<u>12300472</u>	<u>School Audiometrist</u>
<u>19100555</u>	<u>Speech and Language Pathologist</u>
<u>12200511</u>	<u>School Psychologist</u>
<u>13200500</u>	<u>Temporary Advisor</u>
<u>12200569</u>	<u>Psychiatric Social Worker</u>
<u>12200543</u>	<u>Pupil Service and Attendance Counselor</u>
<u>12300481</u>	<u>Occupational Therapist</u>
<u>19100486</u>	<u>Assistive Technology Assessment</u>
<u>12300476</u>	<u>Audiologist</u>
<u>12300473</u>	<u>Audiometrist</u>
<u>12300446</u>	<u>Organizational Facilitator</u>
<u>12300460</u>	<u>Nurse Practitioner</u>
<u>12200817</u>	<u>Young Adult Counselor</u>

<u>11100858</u>	<u>Orientation and Mobility Instructor</u>
<u>13200469</u>	<u>Instructional Technology Application Facilitator</u>
<u>13200445</u>	<u>Work Experience Advisor</u>
<u>13400860</u>	<u>Officer JROTC (Junior Reserve Officers' Training Corps) Program Coordinator</u>
<u>12300484</u>	<u>School Therapist Coordinator</u>
<u>12300490</u>	<u>Optometrist</u>
<u>11100841</u>	<u>Senior JROTC (Junior Reserve Officers' Training Corps) Instructor</u>
<u>13400576</u>	<u>Transition Teacher Coordinator</u>
<u>11100840</u>	<u>JROTC (Junior Reserve Officers' Training Corps) Instructor</u>
<u>12300479</u>	<u>Physical Therapist</u>
<u>12300526</u>	<u>Recreational Therapist</u>
<u>12300483</u>	<u>Senior Therapist</u>
<u>12300474</u>	<u>Senior Educational Audiologist</u>
<u>12100589</u>	<u>Coordinating Field Librarian</u>
<u>11200806</u>	<u>Adult Substitute (Day to Day)</u>
<u>11100805</u>	<u>Adult Academic Instructor</u>
<u>11100829</u>	<u>Regional Occupational Contract (ROC) Teacher</u>
<u>13200826</u>	<u>Adult Education Advisor</u>
<u>11100803</u>	<u>Adult English as a Second Language Teacher</u>
<u>12200864</u>	<u>Adult Counselor</u>
<u>13200828</u>	<u>Adult Resource Regional Occupational Contract (ROC) / Regional Occupational Program (ROP) Adviser</u>
<u>11100808</u>	<u>Adult Teacher Parenting & Family Life</u>
<u>11100809</u>	<u>Adult Teacher Program for Older Adults</u>
<u>11100804</u>	<u>Adult Teacher Adults with Disabilities</u>
<u>13200827</u>	<u>Adult Resource Non-school Assignment Adviser</u>
<u>11100838</u>	<u>Adult Teacher Public or Private Contract</u>
<u>11207046</u>	<u>Early Education Substitute (Day to Day)</u>
<u>11107043</u>	<u>Early Education Teacher</u>
<u>11100761</u>	<u>Teacher Development Child Permit</u>
<u>11100782</u>	<u>Home School Teacher</u>
<u>11100790</u>	<u>Resource Specialist Program Teacher</u>
<u>11100731</u>	<u>Elementary Teacher</u>

<u>11100740</u>	<u>Special Education Teacher K-12</u>
<u>11100736</u>	<u>Secondary Teacher</u>
<u>11200762</u>	<u>Elementary Substitute (Day to Day)</u>
<u>11100777</u>	<u>Elementary Traveling Music Teacher</u>
<u>19100706</u>	<u>Non-Classroom Preparatory Assignment</u>
<u>12200533</u>	<u>Secondary Counselor</u>
<u>11200763</u>	<u>Secondary Substitute (Day to Day)</u>
<u>11100846</u>	<u>Secondary Instructional Coach</u>
<u>13200707</u>	<u>Non-School Preparatory Assignment</u>
<u>11100757</u>	<u>Transition Services Teacher</u>
<u>13400705</u>	<u>Non-School Preparatory Assignment</u>
<u>19100704</u>	<u>Categorical Program Advisor</u>
<u>11100843</u>	<u>Elementary Instructional Coach</u>
<u>11100778</u>	<u>Adapted Physical Education Teacher K-12</u>
<u>11100700</u>	<u>Temporary Non-Public School Teacher</u>
<u>12100591</u>	<u>School Library Media Teacher</u>
<u>12300461</u>	<u>School Nurse</u>
<u>19100780</u>	<u>Temporary Resource Teacher</u>
<u>19102706</u>	<u>Non-Classroom Support Services Assignment</u>
<u>12200506</u>	<u>Least Restrictive Environment Counselor</u>
<u>19100787</u>	<u>Peer Assistance and Review (PAR) Consulting Teacher</u>
<u>11100753</u>	<u>Mathematics Foundational Teacher</u>
<u>11100781</u>	<u>Categorical Limited Contract Teacher</u>
<u>12300464</u>	<u>Nurse Substitute (Day to Day)</u>

...

JG TA as part of an
overall agreement.
1-26-19

PREVIOUS PROPOSALS:

4/20/17 – UTLA Initial
5/4/17 – District Counter
5/4/17 – UTLA Initial
5/25/17 – District Counter
6/20/17 – District Counter
9/15/17 – District Initial
10/12/17 – UTLA Counter
01/12/18 – District Counter
02-01-18 – District Counter
04-12-18 – UTLA Counter
04-26-18 – District Counter
06-01-18 – UTLA Counter
07-24-18 – District Counter
1-07-19 – District Counter
1-07-19 – UTLA Counter
1-11-19 – District Counter
1-17-19 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES
JANUARY 20, 2019**

**ARTICLE IV
UTLA RIGHTS**

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8.0 UTLA Chapter Chairpersons: At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair (see also Section 8.3). ~~In year round schools UTLA may also designate one employee to serve as Chapter Chair during the periods of time when the Chapter Chair is off track. To facilitate communication, they shall meet together with the site administrator whenever reasonably possible.~~ At the school sites the UTLA Chapter Chair is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and the District. The Chapter Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

- a. Upon request of an employee, have the right to represent the employee in grievance meetings as expressly provided in Article V, Section 2.0, and in meetings relating to discipline as expressly provided in Article X, Section 11.0 e.

b. When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed.

c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;

d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.

e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;

f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).

g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.

h. Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;

i. Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.

j. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Education and UTLA), when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty;

k. Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair; and

l. Have the rights set forth in Article XXVII - Shared Decision Making and School-Based Management.

8.2 With regard to local site decisions which are reflected in the following documents forwarded to regional Local District or central District offices (e.g., Chapter 1 local school budgets under the purview of committees on which UTLA members are eligible to participate, changes in daily school schedules, school-based waiver applications, and school conversions, changes in school calendar such as year-round school plans) the following procedures shall apply:

a. Written disclosure to the faculty of the proposed plan or change, with at least five seven (57) working days of review time provided prior to the documents being submitted to the Local District or central District offices, except in emergencies;

b. Upon request of the Chapter Chair, the site administrator shall have the right to consult with the administrator Chapter Chair regarding the content of the document;

c. If the document provides for a faculty signature, The document(s) shall include space for the Chapter Chair or designee of the Chapter Chair shall sign, indicating whether the procedures set forth in a. and b. above have been followed; determine whether the document will be signed;

d. The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.

Exempt from the above procedures are personal matters, confidential matters, and other matters, which do not generally involve changes in the basic working conditions of the entire faculty

8.3 Itinerant Chapter Chairs

~~The District shall recognize one Chapter Chair District wide for each major employment category which is non-school based (one each for School Psychologists, PSA Counselors, Nurses, Itinerant Special~~

~~Education personnel, Non Public School personnel and one for all other miscellaneous classifications combined).~~ Substitutes shall have three Chapter Chairs, one for each of the three (3) calling areas.

- a. The District shall recognize one Chapter Chair for each Local District, or similar governance structure, for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech and Language Pathologists, Occupational & Physical Therapists, and Visual and Performing Arts (VAPA) educators.
- b. The District shall recognize up to six (6) Chapter Chairs for Substitutes.
- c. The District shall recognize one (1) Chapter Chair District-wide for each of the other itinerant employment categories.
- d. UTLA shall annually provide written notification to the District Office of Labor Relations identifying the bargaining unit members serving in itinerant and Substitute Chapter Chair positions.
- e. For any District-wide or Local District-wide meeting convened by the District for itinerant employees or Substitute employees, a representative Itinerant Chapter Chair or Substitute Chapter Chair shall have the right to propose agenda items for such meetings. One representative Itinerant Chapter Chair or Substitute Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.

Activities of these new Chapter Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d.

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UNITED TEACHERS LOS ANGELES

Bargaining Proposal

October 4, 2017

OCT 04 2017

ARTICLE V – GRIEVANCES

7.0 UTLA rejects the LAUSD proposal for Section 7.0.d, as submitted on July 19, 2017.

TA on 12.0 only J6 AI VK

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. The list (alphabetized by last name) shall be created from a list of no more than eight (8) names submitted by each of the parties no later than June 15th of each school year to be in effect July 1st through June 30th of the following school year. The list shall have a minimum of twelve (12) but no more than sixteen (16) names. UTLA and the District may by mutual written agreement revise the list. ✓

- | | |
|---------------------|---------------------|
| 1. Richard Anthony | 8. Isabel Gunning |
| 2. Irene Ayala | 9. Joe Henderson |
| 3. Bonnie Bogue | 10. Kenneth Perea |
| 4. Doug Collins | 11. Michael Prihar |
| 5. Walter Dougherty | 12. Terri Tucker |
| 6. Wayne Estes | 13. Barry Winnograd |
| 7. Joseph Gentile | 14. Louis Zigman |

If the arbitrator selected cannot be available for hearing within sixty days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty days. Once selected, the arbitrator shall serve as the Chairperson of a three-member arbitration panel, with the other two members to be appointed directly by the District and UTLA respectively. All decisions and rulings will be made by majority decision of the panel.

JG
RS
1-22-19
6:02 AM

PREVIOUS PROPOSALS:

06/01/17 – UTLA Initial
06/20/17 – District Counter
10/12/17 – UTLA Counter
03/01/18 – UTLA Counter
04/12/18 – District Counter
06/01/18 – UTLA Counter
07/24/18 – UTLA Counter
01/07/19 – District Counter
01/07/19 – UTLA Counter
01/17/20 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES
JANUARY 22, 2019**

**ARTICLE IX
HOURS, DUTIES AND WORK YEAR**

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3.2 EEC Teachers: Full-time Early Education Center teachers are to have a daily on-site obligation of eight (8) hours, although it is understood that split shifts are permitted. Also, it is understood that assignments need not be limited to one location. (See also Article XXIII, Early Education Centers).

a. For full-time employees, their on-site obligation of eight (8) hours is inclusive of a thirty (30) minute duty-free lunch period.

b. For all Early Education Center teachers, their wages are inclusive of and recognize the professional duties performed on- or off-site.

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6.1 Secondary ROC/ROP Weekly Preparation Time: Beginning with the 2019-20 school year, teachers serving under a Regional Occupational Center/Regional Occupational Program (ROC/ROP) Contract in Secondary Schools and teaching classes six (6) periods during the instructional day shall be assigned ten (10) additional hours per month for professional duties including preparation for class, collaborative planning and conferences with parents, students and staff members.

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J6

HP
1-22-19

Article XI - Transfers

18.1 If a school applies to be converted from a traditional program to a Magnet School, procedures delineated by District policy, including a majority vote of the staff, shall be followed prior to submission of the application. Alleged violations of the policy or this Section are not grievable under Article V.

18.2 Upon Board of Education approval, all teachers at the school to be converted will be notified no less than one calendar year prior to the Opening of the new Magnet School. Teachers at the school to be converted may seek specialized training in the theme or focus area(s) of the magnet in order to make them priority candidates for selection and/or seek a voluntary transfer.

TA as part of an
overall agreement.

J6
(K)
1-20-19

PREVIOUS PROPOSALS:

04/20/17 – UTLA Initial
05/04/17 – District Counter
08/21/17 – District Initial
10/04/17 – UTLA Counter
04/12/18 – UTLA Counter
06/01/18 – District Counter
06/01/18 – UTLA Counter
07/24/18 – UTLA Counter
01/07/19 – District Counter
01/07/19 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES
JANUARY 18, 2019**

**ARTICLE XII
Leaves and Absences**

10.0 Pregnancy and Related Disability (Paid and Unpaid):

10.1 Paid Disability Absence: For that period of time during which the employee (including temporaries and substitutes) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her illness absence pursuant to Section 12.0 of this Article.

10.2 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave (or, in the case of substitutes or temporaries, an unpaid absence) and still qualify for paid absence during the period of disability. This is the only exception to the general rule that paid leaves may only be taken from active status.

10.3 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. District forms for such certifications, and application forms, shall be available at each site.

10.4 Parental Leave: In accordance with California Education Code section 44977.5, an eligible employee may take leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the

employee. To be eligible for the leave, an employee does not have to have worked 1,250 hours in the previous 12 months, but must have been employed for 12 months by the District.

- a. While on parental leave, an employee must use all his/her accumulated illness/sick leave for a period of up to twelve workweeks. Once the employee has exhausted his/her accumulated illness/sick leave, for the remainder of the twelve workweek period, the employee will receive 50% of his/her salary.
- b. An employee shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- c. The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- d. Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to the FMLA and CFRA.
- e. Substitute and temporary employees are not eligible for parental leave.

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20.0 Substitute Leave: A substitute leave ~~shall~~ may be granted to a permanent employee for a period not to exceed one year to allow service as a substitute in accordance with District need. Such an employee will be paid as specified in Article XIX. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will ~~be placed on a personal leave~~ have the substitute leave cancelled and full-time service will be required. Applications must be on file in the Personnel office by ~~April~~ March 15 for the ~~fall semester and by November 15 for the spring semester~~ upcoming school year.

21.0 Half-Time Leave:

[No Change]

RS
1-22-19
9:21 AM

JG

PREVIOUS PROPOSALS:

05/25/17 – UTLA Initial (Salaries)
06/20/17 – District Initial (NBC Teachers)
06/20/17 – District Counter (Salaries)
08/21/17 – District Initial (457(b) & Payroll Errors)
10/04/17 – UTLA Counter (457(b), Payroll Errors & NBC Teachers)
10/12/17 – UTLA Counter (All)
11/02/17 – UTLA Counter (Salaries)
11/13/17 – District Counter (NBC Teachers)
11/30/17 – District Counter (Salaries, 457(b) & Payroll Errors)
03/15/18 – UTLA Counter (All)
04/12/18 – District Counter (All)
06/01/18 – UTLA Counter (All)
07/24/18 – UTLA Counter (All)
07/24/18 – District Counter (All)

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES
JANUARY 7, 2019**

**ARTICLE XIV
SALARIES**

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37.1 NBC Steering Committee: Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and the District. One additional committee member may be appointed by mutual agreement of the committee. Acknowledging the needs of the District's high needs schools, the committee shall also discuss and recommend strategies for incentivizing greater placement of NBC teachers at such schools. The committee shall also study ways to best utilize NBC teachers, including having NBC teachers serve as teacher mentors. The committee shall provide recommendations to the Superintendent within 12 months of the Agreement's adoption.

TA as part of an
overall agreement.

JG
1-21-19

ARTICLE XVIII - CLASS SIZE & STAFFING

- 5.0 Counseling Services: The District and UTLA share the goal of achieving shall maintain a secondary school counseling services ratio of 500-1 per secondary school. Once a school has exceeded 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 1,250 students would have 2 secondary counselors, while a middle school or high school with 1,251 students would have 3 secondary counselors 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.
- 5.1 Teacher Librarian Services: The District shall provide one (1) full-time Teacher Librarian, five (5) days per week, for every library facility located on a secondary school campus.
- 5.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school.
- 5.3 In the event the District is not able to meet the obligations of Sections 5.0 through 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 resolve 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.

Memorandum of Understanding
Between
United Teachers Los Angeles and Los Angeles Unified School District
Implementation of Student Support Staff Obligations

Nurses

The District shall comply with the Nurse staffing requirement contained in the collective bargaining agreement in accordance with the following provisions:

- a. The District shall hire an additional 150 full-time Nurse positions for the 2019-2020 school year.
- b. The District shall hire the remaining 150 full-time Nurse positions in order to ensure that every District school has a full-time nurse 5 days per week by the first academic day of the 2020-2021 school year.

Teacher Librarians

The District shall comply with the Teacher Librarians staffing requirement contained in the collective bargaining agreement in accordance with the following provisions:

- a. The District shall hire an additional 41 full-time Teacher Librarian positions for the 2019-2020 school year.
- b. The District shall hire the remaining full-time 41 Teacher Librarian positions to ensure that every District secondary school has a full-time Teacher Librarian five (5) days per week for every library facility located on a secondary school campus by the first academic day of the 2020-2021 school year.

Counselors

The District shall hire at least 17 additional full-time counselors for secondary schools by October 1, 2019, to ensure it meets the contractual obligations of the collective bargaining agreement. In addition, effective October 1, 2019, the District shall maintain a secondary school counseling services ratio of 500-1 per secondary school. Once a school has exceeded 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 1,250 students would have 2 secondary counselors, while a middle school or high school with 1,251 students would have 3 secondary counselors).

In the event the District is not able to meet the obligations of this MOU by October 1st of each school year, and 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 resolve the alleged violation. Those options, include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.

DRAFT
January 20, 2019

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

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

As part of the multi-year increase to provide additional nurses, librarian teachers, and counselors, the parties agree that this MOU's staffing requirements shall supersede the staffing requirements and related language in Article XVIII, Sections 5.0 through 5.3 until June 30, 2021. As of July 1, 2021, the staffing requirements set out in Sections 5.0 through 5.3 shall go into effect.

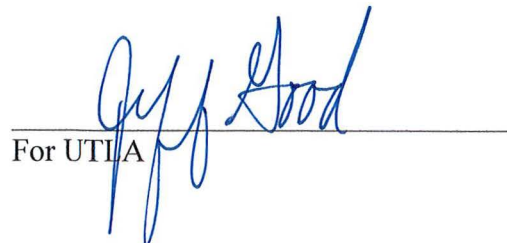
This MOU will terminate on June 30, 2021.

Memorandum of Understanding
Between
Los Angeles Unified School District
and
United Teachers Los Angeles
January 22, 2019
Class Size Reduction Phase-in

The parties agree to the following implementation plan to comply with the class size averages and maximums in Article XVIII Class Size.

1. Section 1.5 of Article XVIII is removed in its entirety.
2. By norm day of the 2019-2020 school year the District shall reduce class size by 1 from the 2017-2018 Class Size MOU. The District shall cap secondary ELA and Math classes at 39. An equity investment shall be made to reduce class size by a further 2 (aggregate of 3) at 75 targeted high needs elementary and 15 middle schools.
3. By norm day of the 2020-2021 school year the District shall reduce class size by an additional 1 (2 aggregate) from the 2017-2018 Class Size MOU. The District shall cap secondary ELA and Math classes at 39. An equity investment shall be made to reduce class size by a further 2 (aggregate of 4) at 75 targeted high needs elementary and 15 middle schools.
4. By norm day of the 2021-2022 school year the District shall reduce class size by an additional 2 (4 aggregate) from the 2017-2018 Class Size MOU. The District shall cap secondary ELA and Math classes at 39. An equity investment shall be made to reduce class size by a further 2 (aggregate of 6) at 75 targeted high needs elementary and 15 middle schools.
5. Effective norm day of the 2022-2023 school year, the District shall comply with the class size averages and maximums in Article XVIII Class Size, Section 2.0.


For LAUSD


For UTLA

Article XIX - Substitutes

TA as part of an
overall agreement

JG
RS 1-21-19
9:05 AM

1.0 d. Continuity Rate Increase: Substitutes who serve in place of employees paid on the preparation Salary Table shall have their rates of pay increased by ~~\$10~~ one hour of pro-rated pay per day effective the first day following the completion of service equivalent to 130 days during the school year.

1.0 h. Upon request, a Substitute working in a long-term assignment and/or a Substitute who has worked at least 100 days in each of the two preceding years shall be allowed to participate in District Professional Development Training on a space-available basis where funding is available or not required.

4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 20 consecutive working days in the same general education assignment or sixteen (16) consecutive working days in a special education assignment in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute daily rate as provided in Section 1.0b and c above retroactive to the beginning date of the assignment. Days used by the substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in, the consecutive working days requirement. Upon the termination of the extended assignment, the substitute shall return to, and be paid as, a day-to-day substitute. Should that same substitute within five (5) working days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional working days, the substitute shall again be classified as an extended substitute and shall be paid the Incentive Plan substitute rate retroactive to the beginning date of the return to the position.

4.1 A substitute may not be released from an assignment as the 21st day approaches in a general education assignment or the 17th day approaches in a special education assignment, for the sole purpose of preventing the substitute from qualifying for the extended substitute pay rate.

4.2 A Substitute teachers who are is assigned for ten consecutive days to an unfilled position in which the substitute teacher opens a class at the beginning of the school year or is assigned for ten consecutive days to an unfilled position in which the substitute teacher closes a class at the end of the school year, or, in a secondary school, closes a class at the end of the semester, shall be paid at extended substitute rate.

5.0 Assignment Procedures for Non-Incentive Plan Substitutes: Day-to-day substitutes may apply to only one of the service areas ~~(North, South and Central)~~ (North – 1, 2, 3, 4; South 1, 2, 3; Central 1, 2, 3) for assignment. Day-to-day substitutes will be placed, upon request, on a calling list within the Service Calling Area but are subject to assignment to any school within the Service Calling Area and also, when necessary, may be assigned to any school

in an adjacent calling area. Also, substitutes must be available for at least two consecutive days per week. (Friday/Monday meets the consecutive days requirement.) Substitutes who are unable to comply with the consecutive days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0.

5.1 Accepting Assignments: All initial assignments of substitute teachers, including those who are name-requested, must come from the substitute calling unit. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit. A substitute who should have been assigned, but was not assigned due to a clerical verifiable District error, shall be granted one of the following remedies, at the employee's option:

- a. a make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or
- b. cancellation of an "unavailable" charged against the employee.
- c. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."
- d. A substitute who had a weapon brandished at him or her related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

5.2 Substitutes who are assigned by the Certificated Substitute Assignment Unit have a right to work and be paid for the service they provide whether at the school site to which originally assigned or if necessary, to an alternate assignment specified by the District. If assigned to an alternate assignment, paid service time shall be reported from the time of arrival at the original school site. If a substitute declines an alternate assignment, the substitute shall not be entitled to pay for that day; however, such substitute shall not receive an unavailable.

a. ~~A written list of all SBM (School Based Management) schools with adjusted teaching schedules (daily or occasional longer or shorter teaching schedules, pursuant to their School Based Management plan) shall be provided to all substitute teachers.~~ The District shall maintain a list of school schedules at an employee self-service website.

...

5.6(c)(3) Fails to answer the telephone personally between 5:30 AM and 8:30 AM. In the case of ~~Children's Centers~~ Early Education Centers, the hours are 7:30 AM to 9:30 AM.

...

6.0 Late Arrival: A substitute who cannot reasonably expect to reach a school before class begins must attempt to call the school upon accepting the assignment in order that appropriate interim coverage arrangements can be made at the school. A substitute shall not be considered late if their arrival time does not exceed one hour from the time the substitute accepted the assignment. If a regular teacher in a secondary school is doing replacement service for the class of a late arrival substitute, the regular teacher may complete the period of replacement service if one-half of the period has already been completed. See also Section 7.1.

7.0 Time Reporting: Substitute teachers must serve a full teaching day to receive a full day's pay. Time should be reported to the nearest tenth of an hour (6 minutes) from the time instruction begins. When the school's daily schedule reduces instructional minutes in order to provide professional development, such as Banked Time Tuesdays, substitute teachers shall have the right to participate in professional development, and receive pay for the full day. Those who serve a full day shall be time-reported for the same number of hours as the employee for whom they are substituting.

...

8.1 Job Cancellation: Substitutes who have accepted assignments through the Subfinder or subsequent replacement system, shall be given the opportunity to work the hours accepted if the assignment is cancelled less than one hour prior to the start of the assignment.

...

10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to, class grade level, subject matter, assignment address, general or special education assignment, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), IEP and 504 Plan information, and security and emergency plans. The school discipline policy shall also be provided upon request.

...

12.0 Separate calling lists shall be maintained for Development Centers and Children's Centers Early Education Centers.

13.0 Remote Telephone Call Forwarding Service Toll Free Calling: Additional telephone lines will be established for the North Service Area and South Area with remote call forwarding service to the Central Substitute Assignment Unit in order to minimize employee telephone charges. The District shall maintain toll free telephone line.

14.0 Reorganization/Redesign of the Substitute Unit: The UTLA Article XXX Substitute Committee shall be permitted to give input to the District prior to any reorganization or redesign of the Substitute Assignment Unit or to the automated calling system.

JG
TA as part of an overall agreement
12:13pm 1/21/19
PREVIOUS PROPOSALS:

06/20/17 – UTLA Initial
06/20/17 – District Initial
08/21/17 – District Counter
02/02/18 – UTLA Counter
03/15/18 – District Counter
04/26/18 – UTLA Counter
05/24/18 – District Counter
01/07/19 – District Counter
01/20/19 – District Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES
JANUARY 21, 2019**

**ARTICLE XXI
ADULT AND CAREER EDUCATION**

...

1.2 The District shall furnish UTLA annually, upon request, with a ~~print-out~~ [✓] list of Adult Education assignments, listed by name, employee number and work location and classification codes.

2.0 Employment Contracts: Adult Education funded employees who are assigned more than eighteen hours per week ~~in the same classification code~~ [✓] are covered either by probationary or permanent contract status.

...

3.0 Non-Contract Personnel-Release During Term of Assignment:

a. All part-time (18 hours or less per week) Adult Education funded personnel may be released during their term of assignment only for the reason stated in Section 2.2 above.

...

4.7 In the case of current personnel who are not to be renewed due to elimination or reduction of educational offerings, lack of work or lack of funds (an "over-teachered" condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:

a. The site administrator shall first identify the affected course(s), including closely related courses in the same subject (e.g. English 1,2,3, 4);

b. The longevity of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.

1. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the "consecutive" service requirement. Time spent as a continuing employee in DACE that does not meet the requirements for an additional year of longevity shall not result in the loss of the cumulative longevity acquirement so long as such time does not exceed two school years.

2. To qualify for a year of longevity service, the individual must have served ✓ ~~734~~ 380 hours during that school year, excluding summer school. Prior to July 1, 2001, 156 hours were required to qualify for a year of longevity.

...

5.2 The District has committed to replace tenured Adult Education positions which become lost to attrition (resignation, retirement, death) provided that funding to DACE is equal to or greater than the available funding for the previous year. ✓

~~a. The position in a field which the District has determined to be a growth field for the foreseeable future; and~~

~~b. The District has determined that funding and work is available for an additional block of hours equivalent to a tenured position; it is understood that the hours may be split in the time and/or location, and may include weekend assignments.~~

...

6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

c. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches ~~30~~ 27 or more students for three consecutive days an additional person (e.g, aide or teaching assistant) shall be provided to assist the instructor.

10.3 ~~Half~~ Part-Time Leave:

~~a. Half Time Leave shall be granted on a year-to-year basis to allow a permanent teacher in the Division of Adult and Career Education (DACE) to continue service for one half or his/her tenured assignment hours.~~

b. A Part-Time Leave ~~for other than one half time~~ may be granted on a year-by-year basis subject to school schedules, availability of classes, and approval by the principal and the Division of Adult and Career Education (DACE).

c. An application must be on file in the DACE Personnel Office by ~~April~~ March 15 for the ~~fall term and November 15 for the winter or spring terms~~ upcoming school year.

d. Eligibility for health and welfare benefits for employees who work less than half-time will be determined pursuant to Article XVI, Section 3.0.

...

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES
JANUARY 7, 2019**

RG
1-22-19
9:00 AM

JG

**ARTICLE XXII
MULTITRACK SCHOOLS**

(DELETED)

ARTICLE XXV

ACADEMIC FREEDOM AND RESPONSIBILITY

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4.0 District Assessment Committee

A joint District-UTLA committee shall meet five (5) times during the 2019-2020 school year. The committee shall be comprised of four (4) members from the District, four (4) members from UTLA, and four (4) parents (two (2) appointed by the District and two (2) appointed by UTLA. The committee shall be charged with the following:

- a. Compile a list of all District assessments including the purpose, efficacy, length of time to administer and review and cost.
- b. Make recommendations to reduce the amount of District assessments administered by 50% at each grade level.

5.0 Academic Freedom and Ethnic Studies

Teachers shall be supported and provided with ongoing resources, support and curriculum in order to successfully implement Ethnic Studies and culturally and linguistically responsive pedagogy.

5.1 LAUSD-UTLA Ethnic Studies Committee

- a. The LAUSD – UTLA Ethnic Studies Task Force shall be comprised of members of the Division of Instruction, UTLA members, school site and District administrators and community members. Four (4) members of the committee shall be appointed by UTLA. The committee shall function under the direction of the Administrator of High School Instruction and the Coordinator, Ethnic Studies, Humanities and Related Social Sciences and will meet a minimum of two (2) times per year. The Ethnic Studies Committee shall have the following responsibilities:

1. Review data on school's course offerings and course selections in the field of Ethnic Studies.
2. Review and suggest professional development, curriculum and teaching materials purchased by and developed by LAUSD for Ethnic Studies, Multicultural Literature and Cultural Proficiency.
3. Review any new and existing resources that are provided in support of Ethnic Studies.

[Type here]

Article XXV – Academic Freedom and Responsibility

4. Investigate methods for expanding Ethnic Studies course offerings that may include gender specific courses and sexual identity.
5. Provide regular updates on the progress of Ethnic Studies in LAUSD.

TFA as part of an
overall agreement.

JG
RB
1-20-19

UTLA PROPOSAL ON ARTICLE XXXI: WORKING CONDITIONS

Each itinerant bargaining unit member shall be assigned an appropriate workspace at school sites to meet the requirements of assignment including but not limited to a workstation, access to copiers, updated computers or a laptop, secure storage space and necessary assessment materials. If a concern arises over itinerant assigned space, the Chapter Chair and Principal shall meet to determine a recommendation to be brought to the LSLC for adoption. The District shall also provide an appeal process at the local district level to resolve any on-going disputes.

PREVIOUS PROPOSALS:

07/19/17 – UTLA Initial
11/13/17 – District Counter (HHS & SPED)
02/15/18 – District Counter (HHS & SPED)
03/01/18 – UTLA Counter
04/26/18 – District Counter
1/07/19 – UTLA Counter
1/07/19 – District Counter
1/17/19 – UTLA Counter
1/21/19 – UTLA Counter

TA
JG
PS
1-22-19 8:36 AM

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES (REVISED)
JANUARY 22, 2019**

**ARTICLE XXII
SPECIAL EDUCATION**

- 1.0 The District shall make a reasonable effort to maintain Special Education class size indicated in this article. In schools having two 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.
- a. After norm day of the 2021 – 2022 school year, the Special Education Division shall provide a monthly class size/case load report to UTLA for bargaining unit positions under the supervision of the Special Education Division.
- 2.0 When a Special Education class has exceeded the norm by two or more students, the teacher may notify the Special Education Administrator. Within ten (10) workdays of the notification, if the condition persists, the District shall remedy the situation, after consultation with the affected teacher, by taking one of the following actions:
- a. The transfer of excess student(s) to another class.
- b. The opening of an additional class if sufficient students are available.
- c. The assignment of additional aide(s) to the class.
- 3.0 In accordance with California Education Code Section 56195.8 (c), the maximum class caseload for an RSP teacher shall be 28.

4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school of attendance.

5.0 Special Education Facilities: When locating and utilizing classrooms and facilities for Special Education, the District shall make a reasonable effort to integrate students with disabilities in the general education program.

6.0 Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDC SDP teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies.

7.0 In the event that the administrator deems it necessary to temporarily reassign a paraprofessional from an assigned classroom, the administrator will advise the affected teacher prior to pulling the paraprofessional.

8.0 Restructuring of Special Education Delivery Services: The District and UTLA will continue discussions on the goal of restructuring the instructional delivery service model for students with disabilities which shall include the composition of Special Education Classes, materials/resources and training needed to implement such a model.

UTLA shall have the option to reopen negotiations on the topic of this restructuring during the term of this successor agreement upon notice from the District to pilot a new instructional delivery model. The District anticipates piloting a new instructional delivery model during the life of this Agreement.

9.0 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation.

10.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.

11.0 Special Education Resources Notebook: Special Education Department chairs shall be provided ~~with a copy of the~~ a link to the electronic Special Education resource notebook containing all pertinent Division bulletins.

12.0 Increased Special Education Funding: The Parties will work collaboratively to accomplish the purpose of increased funding for special education students.

13.0 Workload/Caseload Committee for Health and Human Service and Special Education Itinerant Employees: A Workload/Caseload Taskforce will be comprised of an equal number of members up to five (5) members each appointed by the District and UTLA. The Taskforce will meet quarterly and will discuss, explore options and make recommendations on the following:

a. Review itinerant caseloads and workloads and make recommendations to make assignments more equitable. The taskforce shall take into account the available resources, effects of increasing/declining enrollment where applicable, needs of special education students and other target student populations and the number of students and sites to receive service.

b. Impact of direct vs. indirect services for students.

c. Recommendations and strategies to assist staff in making up lost services hours for students.

d. Strategies to better integrate/include students with disabilities into the general education program utilizing potentially available site-based resources.

e. Input for revising the evaluation system to better reflect the standards of the respective professions.

The Task Force members shall not have authority to engage in bargaining, or in agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams.

14.0 Assessment: Upon request, special education teachers shall be given up to one (1) full release day per semester, at no loss of pay, to complete a federally mandated assessment for students in their class/caseload.

15.0 Special Education Class Size and Designated Instructional Services Caseloads for the 2019-2020 School Year*

<u>Type of Special Day Class</u>	<u>Class Size</u>
Autism – General Education Curriculum (AUT C)	10
Autism – Alternate Curriculum (AUT A)	8
Deaf and Hard of Hearing (DHH)	6 (thru 8 years) 8 (9 years and up)
Visually Impaired (VI)	6 (thru 8 years) 8 (9 years and up)
Preschool for All Learners (PALs)	10
Preschool Collaborative Classroom (PCC) Early Education Centers	10
Preschool Collaborative Class with Expanded Transitional Kindergarten (ETK/PCC)	10
Preschool Comprehensive Program (PSC)	8
Emotional Disturbance (ED)	8
Intellectual Disability Moderate (IDM)	12
Intellectual Disability Severe (IDS)	10
Multiple Disabilities (MD)	8
Specific Learning Disability (SLD)	12

<u>Designated Instruction and Services</u>	<u>Caseload</u>
<u>Adaptive PE</u>	<u>70 students</u>
<u>Audiology</u>	<u>80 students</u>
<u>Deaf/Hard of Hearing</u>	<u>35 students</u>
<u>Language/Speech</u>	<u>55 students</u>
<u>Orientation and Mobility</u>	<u>15 students</u>
<u>Visually Impaired</u>	<u>30 students</u>

* The parties agree to continue discussions on Special Education Class Size and Caseloads in conjunction with the anticipated restructuring of Special Education Services pursuant to Article XXII, Section 8.0.

(a) If optimum class norm is exceeded by two for a temporary period of time which exceeds one month, a referral may be made to the Area Coordinator, Special Education, who may contact the ~~Assistant~~ Associate Superintendent, Special Education, for assistance.

(b) Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year.

(c) For designated instruction and services, if optimal caseloads are exceeded by two (2) for a period of time which exceeds one month, a referral may be made to the Workload/Caseload committee unless otherwise prohibited or inconsistent with applicable law or the Modified Consent Decree. The Committee may refer the issue to the Associate Superintendent for Special Education or the Executive Director for Student Health and Human Services.

TA as part of an
overall agreement.

1-20-19

January 20, 2019

In addition to creating a working group led by the chapter chair or designee, LAUSD and UTLA agree to the following new Article relating to co-location issues:

NEW ARTICLE ____ - Charter Co-Location

- 1.0 When any charter school visit is conducted at a school for the purpose of examining the campus configuration for co-location, sometimes referred to as a "walk through," the site administrator will invite the UTLA chapter chair to participate.
- 2.0 By December 1st and February 1st of each school year, the District will provide UTLA with any completed "Proposition 39 Facilities Request" forms.
- 3.0 At each school with a co-located charter school, UTLA shall have the right to designate, pursuant to its procedures, one employee to serve as the co-location coordinator. Annually, UTLA shall provide to each site administrator the name of the UTLA co-location coordinator. A UTLA co-location coordinator shall be invited and allowed to participate in all co-location related trainings provided to co-location administrators.
- 4.0 The UTLA co-location coordinator shall be invited to all meetings relating to the development of campus Shared Use Agreement for schools identified for co-location for the following year. Upon completion or amendment of Shared Use Agreement, the site administrator will provide the co-location coordinator with a copy. ~~of the completed campus Shared Use Agreement.~~
- 5.0 At any school that is identified for co-location for the following year, the school's Safety Committee – which shall include the UTLA co-location coordinator – shall review school issues related to co-location, including:
 - (1) Ensuring that appropriate space for implementation of essential school programs.
 - (2) Providing input with respect to the Shared Use Agreement.
 - (3) Addressing concerns regarding the implementation of the Shared Use Agreement.
 - (4) Providing input to the Local School Leadership Council for decisions related to co-location.

1/29/19 12:13pm

**UTLA - LAUSD
2018-2020 MEMORANDUM OF UNDERSTANDING
FOR ADULT EDUCATION ASSIGNMENTS**

This Memorandum of Understanding (MOU) is to memorialize the intention of the Los Angeles Unified School District (District) and United Teachers Los Angeles (UTLA) to develop contract language to pilot a process of making assignments for teachers in the Division of Adult and Career Education (DACE).

1. **DACE Assignment Task Force:** The District and UTLA agree to form an assignment Task Force which shall be comprised of five (5) members from each party to create language to address assignments of Adult Education Teachers. The Task Force shall meet at least four (4) times between the period of September of 2018 through January of 2019.
2. **Included Items:** The Task Force shall capture in writing and address the following matters:
 - a. A process for establishing and posting a matrix of classes to be taught.
 - b. A process for requesting an assignment and making assignments after initial assignments have been made.
 - c. A dispute resolution procedure.
 - d. A timeline for the above referenced processes.
 - e. A system to prioritize employee requests for assignments.
3. **Implementation:** It is the parties' intention to pilot the new assignment process in May/June of 2019 for assignment of classes for the 2019-2020 school year at four (4) mutually agreed upon schools in the District. In order to facilitate this pilot, the parties shall make a good faith effort to conclude their negotiations by April 1, 2019.

The results of the 2019-2020 implementations shall inform the parties' negotiation teams which shall have the option to negotiate changes by February 1, 2020 for a District wide pilot in May/June of 2020.

The resulting negotiated pilot language shall be considered for inclusion in the parties' next reopener and/or successor agreement.

4. **Grievance Procedures:** The grievance procedures of Article V of the UTLA-LAUSD Agreement shall be limited to failure to adhere to the timelines agreed by the parties in the pilot negotiations.
5. **Term:** The Term of this agreement shall be through June 30, 2020.

UTLA

DATE

LAUSD

DATE

12:13 PM 1/21/19

Memorandum of Understanding

Between

Los Angeles Unified School District

and

United Teachers Los Angeles

January 21, 2019

Adult Education, Early Education, ROP/ROC Salary Schedules

The parties agree to create a taskforce to examine and make recommendations regarding the salary schedules of Adult Education, Early Education, and ROP/ROC teachers. The committee shall study:

1. The current salary structures and salary amounts;
2. The levels of education, training, experience, years of service, and credentialing required for placement and advancement on the salary schedules;
3. Differences between and amongst Adult Education, Early Education and ROC/ROP teachers of similar education, training, experience, years of service, and credentialing; and
4. Differences between and amongst Adult Education, Early Education, ROC/ROP and pre-k-12 teachers of similar education, training, experience, years of service, and credentialing.

The committee shall be comprised of four members selected by the District and four members selected by UTLA. Upon request, the District and UTLA may bring in outside experts. The committee shall meet a minimum of three (3) times between March 1, 2019 and September 30, 2019. The committee shall submit recommendations regarding compensation to their respective bargaining parties no later than October 31, 2019.

JG (Paw)
TA as part of an
overall agreement.

JG

(Pgs.)

1/29/19 12:13 PM

1/21/19

TA as part of an overall agreement

ADULT EDUCATION

January 21, 2019

New Adult Education Pay Step (1.1% above Step 4)

Effective July 1, 2019, the parties shall establish an additional salary Step 5, 1.1% above Salary Step 4.

Step Advancing from Step "4" to Step "5"

The procedures for step advancing from step "4" to "5" will be same as the steps listed in advancement from step "3" to "4" with the requirement that the employee has been paid on the (THR) salary table for fifteen (15) years as described on the LAUSD website for Adult and Career Education Salary Table.

It is part of an overall agreement.

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(Signature)
1-21-19
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Memorandum of Understanding
Between
Los Angeles Unified School District and United Teachers Los Angeles

Immigrant Student Support

The District agrees to the following:

1. Designate at least one attorney and necessary support staff to address immigration related concerns, and provide support to District personnel, students, and families, by identifying, and coordinating legal support from local organizations already doing this work.
2. Create and publicize a District wide hotline, with appropriate language support, to support students and families facing immigration related concerns.
3. To support such efforts through charitable giving, pursued in a collaborative manner with UTLA, such as, but not limited to the annual Sharing Brings Hope campaign, and/or other efforts pursued collaboratively.
 - a. Such dedicated resources shall continue until at least July 1, 2021, with the intent that collaboratively pursued charitable giving campaigns minimize or negate the impact to LAUSD general fund.
 - b. The District and UTLA shall meet regularly, and with mutually agreed community partners, to ensure collaboration in this effort. Should such charitable funding exceed District identified costs, these regular meetings shall include discussion of expanding efforts.
4. The District and UTLA commit to work collaboratively with the City of Los Angeles to identify resources to support the District's efforts to implement this MOU.

*TA as part of an
overall agreement.*

JG
1-21-19

Memorandum of Understanding
Between
United Teachers Los Angeles and Los Angeles Unified School District
Pilot Program- Exemption from Administrative Searches

Schools are faced with instances of violence, including the use of weapons on or adjacent to school campuses. The District strives to provide a safe environment for students to learn, explore and create, and for teachers and administration to be able to focus on teaching and providing students with these opportunities. The District school safety measures include random metal detector searches, locker searches and other measures under the settled principles of constitutional construction, which permits reasonable application of metal detectors in schools. Bulletin 5424.2 focuses on random searches, metal detector searches and locker searches.

As part of the District's efforts to ensure an effective learning environment by maintaining a safe and secure campus, secondary schools are authorized to implement random metal detector searches. These are administrative searches. This policy does not include searches conducted by law enforcement.

For the 2019-20 school year, schools may apply to be exempt from Administrative searches, i.e. "wandering," for the length of the MOU and fourteen (14) schools will be selected. This application may be sent from the Local School Leadership Council or similar governance council to their Local District review by March 15, 2019. The Local District shall submit the applications to District Operations for final approval.

For the 2020-21 school year, schools may apply to be exempt from Administrative searches, i.e. "wandering," and fourteen (14) additional schools will be selected. This application may be sent from the Local School Leadership or School Site Council to District Operations for review by March 15, 2020. The Local District shall submit the applications to District Operations for final approval.

The City of Los Angeles and the District shall work together to add services such as the LA City Gang Reduction and Youth Development (GRYD) programming to schools participating in the proposed "wandering" pilot program as well as select schools with traditional random searches. It is not the intention of both parties to add additional police presence as part of the programming on campuses.

The District may terminate a school's participation in this MOU, if it determines it is necessary to do so to preserve the safety of the students and staff at that school(s). Prior to making a final decision, the District will provide notice to the school that it is considering terminating the

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January 20, 2019

school's participation in the MOU, including its concerns, and provide the school with the opportunity to respond to the District's concerns. The school will have five calendar days from receipt of the District's notice to respond. Once the school has responded or the five calendar day period has elapsed, the District will provide written notice of its final decision to the school.

This MOU will terminate on June 30, 2021.

MEMORANDUM OF UNDERSTANDING

Between

Los Angeles Unified School District & United Teachers Los Angeles

January 20, 2019

*JG TA as part of an
overall agreement,
RS 1-20-19*

COMMUNITY SCHOOLS

Consistent with LAUSD Board of Education Resolution 098-16/17 as approved on June 13, 2017, the parties agree to the following:

1. The Community Schools Steering Committee (CSSC), in collaboration with the Local Options Oversight Committee (LOOC) shall determine a process by which 30 schools in high need areas will apply to begin Community Schools transformation process.
2. By June 30, 2019, the CSSC, in collaboration with LOOC, shall designate 20 schools in high need areas to begin a Community Schools transformation process for the 2019-2020 school year.
3. For the 2019-2020 school year, the District shall allocate \$150,000 to each of the 20 schools designated for Community Schools transformation for full implementation during the 2020-2021 school year.
4. For the 2020-2021 school year, the District shall allocate \$250,000 to each of the 20 schools designated for a Community Schools transformation.
5. By June 30, 2020, the CSSC, in collaboration with LOOC, shall designate an additional 10 schools in high need areas to begin a Community Schools transformation process for the 2020-2021 school year.
6. For the 2020-2021 school year, the District shall allocate \$150,000 to each of the 10 schools designated for Community Schools transformation for full implementation during the 2021-2022 school year.
7. For the 2021-2022 school year, the District shall allocate \$250,000 to each of the 10 schools designated for a Community Schools transformation.
8. Each school designated for a Community Schools transformation shall be required to utilize part of the District 2019-2020 and 2020-2021 funding allocations to hire a Community Schools Coordinator.
9. The Community Schools Coordinator position shall be recognized as part of the certificated bargaining unit represented by United Teachers Los Angeles.
10. Any school that is designated a Community School transformation school shall be protected from reconstitution, new charter co-location, or renewed charter co-location, unless prohibited by law.
11. By June 30, 2021, the CSSC, in collaboration with LOOC, shall produce an assessment of the Community Schools transformation process at the initial 20 designated schools and provide recommendations.
12. The governing council of Community Schools shall be the Local School Leadership Council as defined in Article XXVII, with the following modifications (to replace Article XXVII, Sections 2.4-2.5):

- a. Functions And Responsibilities: The local school leadership councils shall consider all points of view and shall solicit the advice and counsel of parent organizations, other employee groups and all other interested parties. The local councils shall have the following functions and responsibilities:
- i. Participation in shared decision making training. It is recommended that they participate in training prior to beginning their decision-making.
 - ii. Determination, by majority vote, of the following matters:
 1. All site based professional development for UTLA-represented employees
 2. Annual development, approval, and evaluation of a School Climate, Student Discipline, and Positive Behavior Support Plan.
 3. Schedule of school activities and events, and special schedules (e.g., final exam schedules and schedules designed to accommodate additional preparation time for elementary teachers). For purposes of this paragraph, "schedule" shall include, but not be limited to, a determination by the Council of what activities shall take place. The Council shall not have authority over the scheduling of school activities and events mandated by the Board of Education.
 4. Guidelines for use of school equipment, including the copy machine
 5. Expenditure of all school-based discretionary funds, including but not limited to LCFF funds distributed by the District
 6. School-based implementation of initiatives or programs mandated by the local, state, or federal government, including but not limited to Breakfast in the Classroom and periodic assessments
 7. Course electives and program options (e.g. Visual and Performing Arts, Ethnic Studies, & double periods for specific subjects)
 - iii. In making determinations in the matters listed above, the local school leadership council operates within the same set of powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion shall be consistent with applicable laws, regulations, and collective bargaining agreements. The focus of local council activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans. The local council shall not be obliged to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily.
- b. Decisions: The attainment of consensus whenever possible shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies which are established by the local Council. Only if consensus cannot be reached shall decisions on the matters set forth in Section 2.4b be made by majority vote. In order to be resolved by vote at the meeting in the event consensus fails, the meeting agenda (see Article XXVII, Section 2.6)

must have identified the proposed action with sufficient particularity that the Council members could have, prior to the meeting, meaningfully consulted with all interested parties with respect to the specific action under consideration, as provided in Article XXVII, Section 2.4. The vote required shall be a majority of those committee members present at the meeting. With respect to procedures governing voting matters, Robert's Rules of Order shall be applicable to issues not addressed herein. The site administrator shall ensure that written minutes for all Local School Leadership Council meetings shall be made available to all staff and school community.

LAUSD

UTLA

Date

Date

J6 (M)
1-22-19
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TA as part
of an overall
agreement

Memorandum of Understanding
Between
United Teachers Los Angeles and Los Angeles Unified School District
Pilot Program - Green Spaces

The Los Angeles Unified School District shall create a Green Space Task Force that includes representatives from LAUSD, UTLA, and the City of Los Angeles. The task force shall be charged with creation of a plan to be presented to the Board of Education no later than December 1, 2019. The task force shall be tasked with creating a plan to increase green space, as defined in LAUSD's school design guide for all new projects (unless prohibited by law). The parties are in agreement that school greening projects enrich and strengthen our campus environments.

The District will work with UTLA, the City of Los Angeles, the County of Los Angeles, and appropriate nonprofit partners in an effort to create to the maximum extent possible, adequate green space for student physical activity.

In creating a task force plan, green space shall be studied in order of priority as follows:

- a. Schools without any existing green space and not located near parks
- b. Schools without any existing green space
- c. Schools with small amounts of green space and communities with limited to no access to parks and recreation

LAUSD shall enter into any and all agreements with the City of Los Angeles, County of Los Angeles, and/or State of California (as permitted by law) necessary to secure funding from available sources, such as Proposition K (LA City parks measure), Proposition A (LA County parks measure), Proposition W (LA County stormwater measure) to create the above green space consistent with any plan adopted by the Board of Education.

The Facilities Services Division shall continue with the goals as listed in the Strategic Execution Plan that involves the removal of unused bungalows.

LAUSD staff shall report to the Board of Education annually on the progress towards creating green space as well as compliance with the Rodriguez Consent Decree.

Strike Settlement

This settlement agreement is entered into by and between the Los Angeles Unified School District, its Officers, Board members, employees, agents, and attorneys (the “District”) and United Teachers Los Angeles, its Officers, employees, agents, and attorneys, (the “Union”), collectively (the “parties”). Now that the parties have reached a new collective bargaining agreement subject to ratification by the Union’s membership and the District’s Board, this Strike Settlement Agreement is intended to resolve all outstanding disputes between the parties that have arisen and could arise out of or relate to the parties’ collective bargaining that began in April, 2017, and the strike that began on January 14, 2019

1. The Union and District will promptly execute the new collective bargaining agreements [“CBA”] between the parties, which are dated as of January 21, 2019, upon the ratification of the CBA by Union members and the District Board of Education.
2. No Retaliation/Discipline/Discharge: The parties agree that there will be no retaliation, reprisals, discharge, harassment of any kind, or discipline issued or pursued against certificated bargaining unit members as a result of participating in or supporting the parties’ collective bargaining, impasse procedures, the strike, and/or other concerted activities such as meeting boycotts leading up to and during the strike.
3. Health Care: The parties agree that for the 2018 – 2019 work year only, the threshold for health benefits for UTLA represented Adult Education and Substitute employees shall be ninety-four (94) days.
4. Continuity Rate: The parties agree that for the 2018 – 2019 work year only, the threshold for substitute continuity rate shall be 124 days.
5. No Break In Service: The parties agree that the strike does not constitute a break in service for purposes of retiree health benefits eligibility
6. Withdrawal of Claims: In the interest of avoiding the time and expense of further legal proceedings and to resolve prior differences the parties agree:
 - a. The Union agrees to withdraw, dismiss with prejudice and take all reasonable and necessary action to halt the processing and litigation of the following actions:

UTLA v. LAUSD (LA Superior Court Case No. 19-STCV-00534)

UTLA v. LAUSD (PERB Case No. LA-CE-6391-E)

UTLA v. LAUSD (PERB Case No. LA-CE-6404-E)

UTLA v. LAUSD (PERB Case No. LA-CE-6401-E)

UTLA v. LAUSD (PERB LA-CE-6415-E)

UTLA v. LAUSD (PERB LA-CE-6419-E)

UTLA v. LAUSD (PERB Case No. LA-CE-6436-E)

UTLA v. LAUSD (PERB Case No. TBD; filed January 14, 2019,
electronically served on District on January 12, 2019)

- b. The District agrees to withdraw, dismiss with prejudice and take all reasonable and necessary action to halt the processing and litigation of the following actions:

LAUSD v. UTLA (LA Superior Court Case No. 19-STCV-00518)

LAUSD v. UTLA (PERB Case No. LA-CO-1760-E)

LAUSD v. UTLA (PERB Case No. LA-CE-6406-E)

LAUSD v. UTLA (PERB Case No. LA-CO-1766-E)

LAUSD v. UTLA (PERB Case No. LA-CO-1767-E; IR No. 763)

LAUSD v UTLA (Case No. LA-CE-6435-E)

LAUSD v UTLA (Case No. LA-CE-6439-E)

LAUSD v UTLA (Case No. LA-CE-6440-E)


- c. The District agrees that it shall not seek to add UTLA as a party in the following litigation, or otherwise pursue any relief of any kind against UTLA with respect to the following action:


Smith v. LAUSD (Cal. Central District Case No. 93-cv-07044)

7. Both parties agree to fully release each other and refrain from filing new complaints, charges, claims, lawsuits or other actions of any kind whatsoever in any venue against the other as an institution, or against the other's officers or employees, or in the case of the District, it will also refrain from filing any actions against individual or groups of employees represented by the Union, on or relating to issues arising from the strike and all bargaining activity leading up to the strike, irrespective of whether known or unknown at the time of this Strike Settlement Agreement.
8. In the event of any dispute arising out of the interpretation or application of this Strike Settlement Agreement, such dispute shall proceed through the grievance and arbitration process of the parties' 2014-2017 collective bargaining agreement.

9. If any provision of this Agreement is determined to be invalid, all remaining provisions shall remain in full force and effect. Nothing herein is intended to release claims that cannot be released as a matter of law.

10. No admission of liability: The parties agree this agreement does not constitute nor shall it be construed as an admission of liability by either party for any purpose.



For Los Angeles Unified School District

For United Teachers Los Angeles