

2011-12 JOBS AND SERVICES RESTORATION AGREEMENT
LOS ANGELES UNIFIED SCHOOL DISTRICT AND
UNITED TEACHERS LOS ANGELES

This 2011-12 Jobs and Services Restoration Agreement ("this Agreement") is made and entered into this 27th day of May, 2011 by and between the Board of Education of the Los Angeles Unified School District ("the District") and the United Teachers Los Angeles (UTLA).

1. **2011-12 Furlough Days:** This Agreement is entered into (a) pursuant to the statutory authority to establish a shortened instructional year; (b) in response to the critical financial need to reduce costs and save jobs and related services; and (c) to stabilize school staffing and facilitate proper school planning for the 2011-12 school year. The District and UTLA have agreed to implement a reduced instructional year and four (4) furlough days for the 2011-12 fiscal year, as provided below. This reduction in number of furlough days, and the District's decision not to seek reductions in the District's health benefits contribution rate at this time, have been made possible primarily by increased levels of anticipated State funding for the District as indicated in the Governor's May budget revise.

Furlough days are days that would normally be a paid part of the assignment/paid year basis, but as furlough days will become unpaid days. Such furlough treatment shall reduce annual salary, but shall not affect the current regular salary schedules or step/column advancement. The 2008-09 salary schedules shall be retained and the daily rates and hourly rates shall not be reduced. However, for purposes of calculating STRS service credit (earning a full year of service) the annual salaries shall be reduced to reflect the above furlough days. The 2011-12 furlough days are to consist of a reduction of three (3) instructional days and one (1) pupil-free day, subject to adjustment pursuant to Section 9 below. The calendar for furlough days, and related implementation dates, will be mutually developed between the District and UTLA with the goal of spreading the financial impact of the furlough days as evenly as practical over the work year.

2. **2011-12 Position Restorations:** As part of the above-described furlough program, the District will restore for 2011-12 all position reductions of school-based UTLA-represented employees paid from the General Fund or the Adult Education Fund and previously adopted as part of the augmented February 15, 2011 Budget Balancing Plan to address the 2011-12 Deficit, and to do so will restore the norm tables that governed staffing for fiscal 2010-11. This restoration covers the following positions and numbers of affected employees, by reversing the General Fund or Adult Education Fund budget actions contained in the Board action on February 15, 2011:

Adult Education Program	578
Arts Program	134
Counselors	71
Librarians	77
Nurses	57
Options Programs	54
Regional Occupational Centers/Program (ROC/ROP)	166 (FTE)
School Readiness Language Development Program (SLRDP)	388
Magnet Schools	155
Teachers – Grades 6-8	208
Teachers – Grades 4-5	197
Teachers – Grades K-3	<u>1,317</u>
Total	3,402

Such restorations, as with all positions that were not on the reduction list, will remain subject to reduction based upon (a) those caused by a school's change of instructional calendar from year-round to traditional; (b) normed or enrollment-driven reductions pursuant to the restored norm/enrollment tables; (c) those determined by categorical program/funding changes; (d) those driven by school reorganizations, consolidations or closures; and (e) school program or service delivery changes or reorganizations.

3. **Acknowledgement of Other Locally-Determined Positions:** As a result of additional retirements, RIF-related decisions and other locally-determined decisions, it is estimated that 1,700 classroom and non-classroom (e.g. Counselors and employees in Health and Human Services) positions have been created or saved through the use of school-determined funds.
4. **Other Anticipated Restorations:** As a result of the norm-driven classroom positions restored for 2011-12 pursuant to Section 2 above, it is anticipated that substantial school-based resources will be redirected to additional positions in categories such as Counselors and other Health and Human Services professionals.
5. **Jobs Bill Contingency:** In the event that the District's receipt of Jobs Bill funding is increased above the current \$103-million level (part of the District's expected \$113 million allotment is being held at the State level), the priority for use of the resulting increment in funds shall be directed toward restoration of District-identified site-based positions as required by law. The District will be filing its qualifying expenditure report with the State by June 10, 2011.
6. **Compensatory Z-Time:** Those School Psychologists, PSA Counselors, and Psychiatric Social Workers, whose work year basis for the first time will be reduced to C basis, shall for 2011-12 be assigned four days of Z-time work in order to mitigate the additional initial impact of the furlough days upon the work year. Any reduction in the number of furlough days pursuant to Section 9 below shall reduce the number of unused Z-time days on a day-for-day basis. Z-time cannot be worked on furlough days.
7. **Categorical Funding Allocations:** Most schools are eligible for Title I and other categorical funding allocations, some of which may be available to purchase teaching and support services positions. When employees funded through Title I and other categorical funds take the furlough days as required above, cost savings will be generated within those programs. It is agreed that, subject to applicable laws, such cost savings generated by UTLA-represented employees within the Title I and other categorical programs are to be dedicated, on a priority basis, to the objective of funding the purchase of additional positions within the following priority areas: Counselor and other Health and Human Services positions, librarians, and secondary class size reduction positions.
8. **Parity:** If, for the 2011-12 contract year, the District enters into a furlough agreement with any other bargaining unit which provides for fewer furlough days than under this Agreement, UTLA may reopen this Agreement for purposes of negotiating parity matters. For this purpose the total of furlough days in this Agreement and any other agreement shall be regarded as the same whether the furlough involves what would otherwise be a working day or what would otherwise be a paid non-work day.

9. **Budget Contingency:** In the event that the District's funded Base Revenue Limit per ADA income from the final State budget allocation for 2011-12 either exceeds or falls short of the currently-projected amount of \$4,622, the above-stated number of furlough days shall be adjusted as follows:

Each full increment of \$27 in the final Base Revenue Limit per ADA above or below the \$4,622 level shall result in a corresponding decrease, or increase, of one (1) furlough day. In the event of an increase in revenues, the maximum resulting decrease in furlough days shall be four (4); in the event of a decrease in revenue, the maximum resulting increase in furlough days shall be two (2). In the event that revenues fall below the \$4,568 level, the District may reopen negotiations to propose additional measures. To be deemed part of the above formula, the District income under consideration (i.e. the amount above or below \$4,622) must be fully funded in 2011-12, not deferred, and not subject to any mandates, restrictions, electoral approvals, or other contingencies.

In the event that the revenues change either up or down as compared to the \$4,622 level, the parties shall confer as to the application of the above terms and the District's implementation decision, and if the union concludes from those consultations that the District's decision is in violation of this Section 9, UTLA may immediately file and process a grievance at the Step II level under Article V of the Agreement.

10. **Impact Upon Matrix Procedures:** Schools shall conduct their matrix planning procedures in accordance with the restored norms of Section 2 above. Such processes shall commence anew immediately in anticipation of final ratification and adoption of this Agreement, and are to be completed prior to the last work day of the 2011-12 school year. The resulting initial assignments shall not be made until this Agreement has been ratified and adopted.

11. **Grievances:** In further consideration of this Agreement, UTLA agrees to withdraw the following Reduction in Force-related grievances:

<u>FILE DATE</u>	<u>REF. NUMBER</u>
03-30-2010	2010-100218
05-05-2010	2010-100307
09-13-2010	2010-100942
03-25-2011	2011-100223

12. **Impact Upon Negotiations:** This Agreement is intended to deal with its stated subject matters only, and shall not foreclose or affect other pending or anticipated negotiations between the parties affecting 2011-12 and future years, such as the pending reopener and successor contract negotiations pursuant Article XXXII, 3.0 of the 2008-11 District-UTLA Agreement.

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


Dated: May 27, 2011


Los Angeles Unified School District

Dr. John Bowes
Dick Fisher
Rob Samples
Dr. Tom Stekol

United Teachers Los Angeles

A.J. Duffy
Betty Forrester
Neal Gluckman
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Jesus Quinonez

By: 
Dr. John Bowes
Assistant Chief Human Resources Officer
Office of Staff Relations

By: 
A.J. Duffy
President
United Teachers Los Angeles

Adopted and approved by the Board of Education on _____, 2011.

By: _____
Monica Garcia
President