

**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)

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
APRIL 12, 2018**

**ARTICLE XIV  
SALARIES**

1.0 Salaries: The District and UTLA agree to a 2% increase to base salary retroactive to July 1, 2017.

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30.1 Salary Overpayments: For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, ~~\$200~~ \$300 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than ~~\$200~~ \$300 per pay period if necessary to recover the full overpayment within a two-year period. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment will be as much as the entire amount. In such cases, however, the District will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

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34.1 457(b) Enrollment: UTLA and the District acknowledge the importance of the retirement savings plans. Therefore, the parties agree to actively encourage UTLA represented employees to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging UTLA bargaining unit members to enroll.

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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.

**PREVIOUS PROPOSALS:**

08/21/17 – UTLA Initial  
11/02/17 – District Counter  
03/15/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
APRIL 12, 2018**

**ARTICLE XVIII  
CLASS SIZE**

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1.5 It is recognized that the class size restrictions of this Article may not be achieved due to circumstances such as state funding limitations, changes in the student integration or other programs, or statutory changes. Prior to implementing any variation from the class size restrictions of this Article, the District shall provide UTLA with a written notice of intent by March 15th, including a written rationale and a summary of applicable facts. Upon request of either party, the District and UTLA shall by April 1<sup>st</sup> meet and discuss the intended variation from the class size restrictions prior to implementation. The parties understand that the meet and discuss process must be completed by April 15<sup>th</sup> in order for the parties to plan appropriately for the next school year. Neither the District's budget development process and/or the issuance of layoff notices shall be deemed "implementation." Alleged violations of any terms of this section are subject to the grievance procedures of Article V.

A. The parties are in agreement that being in the bottom 10% of per pupil funding in the United States is unacceptable. LAUSD looks forward to working with UTLA, our other labor partners, the community and all of our stakeholders to increase funding levels. Should state base funding reach \$20,000 per pupil during the term of this Agreement, UTLA shall have the right to demand to bargain changes to the class size language for the upcoming school year.

B. The current class size norms established in 2017-2018 MOU on Class Size, Counseling and Teacher Positions signed August 22, 2017 shall continue for the 2018-2019 school year. The parties shall discuss class size norms after September 1, 2018 for the 2019-2020 school year.

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2.0 Class Size Averages and Maximums for:

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Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	TK-3	24	27
PHBAO Magnet	4-5(6)	27	30
PHBAO Magnet ( <u>Academic and Non-Academic</u> )	(6) 7-8	27	30
PHBAO Magnet ( <u>Academic and Non-Academic</u> )	9-12	27	30
<u>All Other Magnet Desegregated Receiver Magnet</u>	TK-3	24	27
<u>All Other Magnet Desegregated Receiver Magnet</u>	4-5(6)	29.5	33
<u>All Other Magnet Desegregated Receiver Magnet (Academic and Non-Academic)</u>	(6) 7-8	29.5	33
<u>All Other Magnet Desegregated Receiver Magnet (Academic and Non-Academic)</u>	9-12	29.5	33

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

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

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

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4.0 Problem Solving Process: Class Size Averages & Maximums

a. If the class size averages and/or maximums in this Article are exceeded beyond fifteen (15) work days after norm day, upon request of an affected teacher(s), the site administrator shall conduct a review of the circumstances causing the violation upon written request of the affected teacher(s).

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**PREVIOUS PROPOSALS:**

06/01/17 – UTLA Initial  
06/20/17 – District Counter  
10/12/17 – UTLA Counter  
03/01/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
APRIL 12, 2018**

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

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6.1 Secondary ROC/ROP Weekly Preparation Time: Beginning with the 2018-19 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 one (1) additional hour per week for professional duties including preparation for class, collaborative planning and conferences with parents, students and staff members.

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10.0 Work Year: Employees may be assigned or reassigned to any of the following bases of assignment listed below. Employees reassigned to a different assignment basis for the following year are to be notified of the change by June 15<sup>th</sup> of the previous calendar year. Failure to provide such notice shall not stop the basis change from occurring. ~~provided that~~ Such change in assignment basis shall not be made for the purpose of depriving employees of holiday or accrued vacation benefits.

**Previous Proposals:**

09/15/17 – District Initial

03/15/18 – UTLA Counter

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES  
APRIL 12, 2017**

**ARTICLE XX**

**SUMMER/WINTER/INTERSESSION -  
INTERVENTION/EXTENDED LEARNING PROGRAM SESSIONS**

1.0 General: Applicants must initially apply to one site and, if not selected at that school, must be available for all schools in that geographic area. For voluntary and mandatory student summer session (intervention)/ ~~multitrack school intersession (intervention)~~ and/or Extended Learning Program purposes, elementary, secondary and Special Education schools are considered to be a part of the geographic area in which they are located. For Designated Instructional Services (DIS) Programs, the program office shall be considered the school for application and assignment.

a. Applicants may apply for only one subject field and/or program.

b. Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.

c. 50% Rule for priority: An applicant who was paid in a status other than substitute for 50% or more of the hours the mandatory or voluntary student summer school ~~term/multitrack school intersession~~ and/or extended learning program was in session shall be considered to have taught for the purpose of determining priority rating.

d. ~~Multitrack year-round school teachers shall not be permitted to serve in the single track school's regular K-12 summer school term or extended learning session program, but may serve during intersession programs in a multitrack school. (See Section 10.0 of this Article.)~~ **[HOLD]**

e. Employees whose basic assignment is limited to Adult Education shall be eligible solely for assignment in Adult Education summer session.

f. Each applicant shall be notified in writing as to assignment (or non-assignment) to a summer session.

2.0 Eligibility: Teaching Experience: Except for elementary teachers applying for all intervention/Extended Learning Programs, at time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher or as a summer session or multitrack school intersession teacher in the subject field for which they apply. "Subject fields" shall, for purposes of this Article, be as reasonably designated by the District; e.g., Math and Advanced Math have been designated as separate subject fields, as have Physical Science and Biological Science.

a. Elementary school teachers applying for intervention and Extended Learning Programs, please see 13.0 below.

b. An employee who is on leave from the District for the semester prior to the summer session is not eligible for assignment.

c. An applicant who has received, within the most recent two school years immediately preceding the summer session assignment, an overall evaluation of or less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act, or suspension shall not be assigned to a school without the consent of the principal or and program coordinator.

2.1 Selection Exceptions – Teacher selection processes for summer/winter sessions, extended learning sessions and displacement shall be follow the criteria and procedures outlined in Sections 3.0, 4.0, 5.0, 6.0, 9.0, 12.0 and 13.0 below. The only exceptions to this criteria and procedures shall occur when the site administrator reasonably determines that any specific assignment is not in the best interest of the educational program.

3.0 Selection - Secondary Schools First Round: Voluntary Summer School Term: Not less than ten working days prior to the deadline date for summer session applications, the District shall establish and distribute a list of schools for each geographic area showing the specific courses and/or Special Education programs that are planned to be offered at each school (listed by subject field).

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4.0 Selection – Secondary Second and Third Round: Voluntary Summer School Term: If any school is not completely staffed after the above process is completed due to a lack of eligible applicants to that school, unassigned applicants from the geographic area pools shall be assigned to the remaining vacant positions based upon teaching experience, priority, and seniority as described above.

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5.0 Selection - Elementary Schools, All Rounds: Summer School Term: Please see 13.0 below.

6.0 Displacements: Where and when a voluntary or mandatory summer school term session site becomes over-teachered on or before norm date, teachers shall be displaced within a program or subject field based on District seniority within the priority categories, beginning with the lowest priority. Additionally, in elementary schools, the criteria referenced in 13.0 will be considered. Applications of teachers so displaced shall be forwarded to the appropriate geographic area pool for assignment to openings based upon priority and seniority in any of the summer school term /intervention programs for which they are authorized to teach.

a. When a site is deleted, those who had been assigned to that site will be placed in the appropriate geographic area pool and given preference within their priority category for assignment to vacancies in other schools in that geographic area in any of the summer school term /intervention programs for which they are authorized to teach.

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~~10.0 Voluntary Intersession — Multitrack Secondary Schools: Priority for assignment of applicants to intersession programs in multitrack schools shall be given to teachers currently assigned to that school. If more applicants apply than there are positions at the school, employees shall be selected for the assignments on the basis of priority and seniority as in 3.0 above.~~

~~a. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, District seniority shall determine the selection. Ties in District shall be broken under the provisions of Article XI, Section 6.2. The remaining applicants shall be eligible for assignment as described under Section 13.0, Priority Five below. The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours, Duties shall apply to intersession. [Hold]~~

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12.0 Summer Session Adult Education: Summer Session assignment in the Division of Adult and Career Education shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply: All references to "employees" in this Article are applicable to "personnel" as that term is used throughout Article XXI and in particular Section 1.1 thereof.

a. Only personnel who have taught in the Division during the past school year are eligible to apply for summer school term assignments. New personnel shall not be recruited to teach summer school term as long as qualified applicants remain unassigned.

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13.0 Elementary School: Intervention/Extended Learning Programs: Intervention/Extended Learning Programs assignments in grades K-8 (but does not include the Middle School Summer School Term or Multitrack Middle School Intersession Program) shall generally be governed by the foregoing provisions of this Article, however, the following shall also apply:

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c. Compensation: Teachers who participate in such Extended Learning Programs shall be compensated on X basis (40thly hourly rate). The summer school term rate (Z basis at 40thly hourly rate + a differential factor of 1.09224) will be used only if the following conditions exist:

- (1) Class size in the affected grades are at or higher than the District class norm for summer school term /multitrack school intersession.
- (2) Student instructional hours are a minimum of \*\* four hours per day and the length of time which will make them eligible for class credit. (\*\* Established length of time for summer school term/multitrack year-round school intersession is six weeks, however, the year-round school intersession may be broken up into two week or three week blocks of time for a total of six weeks.)

~~13.1 Mandatory Student Summer Session/Multitrack Intersession Elementary: For Weeks 1-6 teachers who participate shall be compensated at the summer school term rate (i.e., Z basis at 10thly hourly rate + differential factor of 1.09224) for four hours of instructional time per day.~~

~~a. For weeks 5 and 6 teachers who participate will receive an additional hour per day at X basis for a total of 10 hours.~~

~~b. For year-round schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.~~

~~13.2 Mandatory Student Summer School Term /Multitrack School Intersession/Intervention Selection - Elementary: All conditions for selection described above shall apply in addition to the following: Single track calendar sites with less than the specified number of eligible students will be combined within local District and treated as a single, local site.~~

~~a. Staffing for local District center sites (sites housing students from several sites) will be determined by the local District center principal using the above selection process (i.e. local District centers will be treated as single site).~~

14.0 ~~Secondary School: Intervention/Extended Learning~~  
programs

a. ~~Selection: refer to section 3.0 above.~~

b. ~~Compensation: Teachers who participate in such mandatory Intervention classes shall be compensated in the following manner:~~

(1) ~~For Weeks 1-6 Teachers will be compensated at the summer school term rate (i.e., Z-Basis at 10thly hourly rate + differential factor of 1.00224) for 4 hours of instructional time per day.~~

(2) ~~For Weeks 5 & 6 Teachers will receive an additional hour per day at X-basis for a total of 20 hours (i.e., auxiliary).~~

~~NOTE: For Year Round Schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session. [Hold]~~

15.0 For any training required of these programs, the teacher will be compensated at X-bases basis (10thly hourly rate).