

**REOPENER AGREEMENT OF MAY 17, 2016
BETWEEN
LOS ANGELES UNIFIED SCHOOL DISTRICT
AND
UNITED TEACHERS LOS ANGELES**

This Agreement is made and entered into this 17th day of May 2016 by and between the Board of Education of the Los Angeles Unified School District and United Teachers Los Angeles. The District and UTLA have met and negotiated in good faith and have completed their reopener negotiations pursuant to Section C-1 of their 2014-2017 Agreement. The parties hereby agree to the attached provisions as follows:

- Article X – Educator Development, Support and Evaluation (Effective July 1, 2016)
- Article XVIII – Class Size (Effective July 1, 2016)
- 2016-2017 MOU RE: Class Size, Additional Counseling/Teaching/HHS Staffing

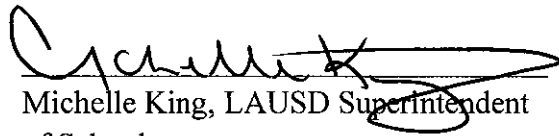
The above provisions resolve the above subject matters for 2015-16 reopener negotiations. This Agreement is subject to ratification by the UTLA membership and final adoption by the LAUSD Board of Education.



Alex Caputo-Pearl, UTLA President

5-17-16

Date



Michelle King, LAUSD Superintendent
of Schools

5-17-16

Date

Steve Zimmer, LAUSD Board President

Date

AMENDMENTS TO ARTICLE X - INTRODUCTION:

- It is acknowledged by the parties and agreed that (i) the following provisions of Article X deal only with the specific parts of the evaluation-related provisions of the LAUSD-UTLA Agreement that are expressly re-adopted or amended herein, and only to the extent expressly stated herein; and that (ii) there remain other current evaluation-related provisions of Article X and its previous amendments and supplement, which are not expressly amended or repealed by this document, and therefore remain in full force and effect.
- The following agreement includes underlined language for additions or changes and strikethrough language for deletions to the amended portions of the current UTLA-LAUSD Agreement.

ARTICLE X - EDUCATOR DEVELOPMENT, SUPPORT AND EVALUATION

- 1.0 Purpose: The purposes of these procedures are to encourage a career long growth model of educator development and support, evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, ~~impose discipline where appropriate~~ and continue to improve the quality of educational services provided by employees.
- 2.0 Evaluator: The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility. Any bargaining unit employee, including but not limited to a department chairperson, who objects to being required to evaluate another employee, shall not be required to do so, but may be required to participate in classroom visitations, guidance and assistance. As to evaluation of site-based support service personnel excluding library media teachers, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation.
- 3.0 Frequency: Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees. In the case of permanent employees who are deemed "highly qualified" under 20 U.S.C. Section 7801, and have been employed by the District for at least 10 years, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:
 - a. Any such arrangement for an evaluation beyond the two-year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.
 - b. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next

intended evaluation, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.

- c. Because the Education Code (Section 44664) makes these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of the notice provisions of paragraph b. above are subject to grievance procedures.
- d. In recognition of the increased time and effort that ~~anticipated~~ improvements to the evaluation system will entail for both site administrators and teachers, the District immediately will be authorizing extensions of the period of time between evaluations for most employees with ten or more years of experience, from every second year to every third, fourth or possibly fifth year, ~~(details under continuing discussion and planning between the District and UTLA). This will immediately cause a significant number of those currently under evaluation to be granted the opportunity to defer their evaluation year from this year or next year to a future year, pursuant to agreement between the administrator and employee, as provided in Article X, Section 3.0 and Education Code Section 44664 above.~~

3.1 Notification to Employee:

- a. An employee who is to be evaluated during a given academic year shall be so notified by site administration, if not by the end of the previous academic year then by the Fall norm day of the evaluation year or the last workday of the 5th week of school, whichever is earlier. In the case of employees first reporting to work at a school within the ten-day period preceding the above Fall notice date, or later, the notice is to be given within ten workdays of the employee reporting to work at the school.
- b. Employees newly assigned to a school later than the last workday of the eighth week of the Fall term shall not be subject to evaluation that year, except in situations where the employee does not have permanent status or has received a below-standard evaluation in the previous academic year.

4.0 Establishment of Objectives:

- a. ~~Soon after commencement~~ By the last workday of the eighth week of the academic year, the evaluator and employee shall work cooperatively to establish the employee's objectives for the year. The establishment of objectives shall be accomplished through one or more Initial Planning Conferences to discuss Initial Planning Sheets, proposed objectives and related strategies.
- b. For employees newly assigned to the school after the notice period of Section 3.1 but before the last workday of the 8th week of the academic year, the evaluator and employee shall work cooperatively to establish the employee's objectives for the year no later than the last workday of the twelfth week of the academic year.

4.1 Individual performance objectives and overall performance expectations shall relate to, but not necessarily be limited to, the following:

- a. Standards of expected student progress and achievement for the grade level and areas of study based on District, special program and local school determinations; and appropriate instructional objectives and strategy-planning methods, instructional materials, and methods of assessing student progress and achievement;
 - b. Expected employee competence, including but not limited to knowledge of subject matter, adherence to curricular objectives, use of effective teaching and supervision techniques, effective use of time, maintenance of appropriate professional relationships and communications with students, parents, and other staff members, and compliance with District and school rules, policies, and standards;
 - c. The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to Article IX, Hours; and
 - d. The maintenance management of proper student control and suitable classroom climate and learning environment, with mutual respect and proper sensitivity to such issues as race, sex gender identity, ethnicity, identified disabilities, the handicapped, and socioeconomic differences.
 - e. Performance focus elements to be included in individual objectives shall be limited to seven for each employee, all of which are to be drawn from 15 District-designated annual focus elements. Of the seven, three (3) will be designated by the District, an additional three (3) will be selected by the employee, and one (1) will be cooperatively selected by the employee and evaluator; and
 - f. For non-teaching employees such as counselors, psychologists, PSAAS Counselors and other support service personnel, performance objectives shall be comparable to the above, but are to be related to the duties of their particular classification.
- 4.2 If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level for resolution. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement. In such cases the employee's required signature indicates only receipt and acknowledgment of the objectives which will be used for evaluation purposes.
- 4.3 During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification. If the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level as set forth in the preceding paragraph.

5.0 Observations, Records, and Assistance:

- a. Employees being evaluated shall receive one (1) Formal Observation during the academic year, no later than the last workday of the sixth week of the second semester. Observations The Formal Observation shall should be followed by conferences a post-

~~observation conference between the evaluator and employee to discuss the employee's performance toward meeting the individual objectives established pursuant to Sections 4.0 and 4.1 of this article. The post-observation conference shall occur no later than ten (10) workdays after the formal observation. If problems are identified, the evaluator shall make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within four working days of the post-observation conference, a copy of written records relating to observations, advisory conferences and assistance offered or given shall be given to the employee for the employee's information, guidance, and as a warning to improve performance.~~

- b. The ratings for a Formal Observation shall be “Effective Practice”, “Developing Practice”, and “Ineffective Practice”.
 - c. Employees being evaluated shall receive one (1) Growth Plan visit during the academic year. Performance during Growth Plan visits shall not be rated.
 - d. If problems are identified during a Formal Observation, Growth Plan Visit, or any other type of observation, the evaluator shall meet with the employee, make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within four workdays of a post-observation conference, post-growth plan visit conference, or other types of conferences in which problems are identified, a copy of records relating to observations, conferences and assistance offered or given, shall be provided to the employee for the employee’s information, guidance, and as a warning to improve performance.
 - e. Provisional and Probationary employees, and any employees whose evaluation cycle has been scheduled as the result of receiving an overall final evaluation of Below Standard for the previous year, are encouraged to pursue additional voluntary Formal Observations and Growth Plan Visits and related guidance and assistance to encourage development opportunities as needed.
 - f. While the entire evaluation cycle is an inherently collaborative and reflective process, the written “reflection” elements of the evaluation cycle are to be considered voluntary and optional for the employee.
- 6.0 Final Evaluation Report: Not less than 30 calendar days before the last regularly scheduled school day of the employee’s scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee’s overall performance and progress toward objectives is evaluated. The ratings for a Final Evaluation shall be “Exceeds Standards”, “Meets Standards”, and “Below Standard”. Prior to the end of the school year the evaluator shall hold a Final Evaluation Conference with the employee to discuss the content of the Final Evaluation Report its contents. When a Final Evaluation Report is marked "Below Standard," the evaluator shall specifically describe in writing the area(s) of below standard performance, together with recommendations for improvement, and the assistance given and to be given.
- 6.1 The employee's required signature on the form does not necessarily indicate agreement with its contents, and the employee may attach a written response to each copy of the form within ten working days from date received. Such a written response becomes a permanent

part of the record. The employee may also appeal the matter to the next higher administrative level.

- 6.2 The employee shall be given a copy of the Final Evaluation Report at the conference. A copy shall be placed in the employee's personnel file, and a copy retained by the school or office. Evaluation forms shall not be considered a public record.
- 6.3 Grievances: Evaluations are not subject to the grievance procedures of Article V, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Exceeds Standards" or "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. Expedited arbitration procedures will be utilized when the threshold issue of "significant disparity" is submitted to a preliminary hearing for determination as to whether the case is subject to the grievance procedure (see Article V, Sections 13.0 and 15.0).
- 6.4 The final overall evaluation rating of "Meets Standards" shall not be treated as the equivalent of "Below Standard" for purposes of accountability as described in other parts of this article or other parts of this Agreement. Additionally, an overall rating of "Meets Standards" shall not be used as grounds for discipline or as grounds to disadvantage the employee for purposes of "skipping" criteria in a reduction in force.
- Collaborate to move the "discipline" provisions (starting with Section 9) to become Article X-B. This may involve additional language additions and changes to Article X and also to a new Article X-B.
 - Move PAR provisions into Article X, to fit within the new broader subject matter of Article X.

TA: 
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The following agreement includes underlined language for additions or changes and strikethrough language for deletions to the amended portions of the current UTLA-LAUSD Agreement.

ARTICLE XVIII - CLASS SIZE

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

7.0 Special Education: The District shall make a reasonable effort to maintain special education class size as indicated in Appendix A for the term of this Agreement. In schools having two or 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. The Special Education Division's monthly class size reports shall be provided to the Class Size Task Force and made available for inspection by any employee or UTLA representative.

When a special education class/caseload has exceeded the norm by two or more students, the teacher may notify the Special Education Coordinator. Within ~~one calendar month~~ fifteen (15) workdays of the notification, if the condition persists, the District shall make a reasonable effort to remedy the situation, after consultation with the affected teacher by means such as the following:

- a. the transfer of excess student(s) to another class or school site, or
- b. the opening of an additional class if sufficient students are available, or
- c. the assignment of additional aide(s) to the class,

Upon request, the District shall advise the teacher, in writing, as to the reason and anticipated duration of the excess student(s), and as to any efforts being taken to remedy the situation.

8.0 Class Size Task Force:

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

- a. Meet quarterly ~~no less than once per month~~ during District business hours, unless Task Force members mutually agree to schedule additional meetings at other intervals or times. District employees appointed to the Task Force shall be released from their regular employee duties at no loss of salary or benefits.
- b. Receive a monthly report from the District showing K-12 class sizes, including special education caseloads, for all LAUSD K-12 school sites.
- c. Review the monthly reports and identify patterns deserving further attention and analysis.

- d. ~~Make regular reports to the LAUSD Superintendent.~~
- e. Review all approved waivers related to class size averages and/or maximums.
- f. Explore options and strategies for reducing class sizes, ~~HHS ratios, special education caseloads~~ in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions.
- g. The subject matters to be discussed by the Task Force may include matters of consultation or permissive bargaining, as well as matters that fall within the scope of mandatory bargaining. However, the Task Force shall not have authority to engage in bargaining, reach agreements or make joint reports/recommendations. Task Force members shall report back to their respective bargaining teams in an advisory capacity.

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UTLA - LAUSD
2016-2017 MEMORANDUM OF UNDERSTANDING
FOR
CLASS SIZE, COUNSELING, TEACHING, & HHS STAFFING

1. **2016-17 Class Size Variations from Article XVIII:** Pursuant to Article XVIII, Section 1.5, the District and UTLA have met and discussed the factual basis and rationale for the District's announced intent to assert contractual circumstances permitting certain variations from the class size restrictions of Article XVIII for the 2016-17 school year, and have agreed that the adoption of those 2016-17 class size averages and maximums is in compliance with Article XVIII, Section 1.5, as follows:

Type of School	Grade Levels	2016-17 Average Class Size	2016-17 Maximums
PHBAO (Predominantly Hispanic, Black, Asian & Other Non-Anglo)	TK-3	24.00	27
PHBAO	4-5(6)	30.50	34
PHBAO Academic	(6) 7-8	34.00	37
PHBAO Academic	9-10	34.00	37
PHBAO Non-Academic	(6) 7-8	42.50	46
PHBAO Non-Academic	9-10	42.50	46
PHBAO Academic & Non-Academic	11-12	42.50	46
Desegregated Receiver (Schools Governed by the Student Integration Program)	TK-3	24.00	27
Desegregated Receiver	4-5 (6)	36.00	39
Desegregated Receiver Academic	(6) 7-8	39.50	43
Desegregated Receiver Academic	9-10	39.50	43
Desegregated Receiver Non-Academic	(6) 7-8	42.50	46
Desegregated Receiver Non-Academic	9-10	42.50	46
Desegregated Receiver Academic & Non-Academic	11-12	42.50	46

Type of School	Grade Levels	2016-17 Maximums
PHBAO Magnet	TK-3	24
PHBAO Magnet	4-5(6)	31
PHBAO Magnet (Academic and Non-Academic)	(6) 7-8	34
PHBAO Magnet (Academic and Non-Academic)	9-12	34
Desegregated Receiver Magnet	TK-3	27
Desegregated Receiver Magnet	4-5(6)	34
Desegregated Receiver Magnet (Academic and Non-Academic)	(6) 7-8	37
Desegregated Receiver Magnet (Academic and Non-Academic)	9-12	37

The problem-solving process described in Article XVIII, Section 4.0 of the UTLA-LAUSD Agreement shall be applicable to any alleged violations of the above 2016-17 averages and maximums.

2. Additional Secondary Counseling and Teaching Supports for the 2016-17 School Year

- a. **Diploma Project Counseling:** Secondary schools and their zones of support currently participating in the 2015-16 Diploma Project are to continue for 2016-17 with their existing full-time A-G Diploma/Re-Entry Counselor position (with a Pupil Personnel Credential in School Social Work and Child Welfare and Attendance), and will also continue to receive support from a full-time PSA Counselor.
- b. **Other Diploma Counseling:** Each high school classified as Title I and not participating in the 2015-16 Diploma Project shall receive one A-G Diploma Counselor (with a Pupil Personnel Credential in School Social Work and Child Welfare and Attendance) position to serve that school and its zone of supported shared school sites, co-locations and neighboring continuation/alternative schools.
- c. **Additional Teacher Position for Secondary Schools:** In order to reduce class size in elective courses, and/or to support opportunities for the addition of arts and other enrichment electives, one additional FTE teacher position shall be assigned to each middle and high school in the District for 2016-2017. This includes SPAN schools with at least 200 secondary students and Pilot/small schools, but does not include options/alternative schools.

3. **Additional Elementary Teacher Position for the 2016-17 School Year:** There shall be an allocation of one additional teaching position for the upper elementary grade levels (grades 4-6 as a group) for each of the 55 highest-need elementary schools, as ranked by the LAUSD Student Equity Index (a total of 55 positions).

4. **HHS Support Enhancements for the 2016-17 School Year:** For 2016-17, there shall be an allocation of funds from the District to the highest-need schools as ranked by the LAUSD Student Equity Index. Such funds are to support an additional 17 days of assignment (Z Time) to a total of 53 FTE Psychiatric Social Worker and/or Pupil Service and Attendance Counselor positions that have been purchased by secondary schools in their local school budget plans for 2016-17. For such purchased positions that are less than full time at a qualifying school, the number of additional days of assignment is to be adjusted proportionately. The first priority for the above funding of Z Time shall be the middle schools, with the any remainder to be allocated to high schools.

5. **Special Education Class Size/Caseloads Task Force of 2016-17:** A Special Education Task Force, comprised of five UTLA appointees and five (5) LAUSD appointees shall be established. The Task Force shall:

- a. Meet at approximately monthly intervals during District business hours, unless the parties agree to additional special meetings at other intervals or times. When Task Force meetings are scheduled during regular work hours, members who are District employees shall be released from their regular employee assignments at no loss of salary or benefits;

- b. Receive reports from Special Education regarding class size and caseloads for LAUSD K-12 school sites and identify patterns deserving further attention and analysis;
- c. Conduct a broad review of SPED class size and caseloads. Explore options and strategies regarding matters such as:
 - Definitions and categories for caseload, workload, and class size
 - Impact of direct vs. indirect services for students
 - “Weighting factors” that may impact norming, from “teacher-based” perspective and/or “student-based” perspective
 - The substantial growth in numbers of students with disabilities integrated/included in the general education environment, and exploration of potential school flexibility to utilize Gen Ed and Special Ed teacher allocations
 - Review of roles and qualifications of other involved adults and support services, as they may affect teacher resources
 - Review of options to remedy excess student assignments in Special Education
 - Requests for paid release time to work on federally-mandated student assessments;
- d. The subject matters to be discussed by the Task Force may include matters of consultation or permissive bargaining, as well as matters that fall within the scope of mandatory bargaining. However, the Task Force 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; and
- e. This Task Force shall be convened for the 2016-17 school year, unless extended by mutual agreement of the parties.

6. **HHS Recruitment/Retention Working Group of 2016-17:** The District shall create a Health & Human Services Recruitment/Retention Working Group to explore and identify strategies for recruiting and retaining Health and Human Services Staff. The Working group shall be comprised of five designated representatives each from UTLA and the District and shall meet once a month commencing by August 31, 2016. This Working Group shall conclude in December of 2016 and the party representatives shall report back to their respective bargaining teams. UTLA representatives on the committee shall be released from their regular employee duties at no loss of salary or benefits.

7. **Educator Development and Support Committee for 2016-17:** The tri-party Educator Development & Support Committee shall be re-convened and meet at mutually convenient times between August 15, 2016, and December 15, 2016 in anticipation of resumed bargaining commencing in early 2017 regarding 2017-18 evaluation procedures. There are to be up to five persons representing each party, appointed by and serving at the discretion of their respective entities.

Subject matters for Committee review and discussion shall include, but not be limited to, LAUSD certificated performance evaluation matters such as the multi-level ratings of observed

instructional practices, professional development, PAR, NBC support, Mentor Program, and Beginning Teacher support programs. The subject matters to be discussed within the Committee may also include matters of consultation or permissive negotiations as well as subjects of required future negotiations, and may include discussion and review of the District's educational policies and standards of performance for instruction, the Teaching & Learning Framework and the California Standards for the Teaching Profession, and the relationship between those standards.

The Committee and its members shall not have authority to engage in bargaining, agreements or joint recommendations; they are instead to exchange information and viewpoints, and try to identify potential useful approaches to take back to their own respective appointing entities for consideration.

When Committee meetings are scheduled during regular work hours, Committee members who are District employees shall be released from their regular duties without loss of salary and benefits.

- 8. **Grievance Procedures:** The grievance procedures of Article V of the UTLA-LAUSD Agreement are to be applicable to alleged violations of any of the above MOU provisions.

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