

PREVIOUS PROPOSALS:

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

DISTRIBUTED TO UNION

APR 26 2018

206

**LOS ANGELES UNIFIED SCHOOL DISTRICT
BARGAINING PROPOSAL TO UNITED TEACHERS LOS ANGELES
APRIL 26, 2018**

**ARTICLE XVIII
CLASS SIZE**

...

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 1st 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 15th 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 reopen negotiations on class size after September 1, 2018 for the 2019-2020 school year.

...

2.0 Class Size Averages and Maximums for:

...

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 (Academic and Non-Academic)	(6) 7-8	27	30
PHBAO Magnet (Academic and Non-Academic)	9-12	27	30
All Other Magnet Desegregated Receiver Magnet	TK-3	24	27
All Other Magnet Desegregated Receiver Magnet	4-5(6)	29.5	33
All Other Magnet Desegregated Receiver Magnet (Academic and Non-Academic)	(6) 7-8	29.5	33
All Other Magnet Desegregated Receiver Magnet (Academic and Non-Academic)	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.~~

...

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.

...

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).

...

7.0 Special Education: The District shall make a reasonable effort to maintain special education class size as indicated in ~~Appendix A~~ Section 7.1 below 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 Division's monthly class size reports shall be made available for inspection by any employee or UTLA representative.

When a special education class has exceeded the norm by two or more students, the teacher may notify the Special Education ~~Coordinator~~ Administrator. Within fifteen (15) calendar days 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 and resources are available, or
- c. the assignment of additional aide(s) to the class.

Upon request, the District shall advise the employee as to the reason and anticipated duration of the ~~excess~~ additional student(s), and as to efforts being taken, if any, to ~~remedy~~ address the situation.

7.1 Special Education Class Size and Designated Instructional Services Caseloads for the 2018-2019 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.

7.2 Resource Specialist Programs (RSP): Teachers serving in Resource Specialist Programs shall carry a caseload in accordance with California Education Code 56195.8 which is currently at 24 – 28 students.

[SPECIAL NOTE: The parties agree to delete Appendix A (Bulletin No. 29 (Rev.) Dated – December 1, 1981) from the Agreement]