

UNITED TEACHERS LOS ANGELES
Bargaining Proposal
August 21, 2017

ARTICLE XVIII - CLASS SIZE & STAFFING

~~[Note: Several of the class size restrictions in this Article have been temporarily affected by the District's exercise of its rights under Section 1.5 resulting from the District's fiscal crisis. Such changes are effected in District bulletins to the schools.]~~

1.0 General Provisions: The following general provisions and definitions apply to this Article:

- a. In interpreting and applying the class size restrictions of this Article, only "active" enrollment shall be considered.
- b. Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis.
- c. As used in this Article, the term "teacher" or "position" refers to a full time equivalent (FTE) classroom teacher or position.

1.1 For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date", herein defined as the last instructional day of the fifth week from the beginning of each school year. As of that date the number of teachers to be assigned to a school shall be based upon the class size averages and maximums number of students listed in the teacher Allocation Tables and the staffing requirements of this Article.

~~1.2 For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:~~

- ~~a. At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term.~~
- ~~b. At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position, and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.~~

~~1.3 Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:~~

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~~a. From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to register carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.~~

~~b. After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register carrying classroom teaching functions in classes or departments exceeding the expected class size.~~

1.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.

~~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, including a written rationale and a summary of applicable facts. Upon request of either party, the District and UTLA shall meet and discuss the intended variation from the class size restrictions prior to implementation. 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.~~

(See waiver notification presented by UTLA on May 25, 2017)

1.6 Class Size Arbitration Procedures: If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority, where no other reasonable or practical options are deemed appropriate, to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.

~~1.7 If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.~~

2.0 Class Size Averages & Maximum for:

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO (Predominantly Hispanic, Black, Asian, & Other Non-Anglo)	TK-3	24.00	27
PHBAO	4-5 (6)	27.00	30
PHBAO Academic	(6) 7-8	27.00	30
PHBAO Academic	9-10	27.00	30
PHBAO Non-Academic	(6) 7-8	36.25	39
PHBAO Non-Academic	9-10	35.50	39
PHBAO Academic & Non-Academic	11-12	35.50	39
Desegregated/Receiver (Schools Governed by the Student Integration Program)	TK-3	24.00	27
Desegregated/Receiver	4-5 (6)	32.50	36
Desegregated/Receiver Academic	(6) 7-8	32.50	36
Desegregated/Receiver Academic	9-10	32.50	36
Desegregated/Receiver Non-Academic	(6) 7-8	36.25	39
Desegregated/Receiver Non-Academic	9-10	35.50	39
Desegregated/Receiver Academic & Non-Academic	11-12	35.50	39

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	TK-3	24.00	27
PHBAO Magnet	4-5 (6)	27.00	30
PHBAO Magnet	(6) 7-8	27.00	30
PHBAO Magnet	9-12	27.00	30
All Other Magnet	TK-3	24.00	27
All Other Magnet	4-5 (6)	29.5	33
All Other Magnet	(6) 7-8	29.5	33
All Other Magnet	9-12	29.5	33

* In order to be considered 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 negotiated specifically for the 2015-2016 and 2016-2017 school years.~~

- 2.1 For purposes of the class size chart in Section 2.0 of this Article, Academic classes are those in English Language Arts, Math, Social Studies, Science, and Foreign Language. Non-academic classes are all electives, excluding Physical Education and activity classes such as Band and Drill Team.
- 2.2 Schools not falling within the categories provided in Section 2.0 of this Article (PHBAO, Desegregated/Receiver, or Magnet) ~~above~~ shall maintain class size averages and class size maximums consistent with Desegregated/Receiver schools ~~schools governed by the Student Integration Program (Desegregated/Receiver schools).~~
- ~~2.3 Other Regular Program Class Size Averages & Maximums:~~
- ~~a. Elementary schools: Taken together, all classes at a school in grades K-3 are to average 24 students, and in grades 4-6 are to average 35.5 students.~~
 - ~~b. Middle Schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.~~
 - ~~c. Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.~~
- 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.

3.0 Distribution of Students Within Grade Levels, Departments and Classes: The site administrator shall be obligated to consult with the chapter chair and Grade Level and 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 ten (10) fifteen (15) work days after norm day, upon request of an affected teacher defined as the last instructional day of the fifth week from, the site administrator shall conduct a review of the circumstances causing the violation upon written request from an affected teacher(s).
- b. The administrator shall then meet within five (5) work days with the affected teacher(s), grade level or department chair (add SLC lead teacher if applicable), and chapter chair to discuss the review, and provide a written explanation for the violation of class size averages and/or maximums and the efforts made to balance classes in order to meet the averages and/or maximums.
- c. The parties will discuss options for meeting the required averages and maximums without limiting student access to a full range of course options in a manner which does not disrupt the instructional program or exceed the school's allocated resources. Such options may include a class size waiver for the school site in accordance with the waiver procedures described in LAUSD Policy Bulletin 6029.2 (January 15, 2014)
- d. If an agreement is not reached on a solution following a-c above, the affected teacher(s) or UTLA may initiate a grievance in accordance with Article V of this Agreement. The timeline for initiating a grievance shall start upon completion of a-c above.

5.0 Counseling Services: The District ~~and UTLA share the goal of achieving~~ shall maintain a secondary school counseling services ratio of 500-1 400-1 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 1,000 students would have 2 secondary counselors, while a middle school or high school with 1,001 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, to every Middle School and High School. The Teacher Librarian positions shall be paid for by the central office.

5.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school. The School Nurse positions shall be paid for by the central office.

5.3 For every 400 students, the District shall provide one (1) of the following school based positions:

a. Restorative Justice Advisor

b. Dean

c. Psychiatric Social Worker

The Local School Leadership Council shall determine which position(s) shall be provided as part of the annual school adoption of a School Climate & Discipline Plan. The determination of positions under this section shall not impact the school site budget positively or negatively; e.g. a school receiving a larger allocation as a result of choosing a less costly position, or receiving a reduced allocation as a result of choosing a more costly position. Each position allocated under the terms of this section shall provide direct service to students for the majority of their assigned day.

6.0 Early Education Centers: Pursuant to State requirements, the allocation of staff is to be determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept).

~~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 has exceeded the norm by two or more students, the teacher may notify the Special Education Coordinator. Within 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~~

~~e. 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.~~

(see Special Education proposal provided by UTLA on July 19, 2017)

- 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 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. Review all approved waivers related to class size averages and/or maximums.
 - e. Explore options and strategies for reducing class sizes in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions.
 - f. These 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.