

INTER-OFFICE CORRESPONDENCE
LOS ANGELES UNIFIED SCHOOL DISTRICT
Office of Labor Relations

TO: Local District Superintendents
K-12 Site Administrators

DATE: August 22, 2017

FROM: Najeeb Khoury, Director
Office of Labor Relations



SUBJECT: REVISED 2017-2018 MEMORANDUM OF UNDERSTANDING FOR CLASS SIZE, COUNSELING AND TEACHER POSITIONS

This memo is to provide you with a copy of the revised 2017-2018 Memorandum of Understanding for Class Size, Counseling and Teacher Positions between the District and United Teachers Los Angeles. This Agreement replaces the May 4, 2017 Agreement on this topic.

Site administrators are reminded to engage in the problem solving process outlined in Article XVIII, Section 4.0 of the LAUSD/UTLA Collective Bargaining Agreement as appropriate. An excerpt from this Article is attached for your reference. If you have any questions regarding the District's obligations under this section, please contact your Staff Relations Field Director.

c: Budget Services
Office of Staff Relations

ATTACHMENTS:

- Revised 2017-2018 Memorandum of Understanding for Class Size, Counseling and Teacher Positions
- Excerpt from Article XVIII, Section 4.0 of the LAUSD/UTLA Collective Bargaining Agreement

UTLA - LAUSD
2017-2018 MEMORANDUM OF UNDERSTANDING
FOR
CLASS SIZE, COUNSELING AND TEACHER POSITIONS

1. **2017-2018 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 2017-2018 school year, and have agreed that the adoption of those 2017-2018 class size averages and maximums is in compliance with Article XVIII, Section 1.5, as follows:

Type of School	Grade Levels	2017-2018 Average Class Size	2017-2018 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	2017-2018 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	24
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 2017-2018 averages and maximums.

2. Additional Secondary Counseling for the 2017-2018 School Year

Selected schools will receive a centrally-allocated position as listed below.

- a. Diploma Project Counseling: Secondary schools and their zones of support currently participating in the 2016-2017 Diploma Project will continue for 2017-2018 for the 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 2016-2017 Diploma Project shall continue to receive support from an A-G Diploma Counselor (with a Pupil Personnel Credential in School Social Work and Child Welfare and Attendance) position. This Diploma Counselor will serve multiple schools within a zone of support, including co-locations and neighboring continuation/alternative schools.

3. Teaching Supports for the 2017-2018 School Year

Selected schools will receive additional funding for the positions listed below. It is understood that the schools may repurpose the funding according to the needs of the school.

- a. Additional Teacher Position for Secondary Schools: One additional FTE teacher position shall be funded for each middle and high school in the District for 2017-2018, in order to reduce class size in physical education and/or elective courses, including support opportunities for the addition of arts and other enrichment electives. This includes SPAN schools with at least 200 secondary students and Pilot/small schools, but does not include options/alternative schools.
- b. Additional Elementary Teacher Position for the 2017-2018 School Year: There shall be funding for 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. Assignment of Displaced Teachers for 2017-2018

The District shall make a reasonable effort to accommodate employee assignment requests, with a primary objective of placement in the same Local District as their previous assignment or geographically contiguous Local District. In order to facilitate the placement of displaced teachers into regular openings, the District shall proceed as follows:

- a. Effective immediately, the District shall post lists of current and anticipated vacancies, and lists of currently displaced teachers. Both lists shall be sorted by geographic area and credential authorization(s).
- b. Teachers and schools are encouraged to contact one another regarding interviews and selection for placement by mutual consent.
- c. In anticipation of an eventual mandatory placement, teachers may inform Human Resources of their preferences for assignment by area and/or school.

- d. During the week of June 5, 2017 through June 9, 2017, Human Resources shall coordinate mandatory assignment of remaining displaced teacher to appropriate remaining vacancies. The District shall make a reasonable effort to accommodate employee assignment requests, with a primary objective of placement in the same Local District as their previous assignment or a geographically contiguous Local District. During this period, teachers may decline one (1) such assignment, provided that an appropriate alternative opening exists.
- e. During the period of July 1, 2017 through July 27, 2017, the mutual consent process described in sections a-b above shall be repeated.
- f. During the period of July 28, 2017 through August 11, 2017, the mandatory placement process described in the paragraphs c-d above shall be repeated.
- g. During the post-norm period of the 2017-2018 school year, Human Resources shall coordinate mandatory assignment of remaining displaced teachers to appropriate remaining vacancies. Teachers may decline one (1) such assignment for strictly geographical reasons, provided that an appropriate alternative opening exists at that time.

5. **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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[EXCERPT FROM ARTICLE XVIII SECTION 4.0 OF THE 2014-2017 LAUSD/UTLA COLLECTIVE BARGAINING AGREEMENT]

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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.
- 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.

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