

**PERB SETTLEMENT AND RELATED MEMORANDUM OF UNDERSTANDING BETWEEN
LOS ANGELES UNIFIED SCHOOL DISTRICT AND
ASSOCIATED ADMINISTRATORS OF LOS ANGELES, CONCERNING
PHASE II OF THE EDUCATOR GROWTH AND DEVELOPMENT PROGRAM, 2011-12**

The Los Angeles Unified School District (“the District” or “LAUSD”) and the Associated Administrators of Los Angeles (“AALA”) collectively referred to herein as “the parties,” have agreed to the following matters with respect to Phase II of the Educator Growth and Development Program (referred to herein as “the Program”).

I. Background:

A. Dispute and Resolution: A dispute has arisen between the District and AALA with respect to the District’s implementation of Phase II of the Program. However, the parties have determined that rather than expending the significant time, energy and resources necessary to a determination of their respective rights in the pending PERB proceedings (PERB Case No. LA-CE-5568-E), at this time their respective interests will be best served by leaving such matters undetermined and instead devoting their time, energy and resources to more productive educational pursuits, based in significant part upon the assurances and clarifications contained herein.

B. AALA Intentions: AALA and its membership advocate the improvement of teacher and administrator evaluation and the improvement of the quality and effectiveness of the District’s instructional services and of resulting learning outcomes for the students and families of Los Angeles. AALA recognizes that the Program is still in its preliminary development and testing phase and that its final form has not yet been evaluated and determined. AALA therefore does not yet have sufficient information to make an organizational decision fully supporting the implementation of the Program or any of its various parts and reserves its judgment in that regard, while conditionally proceeding with Phase II as outlined below.

AALA understands that the District has chosen to invest in extensive training, development and evaluation of the various multiple-measure performance measurements, methods and tools that comprise this initiative, prior to any final decisions regarding the Program’s design and also any final decisions to proceed with District-wide implementation as to any particular elements of the Program. AALA believes that this testing and trial period may serve not only for purposes of familiarization, training and introduction, but also for purposes of AALA having the opportunity to assess whether each of the various elements of the Program is not only useful and valuable on its own merits, but also practical and feasible given the limitations of time and the availability of resources and personnel.

AALA also respects and appreciates the professional judgment of its members who have made personal decisions to volunteer to participate in the Phase II “pilot” testing of the set of approaches, methods and tools that comprise the Educator Growth and Development Program, and wishes to gain feedback from them regarding this effort. It is understood that those personal decisions and commitments were made independently of AALA, based upon the individuals’ own assessments as to the nature of the Program and its expectations, but in order to monitor and evaluate the ongoing operations of the Program, AALA and the District have agreed to special procedures pursuant to Section VIII below.

II. Program Intentions and Expected Outcomes:

It is the District’s intention that future performance review and development processes will be strengthened by the shared learning through this pilot. The District intends to use this pilot process to gather information and

feedback about the tools, the methods and practices, the resource implications and the sustainability factors that will inform future best practices. It is also recognized that some of such tools have not yet been designed, such as the "Contribution to School Community" criteria, activities and measurements. AALA reserves the right to critique or object to the measures that have not yet been designed. The measures and tools to be tested and evaluated in the pilot are expected to include the following:

- Observation of Practice
- Contribution to School Community
- Stakeholder Feedback
- Contribution to Student Learning Outcomes (Academic Growth over Time)
- Individual Growth Planning

This Pilot Program will not assign percentage values or weights to the different substantive measures under review for evaluation use; rather, the District intends to gather feedback about their relative values, and to share that information promptly with AALA.

III. Duration:

This MOU and the pilot (Phase II) of the Program are both to be completed within the 2011-12 school year. This MOU is non-precedent setting, and will sunset on June 30, 2012. This Settlement and MOU do not apply to Phase III of the Program. The provisions of the document may be amended only by a written agreement of both parties.

IV. Ongoing Negotiations:

Separate and apart from Phase II of the Educator Growth and Development Program of 2011-2012, the District and AALA have agreed that they will no later than November 1, 2011 commence their negotiations in good faith concerning any proposed modifications of the current District-AALA Collective Bargaining Agreement relating to the Phase III evaluation process for the 2012-2013 school year, with the mutual goal of completing such good faith negotiations prior to Phase III. To that end, the parties agree to expedite such negotiations, and any necessary impasse-related procedures, so that the negotiations process can be completed prior to Phase III.

V. Participants:

Participants from approximately 104 schools – chosen based on volunteering and through mutual agreement with administrators, local district leadership and the Superintendent's Office – include teachers and administrators from throughout LAUSD at all school levels, representing a wide diversity of school types and locations.

Additional AALA members, from local district offices and the central office, have been assigned participating roles as observers and as additional support for the pilot, as part of their regular assigned duties. For training outside of regular hours or assignment basis, Local District and central office administrator participants shall be paid \$25 per hour, pursuant to Personnel Policy Guide S-11, Section 10, p. 19).

VI. Status of Participants:

A. "No-Stakes" Participation: In order to encourage uninhibited and concentrated participation in the testing of the various methods, tools and instructional advances that are the subject of this pilot program, it has been agreed that such Phase II participation shall be on a "no-stakes" basis. This means that participants will not be negatively evaluated during the test year upon the quality of their implementation of the pilot activities described below, and that the evaluations conducted for this Program will not become part of the employee's personnel file or used for later evaluations. Pursuant to the Agreement Article VII, Section 1.3,

participants will have their regular performance evaluations deferred during 2011-12 school year in order to provide them an unfettered opportunity to participate in the Pilot Program without the potential confusion that could occur if the Pilot Program were to operate in tandem with their regular evaluations.

It is also understood that participants in the Program will remain subject to all District rules, expectations and processes regarding conduct and overall job performance, and that participation in the Program does not carry any assurance of job advancement, promotion or financial reward beyond the stipend and training pay described below pursuant to Section VII below.

B. Voluntary Participation: Because Phase II participation among site-based employees is voluntary, such AALA-represented employees retain the right to withdraw at any time at their personal discretion, without detriment or retaliation, upon notice in writing to their direct supervisors. Participants who for any reason (including but not limited to withdrawal, illness, or other disability) do not or cannot fulfill their Program commitments will have their Program-related pay adjusted on a pro-rata basis, and/or be removed from the Program.

VII. Training and Support:

Training for participating administrators will be offered in both intensive settings (summer “boot camps”) and on a consistent monthly basis. Any training taking place outside of regular hours will be compensated at the established training rate (\$25 per hour, per Personnel Policy Guide S-11, Section 10, p. 19). Such payments are to reflect the actual time and effort, including some related preparation time that is assumed within the applicable Policy Guide. (This training rate is applicable to a wide variety and volume of District-determined voluntary professional development training activities for AALA-represented employees that are not conducted during regular paid time.)

Participating site administrators will participate in additional activities, staff meetings and focus groups, surveys, discussions, etc., with respect to the Pilot Program development components. They will have a dual role as both evaluator and evaluatee. A volunteer leadership stipend, consisting of a lump sum of \$2,500.00, less standard payroll deductions, shall be paid for these additional activities. For any off-site Program activities, the employees may obtain business mileage reimbursement pursuant to established District policy.

All such payments to participating volunteers are to be earned unconditionally, based solely upon the time and effort involved in the Program with no requirement or expectation of participants’ approval or support of the tested program elements.

Additionally, ongoing support will be provided from the Local District offices and from the central office Supporting All Employees team, Office of Curriculum, Instruction, and School Support, and the Office of the Superintendent. There will be a two-person strategic support team (one AALA-represented; other is classified) formed for each Local District office. They will provide supportive services to the Program within their Local District, such as training, advice, logistical (e.g. copying, collation, collection and technology support).

VIII. Relation to Collective Bargaining Agreement:

As noted at section I-A above, a dispute has arisen between the parties concerning the implementation of this Pilot Program. The parties have reached an understanding through this MOU that they will reserve their respective positions as to that continuing dispute, and agree that for purposes of any future disputes regarding the Program, neither implementation of Phase II nor the terms of this MOU shall be deemed evidence as to either party’s contentions in that regard. Also, neither this MOU, nor any aspect of the Pilot Program shall be deemed to supplement, waive, amend or otherwise become part of the Agreement. Specifically, Article VII of

the Agreement remains in full force and effect, and the grievance procedure remains available, to the extent defined by the terms of Article VII and VIII, to enforce its provisions.

IX. Program Administration:

This Pilot Program is being sponsored by the Superintendent's office with overall system leadership shared amongst the Office of the Chief Strategy Officer, Certificated Human Resources, the Office of Curriculum, Instruction and School Support, Office of Talent Management, and Local District Leadership. The District shall designate a single point of contact with direct line authority over the Program to respond to whatever issues or questions AALA may have.

AALA and the District's designated point of contact will schedule and conduct regular meetings at least once per month (unless they agree otherwise), and more frequently if needed, to discuss and promptly address any issues, concerns, questions, and suggestions from AALA and/or its members relating to the development, introduction, operation, monitoring and evaluation of the Program and its progress. These meetings shall also serve as a forum for resolution of any concerns arising under this MOU. Nothing herein is to preclude AALA itself from meeting with AALA-represented participants in the Program pursuant to Article VI, Section 2 of the Agreement.

The District shall consult with AALA-designated representatives with respect to all aspects of Phase II of the Program including but not limited to the provisions of the LAUSD School Leadership Framework.

X. Participating Administrators' Responsibilities:

As described in further detail in the attached Appendix, administrator participants in this pilot will undertake varying activities and roles, depending on their current roles within the District. These activities broadly center around the piloting of goal-setting/growth planning activities, multiple measures of performance, improved classroom observation methods and practices, and aligned support and development opportunities for school leaders and teachers. Assistant Principals who are participants in the Phase II program will participate in the above activities as to teachers, but not as to their own individual evaluations.

XI. Program Evaluation:

A. Participation In the District's Program Evaluation Processes: The District has accepted the offered services (at no cost to the District) of a doctoral candidate from the University of Southern California to determine the types of qualitative research (focus groups, surveys, interviews) that may be performed to serve this pilot. The District and AALA will consult with that individual regarding the design of survey materials, focus group composition and agenda, and security/integrity measures to protect confidentiality.

B. Guiding Principles: A primary and stated purpose of the testing of the tools and program elements in the Pilot Program is to obtain guidance and judgment of the participating volunteer professionals as to the efficacy and usefulness of the tools and program elements being tested. The District wishes to have professional feedback as to whether the activities are worthwhile and particularly whether they are as a practical matter "scalable" to a much larger group. In furtherance of these purposes, the above-mentioned doctoral candidate will report the results to the District without any attribution of the responding participants' identities, and the participants will be so advised before responding. AALA will be furnished a copy of such reports, including any supporting documentation, subject to limitations relating to confidentiality and university Internal Review Board standards. The primary purpose of such non-attribution protections is to encourage confidential and candid assessments from the Program's participants. The above services are not applicable to more routine surveys such as are done to evaluate particular training programs. Nothing herein shall limit AALA's discretion to conduct its own surveys of its members.

XII. Dismissal of Pending Litigation:

In further support of this MOU and Pilot Program, AALA will, immediately upon AALA's ratification of this MOU, file with PERB a dismissal of its PERB case, withdrawing and dismissing (with prejudice) its pending PERB challenges to Phase II of the Program, including (but not limited to) AALA's current unfair practice charges and complaints. Such withdrawal and dismissal is based upon:

- A. The District has clarified that its implementation of Phase II is based upon its asserted contractual authority – a matter as to which the parties have decided to reserve their respective rights. The parties also reserve their respective rights as to the enforcement of their current Agreement so that if the District should take any action relating to the Program that AALA believes to be in violation of the Agreement, AALA shall have the right to enforce the Agreement pursuant to the grievance procedures of the Agreement, Article VIII, to the extent otherwise permitted by the terms of the Agreement.
- B. As provided in Section IV above, the District and AALA have agreed to accelerated negotiation procedures and timelines relating to the 2012-2013 Phase III evaluation process.
- C. The dismissal of the pending PERB complaint with prejudice shall not preclude AALA from pursuing any and all remedies it may have, including but not limited to future PERB charges, with respect to any claim relating to any actions arising after Phase II.

DATED: September 19, 2011

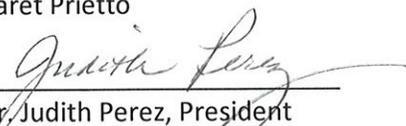
Los Angeles Unified School District

Dr. John Bowes
Richard N. Fisher
Susan Masters
Dr. Thomas Stekol

By: 
Dr. John Bowes, Assistant Chief
Human Resources Officer

Associated Administrators of Los Angeles

Dr. Angel Barrett
Dan Isaacs
Marsha Oh-Bilodeau
Dr. Judith Perez
Margaret Prietto

By: 
Dr. Judith Perez, President

APPENDIX -- Phase II Program Activities and Roles:

A. Administrators' Responsibilities with Participating Teachers: Participating administrators (including participating Assistant Principals) will assist, coordinate, and provide guidance and support for Assigned Participating Teachers with respect to the following:

1. Confer with the teacher to develop the teacher's performance objectives, including a self-assessment by the teacher and a draft of an Individual Growth Plan. The administrator will assist in the review of applicable Academic Growth over Time results and other student outcome data, to inform and shape the performance objectives.
2. Conduct two formal classroom observations of the teacher, in conjunction with the Second Observer. If requested by the principal, a third formal observation will be conducted, either in conjunction with the Second Observer, or by the Second Observer alone. All formal observations will involve a pre-conference and post-conference and the use by the administrator of a lesson design tool that is aligned with the Teaching and Learning Framework. The administrators will offer the teacher the opportunity to use the same lesson design tool, but the teacher may instead substitute his or her own version of an appropriate chosen lesson plan.
3. Coordinate the Second Observers working with the administrator's Assigned Participating Teachers.
4. Conduct or coordinate two to five informal observations of the teacher by administrators throughout the year.
5. Support and coordinate the school-site implementation of stakeholder feedback surveys and review stakeholder feedback survey results when making mid-year adjustments to the teacher's Individual Growth Plans and other objectives.
6. Review results from the Contribution to School Community measure (tool TBD).
7. Participate in the training connected to these processes and tools (and those related to duties described above).
8. Conduct participating teachers' final evaluation (no-stakes, not to be placed in any Personnel file).
9. Participate in surveys and focus groups as part of a program evaluation and feedback process.
10. Provide feedback, if applicable, on the design, use and training for the tools being tested in the Pilot.
11. Provide guidance and support for Assigned Participating Teachers based on the teacher activities above.

B. The Administrator's Own Evaluation: For the purpose of piloting tools and processes for administrator support and development, each participating principal will, with regard to his or her own evaluation, complete the following:

1. Perform a self-assessment.
2. Draft an Individual Growth Plan and other performance objectives for the year. Review Academic Growth over Time results and other student outcomes data to inform and shape the objectives.
3. Participate in a conference during the beginning of the year with his or her supervisor regarding the self-assessment, Individual Growth Plan and other annual performance objectives.
4. Participate in a formal mid-year review with the supervisor.
5. Support the implementation of stakeholder feedback surveys and review stakeholder feedback survey results when making mid-year adjustments to the Individual Growth Plans and other objectives.
6. Review results from Contribution to School Community measure (tool TBD).
7. Participate in all training connected to these processes and tools (and those related to duties described in Section A above).
8. Participate in his or her final evaluation (no-stakes, not to be placed in any personnel file).
9. Participate in surveys and focus groups as part of a program evaluation and feedback process.
10. Provide feedback, if applicable, on the design, use and training for the tools being tested out in the pilot.

Participating Assistant Principals will be evaluated under the regular evaluation process, and not by the Phase II process.

C. Responsibilities of Participating Local District and Central Office Administrators: In each Local District, as well as in the Office of Talent Management, and the Office of Instruction, Curriculum and School Support, additional AALA-represented administrators and others, will be trained as teacher observers (Second Observers). Certain administrative staff (Local District Leadership teams) will have responsibilities for testing draft tools for the administrator performance review and growth process as those individuals work with participating principals.

1. Second Observers: For the purpose of piloting tools and processes for teacher support and development, Second Observers will:

- a) Perform two formal observations of each Assigned Participating Teacher in conjunction with the principal and if requested by the principal, perform third formal observations either alone or in conjunction with the principal.
- b) Coordinate with relevant school site administrators to perform the formal observations of Assigned Participating Teachers as specified above.
- c) Any Second Observers who do not possess an administrative credential shall not participate in the evaluation of site administrators.

2. Directors: For the purpose of piloting tools and processes for administrator support and development, Directors/Principal Leaders/Administrators of Instruction will:

- a) Participate in a conference during the beginning of the year with each participating principal under their supervision regarding the principal's self-assessment, Individual Growth Plan, implementation of the pilot program, and other objectives.
- b) Participate in a formal mid-year review with participating principals.
- c) Participate in all training connected to these processes and tools.
- d) Participate in a formal year-end evaluation of participating principals (no stakes, and not to Personnel file).
- e) Participate in surveys and focus groups as part of a program evaluation and feedback process.
- f) Provide feedback, if applicable, on the design, use and training for the tools being tested in the pilot.
- g) For training outside of regular hours or assignment basis, Local District and central office administrator participants shall be paid \$25 per hour, pursuant to current policy Personnel Policy Guide S-11, Section 10, p. 19).