

TENTATIVE AGREEMENT BETWEEN LOS ANGELES
UNIFIED SCHOOL DISTRICT AND
UNITED TEACHERS LOS ANGELES
2009 - 2011

This Agreement is made and entered into this 27th day of March, 2010 by and between the Los Angeles Unified School District ("the District") and United Teachers Los Angeles (UTLA) in full completion of their 2009-10 limited reopener negotiations, and in partial completion of their 2010-11 negotiations (see Attachment D below, Term of Agreement):

1. **Furlough Days:** Pursuant to the District's statutory authority to establish a shortened instructional year, and in reluctant response to the critical financial need to reduce costs and also preserve as many jobs and essential services as feasible in this time of declining District income, the District and UTLA have agreed to implement a reduced instructional year and related furlough days. That reduction shall be implemented in 2009-2010 by a five-day instructional reduction with a related five-day furlough. In 2010-11, two additional furlough days (previously the pupil-free days for classroom personnel, but to be reflected for all unit members, as scheduled below) are to be added to the five, increasing the 2010-11 total of furlough days to seven. All of the above-described furlough days are days that would normally be a paid part of the assignment basis for each employee, but will instead become unpaid, non-assigned days reducing the work year for all bases of employment.

The 2009-10 schedules for observing the furlough days, together with the related payroll arrangements, are set forth in Attachment A. Those payroll arrangements are intended to spread the impact of the unpaid furlough days over other pay periods as much as possible. The 2010-11 furlough schedules (which will again involve the year-end shutdown and the spreading of the payroll impact) will be developed by the parties as the 2010-11 overall instructional calendars are finalized. Such reductions in the school year, and related furloughs, are dependent, and contingent, upon the State's authorization to reduce the school year without loss of apportionment income. The reductions in the school year authorized by this furlough agreement are not to exempt or excuse any school from otherwise complying fully with all state instructional minutes requirements.

For C-Basis employees the salary deduction for each day of furlough shall be equal to .49% (.49019%) of annual salary. Because the required annual paid days for step advancement are 130, these furlough days should not affect step advancement. The 2008-2009 salary schedule shall be retained and the daily rates and hourly rates shall not be reduced. However, for purposes of calculating STRS service credit (earning a full year of service) the annual salaries shall be reduced to reflect the above furlough days. Employees who have committed to retire prior to the ratification date for this furlough Agreement, and who affirm that they made that decision without knowledge of the furlough plan and can demonstrate that their top earning year(s) will be adversely affected due to the furloughs, will be permitted upon written request to the District (made within 7 days following the UTLA ratification vote) to rescind their retirement commitment.



2. **Professional Development Days:** Contingent upon the receipt of a State waiver permitting carryover of federal stimulus funds and the securing of sufficient funding for a related grant from such funds for this purpose, two professional development program days will be assigned. The purpose of these days, pursuant to the applicable grant, is for all regular K-12 teachers and administrators to review their schools' and student data and develop appropriate instructional plans. The specific design and implementation of the grant-approved program requirements shall be developed at the school site level by the appropriate committee.

The parties agree to defer a final decision on the scheduling of the two days until such time as the instructional work calendar is finalized, taking into consideration the authority of appropriate committees at the school site level, the availability of the data, and the need for timely implementation of the school's instructional plan. The days will be scheduled as mandatory assigned work days, outside of the instructional work calendar on two otherwise unassigned days of the participants. The days will be mandatory attendance days, assigned on X Basis, and paid at the employee's regular rate.

3. **Class Size and Support Services Restorations:** The following are to be restored for 2010-11 as indicated, by reversing general fund budget actions in the March 9, 2010 Second Interim Report, Fiscal Stabilization Plan D, Appendix B:
 - a. K-3 Class Size: Restore to 24:1, representing an estimated 1,434 teacher positions;
 - b. Grades 4-5 Class Size: Restore to current normed staffing level, representing an estimated 183 teacher positions;
 - c. Grades 6-8 Class Size: Restore to current normed staffing level, representing an estimated 208 teacher positions;
 - d. Nurses: Restore the base allocation of nursing time to schools by 56 positions;
 - e. Counselors: Restore the student-counselor ratio by 85 positions;
 - f. Librarians: Restore the school site librarians by 63 positions; and
 - g. ROC-ROP Instructors: Restore the general fund teaching positions by 80 FTE positions.

Most schools are eligible for Title I and other categorical funding allocations, some of which may be available to purchase teaching and support services positions. When employees funded through Title I and other categorical funds take the furlough days as required above, cost savings will be generated within those programs. It is agreed that, subject to applicable laws, such cost savings generated by UTLA-represented employees within the Title I and other categorical programs are to be dedicated, on a priority basis, to the objective of funding the purchase of additional positions within the following priority areas: health and human services positions, librarians, and secondary class size reduction positions. The parties further agree that they will continue their discussions to fully develop the methods for implementation of the above-stated principles for use of furlough generated savings with a target date for completion of April 5, 2010.



4. **Transfers:** School Reconfigurations That Do Not Involve Movement of Groups of Students -- See Attachment B. Also, amend Appendix B (Teacher Integration Program), and related provisions within Article XI (Transfers), by their deletion, due to the interactive demographic changes within the teacher work force that have made those contractual provisions unnecessary. Nothing in such action shall affect the right of any employee to complain or request investigation of any alleged act of discrimination based on any legally protected status, whether or not involving a transfer.
5. **Lawsuits:** In further consideration of this Agreement, the District is to dismiss with prejudice its pending lawsuit against UTLA in Case No. LASC BC413707, with the respective parties bearing their own costs, fees, and expenses.
6. **Procedures for Public School Choice Schools:** See Attachment C.
7. **Term of Agreement (Including Reopeners):** Amend Article XXXII, as per Attachment D.

The above is subject to ratification by the UTLA membership and to final adoption by the LAUSD Board of Education, upon compliance with the reviews and approvals required by AB 1200.

Date of agreement: March 27, 2010

Los Angeles Unified School District

Justo Avila
John Bowes
Dick Fisher
Tom Killeen
Robert Samples

United Teachers Los Angeles

Betty Forrester
Neal Gluckman
Sharon Harrison
Jesus Quinonez
Julie Washington

By: _____

John Bowes
John Bowes
Assistant Chief Human Resources Officer

By: _____

A. J. Duffy
A. J. Duffy
President

Approved and adopted by the Board of Education on _____, 2010.

By: _____

Monica Garcia
President

**FURLOUGH DAY IMPLEMENTATION FOR THE 2009-2010 SCHOOL YEAR - UTLA
(Grades K-12, Adult Education and Early Childhood Education)**

Calendar-Track	Student Final Day	Second Pupil Free Day	Actual Furlough Days					Furlough Payroll Deduction Dates				
			1	2	3	4	5	1	2	3	4	5
Traditional	6/18/2010	6/21/2010	5/28/2010	6/22/2010	6/23/2010	6/24/2010	6/25/2010	4/1/2010	4/2/2010	5/28/2010	6/24/2010	6/25/2010
	6/21/2010	2/8/2010	5/28/2010	6/22/2010	6/23/2010	6/24/2010	6/25/2010	4/1/2010	4/2/2010	5/28/2010	6/24/2010	6/25/2010
90/30 - Track A	6/24/2010	Used	5/28/2010	6/25/2010	6/28/2010	6/29/2010	6/30/2010	5/28/2010	6/25/2010	6/28/2010	6/29/2010	6/30/2010
90/30 - Track B	6/24/2010	5/7/2010	5/28/2010	6/25/2010	6/28/2010	6/29/2010	6/30/2010	4/2/2010	4/5/2010	5/28/2010	6/29/2010	6/30/2010
90/30 - Track C	6/24/2010	Used	5/28/2010	6/25/2010	6/28/2010	6/29/2010	6/30/2010	5/28/2010	6/25/2010	6/28/2010	6/29/2010	6/30/2010
90/30 - Track D	4/29/2010	5/3/2010	4/30/2010	5/4/2010	5/5/2010	5/6/2010	5/7/2010	4/30/2010	5/4/2010	5/5/2010	5/6/2010	5/7/2010
Con6 - Track A	6/25/2010	Used	5/28/2010	6/28/2010	6/29/2010	6/30/2010	*	5/28/2010	6/28/2010	6/29/2010	6/30/2010	*
Con6 - Track B	6/25/2010	Used	5/28/2010	6/28/2010	6/29/2010	6/30/2010	*	4/19/2010	4/20/2010	5/28/2010	6/30/2010	*
Con6 - Track C	4/23/2010	4/26/2010	4/27/2010	4/28/2010	4/29/2010	4/30/2010	*	4/27/2010	4/28/2010	5/10/2010	5/11/2010	*

The above scheduled furlough days are applicable to assignment bases B, C, D, E, and K for K-12 and Adult Education.

***Concept 6 Calendar**

Two additional minimum days with 1.8 hours of furlough per day shall be scheduled during the month designated below, on the dates to be set by the appropriate school governance council:

- Track A: April
- Track B: May
- Track C: April

A-Basis Employees

May 28, 2010 shall be a furlough day for A-Basis employees other than ECE. The remaining four furlough days will be scheduled for the individual employee by the District, with corresponding payroll deduction dates. A-Basis furlough days for ECE employees will be scheduled on an individual basis by the District, during light/low student attendance days.

Non-Standard Calendars

Employees on unique or non-standard calendars/work schedules: furlough days for their assigned sites shall be consistent with the principles of the above standard calendars.

ATTACHMENT B

Transfers: School Reconfigurations That Do Not Involve Movement of Groups of Students

The following procedures are to be implemented on a trial basis for applicable assignments that are to become effective for the 2010-2011 year. The experience with this trial program will inform negotiations as to the 2011-2012 contract. Continuity of this trial program beyond 2010-2011 shall occur only with the agreement of the parties.

The subject of this program is “deconfiguration” situations, such as where a K-5 elementary school is being converted to a K-6 school, thus retaining its sixth graders instead of having them move to a middle school.

1. The elementary school shall first conduct, on a K-5 basis, its matrix and if applicable, any resulting displacement of teachers, pursuant to normal procedures.
2. The elementary school will determine the number of sixth grade students to be retained and identify the number of new sixth grade positions, using the applicable elementary norm tables.
3. A pool shall be formed of the related sixth grade middle school teachers who wish to volunteer for the elementary openings, also including any volunteer teacher(s) displaced from the affected elementary school and any related feeder elementary school.
4. Using seniority, that pool will be limited to the number of teachers that would correspond to the number of available sixth grade positions in the related elementary schools.
5. For a two week period after the posting of the matrix at the elementary school, volunteers may contact the feeder schools to interview for preferred sixth grade openings. Any unplaced volunteers remaining in the pool will be assigned by the District to one of the remaining sixth grade openings.
6. For subsequent years, all teachers at the elementary school will be considered part of the K-6 school for all purposes including matrix, assignments, and displacements pursuant to the Agreement.

3-26-10 5:30 pm

PROCEDURES FOR PUBLIC SCHOOL CHOICE SCHOOLS

1. **Underlying Principles:** The District and UTLA agree to the following principles: (a) All LAUSD students deserve the highest quality education to prepare them for college, career and life; (b) the District and UTLA have a common and urgent interest in providing the support and resources necessary to significantly improve our lowest performing schools; and (c) collaboration of all stakeholders, with adequate time, in the Public School Choice process is essential for the success of focus schools and new schools.
2. **Time Frames:** For the initial year of operation of these provisions (2010), there will be a more abbreviated time frame (May 3, 2010 through December 1, 2010) due to the limited amount of time remaining available during this initial period. For subsequent years, less compressed timelines are to be developed and implemented. This PSC process identifies timelines for collaboration and jointly-pursued tasks, but does not require that all parties concur as to the results at any particular step or that disagreements are permitted to delay or stop either the development process or the final results.
3. **Pre-Notice Process:** Prior to identifying participating Public School Choice (PSC) schools, the District, UTLA and AALA, in cooperation with LASDI (Los Angeles School Development Institute), shall work together on a partnership basis to develop a plan and a proposed support organization (not using General Funds) to provide PSC school applicant teams with the necessary information, support and resources to (a) form collaborative writing teams; (b) assist those writing teams in developing and writing high quality plans; (c) follow up with implementation, monitoring, assessing and reporting as to the outcomes of such plans; and (d) formulate recommended timelines for development, approval and implementation of plans for future years.
4. **Preparation for Identification of Public School Choice Schools:** Prior to May 3, 2010, the District shall review and discuss with stakeholders (including UTLA, AALA, representative parents and community organizations) the District's criteria for the identification of PSC schools.
5. **Identification and Announcement of Public School Choice Schools:** By May 3, 2010 the Superintendent shall identify and announce all Public School Choice schools. If later changes in construction schedules or attendance boundaries occur, affected school communities shall be notified as soon as possible.
6. **Preparation of School Team Plans:** School applicants, plan participants, and their respective stakeholders, (including representatives of the responsible high school students, parents, teachers, administrators, staff, and community) shall then have until December 1, 2010 in which to discuss, develop, review, and submit their plans to the Superintendent.
7. **Board Vote:** January 18, 2011 is the targeted date for the Board of Education to discuss, amend (as necessary), and vote on the Superintendent's recommendations for each Public School Choice site.

OTHER REFORM EFFORTS:

As to schools identified by the State or Federal authorities as Persistently Low Achieving Schools, and also schools designated or being considered for restructuring/reconstitution, the District shall collaborate with UTLA, AALA, and other stakeholders in providing non-general fund personnel and resources to develop intervention procedures and protocols for reform of targeted schools, including design teams, staff involvement, and parent/community engagement, with a targeted completion date of May 10, 2010.

ARTICLE XXXII
TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2011, and thereafter extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be limited reopener negotiations for the 2010-2011 school year as follows:

In light of the ongoing fiscal challenges and uncertain near-term potential developments (both positive and negative), either party may reopen this agreement over Article XIV (Salaries) and/or other compensation subjects and related Articles and/or Appendices in the event that such party believes that a material change in the District's financial condition has occurred as compared to the projected revenues, expenditures, and ending balances contained in the March 9, 2010 Second Interim Report relating to 2009-2010 and 2010-2011. Such negotiations shall commence within ten (10) days of a written request to reopen. With respect to such negotiations, the parties acknowledge that they share a strong mutual interest in restoring student instructional days and in restoring the full annual work year, as top-priority objectives, as soon as the District's financial condition sufficiently improves.

In addition, and independent of the forgoing paragraph, the parties shall continue their 2010-2011 reopener negotiations with respect to three articles to be designated by each side.

2.0 Limited Negotiations: Nothing in this Article shall be read as preventing a party from reopening negotiations pursuant to the provisions of Article II, Effect of Agreement, nor shall this Article prevent the parties from, by mutual agreement, adding additional subjects for reopener negotiations. The District and UTLA agree to develop a procedure for identifying items that, after initial discussions, the parties decide are appropriate for negotiations and/or consultation during the life of this Agreement.

3.0 Negotiations for Successor Agreement: Negotiations for the successor agreement to this 2009-2011 Agreement shall commence at the request of either party any time after January 1, 2011. This early resumption is in recognition of the fact that current fiscal projections indicate that the budget process for 2011-2012 carries the continued risk of severe structural deficits, State budgetary shortfalls, and loss of current federal stimulus funds – thus requiring the parties to turn their early and concentrated attention to these issues.

4.0 [No revisions]