

TA SUMMARY

After almost a year at the bargaining table, the expanded 85-member UTLA bargaining team has reached a tentative agreement with LAUSD that the bargaining team enthusiastically recommends to UTLA members for ratification.

This contract victory comes after an 8-month democratic process in which UTLA members identified our collective priorities and after another year of intense campaigning and collective action to force LAUSD to agree to the tentative agreement outlined below. That campaign included school site pickets, regional rallies, a 60,000-member joint rally with SEIU 99, and near 100% participation in the 3-day Solidarity Strike that demonstrated our strike-readiness to LAUSD.

The tentative agreement, which will be put forward for a vote of all UTLA members, includes:

A 21 % Salary Increase, implemented through two pay increases a year to January 2025

July 1, 2022:	3%
January 1, 2023:	4%
July 1, 2023:	3%
January 1, 2024:	4%
July 1, 2024:	3%
January 1, 2025:	4%

Retroactive Pay:

- 3% increase from July 1, 2022, to December 31, 2022, on top of current salary
- 4% increase from January 1, 2023, to June 30, 2023, on top of the December 31, 2022, salary

\$20,000 Increase to Nurse Salary Schedule: In recognition of their inability to recruit Nurses under the existing salary schedule which is drastically below the private sector RN labor market rates, LAUSD has agreed to create a new RN salary table with an increase of \$20,000 at each step. The \$20,000 increase to the salary schedule will be implemented after the first year of percentage across-the-board increase and before the second year across-the-board increase which goes into effect on July 1, 2023. These additional increases are not retroactive.

\$1,500 Increase to the EEC Educator pay scale (A Basis): The \$1,500 increase to each step of the salary schedule will be implemented after the first year of percentage across-the-board increase and before the second year across-the-board increase which goes into effect on July 1, 2023. The \$1,500 increase to the salary schedule will be pro-rated for CSPP and Early Education Teachers who are on B or C Basis. These additional increases are not retroactive.

\$3,000 Increase to the Special Services Salary Table (D Table) which includes OT/PT, Audiometry, Assistive Technology Assessors, Psychologists, PSA counselors, Audiologists, Optometrist, Social Workers, and Speech and Language Pathologists. The \$3,000 increase will be applied to each step of the salary schedule for C Basis staff on the D Table and prorated up for those on A, B, and E Basis. The increase to the table will be implemented after the first year of percentage across-the-board increase and before the second year across-the-board increase which goes into effect on July 1, 2023. These additional increases are not retroactive.

\$2,500 Increase to the Special Ed Salary Table: A new Special Ed Salary Table will be created at \$2,500 above the T Salary Table. The \$2,500 increase to each step of the salary schedule will be implemented after the first year of percentage across-the-board increase and before the second year across-the-board increase which goes into effect on July 1, 2023. These additional increases are not retroactive.

Masters and Doctorate Differentials applied to Adult Educators /CTE Teachers beginning 2023-2024 and EEC educators beginning in 2024-25.

Class Size and Staffing

In our 2019 Strike we eliminated Section 1.5 of our contract in order to win enforceable class size caps and a progressive reduction over time. This agreement builds off of that victory and reduces all academic class sizes and averages even further. The parties recognize that as it is already April, it is not realistic to expect a district-wide reduction by the upcoming 2023-2024 school year simply because of a lack of time to hire. For that reason, the class size reduction, which is a total of 2 students in all academic classes over the next three school years in ALL schools, will be phased in.

2023-2024

- On July 1, 2023, class size in academic classes (TK-12) in 100 district-identified schools (listed in Appendix X) shall be reduced by 1 in both average and maximum

2024-2025

- On July 1, 2024, class size in academic classes in grades TK-12 in all schools not included in (a) above shall be reduced by 1 in both average and maximum from the numbers in Section 2.0 above.
- On July 1, 2024, class size in academic classes (TK-12) in the 100 district-identified schools (listed in Appendix X) shall be reduced by an additional (1) for a cumulative total of (2) in both average and maximum from the table in Section 2.0 above.
- On June 30, 2025, class size in academic classes in grades TK-12 in all schools not included in (c) above shall be reduced by an additional one (1) for a cumulative total of two (2) in both average and maximum from the table in Section 2.0 above, to be implemented in the following school year.

Improved Class Size Enforcement Language: The ability to file a grievance on violations immediately after Norm Day

Academic counselors: The maximum caseload for a secondary counselor lowered from 750 to 700.

First-ever contract language on staffing for counselors, PSWs, PSAs, and School Psychologists

College Counselors: District shall provide a college counselor or college advisor to every high school with at least 900 students over the next two years. For 2023-2024 they will provide this to the 100 district-identified high schools (listed in Appendix X) with at least 900 students. In 2024-2025 this will be implemented at all high schools with at least 900 students.

Psychiatric Social Worker (PSW): PSWs are generally paid for with school site funds. For the first time ever we have won language in the contract that requires LAUSD to centrally fund PSW positions at school sites.

- Beginning July 1, 2024, schools with enrollment of 600 students or more shall be provided a centrally district-funded PSW position.
- Beginning July 1, 2025, schools with enrollment of 1,200 students or more shall be provided an additional centrally district-funded PSW position (total of 2 Full Time Employees-FTE).

Pupil Services and Attendance (PSA) Counselor: PSAs are generally paid for with school site funds. For the first time ever we have won language in the contract that requires LAUSD to centrally fund PSA positions at school sites. Beginning July 1, 2024, the district will allocate one-half of a PSA position (0.5 FTE) to schools with chronic absence rates of 35% or higher. LAUSD reports that 570 schools currently qualify under this policy.

School Psychologist Services: On July 1, 2024, the central (base) allocation of School Psychologist at schools shall be increased as follows:

- Elementary Schools – from .25 to .35 full-time equivalent
- Middle Schools – from .4 to .5 full-time equivalent
- High Schools – from .5 to .6 full-time equivalent

Student Support Staffing Task Force: The district shall create a UTLA-LAUSD Student Support Staffing Task Force. The task force shall include eight (8) UTLA appointees, including at least one (1) academic counselor, PSW, PSA, and School Psychologist, and four (4) LAUSD appointees. The task force shall meet no less than six (6) times for the 2023-2024 school year to identify best practices and strategies for the recruitment and retention of practitioners, development of recommended student-practitioner ratios, and support for the work of bargaining unit members in these position groups.

Program to recruit and retain educators of color

Hours, Duties and Work Year (Article IX):

- Onsite obligation for employees on the Special Services Salary Table reduced from 8 hours to 7 hours.

- Language protecting school site counselors from having their work hour expectations changed unilaterally
- Language on other professional duties that states that workload must be distributed to minimize significant impact core duties and work day
- Prep time for secondary CTE and Teacher Librarians
- Increase paid non-work days from 12 to 13 (Juneteenth) for those on A, B, and E basis who are working that week
- Faculty meetings must be scheduled at least 24 hours in advance

Assignments (Article IX-A)

- Elementary Combo Classes:
 - The district will make every effort to avoid combination classes.
 - Students will be equitably assigned among teachers.
 - Priority for assignment of paraprofessionals for combo classes.
 - In elementary schools with over 175 students, general education teachers who are required to teach a combo class will be eligible for a stipend of \$600 per semester
- Notification to chapter chair of openings and vacancies
- New Matrix process (uniform staffing procedures) for Itinerant employees with an Itinerant dispute resolution MOU for 2024/25
- Administrator to consult with LSLC in determining if there will be a dean position
- Coordinator candidates voted on in situations where two part-time positions are to be filled by one coordinator at the same school

Professional Development (Article IX-B)

- Provide staff assigned to multiple sites and non-classroom staff with PD that is relevant to their assignments
- District shall provide high-quality PD regarding culturally responsive curriculum to all educators
- PD on providing students with disabilities with Free and Appropriate Public Education
- If PD extends beyond regularly scheduled banked-time, that time shall be deducted from the next scheduled faculty meeting
- Pay for district-sponsored PD occurring outside regular workday shall be voluntary, and certificated staff must be paid at the voluntary training rate or may apply for salary point credit in accordance with Article XV
- Agreed to eliminate Middle School common planning time
- Agreed to banked time every Tuesday

Educator Development and Support (Article X)

- Peer observations cannot be included in formal evaluation
- Improved process for the evaluation of itinerants

Transfers (Article XI)

- Possession of teaching credential shall NOT be a factor in counselor displacement

Master Plan (Article XI-B)

The Master Plan is the part of our contract that includes the guiding principles and policies that underlie and set the foundation of instruction for emergent bilinguals (Formerly called English learners).

- Expand Master Plan Program to include members with BCLAD, or BCLAD Equivalent, and providing content instruction in district-approved dual language program or primary language content instruction in a district-approved newcomer program.
- Increase Master Plan Salary Differentials:
 - Full time Dual Language (DL) with BCLAD or equivalent UTK-5/6 grades up to \$5,400 (\$2,700 per semester),
 - Secondary Dual Language with BCLAD or equivalent: Teaching up to 50% instruction delivered in target language in DL programs get \$2,700, and those teaching more than 50% instruction in target language DL get up to \$5,400
- Teachers assigned to team teach the English portion of a district-approved dual language program share receive a stipend of \$500 per semester
- Expand Master Plan Program to teachers providing ASL content instruction in ASL Bilingual program with DHH Credential and ASL Proficiency Interview with 4.0+ score
- Date of eligibility for Differentials: pro-rated for those assigned more than 20 days but less than a full semester
- Eliminate separate dispute resolution procedure in order to be able to utilize the grievance procedure for enforcement

Leaves and Absences (Article XII)

- Members may receive donated sick time for catastrophic illness 2 times in career (increased from 1 time)

Salary Point Credit (Article XV)

- Ability to earn salary point credit for district-sponsored PD that is attended during non-work hours (unpaid)

Substitute Employees (Article XIX)

- “Residency Substitute Program:” enhanced pay (rate of \$249.91 per day retroactive to December 2022) for subs who agree to report to the same school all semester.
- Sub Unit will create separate list of subs with specialized authorizations (e.g.: BLCAD)
- Prep time for Substitutes in extended assignments
- Language to protect Substitutes who cannot get work days in June, July, and August from losing health insurance for being out of paid status for a month.

Adult Education (Article XXI)

- 1 hour paid prep time for every 5 hours of instruction, with a joint task force to work on implementation issues
- Masters and Doctorate Differentials applied beginning 2023-2024
- Clarity on DACE contracts
- Establishes a new DACE matrix process

- Confirmation that the 5-year limit for out of classroom teachers in Article IX-A applies to DACE teachers (consistent with K-12).
- Strengthen language about annual lists of DACE employees

Special Education (Article XXII)

- First-time enforceable class size caps in the contract
- A new Special Ed Salary Table (SE Table) will be created at \$2,500 above the T Salary Table (Article XIV)
- Every reasonable effort to adhere to SpED class size caps
- Autism-Alternate Programs cap reduced from 8 to 6 in 2023-24
- Autism-Core reduction of cap reduced from 10 to 9 in 2024-25
- Adaptive PE caseload cap reduced from 70 to 60
- Remedy for caseload violation:
 - When violated by 2 or more students for at least one classification period:
 1. An aide is assigned.
 2. Teacher compensated \$625 per semester.
 - When violated by 3 or more students for at least one classification period:
 1. An aide is assigned (inclusive of but not in addition to the aide provided by the language above)
 2. Teacher is compensated at \$1,250 per semester
- Sub coverage for Special Ed Teacher, Sub coverage for Gen Ed teacher upon request, every effort to provide coverage for RSTs and release time for itinerants (4.1)
- 24-hour advance notice when pulling paraprofessionals from classrooms, non-recurring in nature whenever possible prioritizing student need
- District to make all efforts to ensure that Special Day Classes have a minimum of 1 paraprofessional per program and that Emotionally Disturbed and Autism classes have a minimum of 2 paraprofessionals per program
- 3 Sub release days per year to complete assessments with more flexibility
- Resource Specialist Teacher and DIS Providers within three of their caseload cap and more than 5 initial assessments will be eligible for additional pay for up to two hours at hourly rate for each initial assessment beyond 5 (MOU)
- District shall provide access to current assessment materials
- Special Educator Recruitment work group
- Workgroup to address the increase of initial assessments impacting workload of RST/DIS

Early Education (Article XXIII)

- \$1,500 increase to each step of the A basis Early Education salary table. The \$1,500 increase to the salary schedule will be pro-rated for CSPP and Early Education Teachers who are on B or C basis (Article XIV).
- Masters and Doctorate Differentials applied beginning 2024-2025
- If an EEC teacher has to miss prep time because an aide is not available and has to provide coverage, that prep time can be done outside of work hours at compensated at hourly rate
- Process defined to ensure EEC chapter chairs are able to attend area meetings

- PD suited for Early Educators
- Voluntary trainings paid at hourly training rate

Positive Student Behavior and Support (Article XXIV)

- Student Success Progress Team (SSPT) rooted in tier 2 and tier 3 interventions (see proposal)
- Re-entry meetings for previously incarcerated or suspended students
- Change title of article to represent a more student centered approach
- Language changes (less punitive)
- Update student suspension language
- Initiatives to support historically underserved students, schools and communities including safe passage, community-based peace building, violence prevention programs, mental health and suicide prevention services, school climate reform initiatives

Instructional Committees (Article XXV-A)

- Teacher input to curriculum and pedagogy including incorporation of SEL
- Testing: Assessment committee to meet 4 times per year. District to provide an inventory of mandated tests by the beginning of school year and no less than 90 days prior to implementation for anything new
- Ethnic Studies
- IT Task Force to improve Schoology and MSIS

Black Student Achievement Plan (Article XXV-B and MOU)

- Black Student Achievement Plan (BSAP) definition and purpose codified into the contract: The Black Student Achievement Plan (BSAP) was approved by the LAUSD Board of Education in February of the 2020-21 school year. Funding allocations have been earmarked to address the longstanding systemic disparities and failures in educational opportunities and outcomes between Black students and their non-Black peers. The BSAP addresses the need for culturally responsive curriculum and instruction as the classroom norm, fosters partnerships with community-based organizations with proven track records of success within the Black community and provides increased staffing support to address the academic and social-emotional needs of Black students
- BSAP Steering committee to make recommendations on implementation, maintenance, and expansion. 7 members appointed by UTLA and 7 members appointed by district with 3 from each being of community organizations named in the BOE action
- Auxiliary period for African American Studies
- Group 1 schools receive additional 20 hours of PD
- Group 1 schools receive a flexible grant based on the number of eligible students and may be used to purchase culturally responsive resources (MOU)
- Group 1 BSAP schools allocated a centrally funded BSAP Team of 1 PSA, 1 PSW, 1 Academic Counselor, 1 Restorative Justice Teacher (MOU)

- Group 2 BSAP schools allocated 1 PSA counselor, 1 Counselor at secondary schools (MOU)
- PSA's and PSW's at BSAP schools will be on B-Basis

Community Schools (Article XXV -C and MOU)

- A Community Schools Steering Committee (CSSC) shall be maintained to support implementation, expansion, and maintenance of the Community Schools program. The Community Schools Steering Committee (CSSC) shall further work to expand the number of Community Schools in the district and the CSSC shall determine a process by which schools apply to begin the Community Schools Transformational Process. The CSSC shall be composed of sixteen (16) members, with eight (8) appointed by UTLA and eight (8) appointed by the district, and shall be co-chaired by one appointee from each entity. By June 30, 2025, the CSSC shall produce an assessment of the Community Schools transformation process at district Community Schools and provide recommendations. The CSSC will receive collaborative support from the Community Schools Initiative Director, the LAUSD and UTLA Coaches, and from UNITE-LA
- Each Community School shall have a centrally district-funded, site-based, full-time Community School Coordinator on B-Basis
- 4 district-wide LAUSD Community Schools Coach positions to support the implementation of Community Schools.
- LSLC Purview expanded to include, all site-based professional development, school-based implementation of initiatives or programs mandated by the local, state, or federal government, including but not limited to Breakfast in the Classroom and periodic assessments, course electives, and program options (e.g. Visual and Performing Arts, Ethnic Studies and double periods for specific subjects). All school based budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council.
- Annual funding of \$250,000 for each Community School, part of which is to pay for the Community Schools Coordinator

Shared Decision Making (Article XXVII)

- Vote and participation eligibility in Local School Leadership Council (LSLC) for parents employed by LAUSD (ability to serve at one school)
- LSLC approval of school-based PD and the process for daily schedule and bell schedule changes (consistent with right to a majority vote of the staff)

Charter Co-Location (Article XXIX)

- New Alternative Agreements for charter colocation to be provided to UTLA on a quarterly basis, once fully-executed.

Working and Learning Conditions (Article XXXI)

- Workspaces for Counselors, PSA, PSW, School Psychologists, Community School Coordinators, confidential when necessary. 24-hour notice on room change and disputes may go to LSLC
- The district will make all reasonable efforts to provide a safe and clean work environment. Certificated bargaining unit members shall not be expected to do the regular cleaning work typically done by custodial staff.

Support for Immigrant Students and Families

- District will develop legal partnerships to help facilitate low or no-cost legal services
- District will develop partnerships with philanthropic orgs that will provide support for newly arrived immigrant students and their families
- Joint committee to make recommendations on how to expand services for newcomer and immigrant students and families
- C2C Hubs consult with Dream Centers to help support immigrant and newcomer students

Autonomous Schools MOU

- The parties agree to continue to honor Pilot, ESBMM and LIS plans that have been previously approved through the RFP process.
- The district shall establish an Autonomous Schools Task Force with an equal number of LAUSD- and UTLA-appointed members. The Task Force shall collaborate in determining a plan to support Pilot, ESBMM and LIS schools.
- The current position of Autonomous Schools Coach shall remain a full-time, district-funded E-Basis UTLA bargaining unit member. The Autonomous Schools Coach shall be an automatic member of the Autonomous Schools Task Force.

Healthy Green Public Schools

- The Climate Curriculum Implementation Task Force The CCTIF shall use an equity/racial justice lens and shall meet four (4) times per year to consult and provide recommendations regarding the following matters:
 - The development and implementation of curricula that infuses climate literacy with a racial justice lens and addresses historic disparities.
 - The creation, expansion, and maintenance of outdoor education space, programs, and green space.
 - The creation of instructional partnerships and opportunities for youth to obtain internships and apprenticeships for green jobs.
 - Career Technical Education (CTE) opportunities in fields that support green energy and reduce greenhouse gas emission.
 - The installation of solar panels on district facilities using unionized contractors.

- Increasing the number of electric buses in the district's fleet using unionized contractors.
- Partnership with LA Metro to extend no-cost public transportation for students.
- The installation of water filtration stations and the removal of detectable levels of lead from school drinking water fountains tested at 5 ppb of lead or higher.
- Exploration of stormwater collection on district land.
- Increased installation of universal electric vehicle (EV) chargers on school campuses for charging passenger vehicles.
- Partnerships with outside organizations in order to streamline and or defray costs of school greening.
- Climate champion at each school with a \$1,800 annual stipend
- Health and Nutrition Task Force

Housing Support for Students and Families

- School-based supports for unhoused students and families, those facing eviction or other emergencies
- School space to be accessible to non-profit organizations providing tenant rights clinics, counseling services and housing assistance, in accordance with Civic Center Permit policies and applicable law.
- The district will explore potential partnerships with student and family support organizations, with the goal of increasing available services.
- The district and UTLA shall advocate to secure Section 8 vouchers from LA County and the LA Housing Authority to meet the housing needs of the families of all unhoused LAUSD students, including at any LAUSD properties that may be developed for this purpose.
- The district and UTLA shall collaboratively advocate for fair and affordable housing and tenant protection including enforcement of the Tenant Protection and Anti-Harassment Ordinance.
- Community Housing Task Force