

UTLA Proposal 2-21-25
District Counter 5-28-25
UTLA Counter 6-17-25
District Counter 10-7-25
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ARTICLE XVIII

CLASS SIZE

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." As of "norm date" the number of teachers to be assigned to a school shall be based upon the 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:

- 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

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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 Class Size Arbitration Procedures: If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority, to consider all reasonable and practical options, up to and including the assignment of additional teachers to meet the class size requirements of this Article, but shall not have authority to award any monetary relief beyond any expressly delineated in this article.

~~1.6 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.~~ (This appears to be an editing error in the current agreement)

2.0 Class Size Averages & Maximums for:

(The chart below has been edited to reflect full implementation of the UTLA 2025 proposal.)

Type of School	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO (Predominantly Hispanic, Black, Asian, & Other Non-Anglo)	UTK TK-3	10:1 ratio 22.00	20 25
PHBAO PHBAO Academic		25.00	28

PHBAO Academic	4-5 (6)	25.00	28
	(6) 7-8	25.00 <u>31.5</u>	28 <u>35</u>
	9-10 <u>11-12</u>		
PHBAO Non-Academic	(6) 7-8	36.25 <u>31.5</u>	39-35 <u>39-35</u>
PHBAO Non-Academic	9-10	35.50 <u>31.5</u>	39-35 <u>39-35</u>
PHBAO Non-Academic	11-12	35.50 <u>31.5</u>	37
PHBAO Academic	11-12	33.5	
Desegregated/Receiver (Schools Governed by the Student Integration Program) <u>Academic</u>	<u>UTK</u> TK-3	<u>10:1</u> <u>Ratio</u> 22.00	<u>20</u> 25
Desegregated/Receiver	4-5 (6)	30.50	34
Desegregated/Receiver Academic	(6) 7-8	30.50	34
Desegregated/Receiver Academic	9-10 <u>11-12</u>	30.50 <u>31.5</u>	34 <u>35</u>
Desegregated/Receiver Non-Academic	(6) 7-8	36.25 <u>31.5</u>	39-35 <u>39-35</u>
Desegregated/Receiver Non-Academic	9-10	35.50	37
Desegregated/Receiver	11-12	<u>31.5</u>	39-35
Academic Desegregated/Receiver Non-Academic	11-12	33.50 35.50 <u>31.5</u>	

Type of School*	Grade Levels	Class Size Averages	Class Size Maximums
PHBAO Magnet	<u>UTK</u>	<u>10:1 Ratio</u>	<u>20</u>
PHBAO Magnet	TK-3	22.00	25
PHBAO Magnet	4-5 (6)	25.00	28
PHBAO Magnet	(6) 7-8	25.00	28
PHBAO Magnet	9-12	25.00	28
All Other Magnet	<u>UTK-</u>	10:1 Ratio	20
All Other Magnet	TK-3	22.00	25

All Other Magnet	4-5 (6)	27.5	31
All Other Magnet	(6) 7-8	27.5	31
	9-12	27.5	31

* In order to be considered magnet class in a magnet center, a class must contain more than 75% magnet students

2.1 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 above shall maintain class size averages and class size maximums consistent with schools governed by the Student Integration Program (Desegregated/Receiver schools).

2.3 Class Size Reduction

a. 11th and 12th Grade Academic:

i. On July 1, 2025 both average and maximums will be reduced by one (1).

ii. On July 1, 2026 both the average and maximums will be reduced by one (1) additional for a total reduction of 2.

b. Non-academic:

i. On July 1, 2025 both the average and max at all grade levels and schools shall be reduced by 2.

ii. On July 1, 2026 both the average and max at all grade levels and schools shall be reduced by an additional 2 for a total reduction of 4.

(Delete the below as implemented, changes reflected in the chart above)

~~a. On July 1, 2023, class size in academic classes (TK-12) in schools listed in Appendix X shall be reduced by 1 in both average and maximum from the table in section 2.0 above.~~

~~b. 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.~~

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~~c. On July 1, 2024, class size in academic classes (TK-12) in 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.~~

~~d. 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.~~

~~2.4 Other Regular Program Class Size Averages & Maximums:~~

~~(The union proposes to discuss the relevance of this language in 2.4 and to update or remove it in light of previously agreed upon class size reductions).~~

~~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.~~

2.5 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.

2.6 Elementary General Education Physical Education: The District shall centrally fund one (1) Physical Education teacher for every 15 elementary classrooms.

2.7 UTK classes shall maintain a ratio of no more than ten (10) students per one (1) adult at all times.

3.0 Distribution of Students Within Grade Levels, Departments and Classes: 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. Notwithstanding the above, should a class size maximum be violated by two or more students, students will be evenly distributed among classes where possible. For example, if there are two 2nd Grade classrooms in a school and one is above the max by two (2) students then one (1) student will be moved into the other classroom so that both classrooms are one

(1) student above the maximum, until such time as the violation is resolved. In secondary, if multiple class sections within the same credential area exceed the max, those classes will be evenly distributed among teachers in that department.

3.1 The parties agree that students should be equitably distributed across grade level and department classes. Said equitable distribution is subject to the grievance procedure.

4.0 Payment for Class Size Violations: Post norm day, in those instances in which class size exceeds the maximum dictated by this article, the affected teacher shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place

4.5.0 Grievance Process: Class Size Averages & Maximums

If the class size maximums in this Article are exceeded beyond Norm Day, the affected teacher may initiate a grievance in accordance with Article v of this Agreement in order to seek remedies in addition to the payment called for above.

5.6.0 Counseling Services: The District shall maintain a secondary counselor ratio as follows:

July 1, 2026: 375:1

Jan 1, 2027: 275:1

Once a school has exceeded 50% of the ratio, an additional secondary counselor shall be provided to the school by the District. The District shall maintain a secondary school counseling services ratio of 500-1 350-1 per secondary school. Once a school has exceeded 40% 60% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: In the 2025-2026 school year a middle school or high school with 526 1,200 students would have 2 secondary counselors, while a middle school or high school with 1,201 876 students would have 3 secondary counselors).

Post norm day, in those instances where a counselor(s) workload exceeds the maximum stated above the affected counselor (s) shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place. School Counselors will have the option to be on B- or C-Basis, at the discretion of the individual School Counselor.

56.1 Teacher Librarian Services:

a. The District shall provide one (1) full-time Teacher Librarian, five (5) days per week, for every library facility located on a secondary school campus.

b. The District shall provide two (2) full-time Coordinating Field Librarians (CFL) and two (2) Instructional Technology Applications Facilitators (ITAF) per LAUSD Local Region (16 total).

56.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school. In those instances in which the District fails to meet this obligation those nurses who cover the work of the vacant positions shall be paid an additional one hundred dollars (\$100) per day for each work day until the obligation is met. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place.

56.3 In the event that the District is not able to meet the obligations of Sections 5.0-5.2 6.0-6.2 of this Article by October 1st of each school year, if UTLA files a grievance for alleged violations of those Sections, the grievance will be immediately placed into abeyance for a period of thirty (30) days in order to allow the parties to explore options to resolved the alleged violation. Those options include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.

- a. The parties may mutually agree to extend the 30-day abeyance window.
- b. If the parties are unable to resolve the dispute informally during the abeyance period, UTLA shall be allowed to resume the grievance process.

The agreement of the parties to hold the grievance in abeyance notwithstanding, the District remains obligated to make any financial penalty payments to employees dictated by this article and under the timelines and terms of this article. Failure to do so is grievable separate from the violation being held in abeyance.

56.4 College Readiness: District shall provide a college counselor or college adviser to every high school with at least 900 students as follows:

- ~~a. Beginning with the 2023-2024 School Year – The District shall provide a college counselor or college adviser to every school listed in Appendix X with at least 900 students.~~
- ~~b. a. Beginning with the 2024-2025 School Year – The District shall provide a college counselor or college adviser to all high schools with at least 900 students not included in (a) above. If the total number of students across all schools on a shared campus/location/site is at least 900 students, the District shall provide a college counselor or college adviser.~~

In those instances in which the District fails to meet this obligation, those school counselors and/or other staff who incur additional work as a result of the District's failure to meet this obligation shall be paid an additional one hundred dollars (\$100) per day for each work day until the obligation is met. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place.

67.0 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). The previous sentence notwithstanding, the minimum staffing ratios will be 1 teacher to 4 students in those classes with 2 year old students and 1 teacher to 6 students in all other classes.

Post norm day, in those instances in which class size exceeds the maximum dictated by this article, the affected teacher shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place

78.0 Special Education: See Article XXII, Sections 1.0 - 2.0

(the union proposes to move the language in sections 8, 9, 10 and 11 below from the Student Support Staffing MOU into this article with the modifications highlighted in bold)

9.0 Psychiatric Social Worker (PSW):

a. ~~Schools with an enrollment of 600 or more shall be provided with a centrally District Funded PSW position.~~ LAUSD will provide centrally funded positions to schools at a ratio of 1:400 students.

b. Campuses that house multiple schools shall have the student population counted collectively towards the ratio in subsection a above.

b. ~~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 FTE).~~

c. PSWs assigned to clinics: The District will provide centrally funded positions to schools at a ratio of 1:20.

d. PSW Program Facilitators: The District will provide centrally funded positions at a ratio of 1:5 clinic PSWs.

d. PSWs assigned to Education Related Intensive Counseling Services (ERICS): The District will provide centrally funded positions at a ratio of 1:25 students.

e. PSWs assigned as Mental Health Consultants: The District will provide centrally funded positions at a ratio of one position for every 20 schools.

f. PSWs assigned to Crisis Counseling and Support: The district will provide centrally funded positions at a ratio of 1:20 PSWs.

9 10.0 Pupil Services and Attendance (PSA) Counselor: Beginning July 1, 2024, the District will allocate a .5 FTE of a PSA to schools with chronic absence rates

of 35% or higher. LAUSD shall provide centrally funded PSA positions in the following manner:

- a. At a ratio of 1:400. For schools with less than 400 students, the PSA will work at multiple sites for a total of 400 students
- b. For schools with chronic absence rates of 20% or higher will receive an additional 0.5 full time equivalent position (FTE) will be centrally funded.
- c. 5 PSAs per region to provide services to immigrant students
- d. The District will provide three hundred (300) FTE PSA counselors to serve as Specialized Student Services district-wide.
- e. PSA Counselors will have the option to be on B- or C-Basis, at the discretion of the individual PSA Counselor.

4011.0 Psychologist Services: On July 1, 2025 2024, the base allocation of School Psychologist at schools shall be increased as follows:

- a. One (1) centrally-funded School Psychologist at every elementary and secondary school
- b. One (1) additional centrally-funded School Psychologist at every secondary school with 1000 or more students
 - i. Elementary Schools — From .25 to .35 full time equivalent
 - ii. Middle Schools — From .4 to .5 full time equivalent
 - iii. High Schools — From .5 to .6 full-time equivalent

4412.0 Arts Teachers: Arts teachers will be assigned to schools at a ratio of 1 arts teacher for every 10 homeroom classes in K-12.

4213.0 For all positions for which a class size maximum, caseload maximum, central funding commitment or ratio exists in this contract, post norm day, in those instances in which any of those maximums, ratios or central funding commitments are violated the staff member (s) who take on additional work as a result shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place

4213.0 Campus based student totals for ratio based staffing: For all categories above, campuses that house multiple schools will have their total student population combined for the purposes of determining central allocation of positions based on position to student ratio or total student population counts.

4314.0 Class Size and Staffing Transparency:

- a. The District indicate class size maximums and averages prominently on each class's attendance document or system.
- b. The District will provide UTLA with a monthly class size and staffing report including Region, School Type, Campus, School, Norm Category, Instructional Director, Term, Department, Course #, Course, Course Grade Span, Section Type, Teacher, Period, Section, number of Students and Section Capacity.
- c. The District will notify parents/guardians of any class violations in their student's class.

4415.0 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) school counselor, PSW, PSA, and School Psychologist, and four (4) LAUSD appointees. The task force shall meet no less than six (6) times during each 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.

8-0-16.0 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.

~~917.0~~ The District shall create a program to recruit and retain educators of color that includes partnering with teacher education programs from at least three local universities and/or HBCUs. This shall include an induction/mentoring program to recruit, support and retain educators, counselors and social workers of color. The District shall utilize UTLA bargaining unit members in recruitment efforts.