

**TENTATIVE AGREEMENT BETWEEN
LOS ANGELES UNIFIED SCHOOL DISTRICT AND
UNITED TEACHERS LOS ANGELES
FOR THE 2008-2009 THROUGH 2010-2011 SCHOOL YEARS**

The provisions of the 2006-2009 negotiated agreement between the parties shall remain in full force and effect except as specifically provided below.

ARTICLE XXXII TERM OF AGREEMENT

1.0 This Agreement shall be for a term of three (3) years (2008-2009 through 2010-2011) and shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2011 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice. There shall be reopener negotiations for the 2009-2010 and 2010-2011 school years as follows:

- a. 2009-2010 Reopeners: Each party shall be entitled to reopen negotiations over one Article (not Article XVI- Health & Welfare). Negotiations shall commence at the request of either party at any time after April 1, 2009.
- b. 2010-2011 Reopeners: Each party may reopen negotiations on Article XIV (Salaries) and two additional articles of their choice (not Article XVI- Health & Welfare). Negotiations shall commence at the request of either party at any time after April 1, 2010.
- c. Regarding both the 2009-10 and 2010-2011 reopener negotiations referred to above, if no agreement is reached, and the parties have completed all required statutory impasse procedures and post-impasse procedures, Article VI shall not apply.

2.0 Negotiations During Life of Agreement. The District and UTLA agree to establish a Joint Committee for identifying items that, after initial discussions, the parties decide are appropriate for negotiations or consultation during the life of this Agreement.

2.1 The primary purpose of this Joint Committee shall be to resolve problems that may arise from time to time over administration of the current contract and/or other issues which the parties agree should be addressed and resolved during the term of this Agreement.

2.2 The Joint Committee shall be composed of eight (8) members, half (4) appointed by the Superintendent and half (4) appointed by the UTLA President. Additional "experts" may be invited by either party to attend meetings as dictated by need and subject matter.

2.3 The Joint Committee shall participate in joint training(s) designed to familiarize and equip the parties with skills to enable them to engage in effective problem-solving. Such skills may include interest-based problem solving, collaborative decision making and effective communication techniques. The initial training session shall include Joint Committee appointees, the Superintendent, UTLA President, senior-level District staff from the Office of the Superintendent and other UTLA officers and staff, as deemed appropriate by the parties.

2.4 All Joint Committee training and meetings shall be facilitated by a neutral facilitator chosen by the parties.

2.5 The Joint Committee shall issue quarterly written reports. These reports shall summarize the issues addressed by the Joint Committee each quarter and the resolution thereof, if any. The reports shall be posted on the LAUSD's and UTLA's websites and may also be distributed via other means as determined by each party. There shall also be public meetings at which the Joint Committee and the neutral facilitator will report on the work of the Joint Committee to the Superintendent and his cabinet, a member or members of the Board of Education and the UTLA President and other officers. The public meetings shall occur at least twice, but not more than four (4) times per year. The parties may agree to coordinate the reporting and presentation provisions of this section with those of the Compensation Study/Budget Committee.

2.6 The Committee shall be authorized to reach agreements on memoranda of understanding (MOUs), sideletters of agreement, and tentative agreements to amend this Agreement.

- a. The Committee shall, as soon as possible, determine if an issue or subject matter to be discussed or already under discussion would, upon resolution, require an amendment to the Agreement.
- b. If either party believes in good faith that an amendment to the Agreement is required or appropriate, the issue or subject matter shall be submitted to the District for public notice ("sunshining") pursuant to the EERA and District procedures, subject to 6(c) below.
- c. Upon ratification of this article, the District shall immediately pursue modification to its public notice procedures whereby issues and subjects arising out of Committee discussions can be "sunshined" as quickly as possible while still complying with the EERA. By way of example only, such procedures could be modified to allow the District and UTLA to jointly submit an issue, interest or subject matter to the Board at one meeting, and have the "sunshine" process completed at the subsequent meeting.

2.7 The Joint Committee shall not be authorized to discuss or enter into agreements concerning Health and Welfare and compensation.

2.8 The parties agree that this section (2.0 through and including 2.8) shall terminate automatically as of June 30, 2011, unless the parties expressly agree in writing to renew it through successor negotiations.

3.0 Negotiations for Successor Agreement: Negotiations for a successor agreement shall commence at the request of either party at any time after April 1, 2011.

4.0 Pre-July 1 Changes: The District and UTLA are aware of the individual employee annual contract year which begins on July 1 and ends on June 30 of each year, pursuant to the Education Code and applicable case law. It is the intention of the District and UTLA that the continuation of this Agreement past July 1 shall not make its terms a part of the individual annual contracts for the following school year so long as the Board, by formal action prior to July 1, sets forth any changes which it intends to implement (absent subsequent agreement with UTLA to the contrary). Such Board action stating its intent shall be deemed effective as though fully implemented prior to July 1. UTLA and the District agree that (a) the District shall set forth its intent prior to the completion of negotiations even though the parties may not be at impasse at that time, and (b) UTLA has not waived its right to negotiate about such changes subsequent to the Board action.

Article XVIII – SAFETY

1.0 General Provisions

1.1 It is the District's commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within the District. The District shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and to otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

1.2 Each site shall establish a School Safety Planning Committee. The UTLA Chapter Chair/designee may choose to be a member of the committee. With faculty participation, each site's School Safety Planning Committee shall develop (and annually review) a current Safe School Plan (see REF -1242.5, Office of Environmental Health and Safety, 2008-2009 Update of Safe School Plans) for distribution to each employee. These plans are expected to cover contingency plans including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When

preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by the plan shall take place.

1.3 When a new school is to be opened the District shall provide the UTLA Area Chair with a copy of the preliminary Safe School Plan following its completion.

1.4 The District shall conform to and comply with all other health, safety, and sanitation requirements imposed by local, state or federal law or regulations adopted pursuant thereto including the California Occupational Safety and Health Act (CAL-OSHA), as amended (California Labor Code Section 6300, et. seq.) regulations relating thereto (California Administrative Code, Title 8, Sections 330, et. seq.), Chapter 2 of Part 19 of the California Education Code relating to School Safety, Article 3.6 (commencing with Sections 32228, and Article 3.8 (commencing with Section 32239.5). Recitation of these and related laws herein is for reference only and *not* for purposes of incorporation into the Agreement.

1.5 The District shall provide Safe School Plans (Volume I and II) to each school to be made readily available (subject to confidentiality requirements) to all unit members, including but not limited to placement of copies in the school office and faculty lounge and access via the LAUSD website. Other means of distribution or access to the Safe School Plans may be established within the plans.

- a. Volume I of the Safe School Plan addresses Campus Safety and Violence Prevention programs. Volume II addresses Emergency Preparedness.
- b. A “quick reference guide” to Volume II of the Safe School Plan shall be distributed to all unit members at each site as soon as the Plans have been updated for that year. The quick reference guide shall be tailored to that site.

1.6 In addition to the Special Grievance Procedures contained in section 7.0 of this Article, other avenues of inquiry, complaint and appeal regarding health and safety issues exist in the District. For frame of reference only (and *not* for purposes of incorporation into the Agreement) these are:

- a. Procedures for Reporting School Cleanliness Issues (MEM-2093, 11/7/05)
- b. Williams Complaint Procedures (BUL-2362.6, 11/30/07)
- c. Safe School Plans, Volumes I and II (REF-1242.5, 8/15/08)

1.7. The District shall make available to UTLA and every site, via the LAUSD website, information, rules and templates related to the California Administrative Code, Title 8, Section 3203 requirements regarding an Injury and Illness Prevention Program (lausd-oehs.org).

1.8 The District shall make available to UTLA and every site via the LAUSD website all reports, correction notices deficiency notices, or “self-certified corrections” resulting from an OEHS inspection (lausd-oehs.org).

1.9 The District shall provide reasonable packing and moving assistance to any employee who is required by OEHS to vacate his/her classroom or worksite.

2.0 No employee shall be discriminated or retaliated against as a result of reporting alleged unsafe or hazardous conditions. Allegations of such discrimination/retaliation may be processed according to the policies/procedures referenced in section 1.7 above, or through Article V (Grievance Procedure) and not under section 7.0 of this Article. Once an employee chooses which process to utilize (policies/procedures or Article V), this shall be his/her exclusive forum.

3.0 Environmental, Health, Safety and Violence Prevention Joint Committee

3.1 A District Environmental, Health, Safety and Violence Joint Committee shall be established with no more than five (5) appointees by each party. A Committee Chair shall be appointed by the Committee. UTLA representatives on the Committee/Task Force will be released pursuant to Article IV, Section 4.0. This committee shall review environmental, health, safety and violence prevention issues that may have an impact on District worksites and employees. Except in situations requiring immediate action for environmental, health, safety, or violence prevention reasons, the District shall, prior to implementation of new or revised policies and rules, discuss them in this Committee.

3.2 It is the intent of the parties that the Committee forward recommendations, if any, to the District and the Union regarding mitigation strategies and courses of action to address issues of concern as determined by the Committee with regard to environmental health, safety and violence prevention. This shall occur within six months of the first meeting of the Committee following contract ratification, or at such other time as determined by the Committee.

4.0 Renovation, Modernization and New Schools

4.1 The District will notify UTLA of community outreach meetings at which potential sites for new schools are to be discussed.

4.2 UTLA may, in its discretion, appoint one or more UTLA employees to act as liaisons to the District regarding the construction of new schools and remodels of or renovations/new additions to existing schools (“school construction”).

4.2.1 It is the intent of the parties that the individual(s) serving in this capacity will become familiar within areas related to school construction and serve as information conduits between the District and unit members at affected school sites.

4.2.2 It is the intent of the parties that such individual(s) will have the opportunity for ongoing consultation with designated District personnel regarding matters related to school construction.

5.0 Special Grievance Procedures: If, after giving notice to the site administration, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Step One time limits of Article V). Within two (2) days of receiving the grievance the site administrator shall meet with the grievant in an attempt to resolve the matter, and by the end of the day next following that meeting the administrator shall issue a written response to the grievant. If the response does not resolve the matter, the grievant may within three (3) days file a written appeal with the appropriate Local District Superintendent or designee and UTLA Area Chair. Within three (3) days after receipt of the appeal the Local District Superintendent (or designee) shall hold an appeal meeting to discuss the matter and shall announce a decision by the end of the day following. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the administrator's appeal decision is announced, UTLA must, if it wishes to arbitrate the matter, notify the District of its intention. UTLA and the District shall then select an arbitrator and calendar the dispute for expedited arbitration pursuant to Article V, Section 15.0. In view of the District's limited available funds and the need of the District to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether an unsafe or hazardous condition exists, or whether an employee(s) has/have been required to perform tasks that endanger his/her/their health and safety. The arbitrator shall be authorized to include a remedy in his/her award if in his/her opinion the unsafe etc. condition can be corrected at a cost not to exceed \$25,000 for each case, controversy or issue. If the arbitrator determines that correction would exceed \$25,000, he/she shall not include any remedy in the award, which shall then be forwarded to the Committee set forth in section 3.0 of this Article. The Committee shall make a joint recommendation for resolution of any unsafe or hazardous condition identified by the arbitrator and make its recommendation to both the Superintendent and the UTLA President within fourteen (14) work days of receipt of the arbitrator's decision.

6.0 Emergency Closure: In the event a school is closed due to an emergency the employees shall, typically, be reassigned on a temporary basis to another location. If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.

7.0 Employee/District Responsibility: Employees shall immediately notify site administration and site administration shall immediately notify employees of any unsafe or hazardous conditions at the site. Upon notification, the district shall take immediate steps to

investigate and correct an unsafe or hazardous condition. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees and themselves.

ARTICLE V – GRIEVANCE

4.0 Confidentiality: In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until a final determination has been reached, all proceedings shall be considered private and any preliminary disposition shall not be made public without the agreement of all parties. The District and UTLA may report on grievances by citing no more than the section and article alleged to have been violated and the stage at which the grievance is at the time of the report. At no time in any report or public record may either party or the grievant cite any names or schools. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparation for hearing.

4.1 *[This section is deleted from the Agreement.]*

ARTICLE VIII – SMALL LEARNING COMMUNITIES: Add new section at end of Article:

7.0 SLC Task Force: Upon approval of a tentative agreement for this 2008-2011 Agreement, UTLA and the District shall form a committee to review this article. The committee shall be composed of three District and three UTLA members. The committee shall submit a report and recommendations to both the LAUSD Board of Education and the UTLA Board of Directors with comments and recommendations for changes to this article. The Committee may address the following issues: Selection of classes by faculty members, displacement issues, process for collapsing of SLCs, composition of local SLCs, delineation of roles of SLC Lead Teachers and chapter chairs, issues between the District and SLCs regarding mandated curriculum, and transfers between SLCs.

ARTICLE IX-C – INSTRUCTIONAL COACHES: Add new section at end of Article:

6.0 Confidentiality: Instructional Coaches are not to participate in the evaluation of teachers. In order to encourage a supportive professional relationship between teachers and Instructional Coaches, conversations between the teacher and the Instructional Coach regarding the teacher's performance are to be treated as confidential and privileged to the extent provided by law. This shall not be construed to interfere with or alter legal processes such as subpoenas to testify and/or produce documentary evidence. Subject to the foregoing, the fact that various Instructional Coach services are provided shall stand as evidence that the District has provided part of its required program of assistance under Section 5.0 of Article X, but shall not satisfy the District's obligations under said section.

ARTICLE IX-A ASSIGNMENTS Add new sections at end of Article.

11.0 Secondary Counselor Reassignment to Teaching Position:

Counselors who are reassigned to a teaching position shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

12.0 Request for Assignment for Unit Members Reporting to Health and Human Services: A request form for unit members reporting the Health and Human services is included in this Agreement as Appendix C. If a request is not granted, the unit member shall receive written reasons for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

ARTICLE XIV – SALARIES: Delete section 1.0 (a) and (b) and replace as follows:

1.0 Salaries

- a. 2008-2009 Salaries: Effective July 1, 2008, all base salary tables, schedules and rates, including career increments and differentials for degree, coordinating, coaching and activity assignments, temporary adviser, and temporary resource and responsibility shall be as set forth for the 2007-2008 school year.
- b. 2009-2010 and 2010-2011 Salaries: Salaries for 2009-2010 and 2010-2011 are subject to reopener negotiations pursuant to Article XXXII (i.e., if one or both parties elects to utilize its one reopener on this Article for 2009-2010).

Add new section 38.0 to end of Article:

38.0 Competitive Compensation and Budget Recommendations Panel

The parties share an interest in attracting and retaining a well-qualified and equitably compensated work force. The parties recognize that compensation comparability needs to be addressed in order to become and remain competitive. To accomplish that goal, the parties agree to form a Competitive Compensation Study/Budget Committee under the following guidelines:

1. The Panel will compare UTLA total compensation, defined to be salaries and costs for Health and Welfare Benefits, using multiple measures including career earnings benchmarks, salary schedule benchmarks and other mutually agreed upon statistical data.
2. The parties will specify the appropriate districts to use in comparison base, including, among others, the unified school districts of Los Angeles County.

3. The Panel will develop salary schedules that will provide competitive compensation at data points it chooses such as the median or upper quartile. The Panel must also provide data on the amount of additional funds needed to attain each of these data points.
4. The Panel may make recommendations on reallocating current resources and allocating new revenues in order to meet the funding requirements noted in #3 above. These recommendations will need to be based on a multiyear projection that may include items such as budget re-prioritization, certificated allocations, budget allotment formulas, salary schedule structure, table of personnel allocations and other similar financial data of the LAUSD budget.
5. UTLA and LAUSD shall each appoint four members within two weeks of ratification of the agreement.
6. The Parties will agree to a neutral, third party facilitator for this group (should have expertise in school finance).
7. The Panel will agree upon calendar of at least 2 days per month – 24 annually.
8. The Panel shall issue written reports three times a year. These reports shall summarize the issues addressed by the Panel during the period and the resolution thereof, if any. The reports shall be posted on the LAUSD's and UTLA's websites and may also be distributed via other means as determined by each party. There shall also be public meetings at which the Panel and the neutral facilitator will report on the work of the Panel to the Superintendent and his cabinet, a member or members of the Board of Education and the UTLA President and other officers. The public meetings shall occur at least twice, but not more than three (3) times per year. The parties may agree to coordinate the reporting and presentation provisions of this section with those of the Joint Living Contract committee.
9. The Panel will address any Federal or State mandates or incentive funds for an alternative compensation system.
10. The parties agree that this section 38.0 (1 through and including 10) shall terminate automatically as of June 30, 2011, unless the parties expressly agree in writing to renew it through successor negotiations.

ARTICLE IX-B - PROFESSIONAL DEVELOPMENT

3.0 Professional Development Advisory Committee: In order to ensure effective input from UTLA and certificated staff in the development and implementation of the District's staff development programs, there shall be formed a Professional Development Advisory Committee (PDAC). The PDAC shall meet at least once a month to review, discuss and provide recommendations to the Superintendent or

designee regarding the development and implementation of the District's professional development programs. The PDAC composition and responsibilities shall be as follows:

- a. Each party may appoint up to eight (8) members to the PDAC for the purpose of representing each local district. In addition, there shall be one member designated by the Superintendent and one designated by the UTLA President. The Superintendent's designee shall serve as chair of the Committee.
- b. The Committee shall have the following responsibilities in its role as advisor to the Superintendent or designee:
 - i. Review, evaluate and provide recommendations concerning any current or proposed District-initiated professional development programs and activities;
 - ii. Propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose; and
 - iii. Review and provide recommendations concerning the professional development calendar for the year.
 - iv. Review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing of HOUSSSE certification under the requirements of the No Child Left Behind statute.
 - v. Review and provide recommendations concerning the professional development aspects of the Instructional Coaching program, including matters such as Instructional Coach training, utilization, and program evaluation.
- c. In addition to the foregoing, the function, purpose and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:
 - i. Professional development shall be grounded in data and the instructional goals, pedagogy and programs of the District and the school.
 - ii. The PDAC shall develop and compile information regarding best practices and successful models for the delivery of professional development programs irrespective of content.
 - iii. The PDAC shall develop and compile procedures and instruments for the assessment of professional development programs, including for individual programs and annual evaluation of such programs.

- iv. The information, procedures and instruments referred to above are intended to assist schools with delivering effective professional development according to research and evidence-based practices that will be most effective for each school and will enhance student achievement.
- d. The PDAC shall agree on the maximum number of UTLA and District representatives for Local District Professional Development Advisory Committees (LDPDACs). The purpose and function of the LDPDAC shall be to provide recommendations regarding the following:
 - i. In collaboration with the local district leadership team, provide assistance, resources, suggestions and support to their local schools in making the most effective data based professional development decisions.
 - ii. Evaluate data and assessments of professional development and use this information to make recommendations regarding future professional development activities and delivery models to the local schools.
- e. The PDAC shall have the responsibility for ensuring that the LDPDACs are acting in a manner consistent with the concepts and guidelines set forth herein.

6.0 Three bargaining unit members shall be selected by UTLA for the purpose of working collaboratively with the District on identified professional development projects. Two existing bargaining unit members shall continue in their current positions working with the National Board Certification (NBC) program and Point Credit/New Teacher Academy until expiration of their five year term unless extended by mutual agreement. The newly established third position will also work in the area of professional development.

The supervision and evaluation of the above three employees and a determination of their responsibilities shall be determined by the Superintendent and the UTLA President or their designee.

NON-CONTRACT ITEMS

- 1. Non-Discrimination etc.: See attached.
- 2. Withdrawal of Litigation: See Attached.
- 3. Professional Development Buyback Days: See attached.

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NON-CONTRACT ITEM

1. Non-Discrimination etc.:

The District shall not reprimand, discipline, discriminate and or retaliate against any UTLA bargaining unit member for his/her participation in UTLA supported activities related to negotiations over this agreement and/or state and local education funding decisions that occurred prior to the date of this tentative agreement.

NON-CONTRACT ITEM

2. Withdrawal of Litigation:

The moving party in the following matters shall dismiss these matters with prejudice within ten (10) workdays of final ratification of this tentative agreement. Each party shall bear its own costs and attorneys fees in these actions. Neither party admits any wrongdoing or liability by withdrawal of these actions.

United Teachers Los Angeles v. Los Angeles Unified School District, PERB Case No. LA-CE-5227-E (Buy Back).

Los Angeles Unified School District v. United Teachers Los Angeles PERB Case No. LA-CO-1348-E (Work Stoppage).

Los Angeles Unified School District v. United Teachers Los Angeles LASC Case No. BS115122 (Petition for Injunctive Relief).

NON-CONTRACT ITEM

3. Professional Development Buyback Days:

To: UTLA
From: Ramon Cortines
Date: March 19, 2009
RE: Professional Development Buyback Days

By this memo, I am affirming my commitment to UTLA to meet and discuss, at UTLA's request, whether and/or to what degree Professional Development Buyback Days might be restored in the future.