

MEMORANDUM OF UNDERSTANDING BETWEEN
LOS ANGELES UNIFIED SCHOOL DISTRICT AND
UNITED TEACHERS LOS ANGELES

LOS ANGELES PILOT SCHOOLS AGREEMENT
December 2, 2009

Introduction: The Los Angeles Unified School District (LAUSD) and the United Teachers Los Angeles (UTLA) are sponsoring the establishment of innovative small pilot schools within LAUSD. The purpose of establishing pilot schools is to provide models of educational excellence that will help to foster widespread educational reform throughout the Los Angeles Unified School District. The Pilot Schools Network of teacher empowerment, parent engagement, and student achievement is a voluntary model. The parties hope to improve dramatically the educational learning environment and thereby improve student performance. Pilot schools will be open to students in accordance with the LAUSD student assignment plan.

- I. **Scope:** There will be established up to twenty (20) pilot schools as part of the Los Angeles Pilot Schools agreement in the 2010-2011 school year unless the parties agree in writing to establish more, and/or to a different timeline for the establishment of the agreed upon number of Pilot Schools. In addition, the parties will engage in discussions as set forth in Section XII D and E.
- II. **Status of LAUSD Employees Who Work In Pilot Schools:** All UTLA bargaining unit members who elect to work in Pilot Schools shall maintain their full status as members of the UTLA Bargaining unit and as employees of the District.
 - A. These employees shall continue to receive, at a minimum, the salary and all health and welfare benefits set forth in the negotiated Agreement between the District and UTLA ("Agreement"). The parties agree this constitutes authority to establish non-uniform salaries pursuant to Government code 3543.2(e).
 - B. These employees shall continue to be subject to the rights, protections, obligations and duties applicable to certificated employees under the California Education Code, including, but not limited to, the membership in the State Teachers Retirement System. These employees shall continue to accrue seniority as provided in the California Education Code.
 - C. These employees shall continue to attain and maintain "status and classification" as set forth in the California Education Code (e.g., temporary, probationary, permanent, substitute, intern, etc.).
- III. **Working Conditions in Pilot Schools:** Pilot Schools shall continue to follow state and federal laws and regulations, however they shall be exempt from all Board Rules and District policies and shall likewise be exempt from the provisions of the Agreement except as is specified below. Pilot Schools shall strive for a model of collaboration and shared decision-making at the school site, embodying freedoms from locally imposed constraints.

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All employees shall work in Pilot Schools on a voluntary basis and may request a voluntary transfer to another district school at the end of any school year.

Any UTLA bargaining unit employee who is displaced from a Pilot School and/or is released from a Pilot School (e.g. due to a programmatic change at the school site) during the term of this agreement shall be transferred to a vacancy for which the employee is qualified at a school within the geographic area in which the present school is located, or if no such vacancy exists in an adjoining area, or if no vacancy exists in an adjoining area to a vacancy in some other area. In the event there is no vacancy available within a reasonable distance from the school from which a teacher has been displaced, a representative from, UTLA and a representative from the District Human Resources Division will meet to consider different assignment options for the affected employee.

No UTLA member may be laid off as a result of the existence of Pilot Schools.

A. As expressly set forth below, certain provisions of the LAUSD-UTLA collective bargaining agreement shall remain in full force and effect at all times during this Memorandum of Understanding ("MOU"). In addition to those referred to in Section II above, the following provisions of the Agreement, however, cannot be waived or in any way modified by the Governing School Council, and shall continue to apply with full force to unit members who work in Pilot Schools:

- Leaves (Article XII)
- Reduction in Force (Article XIII)
- Evaluation (Article X), Peer Evaluation (Article XXVII, Section 3.2(e)) and Discipline (Article X)
- Peer Assistance and Review (Article X-A)
- Dues Deduction (Article IV-A)
- Safety (Article XXVIII)
- Holidays (Article XVII) (9 legal holidays, 8 winter recess holidays and 5 spring recess holidays)
- Article IV, UTLA Rights, Sections Section 1.0, 2.0 3.0, 7.0, 8.0(a), (b), (c) and (i). Article IV, 8.0 (I) shall be included and shall read as, "Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements." Section 6.0 shall apply with up to 10 days of release time; however, if a bargaining unit member assigned to a Pilot School is elected to a position of UTLA Director or UTLA NEA Vice President, the employee shall be entitled to the full amount of release time that is authorized under Article IV, 6.0

B. The foregoing Articles shall continue to be subject to the Grievance provisions of the Agreement. All other matters shall not be subject to the contractual Grievance provisions and, instead, are subject to review, etc. exclusively through the Internal Appeals Process set forth below.

C. The Provisions of this Los Angeles Pilot Schools Agreement are not intended to narrow or expand the rights of the District or UTLA to be less or greater than that provided by law,

except as specifically set forth in this MOU. If there is a conflict between a specific provision of this MOU and legal requirements, all other non-conflicting sections of this MOU shall remain in full force and effect.

IV. Work Year, Workday, etc.

- A. The matters set forth below shall be reduced to writing in an "Election to Work Agreement" that shall be provided to each Pilot School employee at the inception of his/her employment at the Pilot School and no later than April 15 annually thereafter. All employees are required to sign such document as a condition of working or continuing to work at the Pilot School. This document shall include the following information:
1. The length of the instructional day, school day and workday.
 2. The length of the instructional year and work year and school calendars.
 3. The amount of time an employee is required to render service beyond the instructional/school/work year or day set forth in the Agreement.
 4. Any additional required duty time, such as during summers, school breaks, etc.
 5. Any additional teacher evaluation measure which enhances the pilot school.
- B. The Governing School Council shall establish the length of the unit member work year, the length of the instructional and duty day, the school calendar, the amount of professional development to be provided in and outside of school, and summer work. These matters shall be part of the RFP submitted for approval/modification as set forth above.
- C. Notwithstanding the provisions of this section, Pilot Schools shall, at a minimum provide at least the number of student instructional days and the amount of instructional minutes as other District schools.
- D. Employees in Pilot Schools will be required to work the full workday/work year (or the proportionate amount required by their less than full-time assignment), and to perform and render service as prescribed by the terms of the approved Pilot School RFP (subject to modification as set forth above).
- E. The parties agree that the Election to Work Agreement (including length of work year, length of work day, professional development time in and out of school, summer work), shall be created by the Governing School Council and shall be given to affected staff no later than February 15 of the previous school year. By a 50% + 1 vote, affected UTLA Bargaining Unit staff may vote to override the Election to Work Agreement, sending it back to the Governing School Council for possible re-working. If the Election to Work Agreement for an upcoming school year has not been approved by March 15 the previous year's Election to Work Agreement shall remain in place.

V. Governance of Pilot Schools: Each Pilot School shall be governed by a Governing School Council, the composition of which shall comply with the School Site Council Model as established in the approved RFP. The responsibilities of the Governing School Council are as follows: set the school vision, approve the annual budget, approve the annual election-to-work agreement, and recommend the selection of the school leader (with the Superintendent having final authority). The Governing School Council also is responsible for managing the

Internal Appeal Process. Refer to District Bulletin 4148.1 Advisory Committees and School Site Councils, dated March 27, 2009 for complete information regarding policies and state guidelines related to the composition of School Site Councils. The membership of the Governing School Council shall be consistent with School Site Council Guidelines as referenced in Memo 4148.1. (An example of a School Site Council membership at a secondary school, with a council of twelve members: 1 principal, 4 teachers, 1 other personnel, 3 students, and 3 parents/community).

VI. Establishment of Pilot Schools

A. Pilot Schools may be created by the following means:

- A new, start-up Pilot School
- An existing regular LAUSD school or high school small learning community may convert to become a Pilot School if a minimum of 67% of all Unit members who work 50% or more in the school vote to adopt Pilot status.
- An existing charter school can decide to give up its charter and apply through the RFP process in (B) below.
- The District shall provide an orientation and/or informational meeting(s) for UTLA members interested in pilot schools.

1. If a school or small learning community converts to become a Pilot School, all current faculty at the school or SLC who voluntarily sign the Pilot School's election-to-work agreement are entitled to placement within the school for the school's first Pilot year.
2. If a new start-up Pilot, for example at a newly constructed (i.e. Esteban Torres) or a re-opened school (i.e. if Hughes Middle School was to re-open), receives approval to become a Pilot School, all current faculty at the school or SLC being relieved who voluntarily sign the Pilot School's election-to-work agreement are entitled to placement within the school for the school's first Pilot year. A proportionate number of teachers (based upon staffing norms) from each sending school are to accompany the students to the receiving school(s) after the exception for Design Team members in # 3 below. The membership of a Design Team will be consistent with the concept and intent of the Pilot Schools program. A reasonable number of Design Team UTLA members will comprise the initial faculty of a new start-up pilot. This may be reviewed as part of the XII, D provision to revisit this agreement beginning in January 2010.
3. If a new start-up Pilot, for example at a newly constructed or re-opened school, receives approval to become a Pilot School, the Design Team members will be exempt from displacement due to norming during the course of the first full school year the Pilot school is in existence. Design Team members from schools other than the feeder school(s) being relieved by a newly constructed or re-opened school shall not be subject to the proportionate assignment language described above in #2 and shall have preference over bargaining unit members from the school(s) being relieved in #2 above.

4. In the event there is no vacancy available within a reasonable distance from the school from which a teacher has been displaced, a representative from, UTLA and a representative from the District Human Resources Division will meet to consider different assignment options for the affected employee.

B. Establishment of Pilot schools shall be accomplished through an RFP process.

1. The RFP process will be developed by LAUSD and administered by the Steering Committee, the composition and operation of which are set forth below.
2. Completed RFPs will be reviewed by the Steering Committee, which shall thereafter determine which proposals are approved.
3. No Pilot School shall be established without the approval of the Steering Committee and the LAUSD School Board as set forth herein.
4. Pursuant to California Department of Education regulation and policy, the Board of Education must authorize the formation of a new school through the CDS code approval process.
5. The District will provide via a verification process to allow for the Chapter Chair and school site administrator from each school being relieved by a new start-up Pilot school to confirm:
 - An orientation and or informational meeting(s) was held
 - A school vote to adopt Pilot status was taken

C. Modification of RFP: Any modification to the terms and conditions of the approved RFP shall be valid only if approved through the process set forth in Section VI B 2 and 3 above.

VII. Pilot Schools Steering Committee: This Committee is charged with reviewing and approving all initial RFPs to establish Pilot Schools, and all proposals to later modify initial RFPs.

A. The Committee shall contain representatives from the following organizations:

1. Los Angeles Unified School District: 2
2. United Teachers Los Angeles: 2
3. Community Organization members shall be appointed by the other members of the Committee. 2
4. Associated Administrators Los Angeles: 1

The Committee shall conduct its business according to rules and procedures adopted by the Committee, including making decisions as to the implementation of item VII A 3 above.

VIII. Funding of Pilot Schools: Pilot schools shall be funded through a lump sum per-pupil budget, as well as central and local discretionary services, plus a start-up supplement.

IX. Internal Appeals Process

- A. The Governing School Council of each Pilot School shall develop an Internal Appeals Process ("IAP") which may be utilized by unit members at Pilot schools to allege a violation or misapplication of the terms and conditions governing the Pilot School.

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- B. A complaint under the IAP is limited to allegations that the written terms and conditions governing the Pilot School as specifically set forth in the RFP and/or written decisions of the local Governing School Council have been violated or misapplied.
- C. Each Pilot School's IAP must be submitted to the Steering Committee for approval.
- D. If a Pilot School cannot agree on an IAP, the process set forth in Section IX G below shall be deemed to be the IAP at that School. Such IAP shall also apply if the Steering Committee rejects a locally developed IAP and the Pilot School does not agree to a revised procedure, or if the Steering Committee rejects a revised procedure.
- E. Every Pilot School employee shall receive a written copy of the IAP.
- F. Every locally developed IAP shall provide that if a complaint cannot be satisfactorily resolved at the Pilot School level, the matter shall be submitted to the Los Angeles Pilot Schools Steering Committee. The Committee shall come to consensus on a final decision. If a final decision cannot be made by consensus, a majority vote of members present shall make a final decision.

If a Pilot School does not formulate their own Internal Appeals Process, the Internal Appeals Process described below shall apply:

- G. This IAP shall be used at Pilot Schools only under the circumstances stated in section IX-D above. A "complaint" for purposes of this IAP is defined as set forth in Section IX B above. A "day", for purposes of the timelines of this IAP is defined as any day of the calendar year except Saturdays, Sundays, legal or school holidays, or District-unassigned days (e.g., Day after Thanksgiving). The time limits of this IAP are intentionally expedited to achieve early resolution, and are expected to be adhered to by all parties. Time limits may be extended or waived, but only by mutual written agreement.

The Steps of this IAP are as follows:

1. Informal Meeting Between the Grievant and School Leader: Within five (5) days after the aggrieved employee became aware (or should have become aware) of the occurrence of the event(s) upon which the grievance complaint is based, the aggrieved employee must request an informal meeting with the school leader (and the department chair if the matter involves the department chair), to discuss the matter and attempt in good faith to resolve it. That meeting shall be conducted within five (5) days of the request.
2. Second Meeting, With Chapter Chair Included: If the dispute has not been resolved within five (5) days of the above-described Informal Meeting, the employee shall have up to an additional five (5) days in which to request a second meeting, this one to include the persons from the Informal Meeting, and also the chapter chair for the site, and may also include a designee of the school leader. The purpose of this meeting is for the school leader and the

chapter chair to attempt in good faith to resolve the dispute. This meeting shall be conducted within five (5) days of the request. If the matter is not resolved within five (5) days of the Second Meeting, then this step is deemed completed. Provided, however that if the chapter chair may be personally affected by the outcome, and there is no designated co-chair, the matter shall automatically proceed to the next step.

3. **Third Meeting: Governing School Council:** If the dispute has not been resolved within five (5) days of the above-described Second Meeting, the employee shall have up to an additional five (5) days in which to request a meeting with the Governing School Council. This meeting shall be conducted within five (5) days of the request. If the dispute has not been resolved within five (5) days of this meeting, the employee may submit the claim to the Alternate Claim Panel set forth below.
4. **Submission to Alternate Claim Panel:** If the aggrieved employee and the chapter chair wish to pursue the matter further, the chapter chair shall have five (5) days to submit the claim to the school leader, with copies to the Office of Staff Relations and to UTLA's Director of Organizational Services. This filing shall cause the dispute to be referred to a two-member Joint Panel (see Section 5 below) for final resolution. The assigned members of the Joint Panel shall convene the parties to learn the facts and hear the parties' contentions, and then shall use all of their best mutual efforts to reach agreement upon the appropriate final decision. It is anticipated that they will be able to do so. However, in the event that they are deadlocked, Staff Relations and UTLA shall designate one of the Panel Members as the designated decision maker (and the other as advisory), based upon the principle of alternating between the District designee and the UTLA designee for succeeding deadlocked panels on a District-wide basis. (The members of the particular Joint Panel shall not be advised as to which would be so designated until such time as it becomes necessary to make the designation.) Joint Panel decisions are final and binding, but shall be applicable solely to the specific dispute, and shall be non-precedent setting.
5. **Joint Panels:** The District and UTLA shall each designate an equal number of retired District employees to serve as a pool of Joint Panel members. Such appointments shall be made each March for the ensuing school year. The total number of such appointees shall be determined by the District and UTLA each year based on anticipated needs, but shall not be fewer than eight (four each). The District and UTLA shall each make all reasonable good faith efforts to select their designees on the basis of perceived school experience, reputation for fairness and judicious character. Such appointees shall then be divided into two-member teams to serve together on an ongoing basis as a Joint Panel.

- X. **Building Council:** Each school shall establish a Building Council to address issues related to the School Impact Report. If consensus cannot be reached, the Local District

Superintendent shall decide the matter. The members of the Building Council at each school site shall be comprised of the following members:

- The principal or designee of the regular school, the chapter chair of the regular school, and each Small Learning Community lead teacher.
- The principal or designee of the Pilot School and the chapter chair of the pilot school or designee.

XI. Monitoring and Intervention: In order to ensure continuing accountability, each school will undertake a Quality Review Process in year three, and every five years thereafter. The Quality Review Process will be established by the Steering Committee, with final accountability to the Superintendent. The RFP process for establishing pilot schools will contain metrics for student achievement to be measured in the Quality Review Process.

- A. Either party to this Agreement may at any time request an "intervention" from the Steering Committee or its designated monitor.
- B. Procedures for establishing an intervention, including written requests, etc., shall be established by the Steering Committee.

XII. Duration of MOU:

- A. This MOU shall take effect immediately upon approval by the District and UTLA and shall remain in effect through June 30, 2012.
- B. Thereafter, this MOU shall automatically continue in effect subject to Section XII C below.
- C. Either party wishing to modify or terminate this MOU as of or after June 30, 2012, may cause negotiations to commence over this matter by notifying the other party in writing by December 1 of the year prior to the year in which such modifications or termination is sought.
- D. Each party may re-open negotiations over this MOU. Negotiations shall commence at the request of either party at any time after January 1, 2011.
- E. Beginning not later than January 4, 2010, the parties will meet to determine if there are additional schools that have demonstrated intent to apply for Pilot School status and to discuss how to address the interests of these schools.
- F. The parties agree that any negotiations conducted under this paragraph XI shall be subject to the public notice and impasse procedures of the Educational Employment Relations Act (Government Code sections 3547 through and including 3548.3.)
- G. The terms of this MOU shall be subject to ratification by UTLA and adoption by the Board of Education.

LOS ANGELES PILOT SCHOOLS AGREEMENT

Date of Agreement 12/18/2009

Los Angeles Unified School District:

United Teachers Los Angeles:

By: John Bowes
John Bowes, Ed. D., Assistant Chief
Human Resources Officer
Office of Staff Relations

By: Duffy
A. J. Duffy, President
United Teachers Los Angeles

Adopted and approved by the Board of Education on 09 FEBRUARY, 2009¹⁰

By: Monica Garcia
Monica Garcia, President
Board of Education