

**TENTATIVE AGREEMENT
BETWEEN
LOS ALAMITOS UNIFIED SCHOOL DISTRICT
AND
LOS ALAMITOS EDUCATION ASSOCIATION**

May 3, 2022

Los Alamitos Unified School District and the Los Alamitos Education Association agree to the following terms and conditions:

1. The parties agree to language regarding Catastrophic Leave. A MOU was created and will be used on an as needed basis, determined by LAEA and Management. The negotiations teams will act as the Catastrophic Leave Committee.
2. The parties agree to language regarding High School Teacher Split Assignments to provide services year-round (Social Science Pilot). A MOU was created by LAEA and Management to use during this pilot period.
3. The negotiation teams will prioritize the viability of Retirement Incentive Options and come to a decision by December 1, 2022.
4. Article XII: CLASS SIZE- Class Size – Goals and Desired Maximums changes are as follows;

ARTICLE XII – CLASS SIZE

A. Class Size – General

District retains the right to determine the number of unit members and related matters as indicated in Article III – Management Rights. However, the District shall make a good faith effort to meet the following class size goals and desired class maximums subject to reasonable constraints.

B. Class Size – Goals and Desired Maximums

The following are District-wide average class size goals:

30 students with desired maximum of 33 per class in Kindergarten; 30 students with desired maximum of 31 per class in grades 1-3; 31 students with desired maximum of 33 per class in grades 4-6; (combined grades K-1 or 3-4 shall be covered by the 1-3 ratio);

33 students with desired maximum of 35 per class in grades 7-12; ~~18 students is the desired maximum at Continuation High School;~~

10 students with a desired maximum of 12 students in Elementary Special Day Classes, and District-Wide Moderate/ Severe Classes

13 students with a desired maximum of 15 students in Secondary Mild/Moderate Self-Contained Classes

The District will make a good faith effort to create co-taught classes at the secondary level with a desired maximum ratio of 1/3 students with co- taught specialized academic instruction (SAI) services as designated within their IEP.

The average class size for Special Education classes shall not exceed the maximums allowable in the State Laws.

Excluded from the above goals and desired maximum are classes in physical education; instrumental or vocal music; skills practice classes such as typing and business machines; study hall; situations in which two or more individual classes are assembled for special instructional purposes; team teaching situations; or any other similar situations. It is understood that the term “desired maximum” as used herein is not intended to mean that such a class size is the optimum or most desirable class size but is rather intended to mean that the District has established as a desirable goal that such size not be exceeded. Site administrator shall make a good faith effort to involve the school staff in planning with respect to class size and support services program.

5. Article IX: EVALUATION PROCEDURES- changes are as follows;

ARTICLE IX – EVALUATION PROCEDURES

A. General

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following provisions of this Article. Evaluations shall assess unit member performance on the basis of the factors contained in Education Code Section 44662 and the California Standards for the Teaching Profession. The evaluator’s judgments and conclusions shall be substantiated with factual information. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

B. Frequency of Evaluation

All probationary unit members shall be evaluated no less than twice each school year. Permanent unit members shall be evaluated no less than every other year except as provided herein.

A permanent unit member employed by the District as a certificated employee for at least 10 years may enter into a written agreement with ~~his/her~~ their evaluator to be evaluated at least every five years, provided that the **unit member** ~~he/she~~: (1) **is credentialed in subject area(s); is highly qualified as that term is defined by NCLB, if applicable, for his/her teaching assignment;** (2) has as ~~his/her~~ **their** most recent evaluation an overall rating that meets standards. Either the ~~employee~~ **unit member** or the evaluator may terminate the agreement at any time by providing written notice to the other party **prior to the planning conference of the school year in which the unit member will be evaluated.**

C. Evaluation Dates

The initial annual evaluation for probationary unit members will be completed prior to January 1 and the second part prior to March 15. Permanent unit member's evaluations will be completed no later than 30 calendar days prior to the last student day of the school year.

D. Evaluator

The evaluator shall be the unit member's immediate supervisor, or other management employee who is so designated by District management. The Principal shall, in good faith, consider a unit member's request for a different evaluator. In the event that a unit member is on a remediation plan administered by his/her immediate supervisor, additional management personnel may be designated to provide additional documentation.

E. Planning Conference

By November 15th, a planning conference(s) shall be completed between the unit member and ~~his/her~~ **their** supervisor. It is during this/these conference(s) that the certificated unit member outlines ~~his/her~~ **their** objectives for the school year to ~~his/her~~ **their** supervisor. The supervisor, after discussion and a good faith effort to reach mutual agreement with the unit member, shall determine the objectives. Individual objectives must be consistent with the educational and professional goals, objectives, and standards established by the District, school and/or program, and the California Standards for the Teaching Profession. The ~~evaluator~~ **supervisor** and the unit member shall each have a copy of the final objective.

A. Identifying Constraints

In developing objectives, factors which might hinder the achievement of objectives are listed on the planning form and identified as constraints. If such constraints cannot be overcome by planning or reasonable exercise of skill, consideration should be given to modification of the proposed objectives or selection of a more feasible objective.

It is possible that later during the school year certain support requirements may become unavailable and consequently affect the achievement of objectives. Such constraints may be noted and original objectives modified by the evaluator accordingly. The unit member shall have the opportunity to list differences he/she might have regarding the constraints.

B. Observations

Each written evaluation shall be preceded by at least one (1) observation of a minimum of twenty (20) minutes in length. Within eight (8) working days following the observation, the observer and the unit member shall conduct a conference, during which time they shall review the observation and the content to be included in the evaluation record as a result of the observation. In the event that the evaluator does not conduct the conference within the eight (8) days, the observation shall be disregarded, unless both the evaluator and the unit member agree to use it. Absence or unavailability of the unit member shall extend the eight (8) day time period proportionately. The primary purpose of observations shall be to identify strengths and/or weaknesses of performance and to provide assistance as needed.

C. Remediation Plan

When the evaluator or immediate supervisor determines that improvement is required, specific suggestions must be made in writing, and shall indicate areas where improvement is needed, specific suggestions for improvement, additional resources that will be utilized to assist with improvement, evaluator's role in assisting teacher, techniques for measurement of improvement, and time schedule for monitoring progress. If there was a reasonable period of time in which to accomplish such notice and opportunity for improvement, but the evaluator failed to do so, the problem shall not be mentioned in the final evaluation.

D. Personnel Files

No negative evaluation of performance shall be predicated upon information or material of a derogatory or critical nature which has been entered or filed in the unit member's personnel file unless the teacher has first been given written notice of same and an opportunity to comment.

During the discussion of the complaint, both the complainant and unit member together with the appropriate administrator shall be present in an attempt to resolve the matter.

If the unit member receives a final evaluation of unsatisfactory, and such evaluation is predicated upon derogatory or critical material which was received from parents or students and placed in the personnel file, the unit member may utilize the grievance and arbitration procedures of Article VII, subject to the following: The grievance shall be limited to a claim

that the evaluator acted in an arbitrary or capricious manner and had no reasonable basis in fact for relying upon the material in question.

E. Evaluation by the Public

Evaluation of performance shall not be predicated upon any material of a derogatory or critical nature which has been received by the evaluator from others (such as parents and citizens) unless the member has first been given notice of same and an opportunity to review and comment, including the right to enter written comments into the records. Whenever such a complaint is made, it shall be reduced to writing and signed by the complainant and the teacher shall be furnished a copy within five (5) school days of the receipt by the supervisor. In the event that the complainant refuses to reduce the complaint to writing, it shall be disregarded and may not in any way be utilized as part of the evaluation process. Within ten (10) school days of the receipt of the written complaint by the supervisor, the supervisor shall hold a conference between the complainant, the unit member and the supervisor in an effort to resolve the complaint. In the event the complaint is not resolved within five (5) school days after the conference, a summary of the complaint, the factual investigation, and the action taken, if any, shall be prepared by the supervisor and furnished to the unit member. The unit member shall have five (5) school days to furnish a written response. Both the summary and the written response may then be entered in the unit member's personnel file.

Receipt of the summary shall be acknowledged in writing by the unit member. The unit member's acknowledgment signifies only that he/she has received and read the summary. It does not signify agreement.

F. Evaluation Review

No unit member shall be reprimanded, suspended, or given a disciplinary transfer without reasonable and just cause.

If the employee believes that the evaluation conclusions have no basis in actual fact, he/she may utilize Levels I and Levels II of the Grievance Procedures as a process to review the evaluation, but may not proceed to arbitration with such a claim.

G. Waiver of Rights

While evaluation procedures may in many cases be related for evidentiary purposes to disciplinary/discharge proceedings, discipline and discharge procedures may in appropriate cases be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any rights a unit member may have to adequate notice of performance deficiencies and adequate opportunity to improve.

H. Personal Activities/Use of Materials

Evaluation of performance shall not be predicated upon lawful personal and/or political activities and opinions of unit members so long as such activities and expressions are in accordance with state law and board policy. In addition, evaluation of performance shall not be predicated upon unit members' lawful use of teaching materials provided that such materials are consistent with the age and maturity level of the students in the class and with district approved curricula, program, and policies of the Board of Education as promulgated from time to time.

I. Professional Growth Programs

While the parties encourage participation by unit members in the various professional growth activities, professional growth programs, inservices, or workshops held after the regular working hours shall be voluntary. This does not include staff or departmental meetings at the school site but staff meetings which include inservice shall not exceed one and one-fourth hours unless mutually agreed upon by a majority of the faculty present at the meeting.

J. Professional Development Days

Professional Development Days will be limited to inservice on instructional methods including teaching strategies, classroom management, and academic content in core curriculum areas.

Inservices should be based on teacher input as it relates to the school and district plan.

As part of a good staff development program, time should be allowed for planning for implementation. Whenever feasible, the last hour of a professional development day should be used for articulation among colleagues in order to incorporate strategies presented into their curriculum.

ARTICLE XVIII – DURATION AND REOPENERS

A. Duration

This Agreement shall become effective on July 1, 2021.

B. Ground Rules for Negotiations

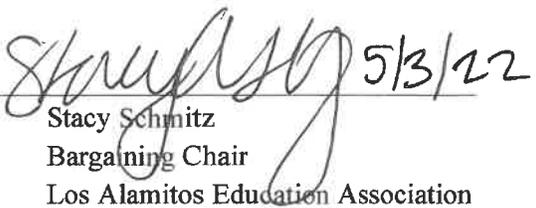
The association will sunshine re-opener language for the 2022-2023 contract at the June 14th Board meeting.

LANGUAGE FOR THE TENTATIVE AGREEMENTS

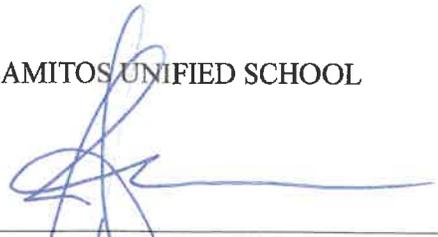
The District and LAEA bargaining teams shall continue to discuss ongoing issues and meet and confer as soon as practicable for the purpose of negotiating a successor agreement for the 2022-2023 school year and beyond.

The undersigned Association Representatives have full authority to bind the parent and affiliate association to the extent outlined to this Agreement.

LOS ALAMITOS EDUCATION ASSOCIATION
DISTRICT

By  5/3/22
Stacy Schmitz
Bargaining Chair
Los Alamitos Education Association

LOS ALAMITOS UNIFIED SCHOOL


By _____
Joe Fraser, Ed.D
Chief Negotiator
Los Alamitos Unified School District

Signed on this date May 3, 2022