

Five things Los Angeles teachers need to know about the tentative agreement

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Los Angeles Unified School District (LAUSD) teachers will begin voting next Tuesday on a new tentative agreement, which begins retroactively in 2022 and ends in 2025. The agreement, reached in closed door meetings between the district and the United Teachers Los Angeles (UTLA), was suddenly announced last week, and teachers were not allowed to see details for several days.

The short, self-serving “highlights” already made clear the deal is a sellout which provides no real improvements in either teacher compensation or school conditions. The release of the full details of the agreement this past Tuesday only further confirms this.

The Los Angeles Educators Rank-and-File Committee, a group of teachers organizing to fight against both the school district and the corrupt UTLA bureaucracy, is calling for a “No” vote and urging teachers and school support workers to take the initiative out of the hands of the apparatus. Teachers must fight for what they and students actually need, not what the district, city and state governments say they can afford.

Here are five things that teachers need to know about the contract:

1. Teachers will not receive the full 7 percent wage increases in each year of the contract

The tentative agreement contains a new salary structure that keeps increases barely above the current rate of inflation, which was 5 percent in March, but as high as 9.1 percent last June. UTLA members would receive retroactive pay increases of 3 and 4 percent in January and July of each year of the contract, retroactive to July 2022.

The UTLA bills the latest wage increases as a 7 percent annual wage hike. In reality, teachers will only be getting the full 7 percent for one-half of the year. Teachers close to retirement will also see their pension reduced accordingly as pension calculations are based on salaries received during final years of service.

When teachers went on a solidarity strike with school support staff last month for three days, the UTLA provided no strike pay. The latest contract also does not restore any of those lost wages which were the result of the strike.

Special education teachers will also receive an additional \$2,500 a year, which is a pittance in an expensive metropolitan area like Los Angeles. School nurses will receive a \$20,000 per year increase, which, while considerable, still keeps nursing salaries well below that of their health care industry peers.

2. The meager changes to staffing requirements are unenforceable

There is no real mechanism in the agreement to enforce either the new nursing or librarian staffing requirements, except that teachers and staff can file a grievance by October 1 of each year of the contract. The grievance is then held in abeyance for 30 days while the UTLA and the district work to resolve the issue. Should the issue not be resolved within the 30 days, the abeyance period can continue to be extended. In other words, the district can violate the staffing requirements at will with no repercussions.

On the issue of school counselors, the agreement requires the district to maintain a student-to-counselor ratio of 500 to 1, twice the American School Counselor Association’s recommended ratio of 250 to 1. The issue of counseling is extremely important in the Los Angeles school district, where about 80 percent of students live in poverty. A college counselor is also to be made available to every high school with at least 900 students. Those schools with fewer than 900 will not receive even one full-time counselor.

Like the 2019 contract, which was rapidly imposed after the shutdown of a nine-day strike, one of the most significant elements of the new contract relates to class sizes. LAUSD classes are often far in excess of the national average, with core classes averaging 36 students per class. Some classes have as many as 45.

The tentative agreement calls for a reduction of only one student per classroom to both average and maximum allowable class sizes by July 2023, followed by an additional reduction of one student in both categories by July 2024. Aside from the fact that this is totally inadequate, the tentative agreement makes clear that the reduction is not mandatory or universal. It lists 100 of the district’s 1,302 schools for “prioritization” in the class size reduction initiative.

For adult education classes, class size maximums will simply be equivalent to the occupancy and seating requirements corresponding to local fire codes. If classes are fewer than 20 students for an extended period, they can be canceled altogether.

Aside from Special Education, no mechanisms will exist to enforce class size reductions. Instead, a toothless “class size task force” will be created, composed of five UTLA representatives, five LAUSD appointees, one parent appointed by UTLA and one parent appointed by LAUSD. The task force will meet quarterly and “review monthly reports and identify patterns deserving further attention and analysis.” This task force will exist in an advisory capacity only.

3. The contract allows for the expansion of charter schools, including some operated by the UTLA bureaucracy itself

UTLA and LAUSD's professed commitment to class size reduction is also severely undercut by the expansion of charter co-location initiatives outlined in the agreement. Charter co-location allows private charter operators to utilize district classrooms for their own instruction, reducing the amount of space available to public school students, and perpetuating excessive class sizes for the benefit of billionaire-sponsored charter schools.

Not only will UTLA bureaucrats serve as "co-location" coordinators under the terms of the agreement, but the UTLA itself will operate its own charter schools under the so-called autonomous school plan. In Los Angeles, the charter school drive began in 2009 due to the efforts of former UTLA head AJ Duffy, who helped to create so-called "pilot" charter schools.

This initiative has now expanded to ESBMD, or Expanded School Based Management Model Schools and LIS, or Local Initiative Schools, both of which are operated by the union leadership. Provisions in the tentative agreement around autonomous schools were outlined in a memorandum of understanding at the end of the agreement.

4. The contract has no provisions to limit the spread of COVID

The issue of class size is not only critical for student learning and teacher work hours but for public health as well. With the coronavirus still devastating the Los Angeles region and beyond, it is absolutely critical that measures be taken to control and mitigate potential infections.

The continuation of overcrowded classrooms enshrined in the agreement provides ample opportunities for viral spread. Moreover, teachers' ability to take extended leave for catastrophic illness is oftentimes predicated on their colleagues donating their own sick time. The latest agreement allows teachers to use donated sick time twice in their entire careers, versus the previous one-time maximum.

In fact, the agreement contains not a single reference to the coronavirus or student health in general. This is part and parcel of the UTLA and LAUSD's joint attempts to pretend that the coronavirus is no longer an issue of concern.

The only health provision in the tentative agreement, aside from nurse staffing, is the "Healthy Green Public Schools" initiative. This mandates the installation of water filtration systems in drinking water fountains where there are detectable levels of lead of 5 parts per billion or higher. The Environmental Protection Agency has made clear that no amount of lead in drinking water can be considered "safe."

5. The contract uses race-based initiatives as a wedge against the unity of teachers and students of all races

LAUSD and the UTLA bureaucracy are deathly afraid of a growing

movement of the working class in opposition to the capitalist crisis, and are actively seeking to promote reactionary conceptions associated with identity politics among the teacher and student populations.

The Healthy Green Public Schools initiative is also meant to promote environmental literacy among students, however, it also seeks to do this through a "racial lens," falsely implying that climate change and destruction are not products of capitalism but of "white racism."

The agreement contains an article intended to create a Black Student Achievement Plan to "address the longstanding systemic disparities and failures in educational opportunities and outcomes between Black students and their non-Black peers" The plan contains additional funds to provide new resources and opportunities for black students in the district.

According to LAUSD statistics, the district student body is 7.6 percent black. The remaining 92.4 percent, including 73.6 percent Hispanic students, many of whom come from immigrant families, will apparently receive no benefit from the new programs.

What teachers should demand

The Los Angeles Educators Rank-and-File Committee is calling for a "No" vote on the latest tentative agreement and demands at least two weeks to study the 159-page agreement, not the one week provided by the district and the UTLA.

Like the rotten agreement between the district and SEIU Local 99 for school support staff, the latest deal contains effective pay cuts when inflation is factored in and does nothing to actually improve staffing levels and workplace conditions. Teachers and school workers should join the Los Angeles Rank-and-File Committee and fight for meaningful changes needed by workers, students and their families alike.

These include:

- **Pay increases well above the rates of inflation—an immediate 20 percent raise and another 20 percent for 2024-2025—not only for teachers, but for nurses, counselors, substitutes and all support staff;**

- **Immediate class size reductions of at least 10 students per class and the hiring of teachers and staff to accommodate that reduction;**

- **Massive investments in school infrastructure and the imposition of adequate public health measures to contain the spread of COVID-19 and other infectious diseases on campus.**

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