



FAQs on Tentative Agreement

More FAQs will be posted at www.utla.net in the coming days. Members can also reach out to your Chapter Chairs, Board of Directors team, and UTLA Area Representatives for more information.

TENTATIVE AGREEMENT & VOTING

What is the purpose of the tentative agreement?

This sideletter addresses crisis distance learning in LAUSD from August 3 to the end of the 2020, or until students physically return to schools for regular instruction.

What if an issue is not addressed in this agreement?

All components of the UTLA/LAUSD Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this agreement. The TA creates a Distance Learning work group of five UTLA appointees and five District appointees. This work group will allow us to continue to push the district for improvements as issues come up, so you should share your concerns in your UTLA chapter meetings. Chapter leaders can bring issues to the work group so we can present those issues with collective support. Other issues can be organized around within your chapter.

When and how will the vote take place?

Voting will be electronically over three days — August 12, 13, and 14 — and will be run by Integrity Voting Systems. Voting closes at 5 pm on August 14. All UTLA members will be emailed a Personal Identification Number that they will use to vote online through a link that will also be emailed.

What if I don't get my PIN to vote?

If you are a UTLA member and do not get the voting email by 11 am on Wednesday, August 12, check your spam folder first. If it's not there, there will be a web form on utla.net to fill out and you will be emailed a PIN.

I'm not a member. Can I vote?

You can vote if you complete a UTLA Membership application by 12 noon on Friday, August 7. Here's a [link to the UTLA Membership application](#).

I am not getting information from UTLA. How can I update my email?

Here is a [link to update your contact information](#). Everyone should send us a personal email (nonLAUSD) by 12 noon on Friday, August 7, if we don't have it already.

What if members don't ratify the agreement?

We would have to head back into bargaining with LAUSD, and there is no guarantee that an agreement could be reached. The district would be able to unilaterally implement working conditions as outlined in the UTLA/LAUSD Collective Bargaining Agreement, including a longer school day and the loss of our many victories in this agreement, including our win against members being forced to teach virtually from their classrooms.

DISTANCE LEARNING

What if my school wants a different schedule than those defined in the agreement?

Schools that want to develop alternative schedules with a start time and end time other than 9:00-2:15 can go through the waiver process in the UTLA/LAUSD contract and outlined in [District Mem-6680](#), but schedules must meet the total minutes of daily student engagement outlined in SB 98: 180 minutes for ETK-K, 230 minutes for 1-3, and 240 minutes for 4-12. Schools shall have until September 15, 2020, to submit waivers for schedule changes.

Does the agreement include a hybrid schedule?

No, there is nothing in the agreement about a hybrid schedule (a combination of in-person learning and distance learning). That would have to be negotiated with UTLA, and the state of the pandemic in our region makes it highly unlikely to happen anytime soon. Other cities and states that rushed to reopen schools are having to shut down or curtail in-person instruction.

What is the advisory period designed to do?

The advisory is meant to be a way to connect on a personal level in a small group. That is why your class will be divided into two groups. If you already have homeroom or advisory, you won't need to reprogram kids. If you have neither, you can use the same roster as Period 1 (or any period as long as it's consistent schoolwide). The time is flexible, and different teachers will use it differently. It could be for school announcements, check-ins, discussion of current events in the school community and beyond, troubleshooting tech issues, and so on. The idea is that this is a way for students to have that "go-to" adult on campus.

Clarification of Secondary Counselor Role during Advisory Period: Secondary counselors will provide counseling services during the advisory period to support the social-emotional well-being of students. They should not be expected to carry an advisory class roster.

What should I do if I'm assigned a split grade class?

Per our agreement, your administrator should make every attempt to use substitute educators and pool teachers to change that assignment. Reach out to your administration and cite the agreement. You should also talk to your Chapter Chair and UTLA Area Rep. If the combination class does not get eliminated, you need to be provided with a written rationale as to why a combination class is necessary.

Does the agreement mandate that we use a specific learning platform?

The agreement mentions Schoology, which is the district's learning management system, but there is nothing in the agreement that limits your choice of platforms, and Schoology can be the vehicle to access other programs. Ultimately, however, the district does have the legal authority to mandate use of a particular platform, but that does not prevent you and your colleagues from organizing at your site around your instructional issues.

Is there anything in the agreement on grading?

Grading policy is to be determined — this is one of the first priorities of the Task Force for Distance Learning that we agreed to in the TA. State law (SB 98) sets up some parameters around grading.

Can we go to our classrooms to pick up materials?

You have to ask your administrators about that. UTLA does not recommend returning to campus before it is safe to do so and until/unless your administrator provides you with a written safety plan, but the agreement is silent on this.

Is there anything in the agreement on testing?

No, but through the Learning Continuity and Attendance Plan, the state has required districts to have a formative assessment in place to assess student learning. This issue will be worked on by our Distance Learning Group. In addition, we will continue to work with state affiliates to push for the cancellation of standardized tests for this school year to save instructional time and in recognition of the unique circumstances under which we are teaching and learning.

Can I teach from my school if I want to?

The agreement says that no UTLA bargaining unit member shall be required to physically return to work, which was a critical victory to protect health and safety. LAUSD hasn't specifically addressed in writing a comprehensive safety protocol, including procedures and equipment for PPE requirements, disinfecting, ventilation, and social distancing. In addition, California has one of the highest rates of COVID 19 in the country and lacks the testing and tracing to be able to isolate infected people. UTLA does not recommend members go back into the classroom to teach without students until safety and health measures indicate it is safe, and until/unless your administrator provides you with a written safety plan.

What are the expectations with regard to student attendance?

For the purpose of distance learning, a child who checks in, either in the synchronous or asynchronous work time, will be counted as attending class that day. Attendance will be taken on MISIS.

Will there be displacements after Norm Day?

Unfortunately, there could be. We fought hard at the table to get agreement on no displacements and the assignment of all contract pool teachers at school sites. While we were able to win on pool teachers, the district would not agree to no displacements, citing the uncertainty of enrollment numbers.

How will it be determined when it is safe to physically return to school sites?

We will follow the science, including guidelines from the Dept. of Public Health and other metrics to help determine when it is safe. Free testing for all students and staff and a plan for effective contact tracing would need to be available, along with a comprehensive safety plan and the necessary personal safety equipment for students, staff, and those who enter the school.

SPECIAL EDUCATION

How do RST teachers fit into the instructional schedule?

In order to meet the individual student needs, RSTs are encouraged to use the Smart Start to coordinate schedules with the various teachers just as you would if we were physically at schools to the best extent feasible.

Many of our special education issues will be addressed through the UTLA and LAUSD Special Education Committee in Article XXII of our collective bargaining agreement.

NON-CLASSROOM TEACHERS & ITINERANTS

Is arts education included in the instructional schedule?

Itinerant Arts Educators are included as part of the student schedule and you should schedule your program in collaboration with the teacher, as you usually would in a brick-and-mortar setting.

What are required work hours for non-classroom teachers?

Non-classroom educators will be required to work your contractual hours, but can't be required to utilize screen time beyond 5 hours per day. The agreement also states the following: Non-classroom educators, upon the approval of their direct supervisor, may develop a flexible work schedule for their contractual work hours outside of the 9:00-2:15 school day. You have the right to request flexibility for your work hours outside of that time, and we will support your exercising that right.

How will therapists (SLP, OT/PT, APE) schedule classes?

Therapists will work out your schedule with your supervisor as you usually do (which includes collaboration, parent conferences, meetings, etc). Therapists will have more flexibility to schedule therapy sessions because of the option to group students from different schools, but with similar goals on their IEP, in the same group. Therapists are encouraged to use the Smart Start to coordinate schedules with the various teachers.

SUBSTITUTES

If I am a substitute teacher and I complete the survey outlined in the agreement, will I be given work?

Yes, that is the concept behind the text in the agreement — for substitute educators to be key players in supporting distance learning by facilitating breakout instruction, covering during IEP meetings, and more. Be sure you complete the survey and you will be assigned work for the number of days per week for which you indicate you're available.

Will I be guaranteed a certain number of days to work?

See question above. LAUSD has attempted to survey substitutes to find out about your availability. Assignments won't be able to be made until the district has this information. Check your LAUSD email frequently and make sure you have filled out the survey.

As a substitute, can I request a specific school?

This will depend on various factors, including how many substitutes are available. The sideletter states that the district shall attempt to assign substitute unit members to a school within their current calling areas.

What happens if I do not feel qualified and trained for what I am asked to do?

The agreement includes the 10 hours of Smart Start professional development, and substitute educators will have access to ten hours of professional development on distance learning to be paid at the District Training Rate. A flyer will be sent to you, by the district, with more information on this topic.

What if I do not have the necessary device to be able to teach remotely?

The district will provide devices to substitutes that need them and will be available for pick up at the local district offices.

When will I know what school I have been assigned to?

Check your LAUSD email frequently for more information on the status of your assignment. You should be notified of your placement by August 17.