

**2020-2021 DISTANCE LEARNING SIDELETTER
BETWEEN THE
LOS ANGELES UNIFIED SCHOOL DISTRICT AND UNITED TEACHERS LOS ANGELES**

The Los Angeles Unified School District (“District”) and United Teachers Los Angeles (“UTLA”) agree to the terms of this “Sideletter” regarding school closures during the 2020-2021 school year in response to the COVID-19 pandemic.

Furthermore the parties recognize the need for an online Distance Learning program to start the 2020-2021 school year and prevent the spread of illness arising from COVID-19.

The District and UTLA agree as follows:

Distance Learning

The District and UTLA recognize the importance of maintaining safe learning opportunities for the benefit of students and communities served by the District and its certificated staff. For the purpose of this Sideletter, “Distance Learning” means instruction in which the student and instructor are in different locations.

1. Components of Distance Learning shall include:
 - a. Adherence to the requirements of Senate Bill 98 (SB 98)
 - b. Daily attendance taken for each period/class session.
 - c. Designated time(s) for student advisory.
 - d. Out-of-Classroom certificated personnel may be assigned to perform advisory duties as directed by the principal.
 - e. A combination of synchronous and asynchronous instruction.
 - f. Recognition and time investment in Social Emotional Learning (SEL).
2. Synchronous Instruction shall be defined as a student or a group of students engaged in learning at the same time using technology that allows the teacher and student to connect in real-time to deliver:
 - a. Timely actionable feedback to students.
 - b. Direct instruction to students through video conferencing.
 - c. Teacher guided peer-to-peer learning.
 - d. Whole or small-group instruction.
3. Asynchronous Instruction shall be defined as:
 - a. Learning done on students own time or schedule.
 - b. Students work independently.
 - c. Self-guided instructional modules.
 - d. Pre-recorded lessons.
 - e. Discussion, emails or chats that aren’t happening in real time.

4. Substitute educators and out-of classroom certificated staff may be assigned to assist teachers with breakout instruction or other student support services as determined by the site administrator.
5. Classroom teachers shall adhere to the instructional minute minimums and requirements for synchronous/asynchronous instruction outlined in Attachment A – Instructional Schedule Examples. Classroom teachers are expected to work 360 minutes per day on average; however, in recognition of the unprecedented challenges of the COVID-19 pandemic, the work time outside of the 9:00-2:15 school day shall be at the discretion of the teacher.
6. Teachers will be in regular communication with parents to facilitate their understanding as to when students will be engaging in synchronous learning.
7. In order to provide students and parents with consistency and avoid scheduling conflicts, unit members who are not teachers shall create, share and follow a regular weekly schedule of services and office hours per week in collaboration with roster-carrying teachers. Unit members shall provide advance notification to students, parents, and supervisors if a change to the schedule becomes necessary.
8. Administrators shall be granted access to all virtual courses and web-conferencing sessions upon prior notice.
9. The District shall not record live instruction by unit members without prior notice and consent.
10. The District shall make every effort to fully utilize substitute and pool teachers to avoid general education grade level combination classes in elementary schools. For any situation where a combination becomes unavoidable, the District shall provide a written rationale to the affected teacher as to why a combination class is necessary.
11. For alternative schools, alternate schedules may be developed on a site-by-site basis. These schedules shall be comparable with the workload and school day for other TK-12 teachers and students, but allow for greater flexibility to address individual student needs.
12. Schools that wish to develop alternative schedules may go through the waiver process, as outlined in the LAUSD/UTLA 2019-2022 Collective Bargaining Agreement. Schools shall have until September 15, 2020 to submit waivers for schedule changes.
13. Unit members may be required to participate in one grade level meeting, department meeting, or professional development meeting per week at the direction of the school principal, for a maximum of one hour during the Instructional Support Day. Additionally, the principal may require unit members to attend no more than two faculty meetings per month outside of the work day.

Smart Start

1. Smart Start will begin August 20 and continue for the first week of school, ending on Friday, August 28, 2020. The teachers shall build into their instructional program and ensure that all teachers, students, and families have built positive rapport, practiced routines and procedures for logging into and using the district's learning management system, Schoology, and other district-approved applications, and have developed instructional routines as a strong foundation for instruction.
2. All unit members will be required to attend ten hours of professional development as follows: three hours on the pupil-free day on August 17, three and one half hours on August 18, and three and one half hours on August 19.

3. The afternoons of August 17-18 shall be used for planning and preparation for the beginning of the Academic Year. The afternoon of August 19 shall be used to make initial contact with students and families to make introductions and to explain procedures.

Compensation, Evaluation, Benefits and Leaves

1. No unit member shall be required to physically return to work at an LAUSD building or facility until schools are physically reopened for all students or as bargained in a separate document upon agreement by the parties.
2. For the 2020-2021 school year, evaluation of unit members shall be limited to non-permanent employees (provisional and probationary). Employees being evaluated may submit a video of their lesson to their evaluator in lieu of a formal evaluation observation while assigned to do full remote instruction.
3. The District and UTLA recognize that many members have children and family circumstances that may result in occasional unexpected interruptions to instruction. Unit members shall not be subject to discipline if and when instruction is occasionally interrupted by such circumstances.
4. Unit members shall be eligible for their regular base pay (inclusive of benefit time/applicable leave benefit as necessary) during the period of the school closures.
All contractual differentials shall continue to be paid for the 2020- 2021 school year.
5. Auxiliary pay (as defined in Article XIV of the UTLA-LAUSD Agreement) will be based on teachers performing duties virtually or otherwise.
6. The provisions of Article XIV, Section 37.0 shall continue to apply for National Board Certified Teachers (NBCTs) during the 2020-2021 school year. NBCTs who did not attain the total ninety-two (92) hours of additional work required during the 2019-2020 school year to qualify for the full 15% compensation differential shall be able to make up the difference in the 2020-2021 school year.
7. All current pool teachers shall be assigned and reassigned to a school(s) for the 2020-2021 school year based on student need.
8. All substitute unit members shall be surveyed to determine days available for work per week, and shall be assigned that number of days to a school, based on student needs. The District shall attempt to assign substitute unit members to a school within their current calling area. All substitutes assigned shall be encouraged and invited to participate in the “Smart Start” professional development from August 17-19, 2020 at their full daily rate of pay.
9. For those substitutes who have made themselves available to work in accordance with the substitute survey, the District shall waive the 1 day of work per month threshold for maintenance of healthcare for the following month for those substitute unit members that have qualified for healthcare in 2020-2021.
10. All substitute unit members shall be provided with access to available technology support necessary for their school-based assignments as determined by the District.
11. In addition to the ten hours of “Smart Start” professional development, substitute educators will have access to ten hours of professional development on Distance Learning to be paid at the District Training Rate.

Technology Support

Unit members who do not have equipment (e.g. laptop) that can be used for Distance Learning or contacting parents and students shall make a request to their site administrator or supervisor.

Special Education

- 1. Substitute coverage shall be provided to Special Education teachers during IEP meetings scheduled during instructional time.**
- 2. In addition to the substitute coverage provided in Article XXII, Section 14.0, Special Education teachers may request substitute coverage from their site administrator to complete federally mandated assessments. Special Education teachers required to conduct assessments shall be granted substitute coverage for this purpose.**
- 3. Special Education teachers and related service providers may utilize the “Smart Start” afternoons of August 17-18 to coordinate with their general education peers on co-teaching models, push-in, small group instruction, lesson planning, and review of goals and objectives with guardians and/or students.**
- 4. The District shall provide continued professional development for virtual delivery of services (example: Tele-Service).**
- 5. For Special Day Classes, the schedules shall be comparable with the workday for other TK-12 teachers and students, while addressing individual student and program needs as required by the IEP to the best extent feasible.**

Non-Classroom Educators

- 1. 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.**
- 2. Psychiatric Social Workers, Pupil Services Attendance Counselors, School Psychologists, Secondary Counselors and Designated Instructional Services (DIS) providers will provide a combination of collaboration, consultation, and virtual services for students and families consistent with identified student needs, as applicable in identified in their IEP to the best extent feasible with the privacy and safety guidelines of the District.**
- 3. The District shall encourage all itinerant educators, counselors, and HHS staff to collaborate with colleagues, teachers, parents, and other stakeholders to develop flexible and innovative approaches in providing services.**
- 4. The District and UTLA agree to meet at the request of either party to address methods and strategies for providing equitable and appropriate education for English Language Learners (EL) and Deaf and Hard of Hearing (DHH) students.**
- 5. When providing special education related services in a virtual format, psychologists and therapists (SLP, OT/PT, APE, etc.) may group students based on similar goals and needs as identified in each student’s IEP, from various school sites, as appropriate.**
- 6. SHHS support providers shall prioritize providing necessary direct services to students in a virtual/video format. If expected to participate in virtual video IEPs, 504s, SSPT, coaching, conferencing, and other related meetings that may exceed 5 hours of screen time in a day, they may utilize alternative methods to participate in these meetings.**
- 7. Any home visits or visits made to care centers made by unit members during the period of school closure shall be on a voluntary basis and consistent with Los Angeles County Department of Public Health guidelines.**

8. While IGP deadlines still apply, IGPs may be modified during the second semester based on student need when necessary.
9. Requests for optional and voluntary flexible working hours to accommodate working with parents, crisis hotline hours, Saturday clinics, etc. may be raised with the appropriate supervisor.

Early Learners (EEC & CSPP)

1. While adhering to the Education Code requirement for 180 minutes of daily instruction for students enrolled in EEC and CSPP, maximum synchronous instruction for children in EEC, CSPP and Special Education Programs under 4 years of age shall not exceed 45 minutes in a given session.
2. Where applicable, Early Childhood educators may also utilize the “Smart Start” to:
 - a. Meet with parents and students online
 - b. Hold parent and student workshops
 - c. Discuss and review expectations of remote learning
 - d. Establish best modes of communication
 - e. Develop an outreach and engagement program
3. EEC unit members may request a flexible work schedule, to be approved by their supervisor.
4. The District shall provide all EEC and CSPP unit members with a one-time \$500 payment, for instructional materials and resources to supplement remote instruction for Early Education and CSPP students.
5. The District shall provide appropriate PD for Early Childhood educators.

Adult Education and CTE

1. All Individualized Instruction Labs (II Labs) shall be conducted both synchronously and asynchronously.

Professional Development

1. The District shall endeavor to have future online or video professional development created by central office include captioning and ASL interpretation embedded in the video as required by law for those employees needing such accommodations.
2. Continued professional development shall be provided by the District for virtual delivery of instruction and transformative SEL (Social Emotional Learning).

Distance Learning Workgroup

The parties agree to maintain a Distance Learning Workgroup, with 5 UTLA appointees and 5 LAUSD appointees, to consult on matters related to distance learning, including but not limited to:

- Alternative school schedules
- Technology
- Distribution of materials and supplies
- Grading policies
- SEL support
- Assessments and Standardized Testing

- **Elementary Combination Classes**

The workgroup shall meet every other week, or as mutually deemed necessary by the workgroup, to collaboratively address matters related to distance learning. UTLA shall provide agenda items one week in advance.

Student & Community Health Workgroup

The parties agree to maintain a Student & Community Health Workgroup, with 5 UTLA appointees and 5 LAUSD appointees, to address ongoing issues impacting the physical and social emotional health of LAUSD students, their families, and the broader community, including, but not limited to, state and federal funding for public schools and economic instability in our school communities. The workgroup shall meet monthly, or as mutually deemed necessary by the workgroup, to identify opportunities and pathways for collaborative advocacy on these issues.

Term of Agreement

1. This non-precedent setting Sideletter shall be effective August 3, 2020 and expire on December 31, 2020, or when LAUSD students physically return to LAUSD schools for regular instruction, whichever occurs first. This MOU may be extended by the mutual agreement of the parties.
2. The parties agree to continue bargaining the impact and effects of an eventual physical return to on-site instruction that would be formalized in a separate document upon agreement by the parties.
3. All components of the current LAUSD/UTLA Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this Agreement. The parties acknowledge that certain terms of the Agreement may need to be implemented using electronic or remote platforms for the duration of the school closure when possible.

UTLA

DATE

LAUSD

DATE