

DISTRICT BARGAINING COUNTERPROPOSAL
MOU BETWEEN LAUSD & UTLA FOR 2021-2022 REOPENER AGREEMENT
AUGUST 26, 2021

This tentative Agreement is made and entered into this 26th day of August, 2021 by and between the Board of Education of the Los Angeles Unified School District ("District") and United Teachers Los Angeles ("UTLA"). The District and UTLA have met and negotiated in good faith and completed their negotiation for this 2021-2020 Reopener Agreement.

- I. The parties agree to the following with regards to wages and salary:
 - A. All UTLA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables, including substitute teachers and hourly employees, effective, July 1, 2021.
 - B. A \$1,500 one-time stipend for all full-time UTLA bargaining unit members in consideration for providing the additional services outlined in this agreement. Any bargaining unit members not working full-time will receive the stipend on a pro-rated basis. This provision is applicable to all bargaining unit members active as of the date of this agreement.
 - C. \$500 one-time technology stipend for all UTLA bargaining unit members who worked at least ninety (90) days during the 2020-2021 school year. This provision is applicable to all bargaining unit members active as of the date of this agreement.

- II. The parties further agree to the following conditions to encourage a healthy and safe return to full time in person teaching and learning for LAUSD educators and students:
 - A. ~~As a condition for in person attendance, LAUSD students shall be required to achieve full vaccination no later than twelve (12) weeks following the birthday in which they become eligible, subject to medical and religious exemptions in accordance with state and federal law.~~
 - B. ~~When a student or employee in an EEC, Early Education, or TK-6 classroom tests positive for COVID-19, the entire class (including the teacher(s) and any support staff assigned to the classroom) shall be quarantined. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after October 1, 2021.~~
 - C. ~~For substitute unit members required to quarantine during the 2021-2022 school year, the number of service days (100) required to qualify for District provided healthcare in 2022-2023 shall be reduced by the number of required quarantine days.~~
 - D. In considering whether to close a Special Day Program, the District shall attempt to balance student caseloads within the program at the school site and give the teacher the opportunity to provide input ~~include the teacher in the appeal process~~ prior to a decision to close a class.
 - E. ~~Any unit member required to provide direct services to a student(s) unable to wear a mask or appropriate face covering due to medical accommodations shall be provided~~

~~with N-95 masks. Students sharing a classroom or learning space with a student(s) unable to wear a mask or appropriate face covering due to medical accommodations shall be provided with N-95 masks.~~ In accordance with LACDPH Guidelines, alternative protective strategies may be adopted to accommodate students who are on Individualized Educational Programs or Section 504 plans who cannot use a mask for reasons related to their identified disability or accommodation. Additional personal protective equipment (PPE) for employees may include:

1. Medical grade masks
2. Face shields
3. Gloves
4. Gowns

F. ~~All parent meetings, including Back to School Night and parent-teacher conferences, shall be conducted virtually. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after October 1, 2021.~~

G. ~~Students shall not eat inside classrooms, including for inclement weather situations. The Local School Leadership Council shall be tasked with developing alternative procedures for inclement weather.~~

H. Evaluations for permanent UTLA bargaining unit members who have not received a below standard evaluation in the last five years shall be suspended for the 2021-2022 school year.

~~I. All standardized student assessments other than those required by state or federal law shall be suspended for the 2021-2022 school year.~~

J. The District shall have the flexibility to implement "school-based" online instructional programs, as allowable by law, through Edgenuity or a similar online program, with school-based teaching staff monitoring student progress at the sole discretion of the District.

III. The parties further agree to the attached Continuity of Learning Plan (Attachment A), which reflects agreement on the following concepts:

A. In cases where a student(s) is quarantined, the classroom teacher shall provide in-person instruction for students physically in attendance, while providing access to live virtual instruction for quarantined students in accordance with Attachment A. This live virtual access shall only be provided to students subject to COVID-19 quarantine protocols.

B. In cases where an entire class or school is quarantined or physically closed due to a natural disaster such as fire, the classroom teacher, or a substitute if the classroom teacher is directly affected, shall provide live virtual instruction for all students in accordance with Attachment A. ~~Teachers having to quarantine with their entire class shall be paid for two (2) additional hours of planning time for every five (5) days of quarantine.~~

IV. The parties further agree to the following in support of students needing instruction through the City of Angels Online Independent Study program and in recognition of the shortage of available classroom teachers for the program:

- A. ~~All UTLA bargaining unit members seeking reasonable accommodations for a physical return to schools shall be immediately assigned to the program.~~
- B. To the extent possible and in alignment with student and program needs, an option to volunteer for such a temporary assignment to the City of Angels Online Independent Study Program during the 2021-2022 school year shall be offered to all UTLA bargaining unit members, with priority given to those unit members with dependent care issues. In the case of a voluntary assignment to City of Angels, a teacher previously exempted from displacement would fill any temporary vacancy created at the sending school.
- C. If additional teachers are needed, the District will temporarily assign teachers previously exempted from displacement to the City of Angels Online Independent Study program as needed during the 2021-2022 school year.
- D. All teachers temporarily assigned to teach remotely as part of this program shall have the right to return to their previous school location at the beginning of the 2022-2023 school year, with displacement rights if necessary.

V. Term of Agreement

- A. This non-precedent setting MOU shall be effective upon signing and ratification by UTLA membership and adoption by the LAUSD Board of Education and shall be implemented according to the terms above. The provisions of this MOU, with the exception of Sections I.A & IV.D, shall expire on June 30, 2022.
- B. All components of the current LAUSD/UTLA Collective Bargaining Agreement and the *Sideletter Between LAUSD & UTLA For The Return To Traditional Instruction For The 2021-2022 School Year (June 9, 2021)* 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 this agreement.
- C. This Agreement closes all reopeners from the parties 2019-2022 Successor Agreement.

UTLA

Date

LAUSD

Date

**DISTRICT BARGAINING COUNTERPROPOSAL
 COVID/EMERGENCY CONTINUITY OF LEARNING PLAN FOR 2021-2022
 AUGUST 26, 2021**

United Teachers Los Angeles and Los Angeles Unified are committed to ***every student continuing to receive high-quality instruction throughout the 2021-2022 school year.***

The following guidance is provided to ensure continuity of instruction and learning for all students in the event of COVID-19-related absences and/or other emergencies or natural disasters that may result in disruption of in-person instruction.

In the case of a natural disaster, such as a fire, or other emergency that causes a school closure affected individuals assigned to home will remain at home until the end of the closure or until they are instructed to return. The same would occur in case of whole-classroom closure due to quarantine.

The plans that follow provide an outline of how instruction is to be delivered to students in Pre-K through Adult Education under 4 different circumstances, whether provided as short-term independent study or during an excused absence:

1. Whole class, including teacher, is quarantined
2. School is closed due to natural disaster/emergency
3. Teacher is present but one or more students are quarantined
4. Teacher and possibly one or more students are quarantined, but other students are present in school with a substitute

SELF-CONTAINED CLASSROOMS (EEC, EARLY EDUCATION, PRE-K, ELEMENTARY, & SPECIAL EDUCATION)	
1. WHOLE CLASS, INCLUDING TEACHER, IS QUARANTINED	Classroom Teacher provides instruction through: <ul style="list-style-type: none"> • minimum of three hours synchronous daily instruction for all students via Zoom, inclusive of dELD/iELD instruction for English Learners, and MELD instruction for Standard English Learners • assignments on Schoology or other digital platforms • access to digital learning tools and curriculum with monitoring and feedback on progress • asynchronous work • A minimum of 2 hours of office hours per week, to be scheduled at the discretion of the teacher • approval of all requests from affected students for short-term independent study • Students to be given the opportunity to receive full credit for any make-up work resulting from these absences
2. SCHOOL IS CLOSED DUE TO NATURAL DISASTER/ EMERGENCY	Same as above.

<p>3. TEACHER IS PRESENT BUT ONE OR MORE STUDENTS ARE QUARANTINED</p>	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> • Daily live instruction via one of the following options: <ul style="list-style-type: none"> - Access to live classroom instruction through use of video and audio for “livestream” for no less than <u>three (3)</u> hours, to be scheduled at the teacher’s discretion to maximize learning opportunities <li style="text-align: center;">OR — The teacher will provide office hours for 1 hour per day after school, to be compensated at the teacher’s hourly rate <ul style="list-style-type: none"> • assignments on Schoology or other digital platforms • access to digital learning tools and curriculum with monitoring and feedback on progress • approval of all requests from affected students for short-term independent study • Students to be given the opportunity to receive full credit for any make-up work resulting from these absences
<p>4. TEACHER AND POSSIBLY ONE OR MORE STUDENTS ARE QUARANTINED, BUT OTHER STUDENTS ARE PRESENT IN SCHOOL WITH A SUBSTITUTE</p>	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> • live classroom instruction through use of video and audio via Zoom for both in-person and quarantined students • Zoom breakout rooms used for synchronous small group instruction for quarantined students. • assignments on Schoology or other digital platforms • access to digital learning tools and curriculum with monitoring and feedback on progress • availability on Zoom for students and substitute for entirety of regularly scheduled instructional time • approval of all requests from affected students for short-term independent study • Students to be given the opportunity to receive full credit for any make-up work resulting from these absences <p>Substitute provides in-person support for in-person students.</p>

SECONDARY CLASSROOMS (MIXED COHORTS)

<p>1. WHOLE CLASS, INCLUDING TEACHER, IS QUARANTINED</p>	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> • minimum of 30 minutes of synchronous daily instruction in each class period for all students via Zoom • assignments on Schoology or other digital platforms • access to digital learning tools and curriculum with monitoring and feedback on progress • asynchronous work • A minimum of 2 hours of office hours per week, to be scheduled at the discretion of the teacher • approval of all requests from affected students for short-term independent study
---	---

	<ul style="list-style-type: none"> Students to be given the opportunity to receive full credit for any make-up work resulting from these absences
2. SCHOOL IS CLOSED DUE TO NATURAL DISASTER/ EMERGENCY	Same as above
3. TEACHER IS PRESENT BUT ONE OR MORE STUDENTS ARE QUARANTINED	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> in-person instruction for in-person students Daily live instruction via one of the following options: <ul style="list-style-type: none"> access to live classroom instruction through use of video and audio for “livestream” for entirety of each class period for quarantined students <p style="text-align: center;">OR</p> <p>The teacher will provide office hours, to be compensated at the teacher’s hourly rate, during their conference period OR for 1 hour per day after school. The teachers and counselors of the quarantined student(s) shall coordinate to ensure that the student has access to two (2) hours of direct engagement per day across subjects.</p> <ul style="list-style-type: none"> assignments on Schoology or other digital platforms access to digital learning tools and curriculum with monitoring and feedback on progress approval of all requests from affected students for short-term independent study Students to be given the opportunity to receive full credit for any make-up work resulting from these absences
4. TEACHER AND POSSIBLY ONE OR MORE STUDENTS ARE QUARANTINED, BUT OTHER STUDENTS ARE PRESENT IN SCHOOL WITH A SUBSTITUTE	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> live classroom instruction through use of video and audio via Zoom for both in-person and quarantined students Zoom breakout rooms used for synchronous small group instruction for quarantined students. assignments on Schoology or other digital platforms access to digital learning tools and curriculum with monitoring and feedback on progress availability on Zoom for students and substitute during entirety of each class period approval of all requests from affected students for short-term independent study Students to be given the opportunity to receive full credit for any make-up work resulting from these absences <p>Substitute provides in-person support for in-person students.</p>

ADULT EDUCATION

ADULT EDUCATION COURSES	All Adult Education courses, which are conducted in-person and as hybrid classes, shall follow the protocols outlined above for Secondary Classrooms. <u>With synchronous instructional time</u>
--------------------------------	--

	<p><u>adjusted for class length. (No less than 50% of class length).</u> <u>Class sessions currently conducted online are not included as part of this provision.</u></p>
ACADEMIC AND ESL COURSES	<p>Quarantined students enrolled in in-person courses shall enroll in the online equivalent of the course for the duration of the quarantine.</p> <p>Quarantined teachers shall teach all courses online via Zoom. Students wishing to continue attending class in person may enroll in another section of the course being offered in person.</p>