

DISTRICT BARGAINING COUNTERPROPOSAL
MOU BETWEEN LAUSD & UTLA FOR 2021-2022 REOPENER AGREEMENT
AUGUST 30, 2021

This tentative Agreement is made and entered into this 30th 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 \$1,750 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