

DISTRICT BARGAINING COUNTERPROPOSAL
MOU BETWEEN LAUSD & UTLA FOR 2021-2022 REOPENER AGREEMENT
SEPTEMBER 10, 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 ensure a healthy and safe return to full time in person teaching and learning for LAUSD educators and students:
 - A. The District shall conduct weekly COVID19 testing of all unvaccinated and vaccinated students and staff. The District shall continue to make free COVID testing available to students and staff during normal work hours, with every effort made to ensure a result turnaround time between twenty-four and forty-eight (24-48) hours. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after December 31, 2021. At a minimum, the District will conduct COVID-19 testing on a periodic basis, as supported by guidelines promulgated by LACDPH. Testing frequency may be amended based on current safety conditions.
 - B. The District shall ensure all students, staff, and visitors are screened for symptoms prior to entering a school, and shall continue utilizing the existing Daily Pass system or comparable successor system for all employees, students, and visitors entering a school or worksite.
 - C. Any employee or student, regardless of vaccination status, who has been exposed to a confirmed COVID-19 positive case, as determined by the District community

~~engagement team, must stay home and quarantine. Fully vaccinated employees and students who are quarantined and have a negative test at Day 5 and remain asymptomatic can return at Day 8. Employees and students who are not fully vaccinated have to quarantine for 10 days. Additionally, employees and students must be contacted and cleared by the District community engagement team before returning to a school or worksite.~~

- D. ~~The District shall provide all unit members UTLA with a written checklist of the required actions to be taken by both site-based administrators and the District community engagement teams when a student or employee at a school or worksite has tested positive for COVID-19, when a student or employee is quarantined, and when a student or employee is cleared for return.~~
- E. ~~The District shall immediately notify in writing each bargaining unit member who has used the Daily Pass to check into their work site when a positive case is identified at their location. student in their classroom or a student on their caseload has tested positive for COVID-19. The District shall notify each bargaining unit member who is identified as a close contact of a person who tested positive for COVID-19 or is quarantined. The name of the student individual will be withheld.~~
- F. ~~For purposes of providing Continuity of Learning, the District shall notify all unit members in writing when a student(s) in their classroom or a student(s) on their caseload is required to quarantine.~~
- G. ~~Subject to all applicable privacy and confidentiality laws, the District shall provide UTLA with a weekly list of each school where a student has tested positive for COVID-19, the number of students who tested positive for COVID-19 at each school, and the number of students in quarantine at each school, no later than 5:00 pm on the following Monday.~~
- H. ~~The District shall supply and require the use of masks for all staff and students, and shall require all visitors to use a mask while on campus. 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. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after December 31, 2021.~~
- I. ~~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~~
- 5. ~~Air purifiers~~

- H. The use of face coverings shall be enforced at all District facilities and in accordance with the Los Angeles County Department of Public Health guidelines. The District will maintain an adequate supply of face masks to facilitate compliance. In accordance with LACDPH Guidelines, alternative protective strategies may be adopted to accommodate students 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

- J. The District shall maintain air filtration systems with a minimum efficiency reporting value (MERV) of 13 or better or comparable filtration by using our HVAC in conjunction with portable air purification devices. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after December 31, 2021.

- K. ~~Back to School Night, parent-educator conferences, and IEP's shall be conducted virtually. The District shall provide parents/guardians with the necessary technology support to participate in virtual parent educator conferences and IEP's upon request of the parent/guardian. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after December 31, 2021.~~

- L. ~~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.~~

- M. 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. (Conditional)

- N. ~~Permanent or probationary classroom teachers being evaluated during the 2021-2022 school year shall not be observed have for purposes of the evaluation while providing quarantined students with access to live virtual instruction, and live virtual instruction for quarantined students shall not be considered as part of the evaluation.~~

- O. ~~The parties agree to immediately resume meetings of the District Assessment Committee. The Committee shall meet no less than five (5) times during the 2021-2022 school year. The Committee shall be comprised of four (4) members from UTLA,~~

~~four (4) parents (2 appointed by the District and 2 appointed by UTLA), the LAUSD Chief Academic Officer, and one (1) additional District appointee. The Committee shall be charged with the following:~~

- ~~1. Compile a list of all District assessments including the purpose, efficacy, length of time to administer and review and cost.~~
- ~~2. Reduce the amount of District assessments administered by 50% at each grade level.~~

P. 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.

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 or other medical related absences.

~~B.~~ In cases where an entire class or school is quarantined or physically closed due to extraordinary conditions, 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.~~

~~C.~~ The District and UTLA recognize that the classroom teacher will not be expected to consistently continuously interact with quarantined students during classroom instruction, due to the demands of providing high-quality instruction for in-person students. ~~Unit members shall not be subject to discipline if and when they must prioritize the needs of students physically in the classroom.~~

D. Classroom teachers providing live virtual instruction for quarantined students shall not be held responsible for technology problems that hinder or prevent live virtual instruction, including, but not limited to, students being unable to get access to the classroom. Classroom teachers will notify the site administrator/designee as soon as practically possible of student technology access issues.

E. The District shall not record classroom teachers providing instruction under any circumstances without prior approval of the classroom teacher, including, but not limited to, when they are providing access to live virtual instruction for quarantined students.

F. The District shall inform students, and the parents/guardians of students, ~~shall that they~~ are not be allowed to record classroom teachers providing instruction under any

circumstances without prior approval of the classroom teacher. Students, and the parents/guardians of students, shall be required to honor all provisions of the LAUSD Responsible Use Policy for District Computer Systems. A violation of these provisions shall result in the student no longer having access to live virtual classroom instruction unless otherwise determined by the affected classroom teacher.

G. The District shall provide optional online professional development to all classroom teachers and substitute teachers, with participants paid at their hourly rate of pay if provided outside of the workday, on the utilization of technology required to provide quarantined students with access to live virtual classroom instruction. The online professional development shall include embedded captioning and ASL interpretation.
(HOLD)

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 Eligible UTLA bargaining unit members seeking with approved reasonable accommodations for ~~a physical return to schools~~ remote work shall be immediately assigned to available positions within the online program. ~~Unit members that used illness leave while waiting for the processing of their request shall have their illness leave restored upon receiving reasonable accommodations and/or being 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 from over-teached locations to the City of Angels Online Independent Study program in alignment with student and program needs 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 Sideletter 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 Sideletter, with the exception of Sections I.A, I.E, III.E, III.F, IV.C, 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
 SEPTEMBER 10, 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 extraordinary conditions, 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 extraordinary conditions (natural disaster/emergency, etc.)
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 EXTRAORDINARY CONDITIONS	Same as above.

(NATURAL DISASTER/ EMERGENCY, ETC.)	
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 • Access to live classroom instruction through use of video and audio for “livestream” for no less than two <u>three (3)</u> hours, to be scheduled at the teacher’s discretion to maximize learning opportunities • The determination of whether to provide access to live virtual instruction via livestream or to provide it via zoom shall be determined by the classroom teacher • For Early Education programs with instructional days of less than six (6) hours, including Special Education and State Preschool, the minimum shall be 1.5 hours daily • 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 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)

1. WHOLE CLASS, INCLUDING TEACHER, IS QUARANTINED	<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
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	<ul style="list-style-type: none"> • 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
<p>2. SCHOOL IS CLOSED DUE TO EXTRAORDINARY CONDITIONS (NATURAL DISASTER/ EMERGENCY, ETC.)</p> <p>3.</p>	<p>Same as above</p>
<p>4. TEACHER IS PRESENT BUT ONE OR MORE STUDENTS ARE QUARANTINED</p>	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> • In-person instruction for in-person students • Access to live classroom instruction through use of video and audio for “livestream” for entirety of each class period for quarantined students. • The determination of whether to provide access to live virtual instruction via livestream or to provide it via zoom shall be determined by the classroom teacher. • 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>5. 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 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 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>
ACADEMIC AND ESL COURSES	Quarantined students enrolled in in-person courses shall enroll in the online equivalent of the course for the duration of the quarantine. 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.