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.

The parties recognize the need to provide specialized services to meet the needs of prioritized student groups during the COVID-19 pandemic. Additionally, the parties will continue bargaining over Hybrid instructional models for a potential physical reopening of schools.

The District and UTLA agree as follows:

**PRIORITIZED SERVICES GROUPS**

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. The parties have identified Special Education, Early Education, English Language Learners, Foster Youth and Students Experiencing Homelessness as the focus of this Agreement. This sideletter shall apply to the groups of employees identified below.

1. The following employees shall be required to provide in-person services:
   A. Special Education Teachers assigned to teach in Special Day and Resource Specialist Programs.
   B. Related Service Providers assigned to provide designated instructional services to students.
   C. Early Education Teachers assigned to provide service at Early Education Centers (EEC).
   D. Substitute teachers assigned to provide in-person support for prioritized student groups (English Language Learners, Foster Youth and Students Experiencing Homelessness) at District schools.

**CONDITIONS FOR SERVICE**

1. UTLA bargaining unit members and students shall be tested at a District testing facility or private facility of the member’s or family’s choice following the District’s protocol for COVID-19 and cleared before providing and/or receiving in-person services.
2. The District shall follow the guidelines set by LACDPH for the quarantine, isolation and exposure of COVID-19 for all students, parents and bargaining unit members for all District sites.
3. Small group instruction/supervised distance learning shall not exceed parameters set by LACDPH.
4. UTLA bargaining unit members assigned to provide in-person services shall receive an additional $3.50 per hour for each hour of in-person service provide.
5. Tutoring, assessments and DIS for SWD and all others specialized student groups, as applicable, will be conducted by appointment during work hours. These services when approved by an administrator, can be conducted after hours with X-time pay. Small group instruction will occur during the designated school day.
6. UTLA bargaining unit members that have a physician’s note determining that they are in a high-risk health category related to COVID-19 shall not be required to provide in person services for specialized groups.

7. Employees covered by this sideletter will be required to return to In-person work upon approval by the Superintendent when permitted to do so by State and County guidelines.

**PROCESS AND PROCEDURES**

1. Participants shall follow all social distancing and safety protocols including:
   A. Daily health screening for all, including UTLA bargaining unit members, students and parents/guardians who enter campus.
   B. Follow LACDPH guidelines for physical distancing during physical exertion, which shall be no less than eight (8) feet apart. When possible and practical, physical distancing shall be expanded to ten (10) feet apart and outdoor areas may be utilized.
   C. All employees, parents/guardians and students are required to wear face coverings at all times.
   D. Separately designated bathrooms for staff and students shall be available.
   E. Hand sanitizer and/or hand washing locations provided for all staff and students.

2. The District shall disinfect all work stations utilized in accordance with LACDPH guidelines on a daily basis.

3. There is to be a pre-designated drop-off and pick-up location for students.
   A. Students are to be supervised from to and from the field to ensure proper social distancing protocols listed in Section 1A above.

**MATERIALS:**

1. All Participating UTLA represented employees shall be provided all required Personal Protective Equipment (“PPE”) such as:
   A. Face coverings Masks
   B. Face Shields (upon employee request)
   C. Hand sanitizer and/or hand washing location

2. All students shall be provided daily an individual, resealable plastic bag of school supplies to be kept at school in a safe location.

   *The District shall provide additional PPE for practitioners based on mutual determination of the services to be provided.*

**COVID-19 COMPLIANCE TASK FORCE**

UTLA shall have the right to assign the Chapter Chair or other school site representative designee to serve on the school site Covid-19 Compliance Task Force established by the District. Training for participants shall be made available on MyPLN.

**TERM OF AGREEMENT**

1. This non-precedent setting Sideletter shall be effective upon signing and shall be implemented according to the terms above. This Sideletter shall expire on June 30, 2021, or when LAUSD
students physically return to LAUSD schools for regular or Hybrid instruction, whichever occurs first. This Sideletter may be extended by the mutual agreement of the parties.

2. 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 and other bargaining agreements reached since the beginning of the school closures. 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