

**SIDELETTER BETWEEN LAUSD & UTLA FOR THE RETURN TO TRADITIONAL INSTRUCTION
FOR THE 2021-2022 SCHOOL YEAR
June 9, 2021**

This sideletter is an agreement between LAUSD and UTLA on the conditions required for District schools to commence traditional in-person instruction, effective June 23, 2021.

Section I: Required Health & Safety Conditions for In-Person Instruction

In-person instruction will continue for students at LAUSD school sites and UTLA bargaining unit members with the following health & safety conditions:

- A. Los Angeles County is in the Yellow Tier, as currently defined by the California Department of Public Health and according to California’s Blueprint for a Safer Economy. In the event there is any change to the LACDPH guidelines, the parties shall adhere to the requirements set by the LACDPH.

- B. On all matters relating to health & safety procedures and protocols, with the exception of matters otherwise addressed in this agreement, the District shall adhere to the most recent COVID guidelines issued by the California Department of Public Health (“CDPH”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), Los Angeles County Department of Public Health (LACDPH) and the State of California.

Section II: Testing

- A. At a minimum, the District will conduct COVID19 testing every two weeks while in yellow tier. Testing frequency may be amended based on current safety conditions.

- B. In response to any school or work site outbreak, the District shall adhere to LA County Department of Public Health guidelines and Cal OSHA requirements, and take immediate action to address the school or work site conditions.

- C. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate community engagement, in conjunction with local health department officials. The District shall inform all bargaining unit members who may have been exposed or in close contact with the individual during the infectious period of their potential exposure in writing within one (1) workday. This notice shall also include a description of the COVID-19 related benefits available to unit members and the district’s disinfection plan that will be implemented. A copy of such notice shall be provided to UTLA at the same time it is provided to the affected unit members.

- D. The District shall maintain a Public Dashboard that reports all instances of positive cases at all schools and worksites. The Dashboard shall be updated within 24 hours of the District receiving confirmation of a positive test.

Section III: Health Screening

The District shall ensure all students, staff, and visitors are screened for symptoms prior to entering a school site, in accordance with the LAUSD COVID-19 Containment, Response, and

Control Plan.

Section IV: Physical Distancing

The District shall ensure physical distancing in accordance with the most current LACDPH guidelines. Should LACDPH guidelines change on physical distancing, either party may reopen bargaining on this topic.

Section V: Additional Health & Safety Measures

- A. **Masks** - 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 September 1, 2021.

- B. **Hand Sanitizer & Soap** - The District shall comply with the following hand washing logistical requirements:
 - 1. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels.
 - 2. Every classroom shall be provided with hand sanitizer.
 - 3. Non-classroom workspaces shall be provided hand sanitizer.
 - 4. Hand sanitizer or portable hand washing stations shall be provided at designated ingress and egress point.
 - 5. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day.

- C. **Cleaning and Daily Disinfecting** - The District shall ensure all classrooms, restrooms, and workspaces are cleaned regularly and all high touch surfaces are disinfected daily. Unit members shall not be expected to provide these services.

- D. **Ventilation** – The parties acknowledge the District’s installation of MERV-13 air filters in every LAUSD classroom, in accordance with the *Sideletter Between LAUSD & UTLA for the Physical Reopening of Schools for Hybrid Instruction (March 9, 2021)*, has contributed to a collaborative effort to set the highest safety standards for public schools in the nation.
 - 1. To further improve air quality in every classroom, the District is participating in a joint study with the South Coast Air Quality Management District and the California Air Resources Board to identify additional and/or alternative options for achieving the best possible air quality in LAUSD classrooms, while maintaining air filtration systems with a minimum efficiency reporting value (MERV) of 13 or better through at least October 1, 2021.
 - 2. All classroom air filters shall be inspected no less than once per month and replaced as needed.
 - 3. The District has created an LAUSD Air Quality Task Force, with each employee bargaining unit having the option of providing one representative, to follow the joint study referenced above and continue examining options for improving air and ventilation quality in LAUSD schools. The Task Force shall have access to all data and

information generated by the study and shall have access to the participating experts from the South Coast Air Quality Management District and the California Air Resources Board.

Section VI: Additional Unit Member Issues

- A. Medical Accommodations - Employees seeking medical exemptions may engage their supervisor through the Reasonable Accommodation Process and may have priority to work in online programs, where available based on program need. All approved Reasonable Accommodations recommending a remote work option shall be provided as applicable.

- B. COVID-19 Infections and Quarantine – All employees and students who test positive for COVID-19 shall be required to quarantine. Upon exhaustion of any available COVID related state or federal emergency leave, unit members required to quarantine as the result of a positive COVID-19 test or as the result of close contact exposure as determined by a Community Engagement Team, shall be paid without having to utilize contractual or statutory leave time.

- C. There shall be no displacements of certificated bargaining unit members for the 2021-2022 school year.
 - 1. For the 2021-2022 School, Special Education Teachers in assigned special day programs positions shall be held harmless if enrollment is more than 50% of class capacity. Classes with low enrollment or vacancies may be closed to ensure that all students are being served by a highly qualified special education teacher.
 - 2. For the 2021-2022 School, Special Education Teachers assigned as Resource Specialist Teachers shall be held harmless to ensure that all students are being served by a highly qualified special education teacher.

- D. The training rate for all certificated employees in the UTLA bargaining unit shall be increased in accordance with Attachment A (Training Rate Sideletter Between LAUSD & UTLA).

- E. The District shall make every effort to prevent combination classes, with schools being provided additional funding which may be utilized for this purpose. Where combination classes are unavoidable, UTLA bargaining unit members shall be compensated for the extra work required in accordance with Attachment B (Sideletter Between LAUSD & UTLA for Combination Classes In Elementary Schools).

- F. The minimum requirement for Weekly Average Teacher Instructional Minutes in Article IX, Section 3.1 of the UTLA-LAUSD Agreement shall be waived in accordance with Attachment C (Sideletter Between LAUSD & UTLA Addressing Minimum Required Instructional Minutes For Secondary Schools).

Section VII: Online Program

Assuming the 2021-2022 California State Budget allows for independent study to be offered without any loss of funding based on Average Daily Attendance, the District shall expand current offerings to provide a voluntary online only independent study program, consistent with all independent study requirements. The existing City of Angels Independent Study model will still

be offered. For informational purposes, this model shall consist of the following:

- A. At least one site is available in each Community of Schools (COS)
- B. Schedules – Each Online Program Schedule shall require:
 1. Elementary
 - a. Three (3) hours of daily live (synchronous) instruction
 - b. Independent work will be assigned, consistent with independent study requirements for time value of work.
 2. Secondary
 - a. Three (3) seventy-minute periods per day with at least 40 minutes of live (synchronous) instruction per period.
 - b. Independent work will be assigned, consistent with independent study requirements for time value of work.
 3. Special Education
 - a. Students with Disabilities may voluntarily enroll in the City of Angels Independent Study model in accordance with district policy. Prior to placement, an IEP will be held to address placement options. Students will receive instruction aligned to the IEP goals and objectives. Any additional IEPs outside of a unit member’s caseload will be compensated at the employee’s hourly rate.
 - b. Students with Disabilities that are unable to participate in in-person instruction due to health concerns may enroll in Carlson Home Hospital in accordance with district policy. Prior to placement in this option, an IEP team meeting will be held to address placement options. Students will receive instruction aligned to the IEP goals and objectives. Any additional IEPs outside of a unit member’s caseload will be compensated at the employee’s hourly rate.
 - c. Students with disabilities that have a documented Free and Appropriate Public Education (FAPE) offer in the Resource Specialist Program (RSP) or in an Inclusion program and are unable to participate with in-person instruction due to health concerns, shall be assigned an iRST, RST or other qualified SPED teacher to be the case carrier and support instruction for her/his IEP. Should the need arise to assign a fully on-line RSP student to an RST who is providing in-person services at a school site, the student shall be assigned to an RST with a caseload of fourteen (14) or under.
 4. The workday and work week for educators assigned to the Online Program shall be consistent with the current UTLA-LAUSD collective bargaining agreement.
- C. Professional Development – Teachers will participate in trainings during banked time. Any mandatory professional development outside of the contractual day shall be paid at the employee’s hourly rate.
 1. Onboarding – Teachers assigned to the online model shall participate in a mandatory 6-hour training specific to Independent Study requirements. Topics include: Blended Learning Model, Universal Design for Learning (UDL), Curriculum training (i.e., Edgenuity, other programs), Future Ready Topics, attendance reporting, grading practices and student case management. The 6-hour training will take place during:
 - a. The Pupil Free Day on August 13th (up to 3hrs) and
 - b. Three (3) hours of online modules available through MyPLN to be completed during the first week of the assignment paid at the employee’s hourly rate.

- c. Onboarding training must be completed within the first week following the start of the employee's assignment.
2. Ongoing – Monthly banked-time training in the Blended Learning Model and UDL, use of curricular programs and the design of direct instruction support, feedback from attendance audits and data analysis to inform instruction.

- D. Staffing – The priority for staffing shall be:
1. Teachers granted Reasonable Accommodations
 2. Pool teachers
 3. Substitute teachers

Section VIII: COVID-19 Compliance Task Forces

- A. All school sites shall have a COVID-19 Compliance Task Force. The UTLA Chapter Chair (or a Chapter Chair appointed designee) and school nurse shall be members of each task force. Training for participants shall be provided. Each school site task force shall meet no less than twice per month outside the contractual workday, with the unit member compensated at their hourly rate, to address health & safety compliance issues at the school site. The task force shall make every effort to address identified deficiencies in a timely manner that reflects the urgency of each deficiency.
- B. The District shall maintain the LAUSD Health & Safety Practices Committee, comprised of one representative from each labor union representing employees in LAUSD and no less than four (4) appropriate representatives from LAUSD. The committee shall meet no less than once every two weeks to address health & safety compliance issues at District schools and work sites.

Section IX: 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. This Sideletter shall expire on June 30, 2022.
- B. 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 this agreement.
- C. The parties agree to commence reopener bargaining for the 2021-2022 school year, in accordance with Article XXXII, Section 1.b of the 2019-2022 UTLA-LAUSD collective bargaining agreement, immediately upon ratification of this agreement by the parties.



UTLA

June 9, 2021

Date



LAUSD

June 10, 2021

Date

ATTACHMENT A

TRAINING RATE SIDELETTER BETWEEN LAUSD & UTLA

This sideletter is to memorialize an agreement between the Los Angeles Unified School District (District) and United Teachers Los Angeles (UTLA) to permanently increase the hourly rate of compensation for certificated bargaining unit members participating in voluntary professional development work.

The District and UTLA agree to the following:

1. Effective July 1, 2021, the voluntary training rate of pay for all certificated bargaining unit members shall be increased from \$25 per hour to \$50 per hour.
2. The increase in the voluntary training rate from \$25 per hour to \$50 per hour shall be permanent and ongoing unless otherwise bargained by the parties in future collective bargaining.



UTLA

June 9, 2021

Date



LAUSD

June 10, 2021

Date

ATTACHMENT B

SIDELETTER BETWEEN LAUSD & UTLA FOR COMBINATION CLASSES IN ELEMENTARY SCHOOLS

This sideletter is to memorialize an agreement between the Los Angeles Unified School District (District) and United Teachers Los Angeles (UTLA) to provide compensation for bargaining unit members teaching combination classes in elementary schools.

The District and UTLA agree to the following:

1. For the 2021-2022 school year, UTLA bargaining unit members teaching a general education combination class in an elementary school with more than one grade level of students shall receive a one-time \$1,200 stipend in recognition of the additional work required to effectively teach a combination class of students.

UTLA

June 9, 2021

Date

LAUSD

June 10, 2021

Date

ATTACHMENT C

SIDELETTER BETWEEN LAUSD & UTLA ADDRESSING MINIMUM REQUIRED INSTRUCTIONAL MINUTES FOR SECONDARY SCHOOLS

This sideletter is to memorialize an agreement between the Los Angeles Unified School District (District) and United Teachers Los Angeles (UTLA) to allow more time for educator planning and collaboration.

The District and UTLA agree to the following:

1. The minimum requirement for Weekly Average Teacher Instructional Minutes in Article IX, Section 3.1 of the UTLA-LAUSD Agreement shall be waived for classroom teachers at traditional secondary schools where the membership has voted to use a 4x4 or 2x8 block schedule. The weekly instructional minute average requirement for teachers at these schools shall be 1350 minutes.
2. This sideletter is in effect July 1, 2021 through June 30, 2024, after which time it will sunset.

UTLA

June 9, 2021

Date

LAUSD

June 10, 2021

Date