

**LOS ANGELES UNIFIED SCHOOL DISTRICT AND UNITED TEACHERS LOS ANGELES SIDETLETTER
ADDRESSING VOLUNTARY IN-PERSON STUDENT ASSESSMENT SERVICES
BY UTLA-REPRESENTED EMPLOYEES**

Description:

The Los Angeles Unified School District (“District”) and United Teachers Los Angeles (“UTLA”) recognize the detrimental effects of the COVID-19 Pandemic depriving the students of Los Angeles of certain vital services. The parties are committed to providing voluntary in-person assessment services and acknowledge the responsibility to create and maintain safe conditions as set by Los Angeles County Department of Public Health (“LACDPH”) to ensure the safe delivery of these services.

For the purpose of this sideletter, the assessments addressed in this agreement include Special Education assessments, ELPAC assessments, Gifted assessments, and other state and federally mandated assessments.

Conditions for Voluntary In-Person Assessment Service:

1. Participation by UTLA bargaining unit members shall be voluntary.
2. Services will be provided on a one-to-one basis (one teacher/service provider and one student).
3. Participating unit members shall be allowed to withdraw from participation without reprisal, but shall be encouraged to provide at least 48-hour notice prior to withdrawing.
4. Assessments will be completed in a classroom with sufficient space for compliance with social distancing protocols and adequate air circulation.
5. Staffing may include a teacher/service provider and paraprofessional working under the direction of a teacher/service provider each working with a student.
6. In-person assessments are to be provided during the regular work hours of the employee and the operational hours of the District facility.
7. As needed, the District may offer voluntary addition hours outside of the employee’s workday to conduct assessments on a voluntary basis. Such additional hours will be paid at the employee’s hourly rate.
8. 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.
9. 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.
10. For assessments conducted outside of the employee’s workday: If the scheduled student is absent without providing a six-hour prior notice, the UTLA bargaining unit member shall be paid for assessing another available student or completing assessment reports.


Process and Procedures:

1. Participants shall follow all social distancing and safety protocols including:
 - A. Daily health screening for all UTLA bargaining unit members, students and parents/guardians who enter campus.
 - B. Follow LACDPH guidelines for physical distancing guidelines which shall be no less than six (6) feet apart and ten (10) feet when practical.
 - C. All employees, parents and students are required to wear face coverings at all times.
 - D. Separately designated bathrooms for staff and students to use shall be available.
 - E. Hand sanitizer and/or hand washing locations provided for all staff and students.
2. Teachers are to take attendance by pencil/paper and input via an online form.
3. The District shall sanitize all work stations utilized for voluntary assessments services in accordance with LACDPH guidelines after each assessment on a daily basis.
4. There is to be a pre-designated drop-off and pick-up location for students.

Materials:

1. All UTLA represented employees shall be provided all required Personal Protective Equipment (“PPE”) such as:
 - A. Face Coverings sufficient to accommodate the specific assessment being administered.
 - B. Face Shields (upon employee request)
 - C. Hand sanitizer and/or hand washing location.
 - D. Applicable assessment materials and school supplies (e.g. pens, pencils, paper) shall be utilized no more than once per day and sanitized after each usage.


The parties may agree to reopen the terms of this sideletter one month after its signing upon written request by either party. This sideletter shall be in effect until December 31, 2020 or when students return physically to a school site for hybrid or regular instruction, whichever occurs first.



UTLA

10-8-2020

DATE



LAUSD

10/08/2020

DATE