

**LOS ANGELES UNIFIED SCHOOL DISTRICT AND UNITED TEACHERS LOS ANGELES SIDETLETTER
ADDRESSING VOLUNTARY IN-PERSON DESIGNATED INSTRUCTIONAL 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 Designated Instructional Services (“DIS”) to students with disabilities who are having difficulty accessing services and/or learning virtually. Additionally, they 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.

Conditions for Voluntary Service:

1. Participation by UTLA bargaining unit members shall be voluntary.
2. Services will be provided on a one-to-one basis (one employee to 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 prior notice prior to withdrawing.
4. Services will be provided in an outdoor covered area when practical. UTLA bargaining unit members may elect to work in classrooms with sufficient space for compliance with social distancing protocols and adequate air circulation.
5. Staffing may include a service provider and paraprofessional working under the direction of a service provider each working with a student separately.
6. DIS services are to be provided during the regular work hours of the employee and operational hours of the District facility.
7. As needed, the District may offer voluntary additional hours outside of the employee’s workday to provide DIS services to be paid at the employee’s hourly rate.
8. If the service is scheduled and the student is absent without providing a 6-hour prior notice, the UTLA bargaining unit member shall be compensated at their hourly rate if they provide services to another available student or utilize the time to plan for future assessment during the scheduled time.
9. UTLA bargaining unit members and students shall be tested at a District testing facility or private facility of the employee’s or family’s choice following the District’s protocol for COVID-19 and cleared before providing and/or receiving in-person services.
10. Services shall be scheduled by mutual agreement between with a 20 minute transition period in between sessions for disinfecting the work area, including materials, and/or assisting students who require it, if applicable.
11. 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.

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 when possible, which shall be no less than six (6) feet apart. When possible and practical, physical distancing shall be expanded to ten (10) feet apart and outdoor covered 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 workstations utilized for DIS services in accordance with LACDPH guidelines on a daily basis.
3. Service provided will log their services into the Welligent System.
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, including specialized coverings (e.g. transparent face coverings for speech teachers, DHH).
 - B. Face Shields (upon employee request)
 - C. Hand sanitizer and/or hand washing location
 - D. _Gloves
2. Applicable service materials and school supplies (e.g. pens, pencils, paper) shall be utilized no more than once a day and sanitized after each usage.

The parties may reopen the terms of this sideletter one month after its signing upon written request of 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.

Cecily Myart-Cruz

UTLA

October 29, 2020

DATE

Anthony Di Grazia

LAUSD

October 29, 2020

DATE