

LOS ANGELES UNIFIED SCHOOL DISTRICT AND UNITED TEACHERS LOS ANGELES SIDETLETTER ADDRESSING VOLUNTARY IN-PERSON SMALL-GROUP TUTORING 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 tutoring 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.

Conditions for Voluntary Service:

1. Participation by UTLA bargaining unit members shall be voluntary.
2. Services will be provided at a ratio of no greater than one-to-six (one employee to up to six students).
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 regular-sized classrooms with sufficient space for compliance with social distancing protocols and adequate air circulation.
5. Staffing may include a teacher and paraprofessional working under the direction of a teacher, each working with students separately.
6. UTLA bargaining unit members providing tutoring services outside of their contractual work hours shall be compensated at their hourly rate for one hour per session, with prior administrative approval.
7. If the service is scheduled and all of the students are absent without a 6-hour prior notice, the UTLA bargaining unit member shall be compensated at their hourly rate if they utilize the time to plan for tutoring during the scheduled time.
8. A scheduled session shall be conducted and the UTLA bargaining unit member shall be compensated at their hourly rate, in accordance with #6 above, if at least one of the students scheduled to receive service is in attendance.
9. 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.
10. Tutoring shall be scheduled in one-hour increments, by mutual agreement between 2:30 PM and 4:30 PM or on Saturdays with a 10-minute break in between sessions for disinfecting the work area, if applicable (Tutoring session(s) will be 50-minutes).
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, 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 work stations utilized for ~~one to six~~ tutoring services in accordance with LACDPH guidelines on a daily basis.
3. Teachers are to take attendance by pencil/paper and input into MiSiS using the intervention screen at the conclusion of the cycle, if it's a student on the teacher's roster.
4. There is to be a designated waiting area for parents/guardians who are to come alone and 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
 - 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 (i.e. white board, markers, pencils, pens, notebook, manipulatives, etc.) clearly marked with the student's name to be kept at school in a safe location.
3. Chart paper or easel.

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 Myant-Cruz

UTLA

November 2, 2020

DATE

Anthony Di Grazia

LAUSD

November 2, 2020

DATE