

## **SIDELETTER AGREEMENT BETWEEN THE LOS ANGELES UNIFIED SCHOOL DISTRICT AND UNITED TEACHERS LOS ANGELES**

The Los Angeles Unified School District (“District”) and United Teachers Los Angeles (“UTLA”) agree to the terms of this Sideletter Agreement (“AGREEMENT”) regarding school closures during the 2019-2020 school year in response to the novel Coronavirus (COVID-19).

The Parties recognize there is a need to close schools and move to an online/distance learning program to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year. It is understood by the parties that in our endeavors to implement distance learning, flexibility for all will be crucial. At this moment, we will all need to model resilience, critical and creative thinking, and empathy to ensure that students continue to grow personally and academically.

The District and UTLA agree as follows:

### **Compensation and Benefits**

1. UTLA Bargaining Unit Members will have no loss of regular base pay or benefits during the school closure. All contractual differentials shall continue to be paid for the second semester of the 2019- 2020 school year.
2. Auxiliary pay (as defined in Article XIV) will be based on teachers performing duties virtually or otherwise.
3. National Board Certified Teachers (NBC) shall continue to be eligible for a 7½% differential for work in the classroom through distance learning. NBC teachers not able to attain the total ninety-two (92) hours needed for the additional 7½% differential in the 2019-2020 school year shall be able to make up the difference between their additional hours worked and the ninety-two (92) in the 2020-2021 school year.
4. Unit members who are age 60 and older, have underlying medical conditions, or are caring for a family member in a high-risk group may be assigned to work from home during the period of school closure. If work from home is not possible, as determined by the supervisor, the employee is not expected to report to work.
5. UTLA bargaining unit employees who are ill due to COVID-19 and/or exposed to COVID-19 shall be allowed to remain home with no loss of pay and benefits and with no deduction from the member’s sick, personal, or extended illness leave. The District may assign bargaining-unit employees, who are self-quarantining due to exposure to COVID-19, but who are not ill, to work at home.
6. Unit Members on an existing contractual or statutory leave of absence who become able to teach via distance learning, once released by all of their attending physicians who

put the member on leave, shall be allowed to return to work, work remotely, and fulfill all their essential functions in accordance with their class description. Unit members must submit the appropriate Return-to-Work Forms to the Human Resources Division (HR) and receive confirmation from HR before returning to work.

7. In regards to substitute compensation, substitutes will be paid as follows:

- a) Day-to-day substitutes will be compensated during the District closure based on the current year work pattern. Based on this work pattern, day-to-day substitutes will be compensated for daily hours ranging from 3 to 6 hours per day.
- b) Day-to-day substitutes who were scheduled to work or had assignments in the SmartFind Express system during the District closure will be compensated for daily hours ranging from 3 to 6 hours per day, or for the days they were scheduled to work, whichever is greater.
- c) Substitutes in long-term assignments who are currently earning the extended rate will continue to receive the extended rate during the District closure.
- d) Substitutes who are able to work will accept assignments from the District.
- e) Substitutes that are currently enrolled will maintain their health benefits to the end of the plan year, which ends August 31.

### **Evaluations**

If the steps of the evaluation process up to and including the Formal Observation were completed prior to March 13, 2020, the administrator will issue the Final evaluation to the employee. If the steps of the evaluation process were not completed to that stage, by March 13, 2020, the employees will be re-rostered for evaluation for the 2020-2021 school year unless mutually agreed upon by both parties.

### **Disaster Service Worker Status**

The Parties acknowledge the responsibility of District employee's obligation to serve as Disaster Service Workers (DSW) under California Government Code section 3100. Upon knowledge of the invocation of this Government Code by an authorized agent, the District shall inform UTLA as soon as practical should it affect the UTLA Bargaining Unit. Should UTLA demand to bargain effects of the decision, the parties agree to meet within twenty-four (24) hours of the District's receipt of the demand. The District retains the sole discretion to assign "disaster service activities" as permitted by law and failure to come to an agreement will not delay the implementation.

### **Distance Learning/Remote Work**

1. The District and UTLA recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this agreement, "distance learning" means

instruction in which the student and instructor are in different locations. Methods could include on-line instruction, printed instructional materials, phone calls, emails, text reminder applications, video conferencing and other means of communication. The use of live video is encouraged, but shall not be mandatory.

2. State and required teacher administered District assessments scheduled after March 13, 2020 have been suspended. Teachers may choose to administer their own formative assessments at their pedagogical discretion.

3. Unit members shall collaborate remotely as necessary while they are engaged in Distance Learning. Unit members may be required to participate in one faculty meeting, grade level meeting, or department meeting per week at the direction of the school principal, for a maximum of one hour and within the time of their contractual workday. No unit member shall be required to participate in more than one total such meeting (either a one hour faculty meeting, grade level meeting, or department meeting) per week.

4. Unit members who do not have personal equipment (e.g. laptop) that can be used for Distance Learning or contacting parents and students shall make a request to their site administrator or supervisor.

5. On average, unit members shall provide 240 minutes of instruction and student support to students per day. The 240 minutes shall be inclusive of planning, office hours, required professional development, faculty, department and grade level meetings.

6. In order to provide students and parents with consistency and to avoid scheduling conflicts, teachers shall create, share and follow a regular weekly schedule of instruction, student support, and 3 office hours per week. The office hours shall be used to provide support and clarification via phone calls, email, and/or other virtual platforms. Teachers shall provide advance notification to students, parents, and their principal if a change to the schedule becomes necessary.

7. Required professional development shall be limited to Distance Learning strategies and use of technology during the month of April. Any required professional development shall be no longer than one hour and will take the place of any faculty/department/grade level meeting scheduled for the same week.

8. All central office professional development provided online or by video shall include captioning and/or ASL interpretation embedded in the video as required by law for those employees needing such accommodations.

9. Any home visits made by unit members during the period of school closure shall be on a voluntary basis.

10. The District shall create a plan to address continued student learning via distance learning when bargaining unit members become unable to perform their duties due to extended illness. Such a plan shall ensure that long-term substitutes utilized for this

purpose are provided, to the greatest extent possible, with the necessary training and equipment to meet the obligations of the assignment.

11. Secondary teachers shall adhere to the marking practices as outlined below:

1. Students will not receive a lesser grade than their grade as of March 13, 2020.
2. Teacher discretion to give students a higher grade.
3. Any changes for 2019-2020 to the grading policy issued on March 31, 2020 will be made in consultation with UTLA.

Elementary teachers shall adhere to the marking practices as outlined below:

1. Students will not receive a lesser grade than their grade as of March 13, 2020.
2. Teacher discretion to give students a higher grade.
3. Any grading policy updates for the 2019-2020 school year will be made in consultation with UTLA.

12. The District will provide optional training to unit members utilizing live video for providing instruction and/or communicating and interacting with students and parents.

13. On average, unit members who are not TK-12 teachers shall provide 240 minutes of student support services per day. In order to provide students and parents with consistency and avoid scheduling conflicts, unit members who are not teachers shall create, share and follow a regular weekly schedule of services and office hours per week. Unit members shall provide advance notification to students, parents, and supervisors if a change to the schedule becomes necessary.

Unit members with a contractual workday less than 240 minutes per day, shall be expected to provide instruction and/or student support for an amount of time equal to their contractual workday.

14. Psychiatric Social Workers, Pupil Services Attendance Counselors, and School Psychologists shall provide appointments for students with social emotional and/or behavioral needs as deemed necessary by the district, as well as communicate with families to provide support. Scheduled appointments can be conducted virtually or by phone, upon issuance of formal guidelines for one-on-one unit member-student engagement by the district.

15. Counselors shall provide appointments for students to address Academic, Career, and Social/Emotional development. Scheduled appointments can be conducted virtually or by phone, upon issuance of formal guidelines for one-on-one unit member-student engagement by the district.

16. Designated Instructional Services (DIS) providers will provide support through Distance Learning, which may include a combination of direct services, collaboration, and/or consultation. Scheduled appointments can be conducted virtually or by phone,

upon issuance of formal guidelines for one-on-one unit member-student engagement by the district.

17. The parties agree to meet at the request of either party to address methods and strategies for providing equitable and appropriate education for English Language Learners (ELL) and Deaf and Hard of Hearing (DHH) students.

18. The parties agree to meet at the request of either party to address implementing guidance from the California Department of Education (CDE) and/or the United States Department of Education (USDOE) to provide equitable and appropriate education for students with disabilities.

19. Resource Specialist Teachers (RST) and Inclusion Teachers will work collaboratively with core content teachers through any combination of direct services, collaboration and/or consultation to adapt lessons according to the student's Individualized Education Program (IEP).

20. Special Education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of distance learning resources as appropriate so that students with moderate to severe disabilities have access to the same learning opportunities as other students, to the extent practical.

21. Absent a waiver of IDEA laws and regulations, the District is following the CDE and USDOE guidance which acknowledges the need for flexibility in the service delivery module during the school closures. LAUSD and UTLA agree to ensure that student Individualized Education Programs (IEPs) are implemented to the maximum extent possible [or feasible], ensuring accessibility and providing identified accommodations.

### **Miscellaneous/Other Provisions**

1. The District shall make its best efforts to protect the health and safety of our employees, by following the guidance from the Los Angeles County Department of Public Health. It is understood that in doing so, no employee identities will be revealed in accordance with state and federal privacy laws.

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 Sideletter Agreement. 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.

This non-precedent setting Sideletter Agreement shall expire on June 30, 2020 or upon the opening of schools, whichever occurs first. This agreement may be extended by the mutual agreement of the parties.

  
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LAUSD Superintendent


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**April 8, 2020**  
DATE

  
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LAUSD Board President

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**April 8, 2020**  
DATE

  
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UTLA President

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**April 8, 2020**  
DATE

  
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UTLA Executive Director

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**April 8, 2020**  
DATE