

UTLA BARGAINING COUNTERPROPOSAL
MOU BETWEEN LAUSD & UTLA FOR 2021-2022 REOPENER AGREEMENT
SEPTEMBER 2, 2021

This Memorandum of Understanding is made and entered into by and between the Los Angeles Unified School District ("District") and United Teachers Los Angeles ("UTLA").

- I. The parties agree to the following regarding compensation and healthcare:
 - A. Effective July 1, 2021, all UTLA bargaining unit members shall receive a 6% on-schedule wage increase, applied to all pay scale groups and levels of the base salary tables.
 - B. \$2,500 one-time stipend for all full-time UTLA bargaining unit members. This provision is applicable to all bargaining unit members active as of the date of this agreement.
 - C. \$2,000 technology stipend for all UTLA bargaining unit members who worked at least ninety (90) days during the 2020-2021 school year. This provision is applicable to all bargaining unit members active as of the date of this agreement.
 - D. \$5,000 one-time retention stipend for all school nurses in the UTLA bargaining unit.
 - E. For substitute unit members required to quarantine during the 2021-2022 school year, the number of service days (100) required to qualify for District provided healthcare in 2022-2023 shall be reduced by the number of required quarantine days.
- II. The parties further agree to the following conditions to ensure a healthy and safe return to full time in person teaching and learning for LAUSD educators and students:
 - A. The District shall conduct weekly COVID19 testing of all unvaccinated and vaccinated students and staff. The District shall continue to make free COVID testing available to students and staff during normal work hours, with every effort made to ensure a result turnaround time between twenty-four and forty-eight (24-48) hours. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after December 31, 2021.
 - B. The District shall ensure all students, staff, and visitors are screened for symptoms prior to entering a school, and shall continue utilizing the existing Daily Pass system for all employees, students, and visitors entering a school or worksite.
 - C. Any employee or student, regardless of vaccination status, who has been exposed to a confirmed COVID-19 positive case, as determined by the District community engagement team, must stay home and quarantine. Fully vaccinated employees and students who are quarantined and have a negative test at Day 5 and remain asymptomatic can return at Day 8. Employees and students who are not fully vaccinated have to quarantine for 10 days. Additionally, employees and students must be contacted and cleared by the District community engagement team before returning to a school or worksite.
 - D. **PLACEHOLDER LANGUAGE:** The District shall provide all unit members with a written checklist of the required actions taken by both site-based administrators and the District community engagement teams when a student or employee at a school or worksite has tested positive for COVID-19, when a student or employee is quarantined, and when a student or employee is cleared for return.

- E. The District shall immediately notify each bargaining unit member in writing when a student in their classroom or a student on their caseload has tested positive for COVID-19. The name of the student will be withheld.
- F. The District shall notify all unit members in writing when a student(s) in their classroom or a student(s) on their caseload is required to quarantine.
- G. The District shall provide UTLA with a weekly list of each school where a student has tested positive for COVID-19, the number of students who tested positive for COVID-19 at each school, and the number of students in quarantine at each school, no later than 5:00 pm on the following Monday.
- H. 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 December 31, 2021.
- I. 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. Additional personal protective equipment (PPE) for employees may include:
 - 1. Medical grade masks
 - 2. Face shields
 - 3. Gloves
 - 4. Gowns
 - 5. Air purifiers
- J. The District shall maintain air filtration systems with a minimum efficiency reporting value (MERV) of 13 or better. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after December 31, 2021.
- K. Back to School Night, parent-educator conferences, and IEP's shall be conducted virtually. The District shall provide parents/guardians with the necessary technology support to participate in virtual parent-educator conferences and IEP's upon request of the parent/guardian. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after December 31, 2021.
- L. Students shall not eat inside classrooms, including for inclement weather situations. The Local School Leadership Council shall be tasked with developing alternative procedures for inclement weather.
- M. Evaluations for permanent UTLA bargaining unit members who have not received a below standard evaluation in the last five years shall be suspended for the 2021-2022 school year.
- N. Permanent or probationary classroom teachers being evaluated during the 2021-2022 school year shall not be observed for purposes of the evaluation while providing quarantined students with access to live virtual instruction, and live virtual instruction for quarantined students shall not be considered as part of the evaluation.
- O. The parties agree to immediately resume meetings of the District Assessment Committee. The Committee shall meet no less than five (5) times during the 2021-2022 school year. The Committee shall be comprised of four (4) members from UTLA, four (4) parents (2 appointed by the District and 2 appointed by UTLA), the LAUSD Chief Academic Officer, and one (1) additional District appointee. The Committee shall be charged with the following:

1. Compile a list of all District assessments including the purpose, efficacy, length of time to administer and review and cost.
 2. Reduce the amount of District assessments administered by 50% at each grade level.
- P. In considering whether to close a Special Day Program, the District shall balance student caseloads within the program at the school site and give the teacher the opportunity to provide input prior to a decision to close a class.
- III. The parties further agree to the attached Continuity of Learning Plan (Attachment A), which reflects agreement on the following concepts:
- A. In cases where a student(s) is quarantined, the classroom teacher shall provide in-person instruction for students physically in attendance, while providing access to live virtual instruction for quarantined students in accordance with Attachment A. This live virtual access shall only be provided to students subject to COVID-19 quarantine protocols.
 - B. In cases where an entire class or school is quarantined or physically closed, the classroom teacher, or a substitute if the classroom teacher is directly affected, shall provide live virtual instruction for all students in accordance with Attachment A. Teachers having to quarantine with their entire class shall be paid for two (2) additional hours of planning time for every five (5) days of quarantine.
 - C. The District and UTLA recognize that the classroom teacher will not be expected to consistently interact with quarantined students during classroom instruction, due to the demands of providing high-quality instruction for in-person students. Unit members shall not be subject to discipline if and when they must prioritize the needs of students physically in the classroom.
 - D. Classroom teachers providing live virtual instruction for quarantined students shall not be held responsible for technology problems that hinder or prevent live virtual instruction, including, but not limited to, students being unable to get access to the classroom.
 - E. The District shall not record classroom teachers providing instruction under any circumstances without prior approval of the classroom teacher, including, but not limited to, when they are providing access to live virtual instruction for quarantined students.
 - F. Students, and the parents/guardians of students, shall not be allowed to record classroom teachers providing instruction under any circumstances without prior approval of the classroom teacher. Students, and the parents/guardians of students, shall be required to honor all provisions of the LAUSD Responsible Use Policy for District Computer Systems. A violation of these provisions shall result in the student no longer having access to live virtual classroom instruction unless otherwise determined by the affected classroom teacher.
 - G. The District shall provide optional online professional development to all classroom teachers and substitute teachers, with participants paid at their hourly rate of pay if provided outside of the workday, on the utilization of technology required to provide quarantined students with access to live virtual classroom instruction. The online professional development shall include embedded captioning and ASL interpretation.
- IV. The parties further agree to the following in support of students needing instruction through the City of Angels Online Independent Study program and in recognition of the shortage of available classroom teachers for the program:
- A. All UTLA bargaining unit members seeking reasonable accommodations for a physical return to schools shall be immediately assigned to the program. Unit members that used illness leave while waiting for the processing of their request shall have their illness leave restored upon receiving reasonable accommodations and/or being assigned to the program.

- B. To the extent possible and in alignment with student and program needs, an option to volunteer for such a temporary assignment to the City of Angels Online Independent Study Program during the 2021-2022 school year shall be offered to all UTLA bargaining unit members, with priority given to those unit members with dependent care issues. In the case of a voluntary assignment to City of Angels, a teacher previously exempted from displacement would fill any temporary vacancy created at the sending school.
- C. All teachers temporarily assigned to teach remotely as part of this program shall have the right to return to their previous school location at the beginning of the 2022-2023 school year, with displacement rights if necessary.

V. 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. The provisions of this Sideletter, with the exception of Sections I.A, I.E, III.E, III.F, IV.C, shall expire on June 30, 2022.
- B. All components of the current LAUSD/UTLA Collective Bargaining Agreement and the Sideletter Between LAUSD & UTLA For The Return To Traditional Instruction For The 2021-2022 School Year (June 9, 2021) 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.

UTLA

Date

LAUSD

Date

UTLA BARGAINING PROPOSAL
COVID-19 CONTINUITY OF LEARNING PLAN FOR 2021-2022
SEPTEMBER 2, 2021

United Teachers Los Angeles and Los Angeles Unified are committed to **every student continuing to receive high-quality instruction throughout the 2021-2022 school year**. The following guidance is provided to ensure continuity of instruction and learning for all students in the event of COVID-19-related absences and/or other emergencies or natural disasters that may result in disruption of in-person instruction.

The plans that follow provide an outline of how instruction is to be delivered to students in Pre-K through Adult Education under 3 different circumstances:

1. Whole class, including teacher, is quarantined
2. Teacher is present but one or more students are quarantined
3. Teacher and possibly one or more students are quarantined, but other students are present in school with a substitute

SELF-CONTAINED CLASSROOMS (EEC, EARLY EDUCATION, PRE-K, ELEMENTARY, & SPECIAL EDUCATION)	
1. WHOLE CLASS, INCLUDING TEACHER, IS QUARANTINED	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> • Minimum of three hours synchronous daily instruction for all students via Zoom, inclusive of dELD/iELD instruction for English Learners, and MELD instruction for Standard English Learners • Assignments on Schoology or other digital platforms • Access to digital learning tools and curriculum with monitoring and feedback on progress • Asynchronous work • Office hours • Approval of all requests from affected students for short-term independent study • Students to be given the opportunity to receive full credit for any make-up work resulting from these absences
2. TEACHER IS PRESENT BUT ONE OR MORE STUDENTS ARE QUARANTINED	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> • Access to live virtual classroom instruction through use of video and audio for “livestream” or via zoom for no less than two (2) hours daily, to be scheduled at the teacher’s discretion to maximize learning opportunities • The determination of whether to provide access to live virtual instruction via livestream or to provide it via zoom shall be determined by the classroom teacher • For Early Education programs with instructional days of less than six (6) hours, including Special Education and State Preschool, the minimum shall be 1.5 hours daily • Assignments on Schoology or other digital platforms • Access to digital learning tools and curriculum with monitoring and feedback on progress

	<ul style="list-style-type: none"> • Approval of all requests from affected students for short-term independent study • Students to be given the opportunity to receive full credit for any make-up work resulting from these absences
<p>3. TEACHER AND POSSIBLY ONE OR MORE STUDENTS ARE QUARANTINED, BUT OTHER STUDENTS ARE PRESENT IN SCHOOL WITH A SUBSTITUTE</p>	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> • Live classroom instruction through use of video and audio via Zoom for both in-person and quarantined students • Assignments on Schoology or other digital platforms • Access to digital learning tools and curriculum with monitoring and feedback on progress • Availability on Zoom for students and substitute for entirety of regularly scheduled instructional time • Approval of all requests from affected students for short-term independent study • Students to be given the opportunity to receive full credit for any make-up work resulting from these absences <p>Substitute provides in-person support for in-person students.</p>

SECONDARY CLASSROOMS (MIXED COHORTS)

<p>1. WHOLE CLASS, INCLUDING TEACHER, IS QUARANTINED</p>	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> • Minimum of 30 minutes of synchronous daily instruction in each class period for all students via Zoom • Assignments on Schoology or other digital platforms • Access to digital learning tools and curriculum with monitoring and feedback on progress • Asynchronous work • Office hours • Approval of all requests from affected students for short-term independent study • Students to be given the opportunity to receive full credit for any make-up work resulting from these absences
<p>2. TEACHER IS PRESENT BUT ONE OR MORE STUDENTS ARE QUARANTINED</p>	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> • Access to live virtual classroom instruction through use of video and audio for “livestream” or via zoom for a minimum of 30 minutes each class period for quarantined students, • The determination of whether to provide access to live virtual instruction via livestream or to provide it via zoom shall be determined by the classroom teacher • Assignments on Schoology or other digital platforms • Access to digital learning tools and curriculum with monitoring and feedback on progress • Approval of all requests from affected students for short-

	<ul style="list-style-type: none"> term independent study Students to be given the opportunity to receive full credit for any make-up work resulting from these absences
<p>3. TEACHER AND POSSIBLY ONE OR MORE STUDENTS ARE QUARANTINED, BUT OTHER STUDENTS ARE PRESENT IN SCHOOL WITH A SUBSTITUTE</p>	<p>Classroom Teacher provides instruction through:</p> <ul style="list-style-type: none"> Live classroom instruction through use of video and audio via Zoom for both in-person and quarantined students Zoom breakout rooms used for synchronous small group instruction for quarantined students. Assignments on Schoology or other digital platforms Access to digital learning tools and curriculum with monitoring and feedback on progress Availability on Zoom for students and substitute during entirety of each class period Approval of all requests from affected students for short-term independent study Students to be given the opportunity to receive full credit for any make-up work resulting from these absences <p>Substitute provides in-person support for in-person students.</p>

ADULT EDUCATION

<p>CAREER AND TECHNICAL EDUCATION (CTE) COURSES</p>	<ul style="list-style-type: none"> CTE courses, which are conducted in-person and as hybrid classes, shall follow the protocols outlined above for Secondary Classrooms.
<p>ACADEMIC AND ESL COURSES</p>	<ul style="list-style-type: none"> Quarantined students enrolled in in-person courses shall enroll in the online equivalent of the course for the duration of the quarantine. Quarantined teachers shall teach all courses online via Zoom. Students wishing to continue attending class in-person may enroll in another section of the course being offered in-person.