

**LAUSD/UTLA TENTATIVE AGREEMENT
FOR 2021-2022 REOPENER
SEPTEMBER 21, 2021**

This tentative Agreement is made and entered into this 21st day of September, 2021 by and between the Board of Education of the Los Angeles Unified School District (“District”) and United Teachers Los Angeles (“UTLA”). The District and UTLA have met and negotiated in good faith and completed their negotiations for this 2021-2022 Reopener Agreement.

- I. The parties agree to the following with regards to wages and salary:
 - A. All UTLA bargaining unit members shall receive a 5% on-schedule salary increase applied to all pay scale groups and levels of the base salary tables, effective, July 1, 2021.
 - B. All UTLA bargaining unit members shall receive a \$2,000 one-time stipend in consideration for providing the additional services outlined in this agreement. Any bargaining unit members not working full-time will receive the stipend on a pro-rated basis. This provision is applicable to all bargaining unit members active as of the date of this agreement.
 - C. All UTLA members who worked at least ninety (90) days during the 2020-2021 school year shall receive a \$500 one-time technology stipend. This provision is applicable to all bargaining unit members active as of the date of this agreement.
 - D. Substitute unit members required to quarantine by the District during the 2021-2022 school year shall have the number of service days (100) required to qualify for District provided healthcare in 2022-2023 reduced by the number of required quarantine days upon request.
- 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 make every effort to conduct weekly COVID-19 testing of all students and staff through December 17, 2021. During this time, the District shall continue to make free COVID-19 testing available to students and staff during normal work hours, with every effort made to ensure a result turnaround time of no more than 48 hours. Thereafter, the District shall make every effort to conduct weekly COVID-19 testing of all unvaccinated individuals. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after December 1, 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 or comparable successor system for employees, students, and visitors entering a school or worksite. The District shall notify and meet with UTLA at least two weeks in advance of implementing a comparable successor system.

- C. The District shall provide UTLA with a written checklist (Attachment B) of the required actions to be 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. The parties recognize that circumstances related to COVID-19 continue to change and may require adjustments to the procedures in Attachment B. The District agrees to meet and consult with UTLA prior to changing the procedures in Attachment B.
- D. The District shall make every effort to notify bargaining unit members in writing within 24 hours 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.
- E. For purposes of providing Continuity of Learning, the District shall make every effort to notify all unit members in writing within 24 hours when a student(s) in their classroom or a student(s) on their caseload is required to quarantine.
- F. Subject to all applicable privacy and confidentiality laws, 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 and the number of newly quarantined students at each school.
- G. The use of masks shall be enforced at all District facilities. The District will maintain an adequate supply of face masks to facilitate compliance. In accordance with LACDPH Guidelines, alternative protective strategies may be adopted to accommodate students 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 1, 2021. Additional personal protective equipment (PPE) for employees may include:
 - 1. Medical grade masks
 - 2. Face shields
 - 3. Gloves
 - 4. Gowns
 - 5. Air purifiers
- H. The District shall maintain air filtration systems with a minimum efficiency reporting value (MERV) of 13 or better, or achieve the same minimum efficiency of filtration by using HVAC systems in conjunction with portable HEPA air purification devices that results in air quality equal to or better than what is provided by MERV-13 filtration systems. The LAUSD Air Quality Task Force shall meet at least once in October and at least once in November to review data and analyze the efficacy of a transition from MERV 13 filtration systems to the use of HVAC systems and air purification devices if and when such a transition happens. The parties agree to meet and bargain over potential changes to this provision at the request of either party after December 1, 2021.
- I. Back to School Night and parent-educator conferences shall be conducted virtually. IEP team meetings may be held virtually for parents who choose to use this alternative means of meeting participation. For parents who choose to have an IEP team meeting in person, the space requirements must be in alignment with current LACDPH

guidelines. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after December 1, 2021.

- J. Local School Leadership Councils at each school shall make every effort to develop alternative student eating procedures for inclement weather days, with the goal of preventing any students from eating in classrooms.
- K. 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.
- L. Livestreaming for quarantined students shall not be considered as part of the evaluation for classroom teachers being evaluated. At the request of the classroom teacher, formal observations may be rescheduled if the observation was to occur on a day/class period when the teacher must provide livestream access.
- M. The parties agree to resume meetings of the District Assessment Committee. The Committee shall meet no less than two (2) times during the 2021-2022 school year. The Committee shall be comprised of four (4) members from UTLA, four (4) parents (two (2) appointed by the District and two (2) appointed by UTLA), the LAUSD Chief Academic Officer or designee, and up to three (3) additional District appointees. 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. Make recommendations regarding the purpose, types and numbers of and time spent on District assessments.

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 for COVID-19 related reasons, 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.
- C. The District and UTLA recognize that the classroom teacher will provide live access to their classrooms for quarantined students, but the degree of live interaction with quarantined students shall be determined by the teacher in order to ensure high-quality instruction for and the supervision of in-person students.
- D. Classroom teachers providing livestream access for quarantined students or live virtual instruction if an entire class is quarantined shall not be held responsible for technology problems that hinder or prevent livestream access for quarantined students or live virtual instruction if an entire class is quarantined, including, but not limited to, students being unable to get access to the classroom. Classroom teachers

will notify the site administrator/designee as soon as practically possible when classroom technology issues prevent student access.

- 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. The District shall inform students, and the parents/guardians of students that they are not 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.
 - G. The District shall provide online professional development to classroom teachers and substitute teachers on the utilization of technology required to provide quarantined students with livestream access or live virtual instruction if an entire class is quarantined. If provided for voluntary participation outside of the workday, participants will be paid at the training rate of \$50 per hour. Any recorded 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. Eligible UTLA bargaining unit members seeking reasonable accommodations will be engaged in the interactive process to determine whether an accommodation is feasible and available, including remote work. Where the determined reasonable accommodation is in the form of remote work, the member shall be assigned to available positions within the online program. In the event the employee was required to utilize illness while engaging in the interactive process, the illness days will be reinstated if the accommodation is granted and if all appropriate medical documentation which substantiates the need for an accommodation and which specifies work restrictions and duration was submitted prior to August 23, 2021.
 - 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. 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. If additional bargaining unit members are needed beyond those who volunteer in accordance with IV.B above, the District may temporarily assign teachers from over-staffed locations to the City of Angels Online Independent Study program in alignment with student and program needs during the 2021-2022 school year. No school shall have more than three (3) bargaining unit members temporarily assigned to City of Angels in accordance with this provision, and determination as to which bargaining unit member is temporarily assigned shall be based on seniority in elementary schools and seniority within over-taught departments at secondary schools.

- D. The parties agree to immediately commence a Student Enrollment Taskforce. The Taskforce shall be comprised of four (4) bargaining unit members from UTLA, the LAUSD Chief Human Resources Officer or designee, the LAUSD Chief of Special Education, Equity and Access or designee and up to two (2) additional District appointees. The Taskforce shall be charged with addressing staffing issues related to the return of students to their home school from the City of Angels Online Independent Study Program and/or enrollment increases at their home school.
- E. All bargaining unit members temporarily assigned to 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, not to supersede District seniority per Article XI, section 6.0.

V. Term of Agreement

- A. This non-precedent setting MOU 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.D, & IV.E, 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.
- C. This Agreement closes all reopeners from the parties 2019-2022 Successor Agreement.



UTLA

September 21, 2021

Date



LAUSD

September 21, 2021

Date

**COVID-19 CONTINUITY OF LEARNING PLAN FOR 2021-2022
SEPTEMBER 21, 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 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 • A minimum of 2 hours of office hours per week, to be scheduled at the discretion of the teacher • 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"> • In-person instruction for in-person students • Access to live classroom through use of Zoom for no less than 50% of instructional minutes of each school day, to be scheduled at the teacher’s discretion to maximize learning opportunities. • The determination of whether to utilize a polycam or laptop computer for Zoom livestreaming shall be

	<p>determined by the classroom teacher. The District shall provide the teacher with additional technology as reasonably needed.</p> <ul style="list-style-type: none"> • 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-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 can be 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 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 • A minimum of 2 hours of office hours per week, to be scheduled at the discretion of the teacher • Approval of all requests from affected students for short-term independent study • Students to be given the opportunity to receive full
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	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"> • In-person instruction for in-person students • Access to live classroom through use of Zoom for no less than 50% of instructional minutes of each class period, to be scheduled at the teacher’s discretion to maximize learning opportunities. • The determination of whether to utilize a polycam or laptop computer for Zoom livestreaming shall be determined by the classroom teacher. The District shall provide the teacher with additional technology as reasonably needed. • 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-term independent study • Students to be given the opportunity to receive full credit for any make-up work resulting from these absences
3. TEACHER AND POSSIBLY ONE OR MORE STUDENTS ARE QUARANTINED, BUT OTHER STUDENTS ARE PRESENT IN SCHOOL WITH A SUBSTITUTE	<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 can be 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>

EARLY EDUCATION
For Early Education programs with instructional days of less than six (6) hours, including Special Education and State Preschool, the minimum shall be no less than 50% of class length.

ADULT EDUCATION

All Adult Education courses, which are conducted in-person and as hybrid classes, shall follow the protocols outlined above for Secondary Classrooms. With synchronous instructional time adjusted for class length. (No less than 50% of class length). Class sessions currently conducted online are not included as part of this provision.

SITE PROCEDURES FOR CONFIRMED POSITIVE COVID-19 CASE*

If the Administrator or designee becomes aware of a case who has been on campus during their infectious period, the Administrator or designee shall:

If case is a student:

- Escort the student to the dedicated isolation area immediately.
- Provide the student with a medical-grade mask
- Contact parent for pick-up
- Print and provide [LA County Department of Public Health isolation instructions](#) to the parent when a student is picked up.

If the case is an employee:

- Direct the employee to go home immediately
- Provide via print out or email, the [LA County Department of Public Health isolation](#) to the employee

For all cases:

- Identify and confirm close contacts and provide information to the CE Team. If the positive case is a student, this process shall include interviewing the classroom teacher(s) and/or designated service provider(s) of the student.
- Immediately identify areas on site that need to be closed off and disinfected and provide information to the Plant Manager and Complex Project Manager
- If the positive case rode a school bus during their infectious period, notify the Transportation Division
- If the positive case is a student, make every effort to notify the classroom teacher(s) and/or designated service provider(s) of the student in writing within 24 hours that a student in their class or caseload has tested positive.
- If the close contacts are students on campus, send students to the quarantine area and contact parents for pick-up. Provide [LA Unified Quarantine Instructions](#) to parents via print out or email.
- For the purposes of continuity of learning, make every effort to notify the classroom teacher(s) and/or designated service provider(s) in writing within 24 hours when a student(s) in their classroom or a student(s) on their caseload is required to quarantine.
- If the close contacts are staff members on campus, provide [LA Unified Quarantine Instructions](#) via print out or email, instruct the staff members to notify their supervisor(s), and send them home to quarantine immediately

Administrators will be notified by the CE Team via email when the case is cleared to return

Quarantine:

Vaccinated students and employees who are close contacts do not need to quarantine as long as they remain asymptomatic. They must monitor for symptoms for 14 days. They will continue to be tested regularly for COVID-19.

Unvaccinated students and employees who are close contacts will quarantine as follows:

- Unvaccinated students should test for COVID-19 after day 5 and if that is negative and they remain asymptomatic, they can return on day 8. They should continue to monitor for symptoms through day 14.
- Unvaccinated students who do not test for COVID-19 must complete a 10-day quarantine.

- Unvaccinated staff should test for COVID-19, but are required to complete a full 10-day quarantine. They should continue to monitor for symptoms through day 14.
- All quarantined or isolated individuals may return after 10 days (on day 11) if they are asymptomatic. They will receive an automated email from CE on day 10.
- Employees and students who quarantine or isolate must be cleared by CE before returning to school/work location if the return is to be prior to 10 days from date of exposure.

Required Notifications:

- Employees who use the Daily Pass and are scanned in at the school or office will receive an email communication when there is a positive case on the site. Required notification to employees and bargaining units of a positive case has been automated and will be generated by the Community Engagement office.
- Make every effort to notify the classroom teacher(s) and/or designated service provider(s) in writing within 24 hours when a student in their class or caseload has tested positive.
- For the purposes of continuity of learning, make every effort to notify the classroom teacher(s) and/or designated service provider(s) in writing within 24 hours when a student(s) in their classroom or a student(s) on their caseload is required to quarantine.

* Site procedures are subject to modification based on current health conditions and Public Health guidance.