MEMORANDUM OF UNDERSTANDING 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 Memorandum of Understanding (“MOU”) 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.

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.

2. Auxiliary pay (as defined in Article XIV) will be based on teachers performing duties virtually or otherwise.

3. 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.

4. UTLA bargaining unit employees who are ill and/or exposed to COVID-19 shall be allowed to remain home with no loss of pay or benefits. 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.

5. 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.

6. 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.

Disaster Service Worker Status
1. The Parties acknowledge the responsibility of District employees 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.

Distance Learning/Remote Work
The parties recognize distance learning as the opportunity for standards-based instruction to be delivered in a virtual environment where teachers and students are in separate locations.

1. In order to sustain the bonds with the school community and help families cope with the effects of isolation, teachers and health and human services professionals shall use live video engagement with students whenever possible. Administrators shall be given access to such live video engagement.

2. State 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.

4. In order to avoid instructional conflict and to provide consistency and structure to the student’s instructional day, teachers are expected to adhere to a regular weekly instructional schedule. School principals may provide time flexibilities, as necessary.
5. Teachers shall post and adhere to a schedule to inform students, parents and administrators of their office hours and to provide support and clarification via phone calls, email and/or other virtual platforms for a minimum of 3 hours per week. School principals may provide time flexibilities, as necessary.

6. Required professional development shall be limited to Distance Learning strategies and use of technology during the month of April.

7. 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.

8. 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.

9. The District will provide training to unit members choosing to utilize live video for providing instruction and/or communicating and interacting with students and parents.

10. 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.

11. Counselors shall provide appointments for students to address Academic, Emotional development. Appointments scheduled can be conducted virtually.

**Miscellaneous/Other Provisions**

1. The District shall inform UTLA as soon as practicable should it learn of a confirmed COVID-19 infection of District employees, or students and at which campus or worksite said infection was found. It is understood that no employee identities will be revealed in accordance with state and federal privacy laws.

2. The District shall provide hand soap for every classroom with a sink, and all staff break rooms and bathrooms.

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 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 agreement is a non-precedent setting.
This MOU shall expire on May 1, 2020 or upon the opening of schools, whichever occurs first. This MOU may be extended by the mutual agreement of the parties.

_______________________________________________   ______________________
LAUSD       DATE

_______________________________________________   ______________________
UTLA        DATE