UTLA PROPOSAL FOR NECESSARY CONDITIONS TO PHYSICALLY REOPEN LAUSD SCHOOLS FOR HYBRID INSTRUCTION
February 25, 2021

This proposal specifically addresses the necessary health & safety conditions required for LAUSD schools to provide in-person regular instruction through a hybrid model during the 2020-2021 school year. This proposal is not exhaustive in that it does not address other provisions that need to be bargained for a comprehensive sideletter between UTLA and LAUSD for when and how District schools will potentially provide in-person instruction for LAUSD students in a hybrid model.

Section I: Required Health & Safety Conditions for a Physical Reopening of LAUSD Schools for In-Person Instruction

In-person instruction may commence for students at LAUSD school sites and UTLA bargaining unit members may be required to provide in-person service under the following health & safety conditions:

A. Los Angeles County is in the Red Tier, as currently defined by the California Department of Public Health and according to California’s Blueprint for a Safer Economy.

B. All staff reporting to District schools or worksites have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule, including the two weeks required post 2nd dosage for completion of the process.

C. On all matters relating to health & safety procedures and protocols, the District shall adhere to the strictest and most recent COVID guidelines issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), the Los Angeles County Department of Health, and/or the LAUSD COVID-19 Containment, Response, and Control Plan (Attachment A).

D. If Los Angeles County moves back to the Purple Tier after the District has started providing regular in person instruction at school sites, then the District shall immediately revert to full distance learning for all students and UTLA bargaining unit members in accordance with the “Spring 2021 Second Semester Enhanced Distance Learning Sideletter Between the Los Angeles Unified School District and United Teachers Los Angeles” (12-17-21).

E. The necessary Health & Safety conditions articulated in this sideletter are not exhaustive. Accordingly, both parties jointly acknowledge the District’s obligation to consistently collaborate with all stakeholders, including but not limited to UTLA bargaining unit members, in facilitating transparent compliance with the strictest governmental guidelines available, consistent with the language in Section I.C. above.
Section II: Vaccination of School Staff

A. The District shall actively support and assist the Los Angeles County Department of Public Health in coordinating the administration of COVID-19 vaccination for all school staff, to the best of the District’s ability, including the measures listed below:

- The District shall communicate with all staff in writing about the availability of the COVID-19 vaccine, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine.
- The District shall provide written educational materials to all staff about the vaccine, including accurate information from the Centers for Disease Control (CDC) on the vaccine’s benefits, risks, and efficacy rates.
- The District shall continue requesting that the county department of health support a school site vaccination program for staff to be vaccinated against COVID-19 at District school sites and work sites.
- The District shall allow staff to be vaccinated during their work hours and shall provide up to three hours during work hours per dose, including observation reaction time with no loss of pay.
- The District shall provide up to three (3) days of paid sick leave as needed to any unit member who becomes ill from side effects as a result of receiving the COVID-19 vaccine. Unit members shall not be required to utilize contractual or statutory leave for this purpose.

Section III: Testing

A. Before students and staff return to school sites for in person instruction, the District shall provide COVID testing to all students and staff assigned to return to any school or worksite. 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 of twenty-four (24) hours.

For the term of this agreement, the District shall provide testing as follows:

- Baseline testing will be conducted for all students and staff during the 7 days prior to a physical reopening of LAUSD schools for regular in-person instruction. All LAUSD students and staff who will be returning to the school campus will be provided with a back-to-school baseline test. Students whose families choose to continue distance learning are not required to participate in this testing program.
- While Los Angeles County is in the Red Tier, as currently defined by the California Department of Public Health, the District shall require COVID testing for all students and staff at least every two (2) weeks.
- While the county risk level for Los Angeles County is in the Orange Tier, as currently defined by the California Department of Public Health, the District shall provide COVID testing for all staff and at least 20% of students reporting to a work or school site every two weeks.
- While the county risk level for Los Angeles County is in the Yellow Tier, as currently
defined by the California Department of Public Health, the District shall provide COVID
testing for at least 20% of students and 20% of staff reporting to a work or school site
every two weeks.
• Regardless of the county risk level for Los Angeles County, the District shall perform
genome sequencing on at least 5% of positive specimens, with the goal of quickly
detecting important variants of concern.
• Upon detection of a variant of concern (e.g. B.1.1.7, CAL.20.c, or other future variants of
concern identified by the CDC or CDPH), the District shall test all members of the cohort
where the variant of concern is identified.

B. The District shall adhere to Cal-OSHA testing requirements (Cal/OSHA Emergency
Regulations, December 1, 2020) during an “outbreak” (3 or more COVID cases at a Cal-
OSHA defined exposed workplace per 14 day period) and a “major outbreak” (20 or
more COVID cases at a Cal-OSHA defined exposed workplace per 30 days) that call for
immediate testing and weekly tests for employees during an outbreak, and immediate
testing and twice weekly testing for employees during a major outbreak, among other
measures.

C. Upon notification that an employee or student has been infected with COVID-19, the
District shall initiate contact tracing, in conjunction with local health department
officials. The District shall inform all bargaining unit members who were on the premises
at the same worksite as the individual during the infectious period of their potential
exposure in writing within one (1) workday. This notice shall also include a description
of the COVID-19 related benefits available to unit members and the district’s disinfection
plan that will be implemented. A copy of such notice shall be provided to UTLA at the
same time it is provided to the affected unit members.

D. The District shall create and maintain a Public Dashboard that reports all instances of
positive cases at all schools and worksites. The Dashboard shall be updated within 24
hours of the District receiving confirmation of a positive test.

Section IV: Preparation for a Return to In-Person Learning

Upon the physical reopening of LAUSD schools for regular in-person instruction, the first five
(5) days shall be scheduled as non-instructional days and reserved for staff planning and
preparation of materials, physical set up, and professional development/training on safety and
other procedures related to a physical return to in-person instruction in a hybrid model.

Section V: Health Screening

The District shall ensure all students, staff, and visitors are checked for symptoms prior to
entering a school site, in accordance with the LAUSD COVID-19 Containment, Response, and
Control Plan (1-20-21).

Section VI: Physical Distancing

A. The District shall ensure minimum physical distancing of six (6) feet between student
workspaces, between educator and student workspaces, and between employee workspaces.

B. The District shall ensure that people movement around and through school site buildings is unidirectional and maximizes physical distancing. Directional markers and physical distancing markers should be posted throughout the school site.

C. School sites shall have multiple access points, with specifically assigned entrance and exit locations to limit congregation. Unit members shall not be required to monitor ingress and egress locations outside of their contractual workday, and shall be compensated at their hourly rate of pay if and when they do so voluntarily.

D. All required meetings, including staff meetings, grade level meetings, department meetings, or professional development meetings shall be conducted virtually.

Section VII: Additional Health & Safety Measures

A. Masks - All adults and students, including those in TK-2, must wear face coverings over both their nose and mouth at all times on campus. The District shall supply and require the use of proper disposable 3-ply surgical masks, in accordance with the strictest federal, state, and local guidelines currently in effect, for all staff and students. Individuals who cannot wear a mask because of a documented health issue or in very limited circumstances when performing job duties that cannot be done with a mask on shall instead be required to wear a face shield and neck drape (tucked into the shirt).

B. N95 Respirators – Fit-tested N95 Respirators shall be provided for staff with high numbers of daily workplace contacts, including, but not limited to, school nurses.

C. Hand Sanitizer & Soap - The District shall comply with the following hand washing logistical requirements:

- Every room with a sink shall be stocked with soap, hand sanitizer, and no touch paper towel dispensers.
- Every classroom shall be provided with a no-touch hand sanitizing dispenser.
- Non-classroom workspaces shall be provided hand sanitizer.
- Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point.
- All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

D. Daily cleaning and disinfecting - The District shall ensure all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, with products recommended by federal, state, and/or local health officials. Unit members shall not be expected to provide these services.

E. All students shall be provided daily an individual, resealable plastic bag of school supplies
to be kept at school in a safe location.

F. Ventilation - In-person instruction may commence in those occupied areas that are equipped with a centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 13 or better or equipped with a centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 8, and portable air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area.

G. Handwashing - Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.

Section VIII: Additional Unit Member Issues

A. At-Risk Unit Members - The District shall make every effort to provide an alternate work assignment without loss of compensation or benefits for unit members who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition.

B. COVID-19 Infected and Quarantined Unit Members - Unit members who have contracted COVID-19 or may have been exposed to a person with COVID-19 and are required to be quarantined shall be placed on paid leave, which shall not be deducted from their contractual or statutory leave.

Section IX: COVID-19 Compliance Task Forces

A. All school sites shall have a COVID-19 Compliance Task Force. The UTLA Chapter Chair (or a Chapter Chair appointed designee) shall be a member of each task force. Training for participants shall be made available on MyPLN. Each school site task force shall meet no less than once per week during the contractual workday, with substitute coverage provided, to address health & safety compliance issues at the school site. In support of the task force work, each school site principal shall conduct a weekly walk-through to ensure that the LAUSD COVID-19 Containment, Response, and Control Plan (1-20-21) guidelines, as well as all applicable provisions of this sideletter, are being followed, and the principal will report any deficiencies, including those remedied, to the task force. The task force shall be expected to remedy all identified deficiencies in a timely manner that reflects the urgency of each deficiency.

B. The District shall create an LAUSD COVID-19 Compliance Task Force, comprised of one representative from each labor union representing employees in LAUSD, the LAUSD Director of Labor Relations, the LAUSD Director of Human Resources, the LAUSD Director of Operations, and the LAUSD Medical Director. The task force shall meet no less than once every two weeks to address health & safety compliance issues at District schools and work sites.