

**UTLA PROPOSAL FOR NECESSARY CONDITIONS TO PHYSICALLY REOPEN
LAUSD SCHOOLS FOR HYBRID INSTRUCTION**

March 6, 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. The parties agree to immediately bargain the impact of any change to the CDPH criteria for risk level tier changes, or any change to the Los Angeles County risk level tier after being in the Red Tier.
- B. All unit members 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 time prescribed as being needed to achieve immunity after receiving the full vaccine dosage. (AGREED)
- C. On all matters relating to health & safety procedures and protocols, the District shall adhere to the most recent COVID guidelines issued by the California Department of Public Health (“CDPH”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Los Angeles County Department of Health (LACDPH).
- D. The necessary Health & Safety conditions articulated in this sideletter are not exhaustive. Accordingly, both parties jointly acknowledge the District’s obligation to collaborate consistently with all stakeholders, including but not limited to UTLA bargaining unit members, in facilitating transparent compliance with the language in Section I.C. above. (AGREED)

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. (AGREED)
- 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 and the LAUSD COVID-19 video featuring the LAUSD Medical Director. (AGREED)
- 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. (AGREED)
- 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. (AGREED)
- The District shall provide up to three (3) days of paid 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. (AGREED)

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 between twenty-four and forty-eight (24-48) hours. (AGREED)

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. (AGREED)
- 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. (AGREED)
- 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 physically attending or working at a work site or school site every two weeks. (AGREED)
- 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 staff and 20% of students physically attending or working at a work site or school site every two weeks. (AGREED)

- B. In response to any school or work site outbreak, the District shall adhere to LA County

Department of Health guidelines and Cal OSHA requirements, and take immediate action to address the school or work site conditions.

- 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. (AGREED)
- 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. (AGREED)

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

- A. Upon ratification by the parties of a comprehensive sideletter for when and how District schools will provide in-person instruction for LAUSD students in a hybrid model, all bargaining unit members scheduled to physically return to a school or work site, with the exception of substitute teachers not working a long-term assignment, shall be provided the voluntary option of scheduling up to eighteen (18) hours of on-site preparation time at their school site. Unit members utilizing this option shall receive their regular hourly rate of pay. The hours shall be scheduled with the site administrator outside of the unit member workday, as defined by the 2021 Second Semester Enhanced Distance Learning Sideletter (12-17-20).
- B. Upon the physical reopening of LAUSD schools for hybrid in-person instruction, the first day shall be scheduled as a non-instructional day and reserved for staff planning, preparation, and training on safety procedures and protocols.
- C. Unit members shall be paid their regular hourly rate of pay for any required work outside of their contractual workday, as defined in the 2019-2022 UTLA-LAUSD Collective Bargaining Agreement.

Section V: Health Screening

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

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. (AGREED)
- B. The District shall ensure that people movement around and through school site buildings is

unidirectional when space is six (6) feet or less in width and maximizes physical distancing. Directional markers and physical distancing markers should be posted throughout the school site. (AGREED)

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

Section VII: Additional Health & Safety Measures

- A. Masks - All adults and students, including those in TK-2, must wear masks over both their nose and mouth at all times on campus. The District shall supply and require the use of masks, in accordance with LACDPH guidelines for all staff and students. (AGREED)
- B. N95 Respirators – Fit-tested N95 Respirators shall be provided to all school nurses. Specialized providers whose job duties may require close contact, for example contact closer than 6 feet or with students unable to consistently wear face coverings, may request fit-tested N95 Respirators.
- C. Hand Sanitizer & Soap - The District shall comply with the following hand washing logistical requirements: (AGREED)
 - Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels.
 - Every classroom shall be provided with hand sanitizer.
 - Non-classroom workspaces shall be provided hand sanitizer.
 - Hand sanitizer or portable hand washing stations shall be provided at designated ingress and egress point.
 - All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked 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 regularly and all high touch surfaces are disinfected daily, using an OEHS approved disinfectant that is on the EPA's List N for disinfectants effective against COVID-19. Unit members shall not be expected to provide these services.
- E. All students shall be provided with an individual, resealable plastic bag of school supplies to be kept at school in a safe location. (AGREED)
- F. Ventilation - In-person instruction may commence in rooms that are equipped with a centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 13 or better. The air filters shall be replaced no less than once per month. Additionally, all classroom air system fans shall continue running twenty-four (24) hours per day.

Section VIII: Additional Unit Member Issues

- A. High Risk Unit Members - The District shall make every effort to provide reasonable accommodations for unit members who provide a physician's note determining that they are in a high-risk category related to COVID-19.
- B. COVID-19 Infected and Quarantined Unit Members - Unit members required to quarantine by the District shall be paid without having to utilize contractual or statutory leave time. (AGREED)

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. The task force shall make every effort to address identified deficiencies in a timely manner that reflects the urgency of each deficiency.
- B. The District shall maintain the LAUSD Health & Safety Practices Committee, comprised of one representative from each labor union representing employees in LAUSD and no less than four (4) appropriate representatives from LAUSD. The committee shall meet no less than once every two weeks to address health & safety compliance issues at District schools and work sites.

Section X: Term of Agreement

- A. This non-precedent setting Sideletter shall be effective upon signing and shall be implemented according to the terms above. This Sideletter shall expire on June 30, 2021, but may be extended by mutual agreement of the parties.
- B. The parties shall continue bargaining language to ensure effective practices and procedures for providing Special Education services, Designated Instructional Services, and VAPA Itinerant services in a subsequent sideletter.
- C. 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 and other bargaining agreements reached since the beginning of the school closures. 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. (AGREED)
- D. Should the District return to remote only instruction, the "Spring 2021 Second Semester Enhanced Distance Learning Sideletter Between the Los Angeles Unified School District and United Teachers Los Angeles" (12-17-21) shall be in effect. (AGREED)

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