

**SEIU Local 99
Unit C
COVID-19 Sideletter**

The Los Angeles Unified School District (“District”) and Service Employees International Union (“SEIU”) Local 99 for employees in Unit C hereby agree to the terms of this Sideletter regarding school closures during the 2020-2021 school year in response to the novel Coronavirus (COVID-19) pandemic.

The parties recognize there is a need to reduce occupancy at school sites and move to remote/distance learning program and distance learning/in-person 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 2020-2021 school year.

In order to support student learning and to fully utilize all District resources, the parties are supportive of and will implement an all hands-on deck approach to support the virtual learning process, therefore, the District and SEIU Local 99 for employees in Unit C agree as follows:

1. Special Duties and Assignments: Under these unprecedented circumstances the Union and the District agree that during the life of this sideletter Unit C employees may be performing special duties and assignments that are not contained in their current job descriptions and that may be outside of the scope of work in their regular classification as permitted by Education Code section 45110 while continuing to receive their regular pay. These special duties and assignments are temporary and shall only be effective until the expiration of this sideletter.

It is understood that any special duties and assignments to be performed by Unit C employees are the ones referenced in the attachments to this sideletter. The District will notify SEIU Local 99 if any additional classifications will perform these special duties and assignments.

- a. All Unit C employees not referenced in the attachments to this sideletter need to be available for their workday as typically assigned to meet District operational needs, unless changed via the process outlined in the 2017-2020 Unit C Collective Bargaining Agreement.
- b. Unit C employees need to report in person at their assigned location for work that needs to be performed on site.
 1. Employees approved to work from home are expected to be available during their normal designated working hours. This includes being available to receive phone calls from the site supervisor, and regularly monitoring their LAUSD email.

- c. Employees with documented chronic health conditions as per COVID-19 public health guidelines, may request alternative shifts with minimal interaction with other employees. These requests shall not be unreasonably denied.

2. Professional Development and Training: The District shall ensure all Unit C employees receive the training necessary to perform any special duties and assignments as stipulated in this sideletter. Any training or classes offered by the District to those performing work remotely shall be in a virtual platform.

3. Employee Safety and PPE: The District will follow safety guidelines as determined by the Los Angeles County Department of Public Health in order to prevent the spread of illness arising from COVID-19. The District believes in a best in class approach to ensure the health and safety of its employees and therefore commits to the following:

- Symptom checks and screening
- Modified classroom layouts
- Physically distancing of 6+ feet
- One direction traffic in hallway(s)
- Requiring of face coverings
- Hygiene training
- Hand washing signs/instructions at all sites
- Electrostatic cleaning
- Disinfecting of desks, tables, and chairs
- Upgrading air filtration systems to MERV 13 (equivalent of N-95)
- Disinfecting of high-touch surfaces
- Modifying of air circulation systems
- Disinfecting equipment
- Increasing of custodial staff
- Modifying room layouts
- Posting of required signage
- PPE kits that include face coverings for all staff at all school sites
- Provide appropriate PPE to staff as required by their class description and the Los Angeles County Department of Public Health
- Soap, paper towels, and hand sanitizer in every classroom
- Published health protocols

The District and SEIU shall participate in an ongoing Safety Collaborative Committee which shall meet every two weeks to ensure the safety of all employees. The Collaborative Committee shall include two representatives from SEIU to discuss:

- PPE availability at the sites
- Training needs at sites
- Physical distancing practices

4. Compensation and Benefits: The following shall apply:

- a. Differential - The District agrees to pay employees whose work cannot be completed remotely and are physically required to report to a work site by an administrator an additional \$3.50/hour for all hours worked during their regular assignment. This differential shall end on December 31, 2020 or when students return on site for a hybrid or regular instruction format, whichever occurs first.
- b. Employees that have been exposed to and/or have tested positive for COVID 19 will be eligible for 100% pay for ten (10) work days under the Emergency Paid Sick Leave Act (EPSL). Other eligible benefits remain accessible to employees under the Families First Coronavirus Response Act (FFCRA) and/or the Family Medical Leave Act. Employees who have exhausted their FFCRA benefits shall utilize their benefit time for compensation.
- c. There shall be no layoffs, furloughs, or reduction in regularly assigned hours of regular employees.

5. Childcare: The District will provide student supervision services to TK-8 students at no cost to Unit C employees at designated worksites.

6. Term of Agreement: This non-precedent setting sideletter shall be valid from the date it is executed until December 31, 2020 or until the District resumes regular, in person instruction, whichever comes first. Upon request, by either the District or SEIU Local 99, the parties agree to meet to review progress. The terms of this sideletter will be extended on a month to month basis while in a distance learning setting unless a party requests to end it ten (10) days prior to the end of the month. Except as modified herein, the parties' 2017-2020 Unit C Collective Bargaining Agreement shall remain in full force and effect pursuant to its terms.

If any other LAUSD bargaining unit agrees to a differential higher than \$3.50/hour, such terms shall be offered to SEIU, and shall be implemented upon agreement by SEIU to such terms.

Date of agreement: _____

Los Angeles Unified School District

SEIU, Local 99

By: _____

By: _____