

**SEIU Local 99
Unit C
Return to Hybrid/In-Person Instruction Side letter**

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 Side letter regarding a Return to Hybrid/In-Person Instruction during the Second Semester of the 2020-2021 school year in response to the novel Coronavirus (COVID-19) pandemic.

The parties recognize there is a need to create a hybrid mode of learning to help 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 and in person 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 already referenced in the attachments (Side Letter agreement August 14th, 2020 for Unit C) to this side letter. If the District needs to create new or additional job duties for any classification contained in Unit C, the District will negotiate with SEIU Local 99 prior to implementation. Upon return to hybrid, all Unit C employees need to be available for their workday as typically assigned to their regular roles and duties, unless changed via the process outlined in the 2017-2020 Unit C Collective Bargaining Agreement.

- a. All Unit C employees need to report in person at their assigned location for work that needs to be performed on site unless otherwise informed by a site administrator.
 - I. Employees assigned 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.

2. Professional Development and Training:

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
- 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

3.1 Contact Tracing: Upon notification that an employee or student has a positive COVID-19 test result, the District will comply with all State and County reporting requirements and assist with contact tracing.

3.2 Face Coverings: The use of face coverings shall be enforced at all District facilities and in District vehicles in accordance with the Los Angeles County Department of Public Health guidelines. The District will maintain an adequate supply of face masks to facilitate compliance.

3.3 Training: To help prevent the spread of COVID-19, the District will provide employees with information on appropriate health and safety measures. Information shall be provided during employees' regular working hours.

3.4 **Physical Distancing**: Physical distancing shall be enforced at all District sites and facilities in accordance with the Los Angeles County Department of Public Health guidelines.

3.5 **Safety Collaborative**: The District and SEIU shall participate in an ongoing Safety Collaborative Committee which shall meet once per month 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 practice

3.6 **Reporting of Unsafe Conditions**: Unit C represented employees are encouraged to report unsafe working conditions at their school or work site to their Supervisor or site Administrator. This section does not waive the ability of any employee to exercise any of their rights under the CBA as stated in Article XVIII or seek support from their union if they feel working conditions are unsafe.

4. **Compensation and Benefits**: The following shall apply:

- a. Any and all legislative/executive orders that apply to providing employees any additional supplemental paid leaves will be paid to employees in accordance with the law.
- b. There shall be no layoffs, furloughs, or reduction in regularly assigned hours of regular employees.
- c. In accordance with the Ed Code, Unit C employees shall receive their average paid time as appropriate per classification and benefits during the term of this agreement.

5. **High Risk Employees**: Employees that have a physician's note determining that they are in a high-risk category related to COVID-19 may ask their supervisor if working remotely is an option or request a reasonable accommodation. If remote work is not available, employees may be able to use their benefit time, unpaid leave and/or Family Medical Leave Act (FMLA).

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

7. **Term of Agreement**: This non-precedent setting sideletter shall go into effect upon the start of hybrid/in-person instruction and will expire on June 30, 2021. Upon request, by either the District or SEIU Local 99, the parties agree to meet to review

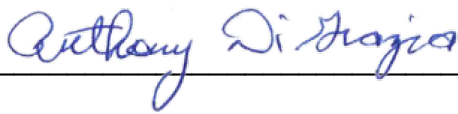
progress. Except as modified herein, the parties' 2017-2020 Unit C Collective Bargaining Agreement shall remain in full force and effect pursuant to its terms.

If any other LAUSD bargaining unit agrees to compensation over and above what SEIU has negotiated, such terms shall be offered to SEIU, and shall be implemented upon agreement by SEIU.

Date of Agreement: December 4, 2020

Los Angeles Unified School District

SEIU, Local 99

By: 

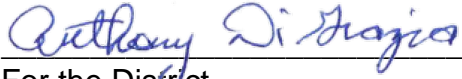
By: 


ADDENDUM REGARDING INTERIM PERIOD
AFTER DECEMBER 31, 2020 AND PRIOR TO HYBRID/IN-PERSON INSTRUCTION

With the exception of the Families First Coronavirus Response Act (FFCRA) (Section 4b) all terms and conditions of the Unit C COVID-19 side letter signed between the District and SEIU, Local on August 14, 2020 will remain in effect as they currently are through the day immediately before hybrid/in-person instruction begins at school sites. The District shall provide the Union at least a 2-week notice before hybrid/in-person instruction begins. In the event we return to remote learning, the Unit C COVID-19 August 14, 2020 side letters/guidelines immediately go back into effect.

Regardless, this addendum will expire no later than June 30, 2021.

Date: December 4, 2020


Anthony Di Maggio
For the District


Pamela Allen
For SEIU, Local 99