Memorandum of Understanding on Return to Work
LACCD / Local 99
10-23-2020

The Los Angeles Community College District (the "District") and the Los Angeles City and County School Employees Union Local 99, S.E.I.U. (the “Union”) agree to the following for the 2020-2021 academic year:

**Return to Work**
Unit members who have been designated as essential workers ("Essential Workers") will return to their original work locations and work schedules, on or about October 26, 2020 to provide clean, safe and sanitary conditions for campus operations. Staff who are 65 years of age or older, have an existing chronic health condition or do not have childcare supervision for children under age 16, or are in close contact with older individuals or individuals with preexisting conditions due to stay at home orders may submit a written request for accommodations to be exempt from physically reporting to campus. Employees who request an exemption will be required to provide verification with their request.

Effective as soon as practicable, unless worksites must be closed, Essential Workers will begin a schedule of 6 ½ hours a day on site at their original work locations and work start times. The remaining two (2) hours allows for professional development remotely, each work day. This schedule will consist of the employee’s duty-free 30-minute lunch in the middle of their shift, for those who participate in asynchronous (or hybrid) professional development. Alternative work schedules shall be adjusted accordingly. For Essential Workers who do not wish to participate in Professional Development, please see Attendance Reporting.

**Attendance Reporting**
Employees who do not participate in the District’s professional development must account for their time through the following:
   1. Use of available leave/quotas;
   2. Completion of an 8-hour shift on campus;
Employees who do not account for their time, will be considered absent without leave and will be placed on unpaid leave for the time not accounted for.

**Employee Safety and PPE**
All employees will be provided with the appropriate Personal Protective Equipment (PPE) to perform their jobs. Any member who reports to a work site and is not provided the appropriate PPE will be excused from reporting to work that day and will receive full pay for that day. Per the guidance of the Los Angeles County, Department of Public Health, the colleges will provide appropriate social distancing guidelines that will be implemented and enforced by LACCD supervisors, managers, directors and administrators.

**COVID-19 Testing**
Employees who wish to take a COVID-19 test shall have the right to do so during their work time, as often as once every 14 days. Verification of test will be required and shall be provided to the supervisor. Fees for COVID-19 testing will be reimbursed if not covered by District medical insurance, and free testing is not available.

**Professional Development**
The District will launch an online professional development program for essential workers using a platform of the District’s discretion, beginning on or about the week of November 2, 2020, or as soon as practicable. Employees will be provided with Chrome books by the District and are allowed to complete this training from home, if unit members have not already received one. All Essential Workers are expected to participate in the professional program using their District assigned email and name of record on file with the District. The training may include but is not limited to the following topics:
   1. Show Me Respect
   2. Overcoming Unconscious Bias
   3. Embracing Diversity and Inclusion
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4. Preventing Workplace Harassment
5. Standing Up to Bullying
6. Preventing Microaggressions in the Workplace
7. The Respectful Workplace
8. The Respectful Communicator
9. TrueColors Teambuilding
10. Crucial Conversations
11. Pathways to Career Mobility
12. Online College Classes that are related to the industry or for career advancement within LACCD
13. Workplace Safety and Custodial Training Courses that were not completed, from the prior MOU

The Professional Development Program will be assessed every two weeks and may be amended or terminated at any time due to lack of participation or until such time that social restrictions are lifted by the Los Angeles County, Department of Public Health and or the State or the District requires employees to resume their responsibilities at their respective work locations. The Program will sunset at 1 a.m. on January 16, 2021, and all Essential Workers will return to their 8-hour work-shift.

District Provided Chromebooks and IT Support
LACCD shall provide chromebooks at no cost to employees, IT support, and in-person and/or remote training to employees that need it to ensure successful participation in the professional development program.

Sick Leave, Telecommute and Training
Employees who stay at home because they are 65 years of age or older, have an existing chronic health condition or do not have childcare supervision for children under 16 due to stay at home orders impacting local or district area K-12 schools, or are in close contact with older individuals or individuals with preexisting conditions due to stay at home orders may request accommodations from LACCD, which may include working and training remotely until such time that social restrictions for educational institutions are lifted by the Los Angeles County Department of Public Health to resume their responsibilities at their respective work locations. Employees are entitled to use FFCRA, EPSLA, and EFMLEA as authorized by law. Employees will be required to provide verification for leaves of absence as required by law. For District directed self-quarantine cases, the District will cover the employee’s time for up to 14 days.

Compensation
The issue of any potential compensation for unit members who are required to report to their work locations will be addressed by Chancellor and the Joint Labor Caucus. If any bargaining unit employees believe that they are performing duties of a distasteful, dangerous, or unique nature that justifies differential compensation under California Education Code 88182, the Board of Trustees will give fair consideration to any findings and recommendations received from the Personnel Commission upon Local 99’s request to provide differential compensation to such employees.

Both parties agree to begin negotiations on a successor MOU no later than May 1, 2021, unless the parties mutually agree that a successor MOU is not necessary. The terms of this MOU may be extended by mutual agreement.
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on Return to Work
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10-23-2020

Dated October 23, 2020

For the District:

Francisco C. Rodríguez, Ph.D.
Chancellor

For SEIU Local 99:

Manny Rangel
Public Affairs Manager
### Certificate Of Completion

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Envelope Originator:
- **Lillian Johnson**
- **770 Wilshire Blvd**
- **Los Angeles, CA 90017**
- **JOHNSOLJ@LACCD.EDU**
- **IP Address:** 47.176.5.24

**Record Tracking**

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**How to contact Los Angeles Community College District:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: durana@laccd.edu

**To advise Los Angeles Community College District of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at durana@laccd.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to durana@laccd.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:
i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to durana@laccd.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Los Angeles Community College District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Los Angeles Community College District during the course of your relationship with Los Angeles Community College District.