

**SIDELETTER BETWEEN LAUSD & SEIU  
FOR THE RETURN TO TRADITIONAL INSTRUCTION  
FOR THE 2021-2022 SCHOOL YEAR**

The Los Angeles Unified School District (“District”) and Service Employees International Union (“SEIU”) Local 99 hereby agree to the terms of this Sideletter regarding a Return to Traditional In-Person Instruction effective June 23, 2021.

1. All SEIU employees need to report in person at their assigned location for work or as part of an accommodation through the Reasonable Accommodation process.
2. Employee Safety and PPE: 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), Los Angeles County Department of Public Health (LACDPH) and the State of California.
3. Health Screening: 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.
4. COVID Testing:
  - A. At a minimum, the District will conduct COVID19 testing every two weeks while in yellow tier. Testing frequency may be amended based on current safety conditions as mandated by District.
  - B. In response to any school or work site outbreak, the District shall adhere to LA County Department of Public 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 community engagement, in conjunction with local health department officials. The District shall inform all bargaining unit members who may have been exposed or in close contact with 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 SEIU at the same time it is provided to the affected unit members.
  - D. The District shall 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.
5. Community Engagement: 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 community engagement.

6. 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. In accordance with LACDPH Guidelines, alternative protective strategies may be adopted to accommodate students who are on Individualized Educational Programs or Section 504 plans who cannot use a mask for reasons related to their identified disability or accommodation. Additional personal protective equipment (PPE) for employees may include:
  - Medical grade masks
  - Face shields
  - Gloves
  - Gowns
7. Physical Distancing: Physical distancing shall be enforced at all District sites and facilities in accordance with the most current Los Angeles County Department of Public Health guidelines. Should LACDPH guidelines change on physical distancing, either party may reopen bargaining on this topic.
8. 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 paper towels.
  - Every classroom shall be provided with hand sanitizer.
  - Non-classroom workspaces shall be provided hand sanitizer.
  - Employees who drive District vehicles shall be provided a small bottle (i.e. 1 oz.) of hand sanitizer upon request.
  - 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.
  - Appropriate disinfectant supplies shall be provided.
9. Cleaning and Disinfecting: The District shall ensure all classrooms, restrooms, and workspaces are cleaned regularly and all high touch surfaces are disinfected daily as required by LACDPH guidelines. These duties will be assigned to the appropriate classifications and those classifications agreed upon by the District and SEIU.
10. Health and Safety Practices Meeting: The District and SEIU shall participate in an ongoing Health and Safety Practices Meeting which shall meet twice a month to ensure the safety of all employees. The Health and Safety Practices Committee shall include two representatives from SEIU to discuss:
  - PPE availability at the sites
  - Training needs at sites
  - Physical distancing practices
  - Or any other item related to safety concerns.

11. COVID 19 Compliance Task Force: All school sites shall have a COVID-19 Compliance Task Force, including a SEIU Local 99 representative. Training for participants shall be provided via MyPLN when the representative joins the Task Force or at least once per year. Employees shall be compensated at the appropriate rate of pay to complete the training. Each school site task force shall meet no less than twice per month to address health & safety compliance issues at the school site. If the meeting or training occurs outside the employee's scheduled working hours, they will be compensated at the appropriate rate of pay. The task force shall make every effort to address identified deficiencies in a timely manner that reflects the urgency of each deficiency.
12. Ventilation: The parties acknowledge the District's installation of MERV-13 air filters in every LAUSD classroom, and all non-classroom District facilities/ work spaces in accordance with Section 4 of the *Return to Hybrid/In-Person Instruction Sideletter* between LAUSD & SEIU Local 99 for Units B, C, F, and G (December 4, 2020), has contributed to a collaborative effort to set the highest safety standards for public schools in the nation.
  - a. To further improve air quality in every classroom, the District is maintaining air filtration systems with a minimum efficiency reporting value (MERV) of 13 or better through at least October 1, 2021.
  - b. All air filters at worksites where bargaining unit members are required to work in person shall be inspected no less than once per month and replaced as needed.
13. Reporting of Unsafe Conditions: SEIU members 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 Collective Bargaining Agreement or seek support from their union if they feel working conditions are unsafe.
14. Compensation and Benefits: 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.
15. Medical Accommodations: Employees seeking medical exemptions may engage their supervisor through the Reasonable Accommodation Process.
16. COVID-19 Infections and Isolation or Quarantine: All employees who test positive for COVID-19 shall be required to isolate at home. Upon exhaustion of any available COVID related state or federal emergency leave, unit members required to isolate at home as the result of a positive COVID-19 test or quarantine at home as the result of close contact exposure as determined by a Community Engagement Team, shall be paid without having to utilize contractual or statutory leave time.

17. Term of Agreement:

- A. This non-precedent setting Sideletter shall be effective upon signing and ratification by SEIU membership and adoption by the LAUSD Board of Education and shall be implemented according to the terms above. This Sideletter shall expire on June 30, 2022.
- B. All components of the current LAUSD/SEIU Collective Bargaining Agreements shall remain in full effect except for those provisions modified by the terms of this Agreement.
- C. There shall be no layoffs that result in separation from the District of any SEIU Local 99 bargaining unit members for the 2021-2022 school year. In the event that it becomes necessary to furlough any member of the bargaining unit, the District shall engage in any required negotiations.

Date of Agreement: 9/10/2021

Los Angeles Unified School District

SEIU, Local 99

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