Amendment to the February 18, 2022 LAUSD-SEIU Amended Return to Work Agreement

This Memorandum of Understanding is made and entered into by the Los Angeles Unified School District (“District”) and Service Employees International Union Local 99 (SEIU)

1. The District shall make every effort to conduct weekly PCR COVID-19 testing of all students and employees though the end of the 2021-2022 school year. Additionally, the District shall provide take-home rapid-antigen tests for all school-based staff and students for baseline testing prior to the beginning of the 2022 Spring Break. The tests should be taken no earlier than 48 hours prior to returning. Staff and students shall be required to upload any positive antigen test results into the Daily Pass application prior to returning to school on April 18. The parties agree to meet and consult in mid-April and mid-May regarding the 2021-2022 testing policy.

2. The District will continue to abide by the language in the February 18, 2022 agreement regarding additional protections for employees who work with students with masking exemptions, which states:

   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

3. Indoor masking shall be optional and strongly recommended for all staff and students in ETK-12 or adult education programs on elementary, secondary, and adult education campuses and in all non-school locations, effective no later than March 23, 2022.

4. The District shall continue to maintain a public COVID-19 dashboard. The parties agree to meet and consult, upon the request of either party, over COVID-19 data and the potential need for changes to COVID-19 protocols and policies.

5. The District shall provide masks, including KN95 or N95 masks, to any employee upon request. The District shall maintain an adequate supply of such masks.

6. If any employee loses compensation as a result of the mask policy change or is otherwise affected adversely by this change, the Union shall notify LAUSD and both parties shall promptly work to address the concern.

7. Except where modified by this agreement or subsequent agreements, the parties’ side letter regarding Amended Return to Work Agreement dated February 18, 2022, shall remain in effect through June 30, 2022.
8. This agreement shall expire on June 30, 2022.

_________________________________  _______________________
SEIU       Date

_________________________________  _______________________
LAUSD       Date