Sideletter between the Los Angeles Unified School District and the California School Employees Association and its Los Angeles Chapter #500

The Los Angeles Unified School District ("LAUSD") and California School Employees Association and its Los Angeles Chapter #500 ("CSEA") agree to the following related to the impacts of COVID-19:

- 1. <u>Information Sharing</u>: The District shall make its best efforts to protect the health and safety of our employees, by following the guidance from the Los Angeles County Department of Public Health. Upon request by CSEA, the District shall provide information to CSEA regarding reported cases to the District and the impacted worksite. It is understood that no employee identities will be revealed in accordance with state and federal privacy laws.
- 2. Additional Safety Measures Because of COVID-19: The District shall make its best efforts to protect the health and safety of all employees, by following the guidance from the Los Angeles County Department of Public Health. The District shall inform employees of the public health recommendations made by the Public Health Department and the Center for Disease Control to help prevent the spread of the virus. The District shall make every effort to provide the necessary supplies for preventive sanitation measures (such as soap, disposable towels or tissues). The District shall also provide personal protective equipment (PPE) for employees as directed by the Public Health Department, Cal/OSHA or in accordance with other local, state, or federal ordinances. The District shall place a special emphasis on providing face coverings and gloves to employees whose assigned duties involve interacting with the public or who must work in conditions that make proper social distancing difficult. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- 3. <u>District Facilities Closed due to COVID-19:</u> In the event that District facilities are closed due to COVID-19, CSEA bargaining unit employees shall not suffer any loss of pay or benefits.
- 4. <u>Governor's Executive Order and CSEA Support for Maintenance of Funding</u>: Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Department Executive Order N-26-20. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to an epidemic.
- 5. <u>Assignment of Essential Staff</u>: For the duration of the public health crisis caused by COVID-19, the District shall determine staffing considering the following:
 - A. The exemption criteria listed in number 6 of this document.
 - B. The ability of the employee to effectively perform their duties from home.
 - C. The employee's assignment is needed to support a core duty including but not limited to providing continuity of instruction through distance learning, ensuring staff continues to be paid, maintaining and supporting food distribution centers, technology support, maintenance and repair of facilities or construction.
 - D. The ability to rotate duties among appropriate staff.

- 6. <u>Employees Susceptible to or Otherwise Impacted by COVID-19</u>:
 - A. If appropriate, supervisors may assign work from home.
 - B. Any employee able to work who informs their supervisor that they fall into one or more of the categories listed in the memo from the District, dated March 14, 2020 may make arrangements with their supervisor to work from home.
 - C. Any employee who has someone at home with one of the vulnerable conditions listed in the memo from the District, dated March 17, 2020 may make arrangements with their supervisor to work from home.
 - D. Any employee with a child or dependent that attends a closed school and cannot make childcare arrangements should notify their supervisor that they need to stay home.
 - E. If work from home is not possible, as determined by the supervisor, the employee is not expected to report to work.
- 7. <u>Employees Exposed to or III Because of COVID-19:</u> CSEA bargaining unit employees who are ill and/or exposed to COVID-19 shall be allowed to remain home with no loss of pay or benefits. The District may assign CSEA bargaining-unit employees, who are self-quarantining due to exposure to COVID-19, but who are not ill, to complete work at home.
- 8. <u>Essential Employees:</u> The District agrees to pay hourly, classified employees that are physically required to report to a work site by a supervisor an additional \$5.00/hour for all hours worked at the site.
- 9. <u>Additional School Days or Extended School Year:</u> In the event the District is required to extend the school year or add additional school days as a result of the public health crisis caused by COVID-19, the District and CSEA shall meet and negotiate the effects.

This Sideletter shall expire on June 30, 2020 or upon the opening of schools, whichever occurs first. This Sideletter may be extended by the mutual agreement of the parties.

Date

O4-27-2020

Date

04-14-2020

Date

04-14-2020

O4-14-2020

O4-15-2020