

**SEIU Local 99
Unit C
COVID-19 Sideletter**

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 Sideletter regarding school closures during the 2020-2021 school year in response to the novel Coronavirus (COVID-19) pandemic.

The parties recognize there is a need to reduce occupancy at school sites and move to remote/distance learning program and distance learning/in-person learning program to allow for social distancing as recommended by public health officials in order to 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 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 referenced in the attachments to this sideletter. The District will notify SEIU Local 99 if any additional classifications will perform these special duties and assignments.

- a. All Unit C employees not referenced in the attachments to this sideletter need to be available for their workday as typically assigned to meet District operational needs, unless changed via the process outlined in the 2017-2020 Unit C Collective Bargaining Agreement.
- b. Unit C employees need to report in person at their assigned location for work that needs to be performed on site.
 1. Employees approved 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.

- c. Employees with documented chronic health conditions as per COVID-19 public health guidelines, may request alternative shifts with minimal interaction with other employees. These requests shall not be unreasonably denied.

2. **Professional Development and Training:** The District shall ensure all Unit C employees receive the training necessary to perform any special duties and assignments as stipulated in this sideletter. 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 (equivalent of N-95)
- 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

The District and SEIU shall participate in an ongoing Safety Collaborative Committee which shall meet every two weeks 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 practices

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

- a. Differential - The District agrees to pay employees whose work cannot be completed remotely and are physically required to report to a work site by an administrator an additional \$3.50/hour for all hours worked during their regular assignment. This differential shall end on December 31, 2020 or when students return on site for a hybrid or regular instruction format, whichever occurs first.
- b. Employees that have been exposed to and/or have tested positive for COVID 19 will be eligible for 100% pay for ten (10) work days under the Emergency Paid Sick Leave Act (EPSL). Other eligible benefits remain accessible to employees under the Families First Coronavirus Response Act (FFCRA) and/or the Family Medical Leave Act. Employees who have exhausted their FFCRA benefits shall utilize their benefit time for compensation.
- c. There shall be no layoffs, furloughs, or reduction in regularly assigned hours_of regular employees.

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

6. **Term of Agreement:** This non-precedent setting sideletter shall be valid from the date it is executed until December 31, 2020 or until the District resumes regular, in person instruction, whichever comes first. Upon request, by either the District or SEIU Local 99, the parties agree to meet to review progress. The terms of this sideletter will be extended on a month to month basis while in a distance learning setting unless a party requests to end it ten (10) days prior to the end of the month. Except as modified herein, the parties' 2017-2020 Unit C Collective Bargaining Agreement shall remain in full force and effect pursuant to its terms.

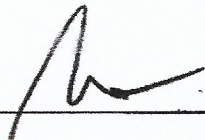
If any other LAUSD bargaining unit agrees to a differential higher than \$3.50/hour, such terms shall be offered to SEIU, and shall be implemented upon agreement by SEIU to such terms.

Date of agreement: _____

Los Angeles Unified School District

SEIU, Local 99

By: _____



By: _____



LOS ANGELES UNIFIED SCHOOL DISTRICT



SCHOOL BUS DRIVERS

Goals: The purpose of this document is to provide an overview of expectations for Los Angeles Unified School District Transportation School Bus Drivers during the interim period until we return to educating all students in brick and mortar public schools.

GUIDING PRINCIPLES

- Focus on equity and access - Support those in need the most
- Strive for excellence and high expectations - Find the balance between high expectations and recognizing the wide variations in the circumstances of students, families, and staff
- Model mutual respect - Value the input from all stakeholders and assume the best intentions for everyone involved in supporting our students
- Practice collaboration - Accomplish more by working with and caring for one another during these times

DEFINITION

The District is providing high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and/or independent study. There are many resources for teachers, parents, and students. L.A. Unified offers a wide range of subscription-based, paid online resources to continue learning, workbooks and other materials, as well as a historic partnership with PBS SoCal, KCET, and KLCS to bring over the air television programming aligned to K-12 standards directly into the homes of students without devices.

GUIDELINES AND EXPECTATIONS FOR SCHOOL BUS DRIVERS

1. The School Bus Drivers should be assigned work during regular school business hours. Regular school business hours are typically between 7:30am-3:30pm. School Bus drivers will be assigned to the closest school site/worksites to their home address on file based on the operational needs of the District. All concerns with assignments will be discussed with their respective Regional Transportation Manager.

School Bus Drivers will be assigned to provide logistical support at local L.A. Unified schools. Administrators/Principals should communicate with the School Bus Drivers and the staff they support about what each of their roles are.

2. Please see the following suggested activities Bus Drivers may perform:
 - a. Check in with Principal or Administrator.
 - b. Employees should be available to support school site staff depending on the daily needs of the school. This may include assisting with answering the telephone, and relaying information requests to the Administrator or designated staff.

LOS ANGELES UNIFIED SCHOOL DISTRICT



- c. Support administrator with logistical and safety issues at the worksite. When practicable, and based on the needs of students, the school site Administrator shall use Supervision and Campus Aides for logistical and safety issues. This may include the support of the contact tracing process. As the needs of the site may change, Bus Drivers will need to have flexibility in supporting the school. Additionally, Bus Drivers are encouraged to report safety concerns to the site Administrator or their designee.
- d. Receives and distributes office and student supplies, including devices and instructional materials, as necessary related to the school site assignment.
- e. Serve as an additional adult to sit in virtual classrooms as needed so that more than one adult is present. Bus drivers may also support tutoring. Bus drivers shall not serve as teachers in the classroom.
- f. Receives, sort, and distributes incoming and outgoing correspondence.
- g. As Bus Drivers understand varying transportation concerns, they may serve as a liaison from the school site to the Division of Transportation, by communicating any concerns or questions to the Regional Transportation Manager.
- h. Bus Drivers may assist the Administrator at the site, with operating various office equipment, based on their abilities and the needs of the school. Bus Drivers may request instruction or training on operating various equipment at the school site.
- i. Based on the needs and staff at the school, Bus Drivers may support the site by making contact related telephone calls and relaying appropriate information to the Administrator or other related school staff (ex. Coordinator, AP).
- j. Reports software and hardware problems to the ITD Helpdesk.
- k. Provide translation/interpretation for school personnel. Only staff with bilingual certification shall be asked to perform this task.
- l. An introduction to remote learning, such as provided to instructional aides will be accessible. Additionally, School Bus Drivers should work with the supervisor in choosing myPLN coursework related to their scope of duties and classification.
- m. Assist students with accessing District-approved technology using available job aids. School Bus Drivers will receive guidance on how to support students.
- n. For School Bus Drivers who do not have access to technology to assist our school communities, the employee should coordinate with their school site administrator for support. Equipment, technology, and internet access will be available at the school site.

LOS ANGELES UNIFIED SCHOOL DISTRICT



- o. School Bus Drivers should be ready and available to transport students and/or devices at the direction of the Director of Transportation or designee within the Transportation Department, such as Asst ABS, ABS, RTM, or Transportation Director once hybrid starts.
- p. When reporting to school sites, School Bus Drivers will report in uniform and should maintain the same dress code as if they were physically going to work.
- q. School Bus Drivers will be familiarized with the Ionized Mist Sanitization process that is provided to the Garage Attendants.
- r. School Bus Drivers may be assigned comparable duties to those listed above, as necessary to meet the needs of the District and support students.

Mandated child abuse and neglect reporting requirements remain in effect.

Transportation Services employees are expected to follow all District policies, bulletins, memorandums, informative, and guidelines regarding appropriate interaction with all stakeholders should they interact virtually or in a physical setting. Specific policies of importance include:

- Code of Conduct with Students
- Code of Ethics
- Responsible Use Policy (RUP)
- Bullying and Hazing Policy
- Sexual Harassment Policy Social Media Policy for Employees and Associated Persons
- Social Media Policy for Employees

Bus Drivers should follow regular Transportation normal protocol for absences and contact via telephone or email the Principal or Administrator. All employees should submit the required District absence claim per TSD's regular protocol. All 8 hour bus drivers will be paid at 8 hours, and all remaining will be paid at 7 hours.