

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES UNIFIED SCHOOL DISTRICT
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LOS ANGELES CHAPTER 500
FOR THE RETURN TO TRADITIONAL INSTRUCTION 2021-2022 SCHOOL YEAR**

This side letter is an agreement between the Los Angeles Unified School District (“LAUSD” or “District”) and the California School Employees Association and its Los Angeles Chapter #500 (“CSEA”) on the conditions required for District schools to commence traditional in-person instruction, effective June 23, 2021.

All CSEA bargaining unit members active as of December 31, 2021 shall receive a \$2,500 one-time stipend in consideration for providing additional services related to the COVID-19 pandemic and as a technology stipend.

- a. Bargaining unit members who enter into a settlement agreement resulting in resignation as a result of the vaccine mandate shall not be eligible for this stipend.
- b. This stipend shall be paid in a timely manner following approval by the Board of Education.

Section I: Required Health & Safety Conditions for In-Person Instruction

In-person instruction will continue for students at LAUSD school sites and CSEA bargaining unit members with the following health & safety conditions:

- A. On all matters relating to health & safety procedures and protocols, with the exception of matters otherwise addressed in this agreement, 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. In the event there is any change to the guidelines outlined above, the parties shall adhere to the most recent requirements set by the relevant agency. In the event any guidelines conflict, the parties shall adhere to the most protective guidelines.

Section II: Testing

- A. Testing frequency may be amended based on current safety conditions.
- 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 CSEA 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.

Section III: 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.

Section IV: Physical Distancing

The District shall ensure physical distancing in accordance with the most current LACDPH guidelines. Should LACDPH guidelines change on physical distancing, either party may reopen bargaining on this topic.

Section V: Additional Health & Safety Measures

- A. Masks - The District shall supply and require the use of masks for all staff and students and shall require all visitors to use a mask while on campus. 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. The parties agree to meet and bargain over potential changes to this requirement at the request of either party after September 1, 2021.
- B. Hand Sanitizer & Soap - The District shall comply with the following hand washing logistical requirements:
 1. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels.
 2. Every classroom shall be provided with hand sanitizer.
 3. Non-classroom workspaces shall be provided hand sanitizer.
 4. Hand sanitizer or portable hand washing stations shall be provided at designated ingress and egress point.
 5. 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.
- C. 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. Unit members shall not be expected to provide these services.

- D. Ventilation – The parties acknowledge the District’s installation of MERV-13 air filters in every LAUSD worksite, in accordance with the previous sideletters between the parties.
1. To further improve air quality at every worksite, the District is maintaining air filtration systems minimum efficiency reporting value (MERV) of 13 or better through at least October 1, 2021.
 2. 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.

Section VI: Additional Unit Member Issues

- A. Medical Accommodations - Employees seeking medical exemptions may engage their supervisor through the Reasonable Accommodation Process.
- B. 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.
- C. There shall be no layoffs that result in separation from the District of any CSEA bargaining unit members for the remainder of the 2021-2022 school year.
- D. Training – Bargaining unit members assigned to support a remote workplace ~~or online~~ program shall be provided training on any new software, procedures, or methods being implemented as part of said assignment.
- E. Permanent Return of Non-School Site Employees to In-Person Work – Effective the date of this agreement, the District shall provide no less than ten (10) work day notice before permanently returning a bargaining unit member who is currently working remotely to in-person work. This shall not prevent the District from requiring a bargaining unit member who is working remotely to occasionally report to the worksite. Either party may request to meet and negotiate over the continuation of remote work policies after September 1, 2021.

Section VII: COVID-19 Compliance Task Forces

- A. All school sites shall have a COVID-19 Compliance Task Force. CSEA shall have the right, upon request, to attend any meeting of a school’s COVID-19 Compliance Task Force. If CSEA identifies a school site as a worksite of concern because of an outbreak or reported lack of compliance with safety standards, CSEA shall have the right to appoint a representative to the school’s COVID-19 Compliance Task Force with fifteen (15) days’ notice to the District. If CSEA appoints a representative to a school’s COVID-19

Compliance Taskforce, that representative shall be provided training and compensated for their participation 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.

- B. The District shall maintain the LAUSD Health & Safety Practices Committee, comprised of one representative from each labor union representing employees in LAUSD and no less than four (4) appropriate representatives from LAUSD. The committee shall meet no less than once every two weeks to address health & safety compliance issues at District schools and work sites.

Section VIII: Term of Agreement

This non-precedent setting Sideletter shall be effective upon signing, review, and ratification by CSEA (if required by CSEA policy) 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.

The above is subject to ratification by CSEA membership and final adoption by the LAUSD Board of Education.

Date of Agreement: December 15, 2021

Los Angeles Unified School District

California School Employees Association,
Los Angeles Chapter 500

By: 
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Office of Labor Relations

By: 
Letetsia Fox, President


Alexander Moore (Dec 13, 2021 10:22 PST)
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