

**SIDELETTER BETWEEN THE LOS ANGELES UNIFIED SCHOOL DISTRICT AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND
ITS LOS ANGELES CHAPTER #500
REGARDING RETURN IMPACTS AND EFFECTS**

This memorandum is agreed between Los Angeles Unified School District (District) and the California School Employees Association and its Chapter Los Angeles #500 (together “CSEA”) concerning the impacts and effects of resumed District operations under COVID 19 conditions for the 2020-2021 school year.

The District and CSEA agree as follows:

1. Public Health Regulations and Recommendations:

- a. The District shall follow the Los Angeles County Department of Public Health (LADPH) regulations and recommendations for school reopening and closure.

2. Specific Safety Measures:

- a. The District believes in a best in class approach to ensure the health and safety of its employees and therefore commits to the following:
 - i. Symptom checks and screening
 - ii. Modified classroom and office layouts
 - iii. Physical distancing of 6+ feet
 - iv. One direction traffic in hallways
 - v. Requiring of face coverings
 - vi. Hygiene training
 - vii. Hand washing signs/instructions at all sites
 - viii. Electrostatic cleaning
 - ix. Disinfecting of desks, tables, and chairs
 - x. Upgrading air filtration systems to MERV 13 (equivalent of N-95)
 - xi. Disinfecting of high-touch surfaces
 - xii. Modifying of air circulation systems in compliance with public health best practices
 - xiii. Disinfecting equipment
 - xiv. Increasing of custodial staff as necessary to comply with increased disinfecting and cleaning demands
 - xv. Modifying room layouts
 - xvi. Posting of required signage
 - xvii. PPE kits that include face coverings for all staff at all worksites
 - xviii. Provide appropriate PPE to staff as required by their class description and the LADPH
 - xix. Soap, paper towels, and hand sanitizer in every classroom or office

- xx. Published health protocols
- xxi. Providing time for hand washing as necessary and dictated by the demands of a bargaining unit members assigned duties
- b. The District shall establish a working group to focus on safety issues related to COVID-19, including issues that arise as District operations and best practices evolve. The working group shall include two representatives from CSEA.
- c. **Outside Visitors and Groups:** The District shall enforce appropriate limitations on access to work sites, including screening, and requirements that the use of any district facility by an outside group comply with the District's health and safety plans and local health orders.
- d. **Charter School Co-locations:** The District shall ensure that organizations that are using the same facility have agreed to the same understandings about how to reopen in a healthy and safe way. The District shall establish a protocol for responding to site concerns regarding health and safety issues that arise during the pandemic that is collaborative and meets the needs of all stakeholders.
- e. **Unsafe Conditions:** All employees shall have the right, without retaliation, to refuse to perform work which they reasonably believe to be unsafe or unhealthful, if all of the following conditions are met:
 - 1. Where possible, the employee has asked the supervisor to eliminate the danger, and the supervisor failed to do so; and
 - 2. The employee must genuinely believe that a danger exists related to COVID 19; and
 - 3. A reasonable person would agree that there is a real danger or risk of illness;

Employees who refuse work shall remain available for reassignment at their scheduled worksite and during their scheduled work hours and may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment as determined by the District. The parties encourage all employees to take this step only as a last resort to ensure their health and safety.

3. Screening:

a. Screening for COVID-19:

- i. The District agrees to monitor staff, students, and visitors throughout the day for signs of illness and take appropriate action if an individual exhibits signs or symptoms of COVID-19.

- ii. The District shall encourage screening by staff, students, and visitors and instruct staff in the proper way to self-screen before leaving home for their shift.

4. Testing and Tracing: The District and CSEA shall continue to discuss and if necessary, negotiate the effects of a comprehensive testing and tracing plan.

5. Leave:

- a. **COVID-Related Leave:** In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, the employee shall isolate for the duration recommended by a qualified healthcare provider. The District may request a note from a medical provider or other evidence indicating a bargaining-unit employee's eligibility for this leave. Employee will be compensated utilizing benefits from the Families First Coronavirus Response Act (FFCRA) or their own benefit time.
- b. **No loss of pay during COVID-19 related closures:** In the event a District facility must be closed, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure, assuming employees have not declined alternative assignments in order to continue working.
- c. **No extension of probationary period during COVID-19 related closures:** No probationary bargaining-unit member shall have their probationary period extended because of the closure of their worksite or the school district due to COVID-19, so long as they are available and willing to perform duties from home or otherwise as assigned by the District.
- d. **Leaves Provided by the FFCRA:** The parties recognize that such leave shall be available to all District employees in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.
- e. **Intermittent Use of Leave:** The District shall continue its current policy and practice of permitting intermittent use of leaves.
- f. **Use of All Leave for Childcare Issues:** Employees may use all existing forms of leave to address childcare or family care issues.

6. Accommodation:

- a. **Accommodation Options:** The District agrees to support staff who are at higher risk for severe illness, who cannot safely distance from household contacts at higher risk, who are caring for an individual subject to a public health order or who is advised to self-isolate by a medical professional, or who is caring for a child whose school or place of care is closed or whose childcare provider is unavailable due to COVID-19, by considering accommodations such as, but not limited to, work from home arrangements, K-8 student supervision if working at a school site, flexible schedules, intermittent use of leaves, physical barriers,

changing workstations, a temporary negotiated change in duties, or a temporary transfer to another worksite. Such accommodations shall not be unreasonably withheld.

- b. **When Accommodations are Not Possible:** If accommodations are not practicable, the employee shall be permitted to remain on an unpaid leave of absence and will not be terminated from District service.
- c. **Reopen Accommodations Language:** On or after November 1, 2020, CSEA may reopen Accommodation Section 6.

7. Modified Schedules and Work From Home During the COVID-19 Pandemic:

- a. **Preference for Working from Home:** Employees will work remotely whenever possible, as determined by the District. The District, through its supervisors and administrators will make every effort to accommodate an employee to work from home.
- b. **Flexible Work Schedules:** The District shall grant flexibility when it comes to permitting flexible work schedules to address a bargaining-unit employee's need, while considering the District's operational needs. Any bargaining-unit employee may adjust their scheduled work hours with the approval of their supervisor.
- c. **Physically Reporting to Work:**
 - i. Bargaining-unit employees who are working from home may be required to report to work at a District site periodically.
 - ii. In the event a bargaining-unit employee who is telecommuting is asked to report to a District work site, the District shall provide no less than one business day notice prior to the time they are required to report, except in the case of an emergency.
- d. **Necessary Equipment:** The District will provide bargaining-unit employees with the equipment needed to perform their assigned duties while working from home upon request to the supervisor. If such equipment is not readily available, the employee may be required to work at the site until such equipment becomes available unless otherwise accommodated.
- e. **Employee Availability:** While working from home, CSEA bargaining-unit employees are expected to be available during their designated working hours. This includes being available to receive phone calls from the site supervisor, and regularly monitoring their LAUSD email within each work day.
- f. **Interruptions Caused by Family Circumstances:** The parties recognize that many bargaining-unit employees may have children and family circumstances that may result in occasional unexpected interruptions to the performance of their duties. Bargaining-unit employees shall not be subject to discipline if their duties are occasionally interrupted by such circumstances.
- g. **Work After Hours:** The District agrees that bargaining-unit employees shall not be required to monitor their work email or work telephone calls outside of their

designated working hours. If a District Administrator/Manager/Supervisor contacts an employee and requires work to be done outside of a bargaining-unit employee's designated working hours, the CSEA bargaining-unit employee will be compensated based on the time required to complete the assignment.

- h. **No Impact on Probation:** A modified work schedule or a work from home arrangement shall not serve as cause to extend a probationary bargaining-unit employee's probationary period.

8. Compensation and Benefits:


- 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 at the site during their regular assignment, retroactive to August 17, 2020. This differential shall end on December 31, 2020 or when students return on site for a hybrid or regular instruction format, whichever occurs first. If any other bargaining unit receives a differential greater than \$3.50/hour, such terms shall also be offered to CSEA.
- 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. Employees who have tested positive but are not experiencing symptoms may arrange to work from home when feasible.
- c. There shall be no layoffs, furloughs, or reduction in regularly assigned hours of regular employees.

- 9. Evaluation During the COVID-19 Pandemic:** For fiscal year 2020-2021, permanent employees may request an exemption from the evaluation process. This request must be made in writing by December 31, 2020. The District shall notify employees of this option and explain the process for making the request by October 15, 2020 by District email. The existence of an accommodation, work from home arrangement, flexible work schedule, or use of leaves shall have no bearing on any evaluation of any employee.

- 10. Modified Duties During the COVID-19 Pandemic:** Subject to written agreement from CSEA, the District may temporarily modify an individual's or entire classification's duties for a part of or the duration of the COVID-19 pandemic. All such modifications shall end no later than the expiration of this agreement unless otherwise negotiated. CSEA may request to negotiate the specifics of such a modification prior to providing its agreement.

- 11. Transfer of Unit Work:** The District shall not use a bargaining-unit employee's need for an accommodation or leave as cause to transfer that employee's duties outside of the bargaining unit but may make reasonable temporary adjustments to classes outside of the bargaining unit in order to ensure continuity of services in these instances. Any such "reasonable temporary adjustments" shall end at the expiration of this agreement unless otherwise negotiated.
- 12. Further Negotiation:** If governmental orders or public health best practices necessitate a change to the District's response to COVID-19 that has an impact on the working conditions of bargaining unit members, the District will negotiate with CSEA as required by the Educational Employment Relations Act (EERA).
- 13. Compliance with further governmental orders:** The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees and will bargain as needed over the effects of such further directives.
- 14. Duration of Agreement:** This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on December 31, 2020, or the return of students to school sites in a physical setting, whichever comes first.
- 15. Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

Dated: August 24, 2020

By: 

For the District

Dated: August 24, 2020

By: Francis Parish

Dated: August 24, 2020

By: 

For California School Employees Association

August 24, 2020

