

**Los Angeles Unified School District and  
Service Employees International Union Local 99  
Sideletter regarding reopening sites to limited populations  
February 19, 2021**

**Expansion of student and parent service**

The union and the employer agree that it is urgent to restore services to students starting with the most vulnerable and gradually achieve in person instruction. However, this must be balanced with the health and safety of the workers doing the work as well as for the students and parents. The parties acknowledge that it is important to recognize the needs of those communities that are hardest hit which also tend to be communities of low income and disproportionately black and brown communities.

Therefore, the Los Angeles Unified School District (“District”) and Service Employees International Union Local 99 (the “Union”) agree to the following:

1. The District will be reopening its sites to limited populations beginning the week of March 1, 2021. SEIU members being required to return to work in person no earlier than March 4, 2021, will do so provided they have been offered access to the vaccine. The District will update SEIU during the week of February 22, 2021 regarding the availability of vaccines. The District intends to further expand services to limited populations by March 8, 2021. SEIU members required to return to work on or after March 8, 2021, will do so provided they have been offered access to the vaccine.
  - a. Employees required to provide in person services at the Grab and Go, Procurement Services, testing, vaccination, childcare or other sites shall be prioritized for receipt of the vaccine being offered by the District as available inventory and County guidelines allow.
  - b. Upon an applicable Safer at Home order, the District will immediately close down the providing of student services to ensure compliance with the Safer at Home order. Essential services such as Grab and Go, testing and vaccinations will be continued during this time.
  - c. If any worksite exhibits an outbreak, the District will adhere to County guidelines and take necessary actions to address site conditions.
2. Employees required to quarantine by the District will be paid without the use of the employee’s benefited time. Additionally, employees may use any applicable and approved State, Federal, or Workers Compensation benefits. Additionally, the District shall make whole all benefited time used by any employee as a result of having to quarantine or recover from COVID-19 from December 1, 2020 until the District reopens its sites to limited populations.
3. The District agrees to continue the \$5.00/hour differential while the District remains non-hybrid.

4. Employees without healthcare supporting COVID response services such as Grab and Go, testing, vaccines and childcare services will be provided healthcare through the duration of this agreement. This shall be applied retroactively to December 1, 2020. Any healthcare benefit shall remain in effect until June 30, 2021 (provided they are in District service for at least one day in a month). The Union and the District agree that they shall meet to discuss the potential ongoing health concerns of workers as a result of COVID-19 exposure at the District and shall determine how to best support those employees.
  
5. The District agrees to implement an anonymous centralized hotline whereby SEIU employees will be able to report safety concerns related to COVID that have been reported to the site administrator that have not been resolved. The District will provide SEIU with a summarized biweekly compliance report on reported issues. Furthermore, the currently established safety committee shall, upon request, meet weekly to discuss and monitor safety conditions at the sites and/or the District as a whole. This committee shall be empowered to make recommendations that the District agrees to rectify promptly as needed. SEIU shall have the right to assign a school site designee to serve on the school site COVID-19 Compliance Task Force established by the District. Training for participants shall be made available on MyPLN.

### **Term of Agreement**

Unless otherwise stated in any section in the above document, this Sideletter shall be valid from the date it is executed until June 30, 2021 or until the District resumes in person instruction, whichever comes first. These terms may be extended by mutual consent.

For the Union



Max Arias, SEIU Local 99 Executive Director

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For LAUSD

