

8-23-21 CSEA Proposal
9-22-21 District Counter Proposal
9-27-21 CSEA Proposal
9-30-21 District Counter Proposal
10-5-21 CSEA Counter Proposal
10-8-21 District Counter Proposal*
10-11-21 District Counter Proposal
10-11-21 CSEA Counter Proposal
10-15-21 District Counter Proposal

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES UNIFIED SCHOOL DISTRICT
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LOS ANGELES CHAPTER 500
NEGOTIATED EFFECTS OF THE DISTRICT’S MANDATORY COVID-19 VACCINATION POLICY**

This is an agreement between CSEA and its Los Angeles Chapter #500 (hereafter “CSEA”) and the Los Angeles Unified School District (“District”).

The District is committed to providing the safest possible environment in which to work and learn for all District employees and students through the following:

1. The District will inform CSEA represented employees about vaccine availability and procedures for receiving vaccinations. The District will update this information regularly and communicate significant updates directly to classified staff and CSEA. CSEA shall receive a copy of any mass employee communications regarding the mandatory vaccination policy. Vaccination information is available at <https://achieve.lausd.net/Page/17454> and <https://achieve.lausd.net/covidvaccine>
2. Vaccination and Testing mandated by the District shall be at no-cost to employees.
3. The District will provide CSEA represented employees with up to three (3) hours of paid time during their workday to receive each required vaccination injection. This includes travel time.
 - a. CSEA represented employees may be allowed up to three days of MSND for vaccine reaction, to be determined on a case-by-case basis. The District shall not unreasonably withhold this vaccine reaction leave. Employees experiencing any reaction to the vaccine prohibiting them from returning to work for more than three days will coordinate with their supervisor to determine if there is work that can be done remotely. If remote work cannot be performed, employees may avail themselves of benefited time.
 - b. CSEA represented employees may be allowed to submit verifiable vaccination documentation from a health care provider.

- c. CSEA represented employees should notify their supervisor one day ahead (and secure a substitute if applicable) if they are scheduling and appointment during their workday.
4. CSEA represented employees may be allowed to take up to three (3) hours during their workday to take a dependent to be vaccinated. This includes travel time.
5. Upon written request, proof of appointment with their healthcare provider, and proof of vaccination following that appointment, an employee will receive up to two (2) hours of paid time during their workday to attend an appointment with their healthcare provider to discuss the COVID-19 vaccine. This is to further encourage vaccination and in recognition that healthcare providers/family doctors are a trusted source for information on vaccination. Employees shall notify their supervisor at least two (2) working days before their appointment if their appointment if they are scheduling an appointment during their workday. Supervisors may, at their discretion, allow employees to attend appointments with less than two (2) working days' notice. This leave shall be retroactive to August 13, 2021, the date that the District announced its vaccine requirement.
6. CSEA represented employees who are on leaves approved prior to the signing of this agreement, shall not have their leaves cancelled or interrupted due to vaccination status.
7. CSEA and the District shall both encourage employees to get vaccinated. The District shall continue to provide a way for employees to ask questions or express concerns and receive factual, supportive responses in an effort to encourage vaccination. The District shall continue to provide multiple forms of outreach for employees, to encourage vaccination and provide a way for employees, to receive factual, supportive resources to their concerns about vaccination.
8. The District will notify CSEA and its represented employees if the vaccine mandate is no longer in effect.
9. The District and CSEA shall conduct additional negotiations if the administration of the vaccine mandate changes any CSEA represented employees job duties.
10. If the District deploys any CSEA represented employees from non-school sites to school sites to cover vacancies caused by its vaccine mandate the following requirements shall apply to said deployment:
 - a. The District shall meet and negotiate with CSEA if the deployment will last longer than five (5) working days.

b. The District shall comply with the Education Code and Personnel Commission Rules regarding out of class work and assignments.

11. All other terms and conditions of the Parties Collective Bargaining Agreement remain in full force and effect including but not limited to Article V.

12. This non-precedent setting Sideletter shall be effective upon signing and ratification by CSEA membership 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.



Letetsia Fox Nov 29, 2021



Anthony DiGrazia
Director of Labor Relations

December 13, 2021



Franny Parrish Nov 29, 2021



Alexander Moore (Nov 29, 2021 13:23 PST)

Alexander Moore Nov 29, 2021