

SIDE LETTER OF AGREEMENT

BETWEEN THE LAKESIDE UNION SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") AND ITS LAKESIDE CHAPTER NO. 240

This Side Letter of Agreement (hereinafter "Agreement") is entered into by and between the Lakeside Union School District (hereinafter "District") and the California School Employees Association and its Lakeside Chapter No. 240 (hereinafter "CSEA") regarding the temporary changes to District schools as a result of the novel coronavirus (COVID-19) public health emergency.

The District and CSEA recognize the importance of continuing to serve students and deliver high quality instruction and services through distance learning and possibly staggered instruction during the school closure. The District and CSEA recognize that schools are critical to daily life and that many classified employees are considered essential workers during the public health emergency. We agree that continuity of District operations should be maintained, and the provisions contained in this Agreement should be made for District employees who are impacted by the pandemic.

The District and CSEA agree as follows:

Compensation

1. The District will continue to compensate all unit members who continue to perform work duties or who are on an approved paid leave of absence. In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining unit employees will not suffer an involuntary reduction in regularly assigned time absent a layoff.

Leaves

2. In the event a CSEA bargaining-unit employee is exposed to COVID-19, tests positive for COVID-19, or presents with symptoms of COVID-19 (fever, cough, or difficulty breathing) such employee shall use the appropriate accrued leave for time off work relating to such symptoms.

3. Subject to District approval, Employees shall have the ability to use leave consistent with the current law and the District's operational needs. The District will not discharge, discipline, or discriminate against employees who lawfully take paid sick leave or expanded family and medical leave under the Families First Coronavirus Response Act (HR 6201).
4. Any unit member on an approved leave of absence, prior to and continuing during the closure of schools, will continue as originally approved.
5. Notwithstanding Article 19.7 of the Parties' collective bargaining agreement, employees who have accrued more than one (1) year's earned vacation (excess vacation) at the end of the 2019-2020 fiscal year may carry such excess to December 31, 2020. Any excess vacation leave must be exhausted by December 31, 2020.

Safety

6. Without providing personally identifiable information, the District will inform CSEA as soon as practicable should it learn a District employee or student is confirmed or presumptively positive for COVID-19 and was present at a District school or facility during the presumed incubation period and/or after such period. Such notice shall identify which District school or facility may have been exposed.
7. The District will provide training to unit members who physically report to work during the school closure in public health measures, hygiene, and sanitation to help prevent the spread of the novel coronavirus. The District shall monitor the health orders applicable to San Diego County public school districts and their employees and will provide the personal protective equipment ("PPE") required therein. (The parties recognize there may be shortage of supplies but will make every effort to supply required PPE.)

Classified Service Work

8. During the changes to instruction or curtailment of operations resulting from the COVID-19 public health emergency, the District may require unit members to perform their regular work assignment (at their regular workplace or remotely) or work outside of their regular work assignment pursuant to Government Code § 3100.

9. Absent approved leave, unit members shall report to their physical workspace as directed by their supervisor.
10. Remote work arrangements shall be entirely at the District's discretion, and no grievance or appeal right may arise from denial of any employee request for remote work. Absent approved leave, during their duty hours, unit members approved to work remotely shall:
 - a. Comply with all District policies, administrative regulations, work schedules, and job assignments;
 - b. Continue to perform their job duties within regular work hours established for the position, unless otherwise agreed upon by the Superintendent or designee in writing;
 - c. Conduct their work in a location that is safe and free of obstructions, hazards, and distractions;
 - d. Report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practicably possible;
 - e. Take appropriate, uninterrupted meal and rest breaks, and shall provide their supervisors with records of the hours they work;
 - f. Notify their supervisor when unable to work due to illness, equipment failure, or other unforeseen circumstances;
 - g. Remain in regular communication with their supervisors;
 - h. Ensure they periodically monitor their voicemail and District email; and
 - i. Be on-call and available to physically report to work as needed.
11. Absent approved leave, unit members directed by their supervisor not to physically report to work shall:
 - a. Be ready, willing, and available to work;
 - b. Be accessible by phone; and
 - c. Be ready and able to report to their physical workspace within one (1) hour.
12. Unit members are prohibited from engaging in for-profit activities during their duty hours.
13. The District may temporarily modify unit members' work schedules during the school closure. Such changes shall not result in the right or entitlement of any unit member to continue working such modified work hours. Employees directed to work more than eight (8) hours per day or more than forty (40) hours per week shall receive overtime pay.

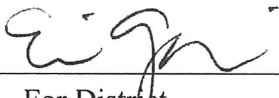
Miscellaneous

14. The Reopener Clause in the 2016-2019 Collective Bargaining Agreement between the Parties provides in relevant part that "Article 10 (Salaries) and Article 12 (Employee Benefits) shall reopen automatically provided that either party submits an initial proposal to the Governing Board no later than May 1." (Article 26.1). For initial proposals regarding 2020-21 reopeners only, the Parties hereby agree to extend the Article 26.1 May 1st deadline to submit initial proposals to the Governing Board to June 10th, 2020.
15. All components of the operative Collective Bargaining Agreement between the District and CSEA not addressed by the terms of this Agreement shall remain in full effect.
16. The District and CSEA agree that this Agreement shall not be admitted into evidence or used by either party against the other as evidence of any violation of the collective bargaining agreement between the parties, any precedent or practice of the parties, unfair practice charge, or any violation of law in any administrative or judicial tribunal of any kind or nature, except to prove a violation of this Agreement.
17. The terms of this Agreement shall apply only during the time period when the District's provision of instruction and services is changed due to the COVID-19 public health emergency. This Agreement shall automatically expire when in-person instruction fully resumes.
18. This Agreement is non-precedent setting. This Agreement resolves any and all negotiable impacts and effects related to COVID-19 school closure and changed provision of instruction and services. Upon written request by CSEA, the parties will meet to discuss the potential implications of new changes due to COVID-19. The District and CSEA reserve the right to negotiate any impacts and effects unrelated to the school closure and changes in instruction and services due to COVID-19.

[CONTINUED ON FOLLOWING PAGE]

19. This Agreement is subject to ratification by the District's Governing Board and CSEA's internal process, the contents of this Agreement represent the sole and only agreement of the Parties as to all issues related to its contents, and neither Party has relied upon any representations by the other which are not set forth in this Agreement.


Dated: 5-6-2020

By: 
For District

Dated: 5-7-20

By: 
For CSEA

Dated: 05/07/2020

By: 
For CSEA

Date Ratified By the District's Governing Board: 5-14-2020