

**LAKESIDE UNION SCHOOL DISTRICT'S COUNTER PROPOSAL FOR A SIDE
LETTER OF AGREEMENT**

**BETWEEN THE LAKESIDE UNION SCHOOL DISTRICT AND
THE LAKESIDE TEACHERS ASSOCIATION
REGARDING THE COVID-19 PUBLIC HEALTH EMERGENCY**

5:50 p.m. August 10, 2020

This Side Letter of Agreement (hereinafter "Agreement") is entered into by and between the Lakeside School District (hereinafter "District") and the Lakeside Teachers Association (hereinafter "LTA") regarding the changes to District schools as a result of the novel coronavirus (COVID-19) public health emergency.

The District and LTA recognize the importance of continuing to serve students and delivering high quality instruction, including through distance learning, during the changes to District schools as a result of the novel coronavirus (COVID-19) public health emergency. The parties agree that it is imperative to serve students and deliver high quality instruction during the public health emergency. The parties recognize that schools are critical to daily life; that teachers are considered essential workers during the public health emergency; and that continued and regular interaction between teachers and students is necessary to support student well-being and learning.

Compensation and Benefits

- A. The District will continue to compensate all unit members who continue to perform work duties or who are on an approved leaves of absence.
- B. The District will issue a one-time, only, stipend in the amount of two hundred fifty dollars (\$250) to any unit member who provides both synchronous instruction or related services and in-person instruction or related services to students during the 2020-2021 school year.
- C. The District will compensate unit members on a pro rata basis for any Board approved stipends to the extent that unit members actually perform the stipend work.

Evaluations

- A. Evaluations will be conducted for the 2020-2021 school year.
- B. Evaluations will also be conducted for any unit members who were scheduled to be evaluated for the 2019-2020 school year but were not evaluated.

In-Person Instruction

- A. 2020-2021 instructional models may include: distance, hybrid/blended or both distance and in-person instruction, or in-person instruction.
- B. Provided the District is authorized to reopen, the parties are committed to providing in-person instruction for the 2020-2021 school year.
- C. When the District is authorized to reopen for in-person preschool, Preschool Teachers will be directed to report to their physical worksite.
- D. The District in its sole discretion will determine which unit members will be assigned to in-person instruction and which unit members will be assigned to teach distance learning (either remotely or at their physical worksite).

Distance Learning

- A. The parties recognize that the District is required to provide a distance learning option, and that it will do so consistent with all of the requirements set forth in Education Code sections 43500-43504. The Superintendent will continue to seek input from the LTA on distance learning and will provide opportunities for unit members to give feedback on the effectiveness and challenges of the distance learning model.
- B. The parties understand and agree that the District may reassign/transfer unit members to different grade level(s), instructional model, and work locations. When the District initiates a change, these shall be made in accordance with Article 10.5 of the parties' 2019-2022 Collective Bargaining Agreement ("CBA"), but no date restrictions or timelines shall apply. If the District involuntarily transfers a unit member's physical worksite from one District site to another District site, Article 10.8 of the CBA shall apply. Article 10.8 shall not apply when unit members working remotely are directed to report to their physical worksite, or vice versa. When a unit member would like to request assignment to a vacancy, Article 10.4 shall apply. With the exception of staffing

for the 2021-2022 school year, Article 10 is otherwise suspended for the 2020-2021 school year. Following the 2020-2021 school year, unit members involuntarily transferred pursuant to this Agreement shall receive first priority to vacancies for which they are qualified at their 2019-2020 school site.

- C. To ensure that teachers are provided the most professional working environment and all of the supports and resources necessary to provide the highest level of quality instruction to students, the District in its sole discretion may require unit members to physically report to work for their regular contractual work hours as set forth in Article 11 of the parties' CBA. Examples of when the District may require unit members to physically report to work include, but are in no way limited to: perform student assessments, provide related services, convene small group instruction or intervention, and to provide distance learning with access to technological and administrative support.
- D. The hours of unit members' regular workday set forth in Article 11 of the CBA will not change.
- E. The District shall start the 2020-2021 school year in distance learning with unit members assigned to work remotely with the exception of Preschool Teachers, who may be assigned to report to their physical worksite. Remote and/or in-person work arrangements shall be entirely at the District's discretion, and no grievance or appeal right may arise from denial of any unit member request for remote work or the District's determination to require unit members to report to their physical worksite, including during distance learning. Absent approved leave, during their duty hours, unit members approved to work remotely shall:
 - 1. Comply with all District policies, administrative regulations, work schedules, and job assignments;
 - 2. Continue to perform their job duties in accordance with their contractual work hours;
 - 3. Conduct their work in a location that is safe and free of obstructions, hazards, and distractions;
 - 4. Report to their supervisor any serious injury or illness occurring in the home workspace or in location with their employment as soon as practicably possible;
 - 5. Notify their supervisor when unable to work due to illness, equipment failure, or other unforeseen circumstances;

6. Take appropriate, uninterrupted meal and rest breaks, and shall report the hours they work to their supervisor;
 7. Remain in regular communication with their supervisors, including monitoring their voicemail and District email throughout their workday;
 8. Be on-call and available to physically report to work within twenty-four (24) hours; and
 9. Report to their assigned worksite when equipment, materials, and/or supplies are needed, as no reimbursement for equipment, materials, and/or supplies available at the school sites will be provided.
- F. Unit members are prohibited from engaging in for-profit activities, such as tutoring, during their regular workday.
- G. If Preschool Teachers are not directed to report to their physical worksite to provide in-person preschool, they may be assigned to provide and/or assist with distance learning, including on a substitute basis.
- H. Unless otherwise directed due to a classroom or school closure, unit members assigned to work remotely will have access to their classrooms and/or on-site work areas.
- I. The District and LTA agree that it is in the best interests of efficiency and high-quality instruction for unit members to collaborate during distance learning to the extent practicable. The District will assist unit members with coordinating such collaboration (for example, by utilizing PLC time) and will provide opportunities for unit members to share distance learning resources. When the District is not offering any in-person instruction to students, PLCs shall be online.
- J. When distance learning is being provided to students, the District will attempt to provide such unit members with 24 hours' notice for any work meetings so that unit members can make necessary arrangements to be available by phone, video conference, or in person for such meetings.
- K. As directed by the District, unit members will be required to provide robust and vigorous distance learning including but not limited to daily student participation, daily live interaction, student engagement, progress monitoring, parent progress updates, daily maintenance of a weekly engagement record, and student reengagement. As determined by the District, unit members will utilize a consistent, district-wide learning platform and an identified and consistent method to communicate with parents. Students in distance

learning must receive instruction that is equivalent to the content and curriculum used in the regular course of study.

- L. The District will provide a distance learning option during the 2020-2021 school year in a manner consistent with the requirements set forth in Education Code section 34503(b), and will determine the kinds and levels of services to be provided and the methods and means of providing them. For distance learning, the District may implement video/audio lessons, assignment and work packets, asynchronous learning, and synchronous distance learning (students and teachers are online at the same time and interacting in real time, via video conferencing or live-streaming) in an amount of time that is grade level dependent and determined by the District. However, the District will not require that all teachers in each grade band maintain the same daily schedule. At a minimum, the total student instructional minutes shall be provided to each student each school day. At a minimum, over five (5) school days, the daily average synchronous instructional minutes for students and teachers, per grade band, will be as follows:

Grade Level	Total Student Instructional Minutes	Students' Average Daily Synchronous	Teachers' Average Daily Synchronous
TK	NA	63+	220
Kindergarten	180	63+	220
1st - 5th	240	84+	244
6th - 8th	270	126*	174

+Elementary grade teachers shall provide an additional 30 minutes per day, 4 days per week to students who qualify for Designated ELD and/or academic supports. This 30 minutes of additional instruction qualifies as synchronous time for teachers.

*20 minutes of intervention ("Just In Time") support for each core content class.

- M. In its sole discretion, the District may revise the distance learning plan to ensure that distance learning is legally compliant and as effective as the regular course of study.
- N. Classroom unit members, including Special Day Class teachers, shall ensure their students receive the above-referenced instructional minutes requirements. Because students with exceptional needs receive services in an amount and frequency set forth in their Individualized Education Program ("IEP"), synchronous/asynchronous instructional

minute minimums do not apply to non-classroom unit members, such as resource specialists and related service providers.

- O. Synchronous instruction shall be delivered to whole and small groups of students and shall include the following components: social-emotional learning, language arts, math, history, social science/science, English language development, and intervention (“Just in Time”).
- P. In the time not reserved for synchronous instruction addressed in Paragraph “L” or professional learning communities (PLC) (Article 11.1.4 of the parties’ CBA), classroom teachers shall plan instruction and/or services for synchronous and asynchronous learning, provide student feedback and grading, monitor student activity, gather formative and summative information, participate in IEP, SST, and 504 meetings, and other duties (Article 11.1.1 of the parties’ CBA and the applicable position description).
- Q. The District will provide professional development, such as coaching on matrices and facilitated unit development, to unit members to deliver distance learning. When this professional development is provided outside of unit members’ contractual workday, it will be voluntary and unit members shall be compensated hourly at the Staff Development Presenter/Preparation/Attendance rate set forth in Article 15 of the parties’ CBA.
- R. The District will provide unit members with appropriate software and technology for distance learning and will work with unit members as necessary to ensure that they have the requisite technology devices to support students during distance learning. Digital platforms shall conform with applicable privacy laws.
- S. The District will provide all necessary materials and learning devices to students as soon as practicable.
- T. The District will issue Online Distance Learning/Technology Parent User Agreements to protect the privacy of unit members during distance learning, including the prohibition of the unauthorized use of listening or recording devices consistent with Education Code section 51512. In addition to continuing to enforce the rules for student conduct set forth in Board Policy, the District will issue written rules for student conduct during distance learning.

Special Education

- A. The District will continue to collaborate with the Director of Special Education and special education department unit members and will provide opportunities for special

education department unit members to give feedback on the effectiveness and challenges of assessments, individualized education program (IEP) team meetings, and the provision of related services amidst the pandemic.

- B. Non-classroom unit members will create their own schedules, in collaboration with classroom teachers and administrators, based on the needs of the students they serve and consistent with their IEPs.
- C. Non-classroom unit members shall provide direct and indirect daily instruction/services, inclusive of whole group instruction, small group instruction, conferring with students, office hours, assessment, and collaboration with families and outside agencies, including participation in IEP, SST, and 504 meetings. Direct IEP services shall be provided live (synchronous or in-person) and in accordance with each student's IEP.
- D. Student assessments shall be performed in-person with the exception of observations, which may be conducted during synchronous instruction as needed, and interviews with parents and staff, which may be conducted by phone or video conferencing.
- E. When necessary to address IEPs and/or assessments backlogged due to the spring 2020 school closure, the Director of Special Education and the site administrator may approve additional hours on an individual basis. For the duration of this Agreement only, any such additional hours shall be compensated at 1/7 the individual unit member's daily rate per hour and shall be conducted outside the individual service provider's contractual work hours.

Safety

- A. The District shall provide a safe working environment and shall implement health and safety protocols consistent with the District's COVID-19 Prevention Plan(s). The District will monitor and consider guidance issued by the County of San Diego Health and Human Services Agency and school specific guidance and recommendations referenced therein, and the District may update its COVID-19 Prevention Plan to stay current with expert advice regarding the prevention of COVID-19.
- B. The District will provide training to unit members regarding the District's COVID-19 Prevention Plan, including the health and safety protocols set forth therein. These protocols include public health measures, hygiene, and sanitation to help prevent the spread of COVID-19.

- C. Unit members will be notified by email about school closures, closure extensions, reopenings, and/or partial reopenings as soon as practicable.
- D. Consistent with Government Code section 825, et seq., the District shall defend and indemnify any unit member against any claim or action for an injury "arising out of an act or omission occurring within the scope of his or her employment..." during the COVID-19 public health emergency.
- E. When unit members are required to physically report to their worksite, the District and unit members will follow the operative San Diego County Health Officer order(s) as they apply to public schools, including required testing and screening measures applicable to students and/or staff, facility capacity, face covering(s), and distancing requirements.
- F. In order to protect the privacy rights of unit members, the District will issue unit members an Agreement Regarding Temperature Screening, Symptom Screening, and COVID-19 Testing before in-person instruction fully resumes.
- G. Before the beginning of the school year, the District will provide hand soap and/or sanitizer for every bathroom and classroom or workstation.
- H. Unit members must follow applicable directions for any cleaning solvent. The District will offer electronic training for unit members regarding the use of disinfecting wipes. Should unit members use disinfecting wipes on District property, they must first complete the training required by the Healthy Schools Act for such products. Absent prior written approval, the District will not reimburse unit members for cleaning products purchased by unit members.
- I. In accordance with the District's COVID-19 Prevention Plan, the District will ensure school facilities are adequately cleaned and sanitized.
- J. The District will issue to each unit member three clear face shields and two replacement shields. When face coverings or other personal protective equipment (PPE) are required by the San Diego County Health Officer order(s) applicable to the District, the District will provide unit members access to conforming face masks and/or PPE.
- K. As soon as practicably possible, unit members shall report their supervisor in writing any concern regarding an unsafe condition, serious injury, or illness in connection with their employment. The District shall investigate said reported unsafe condition and as appropriate, advise the employee of any finding(s) and corrective action(s).

Leaves

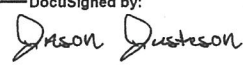
- A. Any unit member on an approved leave of absence, prior to and continuing through the closure of schools, will continue as originally approved.
- B. Unit members shall have the ability to use leave consistent with the current law and the District's procedures. Unit members shall submit leave requests to the District as soon as the need for such leave is known to the unit member. When requesting leave pursuant to the Families First Coronavirus Response Act (FFCRA), unit members shall submit to the District medical verification in support of requests for paid sick leave and adequate documentation in support of requests for expanded family and medical leave under FFCRA. The District will not discharge, discipline, or discriminate against unit members who lawfully take paid sick leave or expanded family and medical leave under the FFCRA.
- C. Unit members who provide to the District's Human Resources Department medical documentation of limitation(s) and/or restriction(s) shall engage with the District in an interactive process in accordance with the Americans with Disabilities Act of 1990.
- D. When unit members who take leave related to the novel coronavirus (COVID-19) for less than one school year, the District shall return such unit members to their prior assignment when District and site needs permit.

Miscellaneous

- A. All components of the current Collective Bargaining Agreement between the District and LTA not addressed by the terms of this Agreement shall remain in full effect.
- B. The terms of this Agreement shall expire June 20, 2021, or when the public health emergency due to COVID-19 ends, whichever occurs first.
- C. This Agreement is not effective until ratified by the Governing Board of the District and the LTA.

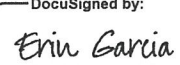
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This Agreement is non-precedent setting. This Agreement resolves any and all negotiable effects of the COVID-19 public health emergency and includes the following "Subject Matters": Compensation and Benefits, Evaluations, In-Person Instruction, Distance Learning, Special Education, Safety, and Leaves. The District and the Association agree that during the term of this Side Letter of Agreement, each party may reopen one (1) Subject Matter of the party's choice. The parties may reopen additional Subject Matters or new subject matters related to COVID-19 only by mutual agreement. The District and LTA reserve the right to negotiate any impacts and effects in the 2020-2021 school year unrelated to the COVID-19 public health emergency.

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For the LTA

8/10/2020

Dated

DocuSigned by:

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For the District

8/10/2020

Dated

Ratified by the Governing Board on 9-10-2020