

SIDE LETTER OF AGREEMENT
BETWEEN THE LAKESIDE UNION SCHOOL DISTRICT AND
THE LAKESIDE TEACHERS ASSOCIATION
REGARDING THE IMPACTS & EFFECTS OF THE
COVID-19 PUBLIC HEALTH EMERGENCY

February 24, 2022

This Side Letter of Agreement (hereinafter “Agreement”) is entered into by and between the Lakeside Union 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, including the changes to independent study resulting from AB 130.

1. Instruction

- A. The parties recognize that the District is required to provide an independent study option pursuant to AB 130, and that it will do so consistent with all of the requirements set forth in Education Code sections 51745 - 51749.6. The District will determine when unit members are assigned to teach independent study and the kinds and levels of services to be provided and the methods and means of providing them. Teachers shall provide instruction consistent with the District’s direction and Short Term Independent Study Engagement and Attendance Plan.
- B. For independent study, the District may implement video/audio lessons, assignment and work packets, asynchronous instruction, and synchronous instruction (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 and consistent with its Short Term Independent Study Engagement and Attendance Plan. The District may update its Short Term Independent Study Engagement and Attendance Plan in accordance with student needs, the Education Code and state guidance.
- C. 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 independent study must receive instruction that is equivalent to the content and curriculum used in the regular course of study.

- D. The District will provide unit members with appropriate software and technology for independent study and will work with unit members as necessary to ensure that they have the requisite technology devices to support students during independent study. Digital platforms shall conform with applicable privacy laws.

2. Compensation

- A. To account for the changes to the provision of Independent Study, the District will issue a one-time, only, stipend in the amount of nine hundred dollars (\$900) to any 1.0 Full Time Equivalent unit member who provides instruction and or related services to students during the 2021-2022 school year.
- B. Unit members on leave for more than twenty-five percent (25%) of the 2021-2022 school year are not eligible for this stipend.
- C. Stipends pursuant to Paragraph 2, Compensation, of this Agreement shall be prorated for unit members' assigned less than 1.0 FTE, subject to applicable payroll taxes and deductions, and issued in June 2022.

3. Safety

- A. The District will monitor and consider guidance issued by the state and county health authorities and school specific guidance and recommendations referenced therein, and shall provide a safe working environment.
- B. Unit members will be notified by email about school closures, class closures, closure extensions, reopenings, and/or partial reopenings as soon as practicable.
- C. The District and unit members will follow the operative State and San Diego County Health Officer order(s) as they apply to public schools.

4. 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. The District shall provide supplemental paid sick leave to unit members consistent with its obligations pursuant to Government Code section 248.6 COVID-19 2022 supplemental paid sick leave (2022 SPSL). Government Code section 248.6 provides that the 2022 SPSL is available from January 1, 2022 through September 30, 2022.
- C. To account for the September 30, 2021 expiration of the 2021 COVID-19 Supplemental Paid Sick Leave (2021 SPSL), the District will provide leave to eligible unit members as follows:
 - i. Unit members will be entitled to use this leave in an amount equivalent to the number of days of leave that they did not exhaust under the 2021 SPSL by September 30, 2021 and up to a maximum of 10 regular workdays.
 - 1. Unit members who exhausted 2021 SPSL leave by September 30, 2021 and are absent from work due to COVID-19 shall not be entitled to additional leave pursuant to Paragraph 4(C) of this Agreement and are entitled to use leaves available to them pursuant to Government Code section 248.6 and the parties' 2019-2022 collective bargaining agreement.
 - 2. Unit members shall be paid at their regular rate while on leave pursuant to Paragraph 4(C) of this Agreement.
 - ii. Unit members unable to work or telework may use leave pursuant to Paragraph 4(C) of this Agreement for the following reasons only:
 - 1. **Quarantine/Isolation** - Unit members subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidance of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer who has jurisdiction over the workplace. If the unit member is subject to more than one of the foregoing, the unit member shall be permitted to use COVID-19 supplemental paid sick leave for the minimum quarantine or isolation period under the order or guidance that provides for the longest such minimum period.
 - 2. **Caring for Oneself** - Unit members who have been advised by a health care provider to isolate or quarantine due to COVID-19.

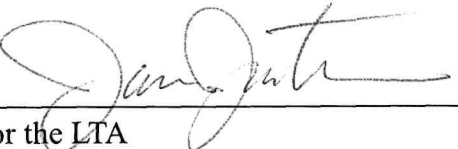
3. **Vaccine Related** - Unit members who are attending a COVID-19 vaccine appointment or booster appointment for themselves or their family member, up to a maximum of 3 days or 24-hours, unless the employee provides verification from a health care provider that the unit member or their family member is continuing to experience symptoms related to a COVID-19 vaccine or vaccine booster.
 4. **Caring for Symptomatic Self or Others** - Unit members who are experiencing symptoms, or caring for a family member experiencing symptoms, related to a COVID-19 vaccine or vaccine booster that prevent the employee from being able to work or telework.
 5. **COVID-19 Symptoms** - Unit members experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 6. **Caring for a Family Member** - Unit members who are caring for a family member who is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidance of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer who has jurisdiction over the workplace.
- iii. Leave pursuant to Paragraph 4(C) of this Agreement shall be available to eligible unit members for the period of October 1, 2021 through June 30, 2022.
- iv. As used in Paragraph 4(C), “family member” means any of the following:
1. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 3. A spouse.
 4. A registered domestic partner.
 5. A grandparent.
 6. A grandchild.
 7. A sibling.

- v. Unit members whose first day of District employment is after September 30, 2021 shall receive a maximum of 5 regular workdays of leave pursuant to Paragraph 4(C) of this Agreement.
- vi. Unit members eligible for leave pursuant to this section may draw this leave prior to other forms of paid or unpaid leave, including the 2022 SPSL pursuant to Government Code section 248.6.

5. 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 30, 2022.
- C. This Agreement is not effective until ratified by the Governing Board of the District and the LTA.

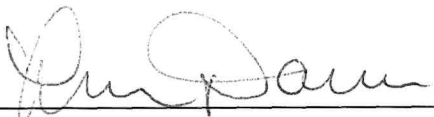
This Agreement is non-precedent setting. This Agreement resolves any and all negotiable effects of the COVID-19 public health emergency, including the changes to independent study resulting from AB 130, and includes the following "Subject Matters": Instruction, Compensation, Safety, and Leaves. The District 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 2021-2022 school year unrelated to the COVID-19 public health emergency and AB 130.



For the LTA

2/24/22

Dated



For the District

2/24/22

Dated

Ratified by the Governing Board on 3/10/22