

# LAKESIDE UNION SCHOOL DISTRICT

---

**Governing Board Meeting Date:** 5/12/2022

---

**Agenda Item:**

Side Letter of Agreement between the District and California School Employees Association (CSEA) and its Lakeside Chapter 240.

**Background (Describe purpose/rationale of the agenda item):**

Approval is requested of the attached side letter of agreement between the District and CSEA and its Lakeside Chapter 240 in regards to the COVID-19 Public Health Emergency. The agreement addresses safety, leaves, compensation and other miscellaneous items pertaining to the novel coronavirus (COVID-19) and LUSD's schools and staff. The agreement is in effect for the 2021-22 school year. Costs associated with the side letter are detailed in the Collective Bargaining agreement.

Stipends are proposed per unit member, with various amounts depending on position. Majority of unit members will receive \$300 prorated based on FTE for the year. 21 unit members will receive a stipend based on position and duties during the COVID-19 Public Health Emergency as detailed in the side letter of agreement (LVN's, Health Service Technician, School Secretary, School Office and Health Assistant, School Clerk 1, Middle School Attendance Technician).

The Supplemental Paid Sick Leave (SPSL 2021 and SPSL 2022) are both addressed in the side letter as related to COVID related absences.

The terms of the agreement expire on June 30, 2022, with the exception of leaves expiring September 30, 2022.

**Fiscal Impact (Cost):**

See Collective Bargaining Disclosure  
[Click here to enter text.](#)

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement      ☐ **#2:** Social Emotional      ☐ **#3:** Physical Environments

**Recommended Action:**

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Informational</b>       | <input type="checkbox"/> <b>Denial/Rejection</b>                                       |
| <input type="checkbox"/> <b>Discussion</b>          | <input type="checkbox"/> <b>Ratification</b>   |
| <input checked="" type="checkbox"/> <b>Approval</b> | <input type="checkbox"/> <b>Explanation:</b> <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> <b>Adoption</b>            |  |
-

---

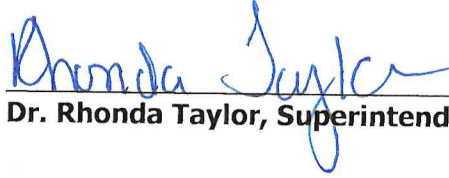
**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

# **SIDE LETTER OF AGREEMENT**

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

April 27, 2022

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 changes to District schools as a result of the novel coronavirus (COVID-19) public health emergency, including the changes to independent study as a result of AB 130.

The District and CSEA agree as follows:

### **Safety**

1. The District shall provide a safe working environment and shall implement health and safety protocols consistent with the operative State and County Health Officer order(s). The District shall also monitor and consider school specific guidance issued by the California Department of Public Health and safety guidelines published by the California Department of Education. The District may update its COVID-19 Prevention Plan(s) to stay current with expert advice regarding the prevention of COVID-19.
2. When unit members are required to physically report to work, the District and unit members will follow the operative San Diego County Health Officer order(s) as applicable to public schools and staff, including required testing and screening measures, face covering requirements, vaccination requirements, and contact tracing protocols.
3. The District and CSEA understand and agree that the District may be legally required to periodically test employees for COVID-19 and that when required by the District, employees will submit to such tests, and such tests will be provided at no cost to employees. Employees shall be provided release time, as necessary, to undergo COVID-19 testing for purposes of employment.
4. The District will not collect or record any medical data or health-related information from unit members except when it is required to do so in order to demonstrate compliance with

Page 1 of 6

For CSEA: DM For CSEA: Jr  
For LUSD: BA

the law and public health orders. Any information or data that the District collects from unit members will be treated as confidential medical information that is protected under state privacy laws.

5. As soon as practicably possible, unit members shall report to 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

6. Subject to District approval, unit members shall have the ability to use leave consistent with the current law and the District's operational needs.
7. The District will not discharge, discipline, or discriminate against employees who lawfully take paid sick leave.
8. 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 unit member shall not report to work and shall use the appropriate, available leave for time off work relating to such symptoms.
9. 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.
10. 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:
  - a. 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.
  - i. 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 10 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.

For CSEA: AM For CSEA: [Signature]

For LUSD: [Signature]



- ii. Unit members shall be paid at their regular rate while on leave pursuant to Paragraph 10 of this Agreement.
- b. Unit members unable to work or telework may use leave pursuant to Paragraph 10 of this Agreement for the following reasons only:
  - i. **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.
  - ii. **Caring for Oneself** - Unit members who have been advised by a health care provider to isolate or quarantine due to COVID-19.
  - iii. **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.
  - iv. **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.
  - v. **COVID-19 Symptoms** - Unit members experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  - vi. **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.
- c. Leave pursuant to Paragraph 10 of this Agreement shall be available to eligible unit members for the period of October 1, 2021 through June 30, 2022.

For CSEA: DM For CSEA: J

For LUSD: fr

- d. As used in Paragraph 10, "family member" means any of the following:
- i. 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.
  - ii. 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.
  - iii. A spouse.
  - iv. A registered domestic partner.
  - v. A grandparent.
  - vi. A grandchild.
  - vii. A sibling.
- e. 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 10 of this Agreement.
- f. 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.

### **Compensation**

11. The District will issue a one-time, only stipend in the amount of five hundred fifty dollars (\$550) to the eight (8) unit members employed in the classification of Licensed Vocational Nurse and Health Service Technician who perform contact tracing during the months of August 2021 through June 2022. The parties understand and agree that such one-time stipend shall be paid to eligible employees in June 2022.
12. For the period of August 19, 2021 through June 30, 2022, the District will provide a monthly stipend to twenty one (21) unit members who are assigned by the District to and satisfactorily prepare reports for synchronous instruction, live interaction, participation reports, and other attendance, recording, and reporting work associated with independent study, subject to the following compensation rules:

Page 4 of 6

For CSEA:  For CSEA: 

For LUSD: 

- a. Classifications of unit members eligible for this stipend are limited to:
  - i. School Secretary, School Office and Health Assistant, and School Clerk I assigned to an Elementary School or Middle School, and
  - ii. Attendance Technician assigned to a Middle School;
- b. Each 1.0 FTE eligible School Secretary, Middle School Office and Health Assistant, School Clerk I shall receive a monthly stipend in the amount of fifty dollars (\$50);
- c. Each 1.0 FTE eligible Elementary School Office and Health Assistant shall receive a monthly stipend in the amount of seventy-five dollars (\$75), and
- d. Each 1.0 FTE Middle School Attendance Technician shall receive a monthly stipend in the amount of one hundred dollars (\$100).

The parties understand and agree that such monthly stipends are per 1.0 FTE, such that eligible employees who work less than 1.0 FTE shall be paid the stipend on a pro rata basis. All monthly stipends shall be paid to eligible employees in June 2022.

13. CSEA and the District recognize that during the 2021-2022 school year, classified unit members' work has been impacted by the changes due to COVID-19, AB-130, and the applicable health and safety orders. Accordingly, the District will issue a one-time, only, stipend in the amount of three hundred dollars (\$300.00) to any classified unit member regularly scheduled to work 1.0 Full Time Equivalent ("FTE") (8 hours per day/5 days per week). Unit members regularly scheduled to work less than 1.0 FTE shall be eligible for such stipend on a prorated FTE basis. To be eligible for a stipend pursuant to this paragraph, unit members must have been employed and reporting to work to perform their duties during at least seventy-five percent (75%) of the workdays during the 2021-2022 school year. Stipends pursuant to this paragraph shall be subject to applicable payroll taxes and deductions and issued within forty-five (45) days of Board ratification of this Agreement. Unit members eligible for stipends pursuant to paragraphs 11 or 12, above, shall not be eligible for a stipend pursuant to this paragraph 13.

#### **Miscellaneous**

14. 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.

Page 5 of 6

For CSEA: DM For CSEA: J  
For LUSD: CP



15. The District and CSEA agree that the Grievance Procedure set forth in Article 14 of the CBA shall apply to this Agreement.
16. The terms of this Agreement shall expire June 30, 2022, or when the public health emergency due to COVID-19 ends, whichever occurs first.
17. The contents of this Agreement represents 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.
18. 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 as a result of AB 130, through the term of this Agreement. The District and CSEA reserve the right to negotiate any impacts and effects in the 2021-2022 school year unrelated to AB 130 or the COVID-19 public health emergency.
19. This Agreement is subject to ratification by the District's Governing Board and CSEA's internal process.

Dated: 4-27-22

By: [Signature]  
For CSEA

Dated: 4/27/2022

By: Joni Collins  
For CSEA

Dated: 4/27/2022

By: [Signature]  
For Lakeside Union School District

Date Ratified by the Lakeside Union School District's Governing Board: 5-12-22

For CSEA: [Signature] For CSEA: [Signature]

For LUSD: [Signature]