

**SIDE LETTER BETWEEN  
EL CAMINO REAL ALLIANCE &  
AMEERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL DISTRICT 36  
FOR THE PHYSICAL REOPENING OF SCHOOLS FOR SIMULTANEOUS  
LEARNING DURING THE 2020-2021 SCHOOL YEAR  
APRIL 27, 2021**

This Side Letter is an agreement between El Camino Real Alliance (“ECRA”) and American Federation of State, County and Municipal Employees, Local District 36 (“AFSCME”) on the necessary conditions required to physically reopen the School for in-person instruction through a simultaneous learning model during the 2020-2021 school year.

**RECITALS**

WHEREAS, State legislation and AB-86 mandate schools return to in-person instruction to the “greatest extent possible”; and

WHEREAS, ECRA has negotiated a tentative agreement with UTLA to reopen the School to permit simultaneous in-person and distance learning instruction; and

WHEREAS, if ECRA reopens for simultaneous instruction pursuant to the tentative agreement with UTLA, the AFSCME unit members will be presented with unique, challenging working conditions; and

WHEREAS, ECRA and AFSCME desire that unit members receive appropriate additional compensation for the additional challenges of performing their job duties;

NOW, THEREFORE, the parties agree as follows:

**SECTION I**

**CONTINUED APPLICABILITY OF CBA**

The parties agree that the current Collective Bargaining Agreement (CBA) shall remain in effect, except for instances where this Side Letter is in conflict, in which case this Side Letter language shall supersede the conflicting language.

## **SECTION II**

### **REQUIRED HEALTH & SAFETY CONDITIONS FOR A PHYSICAL REOPENING OF EL CAMINO REAL CHARTER HIGH SCHOOL (ECR) FOR IN-PERSON INSTRUCTION**

A. On all matters relating to health & safety procedures and protocols, ECRA shall adhere to the most recent COVID guidelines issued by the CDPH, the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Los Angeles County Department of Public Health (LACDPH).

B. The necessary Health & Safety conditions articulated in this Side Letter are not exhaustive. Accordingly, both parties jointly acknowledge ECRA's obligation to collaborate consistently with all stakeholders, including but not limited to AFSCME bargaining unit members, in facilitating transparent compliance with the language in the preceding paragraph.

## **SECTION III**

### **TESTING**

A. Before students and staff return to school sites for in person instruction, ECRA shall provide COVID testing to all students and staff assigned to return to any school or worksite. ECRA shall continue to make COVID testing available to staff during normal work hours.

For the term of this agreement, ECRA shall provide testing as follows:

1. Baseline testing will be conducted for all students and staff during the 7 days prior to a physical reopening of ECR for regular in-person instruction. All ECR students and staff who will be returning to the school campus will be provided with a back-to-school baseline test. Students whose families choose to continue distance learning are not required to participate in this testing program.

2. While Los Angeles County is in the Red Tier, as currently defined by the CDPH, ECRA shall require COVID testing for all students and staff at least every two (2) weeks.

3. While the county risk level for Los Angeles County is in the Orange Tier, as currently defined by the CDPH, ECRA shall provide COVID testing for all staff and at least 20% of students physically attending or working at a work site or school site every two weeks.

4. While the county risk level for Los Angeles County is in the Yellow Tier, as currently defined by the CDPH, ECRA shall provide COVID testing for at least 20% of staff and 20% of students physically attending or working at a work site or school site every two weeks.

B. In response to any school or work site outbreak, ECRA shall adhere to LACDPH guidelines and Cal OSHA requirements and take immediate action to address the school or work site conditions.

C. Upon notification that an employee or student has been infected with COVID-19, ECRA shall initiate contact tracing, in conjunction with local health department officials. ECRA shall inform all bargaining unit members who were on the premises at the same worksite as the individual during the infectious period of their potential exposure in writing within one (1) workday. This notice shall also include a description of the COVID-19 related benefits available to unit members and ECRA's disinfection plan that will be implemented. A copy of such notice shall be provided to ECR UTLA at the same time it is provided to the affected unit members.

D. ECRA shall provide notification to staff regarding all instances of positive cases at the school. Said notification shall be provided within one (1) work day of ECRA receiving confirmation of a positive test.

## **SECTION IV**

### **HEALTH SCREENING**

A. ECRA shall ensure all students, staff, and visitors are screened for symptoms prior to entering a school site, in accordance with the ECRA COVID-19 Containment, Response, and Control Plan (January 20, 2021).

## **SECTION V**

### **PHYSICAL DISTANCING**

A. ECRA shall ensure minimum physical distancing of six (6) feet between student workspaces or, if unfeasible, three (3) feet, and six (6) feet between educator and student workspaces, and six (6) feet between employee workspaces. Transparent barriers shall be placed around teachers' desks, and in offices as appropriate.

B. ECRA shall ensure that people movement around and through school site buildings is unidirectional when space is six (6) feet or less in width and maximizes physical distancing. Directional markers and physical distancing markers should be posted throughout the school site.

C. ECRA shall have multiple access points, with specifically assigned entrance and exit locations to limit congregation. Unit members shall not be required to monitor ingress and egress locations outside of their contractual workday.

D. All required meetings, including staff meetings, shall continue to be conducted virtually. For IEP meetings, unit members shall not be required to meet or conduct the meeting in-person.

E. For unit members who work in offices that do not have windows or doors that open to fresh air, and where six (6) feet physical distancing is not possible, ECRA shall provide alternative spaces for these unit members to conduct private meetings.

## SECTION VI

### ADDITIONAL HEALTH & SAFETY MEASURES

A. Masks - All adults and students must wear masks over both their nose and mouth at all times on campus. ECRA shall supply and require the use of masks, in accordance with LACDPH guidelines for all staff and students. Staff may also elect to provide their own masks but will not be required to do so. Staff and students who provide medical certification of inability to wear masks shall instead be required to use face shields. ECRA shall provide such face shields, or staff may elect to provide their own face shields (but will not be required to do so).

B. FDA and/or NIOSH-approved or authorized brands of disposable N95 or KN95 masks, face shields, disposable gloves, disinfecting wipes, and disposable surgical masks shall be provided for bargaining unit members who request them.

C. Hand Sanitizer & Soap - ECRA shall comply with the following hand washing logistical requirements:

1. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels.
2. Every classroom shall be provided with hand sanitizer.
3. Non-classroom workspaces shall be provided hand sanitizer.
4. Hand sanitizer or portable hand washing stations shall be provided at designated ingress and egress point.
5. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day.
6. Staff shall inform ECRA when supplies of hand sanitizer, soap, and/or paper towels run low.

D. Cleaning and Daily Disinfecting - ECRA shall ensure all classrooms, restrooms, and workspaces are cleaned regularly and all high touch surfaces are disinfected daily, using an approved disinfectant that is EPA-approved for disinfectants effective against COVID-19. Such cleaning, to the extent appropriate, shall occur in between class periods and after work hours.

E. Ventilation - In-person instruction may commence in rooms that are equipped with an HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 13 or better. The air filters shall be inspected no less than once per month and replaced as needed. Additionally, all classroom air system fans shall continue running twenty-four (24) hours per day.

## **SECTION VII**

### **ADDITIONAL WORKING CONDITIONS PRESENTED BY SIMULTANEOUS LEARNING**

A. ECRA recognizes that providing simultaneous in-person and remote instruction presents unique, additional working conditions including, but not limited to: supporting students who are on-campus for in-person hybrid instruction; supporting students who are participating in hybrid instruction who are online per their schedule; and supporting students who elect to remain in 100% distance learning

B. For bargaining unit members who are special education assistants, additional working conditions may include, but are not limited to: supporting assigned students simultaneously online and in-person; as well as supporting, in collaboration with the classroom teacher, student adherence to safety requirements (e.g., masking, distancing, hand sanitizing) in multiple classrooms throughout each day and week.

C. For bargaining unit members who are campus safety officers, additional working conditions may include, but are not limited to: daily health screenings of an increasing number of students across an extended period of time each day, due to ECRA's bell schedule; extended student supervision due to ECRA's bell schedule; and supporting end of year events such as graduation - which have significantly longer run times due to required adjustments based on COVID-19 crowd size restrictions.

D. For bargaining unit members who are buildings and grounds staff, additional working conditions may include, but are not limited to: increased cleaning responsibilities due to an increase in the number of students and staff on-campus in combination with the cleanliness conditions required to ensure safe operations due to COVID-19; and increased cleaning for end of year events such as graduation - which have significantly longer run times due to required adjustments based on COVID-19 crowd size restrictions and will be hosted on the ECRA campus.

AFSCME agrees on a non-precedent setting basis that ECRA will be allowed to subcontract extra positions in the buildings and grounds department outside the bargaining unit during the term of this Side Letter, after all existing bargaining unit positions have been filled. Subcontracting shall not result in any bargaining unit employee losing their job or in the elimination of any bargaining unit position or in a reduction in hours.

E. For bargaining unit members who are clerical staff, additional working conditions may include, but are not limited to: student supervision on campus before/after school, during transitions between classes and during lunch; and end of year events such as graduation - which have significantly longer run times due to required adjustments based on COVID-19 crowd size restrictions.

F. In recognition of the additional effort implementing this model will require, ECRA will provide a stipend of \$100 per day to unit members who physically work their normally scheduled shift on campus to support in-person instruction, as outlined above, in the simultaneous instruction model. Unit members who work less than their normally scheduled shift will receive a pro-rata share of the stipend. The payment of the stipend shall be on the 15<sup>th</sup> of the following month.

G. The stipend set forth above applies only to those bargaining unit members who physically perform their work duties on campus to support simultaneous in-person instruction and distance learning. The stipend is only available on days when students are present on campus for simultaneous instruction (Tuesdays through Fridays) and graduation. To receive the stipend, unit members must physically sign-in and out when arriving and leaving for their work shifts, on a log maintained in the Main Office.

H. Should ECRA return to remote-only instruction no stipend will be paid.

## **SECTION VIII**

### **LEAVES OF ABSENCE**

A. Unit members will be entitled to all leaves set forth in the Collective Bargaining Agreement.

B. As needed, ECRA shall allow unit members to be vaccinated during their work hours and shall provide up to three hours of paid time per dose, including observation reaction time.

C. ECRA shall provide up to three (3) days of paid leave as needed to any unit member who becomes ill from side effects as a result of receiving the COVID-19 vaccine. Unit members shall not be required to utilize contractual leave for this purpose. However, unit members requiring this paid leave shall not be paid any additional compensation for the days they are unable to perform their work duties on campus.

D. COVID-19 Infected and Quarantined Unit Members - Unit members required to quarantine by the ECRA shall be paid without having to utilize contractual leave time. To the extent possible, such unit members may be required to continue to provide services remotely.

E. Notwithstanding the above, any unit member who does not work on campus (in support of simultaneous in-person and distance learning instruction) shall not be entitled to the

stipend identified in Section VII.F. above, for any day(s) in they were not in physical attendance on campus.

**SECTION IX**

**COVID-19 COMPLIANCE SAFETY COMMITTEE**

A. ECRA shall maintain its Safety Committee and add a COVID-19 component. The Safety Committee shall meet no less than once per week during the contractual workday, to address health & safety compliance issues at the school site. The Safety Committee shall make every effort to address identified deficiencies in a timely manner that reflects the urgency of each deficiency.

**SECTION X**

**TERM OF AGREEMENT**

A. This non-precedent setting Side Letter shall be effective upon Board ratification and shall be implemented according to the terms above. This Side Letter shall expire on June 30, 2021, but may be extended by mutual agreement of the parties.

B. This Side Letter is contingent upon the reopening of the School for simultaneous in-person instruction, which in turn requires ratification of a side letter agreement with UTLA.

C. All components of the current ECRA/AFSCME Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this Agreement and other bargaining agreements reached since the beginning of the school closures. The parties acknowledge that certain terms of the Agreement may need to be implemented using electronic or remote platforms for the duration of the school closure when possible.

\_\_\_\_\_  
AFSCME

\_\_\_\_\_  
Date

\_\_\_\_\_  
ECRA

\_\_\_\_\_  
Date

*This Side Letter is subject to ratification  
and approval by the Governing Board of ECRA.*

## **BELL SCHEDULES**

### Tuesday Thru Friday Simultaneous Learning Block Schedule

ECR will continue its block schedule moving up the school day 30 minutes. Lunch will be Grab and Go. There will be no Zero period on Friday morning (Common Collaboration time will take place Friday afternoon from 1:20 pm – 2:20 pm).

<b><u>Period</u></b>	<b><u>Start Time</u></b>	<b><u>End Time</u></b>
Zero Period	7:30 am	8:20 am
Planning Time	8:00 am	8:20 am
Period 1 or 2	8:30 am	9:50 am
Period 3 or 4	10:00 am	11:20 am
Period 5 or 6	11:30 am	12:50 pm
Lunch	12:50 pm	1:20 pm
Planning Time	1:20 pm	2:20 pm
Office Hours	2:20 pm	3:20 pm

### **Onsite Obligation**

Unit members shall work their normally scheduled work shifts.

### Monday Distance Learning Schedule

Monday will be a distance learning day along with Professional Development (PD) in the afternoon.

<b><u>Period</u></b>	<b><u>Start Time</u></b>	<b><u>End Time</u></b>
Zero Period	7:30 am	8:20 am
Planning Time	8:00 am	8:20 am
Period 1	8:30 am	9:10 am
Period 2	9:20 am	10:00 am
Period 3	10:10 am	10:50 am
Period 4	11:00 am	11:40 am
Lunch	11:40 pm	12:10 pm



Period 5	12:20 pm	1:00 pm
Period 6	1:10 pm	1:50 pm
Planning Time	2:00 pm	2:30 pm
Prof. Dev.	2:30 pm	3:20 pm