

SIDE LETTER BETWEEN EL CAMINO REAL ALLIANCE (ECRA) & EL CAMINO REAL (ECR) UTLA FOR THE PHYSICAL REOPENING OF SCHOOLS FOR SIMULTANEOUS LEARNING DURING THE 2020-2021 SCHOOL YEAR

APRIL 20, 2021, ECRA Proposal @ 4:00:35 pm

This Side Letter is an agreement between ECRA and ECR UTLA on the necessary conditions required to physically reopen 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, the parties desire to establish a program in which unit members may choose to voluntarily participate in simultaneous in-person and distance learning instruction; and

WHEREAS, the parties wish to provide an opportunity for students to return to campus for in-person instruction; and

WHEREAS, every employee has had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule, including the time prescribed as being needed to achieve immunity after receiving the full vaccine dosage; and

WHEREAS, as needed and as appropriate, ECRA shall continue to provide written educational materials to any staff who have not been vaccinated; and

WHEREAS, Los Angeles County is in the Orange Tier, as currently defined by the California Department of Public Health (CDPH) and according to California’s Blueprint for a Safer Economy;

NOW, THEREFORE, the parties agree as follows:

SECTION I

CONTINUED APPLICABILITY OF CBA AND PRIOR SIDE LETTERS

The parties agree that the current Collective Bargaining Agreement (CBA) and the SIDE LETTER REGARDING CONDITIONS OF EMPLOYMENT FOR UNIT MEMBERS TO DELIVERY QUALITY EDUCATIONAL OPPORTUNITIES FOR DISTANCE LEARNING FOR ALL STUDENTS DURING SCHOOL CLOSURES DUE TO COVID-19 dated April 23, 2020 (which is included as Appendix A), and the SIDE LETTER AGREEMENT REGARDING

CONTINUANCE OF SIDE LETTER RE DISTANCE LEARNING 2020-2021 Dated January 12, 2021 (which is included as Appendix B), shall remain in effect in accordance with the agreed-upon duration, except for instances where this Side Letter is in conflict with the prior Side Letters (Appendices A and B). In such cases, this Side Letter language shall supersede the conflicting language from the prior Side Letters (Appendices A and B).

SECTION II

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

In-person instruction may commence for students at ECR school sites and ECR UTLA bargaining unit members may volunteer to provide in-person service under the following health & safety conditions:

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 ECR UTLA 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

PREPARATION FOR A VOLUNTARY RETURN TO IN-PERSON LEARNING

A. All bargaining unit members volunteering to physically return for work, with the exception of substitute teachers not working in a long-term assignment, shall be provided up to fifteen (15) hours of on-site preparation time at their school or work site. Unit members utilizing this option shall receive their regular hourly rate of pay. The hours shall be scheduled in coordination with the site administrator during times outside of the unit member workday, as defined by the Appendix B Side Letter. Unit members utilizing this option shall receive pay for five (5) hours after teaching simultaneous instruction for a full week, a second five (5) hours after teaching a second week of simultaneous instruction, and the final five (5) hours after teaching a third week of simultaneous instruction. ~~be required to participate in simultaneous in-person learning for at least eight (8) school days;~~ Should a unit member fail to participate in in-person learning for this minimum period shall not be entitled to payment for preparation time.

B. Bargaining unit members who do not volunteer to physically return for work shall be allowed one (1) day of asynchronous instruction (Tuesday, April 27 through Friday, April 30) to clean up their classrooms prepare their classrooms for students returning to campus.

SECTION V

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 VI

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, grade level meetings, department meetings, or professional development 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 VII

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/authorized brands of disposable gowns, face shields, goggles, disposable gloves, FDA and/or NIOSH-approved/authorized brands of fit-tested N95 or KN-95 respirators, and FDA and/or NIOSH-approved/authorized brands of N-95 or KN95 masks shall be provided to school nurses.

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. Unit members shall not be expected to provide these services. 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 VIII

SIMULTANEOUS LEARNING

A. Simultaneous learning shall be provided in accordance with Appendix C (Simultaneous Learning).

B. ECRA recognizes that providing simultaneous learning presents unique working conditions including, but not limited to, delivering instruction simultaneously to in-person and online students as well as supporting students who elect to remain in 100% distance learning. In recognition of the additional time and effort implementing this model will require, ECRA will provide a stipend of \$100 per day to unit members who provide simultaneous distance learning and in-person instruction. The payment of the stipend shall be on the 15th of the following month.

C. The provisions of this side letter shall apply to those bargaining unit member who volunteer to provide simultaneous in-person instruction and distance learning.

D. **Remote Instruction & Service**

1. All classroom teachers working remotely shall provide distance learning instruction consistent with the workday schedules in Appendix C. In order to provide students with the option of physically returning to campus, ECRA shall provide an in-classroom substitute teacher to supervise and assist students.

2. All non-classroom educators working remotely shall provide remote services consistent with the workday schedules in Appendix C.

E. Out of classroom unit members (including coordinators, counselors, deans, psychologists, and nurse) who physically work on campus performing work appropriate with their job assignment and other support as appropriate, are included in this side letter and shall be entitled to the stipend identified above.

F. Should ECRA return to remote-only instruction, the Appendix B Side Letter shall be in effect.

G. Technology: The classrooms of unit members who choose to provide simultaneous instructions shall be equipped with Promethean Smartboards, webcams, document cameras, and voice amplifications systems to best facilitate simultaneous instructions.

H. Professional Development & Training: To the extent feasible, ECRA will provide professional development during designated PD time focused on helping educators adapt to simultaneous instruction prior to the commencement of simultaneous instruction on May 3rd. Additional support by appointment shall be offered during designated planning time or conference periods.

SECTION IX

LEAVES OF ABSENCE

A. Unit members who voluntarily participate in simultaneous in-person and distance learning instruction will be entitled to all leaves set forth in the Collective Bargaining Agreement.

B. As needed, ECRA shall allow staff (including those not participating in simultaneous instruction) 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 if they are unable to provide simultaneous in-person and distance learning instruction.

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 shall continue to provide services remotely.

E. Notwithstanding the above, any unit member who does not provide simultaneous in-person and distance learning instruction shall not be entitled to the stipend identified in Section VIII.B. above, for any day(s) in which such simultaneous instruction is not provided.

SECTION X

COVID-19 COMPLIANCE SAFETY COMMITTEE

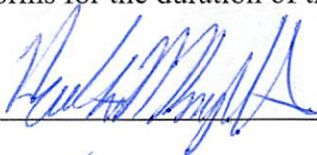
A. ECRA shall maintain its Safety Committee and add a COVID-19 component. The ECR UTLA Chapter Chair (or designee) shall be a member of the Safety Committee. The Safety Committee shall meet no less than once per week during the contractual workday, to address health & safety compliance issues at the 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 XI

TERM OF AGREEMENT

A. This non-precedent setting Side Letter shall be effective upon signing 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. All components of the current ECRA/ECR UTLA 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.

Henry Bui 
ECR UTLA

4/23/21
Date


ECRA

APRIL 23, 2021
Date

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APPENDIX A

[SIDE LETTER REGARDING CONDITIONS OF EMPLOYMENT FOR UNIT MEMBERS
TO DELIVERY QUALITY EDUCATIONAL OPPORTUNITIES FOR DISTANCE
LEARNING FOR ALL STUDENTS DURING SCHOOL CLOSURES DUE TO COVID-19
dated April 23, 2020]

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APPENDIX B

[SIDE LETTER AGREEMENT REGARDING CONTINUANCE OF SIDE LETTER RE
DISTANCE LEARNING 2020-2021 Dated January 12, 2021]

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APPENDIX C

SIMULTANEOUS LEARNING

Beginning not earlier than May 3, 2021, students will have the option to continue Distance Learning from home, or to return to their physical school sites. The main features of this simultaneous learning are as follows:

- Maintenance of 2020/2021 Master Schedule
 - Two (2) cohorts of in-person students
 - A maximum of ~~twenty (20)~~eighteen (18) students in a classroom.
1. After the last period of in-person instruction (*see* Bell Schedule below), teachers shall be permitted to perform work remotely.
 2. All in-person cohorts shall maintain a minimum of six (6) feet physical distance, or if unfeasible, three (3) feet between students.
 3. Teachers that remain remote will continue to provide distance learning instruction and be supported with an in-person substitute.
 4. For the term of this Side Letter, there will be no lunch on campus and students will participate in the grab and go program.
 5. If a teacher has COVID-19 compliance concerns about using their classroom for in-person instruction, they shall work with the Safety Committee and attempt to find an alternative space.
 6. ECRA may hold up to two (2) faculty meetings per month on Tuesdays from 3:20-3:50 pm.
 7. Participating unit members shall have the option to revert back to full remote instruction upon giving the appropriate administrator at least twenty-four (24) hours advance written notice. Such unit members shall not be permitted to return to in-person instruction without prior approval of the Executive Director.
 8. ECRA acknowledges that the passing periods may not be enough time for unit members to use the restroom between class periods. As such, ECRA shall develop a protocol to provide coverage for unit members for bathroom breaks and assign adequate out-of-classroom personnel to do so. Further, ECRA shall provide coverage to accommodate unit members who are lactating mothers without loss of contractual leave time.
 9. Prior to May 3rd, the UTLA Chapter Chair (or designee) shall conduct a campus walkthrough with the Executive Director to verify and monitor the progress of health and safety adjustments made to the campus and to identify deficiencies or improvements that may need to be addressed. The walkthrough shall take place during normal work hours and ECRA shall

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provide substitute coverage to the UTLA Chair or asynchronous instruction shall be used as appropriate.

10. Unit members may opt to participate in simultaneous learning after the May 3rd start date with pre-approval from their supervising administrator. Such unit members, however, will not be provided with more than five (5) hours of additional paid preparation time, provided that such unit members continue to teach through June 1st.

Unit members who opt to participate in simultaneous learning on or after May 19th will not be provided with any additional paid preparation time.

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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).

<u>Period</u>	<u>Start Time</u>	<u>End Time</u>
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

Teachers: The workday for teachers providing simultaneous instruction begins seven (7) minutes before instruction. The onsite obligation for teachers ends after their last class period of the day. Planning time and office hours may be done remotely at the teacher's discretion.

Out of Classroom Unit Members: The workday begins seven (7) minutes before instruction. The onsite obligation ends at 12:50 pm, but such unit members shall continue to perform work remotely for the remainder of the regular contractual work day.

Monday Distance Learning Schedule

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

<u>Period</u>	<u>Start Time</u>	<u>End Time</u>
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

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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

Unit members shall not be required to physically report to campus on Mondays.