

SIDE LETTER BETWEEN

THE LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD)

And CERTIFICATED ASSOCIATED ADMINISTRATORS OF LOS ANGELES (AALA)

Return to Instruction for the 2020-2021 School Year

The Los Angeles Unified School District and Associated Administrators of Los Angeles recognize that during the 2020-2021 school years, there is a need to continue online/distance learning to maintain social distancing, as recommended by public health officials, to prevent the spread of COVID-19. It is understood by the parties that in our endeavors to implement distance learning, flexibility for all will continue to be crucial. We all will need to model resilience, critical and creative thinking, and empathy to ensure that students continue to grow personally and academically. Therefore, the parties agree to the following non-precedent setting agreement:

1. Notification: The District shall make its best efforts to protect the health and safety of the Associated Administrators of Los Angeles by following the guidance of the Los Angeles County Department of Public Health. It is understood that in doing so, no employee identities will be revealed in accordance with State and federal privacy laws.
2. Cleaning and Disinfecting: The District will immediately close any affected areas until such areas are cleaned and disinfected consistent with District-approved products effective against COVID-19 and regulatory guidelines. The Office of Environmental Health and Safety will create a "Safety Alert" along with a set of Frequently Asked Questions on cleaning and disinfecting. Maintenance and Operations will provide the work order as proof of completion of necessary actions related to cleaning and disinfecting.
 - 2.1 Supplies: The District will ensure all District facilities have the necessary supplies for preventative sanitation and safety in the warehouse. Appropriate signage shall be provided and installed by the District.
3. Training and Cooperation: The District will follow the Los Angeles County Department of Public Health guidelines regarding COVID-19 protocols on

behalf of employees who are required to work on campus or other District locations. AALA and the District shall continue to cooperate with each other in any necessary public health actions. Copies of the guidance will be posted as required by law.

- 3.1 Training: To help prevent the spread of COVID-19, the District will provide employees with information on appropriate health and safety measures. Information shall be provided during employees' regular working hours.
4. Health and Safety at School Sites and Facilities:
 - 4.1 Physical Distancing: Physical distancing shall be enforced at all District sites and facilities in accordance with the Los Angeles County Department of Public Health guidelines. The District will provide appropriate guidance and resources to ensure the responsibility of enforcement does not fall exclusively on the site administrator.
 - 4.2 Face Coverings: The use of face coverings shall be enforced at all District facilities and in District vehicles in accordance with the Los Angeles County Department of Public Health guidelines. The District will provide immediate appropriate assistance and guidance administrators can enforce for non-compliance by students, staff, parents, guardians and visitors. The District will maintain an adequate supply of face masks to facilitate compliance.
 - 4.3 Contact Tracing: Upon notification that an employee or student has a positive COVID-19 test result, the District will comply with all State and County reporting requirements and assist with contact tracing.
 - 4.4 Communication: The District will provide AALA-represented employees with clear and timely communication regarding health and safety policies and procedures; all such communication shall be consistent throughout the District.
 - 4.5 Essential supplies for the remote workplace: The District recognizes that AALA-represented administrators may use supplies from their regular workplace as needed for their remote workplace. Individuals using such supplies will not be disciplined for doing so in a reasonable manner.
5. Salary: In accordance with District policies, AALA-represented employees shall receive their regular monthly salary during the term of this agreement.
6. Working Conditions:

- 6.1 The District shall immediately develop a plan with AALA whereby, so long as schools and offices are staffed adequately with administrative staff, administrators will have the option to work remotely. AALA members may design individual plans for administrative coverage at their sites.
- 6.2 AALA members are encouraged to report unsafe working conditions at their school or work site to the Complex Project Manager, the Director of Maintenance and Operations or the Chief Facilities Executive without fear of retaliation or retribution.
- 6.3 The District will endeavor to avoid the scheduling of multiple meetings at the same time by maintaining a master calendar of meetings to minimize conflict. The District will encourage managers to utilize the calendar in scheduling. Where conflict remains, site administrators may seek guidance from their supervisor on which meetings to attend.
- 6.4 District meetings will continue to be held online during the pandemic. Except in emergency or exigent circumstances, the District will schedule meetings for school site administrators between 9:00 am—12:00 pm and 1:00 pm — 4:30 pm.
7. Evaluation: To ensure that new administrators receive coaching, actionable feedback and have opportunities to reflect on their practice, all school site administrators earning permanency in their class will be evaluated. School Support Administrators serving in their first year in their position will participate in the evaluation process during the 2020-2021 school year. All other permanent administrators will not be evaluated this year.
8. Employees who have been exposed to and/or have tested positive for COVID-19 will be eligible for 100% pay for ten (10) work days under the Emergency Paid Sick Leave Act (EPSL). Other eligible benefits remain accessible to employees under the Families First Coronavirus Response Act (FFCRA) and/or the Family Medical Leave Act (FMLA). Employees who have exhausted their FFCRA shall utilize their benefit time for compensation.
9. To assist in planning and organizing, should the District deploy extra classified personnel temporarily to their sites, AALA school site administrators will be informed in advance.
10. Parity: Following the signing of this agreement, should another bargaining unit negotiate compensation and/or benefits over and above what AALA has negotiated in this side letter, AALA-represented members shall be offered a re-opener. Negotiations may be re-opened after this agreement is signed should significant changes to working conditions occur that are related to the pandemic.

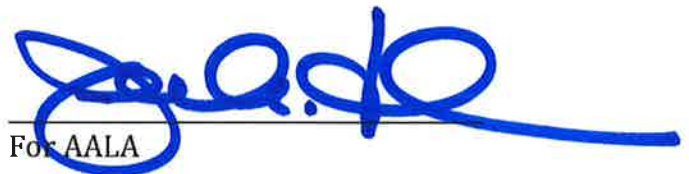
11. Prior to hybrid instruction beginning, the District agrees to begin negotiating the effects of in-person instruction, if any, with AALA.
12. AALA has raised issues regarding:
 - a. Meetings for School Site Administrators
 - b. School operating hours

The parties agree to continue these discussions in good faith following the execution of this agreement.

13. Duration of Agreement: This side letter is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedent nor establish the status quo for future bargaining purposes. This side letter shall remain in effect until either the end of the day on December 31, 2020, or the return of students to school sites in a physical setting, whichever comes first. Should the pandemic continue beyond December 31, 2020, the agreement may be extended by mutual agreement.

Date: 10 SEP 2020

For LAUSD



For AALA