

**SIDE LETTER OF AGREEMENT (SLA)
BETWEEN SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND
TEAMSTERS LOCAL #150 (Teamsters)
*Re: 2022-23 COVID Testing Bonus***

This Side Letter of Agreement (SLA) is between the Teamsters Local No. 150 (“Teamsters” and San Juan Unified School District ("District") regarding building site-based COVID-19 testing capacity. The parties have met and agreed to the following:

Background:

The daily measures required to prevent the spread of the COVID-19 virus in schools, maintain a safe, stable, and healthy learning environment, and protect access to in-person instruction necessitate regular COVID testing of students and staff. Site-based testing provides the most equitable access to this resource to our employees and students.

Agreement for COVID Testing Bonus:

Any eligible Teamsters member who volunteers and is selected to provide COVID-19 testing services at their work site will receive a bonus under the terms set forth below:

1. Compensation:

- a. The bonus for this work will be \$2,000 and will represent a commitment for the entire 2022-23 school year.
 - i. Members selected to assist with site-based testing will receive payment no later than July 31, 2022.
 1. If a member is unable to fulfill their commitment due to extenuating circumstances, the member will give at least two weeks notice.
 - a. Government Code section 19838 requires the District to attempt to recoup a pro rata share of the stipend for any unfilled commitment.
 - a. Replacement team members selected midyear will receive a pro rata share of the stipend.
 - b. For the purposes of calculating the pro rata share of the stipend, the time period of August 11, 2022 through June 6, 2023 (186 days) will be considered the time period of this position
 2. Pursuant to California Labor Code 510, a member’s overtime rate will be adjusted upward during the pay period that the bonus is received.
 - ii. The number of bonuses offered per work site will vary depending on anticipated volume of testing needed.

2. Eligibility:

- a. Participation is voluntary. No Teamsters member will be required to assist with COVID-19 testing.
- b. In order to receive the bonus, selected members must commit to participating in this role for the entire 2022-23 school year.
- c. Participation is subject to approval by the District’s COVID-19 testing team in consultation with department managers.
- d. Those selected to participate must:
 - i. fully honor the confidentiality of the work
 - ii. have flexibility in their availability per their direct supervisor

- iii. complete required training
- e. Those selected are highly encouraged to be fully vaccinated and must properly use PPE.

3. Roles and Responsibilities:

- a. Those who volunteer to serve as part of a site's testing team and receive a bonus are agreeing to be trained and assist in overseeing self-administered COVID-19 testing:
 - i. For students or staff who need a negative test result to be eligible to return to school/work
 - ii. For students who are currently on modified quarantine and must test twice per week
 - iii. For students or staff who wish to participate in screening testing and/or required weekly testing for staff who are unvaccinated
 - iv. To support site-based needs such as field trips, band, volunteers or other special circumstances
- b. Those being tested collect their own samples; no one is asked to swab someone else.

4. Required Training and Confidentiality:

- a. Anyone who receives a bonus for serving as a testing team member must first complete the required training which consists of reading materials and a few short videos followed by an online multiple choice test and a live demonstration (typically via Zoom).
 - i. Training covers administration of the COVID-19 test, the software used to track testing, and federal health privacy laws.
- b. Those selected to participate are required to fully honor the confidentiality of the work. Violations of confidentiality will be addressed by the District's Human Resources department.

5. Testing Hours:

- a. Testing team members must have flexibility in their work schedule to meet the site's testing needs so as not to create coverage issues, workload impacts on other members, or otherwise impact service to students.
 - i. If site testing needs to occur during a member's work day, that member may only participate as a testing team member upon mutual agreement between the member and the site administrator.
 - ii. At a minimum those selected as testing team members should be available to assist during a work site's weekly screening testing time (to be scheduled by the District's COVID-19 testing team in consultation with department managers).
 - iii. A member that participates on a site testing team can be required to provide no more than four (4) hours of service per week for testing purposes.
- b. If there is a need for additional testing at the site beyond expectation in this section, for extenuating or cases of extreme need, the District will provide additional resources, including personnel, on a case-by-case basis to support site-based testing teams.

6. Health and Safety Precautions

- a. The District will provide all required PPE to assist with COVID-19 testing.
- b. Proper use of PPE is required for those assisting with testing.

This Side Letter of Agreement is non-precedential and will sunset on June 30, 2023. This Side Letter may be revised and/or extended by mutual agreement between the District and Teamsters.

Daniel Thigpen 7-6-2022
Daniel Thigpen Date
Senior Director, Labor Relations
San Juan Unified School District

Alm Daurie 7/6/22
Alm Daurie Date
Business Representative
Teamsters Local No. 150