

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ESCONDIDO UNION HIGH SCHOOL DISTRICT (EUHSD)  
AND  
ESCONDIDO SECONDARY TEACHERS ASSOCIATION (ESTA)  
FOR THE  
2021-2022 Opening of Schools in a COVID-19 ENVIRONMENT  
SEPTEMBER 22, 2021**

This MOU is an addendum to the COVID MOU for the 21-22 school year and addresses the matter of leaves and COVID testing for employees during the 2021-2022 school year. The parties acknowledge that more issues, known and unknown at this time, remain to be addressed regarding the safety of students and staff.

**A. LEAVES**

Bargaining unit members will have access to ten (10) COVID-related leave days not to be deducted from accumulated sick leave. These days will run concurrent with any state or federally granted COVID-19 emergency sick days.

1. A unit member may use the days if the member:
  - (a) is unable to work due to government-issued quarantine or isolation order related to COVID-19,
  - (b) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work,
  - (c) is experiencing symptoms of COVID-19 and is seeking diagnosis (COVID-19 molecular test results as soon as possible) and is unable to work,
  - (d) is experiencing symptoms/side-effects from a vaccine shot or vaccine booster. Unit members may be required to show proof of vaccination.
  
2. A unit member may use the days if the member is unable to work due to the need to care for:
  - (a) their minor child due to a COVID-19 related closure of school, or place of care, because of a COVID-19 case on the premises. Such closure must be documented by the school or place of care.
  - (b) their family member as defined by Labor Code 245.5(c) or any person living in the immediate household of the employee for a period of six (6) months or more who is subject to government-issued quarantine or isolation order related to COVID-19,
  - (c) their family member as defined by Labor Code 245.5(c) or any person living in the immediate household of the employee for a period of six (6) months or more who has been advised to self-quarantine by a healthcare provider related to COVID-19, or
  - (d) their family member as defined by Labor Code 245.5(c) or any person living in the immediate household of the employee for a period of six (6) months or more who is

experiencing symptoms of COVID-19 and is seeking diagnosis (COVID-19 molecular test results as soon as possible).

**B. TESTING**

The District shall provide free COVID-19 testing (rapid antigen testing), pending availability, for bargaining unit members at the district office in the circumstances listed below in (1) and (2). The District has and will continue to take all available steps to obtain and maintain adequate supplies for the testing of unit members. Testing will be available to unit members on or before October 15, 2021, currently scheduled from 7:30am-4:30pm, subject to change. In the event of a change in the testing schedule ESTA will be notified in advance.


(1) If a fully vaccinated member is identified, through the District tracking and tracing process, as a close contact from a work-related exposure, the District will provide free COVID-19 testing during the work day. The employee shall be granted release time without loss of pay, when the testing appointment is scheduled during their work day and with the availability of substitute coverage. If unable to schedule an appointment during the work day, a unit member will have the ability to schedule an appointment outside their contracted day.


ESTA and the District encourage the scheduling of testing appointments. Unit members who have scheduled appointments will be given priority.

(2) If unit members are required to test weekly pursuant to public health orders, the District will provide free COVID-19 testing when the unit member schedules an appointment outside their contracted day only. The unit member may test elsewhere and provide proof of a negative test to the District pursuant to public health orders.

This addendum shall expire in full without precedence on June 30, 2022, unless extended by mutual written agreement of both parties.

**FOR THE ASSOCIATION:**

DocuSigned by:  
  
CC90E308B5A6484  
Signature & Date

DocuSigned by:  
  
02CBA6E6CDD54CA  
Signature & Date

**FOR THE DISTRICT:**

 9/23/21  
Signature & Date

 9/23/21  
Signature & Date