MEMORANDUM OF UNDERSTANDING
BETWEEN
ESCONDIDO SECONDARY TEACHERS ASSOCIATION (ESTA)
and
ESCONDIDO UNION HIGH SCHOOL DISTRICT (DISTRICT)
IN PERSON TEACHING AND LEARNING
2020-2021 REOPENING OF SCHOOLS IN A COVID-19 ENVIRONMENT

The Escondido Union High School District (District) and the ESTA (Association or ESTA) enter this Memorandum of Understanding (MOU) regarding the reopening of schools for the 2020-2021 school year. The scope of this MOU is limited to the impacts and effects of physically reopening schools in an in person learning environment during the 2020-21 school year due to the COVID-19 pandemic.

Unless otherwise stipulated below, all components of the current Collective Bargaining Agreement between the ESTA and District not addressed by the terms of this MOU shall remain in full effect. The Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) California Government Codes 3540 et seq. apply and remain in effect.

This MOU is an addendum to the current collective bargaining agreement and addresses the matter of the in person learning for students and staff for the District during the 2020-2021 school year, requirements for safe school reopening, days and hours and instructional schedules, attendance and student participation, transfers and assignments, safety language, physical distancing/classroom/instructional/academic learning spaces, health screening, testing, notification, contract tracing, PPE, face covering requirements, handwashing, protective shielding, air ventilation and filtration, cleaning and sanitizing of classroom spaces, ingress and egress, lunch time, staff meetings, access, and duration. The parties acknowledge that more issues, known and unknown at this time, remain to be addressed regarding the safety of students and staff as schools reopen. The District will continue to consider the guidance of the California Department of Public Health and the San Diego County Public Health Department and other governmental entities related to pandemic health and safety matters.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools in order to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that in accordance with California Department of Public Health and the San Diego County Public Health Department that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a class or close school(s) to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year. Both Parties agree that Health and Safety is a priority.
Public Health Authorities: The District shall adhere to the most recent COVID guidelines issued by the California Department of Public Health (“CDPH”), and the San Diego County Department of Public Health. The Parties agree to meet as soon as possible upon request and in accordance with the law to negotiate the impact and effects of any revisions or updates to those guidelines.

The District and Association agree that this MOU is based on the following shared interests of the parties:
1. Establish and maintain the safety of all students and staff.
2. Ensure equitable access to educational resources, technology, academic support and intervention, and services for all students and families.
3. Ensure flexibility in the instructional schedule to allow for adjustments in the delivery of instruction to students based on current public health conditions mandates by the CDPH and the San Diego County Department of Public Health.
4. Provide as much consistency as possible in high quality instruction delivered through specified instructional schedules, regardless of the degree to which education and learning occur remotely or in person.
5. Establish and communicate expectations to students and staff.
6. To safely return to a pre-COVID 19 traditional instructional schedule as soon as it is permissible and safe to do so according to the State of California and San Diego County Public Health guidelines.
7. Provide clarity and direction about what teaching and learning look like if/when students are not designated to be in physical attendance on a school day.
8. Regardless of the instructional mode, distance or blended, the District shall make every effort to avoid increases to unit member workload. ESTA shall be notified of changes to the instructional schedule that increases a unit member’s workload, and any changes shall be communicated and bargained.

1. REQUIREMENTS FOR SAFE SCHOOLS:
1.1. For a safe return to physical schooling, science will drive decision making.
1.1.1. On August 25, 2020, the County Public Health officials declared that schools may reopen on September 1. This is based upon the public health data in San Diego County. (See Exhibit A) The District will be informed by the State Blueprint for a Safer Economy to make a decision on the status of schools and in person learning on the dates indicated in the Semester Timeline and Checkpoints for Opening on page 11 of this MOU. (See Exhibit A)
1.1.2. On August 9, 2020, a scientific panel of nine UCSD experts in various fields of expertise related to the COVID -19 pandemic released a report including recommendations made in the field of school health specific to school reopening, disease mitigation strategies, and school closure. (See Exhibit B)
1.2. Both the San Diego County Public Health guidelines and timeline for schools reopening as well as the UCSD expert panel information for school reopening support a stringent and slow phased reopening plan for safe in person student learning.
1.3. On August 28, 2020, Governor Newsom and the State of California released a Blueprint for a Safer Economy. This tiered framework outlines a stringent and slow reopening pace statewide. The tiers are defined by the number of cases per 100,000 residents per day and the percentage of new positive COVID-19 tests reported in each county. These tiers are designated by the colors of Purple, Red, Orange, and Yellow. (See Exhibit C)

1.4. In like manner, reopening campuses for in person learning in EUHSD will occur in a stringent and slow phased approach based upon public health data.

1.5. Once school campuses are reopened in the Red Tier, the school campuses would stay open even if San Diego County returns to the Purple Tier, unless the criteria in section 14.4 are met.

See Chart Below:

<table>
<thead>
<tr>
<th>Percent Positivity</th>
<th>Case Rate Per 100,000/Day</th>
<th>Tier Color</th>
<th>Students</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 8%</td>
<td>More than 7 cases</td>
<td>Purple</td>
<td>Distance Learning for All Students Small Cohorts Not to exceed 12 people per room for Medically fragile SPED classrooms Not to exceed 18 people per room for ELD I, II, III, Autism, IOP, Bridge and START classes on Campus Up to 4 days/week during the instructional day Not to exceed 8% of total student population on campus at one time Not to exceed physical distancing guidelines</td>
<td>Staff Choice</td>
</tr>
<tr>
<td>5-8%</td>
<td>4-7</td>
<td>Red</td>
<td>Distance Learning for All Students After School On campus learning opportunities for all Students that are not for credit (with the exception of the dual enrollment program) including CTE &amp; AP Small Cohorts on Campus not to exceed 12 people per room for Medically fragile SPED classrooms not to exceed 18 people per room for ELD I, II, III, Autism, IOP,</td>
<td>Staff Choice</td>
</tr>
<tr>
<td>Percentage</td>
<td>Threshold</td>
<td>Tier</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-----------</td>
<td>------</td>
<td>-------------</td>
<td></td>
</tr>
</tbody>
</table>
| 2-4.9%     | 1-3.9     | Orange | All Students  
2 Day Blended Model  
After School On campus learning opportunities for All Students including CTE & AP  
Not to exceed physical distancing guidelines  
Not to exceed 51% for EHS, SP, and OG, and not to exceed 52% for Valley, and DLA of total student population on campus at one time. |
| 0-1.9%     | Less than 1 | Yellow | 5 Days in Person  
Teaching & Learning  
After School On campus learning opportunities for All Students including CTE & AP  
100% of students on campus |

1.8. **Purple Phase** - While the County of San Diego is in Purple, EUHSD students will be in Distance Learning. All bargaining unit members may choose to continue to provide distance learning virtually on campus or in an alternate location. While all students are in Distance learning, small cohorts of students may attend school on campus for in person learning not to exceed physical distancing guidelines as follows:

1.8.1. The identified small cohorts of students shall not exceed 8% of the total school population.
1.8.2. The identified small cohorts of students will include students with moderate to severe disabilities, and students enrolled in ELD I, II, and III.
1.8.3. ELD I, II, III classes may attend 4 days of in person instruction.
1.8.4. Moderate to Severe & self-contained special education classes may attend 4 days of in person instruction.
1.8.5. Designated Services such as APE, DHH, OT, LSH, may be provided on campus for individual or small cohorts of students.

1.8.6. Required student assessments, such as ELPAC and annual and triennial special education assessments, may be conducted on campus individually or in small cohorts, following social distancing. It is not a requirement for a unit member to physically report for such assessments.

1.8.7. Bargaining unit members who teach any course that is allowed back on campus during this phase may choose to teach virtually on campus or in an alternate location.

1.8.8. Any course that is taught on campus during this phase will adhere to the following guidelines:

1.8.8.1. These classes will not exceed:
   1.8.8.1.1. Medically Fragile – 12 total (students and adults)
   1.8.8.1.2. All other classes - 18 total (students and adults)

1.8.8.2. These small cohort classes will follow the existing bell schedule. There will be flexibility for moderate to severe & self-contained special education classes.

1.8.8.3. These small cohort classes will conduct daily live instruction only for attendance and class objectives and should take no longer than 10 minutes, shall be asynchronous moving forward, and shall offer one-on-one support or small group instruction to individual students for a time during each class period to be determined at the teacher’s discretion.

1.8.8.4. Beyond what is required in 1.8.8.3, a teacher is not required to simultaneously teach live daily instruction both virtually and in person.

1.8.9. All bargaining unit members may choose to teach or provide services virtually from campus or an alternate location.

1.8.10. The District will provide a substitute to physically monitor students in class on campus should a bargaining unit member choose to teach virtually.

1.8.10.1. Should a member choose to remain virtual, the district will train a substitute to access and follow the teacher-created Canvas lessons so the teacher does not have to also create sub lesson plans.

1.8.10.2. The teacher shall continue to create Canvas lessons, and provide daily live instruction of 40 minutes or 34% of the period for virtual teaching and distance learning even while a substitute is on campus for student support.

1.8.11. Unit Members who are asked to provide in – person instruction in the red or purple phase will be eligible to receive an In – Person Teaching Stipend.

1.8.12. The district shall multiply the number of unit members who are asked and choose to teach in-person throughout the grading period by $1250.00 and divide that evenly among all of the eligible teachers, and payout to all eligible teachers at the end of each grading period.
1.9. **RED Phase** - While the County of San Diego is in Red, EUHSD students will be in Distance Learning. All bargaining unit members may choose to continue to provide Distance Learning virtually on campus or in an alternate location. While all students are in Distance Learning, small cohorts of students may attend school on campus for in person learning. In addition, all students shall have opportunities to learn after school.

1.9.1. The number of students on campus at any one time shall not exceed 25% of the total school population beginning with small numbers of cohorts

1.9.2. Small cohorts of students identified in the Purple Phase above may continue to attend 4 days of in person instruction on campus, and additional students may be identified for extra support as successful conditions permit.

1.9.2.1. If additional students are identified for extra support, students and teachers will continue to adhere to the following guidelines:

1.9.2.2. These classes will not exceed:

   1.9.2.2.1. Medically Fragile – 12 total (students and adults)
   1.9.2.2.2. All other classes - 18 total (students and adults)
   1.9.2.2.3. These classes will follow the existing bell schedule
   1.9.2.2.4. The ELD and self contained special education classes will follow the current model of instruction with daily live instruction for attendance and objectives and should take no longer than 10 minutes and then be asynchronous.

1.9.2.2.5. Beyond what is required above, a teacher is not required to simultaneously teach live daily instruction both virtually and in person.

1.9.2.3. Should a member choose to remain virtual, the district will train a substitute to access and follow the teacher-created Canvas lessons so the teacher does not have to also create sub lesson plans.

1.9.2.3.1. The teacher shall continue to create Canvas lessons, and provide daily live instruction of 40 minutes or 34% of the period for virtual teaching and distance learning even while a substitute is on campus for student support.

1.9.3. After school learning opportunities will be offered to all students not to exceed 25% of the total school population within social distancing guidelines.

1.9.3.1. After school non-credit (with the exception of the dual enrollment program) learning opportunities will be voluntary for teachers and paid at the extra service certificated hourly rate of $37.12 per hour.

1.9.4. All bargaining unit members may choose to teach virtually from campus or an alternate location.

1.9.5. Unit Members who are asked to provide in – person instruction in the red or purple phase will be eligible to receive an In – Person Teaching Stipend.

1.9.6. The district shall multiply the number of unit members who are asked and choose to teach in-person throughout the grading period by $1250.00 and
divide that evenly among all of the eligible teachers, and payout to all eligible teachers at the end of each grading period.

1.9.7. The District will provide a substitute to physically monitor students in class on campus should a bargaining unit member choose to teach virtually.

1.9.8. The parties agree to open campuses in a modified Initial Red Phase (see table below) that supports a stringent and slow pace increasing from 8% up to 25% of the total school population. There will be a checkpoint on or about October 12th within the Initial Red Phase at which time the current public health conditions and the condition of the Initial Red Phase on campus will be evaluated prior to increasing the student population on campus.

1.9.8.1. For the first three weeks, small cohorts of students who are identified as students in moderate/severe & self-contained special education and ELD I, II, III classes may attend in person instruction on campus up to 4 days per week, Tuesday-Friday not to exceed 8%. Teachers of these classes have the choice to teach virtually or in person.

1.9.8.2. For the next three weeks, small cohorts of students who are identified as students in moderate/severe & self-contained special education and ELD I, II, and III may attend in person instruction on campus up to 4 days per week, Tuesday-Friday—not to exceed 25%. Teachers of these classes have the choice to teach virtually or in person.

1.9.8.2.1. Students identified as needing extra support may attend in person on campus up to four days per week in a learning pod. Students will learn virtually when they are on campus and receive in person support. The total number of students is inclusive of the 25% of students on campus.

1.9.8.2.2. Learning Pods are self contained cohorts of students that do not travel from one period to the next. Instead, they remain in one classroom, supervised by a teacher and/or combination of other staff, and access their courses for distance learning.

See chart below

<table>
<thead>
<tr>
<th>INITIAL RED PHASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slow &amp; Stringent Phased Approach to</td>
</tr>
<tr>
<td>Initially Bring Students Back to Campus</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Three Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mod/Severe, Medically Fragile, Bridge, START, Autism, and IOP Special Ed Classes</td>
</tr>
<tr>
<td>ELD I, II, III Classes</td>
</tr>
<tr>
<td>On Campus up to 4 Days per week</td>
</tr>
<tr>
<td>Teachers Choice Virtual or In Person</td>
</tr>
</tbody>
</table>
Not to exceed 8% of total school population

<table>
<thead>
<tr>
<th>Second Three Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mod/Severe, Medically Fragile, Bridge, START, Autism, and IOP Special Ed Classes</td>
</tr>
<tr>
<td>ELD I, II, III Classes</td>
</tr>
<tr>
<td>Teachers Choice Virtual or In Person</td>
</tr>
<tr>
<td>Students identified for extra support</td>
</tr>
<tr>
<td>On Campus up to 4 Days per week</td>
</tr>
<tr>
<td>After School On campus learning opportunities (non-credit with the exception of dual enrollment classes) open for all students</td>
</tr>
<tr>
<td>Increasing from 8% up to 25% of total school population</td>
</tr>
</tbody>
</table>

1.10. **Orange Phase** - While the County of San Diego is in Orange, EUHSD students who selected the Two Day Blended Model and all staff, except those who have accommodations to not be on campus, shall return to in person learning on campus following the Two Day Blended Model or the Independent Study Model.

1.10.1. All bargaining unit members, except those who have received accommodations to not be on campus, shall report back to campus to teach their assigned students in the assigned schedule according to the Two Day Blended Learning Model or Independent Study Model Tuesday through Friday.

1.10.2. In an effort to ease the safe transition for staff from remote to onsite work starting in the Orange Phase, all unit members shall have the option to have three consecutive asynchronous days prior to the date that students report to school sites for planning and preparation of classroom spaces. During the asynchronous days, daily live instruction will consist of holding classes for attendance and class objectives that should take no longer than 10 minutes.

1.10.3. All bargaining unit members, except those who have received accommodations to not be on campus, may choose to work on campus or from an alternate location on Mondays.

1.10.4. Mondays will include 30 minutes of live instruction for TEE time rotated sequentially (1-6) and rotated weekly. Periods 1-6 will be asynchronous and bargaining unit members will reconcile weekly attendance and update gradebook.

1.10.5. On Mondays, bargaining unit members shall meet virtually for meetings with PLC teams, Department Chair meetings and other meetings such as IEPs, 504s, SSTs, and parent conferences as consistent with current CBA language. Meetings may be held in person if the unit member requests and following all safety protocols.

1.10.6. These small cohort classes will conduct daily live instruction only for attendance and class objectives and should take no longer than 10 minutes, shall be asynchronous moving forward, and shall offer one-on-one support or
small group instruction to individual students for a time during each class period to be determined at the teacher’s discretion.

1.10.7. Beyond what is required in 1.10.6, a teacher is not required to simultaneously teach live daily instruction both virtually and in person.

1.10.8. Tuesday and Wednesday will be Periods 1, 3, 5 and divided into two cohorts of students.

1.10.9. Thursday and Friday will be Periods 2, 4, 6 and divided into two cohorts of students.

1.10.9.1. A student shall participate in a 30-minute weekly (TEE) lesson on Monday morning at 8:30 a.m. For the remainder of the student day on Monday, students shall complete asynchronous learning.

50% Two Day Blended Model, students will attend either:

1.10.9.1.1. Tuesday for periods 1, 3, 5 and Thursday for periods 2, 4, 6

or

1.10.9.1.2. Wednesday for periods 1, 3, 5 and Friday for 2, 4, 6.

See schedule below.

1.10.10. In preparation for the district to move into the Orange Phase, the district will create 100% virtual Canvas positions based upon student need. To determine student need, the district will create a survey, in consultation with ESTA, to be administered to all families at least three weeks prior to the district’s implementation of the orange phase instructional model.

1.10.10.1. Student Need in 1.10.10 is defined as 28 - 30 students requesting a class. This quantity of student requests is needed to open a 100% virtual Canvas section.

1.10.10.2. The district will assign bargaining unit members to 100% virtual Canvas sections based upon credentials and following the priority of accommodations as outlined in Section 9.0. Any remaining
virtual positions will be assigned in accordance with seniority. In the event that it is an involuntary reassignment, the least senior shall be reassigned. In the event that it is a voluntary reassignment, the most senior shall be reassigned.

1.10.10.3. Bargaining Unit members who were assigned to Independent Study or 100% Virtual Canvas classes during the 2020-2021 school year, may choose to return to their original work site when/if the District returns to Yellow for the 2021-22 school year and assigned to classes based upon their credential and seniority.

1.10.11. If the bargaining unit member is unable to report back to campus for in person teaching and learning and/or is not able to be accommodated due to their own health risk, the health risk of an immediate family member or for child care due to school closure or closed day care and as verified by HR, the bargaining unit member will have options to use leave according to the CBA or FFCRA.

1.11. Yellow Phase- While the County of San Diego is in Yellow, all EUHSD students and all staff will return to in person learning and on campus in person learning for all classes by all teachers Monday through Friday following a Five Day Teaching and Learning Model that was in effect pre COVID-19.

1.11.1. The school bell schedules will stay the same for the remainder of the 2020-21 school year with Monday being an early release day and block days offered Tuesday through Friday.

1.11.2. The periods will revert to alternating odd and even days as described below.

1.11.3. Mondays will be an early release day starting with the rotating TEE lesson period and 6 class periods. Bargaining unit members will have time for meetings with PLC teams, Department Chair meetings and other meetings such as IEPs, 504s, SSTs, and parent conferences as consistent with past practice and current CBA language.

1.11.4. Tuesday and Thursday will be Periods 1, 3, 5

1.11.5. Wednesday and Friday will be Periods 2, 4, 6
### SEMESTER TIMELINE AND CHECKPOINTS FOR OPENING

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Grading Period</td>
<td>2nd Grading Period</td>
<td>3rd Grading Period</td>
</tr>
<tr>
<td>Distance Learning</td>
<td>*Initial Red Phase for small cohorts &amp; Distance Learning for All other students</td>
<td>TBD</td>
</tr>
</tbody>
</table>

- **Sept 8** Checkpoint to inform the 2nd grading period
- **On or about October 12** To review implementation of the first three weeks of Initial Red Phase
- **Oct 20** Checkpoint to inform the 3rd grading period
- **Nov 10** Checkpoint to inform the start of 2nd Semester

Following the identified checkpoints, the district will notify the ESTA President regarding the color status.

### 2.0 DAYS, HOURS, AND INSTRUCTIONAL SCHEDULES-

2.1 In order to provide high quality accessible virtual learning environments for all students, Bargaining Unit Members are encouraged to record 40 minutes of video instruction per course taught and post each week for the sole purpose of student reference and instructional access and will not be used as part of teacher evaluation.

### 3.0 ATTENDANCE AND STUDENT PARTICIPATION

3.1 The District shall adhere to student attendance requirements (Ed Code Section 43504).
3.2 The District shall follow state guidelines for attendance tracking and reporting and develop written procedures for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or 60 percent of the instructional days in a school week. These procedures shall include but are not limited to: Verification of current contact information for each enrolled student; Daily notification to parents or guardians of absences; A plan for outreach from the school to determine student needs including connection with health and social services as necessary.
3.3 The Parties agree to follow the Attendance and Engagement Plan attached as Exhibit D
4.0 Counselors

4.1 During the distance phase (purple and red), counselors shall provide appointments to students for academic counseling and social emotional support. These appointments may be conducted via email, via phone, or via other tools of their choice. No counselor is required to report physically during purple and red stages.

4.2 If a counselor chooses to physically report to campus during purple and red phases, social distancing will apply. If the counselor’s office is not big enough to socially distance from a student, administration will arrange for an alternate location that allows for confidential one-on-one appointments large enough for a parent and/or student meetings with counselors.

4.3 During the Orange phase,

4.3.1 All counselors, shall report to work on campus unless they have received accommodations to not be on campus. Counselors may choose to work on campus or from an alternate location on Mondays.

4.3.2 Social distancing will apply. If the counselor’s office is not big enough to socially distance from a student, administration will arrange for an alternate location that allows for confidential one-on-one appointments large enough for a parent and/or student meetings with counselors.

5.0 Special Education

5.1 The parties agree to meet at the request of either party to address implementing guidance from the California Department of Education and/or the Federal Department of Education to provide equitable and appropriate education for our students with special needs.

5.2 Digital options to meet and collaborate on a student’s IEP can be implemented in the COVID-19 environment.

5.3 Assessments will be administered in order to comply with Federal law (IDEA 2004) and in order to gather the appropriate data to write a legally defensible assessment report to determine the appropriate area of eligibility, and to make an appropriate offer of FAPE. Special Ed bargaining unit members will be trained on Special Ed relevant assessment and teaching programs/apps. Informal assessments may be done online. All other forms of assessments will be voluntary and may include informal observations.

5.4 For annual assessments, review of records, work samples, teacher feedback, and classroom assessments are acceptable to gather the appropriate data to write a legally defensible IEP and to make an appropriate offer of FAPE.

5.5 Special education teachers will work collaboratively with core content teachers via a virtual platform to accommodate and/or adapt lessons to meet the needs of each student’s Individualized Educational Program (IEP) and ensure that lessons and activities are appropriate as documented in the student’s IEP or 504 plan. Individual accommodations will be provided for the student.
5.6 The district and special education teachers shall make every effort to ensure that all confidentiality protections that are regularly in place remain in place. However, it should be understood that online interactions may not have the same guarantees of confidentiality that exist during in-person interaction.

5.7 During the Orange phase,
   5.7.1 Special Education teachers shall report to work on campus unless they have received accommodations to not be on campus. Special education teachers may choose to work on campus or from an alternate location on Mondays.
   5.7.2 Assessments shall be conducted in person on campus during the Orange Phase following social distancing guidelines unless otherwise stipulated in the Phase One MOU or the Collective Bargaining Agreement.

Co-Teaching
5.8 The language that was agreed to in the CBA and previous MOUs that are still in effect continue to apply. Special Education teachers and General Education teachers in a co-teaching environment have been given access to training specific to collaborative instruction during the regular contract days and hours. Additionally, the district shall provide opportunities for members to voluntarily receive ongoing training throughout the year during regular contract days and hours.

5.9 Co-teaching is a specially designed classroom with two instructors. In the event, one of the co-teachers is absent, regardless of distant or physical learning, the remaining teacher will receive the choice of either having a qualified sub or receiving comp time or the certificated hourly rate for the total days absent. The absent teacher will use Frontline in a timely manner to indicate the absence.

Moderate/Severe
5.10 Upon return, Special Education teachers of students with moderate to severe disabilities shall be provided flexibility within the given bell schedule and instructional delivery model as per student IEPs and to accommodate student diverse learning, health, and behavioral needs.

6.0 Leaves
6.1 Bargaining unit members will have full access to the Families First Coronavirus Relief Act (FFCRA expiring Dec. 31, 2020) This leave is federal paid sick time, not to be deducted from accumulated sick leave.

6.2 For unit member self-care: A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member
   6.2.1 (1) is unable to work due to government-issued quarantine or isolation order related to COVID-19,
   6.2.2 (2) has been advised to self-quarantine by a healthcare provider related to
COVID-19 and is unable to work,

6.2.3 (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work.

6.2.4 The District may request verification prior to placing a unit member on paid FFCRA leave.

6.3 For unit members to care for others: A unit member may use up to 10 days at two-thirds the employee’s regular rate of pay of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for

6.3.1 (1) a minor child due to a COVID-19 related school closure,

6.3.2 (2) an individual subject to government-issued quarantine or isolation order related to COVID-19,

6.3.3 (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or

6.3.4 (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis.

6.3.5 The District may request verification prior to placing a unit member on paid FFCRA leave.

6.3.6 The unit member may opt to use their sick leave to fill the gap between two-thirds pay to their full pay.

6.4 For those bargaining unit members who have taken leave under FFCRA for health reasons or otherwise used paid leave to quarantine as a result of COVID-19 exposure, the bargaining unit member shall not return from leave or enter campus without complying with federal, state and local health requirements (i.e. testing or symptom requirements) and consistent with requirements under the CBA of providing a doctor’s note. whose per diem rate is greater than $511, the District will pay the difference between the bargaining unit member's per diem rate and $511 as described in FFCRA.

7.0 Sick Leave

7.1 Bargaining Unit Members will have discretion to use their accumulated sick time for illness or personal necessity purposes, including childcare. Bargaining Unit Members will work with their site admin to take such days and continue to follow procedures for entering absences.

8.0 Industrial Accident Leave/Workers Compensation

8.1 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker’s Compensation remain in effect.
9.0 TRANSFERS AND ASSIGNMENTS

9.1 EUHSD and ESTA have a mutual interest in reasonably accommodating teachers who are at high risk due to COVID-19, who have family members who reside in the household who are high risk, or whose child’s school is closed due to COVID-19.

   9.1.1 The unit member shall provide documentation as to their health risk or their family member’s health risk or school closure.

9.2 The availability of Independent Study teaching positions is based on student enrollment in Independent Study.

9.3 A bargaining unit member may be reassigned to in person or virtual learning via Canvas if he/she is currently assigned to Independent Study distance learning and that assignment is needed for another bargaining unit member who has been determined to be at higher risk for COVID-19.

9.4 If a Bargaining Unit Member requests to work remotely for the semester due to the high risk of the unit member or their family member, the following procedures shall apply to the assignment of the remote work:

   9.4.1 First priority for remote assignments shall be given to those qualified individuals who are requesting the remote assignment because either they or someone in their household are at high risk for COVID-19 according to the CDC list of conditions for increased risk.

   9.4.2 Second priority will be given to those unit members that might be at an increased risk according to the CDC list of conditions. priority in order of seniority.

   9.4.3 Third priority will be given to those unit members that are caring for an individual that are at high risk or might be at an increased risk according to the CDC list of conditions.

   9.4.4 Fourth priority shall be given to those unit members whose child’s school is closed due to COVID.

   9.4.5 The unit member shall provide documentation as to their health risk or their family member’s health risk or school closure.

   9.4.6 If after giving priority of assignment to these qualified individuals, there is additional remote work available, the remaining assignments shall be filled in order of seniority among qualified employees through consultation with site administrators and consideration of District needs.

   9.4.7 In the event a unit member is unable to return to in-person instruction because either they or someone in their household is high risk for COVID-19, and a remote assignment is unavailable to them, such bargaining unit member shall have access to leave as specified in the CBA or through FFCRA. For those bargaining unit members whose per diem rate is greater than $511, the District will pay the difference between the bargaining unit member's per diem rate and $511 as described in FFCRA.
10.0 ACCOMMODATIONS

10.1 EUHSD and ESTA have a mutual interest in reasonably accommodating teachers who are at high risk due to COVID-19, who have family members who reside in the household who are high risk, or whose child’s school is closed due to COVID.

10.2 The parties recognize that some individuals may have increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If an employee has such an underlying health condition and that condition qualifies as a “disability” under the ADA or FEHA, the District acknowledges that the interactive process may be required to safely evaluate working conditions for employees with health conditions that heighten the risk of severe outcomes with COVID-19, as well as secure the safety of bargaining unit members high-risk family members. The bargaining unit members will be offered the opportunity to share what reasonable accommodations are requested to fulfill their essential duties of their respective job description through the interactive accommodation process.

10.3 Reasonable accommodation options for employees particularly vulnerable to COVID-19 due to a medical condition, or to secure the health of a high-risk family member may include, but not limited to:

   10.3.1 Providing additional or enhanced personal protective equipment (PPE);
   10.3.2 Placing physical barriers to separate the vulnerable employee from coworkers or the public;
   10.3.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
   10.3.4 Moving the employee workstations
   10.3.5 Remote work agreement between District and employee

10.4 If the employee’s underlying health condition does not qualify as a “disability” under the ADA or FEHA, the District and employee will, upon the employee’s request, discuss reasonable alternatives to the employee’s current assignment with the goal of ensuring the employee can safely and effectively perform their essential duties. The parties understand that this discussion is outside of the reasonable accommodations process required by the ADA and FEHA.

10.5 As part of either of the processes above, the District reserves the right to request the employee to provide sufficient documentation to verify the need for an accommodation.

11.0 EVALUATIONS

11.1 Probationary and temporary unit members shall be evaluated in the 2020-21 school year and according to the procedures as outline in Article III:B.

11.2 Administrators shall have access to classes both virtual and in person class periods.

11.3 Both parties understand that the 2020-2021 school year is both unique and unprecedented. A certain degree of flexibility will be necessary as both teachers and students adjust to new instructional models. Accordingly, the District reserves the right to engage in informal observations and to provide direction, feedback, and support based upon those informal observations.
11.4 Both parties acknowledge that distance learning is a challenging process. All unit members who engage in good faith actions to implement distance learning shall not be subject to any disciplinary action on any lesson planning, implementation, delivery, and or student assessment associated with flexible learning due to the unique circumstances surrounding the crisis. This shall not preclude disciplinary action for non-COVID distance learning related items, such as inappropriate behaviors or communications with students during this time.

11.5 During any online classroom setting, to the extent possible bargaining unit members are expected to use their best efforts to manage student behavior under the same rules and standards pursuant to District and site policies, and the California Standards for the Teaching Profession during online classroom settings, including utilizing tools within the setting provided to maintain a safe learning environment. Unit members shall use their best professional efforts to ensure there are no inappropriate behaviors of second or third parties in the teacher’s classroom or household while they engage in distance learning or are participating in professional development. Unit members using their best efforts will not be disciplined for the inappropriate acts of third parties.

SAFETY LANGUAGE
12.0 ADHERENCE TO HEALTH GUIDANCE
12.1 Where there is a conflict between the various guidelines or orders, the District shall adhere to the San Diego County Public Health guidelines or orders that reflect the local conditions in order to accurately ascertain local health and safety risks to minimize potential health and safety risks for all unit members, students, and their families.

12.2 The Parties agree to meet upon request and in accordance with the law as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines.

12.3 Both Parties agree that health and safety is a priority and will work collaboratively to monitor safety protocols and ensure a compliant campus environment.

12.4 The District shall share with staff a plan to address individuals who do not comply with the face covering requirements, social distancing, handwashing, ingress and egress procedure and any other procedures pertaining to health guidance prior to the start of in-person learning. (See Exhibit E)

12.5 The District has established the safe reopening measures and posted the Safe Reopening Plan document at each site according to COVID-19 Industry Guidance for Schools and School Based Programs found at: https://files.covid19.ca.gov/pdf/checklist-schools--en.pdf

13.0 PHYSICAL DISTANCING/CLASSROOM/INSTRUCTIONAL/ACADEMIC LEARNING SPACES: The District shall ensure minimum physical distancing according to State and San Diego County Public Health Guidelines. Both parties agree that as of the time of this MOU the standard for physical distancing is six feet. Both parties acknowledge that the standards for physical distancing may change and agree to bargain any changes to current Public Health guidelines.
13.1 The District shall calculate and post the maximum capacity of all workspaces while maintaining physical distance requirements and will provide to ESTA.
13.2 All workspaces shall be measured and set up to maintain the physical distancing requirement prior to the start of in-person learning.
13.3 Teacher and other staff desks shall be 6 feet away from student desks.
13.4 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring.
13.5 The District shall structure work assignments to minimize as feasible the number of total contacts for all people at a school or worksite.
13.6 At the discretion of the teacher, the six feet guideline may be waived for changing, feeding, medical, and other student needs in the mod-severe environment.

14.0 HEALTH SCREENING, TESTING, NOTIFICATION, AND CONTACT TRACING
14.1 The Parties agree that health and safety is a high priority. Each school site shall have protocols that support the daily safety and health of all students, staff, and campus visitors.
14.2 Conditions will soon be available for school employees to be tested free of charge every other month should they desire to do so. Details are pending.
14.3 Testing is a recommendation but not a requirement per the San Diego County Public Health Officials. There are currently 28 testing sites in the County. (See Exhibit F) All unit members who desire shall have access to COVID-19 testing free of charge during the work day during asynchronous learning time. Unit members shall be compensated mileage to and from their assigned work site to the testing site.

14.3.1 In the event that unit members desire to be tested when the District moves to the Yellow Phase, the parties agree to meet and negotiate the logistics.

14.4 Once the District campuses reopens, the District shall monitor the number of positive cases at each site. Whenever one person (student or adult) in a cohort tests positive for COVID-19, that entire cohort (students and adults) shall be closed for at least 14 days. According to the CDPH Guidelines, whenever 5% of the persons (students or adults) in a school test positive for COVID-19, that school shall be closed for at least 14 days. Whenever 25% of the school sites in a district closes (DLA, EHS, OGHS, SPHS, Ad Ed, VHS, DSC all districts sites shall be closed for at least 14 days.

14.4.1 A cohort is defined as a group of students and adults on campus sharing the same space on the same day. This would include classes, learning pods, and ASSETS classes after school.

14.5 Upon the physical return of students to school campuses, the District will adjust staffing allocations to ensure that there is a dedicated employee, assigned for the purposes of overseeing student health care at the following school sites every day that students are present: DLA, SPHS, OGHS, EHS, and VHS. Other than the District Nurse, no other ESTA Unit members will be utilized for the purpose of student health screenings.

14.6 The District Administrative Team shall:
14.6.1 Oversee the health screening, testing, and notification of all individuals on the school campus shall be the responsibility of the District Administrative Team.
14.6.2 Coordinate with the County Public Health Department.
14.6.3 Care for any individuals that manifest symptoms associated with COVID-19; shall be the responsibility of the District Nurse working with the site assigned staff, to oversee student health care needs.
14.6.4 Implement and Monitor quarantine protocols;
14.6.5 Train all students and staff on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage working in conjunction with classified and certificated staff.

14.7 The District shall follow protocols and ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school including temperature checks according to the State and San Diego County Public Health Guidelines.

14.8 Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.

14.9 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the County Public Health Department.

14.9.1 All persons who may have come in close contact (closer than 6 feet for 15 minutes or more with or without a face covering) with the infected individual shall be notified.

14.9.2 The District shall notify the Association President of the location(s) where the individual has tested positive and the number of individuals involved.

14.9.3 All notifications shall be provided within 24 hours of the District receiving knowledge, and/or prior to any impacted staff member's next workday, or as soon as practicable.

15. PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

15.1 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.

15.2 PPE will be made available, at no cost to the employee, to all bargaining unit members based on their position such as, but not limited to: Face masks, N95 masks, goggles, face shields. Plexi-glass shields will be provided to all bargaining unit members, hospital scrubs or gowns, etc. If PPE face coverings are not available in the moment, individuals without PPE will request the PPE from site and district administrators. During the time it takes to provide the PPE, the bargaining unit member may wait outside or in their car for a maximum of 30 minutes. After 30 minutes, the unit member will return to the administrator’s office to verify if PPE is available. If PPE is still not available, the unit member may be sent home. Unit members sent home due to lack of PPE will receive their full daily rate of pay.
15.3. In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the unit member provided PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.

15.4. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

15.5. The following bargaining unit members are designated per their essential duties as those eligible for N95 respirators: Nurse.

15.5.1. Bargaining unit members who are eligible for the N95 respirators shall receive medical clearance by a licensed health care professional. The licensed health care professional will send a written clearance stating the individual can wear an N-95 respirator.

15.5.2. The bargaining unit member who are eligible shall receive a fit test by the medical professional/organization that recommends the N95 Mask.

15.5.3. The bargaining unit member shall receive training on the proper use of the N95 Mask on their own time.

15.5.4. Bargaining unit members who are not required to use and/or choose to use N95 respirators shall be fit-tested and medically cleared at their own expense.

16. FACE COVERING REQUIREMENTS/MASKS

16.1. The District shall require the use of facial coverings (“masks or face shields with drapes”) in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape. Masks and face shields with drapes may not be required for students if in the identified groups exempted from use of face coverings. Face coverings are required to be worn properly (covering mouth and nose) at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all administrators, and any visitors on campus over two years of age.

16.2. Face coverings shall not be required for students or and staff with exemptions as outlined in the public health guidelines in the State of California and San Diego County as verified in writing from a medical professional.

16.3. Face coverings shall be worn in all public areas and may be removed only when the bargaining unit member is alone in their classroom/workspace. Concerns relating to individuals who may be unable to wear a face covering will be addressed on a case-by-case basis.

17. HAND WASHING REQUIREMENTS

17.1. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

17.2. All individuals shall be required to wash their hands or use medically effective (at least 60% alcohol) hand sanitizer upon entering district sites and classrooms or shared workspace is entered.

17.3. The District shall comply with the following hand washing requirements:
17.3.1. Every room with a sink shall be stocked with soap, or medically effective hand sanitizer.
17.3.2. Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
17.3.3. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

18. PROTECTIVE SHIELDING
18.1. All bargaining unit members shall be provided a Plexiglass or similar barrier for their workspace between their workstation and the students and public.

19. AIR VENTILATION AND FILTRATION
19.1. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour. The unit will begin each day at 100% outside air and modulate down to 15% as the weather dictates. Including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 and changed at the recommended intervals.
19.2. The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are thoroughly cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
19.3. Teachers and/or Students may clean their own desk areas or designated surfaces at the beginning of each period with only District provided cleaning solutions.
19.4. When choosing cleaning products, the District shall consult and utilize information on Environmental Protection Agency (EPA)-approved disinfectants labels with claims against emerging viral pathogens. Employees will follow the manufacturer’s instructions for use of all cleaning and disinfection products (e.g., concentration, application method, contact time, personal protective equipment, etc.)
19.5. All areas used as the isolation space/room of individuals presenting COVID-19 symptoms shall be equipped with adequate ventilation with the use of minimal recirculated air and utilize outdoor spaces as feasible.
19.6. If an individual tests positive for COVID-19, the District will replace the HVAC filters at the areas impacted in the event of a specific known COVID-19 case.

20. REGULAR AND DEEP CLEANING AND SANITIZING OF CLASSROOM SPACES
20.1. Deep cleaning and sanitizing of classroom spaces and staff workspaces shall be completed daily.
20.2. Cleaning and sanitizing shall be carried out by trained staff.
20.3. Cleaning and sanitizing shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
21. SCHOOL INGRESS AND EGRESS POINTS
21.1. School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.
21.2. Unit Members shall be assigned an ingress and egress point for use when coming to school for in-person learning that may be different than used by students.
21.3. Unit members may only enter the assigned work site after completing the health screening process which currently involves temperature checks and answering health screening questions. shall occur before a unit member begins work based on State and San Diego County Public Health Guidelines. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, local, and district health recommendations and district policies and procedures.
21.4. In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the current social distancing guidelines, which at the time of the establishment of this MOU is defined by the six (6) feet physical distance spacing requirements.

22. LUNCH TIME
22.1. Current physical distancing guidelines which at the time of the establishment of this MOU are defined by physical distancing of six (6) feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s) as feasible.
22.2. Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.

23. STAFF MEETINGS AND GATHERINGS
23.1. When schools physically reopen, meetings may be held virtually or in person following the current health guidelines for physical distancing and face coverings.
23.1.1. If schools physically reopen, in-person meetings shall be offered virtually (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). If a unit member chooses to attend a meeting in person, the meeting will adhere to a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting. Otherwise, all meetings shall be held virtually.
23.2. Large meetings or gatherings shall be held virtually until State and County Public Health guidelines authorize otherwise.

24. ACCESS LIMITATIONS AND ASSOCIATION RIGHTS
24.1. The District shall limit non-essential visitors, facility use permits as allowable by law, and volunteers.
24.2. When visitors come to campus, they will be asked to follow the health guidelines including face coverings and physical distancing. If needed, the visitor will wait outside until there is allowable capacity in the office or department.

24.3. Representatives from ESTA, including local ESTA leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites contingent upon temperature, health screenings and use of face coverings.

25. CONSULTATION:
25.1. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents and the District community as events continue to unfold during the pandemic.

25.2. The District and the Association are jointly committed to maintaining open lines of communication to facilitate prompt discussion and resolution of issues that may arise as schools reopen for the 2020-2021 school year to best serve their Shared Interests first stated above.

25.3. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

25.4. In the event that all students are permitted to safely return to pre-COVID-19 conditions on campus in the 2020-2021 school year or during the Yellow Phase as determined by the Governor, both parties agree (i.e., all students physically attend school five full days per week), the on-campus schedules for EHS, OGHS, SPHS will reflect the same schedules as were Board approved on July 14, 2020. For VHS and DLA, the parties agree to meet and confer regarding the proposed schedules.

26. DURATION
26.1. This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
ATTACHMENTS
Exhibit A – County Public Health Order – (August 25 signed August 31, 2020)
Exhibit B – UCSD Report – August 9, 2020
Exhibit C – Blueprint for a Safer Economy – August 28, 2020
Exhibit D – Attendance and Engagement Plan
Exhibit E – Non-Compliance Procedures
Exhibit F – Testing Centers in SD County by Day