

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
ESCONDIDO UNION HIGH SCHOOL DISTRICT (EUHSD)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 219 (CSEA)

IN PERSON TEACHING AND LEARNING
2020-2021 REOPENING OF SCHOOLS IN A COVID-19 ENVIRONMENT

April 13, 2021

This Addendum to the Memorandum of Understanding (hereinafter, “MOU”) is entered by and between the Escondido Union High School District (hereinafter, “District”) and the California School Employees Association, Chapter #219 (hereinafter, “CSEA”) enter this regarding the reopening of schools for the 2020-2021 school year.

The Parties acknowledge that the health and safety of our students, staff, families, and community is at the forefront of a return to onsite instruction. The Parties acknowledge that guidelines, requirements, and procedures from CDC, CDPH, and San Diego County Public Health have been revised multiple times since our last agreement on November 20, 2020, and that the guidelines positively impact the reopening of all District worksites for in person teaching and learning. The Parties also recognize that vaccines are available for the education sector, and now available to all individuals ages 50 and up. In addition, beginning April 15, 2021, vaccinations will be available to all individuals ages 16 and up.

The District will provide to CSEA on April 14, 2021, an initial proposal as part of the 2020-2021 contract negotiations for Wages and Employee Expenses, including additional compensation, Insurance Benefits, and Transportation Department Provisions.

On Wednesday, April 7, 2021, San Diego County, under the state’s Blueprint for a Safer Economy, officially shifted into the Orange Tier.

THEREFORE, the Parties agree as follows:

In order to require unit members’ in-person instruction/services, the criteria outlined in I, II, and III will be met:

I. Onsite Mitigation Factors

- A. The Parties will follow health and safety guidelines established by the Centers for Disease Control (“CDC”), the California Department of Public Health (“CDPH”), the California Department of Education (“CDE”), with final guidance by the San Diego County Department of Public Health (“County”) for safely opening schools.
 - a. The District will consult with CSEA for the purpose of addressing employee-related safety concerns.
 - b. In classroom spaces, staff desks shall be at least 6 feet away from students and other staff desks.
 - c. Space will be maximized between student desks. Student chairs will be at least 6 feet away from one another, except where 6 feet of distance is not possible after a good-faith effort has been made. Under no circumstances should distance between student chairs be less than 4 feet.

II. COVID Vaccinations

- A. Prior to reporting in-person to District schools or worksites for required instruction/services with students, unit members shall have had the opportunity (eligibility and access) to be vaccinated.
- B. The District shall actively support and assist the San Diego County Department of Public Health and community partners to ensure the COVID-19 vaccine is widely available and easily accessible to staff, to the best of the District's ability, including the measures listed below:
- C. The Parties shall each communicate with all unit members about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine.
- D. Unit members may utilize Supplemental Paid Sick Leave (SB95) leave for any absences related to vaccinations. The district may request verification prior to placing a unit member on Supplemental Paid Sick Leave.

III. Onsite Training and Unit Member Preparation

- A. Unit members may return onsite prior to students returning for 4 days of asynchronous teaching and learning. The 4 asynchronous days will be used for the following:
 - a. Unit member preparation
 - b. Virtual training related to health, safety, and site procedures in preparation of students and all staff returning onsite
 - c. Virtual review of instructional models
 - d. While we are in the Two-Day Blended Model, on asynchronous Mondays only, when students are not present, Instructional Support and others with the capability to work remotely and carry out the essential functions of their job shall have the option to work remotely when students are not on-campus for in-person learning.
- B. The mandatory return date for all classified staff is Tuesday, April 20, 2021.
- C. All flexible work schedules will end on Monday, April 19, 2021.
- D. The District understands the need for childcare and will work with unit members whose child(ren) schools remain on distance learning or hybrid models etc. that present childcare concerns for unit members that are parents/guardians to clearly communicate and build understanding around leave options that exist under the provisions of SB95 and the agreed upon CBA.

IV. Instructional Models

- A. School sites shall provide instruction to ensure continuity of learning for students remaining online and those choosing to attend onsite instruction.
- B. Onsite classes will require instructional support for in-person teaching and distance learning.
 - a. The return date for all seniors is Tuesday, March 23, 2021 or Wednesday, March 24, 2021.
 - b. The return date for all freshman is Tuesday, April 13, 2021 or Wednesday, April 14, 2021.
 - c. The return date for all students is Tuesday, April 20, 2021.

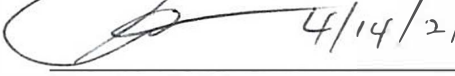
EUHSD PLAN FOR TRANSITIONING TO ON CAMPUS LEARNING

DATE	STUDENTS	STAFF
<ul style="list-style-type: none"> March 17, 18, 19, 22, 2021 	<ul style="list-style-type: none"> Asynchronous for all students 	<ul style="list-style-type: none"> Classified staff may return to assigned worksites Flexible work agreements/schedules continue For the 4 days, see IV. Onsite Training and Unit Member Preparation
<ul style="list-style-type: none"> March 23 & 24, 2021 	<ul style="list-style-type: none"> All Seniors invited back in Learning Pods Mod/Severe Special Ed IOP Students, ELD I, II, III & Students identified for extra support continue in Learning Pods Distance learning for all other students 	<ul style="list-style-type: none"> Classified staff may return to assigned worksites Classified staff assigned to Cal-SAFE shall return to assigned to worksites Flexible work agreements/schedules continue
<ul style="list-style-type: none"> March 25-April 5, 2021 	Spring Break	Spring Break
<ul style="list-style-type: none"> April 6 – 9, 2021 	<ul style="list-style-type: none"> Seniors continue in Learning Pods Mod/Severe Special Ed IOP Students, ELD I, II, III & Students identified for extra support continue in Learning Pods Distance learning for all other students 	<ul style="list-style-type: none"> Classified staff may return to assigned worksites Classified staff assigned to Cal-SAFE continue to report to assigned worksites Flexible work agreements/schedules continue
<ul style="list-style-type: none"> April 12 & 13, 2021 	<ul style="list-style-type: none"> Freshman invited back in Learning Pods Seniors continue in Learning Pods Mod/Severe Special Ed IOP Students, ELD I, II, III & Students identified for extra support continue in Learning Pods Distance learning for all other students 	<ul style="list-style-type: none"> Classified staff may return to assigned worksites Flexible work agreements/schedules continue
<ul style="list-style-type: none"> April 20 -June 17, 2021 Every Tuesday – Friday 	<ul style="list-style-type: none"> All Students return in a 2-day blended model 	<ul style="list-style-type: none"> Flexible work agreements/schedules will end on Monday, April 19, 2021. All Classified staff shall report to assigned worksites
<ul style="list-style-type: none"> April 26, 2021 & every Monday thereafter 	<ul style="list-style-type: none"> Weekly Lesson for all students (30 minutes) Students remain virtual 	<ul style="list-style-type: none"> See III.A.d regarding asynchronous Mondays

- V. Sick Leave:
- A. The District acknowledges and will comply with the provisions of SB 95 which provides employees access to Supplemental Paid Sick Leave.
 - a. Caring for Yourself: The covered employee is subject to a quarantine or isolation period related to COVID-19 (The quarantine or isolation period related to COVID-19 is the period defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer with jurisdiction over the workplace.) or has been advised by a healthcare provider to quarantine due to COVID-19, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - b. Caring for a Family Member: The covered employee is caring for a family member who is either subject to a quarantine or isolation period related to COVID-19 (see note below) or has been advised by a healthcare provider to quarantine due to COVID-19, or the employee is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.
 - c. Vaccine-Related: The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.
 - B. In addition to using sick leave for illness or personal necessity purposes, CSEA unit members may utilize accrued sick leave for childcare purposes.
 - C. SB 95 leave shall be retroactive to January 1, 2021.
- VI. The Parties will continue to bargain the impacts and effects of the specific details of classified staff return as needed.
- VII. All components of the current Collective Bargaining Agreement between CSEA and the District not addressed by the terms of this Agreement shall remain in full effect.
- VIII. This agreement is non-precedent setting.
- IX. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.
- X. This Agreement shall expire in full without precedent on June 30, 2021 unless by mutual agreement.

FOR THE DISTRICT:

 4/14/21
Signature & Date

 4/14/21
Signature & Date

Signature & Date

FOR CSEA:

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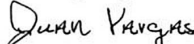
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