

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ESCONDIDO UNION HIGH SCHOOL DISTRICT (EUHSD)  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS  
ESCONDIDO CHAPTER 219 (CSEA)**

**2020-2021 REOPENING OF SCHOOLS IN A COVID-19 ENVIRONMENT  
AUGUST 21, 2020**

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the Escondido Union High School District (hereinafter, "District") and the California School Employees Association and its Escondido Chapter #219 (hereinafter, "CSEA") regarding the negotiated effects of the District's decision to safely reopen school sites and facilities and educate students in the 2020-21 school year, in compliance with state and local health and safety guidelines.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its classified staff. The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The parties recognize the importance of developing and implementing prudent measures to prevent District employees, students and visitors from being exposed to or infected with COVID-19, as recommended or mandated by state and local health authorities. The parties recognize that the decision to reopen school sites and facilities in the 2020-21 school year, in compliance with local and state health guidelines, has various negotiable impacts and effects on CSEA bargaining-unit members and that this MOU is intended to address those impacts and effects.

To these ends, the District and CSEA agree as follows:

**I. Safety**

In addition to the safety requirements already set forth in Article IX in the parties' collective bargaining agreement and required by state and federal laws, the District shall adhere to applicable COVID-19 guidelines issued by the California Department of Public Health ("CDPH"), including the document titled *COVID-19 Industry Guidance: Schools and School-Based Programs* (see attached Exhibit A). The District shall also adhere to any additional requirements set forth by the Health Officer of the County of San Diego.

When there is a conflict between the various guidelines or orders, the District shall adhere to the guidelines or orders set forth by the Health Officer of the County of San Diego.

The District will implement measures to ensure the health and safety of bargaining-unit members who are required to return to school sites and facilities, due to COVID-19, including, but not limited to, appropriate Personal Protection Equipment (PPE), partitions for high traffic areas, cleaning, social distancing, flexible work schedule, and symptom screening, including temperature checks, of students, staff, and visitors.

PPE will be made available, at no cost, to all bargaining-unit members based on their position, such as, but not limited to: face masks, goggles, face shields, gowns, etc. In lieu of using District-provided PPE,

bargaining-unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.

All CSEA bargaining-unit members shall wear face coverings while on school sites and facilities, including any common areas, e.g. hallways. Face coverings may be a cloth or disposable covering which covers the nose and mouth.

N-95 respirators shall be provided to bargaining-unit members caring for individuals who become sick with possible COVID-19 symptoms at school sites or facilities, are placed in isolation, and any Instructional Assistants assigned to medically-fragile students and/or classrooms. If after allocating N-95 face masks to bargaining-unit members described above, and additional supplies permit, N-95 face masks may be provided upon request.

All CSEA bargaining-unit members shall sanitize hands upon entering the workplace and periodically wash and/or sanitize hands throughout their workday.

All CSEA bargaining-unit members shall engage in symptom screening, including temperature checks with a no-touch thermal scan thermometer prior to entering campus.

Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with San Diego County Public Health. All persons who may have come in close contact with the infected individual shall be notified. When any District employee or student tests positive for COVID-19, the District shall provide notice of the exposure to any employees who regularly work at the workplace and who may have been exposed to COVID-19. The District shall notify the CSEA Chapter President when there are any positive COVID-19 cases.

All bargaining-unit members shall be provided free COVID-19 testing according to State and San Diego County Public Health guidelines. Prior to reopening school campus for in-person student instruction, and once more details are available regarding COVID-19 testing of employees, the parties agree to reconvene in order to discuss the details of COVID-19 testing for unit members and bargain the impacts and effects of this process.

## II. Flexible Work Schedule

a. "Flexible Work Schedule" shall be defined as a work schedule that allows an individual employee to complete the essential functions of their job duties as outlined in their approved job description in a geographically fluid manner involving a combination of both home and assigned work site. Flexible work schedules may be made available for CSEA unit members only during the time that EUHSD school campuses are closed for in-person student learning. These options are made available in order to maximize safety and flexibility for unit members during pandemic conditions. A flexible work schedule is established through an individual process involving input from the employee, the direct supervisor of the employee, a human resources administrator, and a union representative from CSEA upon request. The agreed upon details of a flexible work schedule will be written on a flexible work plan agreement form.

b. Details of flexible work schedules for bargaining-unit members include:

1. Flexible work schedules shall begin on Tuesday, August 25, 2020.

2. Flexible work schedules may be a combination of days at the assigned work site and days working from home.
3. See attached Exhibit C for the Flexible Work Plan Agreement Form

### III. Leaves of Absence

#### a. Workers' Compensation

Follow current contract language – Article VIII.A.2. Industrial Accident Leave.

##### a. Entitlement to Industrial Accident Leave:

An employee will be entitled to industrial accident leave according to the provision in the Education Code, Section 45912, for personal injury or illness which has qualified for Workers' Compensation under the provisions of the workers' compensation fund.

##### b. Filing a Claim:

In order to be qualified for Workers' Compensation, the employee must file an accident report as required in paragraph 2.c. below. The claim will be processed by the District and the District's workers' compensation insurance carrier in accordance with established procedures. If the District or the carrier denies the claim, the employee may appeal the decision by filing an Application for Adjudication of Claim with the State Compensation Appeals Board in accordance with the procedures established by law. The State Compensation Appeals Board shall make the final determination on the validity of a claim.

##### c. Reporting Injury or Sickness:

An employee shall report any alleged occupational injury or sickness on the appropriate form to the immediate supervisor within twenty-four (24) hours of knowledge that said occupational injury or sickness is job related. If an employee is incapacitated to the extent that he or she cannot file a report, the immediate supervisor has the responsibility for submitting the report.

#### b. COVID-19 Related Leave

In the event an employee tests positive with or has symptoms known to be associated with COVID-19, the employee may use all available leaves provided by the collective bargaining agreement and state or federal laws, including paid leave provided by the Families First Coronavirus Act ("FFCRA") (see attached Exhibit B), as verified by Human Resources, without fear of reprisal. FFCRA leave is federal paid sick time, not to be deducted from accumulated sick leave.

In the event an employee is unable to work because a health care provider has advised the employee to self-quarantine for reasons related to COVID-19, or that the employee is unable to work because the employee is caring for an individual who has been advised by a health care provider to self-quarantine for reasons related to COVID-19, the employee may use all available leaves provided by the collective bargaining agreement and state or federal laws, including paid leave provided by the FFCRA as verified by Human Resources, without fear of reprisal. FFCRA leave is federal paid sick time, not to be deducted from accumulated sick leave.

The District shall make reasonable efforts to accommodate requests by employees to care for their children whose school site or child care centers have been closed, in full or in part, due to COVID-19. Such accommodations may include granting a leave of absence in accordance with state and federal laws, including Labor Code section 230.8 and the FFCRA. The parties understand and agree that the term “accommodate”, as used in this section, does not refer to the interactive process for accommodating employees with disabilities.

The parties recognize that, in order to comply with current CDPH and San Diego County Public Health guidelines, the District must conduct symptom screening, including temperature checks, for possible COVID-19 symptoms.

If an employee reports to work, but the District directs the employee to leave the school site or facility following a symptom screening, the employee will promptly comply. The employee will utilize their own sick leave for illness-related absences until it is determined that the leave meets the criteria for FFCRA. If determined, then the employee’s own sick leave will be credited back, and FFCRA leave will be utilized.

c. At-Risk Employees

The parties recognize that some individuals may have increased risk for severe illness due to COVID-19 because of certain underlying conditions. If an employee has such an underlying health condition, and that condition qualifies as a “disability” under the Americans with Disabilities Act (“ADA”) or California Fair Employment and Housing Act (“FEHA”), the District and employee will promptly engage in the interactive process to discuss whether the employee can safely perform their essential duties, with or without a reasonable accommodation.

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 accommodations process required by the ADA and FEHA.

As part of either of the processes above, the District reserves the right to request the employee to provide sufficient documentation to verify that they have an underlying health condition that may increase the employee’s risk of severe illness due to COVID-19.

- d. Other forms of leave: Employees who have exhausted accrued sick leave may use extended sick leave per Article VII.7.i. in the collective bargaining agreement. The additional days of paid sick leave shall be compensated at the rate of fifty percent (50%) of the employee’s regular salary.
- e. Possible School/Facility Closures: In the event any District school or facility must close, due to COVID-19, CSEA bargaining-unit members that remain on duty and able to work, shall not suffer any loss of pay or benefits relative to their regular schedules for the period of closure.
- f. Bus Drivers shall receive the same benefit hours for the 2020-2021 school year as in the 2019-2020 school year should schools remain closed.

- g. CSEA support for full funding: CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to pandemic.

#### IV. Accommodations

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 CSEA unit members high-risk family members. CSEA unit members will be offered the opportunity to share what accommodations are requested to fulfill their essential duties of their respective job description through the interactive accommodation process.

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:

- Providing additional or enhanced personal protective equipment (PPE);
- Placing physical barriers to separate the vulnerable employee from coworkers or the public;
- Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
- Moving the employee workstations;
- Telework (remote) work agreement between District and employee;
  - Additional devices and software (e.g. Jabber, hotspots, etc.) to facilitate effective at-home work for employees will be issued on an individual basis contingent upon the interactive accommodation process results.
  - Bargaining-unit members who are working remotely via a telework (remote) work agreement will be provided, by the District, all necessary equipment and supplies so that they will not incur any necessary out-of-pocket expense.
- Develop a flexible leave plan that endeavors to avoid exhausting the employee’s earned leave;
- Negotiated change in classification or duties

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 accommodations process required by the ADA and FEHA.

As part of either of the processes above, the District reserves the right to request the employee to provide sufficient documentation to verify that they have an underlying health condition that may increase the employee’s risk of severe illness due to COVID-19.

The District agrees to engage in the interactive process for those who are exempted from face covering requirements in order to minimize exposure to COVID-19 for other unit members.

The District agrees to engage in the interactive process for employees whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19.

The District and CSEA agrees to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave for whom no reasonable accommodation can be reached. This includes, but not limited to, employees who are:

- Caring for an individual subject to an order or who is advised to self-isolate; or
- Caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
- Is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

#### V. Implementation Safety Committee

The District and CSEA agree as part of the implementation of CDC, CDPH and San Diego County Office of Health guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedule, added bus routes), school site safety committees will meet for the purpose of addressing employee safety related concerns and ideas for improvement.

#### VI. Student Healthcare Specialist

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 9-12<sup>th</sup> grade student health care at the following school sites every day that students are present: Del Lago Academy, San Pasqual High School, Orange Glen High School, Escondido High School, Valley High School.

#### VII. Work Hours

The parties agree bargaining-unit members shall report to work at regularly assigned hours for the 2020-2021 school year, per Article V of the collective bargaining agreement.

In the event work schedules are impacted, the parties agree to meet to negotiate the impacts and effects of any proposed changes to bargaining unit work hours.

All other compensation to employees, including for any extra hours worked, will be provided in accordance with the collective bargaining agreement.

#### VIII. Work During Stay-at-Home Order (March 16, 2020 through May 20, 2020)

- A. The District shall pay 1.25 times the standard rate of pay for the employees within the following classifications that were required to physically report to their assigned work site and engaged with the public during the Governor's Stay-at-Home Order:

Warehouse Technician	Custodian Lead I	SN Services Assistant/Delivery Driver
Senior Network Support Technician	Custodial & Grounds Maintenance	Nutrition Services Program Technician
Network Support Technician	Lead Campus Security	SN Site Kitchen/Warehouse Lead
Maintenance Crew Leader	Custodian Lead II	Student Nutrition Kitchen Lead I
Electronics Technician	Groundskeeper	Student Nutrition Kitchen Lead II
Maintenance Technician	Campus Security	Student Nutrition Assistant Site Lead
Custodian	Library Clerk	Student Nutrition Assistant
Web Developer Technology Support Asst.	Library Media Technician	Benefits Personnel Assistant
Bilingual Substitute Technician/Receptionist	Registrar	

## IX. Duties

### A. CSEA Bargaining Unit Members Professional Expectations

- i. All bargaining-unit members shall follow all Board Policies and Administrative Regulations during any instructional schedule occurring within the 2020-2021 school year.
- ii. All bargaining-unit members are expected to maintain their current contractual hours.
- iii. All bargaining-unit members are expected to be available and responsive every day to conduct business as assigned either virtually or when on campus.
- iv. As appropriate, bargaining-unit members are expected to support the use of Canvas Learning Management System (LMS) as part of assisting in the delivery of daily live instruction to students and to communicate with parents and students. CSEA unit members shall have paid training to learn Canvas LMS, Zoom and/or other virtual platforms.
- v. All bargaining-unit members are expected to assist in taking daily attendance of the students for each designated period as appropriate.
- vi. All bargaining-unit members shall make themselves available for virtual staff meetings, and department meetings, in accordance with applicable provisions of the collective bargaining agreement and current practice. Should staff not be available, the staff member may view the recorded meeting and should do so within 48 hours of the meeting. Advance notice will be provided to the best of our ability.
- vii. All bargaining-unit members shall check their emails for updates daily and respond in a timely manner if a response is necessary. The District shall verify that every CSEA unit member has a district email, and if bargaining unit members need assistance to set up their account the bargaining unit member shall request assistance during their work hours.
- viii. As appropriate, bargaining-unit members are expected to assist with the ingress and egress of students at the beginning and ending of each school day, including, but not limited to, health questionnaires, temperature checks, and logistics.

### B. Special Education Professional Expectations

- i. Bargaining-unit members working in Special Education will work collaboratively with teachers in person or via a virtual platform to accommodate and/or adapt lessons to meet the needs of each student's Individualized Educational Program (IEP) and support lessons and activities that are appropriate as documented in the student's IEP or 504 plan.
- ii. Bargaining-unit members working in Special Education will assist teachers of students with moderate to severe disabilities and shall provide continuity of learning through News2You and a variety of resources as appropriate so that students with disabilities have access to the same learning opportunities as their non-disabled peers.
- iii. Bargaining-unit members working in Special Education will utilize digital options to meet and assist the teacher in collaborating on a student's IEP and the implementation in a COVID-19 environment
- iv. In-person consultations with students and/or parents, shall take place at the school site in order to provide instructional support and/or gather the appropriate IEP data. PPE will be provided and social distancing, and sanitation guidelines will be followed, when it is safe to resume in-person.

The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, the parties recognize, due to the current, presented by COVID-19, it

may be necessary for the District to temporarily reassign duties to employees that are not related to their permanently assigned duties, as authorized by Education Code section 45110. Such temporarily reassigned duties may include, among other things, duties necessary for the District to ensure compliance with CDPH guidelines, such as administering symptoms screenings. In the event that it becomes necessary to temporarily reassign some CSEA bargaining positions, for the purpose of performing duties not contained in current job descriptions, CSEA and the District agree to meet and negotiate proposed adjustments and commemorate them in writing.

Other examples of temporarily reassigned duties that *may* be necessary include, but are not limited to:

- Instructional Assistant, Athletic Trainer, School Bus Drivers, and Flex Bus Drivers positions being asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
- Transportation Attendant, Athletic Trainer, School Bus Driver, Flex Bus Driver, Campus Security, Office Staff, Clerical, and/or Secretary positions being asked to participate in temperature checks and symptom screening of staff, students and visitors.
- Instructional Assistant positions being asked to provide academic support in general education classrooms.
- Any CSEA bargaining unit position being asked to help with distribution of lunch and/or other meals for students.

The District and CSEA agree the reassigned duties will be temporary. The District will ensure, prior to assigning such temporarily reassigned duties, that the unit member is either already qualified or will receive appropriate training to perform those duties. Temporarily reassigned duties will not factor into a CSEA bargaining-unit member's performance evaluation, nor will they factor into the determination of whether a new employee passes their initial probationary period or a promoted employee passes their probationary period in the higher classification. This temporary solution to the current pandemic need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated. An employee assigned with such temporarily reassigned duties will be compensated as provided in Education Code section 45110.

## X. Evaluations

The evaluation process for the 2020-21 school year shall occur for bargaining unit employees according to Article III in the collective bargaining agreement.

## XI. Professional Development Day

Bargaining unit members will receive (1) Professional Development Day on Wednesday, August 19, 2020.

## XII. Training

The parties recognize that, in order to ensure compliance with CDPH and San Diego County Office of Health guidelines and provide a safe environment for students and staff, unit members will need to receive appropriate training including, but not limited to, the following topics:



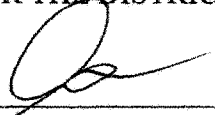
- Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations
- For staff who use hazardous chemicals for cleaning, specialized training is required
- Physical distancing guidelines for staff and students
- COVID-19 specific symptoms identification and screening practices, including no-touch thermal scan temperature checks
- Updates to the Injury and Illness Prevention Plan (IIPP)
- COVID-19 specific state and local health standards/recommendations
- For identified staff, technology training to assist students in a virtual training
- Equity and cultural competency training
- For identified staff, the opportunity to collaborate and participate in trainings related to educational planning, e.g. Canvas, Zoom, other virtual platforms.
- Train staff on the resources available to recognize, report, and support mental health and wellness needs for colleagues and students.

XIII. Miscellaneous

The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is non-precedent setting. The parties agree that, except for subjects already addressed in this MOU and the collective bargaining agreement, CSEA has not waived its rights under the Educational Employment Relations Act (EERA).

Provisions of this MOU will be effective upon ratification by each party according to their internal process. The parties agree to meet prior to this MOU's expiration date of June 30, 2021 in the event an extension of the provisions covered in this MOU are needed. The impacts and effects related to returning back to work in an environment that requires distance learning will also be-addressed.

FOR THE DISTRICT:

 8/21/20  
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 8/21/20  
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FOR CSEA:

Rachel Macias  
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Mandy Brown  
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Juan Vargas  
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