

**Memorandum of Understanding
between
Escondido Union High School District
and
California School Employees Association
and its
Escondido Chapter #219**

October 28, 2021

The Escondido Union High School District (“District”) and the California School Employees Association and its Escondido Chapter #219 (“CSEA”) have agreed to the following Memorandum of Understanding (MOU) concerning continuing safety issues related to the coronavirus (SARS-CoV-2) pandemic for the 2021-22 school year.

The District and CSEA recognize the importance of maintaining safe facilities and operations for students, employees, and members of the local community. While the availability of safe and effective vaccines against COVID-19 has changed the workplace safety situation in some ways, the parties recognize that coronavirus continues to create potential workplace hazards in school settings. These hazards include the potential infection of unvaccinated individuals, a risk of adverse health effects and complications from coronavirus in individuals with underlying medical conditions, and the potential for breakthrough infections in vaccinated individuals who may transmit the virus to vulnerable individuals in their home or community. The parties also recognize that COVID-related scientific understanding and public-health guidance continues to evolve and that more issues may arise in the future as additional understanding is gained and further guidance is provided by public health officials.

To preserve the continuity of District operations and protect the health and safety of employees, students, and the communities the District serves, the District and CSEA agree as follows regarding the CSEA-represented bargaining unit:

- 1. Adherence to Applicable Standards:** The District’s operations will adhere to all regulatory guidance from the California Department of Public Health (CDPH), California Division of Occupational Safety and Health (Cal/OSHA), and state and county public health authorities. The District’s operations will also adhere to applicable federal and state statutes and executive orders about coronavirus. The District will continue to clearly communicate District policies and procedures which have been developed to comply with regulatory guidance from the agencies listed above. As new regulatory guidance is promulgated by authorities, the District will respond with appropriate policies and procedures and will communicate all changes to members of the school community.

CSEA Unit members will commit to follow District policies and procedures developed to comply with regulatory guidance related to operating safely considering the coronavirus pandemic. The District shall notify the Chapter President within one business day of the District’s knowledge of a COVID 19 case at a school site or District location.

- 2. Testing Availability:** The District shall provide free COVID-19 testing, pending availability, for unit members at the district office in the following circumstances:
 - A.** If a fully vaccinated member is identified, through the District tracking and tracing process, as a close contact from a work-related exposure, the District will provide free COVID-19 testing during the work day. The employee shall be granted release time without loss of pay when the testing appointment is scheduled during their workday with the approval of the unit member’s immediate supervisor.
 - B.** Employees required to test pursuant to public health orders.

3. Leaves: Full-time CSEA Unit members will have access to 80 hours of COVID-related leave time not to be deducted from any other accumulated leave such as sick leave or vacation leave. Less than full-time CSEA Unit members will receive a *pro rata* share of leave based upon their regularly assigned hours. COVID-related leave time will run concurrently with any other state or federally granted COVID-19 leave.

A. A CSEA Unit Member may use the leave if the member provides documentation that the member:

1. is unable to work due to a government-issued quarantine or isolation order related to COVID-19.
2. has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work.
3. is experiencing symptoms of COVID-19 and is seeking diagnosis (COVID-19 molecular test results as soon as possible) and is unable to work.
4. is being vaccinated against COVID-19, including obtaining a booster shot.
 - A. Leave under this provision is limited to three hours, including reasonable time to travel to or from a vaccine appointment.
 - B. In the event of reasonable extenuating circumstances, members shall be able to utilize more than 3-hours of leave time to be vaccinated.
5. is experiencing symptoms/side-effects from a COVID-19 vaccine shot or vaccine booster shot.

B. A unit member may use the leave if the member provides documentation that the member is unable to work due to the need to care for:

1. their minor child due to a COVID-19-related closure of the child's school or place of care due to a COVID-19 case on the premises. Such closure must be documented by the school or place of care.
2. a family member, as defined by California Labor Code §245.5(c), subject to government-issued quarantine or isolation order related to COVID-19.
3. a family member, as defined by California Labor Code §245.5(c), who has been advised to self-quarantine by a healthcare provider related to COVID-19.
4. a family member, as defined by California Labor Code §245.5(c), who is experiencing symptoms of COVID-19 and is seeking diagnosis (COVID-19 molecular test results as soon as possible).

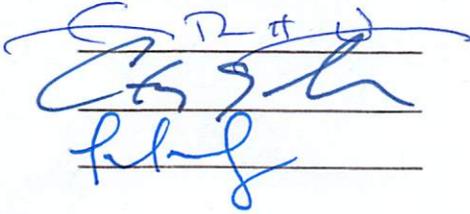
Employees who can work remotely during any mandatory self-quarantine will be required to do so; however, no unit member shall be reprimanded or prevented from utilizing COVID-related leave time when they are unable to work remotely due to illness or the care of others described above.

4. Workers' Compensation: The District and CSEA will communicate to unit bargaining members the provisions of SB1159.

5. Underlying Health Conditions that do not qualify as a Disability: If the employee's underlying health condition heightens the risk of severe outcomes from COVID-19 and that condition does not qualify as a "disability" under the ADA or FEHA, the District and employee, upon the employee's request, will discuss reasonable alternative options 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 and provides no guarantees regarding a requested or desired outcome. The District reserves the right to request the employee to provide sufficient documentation to verify the need to discuss reasonable alternative options.

6. **Grievance Procedure:** Disputes arising from the enforcement of this agreement are subject to the grievance procedure in the parties' collective bargaining agreement.
7. **Term of Agreement:** This addendum shall expire in full without precedence on June 30, 2022, unless extended by mutual written agreement of both parties. Either party may reopen this agreement for further negotiation if there is a significant change in the public health situation with regard to COVID-19. Upon the request of either party, there may be negotiations about the impacts and effects of COVID-19 related regulations.

FOR THE DISTRICT:



FOR CSEA:

