

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

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

November 20, 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, Chapter #219 (hereinafter, “CSEA”) 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 CSEA 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.

The MOU is an addendum to the current collective bargaining agreement and addresses the matter of in-person learning for students and staff for the District during the 2020-2021 school year, flexible work schedules, temporary reassignment of duties, transportation, testing, contact tracing, workers’ compensation, consultation 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 (hereinafter, “CDPH”) and the San Diego County Public Health Department and other governmental entities related to pandemic health and safety matters.

The Parties acknowledge that this MOU will serve as an addendum to the August 21, 2020 MOU pertaining to the reopening of schools in a COVID-19 environment. Furthermore, this document addresses the additional impacts and effects associated with the Board-approved EUHSD Campus Reopening Plan of September 17, 2020.

The Parties acknowledge that in accordance with California Department of Public Health and the San Diego County Public Health Department that both 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.

The District shall adhere to the most recent COVID-19 guidelines issued by the 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 impacts and effects of any revisions or updates to those guidelines.

I. Definitions

- a. “Cohort” - 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 support before, during, and ASSETS classes after school.
- b. “Tier” - Under the Governor’s State Blueprint for a Safer Economy, every county in California is assigned to one of four risk levels (Purple, Red, Orange, Yellow) based upon the number of new daily cases of COVID-19 reported and the percentage of positive tests.
- c. “Phases” – In alignment with the Tiers, the District reopening plan will occur in phases (Purple, Red, Orange, Yellow).
- d. “Learning Pods” - 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.

II. Requirements for Safe Schools

- a. 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 A).
- b. In a like manner, reopening campuses for in-person learning in the District will occur in a stringent and slow phased approach based upon public health data.
- c. 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.
- d. See chart below:

CHART “A”

Percent Positivity	Case Rate Per 100,000/Day	Tier Color	Students	Classified Staff
More than 8%	More than 7 cases	PURPLE	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,	In this phase, these classifications are identified as necessary to be physically present at the assigned work location in order to provide direct educational services to students. Instructional Asst. IV

			<p>Autism, IOP, Bridge, and START classes on campus</p> <p>(ELD I, II, III, Mod/Severe and self-contained special education classes)</p> <p>Up to 4 days/week during the instructional day</p> <p>Not to exceed 8% of total student population on campus at one time</p> <p>Not to exceed physical distancing guidelines</p>	<p>Instructional Asst. V</p> <p>Bilingual Instructional Asst.</p> <p>School Bus Driver</p> <p>Flex Bus Driver</p> <p>Transportation Attendants</p> <p>Health Office Clerk</p> <p>Student Healthcare Specialist</p> <p>Fleet Mechanic</p> <p>School Bus Dispatcher</p> <p>Job Coach</p> <p>Job Developer</p> <p>Bilingual</p> <p>Transportation Clerk</p> <p>Interpreter for the Deaf</p> <p>Instructional Asst. III</p> <p>Lab Classroom Asst. – AE</p>
5-8%	4-7	RED	<p>Distance Learning for All Students</p> <p>Small cohorts</p> <p>Not to exceed 12 people per room for Medically Fragile SPED classrooms</p> <p>Not to exceed 18 people per room for ELD I, II, III, Autism, IOP, Bridge, START classes, and classrooms for students that need extra support on campus</p> <p>After-school on campus learning opportunities for all students that are not for credit (with the exception of the dual enrollment program) including CTE and AP</p> <p>Up to 4 days/week during the instructional day</p>	<p>In this phase, these classifications are identified as necessary to be physically present at the assigned work location in order to provide direct educational services to students.</p> <p>Instructional Asst. IV</p> <p>Instructional Asst. V</p> <p>Bilingual Instructional Asst.</p> <p>School Bus Driver</p> <p>Flex Bus Driver</p> <p>Transportation Attendants</p> <p>Health Office Clerk</p> <p>Student Healthcare Specialist</p> <p>Fleet Mechanic</p> <p>School Bus Dispatcher</p> <p>Job Coach</p> <p>Bilingual</p> <p>Transportation Clerk</p> <p>Interpreter for the Deaf</p>

			<p>Not to exceed 25% of total student population on campus at one time</p> <p>Not to exceed physical distancing guidelines</p>	<p>Instructional Asst. III Lab Classroom Asst. - AE</p>
2-4.9%	1-3.9	ORANGE	<p>All Students 2-Day Blended Model</p> <p>After-school on campus learning opportunities for all students including CTE and AP</p> <p>Not to exceed 51% for EHS, SPHS, and OGHS, and not to exceed 52% for VHS and DLA of total student population on campus at one time</p> <p>Not to exceed physical distancing guidelines</p>	<p>All classified staff return to work sites with the exception of employees with accommodations that require them to remain off campus</p>
0-1.9%	Less than 1	YELLOW	<p>5 Days in-person Teaching and Learning</p> <p>After-school on campus learning opportunities for all students including CTE and AP</p> <p>100% of students on campus</p>	<p>All classified site return to work sites</p>

- e. Additional classifications may be identified as necessary to be physically present in order to provide direct educational services to students based on site needs. When additional classifications are identified, the Parties agree to mutually meet and negotiate the proposed additions.
- f. **PURPLE Phase-** While the County of San Diego is in the Purple Tier, students will be in Distance Learning. 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:
 - i. The identified cohorts of students shall not exceed 8% of the total school population on campus at one time.

- ii. The identified cohorts of students will include students with moderate to severe disabilities, self-contained special education classrooms, and students enrolled in ELD I, II, and III.
 - I. These classes will not exceed the totals below, and will follow public health guidelines:
 - a. Medically Fragile: 12 total (students and adults)
 - b. All other classes: 18 total (students and adults)
- iii. ELD I, II, III classes may attend up to 4 days of in person instruction.
- iv. Moderate to Severe classes and self-contained special education classes may attend up to 4 days of in-person instruction.
- v. Required student assessments, such as ELPAC, annual and triennial special education assessments, may be conducted on campus individually or in small cohorts following social distancing.
- vi. Classifications (see Chart A above) identified as necessary to be physically present at the assigned work location in order to provide direct educational services to students may be required to report to their work location for their contracted work day dependent on the number of students who physically return to campus for in-person learning.
- g. **RED Phase-** While the County of San Diego is in Red Tier, students will be in Distance Learning. 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.
 - i. 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.
 - ii. Small cohorts of students identified in the Purple Phase above may continue to attend up to 4 days of in-person instruction on campus, and additional students may be identified for extra support as successful conditions permit.
 - I. These classes will not exceed the totals below, and follow public health guidelines:
 - a. Medically Fragile: 12 total (students and adults)
 - b. All other classes: 18 total (students and adults)
 - iii. After school learning opportunities that are not for credit (with the exception of the dual enrollment program) will be offered to all students not to exceed 25% of the total school population within social distancing guidelines (including CTE and AP classes).
 - iv. Classifications (see Chart A above) identified as necessary to be physically present at the assigned work location in order to provide direct educational services to students may be required to report to their work location for their contracted work day dependent on the number of students who physically return to campus for in-person learning.
 - v. The parties agree to open campuses in a modified Initial Red Phase (see Chart B 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 (see Chart C below) 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.

vi.

1. For the first three weeks, (see Exhibit B) small cohorts of students who are identified as students in moderate/severe, self-contained special education classes, and ELD I, II, III may attend in person instruction on campus up to 4 days per week, Tuesday-Friday not to exceed 8%.
2. For the next three weeks (see Exhibit B), small cohorts of students who are identified as students in moderate/severe, self-contained special education classes, and ELD I, II, and III may continue to attend in person instruction on campus up to 4 days per week, Tuesday-Friday not to exceed 25%.
 - a. In addition, 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.

“CHART B”

<p><u>INITIAL RED PHASE</u></p> <p><u>Slow & Stringent Phased Approach</u></p> <p><u>Initially bring students back to campus</u></p>
<p><u>First Three Weeks (September 28, 2020-October 16, 2020)</u></p> <p>Mod/Severe special education classes (Medically Fragile, Bridge, START, Autism) Self-contained special education classes (IOP) ELD I, II, III classes</p> <p>On campus up to 4 Days per week</p> <p>Not to exceed 8% of total school population</p>
<p><u>Second Three Weeks (October 19, 2020-November 6, 2020)</u></p> <p>Mod/Severe special education classes (Medically Fragile, Bridge, START, Autism) Self-contained special education classes (IOP) ELD I, II, III classes Students identified for extra support</p> <p>On campus up to 4 Days per week</p> <p>After School on-campus learning opportunities that are not for credit (with the exception of the dual enrollment program) open for all students including CTE & AP</p> <p>Increasing from 8% up to 25% of total school population</p>

- h. **ORANGE Phase-** While the County of San Diego is in the Orange Tier, students who selected the Two-Day Blended Model and all classified staff, except those who have received accommodations to not be on a campus, shall return to in-person learning on campus.
 - i. All bargaining unit members, except those who have received accommodations to not be on campus, shall report back to campus Monday through Friday.
 - ii. Tuesday and Wednesday will be Periods 1, 3, 5 and divided into two cohorts of students.
 - iii. Thursday and Friday will be Periods 2, 4, 6 and divided into two cohorts of students.
- i. **YELLOW Phase-** While the County of San Diego is in Yellow Tier, all students and all classified staff will return to in-person learning on campus for all classes Monday through Friday following the Five-Day Teaching and Learning Model that was in effect pre-COVID-19.
 - i. 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.
 - ii. The periods will revert to alternating odd and even days as described below.
 - 1. Mondays will be an early release day starting.
 - 2. Tuesday and Thursday will be Periods 1, 3, 5
 - 3. Wednesday and Friday will be Periods 2, 4, 6
- j. Semester Timeline and Checkpoints for Opening – Following the identified checkpoints below in Chart C, the District will notify the CSEA President regarding the status of the EUHSD color phase.

“CHART C”

Aug 25-Sept 25 1 st Grading Period Distance Learning	Sept 28-Nov 6 2 nd Grading Period Initial Red Phase for small cohorts & Distance Learning for all other students	Nov 9 – Dec 18 3 rd Grading Period Initial Red Phase per EUHSD Board approval on Nov 10 th , 2020
Sept 8 Checkpoint to inform the 2 nd grading period	On or about Oct 12 Checkpoint to review implementation of first 3 weeks of Initial Red Phase Oct 20 Checkpoint to inform the 3 rd grading period	Nov 10 Checkpoint to inform the start of 2 nd Semester

III. Flexible Work Schedules

- a. Flexible work schedules may be made available for CSEA unit members only during the time that the District is in the Purple and Red phases.
- b. During the Purple and Red phases, classified staff identified as necessary (see Chart A) to be physically present at the assigned work location in order to provide direct educational services may be required to report to the school site dependent upon the number of students who physically return to campus for in-person learning. An exception is made for those classified employees who have received accommodations through the interactive process permitting the employee to work remotely.

- i. If a classified employee is unable to report to work due to COVID-19 related childcare issues (school site closures, child care closures, etc.), they may utilize leaves of absence in accordance with the CBA, state, and federal laws, including the Families First Coronavirus Act (FFCRA).
- ii. If a classified employee is unable to report to work due to increased risk for severe illness due to COVID-19 because of certain underlying conditions that qualify as a “disability” under the Americans with Disabilities Act (ADA) or California Fair Employment and Housing Act (FEHA), the District will engage in an interactive accommodations process to discuss whether the classified employee can safely perform their essential duties, with or without a reasonable accommodation.
 - 1. If a bargaining-unit member requests to work remotely due the high risk of the bargaining-unit member or their family member, the following procedures shall apply to the assignment of the remote work:
 - a. 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 is at high risk for COVID-19 according to the CDC list of conditions for increased risk.
 - b. Second priority will be given to those bargaining unit members that might be at an increased risk according to the CDC list of conditions. priority in order of seniority.
 - c. Third priority will be given to those bargaining 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.
 - d. Fourth priority shall be given to those bargaining unit members whose child’s school is closed due to COVID.
 - e. The bargaining unit member shall provide documentation as to their health risk or their family member’s health risk or school closure.
 - f. 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.
 - g. In the event a bargaining-unit member is unable to physically return to their assigned work location 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.
- iii. While in the Purple and Red phases only, classified bargaining-unit members in the classifications listed below who are not on a flexible work plan and are not otherwise eligible to receive the stipends outlined in sections III, iv, v, and vi shall be eligible to receive \$500 In-Person Educational Support Professional Development Compensation at the end of each grading period.

To meet this eligibility, bargaining-unit members in the classifications listed below throughout each grading period shall physically report to the worksite, shall provide in-person direct educational services to students in the classroom, and shall participate in

district-provided Professional Development related to supporting student academic achievement and mitigating learning loss associated with the COVID-19 pandemic. This additional compensation shall commence with first grading period with students on campus, September 28, 2020 and will expire at end of the 2020-2021 (June 30, 2021) school year.

Classified Members:

1. Instructional Assistant III
2. Instructional Assistant IV
3. Instructional Assistant V
4. Bilingual Instructional Assistant
5. Job Coach
6. Lab Classroom Assistant – AE
7. Interpreter for the Deaf

- iv. While in the Purple and Red phases only, classified bargaining-unit members in the classifications listed below on a school site who are not on a flexible work plan, and are not otherwise eligible to receive the stipends outlined in sections III, iii, v, and vi shall be eligible to receive \$325 In-Person Educational Support Services Compensation at the end of each grading period for consistently carrying out substantially different work as a result of COVID-19. Any classified bargaining unit member in a classification listed below who is not assigned to work at a school site may be eligible to receive the same stipend if called upon to consistently (at least 2 days per week) carry out substantially different work at a school site.

This substantially different work as directed by site and/or district administration is necessary to meet student needs and may include, but is not limited to, providing in-person services to support student academic achievement and the mitigation of learning loss associated with the COVID-19 pandemic, assisting with the supervision and enforcement of physical distancing of students before school, during breaks/lunch, and during dismissal, assisting with the distribution of meals, assisting with phone calls, assisting with intake of students and staff on campus (temp checks & symptom screening), assisting with school-wide drive through distribution events, and offered the opportunity to participate in home visits for students as accompanied by an administrator. This additional compensation will expire at end of the 2020-2021 (June 30, 2021) school year.

Classified Members:

1. Campus Security
2. Lead Campus Security
3. School Bus Dispatcher
4. Fleet Mechanic
5. School Bus Driver
6. Flex Bus Driver
7. Transportation Attendants
8. Network Support Technician

9. Senior Network Support Technician
 10. Maintenance Technician
 11. Maintenance/Operations Secretary
 12. Bilingual Substitute Technician/Receptionist
 13. Bilingual Receptionist (Site)
 14. Bilingual Parent Liaison
 15. Clerk II
 16. Library Clerk
 17. Library Media Technician
 18. Clerk III
 19. Secretary II (Assistant Principals)
 20. Web Developer Technology Support Assistant
 21. Laboratory Classroom Assistants
 22. Student Nutrition Assistant
 23. Student Nutrition Kitchen Lead I
 24. Student Nutrition Kitchen Lead II
 25. Student Nutrition Assistant Site Lead
 26. SN Services Assistant/Delivery Driver
 27. Nutrition Services Program Technician
- v. While in the Purple and Red phases only, classified bargaining-unit members in the classifications listed below on a school site, including START at the DSC, who are not on a flexible work plan, and are not otherwise eligible to receive the stipends outlined in sections III, iii, iv, and vi shall be eligible to receive \$400 In-Person Educational Support Services Compensation at the end of each grading period for consistently carrying out substantially different work as a result of COVID-19. Any classified bargaining unit member in a classification listed below who is not assigned to work at a school site may be eligible to receive the same stipend if called upon to consistently (at least 2 days per week) carry out substantially different work at a school site.

This substantially different work as directed by site and/or district administration is necessary to meet student needs and may include, but is not limited to, receiving training and using equipment necessary for consistent sanitizing and sterilizing school environments in support of student learning, assisting with the supervision and enforcement of physical distancing of students before school, during breaks/lunch, and during dismissal, assisting with transportation of food, and the setup of meal distribution, assisting with intake of students and staff on campus, temp checks & symptom screening – DSC only, and assisting with school-wide drive through distribution events. This additional compensation will expire at end of the 2020-2021 (June 30, 2021) school year.

Classified Members:

1. Custodian
2. Lead Custodian I & II
3. Custodial & Grounds Maintenance
4. Groundskeeper

- vi. The tracking and tracing of potential COVID-19 cases is required per the San Diego County Public Health Department and CDPH. Classified bargaining unit members in the classifications below who are not on a flexible work plan and are not otherwise eligible to receive the stipends outlined in sections III, iii, iv, and v shall receive specialized training and assist in the ongoing tracking and tracing of COVID-19 cases and symptoms as directed by site and/ or district administration. This assistance shall include but is not limited to interviewing students and staff for information, completing information questionnaires and/or surveys, completing data entry, and making phone calls. As such, while in the Purple and Red phases only, classified bargaining-unit members in the classifications below shall be eligible to receive \$500 Tracking and Tracing Compensation at the end of each grading period. This additional compensation shall commence with the first grading period with students on campus, September 28, 2020 will expire at end of the 2020-2021 (June 30, 2021) school year.

Classified Members:

- 1. Student Health Care Specialist
 - 2. Health Office Clerk
- c. During the Orange phase, all classified staff, except those who have received accommodations to not be on site, shall return to their assigned work site.
 - i. If a classified employee is unable to report to work due to COVID-19 related childcare issues (school site closures, child care closures, etc.), they may utilize leaves of absence in accordance with the CBA, state, and federal laws, including the Families First Coronavirus Act (FFCRA).
 - ii. If a classified employee is unable to report to work due to increased risk for severe illness due to COVID-19 because of certain underlying conditions that qualify as a “disability” under the ADA or FEHA, the District will engage in an interactive accommodation process to discuss whether the classified employee can safely perform their essential duties, with or without a reasonable accommodation.
 - d. During the Yellow phase, all classified staff shall return to their assigned work site.

IV. Temporary Reassignment of Duties

- a. 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 situation, 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. As such, CSEA unit members or classifications in the bargaining unit may not perform their regular scope and volume of work while schools are in the Purple, Red, and Orange phases, as temporary repurposing may be necessary. Such minor and/or temporary repurposing may be directed to such employees to temporarily perform minor/and or temporary duties or assignments not contained in their job descriptions or within this MOU. Any temporary duties assigned to additional classifications shall be bargained with CSEA.

In addition to the already agreed upon classifications in the Temporarily Reassigned Duties MOU dated August 24, 2020 (School Bus Drivers, Flex Bus Drivers, Transportation Attendants, Athletic Trainers, Bilingual Transportation Clerk, Dispatcher, Campus Security, Lead Campus Security), the District and CSEA have identified the following classifications to be assigned temporary duties:

Classification	Temporary Duties
Clerk II Library Clerk Clerk III Secretary II (Assistant Principals) Bilingual Receptionist (Site)	<ul style="list-style-type: none"> • Temperature checks and symptom screening, fill in as needed • Lunch services/meal distribution, not to include meal preparations, fill in as needed • Miscellaneous clerical duties, record-keeping, data collection, inventory, supporting Attendance and Counseling staff
Lead Campus Security Campus Security	<ul style="list-style-type: none"> • Lunch services/meal distribution, not to include meal preparations, fill in as needed • Temperature checks and symptom screening, fill in as needed
Custodian Custodian Lead I and II Custodial & Grounds Maintenance	<ul style="list-style-type: none"> • Assist with transportation of food, and the setup of meal distribution • Temperature checks and symptom screening, fill in as needed
Health Office Clerk Student Health Care Specialist	<ul style="list-style-type: none"> • Temperature checks and symptom screening, fill in as needed • Miscellaneous clerical duties, record-keeping, data collection, inventory, supporting Attendance and Counseling staff, fill in as needed • Assist with tracking and tracing at the school site
Benefits/Personnel Assistant Bilingual Substitute Technician/Receptionist (DSC)	<ul style="list-style-type: none"> • Temperature checks and symptom screening, fill in as needed

V. Transportation

- a. The District shall adhere to applicable COVID-19 guidelines issued by CDPH, including the document titled *COVID-19 Industry Guidance: Schools and School-Based Programs*. The District shall also adhere to any additional requirements set forth by the San Diego County Public Health Department.
- b. Bus Drivers shall receive the same benefit hours for the 2020-2021 school year as in the 2019-2020 school year. In the event that a School Bus Driver or a Flex Bus Driver is assigned a route less than that of their benefit hours, they will be assigned temporary duties to make up the difference.
- c. CSEA unit members shall be directed to-work in an-environment where current public health guidelines are being followed. This applies to all environments within EUHSD including they cannot socially distance from students or other EUHSD employees while on a school bus or transportation van.

VI. Testing, Notification, and Contact Tracing

- a. 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.
- b. 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.
- c. 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 C) All unit members who desire shall have access to COVID-19 testing free of charge on Mondays during the work day. Bargaining unit members shall be compensated mileage to and from their assigned work site to the testing site.
- d. Once the District campuses reopen, the District shall monitor the number of positive cases at each site. Whenever a person (student or adult) in a cohort tests positive for COVID-19, that cohort shall be closed for at least 14 days. 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 the district test positive for COVID-19, the district shall be closed for at least 14 days.
- e. The District Administrative Team shall:
 - i. Oversee the health screening, testing, and notification of all individuals on the school campus.
 - ii. Coordinate with the San Diego County Public Health Department.
 - iii. 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.
 - iv. Implement and monitor quarantine protocols;
 - v. 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.
- f. 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.
- g. 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.
- h. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the San Diego County Public Health Department.
 - i. 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.
 - ii. The District shall notify the CSEA Chapter President of the location(s) where the individual has tested positive and the number of individuals involved.

- i. 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, that meet the standards by the CDC.
 - i. Bandanas and mesh face coverings are not acceptable
- j. The District shall ensure the wearing of masks is enforced to keep CSEA bargaining-unit members safe.

VII. Workers' Compensation

- a. In addition to the following current contract language in the CBA, the District acknowledges and will comply with the provisions of SB 1159 which expands access to workers' compensation.


VIII. Consultation

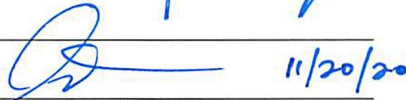
- a. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents and the District community as events continue to unfold during the pandemic.
- b. The District and CSEA are jointly committed to maintaining open lines of communication to facilitate prompt discussion and resolution of issues that may arise as schools reopen for the 2020-2021 school year.

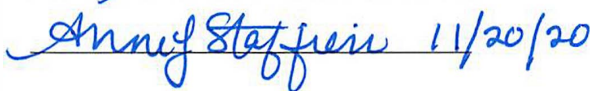
IX. Duration

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.


FOR THE DISTRICT:

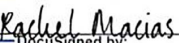
 11/20/20

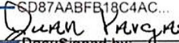
 11/20/20

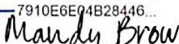
 11/20/20

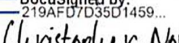
FOR CSEA:

DocuSigned by:


 DocuSigned by:


 DocuSigned by:


 DocuSigned by:


 DocuSigned by:


 DocuSigned by:
