



JOINT COMMUNICATION

Service Employees Union International (SEIU) Local 221
and
Fallbrook Union High School District (FUHSD)



The District and SEIU met on Tuesday, March 17, 2020, to discuss and come to agreement on a Memorandum of Understanding (MOU) to address the unique situation created by the spread of the coronavirus (COVID-19) and the mandated emergency school closures. The District and SEIU did not come to agreement on Tuesday, March 17, 2020. Discussions were tabled and both groups agreed to table the discussion and reconvene on Wednesday, March 18, 2020.

On Wednesday, March 18, 2020, the District and SEIU once again met to discuss and come to agreement on an MOU for these unique times. Discussions included:

- Report to work expectations
- Remote work location expectations
- Health and safety
- Compensation

The District and SEIU agreed to the attached MOU, which includes language specific to the following:

- Availability of cleaning supplies and training related to the same
- Communication protocols during the school closure
- Duties, responsibilities and expectations during the school closure
- Compensation in the event of quarantine and/or self-quarantine

Both FUHSD and SEIU thank everyone for their patience, understanding, and cooperation during this pandemic.

For SEIU
Rose Peralta
President

For the District
Ilsa Garza-Gonzalez
Superintendent

**MEMORANDUM OF UNDERSTANDING BETWEEN
FALLBROOK UNION HIGH SCHOOL DISTRICT (FUHSD) AND SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) Local 221
REGARDING COVID-19 CORONAVIRUS**

March 18, 2020

The Fallbrook Union High School District ("District") and Service Employees International Union Local 221 ("SEIU") enter this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 ("coronavirus").

The parties recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the 2019-20 school year.

The parties agree to the following:

Absence for Health and Safety

1. Unit members who may have been or were potentially exposed to the coronavirus and are required to be quarantined or who self-quarantine due to being age 65 or over and/or having underlying chronic health conditions while schools in the District are open and Unit members are required to report to work shall be placed on paid leave, which shall not be deducted from the member's sick, personal, vacation, or extended illness leave.
2. When any bargaining unit member is directed to be absent from their worksite by the District and/or by order of any Federal, State or Local agency, the employee shall receive full pay and benefits for so long as the District and/or the Federal, State or Local agency requires the absence. For the purposes of this MOU, an absence includes workplace closures as well as quarantines that affect one or more employees. No employee will be charged sick leave, vacation, or docked pay if their work location is closed and/or they are quarantined for health and safety reasons.
3. The District shall not require employees to provide verification of illness, high-risk status, or COVID-19 exposure prior to taking time off for these reasons through June 30, 2020. The District has the right to request verification of illness for the above reasons any time during the absence. Nothing in this paragraph prohibits the District from requiring employees to report possible or confirmed COVID-19 exposures. The District reserves the right to require updated verification if the District suspects abuse of leave.

Absence for Family Care

1. If a bargaining unit member is unable to come to work due to a family member's illness, the bargaining unit member shall receive up to but not more than an additional ten (10) work days at half of their regular base pay once all leave has been exhausted.
2. A bargaining unit member who lives with someone in a high-risk group, or who is unable to come to work due to a COVID-19 daycare (including programs for children, seniors, and adults with disabilities) or school closure shall receive up to but not more than an additional ten (10) work days at half of their regular base pay once all leave has been exhausted.

Personal Protective Environment

1. The District will continue to provide training regarding deep cleaning and disinfecting of classrooms and other common areas. The District will provide all personal protective equipment required under the specifications of each cleaning and/or disinfecting agent used.
2. The District will ensure that all sinks located in the staff break rooms, cafeterias/kitchens, health office, Career Center, and janitorial closets are functioning with hot water and kept stocked with soap and paper towels. The District will ensure that all other sinks are functioning with running water and kept stocked with soap and paper towels.
3. The District will follow best practices consistent with standards and guidelines recommended by the California Department of Public Health (DPH), the California Occupational Health and Safety Administration (Cal-OSHA), the U.S. Centers for Disease Control (CDC), the U.S. Occupational Health and Safety Administration (OSHA), and the World Health Organization (WHO).
4. All represented employees who are expected to be present at an District facility or worksite at any time during the effective period of this MOU, shall be issued an individual bottle of hand sanitizer and a package of sanitizing wipes when available, which shall be replenished by the District on an as-needed basis and when available at the request of the employee. Protective gloves shall be made available to employees upon request and when available. The District will make every effort with diligence to expedite the process for obtaining the appropriate supplies.
5. The District shall furnish and maintain hand sanitizer, sanitizing wipes, mask, and protective gloves when available at all District facilities and worksites. Such items can be requested by an employee from their direct supervisor. The District will make every effort with diligence to expedite the process for obtaining the appropriate supplies.
6. If the District has knowledge that an employee may have been exposed to COVID-19, the employee's direct supervisor or other District representative shall notify the employee as soon

as possible, following the standards and guidelines of the CA Public Health Confidentiality Act and Family Educational Rights and Privacy Act (FERPA) and related Education Code (EDC) provisions. Possible affected employees shall be notified no later than twenty-four (24) hours from the time the District gained knowledge of the possible exposure when and if it is allowed by the Department of Public Health (DPH).

Remote Work/Telecommuting

1. Unit members will be notified by email or phone about any school closures, including any decisions to extend school closures once they commence. All email communication will be sent to the employees' work email address. Request for access to email addresses outside fuhsd.net will not be granted. Unit members are directed to check their work email twice daily during their regular work day. Unit members shall check their work email at the start of their regularly scheduled work day and ten minutes prior to the end of their regularly scheduled work day. During the length of the school closure, employees are required to:

- Be responsive to any request made by the District, and/or any request to participate in professional development scheduled in distance learning format during regular work days and hours.
- Maintain regular communication with direct supervisors (management).

2. Unit members assigned to the classroom, such as paraprofessionals, shall not be directed or required to report to their worksite while their worksite is closed to students and teachers. This includes locker room attendants, librarians, and career center staff.

3. Certain classifications of employees (i.e. campus supervisors, custodial, maintenance and operations, food services, technology and/or district office personnel) will be required to report to the worksite. Unit members required to report to the worksite will continue to work performing duties within their job descriptions. Every effort will be made to reduce the number of employees required to report to work. Release of employees is by classification and job requirements. When employee numbers are reduced, employees will be placed on an alternate schedule. The District will make every effort to create an alternative schedule with input from the affected employees to reduce over-work/fatigue of classifications that are highly impacted.

4. Unit members who have a doctor's note indicating a higher risk for serious illness from coronavirus because of age, a serious long-term health problem, or otherwise, shall not be required to report to a worksite during school closures.

5. Unit members compensation and benefits shall not be reduced in the event of an emergency school closure.

Union Rights

1. Following the guidelines and standards of the CA Public Health Confidentiality Act and the directives of the Department of Public Health (DPH), the District shall notify the Union of the following information whenever requested by the Union, and no more than once per week, for the duration of this MOU.
 - Numbers of employees thought to have been exposed to coronavirus (either tested positive or believed to have been in contact), if any: department, classification, status (on paid administrative leave, etc.), start date and anticipated end date of paid-leave, whether tested; results of test.
 - Any anticipated closures or cancellation of events/services.
 - Any changes to plans or protocols the District intends on making.

2. The District shall submit a "J-13A Request for Allowance of Attendance Due to Emergency Conditions" waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance ("ADA"). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) compensation associated therewith, if any, up to the number of school closure days.

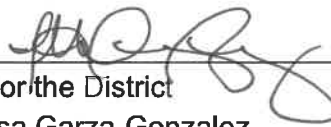
3. All closed schools will be deep cleaned by the District's custodial staff following guidelines recommended under closures and reopening of schools due to COVID-19 before staff or students return for regular instruction.

SEIU reserves the right to negotiate any additional impacts of school closures in the 2019-20 school year. This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

Signed Wednesday, March 18, 2020 by:



For SEIU
Rose Peralta
President



For the District
Ilsa Garza-Gonzalez
Superintendent



For SEIU
Cipriano Vargas
Political Organizer, SEIU Local 221