

**MEMORANDUM OF UNDERSTANDING ('MOU')**  
**between FALLBROOK UNION HIGH SCHOOL DISTRICT ("DISTRICT")**  
**and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221 (together "SEIU")**

**THE NOVEL CORONAVIRUS (COVID-19), 2020-2021 REOPENING, DISTANCE LEARNING,**  
**and SAFETY IMPACTS AND EFFECTS**

On Friday, July 17, 2020, Governor Gavin Newsom released the Pandemic Plan for Learning and Safe Schools for the 2020-2021 School Year ahead of the California Department of Public Health (CDPH) new guidance for Schools and School-Based Programs. The CDPH framework details when and how schools should reopen for in-person instruction. In accordance with this guidance, school districts may only reopen for in-person instruction once the county in which the school district operates has been off the CDPH monitoring list for at least fourteen (14) consecutive days, and/or if other exceptions are granted by CDPH. Furthermore, Governor Gavin Newsom's plan centers on five key areas:

1. Safe in-person school based on local health data
2. Strong mask requirements for anyone in the school
3. Physical distancing requirements and other adaptations
4. Regular testing and dedicated contact tracing for outbreaks at schools
5. Rigorous distance learning

As of the presentation of this Memorandum of Understanding, Thursday, August 6, 2020, San Diego County remains on the State monitoring list.

**1. Acknowledgment of Public Schools as an Essential Community Service**

- 1.1. Our schools are critical providers of not only education, but basic social services such as food, healthcare, and mental health counseling.
- 1.2. Due to the unprecedented circumstances of the COVID-19 pandemic, the District is starting the 2020-2021 school year in a distance learning model to comply with the guidance and requirements of CDPH and the Office of the Governor.

The District recognizes the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its staff. We recognize the importance of prudent measures to help prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential "close contact" and prevent the spread of the disease. Nonetheless, District operations must be maintained, and provisions made for District employees who are impacted by the epidemic.

To these ends, the District proposes:

1. All Classified employees will physically return to work in accordance with their assigned 20/21 work calendar.
2. The District will follow all protocols set by California Department of Public Health (CDPH). The District will communicate the current CDPH guidelines to said employees.
3. All Classified employees will receive their regular rate of pay for the 20/21 work year. Employees that are required to physically report to work due to their job responsibilities will not receive additional compensation.

**2. Safety: Personal Protective Equipment (PPE) / Hygiene**

Fallbrook Union High School District (FUHSD) will reopen to students under the guidance and direction of the public health orders, California Department of Education, and the CDC. The Safe Reopening Plan will be completed and will be shared with health officials, the County Office of Education, and will be posted on the district website. All district staff responsible for the development of the plan have read and understand the guidelines set forth by the California Department of Public Health and the California Department of Education.

## 2.1. Physical Barriers:

- 2.1.a. The District will ensure that any employee that has direct contact with the public at all District facilities will have appropriate protective equipment/barrier in place or a location within their building to engage with the public with the appropriate protective equipment/barrier in place.
- 2.1.b. The District has established and will continue a contactless grab-and-go meal distribution system ensuring the safety of nutrition services staff members' and any other classified unit members assigned to grab-and-go meal distribution.

## 2.2. Face Coverings:

As an essential business, FUHSD will follow the guidelines in the most current County Health Order. The current health order states each essential business shall require all employees/on-site contractors (hereinafter referred to as employees) to have possession of a face coverings and wear them when in the business facility. All employees will wear face masks/shields as recommended by the CDPH.

- 2.2.a. Face coverings and/or masks shall be worn at all times while at the worksite.
- 2.2.b. Disposable masks will be provided by the District. When cloth masks are provided to the employee by the District, disposable masks will no longer be made available. It is the employees responsibility to bring the cloth face mask to work. Employees may bring their own masks to work. All masks must comply with CDPH recommendations.
- 2.2.c. Employees should communicate with their direct supervisor when there is a concern related to face coverings/masks. When there is no response to their concern, the employee may contact Angela Appel, FUHSD SEIU President.

## 2.3. Sanitizing/Disinfecting

- 2.3.a. Employees will have access to District facilities which house adequate handwashing stations (i.e. employee restrooms, kitchen).
- 2.3.b. All office buildings and classrooms which are being used during distance learning will be equipped with hand sanitizer and sanitizing wipes when available. If the supply is low or non-existent, the employee should report this to their immediate supervisor.
- 2.3.c. All offices will be placed on a daily cleaning schedule. Offices will be deep cleaned once a week. Individual offices, workstations and classrooms being used during distance learning will be deep cleaned anytime an employee does not meet the standards of the daily screening.
- 2.3.d. Employees should communicate with their direct supervisor when there is a concern related to sanitation and cleaning. When there is no response to their concern, the employee may contact Angela Appel, FUHSD SEIU president.

## 2.4. Social Distancing

- 2.4.a. The District will follow all social distancing protocols per state and local government health agency guidelines, including marking all public access areas.
- 2.4.b. The District will post signage at all school entrances and buildings informing visitors and employees of social distancing requirements.
- 2.4.c. As an extra measure of safety, the District will install plexiglass barriers at workstations and desks that are accessible to the general public.
- 2.4.d. Employees should communicate with their direct supervisor when there is a concern related to social distancing. When there is no response to their concern, the employee may contact Angela Appel, SEIU President.

## 2.5. Safety Training/Protocols:

- 2.5.a. All employees will receive training on proper sanitizing, proper use of PPE's, and hygiene procedures.
- 2.5.b. The District will post, in a visible location, official notification of all public safety requirements ( i.e. that public visitors must wear masks, maintain social distancing, etc.).

## 3. Safety: Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within five (5) work days, respond in writing to the employee, with simultaneous copy to SEIU, stating what was done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this Agreement.

## 4. Staff Daily Health Check:

All employees will be required to complete a COVID19 Health Screening Assessment every workday.

- 4.1. Prior to coming to work, employees shall conduct a daily symptom check at home. If an employee answers "yes" to any of the symptoms on the symptom check, the employee should stay home and immediately communicate via email with their immediate supervisor. The employee shall call Jean Proctor, Human Resources Specialist ([jproctor@fuhdsd.net](mailto:jproctor@fuhdsd.net)). Employees are directed to leave a message if there is no answer. The employee shall enter their absence in Aesop/Frontline.
- 4.2. Employees shall submit to a daily symptom check on campus. Symptom Check Points will be established and communicated to employees. Employees shall observe physical distancing guidelines and remain 6 feet apart while waiting for their symptom check. Employees will receive a temperature check and will be asked if they completed the daily symptom check at home. If the employee did not complete the daily symptom check at home, the employee will be asked the questions on the Symptom Checklist.
  - 4.2.a. An employee who has a temperature of 100.4 or greater may not come to work or remain at work. The employee will contact Human Resources for guidance.
  - 4.2.b. Depending on the guidance by Human Resources, an employee may be required to obtain a written physician's clearance to return to work or a negative COVID-19 test result. The District will provide testing center locations and contact information, if needed.
  - 4.2.c. If an employee tests positive for COVID19 said employee will be placed on paid administrative leave, as stated in "d" below and shall complete the Families First Coronavirus Response Act (FFCRA) Leave Request Form and submit it to their direct supervisor within twenty four (24) hours of being placed on paid administrative leave.
    - 4.2.c.1. Failure to submit the Families First Coronavirus Response Act (FFCRA) Leave Request Form may result in a cancellation or delay of benefits under FFCRA.
  - 4.2.d. If an employee is required to stay home after completing the Daily Symptom Check at home or is required to go home by Human Resources, the employee will be placed on paid administrative leave for that day only to allow for diagnosis and/or testing. Any subsequent absences related to the initial day, will be granted in accordance with the existing CBA language or the Federal Families First Coronavirus Response Act (FFCRA).
    - 4.2.d.1. Misuse of this leave and/or providing false information is grounds for disciplinary action and FUHSD may require repayment of leave benefits extended to employees in good faith.

## 5. Testing and Tracing:

The District will follow 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 SEIU of the following information if allowed under the aforementioned guidelines and standards.

- 5.1.a. If an employee or student is found to test positive for COVID19 the District will ensure the confidentiality of the employee and student.
- 5.1.b. The District will immediately inform employees who have come in "close contact" with the individual. The District will provide testing center locations and contact information, if needed.

#### **6. Leave and the Federal Families First Coronavirus Response Act (FFCRA):**

- 6.1. All absences and leave requests will be processed according to the CBA.
- 6.2. Employees who are absent shall be responsible for reporting their absence according to the CBA.
- 6.3. If an employee is unavailable or unable to perform assigned work for personal or medical reasons, provisions of Article 22 of the CBA apply. If the personal or medical reason is related to COVID-19, Unit Members shall be entitled to all leaves related to COVID-19 that are currently provided in accordance with the Federal Families First Coronavirus Response Act (FFCRA).
  - 6.3.a. Employees requesting leave under FFCRA shall complete the Families First Coronavirus Response Act (FFCRA) Leave Request Form and submit the form to the HR Specialist, Jean Proctor, at [jproctor@fuhdsd.net](mailto:jproctor@fuhdsd.net).
  - 6.3.b. FFCRA leave may be used in the event that an employee cannot report to work because they have tested positive, or have been directed to be tested and/or to self-quarantine by a qualified medical provider due to having been in close contact with an individual who has tested positive for COVID-19.
  - 6.3.c. Leave under FFCRA is set to expire on December 31, 2020. Leave provided to employees in this Agreement due to FFCRA is only available through December 31, 2020. If the FFCRA is extended, the District will provide employees the rights granted to them by the extended FFCRA.
- 6.4. Employees and SEIU shall cooperate with the District in any contact tracing or epidemiological investigation required by public health authorities.
- 6.5. Employees who have been ill with COVID-19 will be returned to work only if meeting the guidelines provided by the Center on Disease Control (CDC) and State and local health departments. The employee's return may be designated as the ability to work remotely. Employees will provide the District with any necessary information in order to adhere to these guidelines.

#### **7. Accommodation:**

- 7.1. If an employee is age 65 years and older or is in the vulnerable population, the employee may submit a note from their physician indicating the accommodation needed to keep the employee safe.
- 7.2. The District will schedule an interactive meeting with SEIU and the employee for the purposes of identifying reasonable accommodations for the employee. The employee may elect to hold an in-person meeting or Zoom/Google hangout meeting.
- 7.3. An employee shall notify Human Resources if he/she is restricted from working as a result of their minor child's place of care or school is closed (including distance learning or other distance/in-class learning hybrid model) or limits days of services or the childcare provider is unavailable due to a public health emergency. The District, SEIU and the employee will meet to determine if other working accommodations are available.
- 7.4. If the District can not accommodate the needs of the employee, the employee may take leave under FFCRA. The employee shall complete the Families First Coronavirus Response Act (FFCRA) Leave Request Form and submit the form to the Human Resources Specialist at [jproctor@fuhdsd.net](mailto:jproctor@fuhdsd.net).

## 8. Reporting to Work

All employees shall report to work as per the CBA. The Parties recognize that twelve (12) month employees reported to work on July 23, 2020. Unless an accommodation is granted as per Sections 6 and 7 of this MOU.

## 9. Work Location

Due to the diverse job duties and responsibilities of our classified employees, the work location for each classification of employees will differ. Employees that are required to physically report to work due to their job responsibilities will not receive additional compensation of any form.

- 9.1. All classified employees are required to work from their regularly assigned worksite with the exception of Paraprofessionals I - IV Special Education and Paraprofessionals, Bilingual.
- 9.2. Instructional and Bilingual Paraprofessionals ("paraprofessionals")
  - 9.2.a. Paraprofessionals will have the option of performing their duties from home, their assigned classrooms, or both, at the employee's discretion. Paraprofessionals shall be responsible for consistently following state, county and local public health recommendations when reporting to the work site. Paraprofessionals shall inform their school site administrator in writing of where they will perform their responsibilities. In the event that a paraprofessional needs to change his/her choice, either on a temporary or permanent basis, the paraprofessional shall notify site administration forty-eight (48) hours in advance.
  - 9.2.b. In an effort to ensure rigorous instruction and continuity of services for students, paraprofessionals working remotely shall:
    - Ensure that their work environment is professional and free of distraction.
    - Maintain a professional demeanor and appearance when engaging in video and telephone conferences with students, parents, and staff, and staff as referenced in Board Policy [4119.21](#), Board Policy [4219.21](#), Board Policy [4319.21](#), and Board Policy [4319.22](#).
    - Maintain access to reliable, high-speed internet. (If internet access is not available for an extended period of time, the paraprofessional will arrange to work from their regularly assigned work site.)
    - Remain within a reasonable distance of the District during their scheduled work day. Paraprofessionals are expected to be on-call and available to report within two (2) hours during normal working hours.
  - 9.2.b.1. If these conditions are not met, the paraprofessional may be directed to work from the school site. The site or district administrator will meet with the paraprofessional and SEIU before directing the paraprofessional to work from the school site.
  - 9.2.c. Paraprofessionals working from their assigned classroom may not be accompanied by family members or other individuals. Only the paraprofessional may access the worksite/workspace.
  - 9.2.d. If a face-to-face meeting or session is required with a student or parent, the District will ensure that the setting of the meeting will abide by all relevant advisories and guidelines issued by state and local public health authorities.
- 9.3. All employees must continue to remain on call and may be required to physically report to work depending on their job responsibilities and duties and as needs arise. Similarly, all employees are to continue to be available during their normal work hours and normal work days and may be required to work on site. An employee's direct supervisor will be the primary point of contact for the employee.
- 9.4. Employees are expected to check their FUHSD e-mail for updates throughout the workday and respond to any email request by an administrator within twenty four (24) hours.
- 9.5. Except in emergency or urgent situations, the District will provide employees with twenty four (24) hours notification in the event an employee is called to report to the site.

- 9.6. In the event that an employee will not be available during normal work hours on a normal workday to perform his/her assigned work duties, the employee must notify the District in advance of his/her absence and report unavailability via Absence Management (e.g., Aesop/Frontline) as either sick leave or other applicable leave, as appropriate.

## **10. Classified Work Duties**

Classified employees may be asked to perform other temporary job related duties as required.

- 10.1. The Parties recognize the need to be flexible in providing support services during the distance learning model and employees may be directed to perform duties closely related to their job classification. All employees will be compensated at their current Range/Step, unless an employee performs a majority of duties in a higher classification said employee will be compensated in accordance with the CBA. Employee work duties will revert to normal work duties when distance learning ceases. Employees may be asked to report to other sites/departments.

- 10.1.a. In the event there are no job duties related to the employees job classification, every effort will be made to have the employee perform duties in a previous classification held with the District. All employees will be compensated at their current Range/Step, unless an employee performs a majority of duties in a higher classification said employee will be compensated in accordance with the CBA. Employee work duties will revert to normal work duties when the District returns to normal operating procedures in place prior to March 16, 2020.

- 10.1.a.1. Employees that have not performed duties in a previous classification held with the District, will be able to select from available assignments based on seniority with the District.

- 10.1.b. In the event an employee who is regularly assigned to a single work site is directed to report to a different work site, the employee will be given at least three (3) work days notice. In the event an employee is directed to report to a different department, the employee shall be provided one (1) work day's notice.

- 10.1.c. The District will provide appropriate job related professional development to support classified employees in the distance learning model.

- 10.1.d. Beginning on September 1, 2020, the District will make every effort to implement a rotation schedule for all office staff to facilitate working from home on occasion and to equitably distribute the workload. Schedules will be at the discretion of the District and site administrators. By September 4, 2020, the District will notify SEIU on the status of these efforts.

## **11. Work Hours/ Work Shift**

All SEIU employees will be required to work their regularly assigned work hours. The District will make every effort to match employees to their scheduled shift (start/end time). In the event that there is a need to change the SEIU employee's shift hours the District will:

- 11.1. Give notice to employees of at least five (5) work days of any changes in work shift.
- 11.2. Employees who have their work hours adjusted will select their alternate work shift based on seniority within the classification.
- 11.3. There may be a need for employees to work alternate flex schedules. An alternate flex schedule is a schedule where an employee will not exceed their weekly total of hours and hours could be different every day.
- 11.4. Employee work shift hours will revert to their normal work shift when distance learning ceases.

11.5 Nothing in this Agreement will preclude the District from implementing layoffs, eliminating positions, or reducing hours of classified employees. The District will negotiate any decision within the scope of representation and the effects of any layoffs, eliminations, or reductions.

**12. Grievance Procedure**

Disagreements arising from the enforcement of this Agreement shall be referred to the grievance procedure outlined in the CBA.

**13. Evaluation**

13.1. For the 2020-2021 school year, the District shall not conduct or issue formal evaluations to permanent employees, though the District reserves the right to conduct informal observations, provide direction, feedback and support based upon those observations, and/or discipline permanent employees as necessary.

13.2. For the 2020-2021 school year, the District shall conduct and issue formal evaluations for probationary employees in accordance with Article 10 of the CBA. Additionally, the District reserves the right to conduct informal observations, provide direction, feedback and support based upon those observations, and/or discipline probationary employees as necessary.

**14. Compliance with further governmental orders**

The Parties recognize that the COVID-19 epidemic is evolving and so is the governmental response. The Parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.

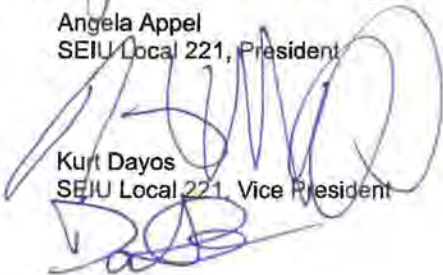
- 15. All components of the current collective bargaining agreement between SEIU and the District, not addressed by the terms of this agreement, shall remain in full effect.
- 16. This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.

**Dated this 7th day of August of 2020.**


**For SEIU**



Angela Appel  
SEIU Local 221, President



Kurt Dayos  
SEIU Local 221, Vice President



David Giles  
SEIU Local 221, Treasurer



David Lagstein  
SEIU Local 221 Political Director

**For the District**



Ilsa Garza-Gonzalez  
Superintendent



Brenda Mefford  
Chief Business Officials