



**BOARD OF TRUSTEES
SPECIAL MEETING**

Board of Trustees
Joyce Dalessandro
Kristin Gibson
Beth Hergesheimer
Melisse Mossy
Maureen "Mo" Muir

Superintendent
Robert A. Haley, Ed.D.

**WEDNESDAY, OCTOBER 14, 2020
AT 2:00 PM**

***Public participation will be remote and
live-stream will be available @ www.sduhsd.net.
Earl Warren Middle School
155 Stevens Avenue
Solana Beach, CA***

This meeting will be held in accordance with Executive Orders N-29-20 and N-33-20, and the County of San Diego Health and Human Services Order of the Health Officer and Emergency Regulations issued on April 10, 2020. A copy of each order is available online at www.sduhsd.net and posted at 710 Encinitas Boulevard, Encinitas, CA. The meeting will be live-streamed and video recorded. The public live-stream link will be posted online at www.sduhsd.net prior to the start of the meeting. Members of the Board of Trustees will be permitted to participate virtually/telephonically.

Public comments for special meetings are restricted to action items on the agenda before the Board of Trustees for consideration. Members of the public who wish to address the Board of Trustees may do so by submitting a request using this [form](#). This form will be available beginning at 6:30 p.m., October 12, 2020, and will close at 6:30 p.m. on October 13, 2020.

Public comment will be limited to two (2) minutes per speaker and a total of 20 minutes per item. If there are more than 10 requests for an item, there will be a random selection of 10 speakers made prior to the meeting on October 14, 2020 that will be recorded.

Speakers will be notified of selection in the afternoon prior to the start of the meeting. Written comments will be limited to 350 words (2,100 characters) or less. Comments will be shared with all trustees and posted online with the agenda for the public to see. Additional information and supporting documents that may be provided to the Board of Trustees prior to the start of the meeting, if provided, will be posted on the website at www.sduhsd.net.

AGENDA

1. CALL TO ORDER

- a. WELCOME
- b. PLEDGE OF ALLEGIANCE
- c. APPROVAL OF AGENDA

BOARD SERVICES ITEMS

- 2. CONSIDERATION OF APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #241 – public comment, if any**

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications, or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the [Office of the Superintendent](#). Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with the meeting in appropriate alternative formats for persons with a disability.

3. **CONSIDERATION OF APPROVAL OF SIDE LETTER OF AGREEMENT WITH SAN DIEGUITO FACULTY ASSOCIATION** – *public comment, if any*
4. **CONSIDERATION OF ADOPTION OF RESOLUTION REGARDING THE REOPENING OF SCHOOLS CONSISTENT WITH THE SAN DIEGO COUNTY PUBLIC HEALTH ORDER FOR THE 2020-2021 ACADEMIC YEAR** – *public comment, if any*
5. **ADJOURNMENT**

MEETING PROTOCOL

The members of the San Dieguito Union High School District Board of Trustees are locally elected officials, serve four-year terms of office, and are responsible for the schools' educational programs, in grades seven through twelve. The Board is a policy-making body whose actions are guided by the District's vision, mission, and goals. Administration of the District is delegated to a professional administrative staff led by the Superintendent. Board Members are required to conduct the programs of the schools in accordance with the Constitution of the State of California, the California Education Code, and other laws relating to schools enacted by the Legislature, in addition to policies and procedures adopted by the Board of Trustees.

PUBLIC COMMENTS (*Please see public comment process noted above.*)

Members of the public are entitled to comment on action items listed on the agenda for Board consideration or deliberation. At the discretion of the Board President, members of the public are entitled to speak on agenda items either immediately after the item is called or following background information provided related to the item. Members of the public are entitled to comment on an agenda item only once at any meeting. Although the Board President may seek additional information, participation in debate on any item before the Board shall be limited to the Board and staff. The Board President shall determine the order of speakers, when the Board President calls a member of the public to the podium they are asked, but not required, to provide their names prior to making comments.

PUBLIC INSPECTION OF DOCUMENTS

In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the Board Meeting will be available for review on the district website, www.sduhsd.net.

CLOSED SESSION

The Board may meet in Closed Session to consider qualified matters of litigation, employee negotiations, student discipline, employee grievances, personnel qualifications, and/or real estate negotiations which are timely.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 2, 2020

BOARD MEETING DATE: October 14, 2020

PREPARED BY: Cindy Frazee
Associate Superintendent, Human Resources

SUBMITTED BY: Robert A. Haley, Ed.D.
Superintendent

SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #241

EXECUTIVE SUMMARY

This Memorandum of Understanding was developed to address the impacts and effects of resumed District operations under post-COVID 19 conditions for classified employees. The parties reached a tentative agreement on September 9, 2020. The District has submitted the AB 1200 to the San Diego County Office of Education.

RECOMMENDATION:

It is recommended that the Board approve the Memorandum of Understanding with California School Employees Association (CSEA), Chapter #241, as shown in the attached supplement.

FUNDING SOURCE:

N/A

Attachments: Memorandum of Understanding – Return Impacts and Effects on the CSEA Bargaining Unit
AB 1200, Disclosure of Bargaining Agreement

**MEMORANDUM OF UNDERSTANDING
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT TO CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION AND ITS SAN DIEGUITO CHAPTER 241
REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING
UNIT**

This memorandum is agreed between **San Dieguito Union High School District** and the California School Employees Association and its San Dieguito Chapter 241 (together “CSEA”) concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

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. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

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

- 1. Safety:** The District shall follow CDC, CDE, CDPH and local health authority regulations and recommendations for school reopening and reclosure. In the interest of student, staff and community safety, where conflict in recommendation occurs, the County Public Health Department regulation will be followed.

The District will conduct all staff meetings, professional development training and education, and other activities involving staff with physical distancing measures in place, or virtually, where physical distancing is a challenge.

The District and CSEA will continue to communicate with each other regarding any new guidelines from OSHA, Cal/OSHA, or local health authorities and shall negotiate the effects of implementing those guidelines. The District shall provide ongoing health and safety training as health authority regulations and guidance changes.

Personal Protective Equipment: The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty. All staff will be required to wear a face covering in accordance with current CDPH guidelines, unless they fall under the CDPH exemptions. Any employees who fall under the exemptions must notify Human Resources immediately, and an accommodations meeting will be held.

If a unit member arrives at a site to work and there is not sufficient PPE the site will attempt to secure PPE from another location. The unit member will not be required to work with students or interact with the public until the PPE is acquired. If the site is not

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successful in acquiring sufficient PPE for the day, the unit members without PPE will be sent home for the day. Unit members sent home due to lack of PPE will not be docked any pay.

Every attempt will be made to provide N95 masks to unit members caring for individuals who get sick at the worksite with COVID-19 related symptoms. Unit members likely to be most relevant are Health Technicians.

Reporting Unsafe Conditions: Upon becoming aware of unsafe conditions, an employee shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions; facilities and equipment; repairs and modifications; and other practices designed to ensure District compliance with applicable standards of the California Occupational Safety and Health Act, Workers' Compensation and the provisions of the District fire and liability insurance programs. The District shall evaluate each of these recommendations.

The District will identify points of contact for reporting unsafe conditions.

2. **Screening and Contact Tracing:** The District agrees to encourage "Passive Screening" of staff prior to leaving to attend their shift:
 - Encouraging staff to self-screen before leaving for work (check temperature to ensure temperatures below 100 degrees Fahrenheit, check for symptoms outlined by public health officials) and to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.

Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms. Information obtained during temperature checks and questionnaires shall be kept confidential.

Should employees have to wait in long lines to be screened prior to their shift, the respective site will make an effort to increase the number of screening stations to reduce the wait time. Health Technicians will be assigned to assist with Symptom Screenings and take temperatures of staff. If additional staff is needed to assist with Symptom Screening, including taking temperature it should first be offered to bargaining unit members on a voluntary basis. If there are no volunteers, then site administration will assign bargaining unit members to assist. Participating bargaining unit members shall be trained in screening technique prior to screening.

Upon notification that an employee or student has been infected with COVID-19, the district shall initiate contact tracing in conjunction with local health officials. The District shall notify bargaining unit employees who have been exposed to COVID-19 at work and will also notify CSEA of bargaining unit member exposure.

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CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

- 3. Distance Learning and Working Remotely from Home:** CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a result of District implementation of distance learning programs. The District will keep CSEA informed of any changes to its operations due to distance education.

At the District's discretion, during the school closure, unit members whose responsibilities can be completed at home may work remotely to complete those assignments.

CSEA bargaining-unit members not required to remain at work shall be "on call" and subject to direction by the District during their normal scheduled workday. As such, bargaining-unit employees who are working remotely can be required to report to work at a District site periodically and in such situations, the employee will be notified by the end of their normal work day prior to the day they are required to report.

While CSEA bargaining-unit employees are expected to be working and available during their normal designated working hours, no CSEA bargaining-unit employee will be expected to answer every phone call or email received. However, CSEA bargaining-unit employees are expected to return messages received within a reasonable amount of time. Should the bargaining unit member be contacted by a District Supervisor they are expected to respond within 60 minutes.

The District agrees that District Administrators/Managers/Supervisors shall not contact CSEA bargaining-unit employees outside of their normal designated working hours and requests an immediate response and action. If a District Administrators/Managers/Supervisors does contact a CSEA bargaining-unit employee outside of their normal designated working hours and requests an immediate response and action that shall be considered as "Call-Back" per the current Collective Bargaining Agreement and the CSEA bargaining-unit employee will be compensated appropriately.

Work From Home Requests: Bargaining unit members may submit a "Work from Home Request" Form to Human Resources. If they wish to work exclusively from home. The following conditions must be met prior to granting the employee's request:

1. Employees must submit the "Work from Home Request" Form
2. Reliable internet, at an employee's residence is required and must be maintained by the employee making the work from home request
3. Employees can be required to report to work based on the needs of the District.

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After consultation with the employee's immediate supervisor or site principal, Human Resources will retain sole authority to approve, deny, revoke, or modify unit members' requests to work from home.

Once there is a change in the public health orders that allows for on campus instruction, staff must be prepared to return to their regular work location on district property. The District reserves the right to take away the work from home agreement if they fail to fulfill the expectations of their assignment. SDUHSD is not responsible for reimbursing employees for any costs associated with off site working. Employees who do not have sufficient resources to satisfactorily perform their work offsite will perform work at their work site.

CSEA bargaining unit members who are working from home shall take the lunch and rest periods as provided in the collective bargaining agreement.

- 4. Accommodations and Leave:** The District acknowledges that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19. The District agrees to protect and support staff who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing reasonable accommodations including 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.
 - Negotiated change in classification

HR 6201: The District will adhere to all federal and state leave regulations, including those designated under the Families First Coronavirus Response Act (FFCRA), also known as HR 6201. The parties recognize that such leave as provided by HR 6201 shall be available to all district employees in the appropriate circumstances, and shall, if requested and eligible, be drawn prior to any other forms of paid or unpaid leave available to employees.

- 5. Job Duties & Work Hours:** The District and CSEA acknowledge that California Education Code §45101(a) and requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description and shall therefore be provided additional training as needed. Employees will not be asked to perform any duties for which they are not qualified.

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SDUHSD TO CSEA

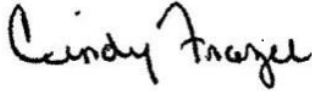
Date: 9/09/2020

The District and CSEA agree this is a temporary solution to a current 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.

The parties acknowledge that California Education Code §45110 requires out of class compensation. Unit members who work out of classification performing duties of higher classification shall be paid at the out of class rate in accordance with Article 9 of the CSEA Chapter 241 collective bargaining agreement.

- 6. **Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties’ collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator
- 7. **Compliance with further governmental orders:** The parties recognize that the COVID-19 epidemic is evolving and so is 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.
- 8. **Duration of Agreement:** This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first.

Dated: 09/17/2020

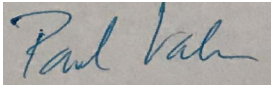
By: 

For District

Dated: _____

By: 

Dated: _____

By: 

For California School Employees Association

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Date: 9/09/2020

Appendix: Potential Additional Duties

Classified Position	In Person Expectations Hours/Days	Virtual Learning Hybrid Expectations	Potential Additional Duties Assigned
Administrative Assistant I,II, III, IV	Regular Hours	same assigned	Symptom Screening Monitor Isolation Room Assistance with office cleaning Enforcement of safety precautions Distribution of instruction items
Secretary / Receptionist	Regular Hours	same assigned	Symptom Screening Monitor Isolation Room Assistance with office cleaning Distribution of instruction items Remote or in person support of students in Virtual Learning
Health Techs	Regular Hours (subject to change)	same assigned	Symptom Screening Monitor Isolation Room Distribution of instruction items Enforcement of safety precautions
Custodial Workers	Regular Hours	same assigned	COVID-19 compliant cleaning procedures (ie. sanitization, check-off list, etc) Enforcement of safety precautions
Instructional Assistants	Regular Hours (subject to change)	same assigned	Symptom Screening Monitor Isolation Room Supervision of students in ingress/egress Remote or in person support of students in Virtual Learning Distribution of instruction and/or food service items Assistance with classroom cleaning Enforcement of safety precautions
Vocational Developers	Regular Hours (subject to change)	same assigned	Symptom Screening Monitor Isolation Room

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SDUHSD TO CSEA
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			Supervision of students in ingress/egress Remote or in person support of students in Virtual Learning Distribution of instruction and/or food service items Assistance with classroom cleaning Enforcement of safety precautions
Campus Supervisors	Regular Hours	same assigned	Symptom Screening Monitor Isolation Room Supervision of students in ingress/egress Distribution of instruction and/or food service items Enforcement of safety precautions
Nutrition Service Workers	Regular Hours (subject to change)	same assigned	Symptom Screening Monitor Isolation Room Assistance with cleaning Enforcement of safety precautions
Bus Drivers	Regular Hours (subject to change)	same assigned	Symptom Screening Monitor Isolation Room Supervision of students in ingress/egress Distribution of instruction and/or food service items COVID-19 compliant cleaning procedures (ie. sanitization, check-off list, etc) Enforcement of safety precautions Grounds work (Volunteer) Maintenance (Volunteer)
District Office Staff	Regular Hours	same assigned	Symptom Screening Monitor Isolation Room Assistance with cleaning Enforcement of safety precautions
Learning Commons Technicians	Regular Hours (subject to change)	same assigned	Additional Technology Support Symptom Screening Monitor Isolation Room Supervision of students in ingress/egress

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Date: 9/09/2020

			Support of students in Distance Learning Assistance with cleaning Enforcement of safety precautions
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Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Dieguito Union High School District

Name of Bargaining Unit: Classified School Employee Association Chapter 241 Certificated: _____ Classified: XX

The proposed agreement covers the period: Beginning: 9/17/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: 15-Oct-20
Date

A. Proposed Change in Compensation **No Fiscal Impact**

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020 - 2021		Year 2 2021 - 2022		Year 3 2022 - 2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$18,173,589.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2. Salary Schedule - Increase (Decrease)	\$18,173,589.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$18,173,589.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$5,432,846.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
5. Health/Welfare Benefits - Increase (Decrease)	\$4,783,920.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$28,390,355.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
7. Total Number of Represented Employees	346.30	346.30	\$0.00	346.30	\$0.00	346.30	\$0.00
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$81,981.97	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%

Impact on other Funds: No fiscal impact

- A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

No change in compensation.

- B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)**

No fiscal impact – agreement addresses safety during COVID-19 and includes the following: personal protective equipment, reporting unsafe conditions, screening and contact tracing, distance learning and working remotely from home, accommodations and leave, as well as job duties and work hours.

- C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.**

No specific impacts.

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

None

E. Source of Funding for Proposed Agreement

No fiscal impact.

2. How will the ongoing cost of the proposed agreement be funded in future years?

No fiscal impact.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

No fiscal impact.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$155,916,492
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	12,673.19
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$4,677,494.76

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$4,677,495.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$2,770,146.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$34,013.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$7,481,654.00

3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent
(Signature)

10/7/2020

Date



Chief Business Official
(Signature)

10/7/2020

Date

Contact Person: Dawn Campbell

Telephone No.: 760-753-6491
ext. 5561

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2:
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of June 18, 2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
Adopted Budget				
REVENUES:				
LCFF Sources (8010-8099)	123,577,430			123,577,430
Remaining Revenues (8100-8799)	24,495,574			24,495,574
TOTAL REVENUES	148,073,004	0	0	148,073,004
EXPENDITURES:				0
1000 Certificated Salaries	74,745,160			74,745,160
2000 Classified Salaries	21,650,351			21,650,351
3000 Employee Benefits	36,245,864			36,245,864
4000 Books and Supplies	4,226,874			4,226,874
5000 Services and Operating Expenses	15,922,968			15,922,968
6000 Capital Outlay	284,966			284,966
7000 Other	2,459,315			2,459,315
TOTAL EXPENDITURES	155,535,498	0	0	155,535,498
OPERATING SURPLUS (DEFICIT)	(7,462,494)	0	0	(7,462,494)
OTHER SOURCES AND TRANSFERS IN	7,014,589			7,014,589
OTHER USES AND TRANSFERS OUT	380,994			380,994
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(828,899)	0	0	(828,899)
BEGINNING BALANCE				0
CURRENT YEAR-ENDING BALANCE	(828,899)			(828,899)
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	180,000			180,000
Restricted (9740)	4,345,884			4,345,884
Committed (9750/9760)	0			0
Assigned (9780)	0			0
Reserve Economic Uncertainties (9789)	4,677,495			4,677,495
Unassigned/Unappropriated (9790)	2,770,146			2,770,146

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

Revised: 07/2011

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 6, 2020

BOARD MEETING DATE: October 14, 2020

PREPARED BY: Cindy Frazee
Associate Superintendent, Human Resources

SUBMITTED BY: Robert A. Haley, Ed.D.
Superintendent

SUBJECT: APPROVAL OF SIDE LETTER WITH SAN DIEGUITO FACULTY ASSOCIATION

EXECUTIVE SUMMARY

This Side Letter was developed to address the impacts and effects of resumed District operations under post-COVID 19 conditions for certificated employees. The parties reached a tentative agreement on October 5, 2020. The District has submitted the AB1200 to the San Diego County Office of Education.

RECOMMENDATION:

It is recommended that the Board approve the Side Letter with the San Dieguito Faculty Association, as shown in the attached supplement.

FUNDING SOURCE:

N/A

Attachment: SDFA Side Letter – Regarding COVID-19 Virus and Opening Schools for 2020-21 School Year
AB 1200, Disclosure of Bargaining Agreement

**PROPOSED SIDE LETTER OF AGREEMENT
BETWEEN THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT AND THE
SAN DIEGUITO FACULTY ASSOCIATION
REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS
FOR THE 2020-21 SCHOOL YEAR**

October 5, 2020

The San Dieguito Union High School District (“District”) and the San Dieguito Faculty Association (“Association”), jointly referred to as the “Parties,” enter into this Side Letter (“Side Letter”) regarding the issues related to COVID-19 and the opening of schools for the 2020-2021 school year.

As of the date of this Side Letter or Memorandum of Understanding (MOU), henceforth referred to as a Side Letter, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this Side Letter shall supersede any provisions of the Collective Bargaining Agreement (“CBA”) between the Parties that are in conflict for the duration of this Side Letter, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with this document. Further, 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 Parties agree to the following:

I. ADHERENCE TO HEALTH AND SAFETY GUIDANCE

The District shall comply with the County of San Diego Public Health Order, which currently implements guidance issued by the California Department of Public Health (“CDPH”). The District shall provide a safe working environment and shall implement health and safety protocols consistent with the Public Health Order and SDUHSD Reopening Plan. The District will also monitor and consider guidance issued by other local, state, and federal agencies, including the U.S. Centers for Disease Control and Prevention and the California Department of Education regarding COVID-19 prevention measures. The District may update its SDUHSD Reopening Plan to stay current with expert advice regarding the prevention of COVID-19.

II. HEALTH AND SAFETY PROTOCOLS

The following health and safety protocols are in alignment with the County of San Diego Public Health Order, CDPH guidance, and the SDUHSD Reopening Plan. When there is an update to the guidance from the County of San Diego Public Health Order this section will be updated in collaboration with SDFA.

A. Personal Protective Equipment (“PPE”)

The District shall provide PPE, i.e. masks, to all unit members who are required to report to school sites. Unit members shall not be responsible for replenishing their supply of face masks for work.

In-lieu of using District-provided PPE, 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.

Unit members shall not be required to bring their own PPE. No unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

If a unit member arrives at a site to work and there is insufficient PPE, the site will attempt to secure PPE from another location. The unit member will not be required to work with students until the PPE is acquired. If the site is not successful in acquiring sufficient PPE for the day, the unit members without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay.

In the event that a student does not have PPE the District will provide the student with the appropriate PPE, e.g., face mask/face shield.

B. Face Coverings/Mask

The District shall require the use of facial coverings (“masks”) in accordance with the County of San Diego Public Health Order, which currently implements guidance issued by CDPH. The District shall develop and share with staff a plan to address students and others who are not in compliance with the face covering requirements. Failure to wear a face covering, by any individual, may result in a referral to administration to follow up with the student, which may include the need for them to leave campus.

Face coverings shall not be required for students or staff if there is a medical, disability, or behavioral contraindication either noted in the student’s IEP or verified in writing from a medical professional. For unit members and students who cannot wear a mask, face shields shall be worn. Masks and face shields may not be required for students who are exempt, such as students with medical apparatus which prevents or obstructs the use of the apparatus.

Unit members who work with students who are exempt from facial covering requirements will be notified of the exemption prior to the first day an exempt student will be present in the unit member’s classroom and those unit members may be provided additional PPE from the District upon request.

C. Hand Washing Requirements

The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering classrooms or shared workspaces. Staff and students will be encouraged to wash hands during passing periods.

The District shall provide:

1. Every room with a sink shall be stocked with soap and paper towels.

2. Every classroom, non-classroom, and common spaces shall be provided medically effective hand sanitizer.
3. Additional portable hand washing stations have been provided on school sites.
4. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked on a regular basis, including prior to the beginning of each day that staff or students are on campus. In the event a unit member notifies the District that such supplies need to be restocked, the District will do so as soon as possible.

D. Physical Distancing Classroom/Instructional/Academic Learning Spaces

The District will follow the County of San Diego Public Health Order and place teacher desks six feet away from student desks. In accordance with the County of San Diego Public Health Order the District will implement physical distancing between all student workspaces, between all educator and student workspaces, and between all employee workspaces. The District will make every effort to provide six (6) feet of physical distancing in these settings, but the Parties recognize that this may not be feasible or practicable in all student spaces or at all times.

No unit member shall be directed to violate the physical distancing that has been established in the unit member's work environment except to prevent imminent bodily or physical harm from occurring.

The District shall calculate the maximum capacity of all workspaces to provide for physical distancing. The capacity for each classroom space shall be posted prior to the start of in-person learning. Upon request by a unit member, site administration will walk through assigned classrooms with the unit member to review classroom capacity, possible classroom modifications (such as removal of desks or having desks clearly marked to indicate where students shall be seated), and to request additional PPE (such as plexiglass shields). The District will grant any reasonable requests as practicable and based upon available resources.

In a school setting where the minimum physical distancing requirement is insufficient to provide necessary academic instruction as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers. Time spent in close proximity shall be minimized to the extent possible.

The District shall attempt to structure all work assignments to minimize as much as possible the number of total contacts for all people at a school or worksite.

E. Daily Cleaning and Disinfecting

The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

Daily cleaning and disinfecting shall be done by trained custodial personnel or other unit members as agreed. Cleaning products used will be those approved by the Environmental Protection Agency (EPA) referred to on the EPA's "List N."

Unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties.

F. Air Ventilation and Filtrations

Current CDPH guidance provides that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

The District utilizes HVAC filters, Category 2 of MERV Categories. These filters are constructed to eliminate air by-pass filtering 100% of air intake, and are moisture, mold and bacterial resistant.

The District will replace HVAC air filters every three (3) months (manufacturer recommends every 6 months) as practicable and transition to Category 3 filters as soon as practicable.

Individual HEPA Air Purifiers will be deployed where filtering of air and window openings do not exist. In addition, in a classroom where there is not an HVAC system and there is not an opportunity for fresh outdoor air to be introduced, or where it is not practicable to do so, i.e. inclement weather, individual HEPA Air Purifiers will be provided to increase the quality of clean air.

G. Health Screening, Notification, Employee Testing and Contact Tracing

The District shall train all staff, and provide educational materials to parents, on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.

The District shall ensure that all employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school, including temperature checks.

All students will be required to conduct a daily symptom check upon entering campus. Staff will monitor the entrances and encourage as much distancing as possible to maximize the space between students.

Health screening, notification, and quarantine protocols and procedures will be followed as per the SDUHSD Safe Reopening Plan. All staff and students will be trained on these protocols and procedures.

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.

Upon notification that an employee or student has been infected with COVID-19, the District shall notify the County Public Health Department. All persons who may have come in close contact with the infected individual shall be notified. (Close contact is currently defined as being with six feet of an individual for more than 15 minutes). The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

When COVID testing for staff is available, unit members shall comply with being tested at designated testing sites. The required testing will be provided at no cost to the employee. Employees may submit mileage from their school site to a designated testing site.

H. Maintain Healthy Operations

Staff absenteeism protocols will remain in place, will be monitored, and the District will make every concerted effort to attempt to have a roster of trained back-up staff. Staff will help monitor the types of illnesses and symptoms among their students and staff to help isolate them promptly.

Tina Peterson, Director of Human Resources, is the designated staff liaison, working with the District nurses, that is responsible for responding to COVID-19 concerns. She can be reached at X5660 or via email at tina.peterson@sduhsd.net. The liaison will be trained to coordinate documentation and tracking of possible exposures, in order to notify local health officials, staff and families in a prompt and responsible manner.

During a school or classroom closure, unit members who are impacted by such closure and whose responsibilities can be completed from home may work remotely to complete those assignments. Following any such a closure, and once the District is able to reopen the school or classroom as provided by the Public Health Order, unit members must be prepared to physically report to work.

I. Plan for When a Staff Member, Child or Visitor Becomes Sick COVID-19 Exposures and/or School Closures

If a staff member, student, or visitor exhibits COVID-19 symptoms, has close contact with a confirmed COVID-19 infection, or has a confirmed COVID-19 infection, the District will comply with the procedures set forth in CDPH guidance and the SDUHSD Reopening Plan.

In the event a staff member, student, or visitor exhibits COVID-19 symptoms, the site will use an isolation room or area to separate that person. Any students or staff exhibiting symptoms will immediately be required to wear a face covering and will be required to wait in an isolation area until they can be transported home or to a healthcare facility.

The site will contact 9-1-1 without delay for serious illness including persistent pain or pressure in the chest, confusion, or bluish lips or face.

All areas used by any sick person will be closed off and will not be used before cleaning and disinfection. To reduce risk of exposure, the site will wait 24 hours before it's cleaned and disinfected. If it is not possible to wait 24 hours, the site will wait as long as practicable.

If a unit member is sent home and must self-quarantine due to COVID-19, the District may allow the unit member to work remotely, if possible, during the self-quarantine period.

The District shall communicate any/all decisions about closures and re-openings to all unit members at a school site or District-wide, as appropriate. Such communication may be by email or by telephone.

J. Considerations for Partial or Total Closures

California schools were closed for in-person instruction beginning in mid-March 2020 due to the COVID-19 pandemic. The reopening of schools is subject to compliance with the operative San Diego County Public Health Order, which currently implements CDPH guidance.

Currently, schools and school districts may reopen for in-person instruction at any time if they are located in a local health jurisdiction (LHJ) that has not been on the county monitoring list within the

prior 14 days.

Current guidance states that individual school closure may be appropriate when there are multiple cases in multiple cohorts at a school or when at least 5 percent of the total number of teachers/student/staff are cases within a 14-day period, depending on the size and physical layout of the school.

Schools may typically reopen after 14 days and the following have occurred:

- Cleaning and disinfection
- Public health investigation
- Consultation with the local public health department

CDPH guidance currently provides that superintendents should close a school district if 25% or more of schools in a district have closed due to COVID-19 within 14 days, and in consultation with the local public health department. Districts may typically reopen after 14 days, in consultation with the local public health department.

The Communications Coordinator will communicate plans for school closure to include outreach to students, parents, teachers, staff, and the community.

K. Reporting Concerns Regarding Health and Safety

In order to prevent the spread of COVID-19, the District encourages unit members to report in writing, as soon as reasonably possible, any unsafe condition or violation of the District's COVID-19 health and safety protocols to the unit member's site administration. The site administration shall investigate said reported unsafe condition and/or violation and advise the unit member of the outcome and any corrective action(s). In the event the unit member is dissatisfied with the outcome/corrective action, the unit member may then report in writing the condition and/or violation to Gordon Plotzke, District Loss Control Analyst, by email gordan.plotzke@sduhsd.net. Mr. Plotzke will then investigate the matter within a reasonable period of time and report the outcome of such investigation back to the unit member, Associate Superintendent, Business Services, and the Association President.

III. IN PERSON INSTRUCTION AND DISTANCE LEARNING

A. Physically Reporting to Work

Effective October 12, 2020, unit members may be required to physically report to work. The District shall determine, on a case-by-case basis, what unit members will be required to physically report to work.

B. Working Remotely

Until a unit member has been directed to physically report to work, the unit member may continue to work remotely subject to the following:

1. The unit member must have adequate high speed internet connection at his/her residence. If a unit member is unable to meet this requirement they may be required to teach virtually from their classroom.
2. Administrators will have access to the unit members daily online instructional activities.
3. All policies and procedures regarding professional conduct and satisfactory performances shall remain applicable.

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4. If a unit member is unable to fulfill job expectations at a satisfactory level as determined by the District, they will be required to physically report to work.

Working remotely is temporary and the District retains the right to end remote working under the direction of School Board.

C. Distance Learning

The District will provide a distance learning option during the 2020-2021 school year in a manner consistent with the requirements set forth in Education Code section 34503. The District will comply with Article 1.02 Scope of Consultation and Article 2.01 Working Hours (K) Online Learning Programs in the Master Contract.

The District will provide training to unit members to deliver distance learning. As needed and appropriate, the District will work with any unit member who requires additional support and/or training to engage in effective distance learning.

D. Staff Meetings and Gatherings

Work meetings (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences) shall be conducted consistent with the San Diego County Public Health Order, which currently orders they be done virtually, unless not appropriate or effective, in which case such meetings shall be conducted with physical distancing.

IV. LEAVES

- A. Any unit member on an approved leave of absence, prior to and continuing through the public health emergency, will continue as originally approved.
- B. Unit members who are unable to work in-person due to reasons concerning COVID-19 may apply to the District for Families First Coronavirus Response Act and/or other applicable leaves.
- C. The District shall engage in an interactive process in accordance with the Americans with Disabilities Act of 1990, with unit members who provide the District medical documentation of limitation(s) and/or restriction(s).
- D. The District shall not discipline any employee who is unable to perform grading or provide substitute plans or student feedback if the unit member is medically unable to perform these duties as a result of contracting COVID-19.

V. TRANSFERS AND ASSIGNMENTS

In the event District determines the need to maintain some unit members working remotely, the following procedures shall apply to the assignment of the remote work:

The District shall post and notify all unit members of remote assignment vacancies via District email to all unit members. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date

ITEM 3

which is at least five (5) calendar days following the posting date. The unit member's request for a remote assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the remote assignment because either they or someone in their household is at high risk for COVID-19. Such information shall not be utilized or interpreted by the District as a request for a reasonable accommodation.

Consideration for remote assignments shall first 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. This provision shall not be interpreted to require the District to create or offer any remote work assignments.

VI. PAY AND BENEFITS

While working either remotely or physically reporting to work as provided under the terms of this Side Letter, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.

VII. EVALUATIONS

Evaluations will resume for the 2020-2021 school year consistent with the CBA. Evaluations will also be conducted for any unit member who was scheduled to be evaluated during the 2019-20 school year, but was not evaluated due to the COVID-19 school closure.

VIII. ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

Representatives from the Association, including local Association leaders, shall be granted access to District worksites.

IX. CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

The District and Association agree to meet and confer when either party has a concern within a reasonable time during the pandemic to discuss the effectiveness of decisions made and any ongoing concerns. The Parties shall each select representatives chosen by the Superintendent and Association President or their designees to meet virtually in this consultation committee.

Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

X. DURATION

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.

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The terms of this Side Letter shall only apply during the time period of the COVID-19 public health emergency. This Side Letter shall automatically expire on June 30, 2021, or when the public health emergency due to COVID-19 ends, whichever occurs first. The Side Letter is non-precedent setting.

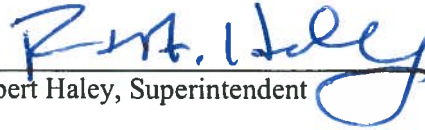
FOR THE ASSOCIATION:



Duncan Brown, SDFFA President

Date: 10/7/2020

FOR THE DISTRICT:



Robert Haley, Superintendent

Date: 10/7/2020

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Dieguito Unin High School District

Name of Bargaining Unit: San Dieguito Faculty Association Certified: XX Classified: _____

The proposed agreement covers the period: Beginning: 9/23/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: _____
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020 - 2021		Year 2 2021 - 2022		Year 3 2022 - 2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$65,888,294.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2. Salary Schedule - Increase (Decrease)	\$65,888,294.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$65,888,294.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$13,257,970.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
5. Health/Welfare Benefits - Increase (Decrease)	\$2,385,697.11	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$81,531,961.11	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
7. Total Number of Represented Employees	600.18	0.00	600.18	0.00	600.18	0.00	600.18
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$135,845.85	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%

Impact on other Funds: No fiscal impact.

- A. **Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

No fiscal impact.

- B. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

No fiscal impact – agreement addresses safety issues related to COVID-19 and includes the following: adherence to health and safety guidance; health and safety protocols; PPE; hand washing requirements; physical distancing; daily cleaning and disinfecting; air ventilation and filtrations; health screening, notification, employee testing and contact tracing; maintaining healthy operations; planning for when a staff member/child/visitor becomes sick and/or school closures; instruction/distance learning; leaves; transfers and assignments; pay and benefits; evaluation; access limitations and association rights; and consultation rights and reserve right to further negotiate.

- C. **What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

No impact.

D. What contingency language is included in the proposed agreement?
Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language.

E. Source of Funding for Proposed Agreement
No fiscal impact.

2. How will the ongoing cost of the proposed agreement be funded in future years?
No fiscal impact.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

No fiscal impact.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$155,916,492
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	12,673.19
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$4,677,494.76

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

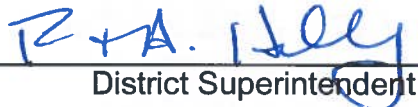
a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$4,677,495.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$2,770,146.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$34,013.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$7,481,654.00

3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent
(Signature)



Date



Chief Business Official
(Signature)



Date

Contact Person: Dawn Campbell Telephone No.: 760-753-6491
Ext. 5561

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: _____
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of June 18, 2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
Adopted Budget				
REVENUES:				
LCFF Sources (8010-8099)	123,577,430			123,577,430
Remaining Revenues (8100-8799)	24,495,574			24,495,574
TOTAL REVENUES	148,073,004	0	0	148,073,004
EXPENDITURES:				0
1000 Certificated Salaries	74,745,160			74,745,160
2000 Classified Salaries	21,650,351			21,650,351
3000 Employee Benefits	36,245,864			36,245,864
4000 Books and Supplies	4,226,874			4,226,874
5000 Services and Operating Expenses	15,922,968			15,922,968
6000 Capital Outlay	284,966			284,966
7000 Other	2,459,315			2,459,315
TOTAL EXPENDITURES	155,535,498	0	0	155,535,498
OPERATING SURPLUS (DEFICIT)	(7,462,494)	0	0	(7,462,494)
OTHER SOURCES AND TRANSFERS IN	7,014,589			7,014,589
OTHER USES AND TRANSFERS OUT	380,994			380,994
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(828,899)	0	0	(828,899)
BEGINNING BALANCE				0
CURRENT YEAR-ENDING BALANCE	(828,899)			(828,899)
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	180,000			180,000
Restricted (9740)	4,345,884			4,345,884
Committed (9750/9760)	0			0
Assigned (9780)	0			0
Reserve Economic Uncertainties (9789)	4,677,495			4,677,495
Unassigned/Unappropriated (9790)	2,770,146			2,770,146

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 12, 2020

BOARD MEETING DATE: October 14, 2020

PREPARED & SUBMITTED BY: Robert A. Haley, Ed.D., Superintendent

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION REGARDING THE REOPENING OF SCHOOLS CONSISTENT WITH THE SAN DIEGO COUNTY PUBLIC HEALTH ORDER FOR THE 2020-21 ACADEMIC YEAR

EXECUTIVE SUMMARY

1. Staff will present to the Board of Trustees an update on the implementation of prior Board action and the continued planning for the 2020-21 academic year, to include expanding options for additional in-person instruction.
2. The Board of Trustees will consider action on the Resolution Regarding the Reopening of Schools Consistent with the San Diego County Public Health Order for the 2020-21 Academic Year

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the resolution regarding the reopening of schools consistent with the San Diego County Public Health Order for the 2020-21 academic year, as shown in the attached supplement.

FUNDING SOURCE:

N/A

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

**RESOLUTION REGARDING THE REOPENING OF SCHOOLS CONSISTENT WITH
THE SAN DIEGO COUNTY PUBLIC HEALTH ORDER
FOR THE 2020-2021 ACADEMIC YEAR**

On motion of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, Education Code Section 43502 provides that local educational agencies shall offer in-person instruction, and may offer distance learning for the 2020-2021 academic year;

WHEREAS, the Governing Board recognizes the importance of providing both in-person and distance learning educational opportunities due to the novel coronavirus (COVID-19) public health emergency;

WHEREAS, on July 30 and September 17, 2020, the Governing Board approved continuing in the Distance Learning Model, while also providing in-person instructional opportunities for District students, prioritizing special education students, English language learners, high-risk students, students with inadequate learning environments, and then all other students;

WHEREAS, the San Diego County Public Health Order currently implements guidance issued by the California Department of Public Health for the safe reopening of schools;

WHEREAS, the Governing Board recognizes that the health and safety of students and staff is the District's highest priority and the Governing Board is committed to ensuring that all of the District's in-person instructional opportunities are consistent with the San Diego County Public Health Order, guidance issued by the California Department of Public Health, and Education Code Section 43500, *et seq.*;

NOW, THEREFORE, BE IT RESOLVED, ORDERED and DECLARED as follows:

- A. In anticipation of implementing additional in-person instructional opportunities for District students, and in order to allow staff members the opportunity to become familiar with the District's health and safety protocols prior to all students returning to school, all staff members who have not already commenced physically reporting to work shall do so beginning October 29, 2020.
- B. Consistent with the California Department of Public Health's Industry Guidance for Schools and School Based Programs, Section 6, "Implementing Distancing Inside and Outside the Classroom," the District will make efforts to minimize teacher and staff movement, as practicable, but students who return for in-person instruction may follow individualized schedules and are not required to remain in stable cohorts. The

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District will also make efforts to provide physical distancing between all classroom workspaces and between all educator and student workspaces, as feasible and practicable. In-classroom instruction shall provide for a minimum of six feet of physical distance between the teacher work station and student desks, and a minimum of one meter of physical distance between student desks.

- C. The District's in-person instructional opportunities shall be consistent with the San Diego County Public Health Order.

PASSED AND ADOPTED by the Governing Board of the San Dieguito Union High School District of San Diego, California, this 14th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Beth Hergesheimer
President, Board of Trustees
San Dieguito Union High School District