

**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 S DFA.

**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](mailto: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](mailto: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.

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

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.

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