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MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN LEANDRO UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 94

RE:
RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT RETURN TO WORK MOU

This Memorandum of Understanding ("MOU") is agreed to between the San Leandro unified School District (hereinafter "DISTRICT") and the California School Employees Association and its Chapter 94 (hereinafter "CSEA") concerning the impacts and effects of resumed District operations during COVID 19 pandemic conditions.

Whereas the DISTRICT and CSEA entered into a MOU on July 13, 2020 to address terms and conditions related to school reopening for the 2020-2021 following school closure due to COVID-19.

Whereas the July 13, 2020 MOU reserved the parties' right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-2021 school year.

Whereas the July 13, 2020 MOU recognized that the parties agreed to meet and negotiate any amendments or additions thereto as soon as practical.

Whereas the parties desire to make additions to, but not replace, the July 13, 2020 MOU.

Whereas 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.

Whereas the parties 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.

Whereas the parties recognize that care should be taken to identify potential exposure and prevent the spread of the disease.

Whereas the 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 hereby agree to made additions to the July 13, 2020 MOU as follows:

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~~The parties agree to the following:~~

1.0 SAFETY

1.1 Physical Distancing

1.1.1 The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited to implementing plans incorporating the following components:

a. Maintaining appropriate changes to the physical layout to maintain physical distancing:
- Directional signage to assist with one way direction and social distancing will be posted
- Provide sufficient points of access to avoid larger gatherings to the extent practicable;
- Barriers for food service at the point of student contact where appropriate; and
- Limits on the number of students in classrooms or other spaces in compliance with CDC/CDPH/ACDPH guidelines

b. Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals, or current CDC/CDPH/ACDPH recommended distance.

c. To the extent possible, and as recommended by the CDC/CDPH/ACDPH, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day (when students return). Minimize movement of students and educators or staff as much as possible.

1.1.2 The District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes:

a. Avoiding staff congregation in work environments, break rooms, staff rooms, and bathrooms.

b. In-person meetings shall be virtual to the extent possible. In the event that a meeting needs to be held in person, social distancing and the use of PPE will be required.

c. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.

d. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students, or current CDC/CDPH/ACDPH recommended distance.

e. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces.

1.2 **Personal Protective Equipment ("PPE")**

1.2.1 The District shall provide sufficient protective equipment to comply with CDPH guidance for staff appropriate for each classification or duty, relevant to Cal/OSHA requirements, including but not limited to as follows:

a. For all classifications: Masks

b. For staff engaged in symptom screening, health office staff, and/or staff working with special education mod/severe paraprofessionals: Masks, face shields, and disposable gloves and gowns.

c. For front office and food service staff: Face coverings and disposable gloves

d. Nothing in this section precludes the employee and their supervisor from engaging in a discussion, up to and including the interactive process, regarding additional PPE.

1.2.2 The District shall implement a plan for ongoing supply of protective equipment.

1.3 **Hand Washing**

The District shall ensure sufficient supplies of hand sanitizers, soap, water, and paper towels.

1.4 **Cleaning & Sanitizing**

1.4.1 The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH/ACDPH guidance.

1.4.2 The District shall establish and maintain routine "deep-cleaning" schedule in accordance with State guidelines and orders. "Deep-cleaning schedule" is defined as a plan for keeping school facilities at high level of cleanliness, particularly sanitizing high-touch surfaces.

1.4.3 The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis and agrees to make updates accessible to employees.

1.5 **Student Screening**

1.5.1 Passive Screening: The District agrees to instruct parents to screen students before leaving for school (check temperature to ensure temperatures below 100.0 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.

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1.5.2 If a student is symptomatic while entering campus or during the school day: Students who develop symptoms of illness while at school will be separated from others right away, preferably isolated in an area through which others do not enter or pass. If more than one student is in an isolation area, the district will ensure physical distancing.

1.5.3 Follow established guidelines for triaging students in the office, recognizing not all symptoms are COVID-19 related. The district will identify the isolation areas for each site where applicable as soon as the isolation rooms are identified and post on the district website and signage at the site.

1.6 **Thermometers**

1.6.1 The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.

1.6.2 If a thermometer requiring a touch method (under the tongue or arm, forehead, etc.) is the only type available, it should only be used when a fever is suspected and caution is taken by temperature screeners such as gloves, eye protection, and mask.

1.6.3 Thermometers must be properly cleaned and disinfected after each use in accordance with CDC/CDPH/ACDPH guidelines.

1.7 The District will comply with the state and/or county mandates regarding classroom, site, and district closures based on positive test results.

2.0 REPORTING UNSAFE CONDITIONS

2.1 In the interest of protecting community and workplace health, any employee may report, in person or in writing, any unsafe condition related to COVID-19 in the working environment to the immediate supervisor. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to the CSEA Chapter President or designee, stating what has been 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.

3.0 OUTSIDE VISITORS AND GROUPS

3.1 The District agrees to develop a plan to minimize access to campus and limit non-essential visitors and volunteers.

4.0 TRAINING

4.1 The District will provide training to staff on proper PPE usage, social distancing protocols, and handwashing procedures within the first five workdays of the employees return to work when we return to in person instruction.

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4.2 Where employee Job Descriptions list certifications that must be kept current, and those certifications have lapsed, employees will be held harmless until conditions are safe to return to in-person conditions which allow for certifications to be completed. The District will pay for these certifications.

5.0 EMPLOYEE SCREENING

5.1 The District agrees to monitor staff and students throughout the day for signs of illness; send home staff and students with a fever of 100.0 degrees or higher, cough or other COVID-19 symptoms.

5.2 If a thermometer requiring a touch-method (under the tongue or arm, forehead, etc.) is the only type available, it should only be used when a fever is suspected.

5.3 Thermometers must be properly cleaned and disinfected after each use.

5.4 The District agrees to engage in "Passive Screening" of staff prior to their shift.

5.4.1 Staff shall self-screen before leaving for work (check temperature to ensure temperatures below 100.0 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.

5.5 Bargaining unit members shall be required to respond to screening questionnaire questions that are based on CDC recognized symptoms, including but not limited to:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

5.6 Temperature checks and questionnaires shall be performed in a confidential manner.

5.7 Screening records shall be kept confidential.

5.8 Safety screenings and any necessary medical examinations are strictly limited to COVID and shall not be used to inquire into other medical conditions.

6.0 TESTING AND TRACING

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6.1 The District shall provide documented plans for testing and contact tracing when any on-site person(s) have tested positive for COVID-19.

6.2 The District shall notify bargaining unit employees who have been exposed to a confirmed case of COVID-19 at work within 24 hours of the district being notified.

6.3 The District shall notify CSEA Chapter President or Designee of bargaining unit member exposure to a confirmed case of COVID-19 within 24 hours of the district being notified.

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

6.5 Temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening. Employees may take their own temperature if there is reasonable suspicion that they are experiencing COVID-19 symptoms.

6.6 Temperature taking duties shall not be required for any bargaining unit employee who is categorized as high risk of contracting COVID-19 as documented by medical verification or has a household member/dependent classified as high risk with medical verification.

7.0 LEAVE

7.1 The District agrees to protect and support staff who are at higher risk for severe illness as documented by medical verification (medical conditions that the CDC/ACDPH says may have increased risks) or who cannot safely distance from household contacts at higher risk by providing options where possible such as telework or negotiated change in classification or duties. The District will provide reasonable accommodation to the extent practicable.

7.2 If reasonable accommodations are not practicable, the District will work with the employee to develop a flexible leave plan that allows the employee to utilize all available leave including: Emergency Paid Sick Leave, Extended FMLA Leave, Sick Leave, Vacation Leave, Catastrophic Leave, Extended Illness Leave, FFCRA, and all other available statutory leaves.

7.2.1 District and CSEA agree that there will be a temporary adjustment of ratio for PN afforded under the collective bargaining agreement in Article 8.7 for the 2020-2021 school year only. The employee shall be allowed to use their annual allotment of sick leave for the year to be used as PN. For example, if the employee receives 12 days of sick leave, then the employee may use 12 days toward PN.

7.4 In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus or wishes to self-quarantine for reasonable cause (i.e. family members who are uniquely vulnerable), the employee may use available leaves without fear of reprisal.

7.5 The District will comply with all provisions of HR 6201, also known as the Federal "Families First Coronavirus Response Act." The parties recognize that such leave as provided by HR 6201 shall be available to all eligible District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

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7.5.1 District employees may use any previously accrued vacation or personal necessity leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

7.6 Other forms of leave: Employees who have exhausted accrued sick leave may use extended sick leave in accordance with the provisions of relevant article of the bargaining agreement.

7.7 No loss of pay during COVID-19 related closures or curtailments: In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees if there is a District closure. If there is a District closure, employees will be expected to perform duties remotely. Employees will not be required to use paid sick leave or any other form of paid time off during such an eventuality, unless the employee is ill or chooses to not work remotely at which time they will need to use available leave.

7.8 The District agrees to return to the bargaining table to discuss and negotiate any~~Any~~ increase of additional leave offered to other Bargaining units or employee groups in the district ~~shall be offered to CSEA as well~~.

8.0 ACCOMMODATION

8.1 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

8.2 The District agrees to initiate the interactive process upon the notification from the employee whose physician designates them as "high risk" or "vulnerable" as related to exposure to COVID-19.

8.3 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, which may include 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.

9.0 RETURN PERSONNEL

9.1 In the event of a COVID related closure, the District agrees to give 5 workdays notice prior to requesting an employee report back to their site unless it is an emergency.

10.0 DUTIES

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10.1 The District and CSEA acknowledge that California Education Code §45101(a) and §88001(a) 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. The provisions of Article 4.11 of the Collective Bargaining Agreement, Employees Working Out of Classification, will apply.

10.2 Employees may provide feedback to their supervisor regarding workload concerns at any time. Employees and Supervisors shall work collaboratively to resolve workload concerns. If the concerns are not resolved, the employee may appeal to the Director of Personnel Services.

11.0 GRIEVANCE

11.1 Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the Grievance provisions of Article 10 of the CSEA/SLUSD Collective Bargaining Agreement.

12.0 DURATION

12.1 This MOU shall expire in full on June 30, 2021 unless extended by mutual written agreement of the parties.

Date: December 4, 2020

FOR CSEA, CHAPTER 94:

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Veronica Sanchez, President

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