

**MEMORANDUM OF UNDERSTANDING**  
**Between**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS EAST FOOTHILLS  
CHAPTER 187  
AND  
EAST SIDE UNION HIGH SCHOOL DISTRICT REGARDING RETURN IMPACTS  
AND EFFECTS ON THE CSEA BARGAINING UNIT**

AUGUST 6, 2020

This Memorandum of Understanding (MOU) is agreed between East Side Union High School District (District) and the California School Employees Association and its Chapter 187 East Foothills (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 COVID-19. 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:

**Safety**

The District agrees to:

1. Train CSEA unit members on protocols for physical distancing for both indoor and outdoor spaces prior to August 14, 2020.
2. Implement guidelines and training for students and staff regarding handwashing and other hygiene measures.
3. The District will comply with County and State health orders and guidelines.
4. Distance unit member's desks at least six feet away from students, and/or co-workers.
5. Ensure at least six feet of distance between the bus driver and passengers when seated and wear face coverings per state and local health guidelines and orders.
6. Comply at all times with local social distancing protocol requirements at all worksites including cafeterias, food service areas, libraries, hallways, and staff break rooms.

7. Install appropriate physical barriers, such as sneeze guards and partitions, at point of service (POS) and other areas where maintaining physical distance of six feet is difficult.
8. Provide sufficient protective equipment to comply with federal, state, and local public health requirements for CSEA members providing in-person or on-site services, for all students, and for all other on-site staff.
9. Require all CSEA members to wear a face covering at all times when on a District site, except when eating or drinking. A face covering must cover the nose and mouth and be secured to the person's head with ties or straps or wrapped around the lower face. A face covering need not be medical grade. The District will provide a minimum of two face coverings for every unit member before they are asked to work at a District site. For unit members who are unable to wear face coverings due to medical reasons, the District will provide face shields.
10. Provide adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trashcans, face coverings and hand sanitizers (with at least 60 percent ethyl alcohol) for unit members who can safely use hand sanitizer.
11. Clean and disinfect, at least daily, frequently touched hard surfaces (e.g., tables, desks, chairs, door handles, light switches, phones, copy/fax machines, bathroom surfaces, drinking fountains and shared objects (art supplies, books)) pursuant to guidance from the Centers for Disease Control and Prevention (CDC). CSEA members performing these cleaning tasks will be provided with all personal protective equipment required under local, state, and federal laws.
12. Follow all required State and County Orders relating to COVID-19 and the re-opening of the District's schools including guidelines and safety protocols as outlined in the Santa Clara County Public Health Department, Reopening of Santa Clara County K-12 Schools document dated June 30, 2020, including any amendments or revisions thereto.

### **Reporting Unsafe Conditions**

In the interest of protecting community and workplace health, any unit member may report, in writing, any unsafe condition in the working environment to the immediate supervisor. Unit members may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, 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.

## Screening

The District agrees to engage in the following “Active Screening”:

- Employees will be asked to take their own temperature at home before entering the workplace. The District will screen all students and employees, entering a site or school bus for illness, which will include visual wellness checks, a review of signs and symptoms of COVID-19 within the last 24 hours (including questions as to whether anyone in their household has COVID-19 symptoms or a positive test). This screening may include a no-touch temperature check. Any student or employee with a temperature of 100.0 degrees or higher, or signs or symptoms of COVID-19 shall be directed to leave the campus/site. The District will follow local and state health guidelines and orders for the screening of the public on sites.
- Bargaining unit members shall not be required to respond to screening questions that are not based on CDC, State or County recognized symptoms for COVID-19. As of the date of this MOU, the CDC has identified the following as symptoms of COVID-19:
  - 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
- Temperature checks and questionnaires shall be performed in a confidential manner.
- Screening records shall be kept confidential outside of reporting and personnel management obligations and destroyed when no longer needed.
- Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and shall not be used to inquire into other medical conditions.
- The parties agree that screening shall be considered a part of the standard work day. No employee shall be required to be screened prior to their designated start time.

## **COVID-19 Testing and Results**

- All District employees must notify their direct supervisor or a supervisor in Human Resources immediately if they develop one or more COVID-19 symptoms or if one of their household members or non-household close contacts test positive for COVID-19.
- Students and employees who develop one or more COVID-19 symptoms, or whose household member or non-household close contacts test positive for COVID-19, must get tested as soon as possible after they develop one or more COVID-19 symptoms.
  - Employees who develop one or more COVID-19 symptoms or whose household member or non-household close contact tests positive for COVID-19 shall not return to work unless and until they provide documentation of negative test results.
  - If the employee receives a positive test result then the employee must notify their direct supervisor or a supervisor in Human Resources immediately.

## **Response to Suspected or Confirmed Cases and Close Contacts**

- CSEA acknowledges, and the District agrees, that the District will comply with all State and local public health orders pertaining to the notification of students and employees of any positive COVID-19 case, while maintaining confidentiality as required by state and federal laws.
- The District will close off work areas used by any sick person exhibiting COVID-19 symptoms and will block use of the area until the area is cleaned and disinfected.
- In the event of a confirmed COVID-19 infection in a student or a CSEA member providing in-person services, the member will cooperate with the District, to the extent possible, in identifying close contacts to the confirmed COVID-19 case at all District sites.
- Any CSEA member who is a close contact to confirmed COVID-19 case(s) (household or non-household) will be sent home immediately, instructed to get COVID-19 testing immediately and also on day 10 after the last day of exposure to the case. The member will remain in quarantine for a full 14 calendar days after: (1) Date of last exposure to COVID-19 positive non-household contact, or (2) date that COVID-19 positive household member completes their isolation.
- CSEA members whom the District sends home from work to quarantine because they have been identified as a close contact to a confirmed COVID-19 case at the District, and who are unable to telework (work from home), shall continue to receive their regular pay for the 14 calendar day quarantine and no sick leave shall be deducted during that 14 calendar day quarantine period.

### **Return to Work After Testing**

- All District employees returning to work at a District site must provide satisfactory documentation of a negative test result to the Human Resources Department before returning to work.
- Symptomatic employees who test negative for COVID-19 can return to their worksite 72 hours after resolution of fever (if any) and improvement in symptoms. In lieu of a negative test result, the employee may return to work with a medical note from a medical doctor that provides an alternative explanation for symptoms and the reason for not ordering COVID-19 testing.
- Symptomatic individuals who test positive for COVID-19 can return 14 calendar days after symptom onset or 7 calendar days after resolution of fever and improvement in other symptoms, whichever is longer.
- Asymptomatic employees who test positive for COVID-19 can return to their work site 14 calendar days after their positive test result.
- If the employee tests negative who is a close contact to a confirmed COVID-19 case, then the employee can return 14 calendar days after (1) date of last exposure to COVID-19 positive non-household contact or (2) COVID-19 positive household member completes their isolation.
- If an employee tests positive who is a close contact to a confirmed COVID-19 case, then the employee can return 14 calendar days after symptom onset or 7 calendar days after resolution of fever and improvement in other symptoms, whichever is longer.
- If an employee is unable to provide a negative test result or is unwilling to return to work, the District will deduct any available sick leaves and other leaves available under state and federal law.

### **Testing and Tracing**

- The District shall follow the Santa Clara County Public Health Department protocol for testing and contact tracing when any on-site person(s) have tested positive for COVID-19.
- The District shall notify bargaining unit employees who have been exposed to COVID-19 at work in a timely manner and in accordance with local and state guidelines and alert employees to those notifications by phone.
- The District shall notify CSEA of bargaining unit member exposure to COVID-19 while maintaining employee and student confidentiality.

- Where potential exposure at the work place has occurred, unit members may access free testing sites available within the District and the District will provide appropriate leave time to obtain testing.
- CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- Employees may be asked, in compliance with State or local health orders or guidelines, to conduct health screenings, including taking temperatures and asking health questions of students, employees or any person entering district facilities. Participating bargaining unit members shall be trained in screening technique prior to screening.

## Leave

- Families First Coronavirus Response Act (FFCRA): Unit members will be afforded all leaves for which they are eligible under the FFCRA, with the applicable statutory pay caps, including: (1) Up to two weeks of emergency paid sick leave and; (2) up to twelve weeks of emergency family and medical leave to care for the employee's minor child whose school or care facility is closed.

The parties recognize that such leave as provided by the FFCRA shall be available to unit members in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such unit members.

The parties acknowledge that unit members may use any qualifying accrued sick leave to fill any gap in pay resulting from the 2/3 formula in emergency paid sick leave under FFCRA.

Unit members may use existing forms of leave to address a childcare provider or school emergency affecting their children.

Members will obtain prior authorization by the Human Resources Department before taking leave under FFCRA on an intermittent basis absent a binding judicial decision to the contrary.

- **Other forms of leave:** Unit members who have exhausted accrued sick leave and are ill or have been advised by their medical provider to self-quarantine and are not able to telework, may use extended sick leave pursuant to Education Code section 45196 upon providing to the District written medical verification of the need for such leave.
- **No loss of pay during COVID-19 related closures:** In the event any District facility must be closed due to COVID-19, CSEA bargaining-unit members assigned to work at the closed facility will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure.

- **Reasonable Accommodations:** The District agrees to work cooperatively to provide reasonable accommodations to bargaining-unit members who are at higher risk for severe illness from COVID-19 (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as telework or negotiated change in classification or duties. If reasonable accommodations are not practicable, the District should work with the employee to develop a flexible leave plan.

### **Teleworking**

- When possible, a rotational schedule for employees in an office/site will be set up to minimize potential exposure to COVID-19.
- The District will approve reasonable requests for equipment needed to perform their assigned duties while teleworking (working from home).
- In the event a CSEA bargaining-unit employee who is teleworking is asked to report to a District work site, the District shall provide no less than 24 hour notice prior to the time they are required to report.
- Unit members shall retain their current work schedule and work year. The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours and/or work year.

### **Workload**

- The District will consider the impact of increased workload related to COVID-19 when determining issues of employee discipline related to performance.
- The District recognizes that its response to the COVID-19 pandemic and the District's designation and implementation of essential services has impacted the preparation and delivery of student meals. On that basis, all Child Nutrition Services unit members who report for duty directly to assist in the preparation and/or public distribution of meals shall continue to receive a daily extra duty stipend in the amount of \$25 (twenty-five dollars). This stipend shall cease when District food services return to regular operations. This provision shall not have binding precedent.

### **Duties**

- The District and CSEA acknowledge that California Education Code §45101(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.

Examples of additional duties that may be required include:

- Paraeducators positions being asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
- Clerk and/or Secretary positions being asked to perform temperature checks on staff or visitors.
- Any CSEA bargaining unit position being asked to help with distribution of lunch and/or other meals for students.

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 all transfer of duties as required by law. This also shall not be considered precedent setting for either party.

**Information and Further Negotiation:** The parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU, as necessary. The parties will meet in good faith to amend and/or modify this MOU as necessary to comply with new or modified orders issued by federal, state, or local officers or agencies that - contradict or impact the terms of this MOU. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety. All modifications to this MOU must be made in writing and signed by both parties.

**Compliance with further governmental orders:** The parties will comply with further local, 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.

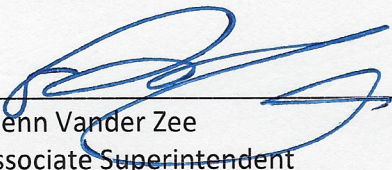
**Duration of Agreement:** This MOU shall remain in effect through June 30, 2021.



**Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to Article 13 — GRIEVANCE PROCEDURE outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

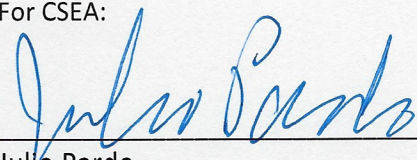
**Non-Precedential:** This MOU is not precedent-setting and has been created to address an emergency situation involving the COVID-19 pandemic.

For ESUHSD:


  
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Glenn Vander Zee  
Associate Superintendent  
Human Resources  
ESUHSD

8.6.2020  
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Date

For CSEA:

  
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Julio Pardo,  
President  
California School Employee Association  
Chapter # 187

8/6/2020  
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Date

  
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Robin James-Utigaard  
Labor Representative

08/09/2020  
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Date