

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS ADELANTO
CHAPTER 451 AND ADELANTO ELEMENTARY SCHOOL DISTRICT REGARDING
RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT**

This memorandum of understanding is agreed between Adelanto Elementary School District and the California School Employees Association and its Adelanto Chapter 451 (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:

Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within five (5) 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.

- The District and CSEA shall follow all federal, state, and local public health guidelines and Public Health Department orders including but not limited to:
 - Maintaining appropriate changes to the physical layout of employee work stations to maintain a minimum of six feet of physical distancing between staff, students and community. This includes:

- One-way hallways and/or directional arrows
- Barriers for food service;
- Bus drivers modify seating arrangements to maintain a minimum of six feet of social distance between students at all times.
- The District shall impose limits on the number of students in classrooms or other indoor spaces to maintain social distancing.

The District has agreed to provide hand sanitizing stations that are portable, when feasible.

- The District agrees to provide necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).
- The District and CSEA agree to maintain physical distancing standards in school facilities and vehicles, including but not limited to implementing plans incorporating the following components:
- 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 recommended distance when feasible.
 - To the extent possible, and as recommended by the CDC, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and educators or staff as much as possible.
 - In a circumstance where sufficient physical distancing is difficult or impossible, such as when students enter or exit a school bus in proximity to the bus driver, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidance. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.
- The District shall implement a plan for ongoing supply of protective equipment.

- ❑ The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.
- ❑ The District shall maintain CDC and CalOSHA approved cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance. Employees are required to store these chemicals out of students' reach at all times, and shall not use these chemicals in a manner that will cause harm to students or employees.
- ❑ The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues.
- ❑ The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
 - ❑ For staff engaged in symptom screening:
 - 2 cloth masks and 2 disposable masks; face shields will be provided as determined by the District for particular employees on a case-by-case basis
 - Disposable gloves for each day staff is engaged in symptom screening.
 - ❑ For front office and food service staff:
 - 1 cloth masks and 3 disposable masks; face shields will be provided as determined by the District for particular employees on a case-by-case basis as needed.
 - Disposable gloves for each day front office and food service staff is required to physically report to work.
 - ❑ For custodial staff:
 - 1 cloth masks and 3 disposable masks; face shields will be provided as determined by the District for particular employees on a case-by-case basis as needed.
 - Reusable and disposable gloves for each day custodial staff is required to physically report to work.

Deep cleaning and disinfecting

- Appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and surgical masks or equivalent) in addition to PPE as required by product instructions will be provided for all employees assigned to deep-cleaning, disinfecting and sanitation duties.

- ❑ The District and CSEA agree to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes:
 - Employees are prohibited from meeting and congregating in work stations, hallways,, break rooms, staff rooms, offices, bathrooms and other common areas.
 - District meetings, trainings and professional development sessions shall be conducted in compliance with social distancing requirements or be conducted virtually.
 - If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces.
- ❑ The District shall require face covering for every person on site, including employees, students and visitors, in accordance with State health guidelines and The Department of Public Health orders.
- ❑ Face coverings shall be worn:
 - While waiting to enter the school campus
 - While on school grounds (except when eating or drinking)
 - While leaving school
 - While on a school bus
 - While waiting for school bus
- ❑ The District shall enforce appropriate limitations on access to school sites and other District facilities, including screening of students and employees, limits on non-student, non-employee access, and safe arrangements for student drop-off and pickup.
- ❑ The District shall establish and maintain a “deep-cleaning/sanitizing” schedule in accordance with State guidelines and orders.
- ❑ The District shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, or local health authorities and shall negotiate the effects of implementing those guidelines.
- ❑ The District agrees to temporarily close and deep-clean classrooms and other areas used by persons with confirmed cases of COVID. The District will determine if a more extensive closure plan is necessary.

- ❑ 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 and parents.

- ❑ The District and CSEA agree to:

- Exclude any employee, student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms). The District will determine any special or unique needs for students or employees with disabilities.
- Monitor staff and students throughout the day for signs of illness. The District will determine any special or unique needs for students and employees with disabilities.

❑ **Outside Visitors and Groups**

The District agrees to:

- Limit access to campus for parents and other visitors.
- Evaluate whether and to what extent external community organizations can safely utilize the site and campus resources. Ensure external community organizations that use the facilities also follow the school's health and safety plans and CDPH guidance.
- Review facility use agreements and establish common facility protocols for all users of the facility.
- Establish protocol for accepting deliveries safely.

❑ **Buses**

The District agrees to:

- Ensure that drivers have access to surplus masks to provide to students who board the bus and do not have a mask.
- Instruct students and parents to maintain six-foot distancing at bus stops and while loading and unloading.

❑ **Food Service**

The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use, outside service of lunches).

The District will provide grab and go lunches. No buffet style meals will be served. The District agrees to install physical barriers, such as sneeze guards and partitions at POS and other areas where maintaining physical distance of six feet is difficult.

The District agrees to modify Food Service operations in accordance with CDC and Public Health recommendations for restaurants as feasible.

Link: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/business-employers/bars-restaurants.html>

☐ Food Service (CDE Guidance)

The District and CSEA agree to:

- Teach and reinforce handwashing and use of a cloth face covering by employees when near other employees or students.
- Have adequate supplies for both employees and students including soap, hand sanitizer, and tissues.
- Post signs on how to stop the spread of COVID-19.
- Update standard operating procedures for sanitation of school kitchens, cafeterias, food warehouses, and central production kitchens.
- Train all employees on health and safety protocols, including correct application of disinfectants and maintaining physical distancing.
- Clean and disinfect surfaces frequently touched by students during meal service, including tables, chairs, carts used in transportation, and point-of-service touch pads. Use timers for cleaning reminders.
- Ensure gloves, masks, disposable aprons, and other supplies are readily available.
- Promote fresh healthy menu options that are individually plated meals and pre-portioned and pre-wrapped produce.
- Use disposable trays and wrap cold items in plastic and hot food with foil.
- Consider how workstations can be reorganized for proper physical distancing during meal preparation and meal service.
- Adjust employee shifts to minimize number of staff in the kitchen.
- Remove or suspend use of share tables and self-service buffets for food and condiments.

- Staff will be required to wear masks and gloves while using point of service (POS) touch pads or have hand sanitizer available.
- Ensure cleaning of every table between groups of students or meal service times.
- Offer grab-and-go student meals for consumption at home, including drive through, delivery, or curbside pick-up options.
- Assess whether there are students who are unable to access school meal distribution sites and identify ways to address these gaps.
- Consider whether it is feasible to continue to use buses to distribute meals to students.
- Notify parents and the school community about school meal service and options.
- Use a variety of communication methods such as social media, newsletters, and school websites.

☐ Training on Hygiene

The District and CSEA agree to follow the CDE's hygiene training recommendations, which include:

- Development of a District Plan to address hygiene practices to ensure personal health and safety in school facilities and vehicles.
- In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, develop a plan for handwashing that includes:
 - Sufficient access to handwashing and sanitizer stations. Consider handwashing/sanitation stations throughout a site and near classrooms to minimize movement and congregations in bathrooms to the extent possible.
 - Ensuring fragrance-free hand sanitizer (with a minimum of 60 percent alcohol and not containing methanol) is available and supervised at or near all workstations and on buses. Children under age nine must be supervised by an employee when using hand sanitizer. Call Poison Control if consumed: 1-800-222-1222. Note: frequent handwashing is more effective than the use of hand sanitizers.
 - Train staff and students on proper handwashing techniques and PPE/EPG use, including the following:

- Scrub with soap for at least 20 seconds or use hand sanitizer if soap and water are not accessible. Staff and students should use paper towels (or single use cloth towels) to dry hands thoroughly.
- Wash hands when: arriving and leaving home; arriving at and leaving school; after playing outside; after having close contact with others; after using shared surfaces or tools; before and after using restroom; after blowing nose, coughing, and sneezing; and before and after eating and preparing foods.
- CDC guidance on proper PPE use.

Training and information should be provided to staff and students on proper use, removal, and washing of cloth face coverings [using information on CDC website].

Screening of Bargaining Unit Staff

- ❑ The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC guidelines:
- ❑ The District agrees to monitor staff and students throughout the day for signs of illness; send home staff and students with a fever of 100.4 degrees or higher, cough or other COVID-19 symptoms.

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.

Thermometers must be properly cleaned and disinfected after each use.

The District requires all employees to undergo "Passive Screening" prior to reporting to work:

- Staff are required to self-screen before leaving for work, which includes checking their temperature to ensure temperatures below 100.4 degrees Fahrenheit, and checking for other COVID related symptoms outlined by public health officials, and shall stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.

The District agrees to engage in the following "Active Screening" of staff:

- Daily symptom screening as staff enter worksites, consistent with public health guidance, which includes visual wellness checks and temperature checks with no-touch thermometers (check temperature to ensure temperatures below 100.4 degrees Fahrenheit), and ask all staff about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.

- ❑ Bargaining unit members shall not be required to respond to screening questionnaire questions that seek information about medical conditions unrelated to COVID. The District may require health screening and questionnaires asking about the following COVID related symptoms::
 - 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
 - Or any other COVID related symptom recognized by the CDC or CDPH.

- Temperature checks and questionnaires shall be performed in confidential manner.
- Screening records shall be kept confidential.
- Safety screenings and any necessary medical examinations are strictly limited to COVID and shall not be used to inquire into other medical conditions.
- The parties agree that screening shall be considered a part of the standard workday. No employee shall be required to be screened by the District prior to their designated start time. Employees may be required to complete a health survey or questionnaire at home prior to reporting to work, but may choose to complete this survey or questionnaire at the start of their work hours, but prior to entering a District campus or facility.

Testing and Tracing

- The District shall provide documented plans for testing and contact tracing in situations when a District employee, student or campus visitor tests positive for COVID-19.
- The District shall notify bargaining unit employees who have been exposed to COVID-19 at work. The District shall maintain employee and student's medical privacy rights.
- If COVID testing is required by the District due to a possible COVID exposure while working, the District shall provide COVID testing at no expense to bargaining unit employees where potential exposure has occurred.
- CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- Bargaining unit members shall be trained in screening technique prior to screening.
- Workers' Compensation**

Employees shall be granted leave in accordance with the FFCRA, FMLA/CFRA, Education Code, and CSEA Agreement as applicable depending on individual employee's qualifying reasons for leave. .

❑ **COVID-Related Leave**

In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, the employee may use available leaves without fear of reprisal.

The District agrees to support staff who are at higher risk for severe illness (due to medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by engaging these employees in the interactive process to determine whether reasonable accommodations can be provided, which may include teleworking, or negotiated changes in the employee's classification or duties. If reasonable accommodations cannot be provided, the employee will be permitted to utilize leave in accordance with the FFCRA, FMLA/CFRA, Education Code and the CSEA Agreement, as applicable depending on individual employee's qualifying reasons for leave.

HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides qualifying employees with 80 hours/10 days of paid leave for coronavirus-related absences, and extends leave under the Family Medical Leave Act (FMLA) leave for certain specified reasons. Specifically, HR 6201 provides as follows, effective 4/2/20 through December 31, 2020:

- a. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - a) The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - b) The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - c) The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- b. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
 - a) The employee is caring for an individual subject to an order or advised to self-isolate;

- b) The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
- c) The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to all qualifying District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.

The parties acknowledge that these changes apply to District employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

Any employee who reports to work but is sent home due to coronavirus screening shall receive one day's reporting pay for that day, prior to any leave being drawn from that employee's leave banks.

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

- 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 even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

Accommodation

- The District agrees to engage employees with verified health conditions in the interactive process to determine, on a case-by-case basis, whether reasonable accommodations may be provided to employees with health conditions that heighten the risk of severe outcomes with COVID-19.

Accommodation for Dependent Care:

- Qualified employees shall be provided FFCRA leave under the following circumstances:
 - Employee is caring for an individual subject to an order or who is advised to self-isolate; or
 - Employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
 - Employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury

Return Personnel

- District agrees to give 24-hour notice prior to requesting an employee report back to their site.

Workload and Staffing Ratios

Duties

- The District shall maintain specific plans to follow CDC, CDE, Department of Public Health and other governmental orders and guidelines with current staffing levels or added positions.

- ❑ 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.

Examples such as:

- Bargaining Unit positions being asked to help wipe down and disinfect items within the campus on a regular basis in order to maintain cleanliness standards.
- Bus drivers, Office Staff, Clerks, and/or Secretary's, Campus Safety, Aides, Registrars and other positions being asked to perform confidential temperature checks on students, 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 the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

- ❑ The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:
 - Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations.
 - For staff who use hazardous chemicals for cleaning, specialized training is required.
 - Physical distancing of staff and students.
 - Symptom screening, including temperature checks.
 - Updates to the Injury and Illness Prevention Plan (IIPP).
 - State and local health standards/recommendations.

Information and Further Negotiation: The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. 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.

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.

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

Grievance Procedure:


Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of Article 14 of the CBA, except as follows:

- The definition of a grievant: Only CSEA can be the grievant, not an employee.
- The definition of a grievance: A "grievance" does not require CSEA to be "adversely affected" for a grievance to be filed regarding an alleged violation, misapplication or misinterpretation of a provision of this agreement.
- After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to the final step of the grievance process.
- CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this agreement is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District.
- Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the District.

- The Arbitrators decision on any grievance filed on an alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be final and binding upon CSEA and the District.

The parties specifically acknowledge and agree this agreement shall not constitute or be construed to be any other modification of the Adelanto Elementary School District /CSEA Chapter 451 Collective Bargaining Agreement or establish a past practice. This agreement is subject to Policy 610 approval and District Governing Board approval.

Dated: _____

By: 
Andrea D. Credille, For District

Dated: _____

By: 
Grace Rhoades, For CSEA

Dated: 7-28-2020

By: 
Dawn Stoecker Labor Relations Representative