

**MEMORANDUM OF UNDERSTANDING BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
STOCKTON CHAPTER 318
CORONAVIRUS RESPONSE
April 12, 2021**

This Memorandum of Understanding (“MOU”) is agreed between Stockton Unified School District (“District”) and the California School Employees Association and its Stockton Chapter 318 (“CSEA”) concerning the District’s ongoing response to the coronavirus (COVID-19) pandemic. The District and CSEA are referred to in this MOU as a “Party” and collectively as the “Parties.”

The Parties recognize the importance of maintaining safe facilities and operations for the benefit of the students, the communities served by the District, and its teachers and staff.

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

To these ends, the Parties agree as follows:

Reporting Unsafe Conditions or Work Issues Related to COVID-19

The District will comply with the safety requirements required by state and federal laws, and shall adhere to applicable COVID-19 guidelines issued by the Centers for Disease Control (“CDC”), the California Department of Public Health (“CDPH”), the California Department of Education (“CDE”), the California Department of Industrial Relations, Division of Occupational Safety and Health (“Cal/OSHA”), the San Joaquin County Public Health Department (“SJCPHD”), and the San Joaquin County Office of Education, including the document titled *COVID-19 Industry Guidance: Schools and School Based Programs*

1. In the interest of protecting community and workplace health, any employees shall have the right, without retaliation, to bring to the District’s attention any working condition which they believe unreasonably presents a risk to health or safety by notifying their supervisor and or designee in writing of such condition and the basis therefore. The supervisor shall, within two 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 MOU.
2. The District, pursuant Labor Code Section 6409.6, and COVID-19 Infection Prevention Requirements (AB685), will provide CSEA with notice should it learn of a confirmed or



likely COVID-19 infection of an employee or student and at which campus or work site the infection was found or suspected. The Parties understand this notification is subject to guidance by public health officials, as well as confidentiality rights. The District shall identify individuals who have been in close contact (within six feet for 15 minutes or more, cumulative in a 24-hour period) of an infected person, or a person who is suspected to be infected, and take steps to isolate the infected person and close contacts.

At-Risk Employees

3. Employees belonging to populations deemed by the State under current and SJCPHD and CDC guidelines as uniquely vulnerable to the effects of COVID-19 shall be allowed to self-quarantine by accessing SB95 Supplemental Paid Sick Leave, and as necessary, to engage in an interactive dialogue with Risk Management to access the availability of reasonable accommodations based on documented medical needs. Similarly, those employees with medical proof of susceptibility to COVID-19, or those employees who have medically vulnerable individuals in their household under current CDC or SJCPHD guidelines, shall be allowed to self-quarantine and access SB95 Supplemental Paid leave, as well as leaves set forth in the Parties' collective bargaining agreement ("CBA") in order for the employee to remain in paid status when possible. Vulnerability to COVID-19 shall be determined by the employee's physician in accordance with SJCPHD and CDC guidelines and may be subject to verification by Risk Management. Prior to exhaustion of all available leaves, the District shall meet with the affected employee and, where practicable, offer light duty assignments to allow employees to work from a safe work location or at home at the expiration of their leaves, retaining all rights and benefits under the CBA.
 - A. The term of this MOU will extend from January 1, 2021, until June 30, 2021. Should a new law be enacted that has a direct impact on this MOU, either Party may demand bargaining over its effects and over the orderly termination or modification of this MOU. SB95 leave usage is available through September 30, 2021.
 - B. The District will provide up to 80 hours (equivalent of 10 days) of Emergency COVID-19 related paid sick leave, per SB95, from January 1, 2021 through September 30, 2021, for full-time employees as provided by SB95 for any of the following reasons:
 - a. 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:
 - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19; or
 - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis; or
 - The employee is caring for an individual subject to an order or advised to self-isolate; or



- The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
 - the employee is attending a vaccine appointment or cannot work due to vaccine-related symptoms.
- C. Usage of the Emergency Paid Sick Leave under this section may be used intermittently.
- D. Any employee reporting to work who is sent home due to COVID-19 screening shall not be deducted any leaves or pay for the day reported.
- E. In lieu of sheltering in place, a vulnerable employee may, at the discretion of his/her physician, be returned to work. In this event, the employee will work with Risk Management to see about the possibility for reassigning duties, when possible and appropriate, that lends to these staff being able to work remotely, or in some other way that meets their need for accommodations, if possible.
- F. In the event that the District sends an employee home due to a confirmed workplace exposure to COVID-19, the employee will remain on paid status with no impact the employee's accrued leaves until such time as the District deems it necessary and is safe for the employee to return to work or reassigns them to a safe location to work.
- G. The leave provided in Paragraph 2 above shall be available to all employees, regardless of whether the employee utilized HR 6201(FFCRA) leave prior to January 1, 2021.
4. The District shall comply with AB685 and SB1159 and all other relevant Workers' Compensation law.

The District also will provide employees the option and information about San Joaquin County programs which have committed to offer childcare services to essential employees.

The District is offering Day Camp programs for employees needing childcare services at no cost to employees on a first come first serve basis.

Testing and Tracing

The District shall continue to follow safety plans in accordance to CDPH, Cal/OSHA, and local CDPH directives for testing and contact tracing for when any on-site person has tested positive for COVID-19.

The District will provide available COVID-19 testing at no expense to bargaining unit employees where potential District exposure has occurred until a negative test has been administered and the employee is cleared to return to work. This testing shall be offered at a qualified testing facility.



CSEA and its bargaining unit members agree to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

The District has developed and will follow school safety plans to address when a staff member, child, or visitor becomes sick, per Cal/OSHA regulations and CDPH school guidelines.

During in-person instruction, the District will adhere to state and local guidelines related to testing and vaccinations. Testing shall be provided at no cost to employees and will be voluntary for those employees who choose to participate.

School Closure

5. In the event that any District facility must be closed, or any District operations are curtailed due to COVID-19, bargaining unit employees who perform work as assigned 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 may direct bargaining unit members to perform work remotely or at an assigned work location during their regular work hours to ensure that essential District services continue. If employees are required to work remotely, the District will ensure that they have access to appropriate and necessary resources to effectively complete their duties. The District may also assign employees with emergency duties as disaster service workers, pursuant to Government Code Sections 3100 through 3109. Those employees who remain unassigned by the District during any closure or curtailment shall not suffer any loss of pay or benefit for the duration.
6. Should the District close any schools to address COVID-19, the District shall comply with requirements of the Governor's Executive Order N-26-20 and/or any subsequent executive order regarding school closures. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to the pandemic.
7. Additionally, the District will follow the Governor's guidance which lays out specific criteria for when a classroom, cohort, school site, or entire school district is forced to shut down due to confirmed COVID-19 cases, which would be automatically followed by a 10-day quarantine for everyone.

Current Criteria:

- a. A classroom cohort / office is closed when there is confirmation that there is one confirmed COVID-19 case.
- b. An entire school site / department is closed when there is confirmation that multiple classroom cohorts / offices has more than a 5% COVID-19 positivity rate, which would be followed by quarantining for all students and staff until such time the District determines that it is safe for students and staff to return.



c. The entire District is forced to shut down if 25% of the schools experience a positivity rate for students and staff followed by the guidance given by the local Health Department officials.

This section will be subject to any changes made by executive order or law.

8. The District will share with CSEA all new information that it receives from local health authorities about the COVID-19 pandemic. The District will inform CSEA, in writing, prior to any changes in operations that have an impact on working conditions, and will negotiate effects on terms and conditions of employment, including occupational health and safety.
9. The District recognizes that new policies and procedures may necessarily reduce the amount of available time for employees to complete their regular duties. Performance evaluations during COVID-19 conditions shall carry a prominent notation that the evaluation must be viewed in light of the fact working conditions were significantly affected by the pandemic.

Safety During In-Person Instruction:

The provisions in this section are applicable only if the District is conducting some form of in-person instruction at school sites, including full return, a hybrid model, or any variation of instructional models in which some but not all students receive in-person instruction. If in-person instruction occurs at some but not all school sites within the District, these provisions will apply only at the sites where in-person instruction is occurring.

A. Infectious Disease Prevention

- a. The District will require all students and visitors to school sites to wear masks or face shields per Cal/OSHA regulation and CDPH school guidance.
- b. The District will follow CDPH school directives with respect to requiring masks or face shields at all times.
- c. The District will instruct all students about proper handwashing techniques, mask wearing, social distancing, and other best practices for prevention of the spread of coronavirus.
- d. The District will ensure that there are adequate hand-washing stations (whether in restrooms or otherwise) for all students, and that these stations are stocked with soap and hygienic (single-use) towels. When requested by staff, paper towels will be provided in the restroom.
- e. The District will adhere to all CDPH directives regarding the following measures to mitigate exposure to COVID-19 and will notify CSEA of its decisions (and upon request, negotiate any effects on employees):
 - i. One-way hallways;
 - ii. Limits on number of students in classrooms or other spaces;



- iii. Scheduling changes, to reduce the number of students on campus at any given time;
 - 1. To the extent possible, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day;
- iv. Minimize movement of students and educators or staff as much as possible.

B. Protective Equipment

- a. The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). CSEA will cooperate with the District and the SJCPHD in any necessary public health actions, such as contact tracing (as identified by health services) of infected individuals. The District reserves the right to provide training in additional areas as needed to ensure compliance with SJCPHD and CDPH guidelines. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).

If the District fails to provide adequate PPE, all affected employees shall not be required to work in person until such time that the District can provide adequate PPE. These employees shall suffer no loss of pay or leaves in such an occurrence.

- b. The following PPE shall be made available to all bargaining unit members:
 - i. Face masks
 - ii. Face shields
 - iii. Gloves
 - iv. Gowns (for toileting)
 - v. Hand sanitizer
 - vi. Foot/shoe coverings

10. Workload and Staffing Ratios:

The Parties agree to meet on an as need basis to address issues involving anticipated increased workload concerns to accommodate Cal/OSHA regulations and CDPH guidelines and recommendations (e.g., installation of barriers or partitions, added cleaning schedule, added bus routes, increased extended care enrollment).

11. Distance Learning and Working from Home:

- a. CSEA bargaining unit members 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 the emergency adoption of distance education.
- b. On days where students are not on campus, employees can be given the option to telecommute (work from home) on Distance Learning Day (Wednesday) in coordination with their site administrator or supervisor.
- c. The District will continue providing bargaining unit members with all the equipment needed to perform their assigned duties while telecommuting (working from home) when applicable.
- d. The District will continue providing to bargaining unit members the option to have training at the school site on any technological equipment that is required for distance learning and telecommuting (working from home).
 - i. This training will follow all applicable CDPH guidelines regarding physical distancing and other safety measures.
 - ii. The District will continue to provide the written processes for these trainings to all bargaining unit members who choose to take the training.
- e. While telecommuting (working from home), bargaining unit members are expected to be available during their normal designated working hours unless they have made alternate arrangements with their supervisor or make use of available leaves under the CBA.
- f. Video recording of an employee during any lesson is voluntary. The District will provide a form for those employees who consent to being recorded.

Miscellaneous

12. The Parties recognize that during the COVID-19 pandemic, classified employees' regularly assigned duties may have been curtailed, and thus, they may be required to perform other duties outside of their regularly assigned work during the term of this MOU. The Parties agree to allow the District to assign employees to perform such duties as long as CSEA has been provided notice and agreement has been reached. This provision shall also apply to changes in workload due to the COVID-19 pandemic.
 - a. One such example of additional duties is helping the teacher clean common areas and workspaces between classes and/or changes in groups of students. This shall not infringe on routinely performed custodial duties.

- i. Wiping down desks and plexiglass between groups.
- ii. Doorknobs between classroom changes.
- iii. Sink and commonly used areas.
- iv. Instruction equipment/classroom supplies.

13. The Parties recognize that the COVID-19 pandemic 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 employees and will bargain as needed over the effects of such further directives.

14. This MOU shall remain in effect from July 1, 2020 through June 30, 2021 unless it is extended or modified by mutual written agreement by the Parties. Should changes in law or directives from authorities applicable to the District affect this MOU, the Parties agree to meet and negotiate the effects.

15. Disagreements arising from the enforcement of this MOU shall be referred to the grievance procedure outlined in Article XVIII of the CBA.

The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is not precedent-setting. The Parties agree that, except for subjects already addressed in this MOU and the CBA, the Parties have not waived their rights under the Educational Employment Relations Act.

Dated: _____

Dated: _____

For District:

For CSEA 318:

 04 / 14 / 2021

 04 / 13 / 2021

 04 / 15 / 2021

Matthew Shane Dishman 04 / 13 / 2021
