

MEMORANDUM OF UNDERSTANDING  
BETWEEN STOCKTON UNIFIED SCHOOL DISTRICT  
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS  
DELTA VALLEY CHAPTER 821  
CORONAVIRUS RESPONSE

April 9, 2021

This memorandum is agreed between Stockton Unified School District (“District”), the California School Employees Association, and its Delta Valley Chapter 821 (“CSEA”) in response to the expiration of leaves under the Families First Coronavirus Response Act (FFCRA) on December 31, 2020.

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:

**Reporting Unsafe Conditions or Work Issues Related to COVID-19**

1. 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”), California Department of Public Health (“CDPH”), 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, the San Joaquin County Office of Education. Including the document titled COVID-19 Industry Guidance: Schools and School Based Programs <https://files.covid19.ca.gov/pdf/guidanceschools.pdf>.
2. 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 24 hours 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.

Employees 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,

provided modification sufficiently addresses safety concern(s). Concerns regarding lack of adherence to social distancing protocols by District staff; parents; students or members of the public should be directed to the unit member's immediate supervisor or Human Resources whenever appropriate.

3. The District pursuant Labor Code Section 6409.6 and COVID-19 Infection Prevention Requirements (AB685) will provide CSEA notice should it learn of a confirmed or likely coronavirus infection of a District employee or student and at which campus or work site said infection was found. The parties understand this notification is subject to guidance by health officials, as well as confidentiality rights.
4. 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 San Joaquin County Public Health (SJCPH) 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 SJCPH 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).
5. In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, subject to CDC and SJDPH guidelines and verification by Risk Management the employee will be eligible to access the SB95 Supplemental Paid Sick Leave based on documented medical need. The District shall comply with all relevant Workers' Compensation law and the provisions of Article 15.4 (Industrial Accident and Illness Leave) of the Collective Bargaining Agreement for cases of coronavirus exposure in the workplace. Likewise, employees belonging to populations deemed by the State under current and SJDPH CDC guidelines as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine by accessing FFCRA paid leave under the expanded family medical leave and engage in an interactive dialogue with Risk Management with the goal of reaching reasonable accommodation based on documented medical needs. Similarly, those employees with medical proof of susceptibility to the virus, or those employees who have medically vulnerable individuals in their household under current CDC and SJDPH guidelines, shall be allowed to self-quarantine and access SB95 Supplemental Paid Sick Leave. Employees in collaboration with Risk Management can seek access to additional state and federal leaves available to the employee, as well as leaves set forth in the Collective Bargaining Agreement (CBA) and / or seek accommodations in order for the employee to remain in paid status. Vulnerability to the virus shall be determined by the employee's physician in accordance with SJDPH 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 members



to work from a safe work location or home at the expiration of said leaves, retaining all rights and benefits under the Collective Bargaining Agreement. If an employee exhausts all leaves under this section (SB65), s/he shall retain her/his position equal to current job classification (FTE) for the duration of this agreement.

a. 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 District shall reassign 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.

b. In the event the District sends an employee/s home due to a confirmed workplace exposure to COVID-19, the employee/s 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/s to return to work or reassigns them to a safe location to work.

The employee can also engage in the interactive process with Risk Management to see about accommodations that can allow the employee to perform 100% of their work duties remotely through the interactive process where practicable (while schools are closed or partially closed).

### **School Closure**

6. In the event any District facility must be closed, or any District operations are curtailed due to COVID-19, CSEA 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 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 unit members are required to work remotely, the District will ensure they have access to appropriate and necessary resources to effectively complete their duties. The District may also assign unit members emergency duties as disaster service workers, pursuant to Government Code sections 3100-3109. 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.
  
7. Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Department Executive Order N-26-20. 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 epidemic. Additionally, the District will follow the Governor's guidance, which lays out specific criteria for when a classroom, cohort, school site, or entire district is forced to shut down due to confirmed COVID-19 cases, which would be automatically followed by a 10-day quarantine for everyone. –

Criteria:

1. A classroom cohort / office is closed when there is confirmation that there is one confirmed COVID-19 case.



2. An entire school site / department is closed when there is confirmation that multiple classroom cohorts / offices has more than a 5% virus positivity rate, which would be followed by quarantining for all students and staff until such time the District determines it is safe for students and staff to return.
  3. The entire district is forced to shut down if 25% of the schools experience a 5% positivity rate for students and staff followed by the guidance given by the local Health Department officials.
8. The District will share with CSEA all new information it receives from local health authorities about 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 Parties agree that beginning January 1, 2021, bargaining unit members shall be entitled to up to ten (10) days of Emergency Paid Sick Leave (SB95) for the following reasons:
    - (A) The employee is subject to a quarantine or isolation period related to COVID-19 ordered by a government official;
    - (B) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
    - (C) The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
    - (D) The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.
    - (E) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
    - (F) The employee is caring for a family member subject to quarantine either due to government order or medical advice
    - (G) The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

The parties agree that the 10 days of Emergency Paid Sick Leave, This leave is available per SB95 from January 1, 2021 through September 30, 2021, regardless of leave usage prior to January 1, 2021. Leaves under this section may be used intermittently.

If a member is directed to self-quarantine by the District, after being cleared by a physician or COVID test, the member shall remain in paid status without loss of leaves.

10. The parties agree that any member that has a child or children enrolled in the District's Day Camp will be allowed a reasonable amount of time for dropping off and picking up child or children. (Allowed time is 30 minutes to pick up / drop off with a minimum 24-hour notice to Site administrator/supervisor, except in cases of emergency.)

## Evaluations

Temporarily reassigned duties shall not factor into an employee's performance evaluation. 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.

## Miscellaneous

11. The parties recognize that during the coronavirus pandemic classified employees regularly assigned duties may have been curtailed and thus 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 clause shall also apply to changes in workload due to the pandemic.

The existence of an accommodation, work from home, arrangement, flexible work schedule, or use of leaves shall have no bearing on any evaluation of any employee.

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 bargaining unit employees, and will bargain as needed over the effects of such further directives.

## Vaccinations

12. No bargaining unit member will be required to use their own sick or vacation time to receive the Covid 19 vaccine. Upon return from vaccination, the employee will provide proof of receipt.

Access to all leaves granted under this MOU shall be made regardless of leave usage prior to January 1, 2021.

Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in Article XVIII of the parties' Collective Bargaining Agreement.

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 collective bargaining agreement, the parties have not waived their rights under the Educational Employment Relations Act.

The term of this agreement will extend from January 1, 2021, until September 30, 2021. Should a new law be enacted that has a direct impact on this agreement, either party may demand bargaining over its effects and over the orderly termination or modification of this agreement, but no later than June 30, 2021. Parties can mutually agree to extend this MOU or portions of this MOU and meet to confer over the extension.



Dated: \_\_\_\_\_

Dated: 4/9/21

For District:

For CSEA 821:

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Randy T. SanRatles

Shore 04 / 15 / 2021

Rebecca  
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h/d 04 / 15 / 2021

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