

**MEMORANDUM OF UNDERSTANDING BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
STOCKTON TRANSPORTATION CHAPTER 885
CORONAVIRUS RESPONSE
November 18, 2020**

This memorandum is agreed between Stockton Unified School District (“District”) and the California School Employees Association and its Stockton Transportation Chapter 885 (“CSEA”) concerning the District’s ongoing response to the coronavirus (COVID-19) epidemic.

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

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/guidance-schools.pdf>.

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 (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.

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.



The District will inform CSEA as soon as practicable 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.

The District shall provide the following safety equipment:

- a. Disinfectant spray for each bus;
- b. Disinfectant wipes for each bus;
- c. Non-latex gloves for all employees;
- d. Masks for all employees;
- e. A sign indicating that each bus has been cleaned;
- f. Face shields will be provided upon request;

In addition, the Parties agree that students and employees shall be seated with a minimum of six (6) feet of distance between them while on the bus. Bus capacity shall be modified to accommodate this minimum distance requirement. The use of the time clock shall be suspended to reduce the risk of employee exposure to coronavirus.

2. 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).

At-Risk Employees

3. 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 Families First Coronavirus ACT - FFCRA (HR6201) paid sick leave based on documented medical need. The District shall comply with all relevant Workers' Compensation law and the provisions of Article 17.4 (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 FFCRA Paid leave. Employees in collaboration with Risk

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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 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 (FFCRA), 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.
4. The District shall make reasonable efforts to accommodate requests for paid expanded family leave for employees who have been employed for at least 30 calendar days with verifiable dependent childcare needs in alignment with FFCRA. Employees may also have other available leaves by state and federal laws; including Labor Code section 230.8, and leave rights, set forth in the CBA Leave under FFCRA may be used intermittently as needed. In the event the District cannot provide childcare, the District may allow the employee to utilize available leave to cover 1/3 of the employee's pay that is not covered under FFCRA

Upon ratification of this MOU, any employee that elects to use available leaves to cover the 1/3 portion of the FFCRA dependent/childcare leave can do so in the following order: dependent leave, personal necessity, floating holiday, comp time (any available) and vacation leave (outside the mandatory nine (9) vacation days for less than 12-month employees). Employee must submit their irrevocable request for use of available leaves to Human Resources.

Employees who are currently utilizing FFCRA dependent/childcare leave may submit their request for use of personal leaves by December 1, 2020. Upon receipt of the employee's request, the District will verify and confirm available time for usage. All requests for usage of leave time received by December 1, 2020, shall be processed on the December end of month pay warrant.

All outstanding FFCRA leave docs will be postponed until December end of month payroll to allow employees sufficient time to identify leave usage request.



Any new requests for FFCRA the employee must identify at the time of sign up their desire to utilize their personal leaves to cover the uncovered 1/3 portion.

The District will also provide employees the option and information about Family Resource and Referral Center of San Joaquin program who has committed to offer childcare services to essential employees and will give them priority.

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

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.

IMPORTANT NOTE: FFCRA expires December 31, 2020 and therefore the items covered under this Act will be subject to the imposed changes from the US Department of Labor.

School Closure

5. 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.

6. 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:

- 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% 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.

- c. 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.
7. 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.
8. 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.

Miscellaneous

9. 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.
10. 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.
11. This agreement 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 SUSD, affect the agreed upon responses in this MOU, the Parties agree to meet and negotiate the effects.
12. Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in Article XIX 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.

Dated: _____

Dated: _____

For District:


For CSEA 885:

 11 / 19 / 2020

 11 / 19 / 2020

Brian Biedermann 11 / 19 / 2020

Rosann San Nicolas 11 / 19 / 2020

 11 / 19 / 2020
