

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN MATEO UNION HIGH SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #519
REOPENING**

Background

This memorandum is agreed between San Mateo Union High School District (“District”) and the California School Employees Association and its Chapter #519 (together “CSEA”), referred to as the Parties, concerning the District’s reopening of schools, return to work and response to the Coronavirus (COVID-19) pandemic.

The District and CSEA recognize that the emergency school closure was due to the Governor’s Executive Orders N-26-20 and N-33-20, and directed all residents to follow the State Health Officer’s Shelter-in-Place Orders and that these Orders have been revised to allow the gradual reopening of the state, including schools, provided that San Mateo County is not on the Governor’s COVID-19 watch list.

The District and CSEA recognize the District will begin the 2020-21 school year with a “Distance Learning” instruction model with the possibility of resuming classroom-based instruction later in the year. The Parties further recognize that the District’s future decisions regarding the issue of reopening its schools to students and staff will be made under the guidance of the California Department of Public Health, California Department of Education, the San Mateo County Coalition for Safe Schools and Communities/San Mateo County Office of Education and the Safer Community Order of the San Mateo County Health Officer.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of its students and staff.

The Parties recognize the importance of prudent measures to prevent District employees, students, their families and other people using District facilities from being exposed to or infected with Coronavirus.

The Parties further recognize the importance of continuing to provide high-quality educational opportunities and school meals to children in need.

Agreement

To these ends, the District and CSEA agree as follows, effective July 1, 2020:

1) Health, Safety and Testing

- A. Employee Work Safety. The Parties recognize the importance of “social distancing” and that there are inherent risks to employees who share workspaces. The District will train all bargaining unit employees in and require them to follow all mandated health and safety measures to help prevent the spread of Coronavirus and will ensure that its facilities have the necessary supplies for preventive sanitation measures.

The District requires employees to use appropriate face coverings (cloth or disposable masks and/or plastic face shields), handwashing stations (with soap and running water), disposable towels and hand sanitizer. The District will provide face coverings to

employees if they do not bring their own. Employees who work with Special Education students shall be provided with additional safety materials including plastic face shields, and personal hand sanitizer. The District will provide gloves to employees as deemed necessary by the District or as requested by an employee. If employees are required to work with students, in-person, who are unable or medically excused from wearing masks, those employees will be provided with face shields, smocks/aprons, disposable gloves, and sufficiently protective masks upon an employee's request. The District shall also implement other safety measures in accordance with Department of Health guidance, such as maintaining appropriate physical distances between workspaces and establishing physical barriers at employee work desks who have regular contact with the public, students and/or other employees. If the appropriate protective equipment for an assigned work duty is not available, employees may be assigned alternative appropriate work.

- i. If classrooms are not already equipped with handwashing stations and are not within immediate vicinity of an employee bathroom, then the District shall provide portable handwashing stations to allow employees to meet handwashing frequency guidelines established by the Center for Disease Control and/or the Department of Health.
 - ii. The District shall train the Supervisors of CSEA bargaining unit employees in safety measures pursuant to Department of Health guidelines, District policy and this Section. If employees perceive unsafe working conditions, they shall immediately report the unsafe condition to their immediate Supervisor. If the employee is not satisfied with the Supervisor's response, the employee may make the complaint to a designated management level person in the Human Resources Department, who has received applicable training and will promptly review the complaint and respond to the employee. The email address and a phone number of the designated individual shall be posted at each worksite. Employees shall be entitled to Union representation at any level of the complaint process.
 - iii. The District has provided each unit member with written COVID-19 safety guidelines for their school site prior to the start of school in the 2020-21 year. These safety guidelines include a statement that the District will screen each employee for COVID-19 symptoms upon their return to work daily. The guidelines will be accompanied with basic information about where to get tested in San Mateo County.
 - iv. The District shall ensure that all worksite areas in which bargaining unit employees visit are cleaned, disinfected and stocked (e.g. soap in dispensers) in accordance with guidance from the Department of Health.
- B. Student and Visitor Safety. To ensure employee safety, the District shall require use of face coverings and distancing for all visitors (e.g. parents) and students who enter District facilities, in accordance with Department of Health guidance. These safety measures shall be enforced by District administrators and managers. All students and visitors will be required to wash their hands or use hand sanitizer prior to entering indoor areas of District facilities. The District shall further require that all visitors and students submit to a pre-entry health screening of CDC recognized COVID-19 symptoms.
- C. Employee Health-Safety Screenings. Each employee who enters a District worksite shall receive a health-safety screening or will fill out a health screening questionnaire via app or Jotform monitored by District staff. The screening shall include questions relating to

whether the employee has experienced COVID-19 related symptoms. The District may include temperature check in the screening. Bargaining unit employees shall not be required to respond to screening questions that are not based on CDC recognized symptoms (e.g. fever, chills, cough, difficulty breathing). Health-safety screenings shall be performed in a confidential manner and screening records, to the extent they are kept by the District, shall be kept confidential, unless otherwise, required by law or county health officials. Screenings shall be considered part of the standard workday.

D. Employee Health-Screening Results – Paid Leaves.

The Parties recognize the importance of employees staying home when they have symptoms of COVID-19 in order to protect other employees and the community at large. The Parties also recognize that the 80-hours of Emergency Paid Sick Leave (“EPSL”) provided under the Families First Coronavirus Response Act (“FFCRA”) may not be adequate in all employee circumstances. Leave shall be utilized by an employee if they are experiencing symptoms.

i. Worksite Based Employees.

If a District worksite based employee is not permitted to work due to safety-screening results or is perceived to exhibit COVID-19 symptoms during the employee’s workday, the employee will be placed on Emergency Paid Sick Leave (“EPSL”), pursuant to the FFCRA from the day that the employee is sent home. The Employee shall schedule a COVID-19 test as soon as possible but, no longer than 24 hours upon being placed on this leave. To the extent that the employee is healthy enough to work remotely and remote work is available, the employee may work remotely to alleviate the need for additional EPSL. If the District sends an employee home to get a COVID-19 test or otherwise does not allow an employee to work due to COVID-19 testing or potential COVID-19 exposure, there will be no deductions from the employee’s sick leave.

If an employee contracts COVID-19 at work, as evident through an approved workers’ comp claim and the employee has exhausted their EPSL leave and files a worker’s comp claim that is accepted, the first 3 days of absence will not be deducted from the employees leave banks.

ii. Remote Based Employees.

If a remote based employee displays COVID-19 related symptoms while working remotely, they shall be permitted to take time off during their workday to get tested, with no loss to pay or deduction to personal leaves, provided that the employee notifies their supervisor in advance of their need to take a reasonable amount of time off during their workday to visit a COVID-19 test site. The employee shall be permitted to continue to work remotely pending the results of their COVID-19 test, provided that the employee’s physician has not excused the employee from their remote work duties due to medical reasons. If the employee’s physician has excused the employee from their remote work duties, the employee will be placed on EPSL, pursuant to the above Section.

- iii. If an employee is placed on leave because the District believes that the employee may have contracted COVID-19 from a student, visitor or another employee, while at work at a District worksite, the District shall not deduct that employee's personal leaves for the time the employee was placed on leave by the District provided the employee is responsive to all inquiries from the District. The District may assign remote work, in-lieu of leave, provided that the employee is medically able to work remotely.
- E. Air Ventilation and Filtration. The Parties recognize the importance of minimizing the spread of Coronavirus in closed spaces, especially in those spaces where employees work. As such, the District shall ensure that CDC and DPH recommended HVAC filtration standards are being met and that filters are being replaced at the recommended intervals.

2) Contact Tracing & Infection Reporting

- A. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. The District shall not be required to disclose any information to CSEA which is considered private, such as personal, medical or confidential student information.
- B. The District will inform CSEA bargaining unit employees who have been exposed to a confirmed coronavirus infection case as soon as practicable of District employees or students, and will follow the guidance of the San Mateo County Coalition for Safe Schools and Communities and San Mateo County Health Officer guidance for cases and contact tracing in the school community. The District shall not be required to disclose any information which is considered private, such as personal, medical or confidential student information.

3) Remote Work Assignments, Equipment and Services

A. Remote Work Assignments

If an employee wishes to work remotely, they shall make their request to their immediate Supervisor. Employees may be permitted to work remotely for some or all of their weekly working days, with approval from the employee's supervisor. If multiple employees in the same job classification and/or at the same worksite request remote work assignments and the District cannot accommodate all of the requests, then preference will be given to employees in the following order:

- First priority will be given to employees with underlying health conditions in accordance with Section 5 of this agreement;
- Second priority will be given to employees with childcare or family care related needs in accordance with Section 6 and Section 7 of this agreement;

If multiple employees within the same classification (and/or at the same worksite) have been approved to work remotely, but employees are still needed at a worksite, the Supervisor shall rotate the remote work as equally as possible between the approved employees.

B. Remote Work Equipment and Stipend.

- i. Remote Work Equipment. If an employee is required by the District to work remotely or is working remotely due to District worksite closures, the District will provide the employee with all equipment and services necessary to perform their work.
 1. In lieu of the District providing actual equipment and/or services to employees, the District will provide timely reimbursement to employees for the purchase of necessary equipment or services. Employee purchases require pre-approval from their supervisor and proof of purchase.
 2. Employees will be expected to keep equipment in good operational order and shall promptly return the equipment to the District upon the end of the remote work assignment. If services require cancellation by the employee, the employee will cancel such services promptly at the time directed and upon the end of the remote work assignment.
 3. The District shall provide all remote employees with written information from the District's Workers' Compensation provider's recommendation regarding office ergonomics. The Parties recognize the importance of providing remote employees with safe and ergonomic remote office workspaces. Employees are expected to follow the recommendations as appropriate and reasonable.
 4. Effective July 1, 2020, any employee who is approved by the District to work remotely due to District/School closure or curtailment, due to School Board, Department of Health, legislative, or health agency mandate relating to the COVID-19 pandemic, may be provided a Hotspot or up to a \$25 reimbursement per month for internet service if the District requires internet service in order to perform job expectations. Employees who are approved by the District to use their personal cell phone during the term of this agreement in order to perform job expectations, will be paid a \$25 per month cell phone stipend. Proof of usage may be required unless the employee is currently receiving a cell phone stipend or has been provided with a cell phone by the District.

4) The Families First Coronavirus Response Act ("FFCRA")

The Parties agree that to the extent an employee is taking leave under the Families First Coronavirus Response Act ("FFCRA"), whether it is for Emergency Paid Sick Leave or Emergency Family and Medical Leave, the employee may elect, to stack/top-off the amount of pay they receive under such laws by using their accrued paid sick time (and upon its exhaustion of "Extended Sick Leave"), and/or vacation to receive up to 100% of the employee's normal earnings. *e.g. if an employee receives \$200 per day under the FFCRA and their regular pay is \$300 per day, they can use 1/3 of a day of such accrued time off to receive the additional \$100 and remain fully paid.* Notwithstanding the term of this agreement, this section shall remain in full force and effect through the date that the FFCRA expires (as of the signing of this agreement, that date is December 31, 2020).

5) Employee Coronavirus Related Medical Accommodations and Leaves

- A. The District shall prioritize remote work assignments for employees who provide medical certification of an underlying health condition or that their age grouping may place them at a higher risk of severe illness if they contract Coronavirus.
 - i. CSEA acknowledges that some remote work assignments due to medical accommodations may contain work which may be different than the duties listed in the employee's job description and may be ordinarily performed by job classifications which are at a higher or lower range.
 - ii. During the life of this agreement no employee with medical certification who is performing an alternate remote work assignment, pursuant to this section, shall receive a reduction in pay.
- B. If the District is unable to accommodate an employee with a remote work assignment pursuant to this section, the employee may be eligible to utilize an applicable FFCRA paid leave option.
- C. If an employee's paid FFCRA leave options have been exhausted and the District is unable to assign a remote work assignment, then the employee shall be entitled to use Sick Leave (CBA Article 12.2) and upon its exhaustion, Extended Sick Leave with Partial Pay (CBA Article 12.3), for any qualifying reason identified under FFCRA (see attached). Upon exhaustion of all other statutory and contractual leave entitlements (paid and unpaid) the employee shall be placed on a 39-month reemployment list.

6) Childcare Related Accommodations and Leaves

- A. Accommodations. In accordance with Section 3 of this agreement, the District shall prioritize remote work assignments for employees who have requested to work remotely due to COVID-19 related childcare issues in connection with the closure or curtailment of a child's school. This may include situations where a student must remain home on a specific day (or days) of the week to engage in distance learning.
 - i. CSEA acknowledges that some remote work assignments due to childcare accommodations may contain work which may be different than the duties listed in the employee's job description and may be ordinarily performed by job classifications which are at a higher or lower range.
 - ii. During the life of this agreement no employee who is performing an alternate remote work assignment, pursuant to this section, shall receive a reduction in pay.
- B. Childcare Leaves. Bargaining unit employees may be eligible to utilize up to 12-weeks of paid leave, at 2/3 pay, for the purposes of childcare in accordance with qualifying reason #5 of the FFCRA (see attached).
 - i. The Parties recognize and agree that employees may be permitted to utilize this type of FFCRA leave if a child's school is not necessarily "closed" but is "curtailed" (such situations where an employee must remain home to provide care to a child whose district is remote-learning).

- ii. Pursuant to Section 4 of this agreement, an employee may utilize accrued sick leave (and upon its exhaustion “Extended Sick Leave”) or vacation to provide the employee with 100% of the employee’s regular rate of pay.
- iii. The Parties recognize that the District may request verification of a child’s school closure, curtailment or remote-learning schedule.

Upon the expiration of the 12-weeks of FFCRA childcare leave or for childcare leave which may commence after December 31, 2020, the parties recognize that employees may use accrued sick leave and vacation for childcare related reasons (e.g. closure or curtailment of a child’s school, issues with caregiver provider, etc.).

7) Family Care Related Accommodations and Leaves

- A. Accommodations. In accordance with Section 5 of this agreement, the District shall prioritize remote work assignments for employees who have requested to work remotely due to COVID-19 related care for a family member or other individual. This includes employees who live with an individual who has medical certification of an underlying health condition which places them at higher risk for severe illness if they were to contract COVID-19 and falls under the FFCRA qualifying reasons (see attached).
 - i. CSEA acknowledges that some remote work assignments due to family care accommodations may contain work which may be different than the duties listed in the employee’s job description and may ordinarily be performed by job classifications which are at a higher or lower range.
 - ii. During the life of this agreement no employee who is performing an alternate remote work assignment, pursuant to this section, shall receive a reduction in pay.
- B. Family Care Leaves. Pursuant to FFCRA qualifying reason #4 (see attached), bargaining unit employees may be eligible to utilize up to 80-hours of paid leave at 2/3 pay for the purposes of caring for an individual who is subject to quarantine or has been advised by a healthcare provider to quarantine due to Coronavirus related reasons.
 - i. Pursuant to Section 4 of this agreement, an employee may utilize accrued sick leave (and upon its exhaustion “Extended Sick Leave”) or vacation to provide the employee with 100% of the employee’s regular rate of pay.
 - ii. Upon the expiration of the two-week FFCRA paid leave or for similar leave which may commence after December 31, 2020, the Parties recognize that employees may use sick leave (and upon its expiration “extended sick leave”) and/or vacation for this purpose. This liberal leave usage policy shall also apply to employees who wish to remain home to take care of a family member whose health has been compromised due to Coronavirus related reasons. The District may require medical verification of such a condition and/or medical verification of the need for the employee to remain home to take care of their health-compromised family member.

8) Subsequent District Closures and Curtailments

If schools and worksites are partially or completely reopened to students and staff, then closed or curtailed again, due to a resurgence of the Coronavirus, all active bargaining unit employees who are in a paid status at the time of the closure shall remain in District paid status with no loss to pay or accrued leaves. CSEA and the District shall meet and negotiate effects of any subsequent closure or curtailment by request of either party.

The District will comply with all applicable governmental orders and mandatory guidance.

The District shall follow the applicable California Department of Education (CDE) guidebook for the safe reopening of schools.

9) Enforcement

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 5 in the Collective Bargaining Agreement, except as follows:

- A. "Grievant" shall only be the Labor Relations Representative and/or the Chapter 519 President, on behalf of CSEA.
- B. "Grievance" shall not require the individual or group of employees to be adversely affected.
- C. The grievance process shall begin at Formal Level III of the CBA.

10) Term of Agreement

- A. This Agreement shall terminate on June 30, 2021 or when a COVID-19 vaccine is available to the District's staff and students, whichever comes first. Either Party shall have the right to reopen negotiations on the Agreement at any time. Should any changes be made to the State Health Order or the San Mateo County Health Orders before this date, the Parties will meet and negotiate upon request of either party.
- B. The Parties will meet and negotiate if any County, State or Federal legislation is newly enacted, amended or extended which pertains to employee leave rights during the Coronavirus pandemic (e.g. amendment or extension of the existing FFCRA or entirely new legislation). If the FFCRA is not extended beyond December 31, 2020, the parties shall reopen this Agreement.

Dated: _____

By: _____
Kirk Black, Deputy Superintendent, District

Dated: _____

By: _____
Carrie Velez, President, CSEA Chapter 519

Dated: _____

By: _____
Mark Westerberg, CSEA LRR

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
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► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd



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