

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN MATEO-FOSTER CITY SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #411**

RETURN TO WORK

December 9, 2020

This memorandum is agreed between San Mateo-Foster City School District (“District”) and the California School Employees Association and its Chapter #411 (together “CSEA”), referred to as the Parties, concerning the impacts and effects of resuming District operations for the 2020-2021 school year and unit members’ return to work during the ongoing 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 were revised to allow the gradual reopening of the state, including schools,

Notwithstanding these revised orders, the California Department of Public Health (“CDPH”) issued updated guidance for schools on July 17, 2020 to address the surge in COVID-19 cases in California. The updated guidance uses existing epidemiological metrics to determine if school districts can start in-person instruction and requires school districts to provide distance learning only for any County that does meet the state’s benchmarks is put on a County Monitoring List. San Mateo County was placed on the monitoring list on August 3, 2020. Consequently, the Parties understand the District will open the 2020-2021 school year on August 17, 2020 in the distance learning model, and will begin to reopen schools with a hybrid model of in-school classes with distance/remote learning support at such time as the CDPH determined it has met the state benchmarks. The Parties further recognize that the District’s future decisions regarding the issue of reopening its schools to students and staff will be made with the guidance of the CDPH updated School Guidance (July 17, 2020), California Department of Education (June 8, 2020), the San Mateo County Coalition for Safe Schools and Communities/San Mateo County Office of Education (June 10, 2020, and as updated July 31, 2020), and the Safer Community Order of the San Mateo County Health Officer, effective June 18, 2020; with updated FAQ’s dated July 31, 2020.

The District and CSEA recognize that the gradual return of students to school, continued distance learning and the proposed hybrid instructional model, where fewer students attend school at a time and on a reduced schedule, may continue to impact CSEA bargaining unit employees. The agreement is intended to address some of those impacts, as of the date the agreement is signed.

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.

The District and CSEA 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.

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

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

1) Return to Work Date

Beginning August 1, 2020, CSEA bargaining unit employees may be required to report to their worksite to work their assigned shift and workweek unless modified in accordance with Article 6 of the Collective Bargaining Agreement (“CBA”).

2) Health, Safety and Testing

A. Employee Work Safety.

1. The District and CSEA recognize the importance of “social/physical distancing” and that there are inherent risks to employees who share workspaces.
2. The District will train all bargaining unit employees in public health measures, hygiene, and sanitation to help prevent the spread of Coronavirus and will ensure that its facilities have the necessary supplies for preventive sanitation measures.
3. Employees who work with students with behavior issues, who may have a tendency to remove or not adequately wear appropriate face coverings, shall be provided with additional safety materials including plastic face shields, hand sanitizer, aprons/smocks and gloves.
4. The District shall provide employees with appropriate face coverings (including plastic face shields), reasonable access to handwashing locations or stations with soap and running water, disposable towels and hand sanitizer.
5. The District shall also implement other safety measures in accordance with Department of Health guidance, such as maintaining appropriate physical distances between workspaces and may establish physical barriers at employee work desks who have regular contact with the public, students and/or other employees.

6. If the appropriate protective equipment for an assigned work duty is not available, employees will not be required to complete that work duty until it is made available.
7. The District shall provide portable hand sanitizer stations or handwashing stations at areas of the District that it deems appropriate, with the intent to prevent situations where employees must travel long distances from their workspaces to wash or sanitize their hands.
8. 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 CDPH.
9. The District shall train the Supervisors of CSEA bargaining unit employees in safety measures pursuant to CDPH guidelines, District policy and this Section.
10. If employees perceive unsafe working conditions, they may report the unsafe condition to their immediate Supervisor, if the unsafe condition is not remedied to the employee's satisfaction, the employee may pursue a complaint in accordance with BP/AR 4244 Complaints (attached).
11. The District shall provide each unit member with written COVID-19 safety guidelines. These guidelines shall include a statement which encourages unit members to get tested for COVID-19 prior to schools re-opening in the hybrid model and throughout the school year and will be accompanied with basic information about where to get tested in San Mateo County.

B. Health Screenings.

1. The District will minimize access to campus and limit nonessential visitors. The District will conduct a health screening of all persons who enter a District building, including students, employees and visitors, for the purpose of identifying potential symptoms linked to COVID-19 and reducing the risk of spreading the disease in or through District schools and workplaces. The health screening will include a series of questions regarding symptoms related to COVID-19 as determined by the Center for Disease Control ("CDC"), CDPH and San Mateo Department of Public Health; a temperature check and required hand wash or sanitizer before entering the building. All persons entering a District building or other workplace shall be required to follow the District's hygiene requirements, including social distancing, use hand sanitizer or wash hands before entering the building, and wear an appropriate face covering.

Employee health-safety screenings shall be performed in a confidential manner, screening records, to the extent they are kept by the District shall be

kept confidential and will be destroyed after fourteen (14) calendar days. Screenings shall be considered part of the standard workday.

- 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 administrative paid leave for the day the employee is sent home, which shall not be subtracted from their the employee's existing leave banks. The employee shall remain on administrative paid leave during the period of time in which the employee gets tested for COVID-19 and is cleared to return to work by a medical professional. Immediately, and on the same day they are placed on paid administrative leave, the Employee shall be given a test kit, or shall make an appointment to get tested at a District designated test site, or another test site with prior approval of the District. The Employee shall notify the substitute caller of the testing appointment. The Employee shall get tested as soon as possible upon being placed on this paid administrative leave.

This period of paid administrative leave shall not exceed either the date which the employee provides medical certification of clearance to return to work, or ten (10) workdays from the date the employee was sent home from work, whichever occurs first. Employees shall not delay in providing medical certification to the District.

If the employee has not received a test result within ten (10) workdays or has provided medical certification of a need for the employee to be excused from work for additional time, due to COVID-19 related medical reasons, the employee shall be placed on an applicable paid Leave, pursuant Families First Coronavirus Response Act ("FFCRA"), then other Leaves pursuant to this agreement and the applicable Leaves article in the collective bargaining agreement.

- ii. Remote Based Employees. If a remote based employee observes 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 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 physician. 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 shall be placed on an applicable paid Leave, pursuant Families First Coronavirus Response Act ("FFCRA"), then

other Leaves pursuant to this agreement and the applicable Leaves article in the collective bargaining agreement.

- C. 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. The District shall ensure that BP 3514 Environmental Safety regarding indoor air quality requirements and CDC recommendations are followed. The District will ensure ventilation systems operate properly and increase circulation of outdoor air as much as possible, except when open windows and doors poses a safety or health risk to those using the District facilities.

3) 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 or any unit member which is considered private, such as personal, medical or confidential student information.
- B. The District will inform CSEA bargaining unit employees as soon as practicable should it learn of a confirmed coronavirus infection of District employees or students, and will follow the guidance of the San Mateo County Pandemic Recovery Framework for Schools guidance, as of November 9, 2020, for cases and contract 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. To the extent that a conflict exists between this section and the statutory requirements of AB685, then the statutory requirements of AB685 shall supersede, effective January 1, 2021.

4) Coronavirus Related Duties

The following job classifications may be required to assist in performing health screenings and temperature checks for students and staff; managing and enforcing isolation of sick student(s); and managing pickup and drop-off of students:

- Administrative Assistant
- Licensed Vocational Nurse
- Office Aide/Assistant
- Para-educators
- Program secretary
- Receptionist
- School Office Assistant/specialist

5) 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/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, the employee may use 1/3 of a day of such accrued paid sick leave or vacation 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 the FFCRA expires on December 31, 2020, or any extended termination date as may be provided by law.

6) Alternative Work Assignments

A. COVID-19 related “Alternate Work Assignments” may be offered to employees upon request. Approved alternate work assignments may include duties which may or may not be included in a unit member’s existing job description. Depending on the request, the District may approve an “Alternate Work Assignment” to be performed at either a District worksite or remotely.

B. Priority will be given as follows:

- First priority to:
 - Employees with underlying health conditions whose medical professional designates as being at high risk of COVID-19;
 - Employees who have an individual living in the unit member’s household who has an underlying health condition that makes them at high risk for COVID-19 infection. Employees must provide notice from their individual’s physician verifying an underlying health condition that makes them at high risk for COVID-19; and
 - Employees aged 65 or over.
- Second priority will be given to employees with childcare or family care needs;
- Third priority will be given to employees in other job classifications who have requested remote assignments and been approved by their Supervisor.

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

- C. Alternative work assignment requests shall be made to Human Resources in writing via email. The Human Resources Department will provide the requesting employee with forms to be filled out and returned prior to considering the request.
- D. If the request for an alternative work assignment is based on an underlying health condition, the forms provided by the Human Resources Department will include a physician's verification form. The District will engage the employee in the interactive process to determine the alternative work assignment will be in compliance with the requirements set forth by the physician.
- E. During the life of this agreement no employee with medical certification who is performing an alternate work assignment, pursuant to this section, shall receive a reduction in pay, or reduction in hours.
- F. If the District is unable to accommodate an employee with an underlying health condition, pursuant to this section, the employee may be eligible to utilize an applicable FFCRA paid leave option, then other Leave pursuant to Section 7 of this agreement.

G. Remote Work Equipment and Services

- i. If an employee is assigned to work remotely (i.e. work-from-home) by their supervisor, the District will provide the employee the equipment and services to perform their work or will provide work that does not require equipment or services.
- ii. If an employee is required to work remotely due to a medical accommodation, the District will engage the employee in the interactive process to determine the accommodations, including equipment and services necessary to perform their work.

7) Leaves

- A. Employee's Health Condition. Upon exhaustion of an employee's FFCRA paid Leaves, the employee may use Sick Leave (CBA Section 8.3) and upon its exhaustion Extended Sick Leave (CBA Section 8.5) and upon its exhaustion, Catastrophic Leave (CBA Section 8.7). Use of Catastrophic Leave is subject to eligibility requirements. Employee may also use accrued Vacation as provided in Article 7 of the CBA. If the employee has exhausted all applicable paid Leave options under Section 5.B of this agreement and Article 7 and Article 8 of the CBA, the District shall grant an unpaid leave until the employee is either medically able to resume their work duties (or an alternate work assignment accommodation) or the expiration of this agreement,

whichever is sooner. Upon the expiration of this agreement, additional unpaid leave may be granted pursuant to CBA Section 8.1.3.

B. Child Care Leaves. Bargaining unit employees may be eligible for paid leave under the FFCRA for care of a child (under 18 years of age) if the employee is unable to work because the child's school or childcare provider is closed or unavailable for reasons related to COVID-19. The parties agree that employees may use the FFCRA leave if they are unable to work because their child's school provides only distance learning.

- i. The Parties recognize the FFCRA provides extended paid family leave for up to 12-weeks of paid leave, at 2/3 pay and up to \$200 per day, for the purposes of childcare as described Paragraph 1 above and that the FFCRA expires on December 31, 2020.
- ii. An employee may utilize accrued sick leave or vacation to provide the employee with 100% of the employee's regular rate of pay.
- iii. The District may request verification of a child's school closure, curtailment or remote learning schedule.

C. Family Care Leave. Bargaining unit employees may be eligible for paid leave under the FFCRA if the employee is unable to work or to work in an alternative because of a bona fide need to care for an individual who lives in the unit members' home and is subject to quarantine due to COVID-19 (pursuant to Federal, State, or local government order or advice of a health care provider).

- i. The Parties recognize the FFCRA provides for up to 80-hours of paid leave at 2/3 pay for the purposes of caring for an individual as described in Paragraph 1 above and that the FFCRA expires on December 31, 2020.
- ii. An employee may utilize accrued sick leave or vacation to provide the employee with 100% of the employee's regular rate of pay.
- iii. Upon expiration of the up to 80 hours FFCRA paid leave, the employee may take FMLA/CFRA leave to care for an individual who is an immediate family member and concurrently utilize accrued sick leave, vacation leave or any unpaid leaves provided in Article 8 of the CBA.
- iv. The District will require medical verification of an individuals or family members' condition and/or medical verification of the need for the employee to remain home to take care of their health-compromised individual family member.

8) School or Class Closures

- A. Should the District be directed by the State or San Mateo County Health Officers to close some or all schools or worksites due to a resurgence of the coronavirus in the County, the following may apply:
- i. Bargaining unit employees may be directed by the District to NOT report to their worksite. These employees shall be considered “non-essential” employees. In some cases, these employees may be directed by their supervisor to work from home.
 - ii. Essential employees as designated by the District may be required to report to a worksite to work a partial shift and/or workweek as needed.
 - iii. The District shall rotate essential work as equally as possible, between employees in the applicable classification.
 - iv. All active employees who are not on an approved Leave, whether considered “essential” or “non-essential”, shall remain in District paid status with no loss to pay or accrued leaves due to their status as “essential or “non-essential.”
- B. If a bargaining unit employee is sent home due to suspected exposure to COVID-19 at a District worksite, and no alternative work can be arranged, the affected employees will remain in paid status during the relevant quarantine period. The employee’s personal leaves shall not be deducted during this period.

9) Enforcement

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 16 in the Collective Bargaining Agreement hereafter referred to as “CBA,” except as follows:

- A. “Grievant” shall only be the Labor Relations Representative and/or the Chapter 411 President, on behalf of CSEA.
- B. The grievance process shall begin at Formal Level II (Assistant Superintendent of Human Resources) of the CBA.

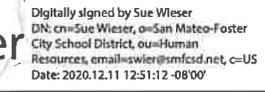
10) Compliance with Further Governmental Orders

In addition to the specific provisions above, the District shall follow the applicable CDPH Industry Guidance(s) and applicable California Department of Education guidance that applies to school reopening.

11) Term of Agreement

This agreement shall terminate on June 30, 2021 or the lifting of Governor’s statewide State of Emergency (declared on March 4, 2020 in response to the COVID-19 pandemic), whichever comes first. The Parties may meet to negotiate, upon request of either party, the impacts of any changes in State and County Health Officer Health guidance made during the term of this agreement. The Parties will meet and negotiate if any County, State or Federal legislation is newly enacted, amended or extended which pertain to employee leave rights during the Coronavirus pandemic (e.g. expirations, amendment or extension of the existing FFCRA or entirely new related legislation).

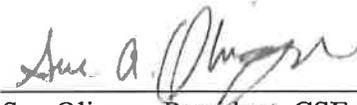
Dated: 12/11/20

By: 
Sue Wieser, Assistant Superintendent

Dated: 12/11/20

By: 
Dennis Hills, Director for the District

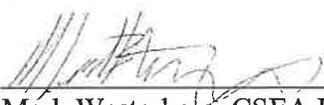
Dated: 12/11/20

By: 
Sue Olinger, President, CSEA Chapter 411

Dated: 12/11/20

By: 
John Harrison, Chapter CSEA 411

Dated: 12/11/20

By: 
Mark Westerberg, CSEA LRR