TENTATIVE AGREEMENT MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMADOR CHAPTER #827, AND THE AMADOR COUNTY OFFICE OF EDUCATION REGARDING RETURN COVID 19 IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT
September 23, 2020

This memorandum is agreed between Amador County Office of Education ("ACOE") and the California School Employees Association and its Amador Chapter #827 (together "CSEA") (collectively the "Parties") concerning the impacts and effects of resumed ACOE operations under post-COVID 19 conditions.

The ACOE and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the ACOE and its teachers and staff. We recognize the importance of prudent measures to prevent ACOE employees, students, their families, or other people using ACOE 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 ACOE operations should be maintained, and provisions should be made for ACOE employees who are impacted by the epidemic.

To these ends, the ACOE and CSEA agree as follows:

1. Safety: The ACOE shall follow CDC/CDPH guidelines and orders, including but not limited to:

   ▪ Maintaining appropriate changes to physical layout to maintain physical distancing for example:
     ▪ One-way hallways;
     ▪ Barriers for office staff;
     ▪ Limits on number of students in classrooms or other spaces;
     ▪ Multiple sets of PPE for Paraeducators

   ▪ The provision of many handwashing/handsanitizing locations (soap and water, not sanitizer) and adequate time for employees to wash hands, regularly and frequently.

   ▪ The provision of necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).

The ACOE agrees to maintain physical distancing standards in school facilities, including but not limited to implementing plans incorporating the following components:

   ▪ Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals, or current CDC/CDPH/ACPH recommended distance.
- To the extent possible, and as recommended by the CDC/CDPH/ACPH, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and staff as much as possible.

- In a circumstance where sufficient physical distancing is difficult or impossible, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidance. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.

The ACOE shall provide sufficient protective equipment to comply with CDPH/ACPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.

The ACOE shall implement a plan for ongoing supply of protective equipment.

The ACOE shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.

The ACOE shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH/ACPH guidance.

The ACOE agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:

- For staff engaged in symptom screening:
  - Surgical masks, face shields, disposable gowns if requested and disposable gloves, Barriers between staff and students
- For front office/technical staff, paraeducators and other staff:
  - Face coverings, face shields, gowns, and disposable non latex gloves.

The ACOE shall make available to all bargaining unit employees any protective gear necessary to complete assigned tasks. If appropriate protective equipment is not available, employees will not be required to work and may ask for alternative duties.

The ACOE shall require face covering for every person on site, including students and visitors, in accordance with State/ACPH health guidelines and orders.

The ACOE shall enforce appropriate limitations on access to school sites, including screening of students, limits on non-student, non-employee access, and safe arrangements for student drop-off and pickup.

The ACOE shall establish and maintain routine “deep-cleaning” schedule in accordance with State/ACPH guidelines and orders. “Deep-cleaning schedule” is defined as a plan
for keeping school facilities at high level of cleanliness, particularly sanitizing high-touch surfaces.

The ACOE shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, ACPH or local health authorities and shall negotiate the effects of implementing those guidelines.

The ACOE agrees to temporary closure and deep cleaning of site/classroom/office upon learning that infected persons were present at a school site/property.

The ACOE agrees that re-closure of schools shall be based on reliable, measurable data, and that the data shall be made available to CSEA upon request.

The ACOE agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis and agrees to make updates accessible to employees and parents.

The ACOE agrees to adopt the CDE/ACPH recommendations as to access by parents, students and other persons not on school staff, which state, at a minimum, face coverings should be worn:

- While waiting to enter the school campus
- While on school grounds (except when eating or drinking)
- While leaving school

The ACOE agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.

The ACOE will:

- Exclude any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC/CDPH and CDPH guidelines for COVID-19 symptoms). Staff should discuss with the parent or caregiver and refer to the student’s health history form or emergency card to identify whether the student has a history of allergies, which would not be a reason to exclude.
- Monitor staff and students throughout the day for signs of illness. Determine any special or unique needs for students with disabilities related to planned ACOE or schoolwide procedures.

Students—Entering Campuses

- **Passive Screening.** Instruct parents to screen students before leaving for school (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
- **Active Screening.** Engage in symptom screening as students enter campus and buses, consistent with public health guidance, which includes visual wellness
checks and temperature checks with no-touch thermometers (check temperature to ensure temperatures below 100.4 degrees Fahrenheit), and ask all students about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.

- All students must wash or sanitize hands as they enter campuses and buses.
- Provide supervised, sufficient points of access to avoid larger gatherings.
- Use privacy boards or clear screens when practicable.
- If a student is symptomatic while entering campus or during the school day:
  - Students who develop symptoms of illness while at school should be separated from others right away, preferably isolated in a care room through which others do not enter or pass. If more than one student is in an isolation area, ensure physical distancing.
  - Any students or staff exhibiting symptoms should be required to immediately wear a face covering and wait in an isolation area until they can be transported home or to a health care facility.
  - Students should remain in isolation on the care room with continued supervision and care until picked up by an authorized adult.
- Follow established guidelines for triaging students at each school site, recognizing not all symptoms are not COVID-19 related.
- Advise parents of sick students that students are not to return until they have met CDC/CDPH criteria to discontinue home isolation.
- Develop a plan for if students are symptomatic when boarding the bus and how this will be communicated with site staff at the destination point.
- Protect and support students who are at higher risk for severe illness (medical conditions that the CDC/CDPH says may have increased risks) or who cannot safely distance from household contacts at higher risk by providing options such as virtual learning or independent study.

**Reporting Unsafe Conditions**

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. 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.

All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, (related to noncompliance with the COVID 19 Safety Plan), by notifying their supervisor in writing of such refusal and the basis therefore. 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).
Outside Visitors and Groups

The ACOE agrees to:

- Limit access to campus for parents and other visitors.
- Evaluate whether and to what extent external community organizations can safely utilize the site and campus resources. Ensure external community organizations that use the facilities also follow the school’s health and safety plans and CDPH/ACPH guidance.
- Review facility use agreements and establish common facility protocols for all users of the facility.
- Establish protocol for accepting deliveries safely.

Training on Hygiene

The ACOE agrees to follow the CDE’s hygiene training recommendations, which state:

- The ACOE Plan to address hygiene practices (PDF) to ensure personal health and safety in school facilities and vehicles.
- In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, develop a plan for handwashing that includes:
  - Providing opportunities for students and staff to meet handwashing frequency guidance.
  - Ensuring sufficient access to handwashing and sanitizer stations. Consider portable handwashing stations throughout a site and near classrooms to minimize movement and congregations in bathrooms to the extent possible.
- Ensuring fragrance-free hand sanitizer (with a minimum of 60 percent alcohol) is available and supervised at or near all workstations and on buses. Children under age nine should use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222. Note: frequent handwashing is more effective than the use of hand sanitizers.
- Train staff and students on proper handwashing techniques and PPE/EPG use, including the following:
  - Scrub with soap for at least 20 seconds or use hand sanitizer if soap and water are not accessible. Staff and students should use paper towels (or single use cloth towels) to dry hands thoroughly.
  - Wash hands when: arriving and leaving home; arriving at and leaving school; after playing outside; after having close contact with others; after using shared surfaces or tools; before and after using restroom; after blowing nose, coughing, and sneezing; and before and after eating and preparing foods.
  - CDC/CDPH/ACPH guidance on proper PPE use.
- Teach staff and students to:
· Use tissue to wipe the nose and cough and sneeze inside the tissue.
· Not touch the face or face covering.
· Training and information should be provided to staff and students on proper use, removal, and washing of cloth face coverings [using information on CDC/CDPH/ACPH website].

2. **Screening:** The ACOE agrees to maintain specific plans for health screenings and clear standards in accordance with CDC/CDPH/ACPH guidelines.

The ACOE agrees to monitor staff and students throughout the day for signs of illness; send home staff and students with a fever of 100.4 degrees or higher, cough or other COVID-19 symptoms.

The ACOE agrees to engage in the following “Active Screening” of staff:

· Engage in symptom screening as staff enter worksites, consistent with public health guidance, which includes visual wellness checks and temperature checks with no-touch thermometers (check temperature to ensure temperatures below 100.4 degrees Fahrenheit), and ask all staff about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.

Temperature checks and questionnaires shall be performed in confidential manner.

Screening records shall be kept confidential.

Safety screenings and any necessary medical examinations are strictly limited to COVID and shall not be used to inquire into other medical conditions.

Unit members will be screened for COVID 19 as they enter the worksite. The Parties agree that screening may be done prior to the beginning of the workday through an internet application if available.

3. **Testing and Tracing:** The ACOE shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19 in accordance with CDPH/ACPH guidelines.

The ACOE or ACPH shall notify bargaining unit employees who have been exposed to COVID-19 at work.

The ACOE shall notify CSEA/Chapter President/Designee of bargaining unit member exposure to COVID-19, all names of possible exposed or infected persons are confidential and will not be provided to the CSEA Chapter President.
The ACOE/ACPH shall provide COVID testing at no expense to bargaining unit employees where potential exposure has occurred. Unit members who may have been exposed will be directed to the appropriate County Health Department facility for testing. Unit members may ask for an alternative method of screening.

CSEA agrees to cooperate with the ACOE in any necessary public health actions, such as contact tracing of infected individuals.

4. **Leave:** The ACOE shall follow current law in regard to worker compensation claims.

The ACOE shall work with employees requesting leaves in accordance with current COVID-19 related laws and at the direction of the ACPH officer.

The ACOE agrees that expanded FMLA leaves found in HR 6201 (See Attached Department of Labor Notice Poster) and FMLA leaves may be used intermittently with proper notification to the Assistant Superintendent of Human Resources and Labor Relations.

**Other forms of leave:** Employees who have exhausted accrued sick leave may use extended sick leave. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay.

Unit members are entitled to the leave provisions found in Labor Code 230.8 to care for their children due to school closures, activities, or emergencies.

**No loss of pay during COVID-19 related closures or curtailments:** In the event any ACOE facility must be closed, or any ACOE operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees 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 ACOE will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of ACOE facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

**CSEA support for full funding:** CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any ACOE facilities due to epidemic.

5. **Accommodation:** The ACOE explicitly acknowledges that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

The ACOE agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely...
distance from household contacts at higher risk by providing options such as telework or negotiated change in classification or duties.

If reasonable accommodations are not practicable, the ACOE should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee’s earned leave.

The ACOE agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

The ACOE agrees to initiate the interactive process for employees whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19.

The ACOE shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

- Providing additional or enhanced personal protective equipment (PPE);
- Placing physical barriers to separate the vulnerable employee from coworkers or the public;
- Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
- Moving the employee workstations.

The ACOE shall utilize “hold-harmless” leave when no reasonable accommodation can be reached. In other words, the employee will be placed on paid leave (not deducted from existing leave banks) or be allowed to work from home.

6. **Return Personnel:** The ACOE and CSEA agree that CSEA bargaining unit employees may be allowed to telecommute (work from home), on a case by case basis, until June 30, 2021 in order to help maintain necessary social distancing requirements for the 2020-2021 year.

Depending on the orders of CDPH/ACPH and for classifications with essential functions that cannot be done remotely (Maintenance Workers, Paraeducators) may rotate employee schedules so that employees minimize their need to physically report into their department or office when practicable. When employees are not physically in the office, they shall work from home during their assigned duty day.

The ACOE will provide those working in the CSEA bargaining-unit classifications with all of the equipment needed to perform their assigned duties while telecommuting (working from home).

Per California Education code §44032 which requires that employees be reimbursed for reasonable expenses incurred while performing work related duties.
CSEA bargaining-unit employees who are telecommuting may be required to report to work at a ACOE site periodically. The ACOE shall establish a monthly schedule for anyone telecommuting that is going to be required to report to work at a ACOE site. The schedule shall be posted at least five (5) business days before the start of the month.

While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available during their normal designated working hours.

7. **Duties:** The ACOE shall maintain specific plans on how to follow CDC/CDPH/ACPH and County Office guidelines with current staffing levels or added positions.

The ACOE and CSEA acknowledge that California Education Code §45101(a) and §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the ACOE recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. The ACOE shall compensate all employees pursuant to Article XVI Section 7.10.1 when employees are assigned to work in a higher classification/Article VII Section 7.10 working out of classification.

The ACOE and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA’s rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

Temporary Duties

The parties recognize that because of the coronavirus epidemic and the changes in operations it requires, certain new job duties have arisen. The parties agree that job duties that are new to the ACOE may be assigned to classified staff as specifically set forth as follows:

Paraeducators may be assigned to screen students and staff as they enter the classroom/site/bus, light disinfecting of high touch surfaces.

The parties agree that any workload issues that may arise due to the ACOE response to the COVID 19 epidemic will be addressed at the request of either party.

The ACOE agrees to develop and provide staff training or utilize state-provided training regarding the following topics:

- Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations.
- Safe Serve Training for Food Delivery Service
- For staff who use hazardous chemicals for cleaning, specialized training is required.
- Physical distancing of staff and students.
- Symptom screening, including temperature checks.
- Updates to the Injury and Illness Prevention Plan (IIPP).
- State and local health standards/recommendations.

Bargaining Unit members who do not feel they are adequately trained to perform duties outside their classification will be allowed to seek a reasonable accommodation so that they can continue their duties in their normal classification.

8. **Calendar 2020-2021 Revisions:** The Parties agree that the 2020-2021 Calendar will be revised as follows: Presidents Day, February 12; 12- and 11-month unit members will now be expected to work this date, they will be awarded a Floating holiday in exchange. 10-month employees will be granted a Float day in exchange for working this date to be used on June 7, 2021, or any date mutually acceptable between the Unit member and their direct Supervisor. 10-11 month employees who reported to work August 12, 13, and 14, may either fill in a timesheet for these dates and be paid for them or they may, with the approval of their supervisor, use these hours as compensatory time and be able to take off dates mutually acceptable with their supervisor. Unit members will make their choice to either time sheet or schedule their compensatory days within 5 calendar days after the ratification of this agreement. (See Attached Revised Calendar)

9. **Information and Further Negotiation:** The ACOE will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. The ACOE will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

10. **Compliance with further governmental orders:** The parties recognize that the COVID-19 epidemic 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. **Duration of Agreement:** This agreement shall remain in effect through June 30, 2021.

12. **Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties’ collective bargaining agreement insofar as that procedure provides for binding arbitration by a neutral arbitrator.
Dated: 9-24-20

By: [Signature]
For ACOE

Dated: [Redacted]

By: [Signature]
For California School Employees Association

Dated: 9-24-2020

By: [Signature]
For California School Employees Association

Dated: [Redacted]

By: [Signature]
For California School Employees Association

Dated: 09/24/2020

By: [Signature]
For California School Employees Association