

## MEMORANDUM OF UNDERSTANDING

Between the California School Employees Association and its  
chapter Los Gatos-Saratoga # 875 and the LGSUHSD

School Reopening with the Coronavirus: IMPACTS AND EFFECTS ON THE CSEA BARGAINING  
UNIT  
Aug 2020

This memorandum is agreed between the Los Gatos-Saratoga Union High School District (“District”) and the California School Employees Association and its chapter Los Gatos - Saratoga #875 (together “CSEA”) concerning the impacts and effects of resumed District operations under COVID -19 conditions.

The District has notified employees, students, and their families that school will be closed August 13, 2020 to address concerns raised by Covid-19.

CSEA and the District recognize the need to keep employees, students, their families and our communities safe and healthy and limit the spread of Covid-19. It is recognized that providing economic security to employees during school closures is critical in order to achieve this goal and to retain our employees for when the school closures end, and operations are returned to normal.

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

1. **Collective Bargaining Agreement:** All provisions of the 2019-2022 collective bargaining agreement (CBA) between the parties shall remain in full force and effect except as specifically modified by MOU.
2. **Work Duties:** In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, the district will confer with employees and provide, where practicable, opportunities for employees to work remotely or to work in other job classifications during the 2020-2021 school year.

The District and CSEA acknowledge that California Education Code 45101(a) and 88001 (a) requires that all classified positions have set duties, however due to the unforeseen and unprecedented nature of the current conditions due to COVID-19, CSEA and the district recognize that temporarily some CSEA bargaining unit positions may be asked to perform limited duties not contained within their job description, especially in circumstances where employees duties cannot be performed remotely. In those circumstances employees will be assigned work in order to continue to receive compensation. Options may include tasks within the school district. Temporary work duties shall be compensated at the employee’s current rate of pay if the employee’s current rate of pay is higher than the duties assigned. If an employee is assigned work duties in a classification with a higher rate of pay, the employee will be paid the difference between their current salary and that of the higher classification. Alternate duties will be assigned during the time of school closure including partial school closures. When school resumes in full,

employees return to normal work duties.

The District will provide employees the support, materials, technology, and training to do this effectively. The District will make every reasonable attempt to collaborate with employees when they are asked to take on new duties. The District will make every effort to match employee skills with duties to be completed. The temporary work duties should be reviewed by CSEA before being offered to employees.

3. **Safety:** The District shall provide and maintain safe working conditions for employees to perform their duties. All employees will perform the duties associated with their employment, and be alert to unsafe practice, equipment or conditions, and report any such unsafe practices, equipment or conditions to their immediate supervisor. All employees shall maintain safe conditions in their work area of responsibility.

LGSUHSD is committed to measures which will be monitored, and may be revised or supplemented, including but not limited to adherence to the requirements of the Santa Clara County Public Health Department's Guidance.

The District shall follow health guidelines and orders, including but not limited to:

- **Handwashing/Hand Sanitization:** Provide adequate handwashing locations and sanitizers including adequate break time for employees to wash hands, at least every half hour.
- **Health Screening:** Students and staff will participate in health screening consistent with guidance from the Santa Clara County Public Health orders. The district agrees to purchase no-touch thermal scan thermometers for symptom screenings as needed for identified screening locations. All employees agree to follow all district protocols and procedures pertaining to daily onsite health screenings. All staff and students should stay home if COVID-19 symptoms are present within the last 24 hours.

The District will exclude any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms). Staff working with students 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. If a student or staff member is symptomatic while entering campus or during the school day they should be separated from others right away, preferably isolated in an area through which others do not enter or pass until they can be transported home or to a healthcare facility. Employees agree to follow established guidelines for triaging students in the health office, recognizing not all symptoms are COVID-19 related.

The District will determine any special or unique needs for students with disabilities related to planned district or school wide procedures.

- **Cleaning:** Provide necessary supplies (such as soap and water, disposable towels or tissues, and/or hand sanitizer) for preventive sanitation measures in every work

space. Maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance. The District shall establish and maintain routine “deep-cleaning” schedule in accordance with State guidelines and orders. “Deep-cleaning schedule” is defined as a plan for keeping school facilities at a high level of cleanliness, particularly sanitizing high-touch surfaces.

- **Face Coverings:** Students and staff members must wear face coverings during the times they are within ten feet of each other in common areas. 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 District shall require face covering for every person on site, including students and visitors, in accordance with State and local health guidelines and orders.
- **PPE:** Provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements, and provide necessary PPE for employees who are at higher risk and those who are working with chemicals or other hazardous materials. Provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
  - Face shields and disposable gloves
  - Masks, gloves appropriate for all deep cleaning and disinfecting: Appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator in addition to PPE as required by product instructions)

If appropriate PPE is not available, the district will work with employees to work remotely or on alternative assignments.

- **Physical Distancing:** Develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes:
  - Using the social distancing protocol requirements of the Santa Clara County Public Health Department.
  - Avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and bathrooms.
  - Avoiding the direction of grouping staff together for training or staff development. Virtual training and distancing measures shall be employed.
  - In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.
  - If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces to the extent possible. In instances where physical barriers need to be added or adjusted, employees will communicate the need with their site principal, administrator, or designee.
- **School Visitors:** The District 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 District agrees to

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

- **Food Service:** The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use). The District agrees to install physical barriers, such as sneeze guards and partitions at POS and other areas where maintaining physical distance of six feet is difficult to the extent possible. The District agrees to modify food service operations in accordance with CDC recommendations for restaurants. During food service periods, student meals will be presented utilizing a “grab-and-go” process.

4. **Leave:** Classified staff will be expected to be on campus during their work day unless they are authorized to work remotely, consistent with the Santa Clara County Public Health Order of July 2, 2020 that “all businesses must continue to maximize the number of personnel who work remotely from their place of residence. For clarity, all businesses must require that all personnel carry out their job functions remotely if they are able to do so.” For staff whose job functions cannot be completed through telework or who cannot work remotely, additional protective measures as required by the SCCPHD shall be provided and reasonable accommodations made, which may include the reassignment of staff to other vacant or needed positions within the unit. If an employee cannot work remotely and cannot report to work, then the District shall work with the employee to assign duties as practicable.

If an employee is ill and unable to report to work when required during school closure or during the phased reopening process, the employee shall report their illness. Unit members who have been exposed to the coronavirus and are required to be quarantined or who self-quarantine based on medical advice or governmental recommendations/directives, shall be required to take leave under applicable collective bargaining agreement leave provisions and/or Federal and State leaves such as provided under the Families First Coronavirus Response ACT (FFCRA). The parties agree that to the extent an employee is taking leave under FFCRA, whether it is for emergency paid sick leave or emergency family and medical leave, the employee may elect to take the leave intermittently and, to integrate the amount of pay they receive under such laws by using their accrue paid sick time (and upon its exhaustion, “extended sick leave”) and/or vacation to receive up to 100% of the employee’s normal earnings. For example, 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.

When an employee is potentially exposed to coronavirus at work, the employee will either be placed on paid leave (not deducted from existing leave banks) or be allowed to work from home for 14 calendar days and will be expected to self-isolate.

When an employee is not permitted to work in person at their work site due to safety screening, the employee will be provided appropriate leave as outlined above or allowed to work remotely if possible, or assigned other duties to remain in paid status. The employee will only return to work in person after meeting SCCPH requirements for safe return to work.

Employees with childcare and dependent care needs may take leave as provided for by HR 6201 under the FFCRA and the collective bargaining agreement.

Any employee unable to return to work, or continue work, should contact Human Resources Director, Brian Safine bsafine@lgsuhd.org as soon as possible to arrange for the appropriate leave including the possibility of an unpaid leave.

The District 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 remote work.

If an employee contracts coronavirus at work and files a workers' compensation claim then the employee will be provided leave as outlined in Article 8, Leaves of Absence, subsection 8.4, Industrial Accident/Illness Leave of the parties' Collective Bargaining Agreement.

5. **Work Year:** Should the District seek to add additional classified employee work days to this school year or next year, the District shall negotiate with CSEA.

6. **Evaluation:** Permanent unit members shall not be subject to traditional evaluation while performing remote work. Unit members who have identified deficiencies will receive feedback, support and additional resources to remediate those deficiencies in their distance work. Employees shall be notified of their right to have a union representative in any meeting that could lead to disciplinary action. Probationary employees will be subject to traditional evaluation as defined in the agreement. Evaluator's comments shall include recommendations resulting from observations and conferences with the evaluatee. Recommendations shall be specific and shall provide direction to the evaluatee for improvement

7. **Work-Place Accommodations:** The District shall make every effort to provide reasonable accommodations options including working remotely or at alternate locations for employees determined to be in a specific vulnerable group. An interactive process meeting shall be held when accommodations need to be activated for an employee. The meeting shall include: a representative from the District human resources department, a site administrator when possible, the employee and, if requested, a CSEA representative. The meeting may include a review of a doctor's note (if applicable) and the drafting of an accommodation or special circumstances plan (if applicable) based on the employee's needs.

8. **Changing Circumstances:** The District and CSEA acknowledge that circumstances regarding the impact of coronavirus on schools are rapidly changing. With that understanding, the parties agree to negotiate any presently unanticipated additional impacts and, as necessary, to renegotiate any provision included herein. The parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff and the District community as events continue to unfold during the coronavirus outbreak.

9. **Term:** This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement.

Signed by:

For CSEA:

Julia Peck 8/31/2020

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For District:

*Carrie Bosco* 8/28/20

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