

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
RAVENSWOOD CITY SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #303

RETURN TO WORK**

Background

This memorandum is agreed between Ravenswood City School District (“District”) and the California School Employees Association and its Chapter #303 (together “CSEA”), referred to as the Parties, concerning the District’s reopening of schools, return to work and response to the coronavirus (COVID-19) epidemic.

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, to classroom based learning, provided that, absent a waiver, San Mateo County is not on the Governor’s COVID-19 watchlist.

The District and CSEA recognize that the District will begin the 2020-21 school year with a Distance Learning instruction model, with the possibility of transitioning to a classroom-based model later in the year. The parties further recognize that the District’s 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 District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of its students and staff.

The District and CSEA 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 District and CSEA 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, which pertains to bargaining unit employee work which occurs at District worksites, effective upon ratification of this agreement.

1) Health, Safety and Testing

- A. Additional Paid Sick Leave. The District and CSEA 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 District shall provide each unit member with an additional ten (10) days of paid sick leave to be utilized if the employee is experiencing symptoms of COVID-19 and seeks a medical diagnosis from a physician or a COVID-19 test within the first 24 hours of their absence.
- i. This additional paid sick leave shall be used when an employee is not permitted to work by a Supervisor or other District Administrator due to safety-screening (e.g. high temperature or positive report of key symptom) or perceived COVID-19 symptoms during the employee's workday so long as the unit member seeks a medical diagnosis from a physician or a COVID-19 test within the first 24 hours of their absence. Upon return from absence, the unit member shall provide a statement from an attending physician or proof of COVID-19 test. Unit member is not required to provide the results of COVID-19 test but is encouraged to inform Human Resources of positive results to assist with the contact tracing of infected individuals and to limit community spread.
 - ii. This additional paid sick leave shall be deducted prior to any Emergency Paid Sick Leave available under the Families First Coronavirus Response Act ("FFCRA"). After the exhaustion of the additional paid sick leave and Emergency Paid Sick Leave, other personal accrued sick leave will be utilized and upon its exhaustion, Extended Sick Leave. This additional paid sick leave is subject to the same effective date restrictions as leaves provided under the Families First Coronavirus Response Act ("FFCRA") and as such, must be used by December 31, 2020. Any unused time will not carry over into 2021. Extensions to the FFCRA will be automatically granted to this additional paid sick leave. Employees are not entitled to reimbursement for any unused additional paid sick leave upon termination, resignation, retirement, or other separation from employment.
- B. Employee Work Safety. The District and CSEA 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 shall provide and require employees to use appropriate face coverings (masks and plastic face shields, as needed), handwashing stations (with soap and running water), disposable towels, and hand sanitizer. The District shall also provide gloves upon employee request. Employees who work with students with behavioral issues shall be provided with additional safety materials, as needed, including plastic face shields, personal hand sanitizer, aprons, and gloves. 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 will not be required to complete that work duty until it is made available.

- i. If classrooms or workspaces are not already equipped with handwashing stations or are not within immediate vicinity of an existing handwashing station, 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 review the complaint and promptly respond to the employee. The email address and a cell 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 shall provide each unit member with written COVID-19 safety guidelines. These safety guidelines shall include a statement that both CSEA and the District encourage unit members to get tested for COVID-19 prior to returning to work and throughout the school year. 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.

Non-Employee, Non-Student Visitors. Visitors shall generally not be permitted to enter indoor areas of District worksites. To the extent that visitors must enter District worksites, visitors shall receive a health-safety screening. The screening may include questions relating to whether the visitor has experienced COVID-19 related symptoms. Temperature checks may also be included in the screening. Visitors experiencing COVID-19 related symptoms or temperatures of 100.4 degrees or higher will not be permitted on District worksites.

- C. Employee Health-Safety Screenings. Each employee who enters a District worksite shall receive a health-safety screening. The screening may include questions relating to whether the employee has experienced COVID-19 related symptoms. Temperature checks may also be included in the screening. Health-safety screenings shall be performed in a confidential manner. Screenings shall be considered part of the standard workday.
- D. 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 all locations with functioning windows shall be kept open depending on weather, temperature, or air quality conditions. Where applicable and while students are in classrooms, the District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour.

- E. Cleaning and Disinfecting. The District will develop reasonable staffing plans to ensure increased frequency of routine indoor cleaning and disinfecting in accordance with DPH guidelines.

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 and its 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 Coalition for Safe Schools and Communities and San Mateo County Health Officer guidance 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.

3) Remote Work Assignments, Equipment and Services

A. Remote Work Assignments

CSEA and the District recognize the need to allow employees to work remotely to the extent the District can reasonably accommodate such assignments, as follows:

Employees in some job classifications 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;
- 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 at a worksite, the Supervisor shall rotate the remote work as equally as possible between the approved employees.

B. Remote Work Equipment

- i. Remote Work Equipment. If an employee chooses to work remotely, the employee will have access to the regularly provided equipment.

- *Examples of “equipment” include, but are not limited to laptop computer and mouse; and office supplies such as pens, notebooks, paperclips, stapler, etc.*
1. 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.
 2. The District shall provide all remote employees with written information from the District’s Workers’ Compensation provider regarding office ergonomics.

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/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 (Section 11) below, 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.
 - i. If an employee’s paid FFCRA leave options have been exhausted (including “Additional Paid Sick Leave” as described in Section 1(A) of this agreement) and the District is unable to assign a remote work assignment or the employee is unwilling or unable to work remotely, then the employee shall use available accrued sick leave (CBA Section 12.1) and upon its exhaustion, Extended Sick Leave (CBA Section 12.2). At any time, the employee may also elect to use any remaining Vacation time, Compensatory time or other available paid leave in a

manner which shall not provide the employee with any more than 100% of their regular rate of pay. Upon exhaustion of all available paid Leave options, the employee shall be eligible for Leave Without Pay, pursuant to the terms of Section 12.11 of the CBA.

- C. For the duration of this agreement, if a unit member is approved to use Industrial Accident or Illness Leave for a COVID-19 related illness or condition, pursuant to Section 12.10 of the CBA and the unit member has exhausted the sixty (60) days of industrial accident leave as a result of a COVID-19 related illness or condition, the District shall provide Extended Sick Leave at 100% pay replacement, with no deduction for substitute pay (differential pay). If a unit member remains hospitalized, this unique Extended Sick Leave benefit shall be extended for the duration of the hospitalization or up to an additional 5 months, whichever is shorter. The maximum allowable Extended Sick Leave at 100% pay replacement, with no deduction for substitute pay (differential pay) is a total of 10 months. Upon exhaustion of this unique Extended Sick Leave, unit members unable to return to work shall be placed on an unpaid leave of absence.
- D. For the duration of this agreement, unit members within a classification requiring them to report to work daily who are unable to return to work after exhausting available FFCRA leave options (including “Additional Paid Sick Leave” as described in Section 1(A) of this agreement), their accrued sick leave, and Extended Sick Leave as a result of a COVID-19 related illness or condition shall be placed on an unpaid leave of absence.

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 Coronavirus 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 Emergency Family and Medical Leave (EFMLA) for the purposes of childcare in accordance with qualifying reason #5 of the FFCRA (see attached). The first two weeks (10 days) of EFMLA are unpaid; however, employees may choose to use their Emergency Paid Sick Leave during this first two-week period. The remaining 10 weeks of EFMLA are paid at 2/3 pay.
 - 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 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.
 - iv. 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.).
- C. Childcare Alternative. As an alternative to the District providing paid Leaves or Accommodations to employees for childcare purposes due to child's school closure/curtailment or unavailability of childcare provider due to the COVID-19 pandemic, the District may provide no-cost childcare services. The District may require employees to provide evidence of need for childcare due to the child's school closure/curtailment or unavailability of childcare provider due to the COVID-19 pandemic.

7) Family Care Related Accommodations and Leaves

- A. Accommodations. In accordance with Section 4 of this agreement, the District shall prioritize remote work assignments for employees who have requested to work remotely due to Coronavirus related care for a family member or other individual.
- 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 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/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) Coronavirus Related Job Duties

- A. Health Safety Screenings for Staff. The District may require the following job classifications to perform health-safety screenings for staff. The screenings may include questions relating to whether the employee has experienced COVID-19 related symptoms. Temperature checks may also be included in the screening.
- Administrative Assistant
 - Administrative Secretary
- B. Health Safety Screenings for Students. The District may require the following job classifications to perform health-safety screenings for students. The screenings may include questions relating to whether the employee has experienced COVID-19 related symptoms. Temperature checks may also be included in the screening.
- Campus Relations Coordinator
 - Instructional Aide
 - Paraeducator I
 - Paraeducator II
 - School Support Staff
- C. Enforcement of Student COVID-19 Safety Precautions. The District may require the following job classifications to enforce student social distancing and other COVID-19 safety precautions which pertain to students, including wearing face coverings and handwashing.
- Administrative Assistant
 - Bus Driver
 - Campus Relations Coordinator
 - Child Nutrition & Education Worker
 - Child Nutrition & Education Manager
 - Instructional Aide
 - Library Instructional Media Specialist
 - Makerspace Tinkerer
 - Operations Coordinator
 - Outreach Coordinator
 - Paraeducator I
 - Paraeducator II
 - School Support Staff
 - Small Group Instructor
 - Student Culture Coordinator
 - Van Driver
- D. Enforcement of Student Isolation Safety Precautions. The District may require the following job classifications to manage and enforce the isolation of sick student(s) until they have been turned over to a parent/guardian.
- Administrative Assistant
 - Campus Relations Coordinator

- Instructional Aide
- Outreach Coordinator
- Paraeducator I
- Paraeducator II
- School Support Staff
- Small Group Instructor
- Student Culture Coordinator

E. Managing Student Travel on Campus. The District may require the following job classifications to enforce student social distancing and other COVID-19 safety precautions which pertain to students when traveling between classrooms and when using bathrooms.

- Campus Relations Coordinator
- Instructional Aide
- Paraeducator I
- Paraeducator II
- School Support Staff
- Small Group Instructor

F. Managing Student Pick-Up and Drop-Off. The District may require the following job classifications to manage the pickup and drop-off of students.

- Administrative Assistant
- Campus Relations Coordinator
- Instructional Aide
- Outreach Coordinator
- Paraeducator I
- Paraeducator II
- School Support Staff
- Small Group Instructor
- Student Culture Coordinator

9) Alternate Job Duties

A. Student Materials Preparation and Distribution. The District may require the following job classifications to support with student materials preparation and distribution for the start of school and at regular intervals during the school year. These tasks may include but are not limited to unpacking student and teacher materials, preparing paper packets, making photocopies, bagging books, sorting and packing student supplies (ie. Pencils, pens, crayons, notebooks, etc.), distributing materials and technology to students and families.

- Administrative Assistant
- Bus Driver
- Campus Relations Coordinator
- Instructional Aide
- Library Instructional Media Specialist
- Makerspace Tinkerer
- Operations Coordinator
- Outreach Coordinator

- Paraeducator I
- Paraeducator II
- School Support Staff
- Small Group Instructor
- Student Culture Coordinator
- Van Driver

B. Distance Learning Support. The District may require the following job classifications to support students with virtual distance learning by interacting with students in a breakout room led by certificated staff over zoom and/or contacting students/families for attendance and engagement purposes.

- Administrative Assistant
- Campus Relations Coordinator
- Instructional Aide
- Makerspace Tinkerer
- Operations Coordinator
- Outreach Coordinator
- Paraeducator I
- Paraeducator II
- School Support Staff
- Small Group Instructor
- Student Culture Coordinator

C. Student Wellness Checks. The District may require the following job classifications to provide student wellness checks during student material, technology, or meal delivery.

- Bus Drivers
- Van Drivers

10) 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.

11) Enforcement

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 4 in the Collective Bargaining Agreement, except as follows:

- A. "Grievant" shall only be the Labor Relations Representative and/or the Chapter 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 Level II – Superintendent or designee, Article 4, section 2.3 of the CBA.

12) Term of Agreement

- A. This agreement shall terminate on the date the State and County Health Officer issues a written declaration confirming that the County of San Mateo has reached Stage 4 of the Pandemic Road Map. Should any changes be made to the State Health Order or the San Mateo County Health Orders before Stage 4 is reached, 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).

Dated: 9/11/2020

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By: _____
Toni Stone, Director of Human Resources

Dated: 9/13/2020

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Randolph Jackson SR.
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Randy Jackson, President, CSEA Chapter 303

Dated: 9/14/2020

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