

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

This memorandum is agreed between Ravenswood City School District (“District”) and the California School Employees Association and its Chapter #303 (together “CSEA”) concerning the District’s response to the coronavirus (COVID-19) epidemic.

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:

- 1) Non-essential employees – The District may close some or all worksites in an attempt to comply with local efforts to prevent the spread of coronavirus. Consequently, 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.”
 - a. Non-essential employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure. Employees who are not ill, shall not be required to use paid sick leave or any other form of paid time off during such an eventuality.
- 2) Essential employees – Some CSEA bargaining unit employees may be designated by the District as “essential employees”. These employees may be required to report to a worksite during some or all of their regular shift , as needed. Essential employees may also be designated as “on-call” during the times of their regular shifts.
 - a. As of March 18, 2020, “essential” job classifications required to report to a worksite shall include some or all employees in the following classifications:
 - i. Accountant
 - ii. Audio Visual Technician
 - iii. Bus Driver
 - iv. Child Nutrition & Education Manager

- v. Child Nutrition & Education Worker
 - vi. Custodian
 - vii. Driver/Operator
 - viii. Maintenance Mechanic
 - ix. Network Specialist
 - x. Payroll Specialist
 - xi. Van Driver
 - xii. Warehouse Manager
- b. As of March 18, 2020, “essential” job classifications required to be “On-Call” shall include some or all employees in the following classifications:
- i. Administrative Assistant
 - ii. Administrative Secretary
 - iii. Carpenter/General Maintenance/Locksmith
 - iv. Grounds Specialist
 - v. Laborers
 - vi. Maintenance Electrician
 - vii. Sprinkler/Irrigation Mechanic
 - viii. Translator/Interpreter

This list is subject to change at the discretion of the District and upon reasonable advance notice to CSEA and the impacted employees.

- c. Essential “On-call” employees shall be notified by their Supervisor that they are designated “on-call” and shall make themselves available during the time of their regular shift, to perform their work duties at a worksite on an “as-needed” basis. On-call employees shall provide their supervisor with a preferred phone number which the Supervisor shall use to notify the employee to report to a worksite. On-call employees shall make every effort to respond immediately when they receive a phone call or text message from the District. In the event that an on-call employee misses a call or a text message from the District, the employee shall return the call within 30-minutes.
- d. Essential employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure. Employees who are not ill, shall not be required to use paid sick leave or any other form of paid time off during such an eventuality.
- e. When essential employees are engaged in work at a District worksite where they come into contact with members of the general public they will be permitted to use additional personal necessity leave from the unit member’s accumulated sick leave during the 2019-2020 fiscal year.
- i. Employees coming in contact with members of the general public for three (3) hours per day or less will be allotted an additional three (3) days of personal necessity leave to be used from the unit member’s accumulated sick leave during the 2019-2020 fiscal year.

- ii. Employees coming in contact with members of the general public for more than three (3) hours per day will be allotted an additional five (5) days of personal necessity leave to be used from the unit member's accumulated sick leave during the 2019-2020 fiscal year.
 - iii. The District shall rotate essential work as equally as possible, between employees in the applicable classification.
- 3) The District shall notify those bargaining unit employees which are initially considered "essential" as defined in the above paragraphs.
- 4) The District and CSEA recognize the importance of "social distancing" and that there are inherent risks to employees who share workspaces, even if no students are present. The District will train all bargaining unit employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). 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 which is considered private, such as personal, medical or confidential student information.
- 5) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found. The District shall not be required to disclose any information which is considered private, such as personal, medical or confidential student information.
- 6) In the event that a bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause, the employee may use available leaves without fear of reprisal. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus, such as those with vulnerable health conditions or those who are age 65 or older, shall be allowed to self-quarantine at no loss to individual leaves or pay.
- 7) The District recognizes that some working bargaining unit employees may request time off, due to coronavirus related reasons to care for children and/or health-compromised family members at home (e.g. closure of child's school, issues with caregiver provider, etc.). The District shall liberally authorize the use of sick leave, then other paid leaves for this purpose.
- 8) In the event the District seeks to add additional school days to this school year or next year, the District will seek to staff such additional days first by offering the work to unit members by order of seniority. Such work shall be compensated, at least the same, as during the regular school year. Before requiring any employee provide additional service on an involuntary basis, the District will negotiate further with CSEA.

9) This agreement shall terminate on the date that the State of Emergency, set forth by the Governor's Executive Order N-26-20 and Order of the Health Officer of the County of San Mateo dated March 16, 2020 which is effective on March 17 and continues until 11:59 p.m. on April 7, 2020, or until they are extended, rescinded, superseded, or amended in writing by the San Mateo Health Officer and/or the Governor's Executive Order is lifted or revoked.

Should any changes be made to the Governor's Executive Order and/or San Mateo County Health Officer Order, the Parties will meet and negotiate upon request of either Party.

Dated: 3/24/2020

By: 
Gina Sudaria, for the District

Dated: 3/25/2020

By: 
Randy Jackson, for CSEA, Chapter 303

Dated: 3/27/20

By: 
Mark Westerberg, for CSEA