

**Memorandum of Understanding between Pacific Grove Unified School District and
California School Employees Association Pacific Grove Chapter #229 Regarding the
COVID 19 Work Environment**

The Pacific Grove School District (“District”) and the California School Employees Association and its Pacific Grove Chapter No. 229 (“CSEA”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding issues related to the coronavirus COVID-19 and the opening of schools during the 2020-21 school year.

The parties agree that CDC (Centers for Disease Control), CDE (California Department of Education), CDPH (California Department of Public Health), Cal-OSHA, Monterey County Health Department, and the Office of Governor Gavin Newsom are hereinafter referred to as “Agencies.”

The parties agree that the PGUSD Planning for the Safe Re-Opening of Schools and PGUSD Operational Re-Opening Plan, hereinafter referred to as “District Plans”, are to support employee safety and working conditions.

The parties mutually agree to communicate the possible need for renegotiation of any significant impact and effects of any revisions or updates to these guidelines.

The parties agree to the following:

Health and Safety

- 1) The District shall follow health guidelines and orders, including but not limited to:
 - Maintaining appropriate changes to physical layout to maintain physical distancing in accordance with the Agencies recommendations.
 - The provision of many handwashing locations (soap and water, not sanitizer) and adequate time for employees to wash hands.
 - The provision of necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer if available).
- 2) The District agrees to maintain physical distancing standards in school facilities and vehicles in accordance to the District Plans. The District shall establish minimum physical distancing as required by the Monterey County Health Department and the California Department of Health, currently six (6) feet, between student workspaces and between employee workspaces. Distancing guidelines may be subject to change as those guidelines are amended by the Agencies. The District shall evaluate all workspaces so 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 or provide masks and a face shield.
- 3) The District agrees to provide other protective equipment, as appropriate for work assignments and as directed by the Agencies. The District shall make available to all bargaining unit employees any protective gear necessary to complete assigned tasks. If

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appropriate protective equipment is not available, alternative duties will be temporarily assigned. The District shall require the use of facial coverings (masks) in accordance with Agencies guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear another type of face covering. The District will have extra face masks in the event a unit member needs to replace their mask during the course of their work day. In accordance with the PGUSD Operational Plan, the District will provide soap for every sink, and hand sanitizer around every campus.

- 4) In accordance with the District's operational plan, the District shall clean and disinfect all workspaces daily including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the disinfectant recommended by federal, state, and/or local health officials during the coronavirus outbreak.
- 5) The District shall not require in-person staff meetings or professional development if the District cannot ensure the minimum physical distance recommended by the Agencies, currently six (6) feet, between all employees for the duration of the meeting and for entering/leaving the meeting.
- 6) The District shall notify CSEA of any new guidelines from the Agencies and shall negotiate the effects of implementing those guidelines.
- 7) In the interest of protecting community and workplace health, any employee may report in writing, any COVID related, 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.

8) Outside Visitors and Groups

In accordance with the District's Plans, the District shall require all students, employees (including substitutes), and visitors are checked for symptoms daily prior to entering school including temperature checks via no touch thermometers. Visitors with any symptom(s) consistent with COVID-19 shall be denied entry. In accordance with the District's operational plan, staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home.

9) Charter School Co-locations

Update facility use agreements to address unique circumstances during the COVID-19 crisis, ensuring that organizations that are using the same facility have agreed to the same

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understandings about how to reopen in a healthy and safe way. Establish a protocol for responding to site concerns regarding health and safety issues that arise during the pandemic that is collaborative and meets the needs of all stakeholders.

Work Hours, Duties, and Accommodation

10) During the full distance learning period, unit members may work remotely if job duties can be completed as per unit member's job description. The employee will need to meet with their immediate supervisor to establish a mutually agreed upon full or partial remote working plan. The employee may be provided with remote assignments if they are available or, if assignments are not available, shall be entitled to use leave entitlements (paid and unpaid) that the employee may have. If no remote assignments are available, before an employee is required to use leave, the District and CSEA will confer regarding other possible options. If provided with an alternative work assignment, the member will suffer no loss or increase of compensation or benefits associated with working out of class. Unit members placed in alternative work assignments shall be allowed to return to their original position. In the event a site or a portion of a site has to be quarantined, unit members will still be required to work remotely, if possible. Unit members shall not be required to use their sick leave during the quarantine period.

- Positions that cannot perform work remotely due to the nature of their work include:
 - Bus Drivers
 - Campus Supervisors
 - Custodians
 - Food Service Employees
 - Grounds
 - Maintenance
 - BASRP employees
 - Utility Workers
 - Noon Duty employees
- CSEA bargaining-unit employees who are working remotely may be required to report to work at a District site periodically. Any work performed on site will strictly adhere to the health and safety precautions outlined in this document.
- The District shall establish a weekly schedule for anyone working remotely that is going to be required to report to work at a District site. The schedule shall be posted no later than the last work day (before noon) prior to the scheduled week.
- While working remotely CSEA bargaining-unit employees are expected to be available during their normal designated working hours.
- The District agrees that District Administrators/Managers/Supervisors will minimize contacting CSEA bargaining-unit employees outside of their normal designated working hours.
- When unit members are directed to report to the worksite, the District shall take all appropriate health and safety measures regarding cleaning and disinfecting.
- Unit members who work remotely shall:
- Be expected to maintain a high quality and quantity of work

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- Provide assurance to their immediate supervisors that they have sufficient technology.
 - Maintain the confidentiality of all student and employee information.
 - Ensure that the environment from which they are working is professional, absent of distractions, and safe.
 - If any of the above requirements are not satisfied, the bargaining unit member may be required to work on their school site as determined by the site administrator and the appropriate District Director. CSEA will be informed before a unit member is required to return to work on the school site, and a reasonable and immediate effort will be made to rectify any unsatisfactory practices.
- 11) Upon student and staff return to campus, as directed by the Agencies and the tiered district Re-Opening Plans, the District 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. If reasonable accommodations are not practicable, the LEA should work with the employee to develop a mutually agreed upon work plan. The District agrees to initiate the interactive process for employees whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19. Upon receiving documentation from a medical professional, the District 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.
- 12) If reasonable accommodations are not practicable, the LEA should work with the employee to develop a mutually agreed upon work plan.
- 13) District agrees to give 48-hours’ notice prior to requesting an employee report back to their site
- 14) The employee, District Representative, and CSEA Representative agree to meet on any proposed changes to the bargaining unit work hours. If an agreement cannot be reached the parties agree to meet and negotiate the proposed work hour changes.
- 15) The District and CSEA acknowledge that California Education Code §45101(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 District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description during distance learning or hybrid learning.

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If no alternative work is available or if unit member declines, before an employee is required to use leave, the District and CSEA will confer regarding other possible options. If provided with an alternative work assignment, the member will suffer no loss or increase of compensation or benefits associated with working out of class. Additional duties may be required with the acknowledgement that duties will be re-evaluated, prior to transitioning to the next tier of the Re-Opening Plan, as outlined in the PGUSD Planning for the Safe Re-Opening of Schools and PGUSD Operational Re-Opening Plan. Examples of additional duties include but are not limited to:

- Helping wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards, performing temperature checks on students, staff, or visitors, and distribution of lunch and/or other meals for students.
- Positions that may be subject to additional and/or out of class duties include but are not limited to Instructional Assistants, Receptionists, Clerks, and/or Office Managers/Administrative Assistants, Career Techs, Campus Supervisors, Noon-Duty Aides, BASRP employees, Library-Media Techs II & III, Health Care Clerks, Bus Drivers, and Custodians.
- The District 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.

Food Service

- 16) The District shall comply with the Agencies recommendations/guidelines as outlined in the District's Plans. Link: [PGUSD Re-Opening Plans Website](#) (Food Service is currently on Page 24)

Transportation

- 17) The District shall comply with the Agencies recommendations/guidelines as outlined in the District's Plans. Transportation plan is forthcoming. Link: [PGUSD Re-Opening Plans Website](#)

Training on Hygiene

- 18) The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics, to be completed before any return to work on site:
- Proper PPE usage
 - Disinfecting frequency and tools/chemicals used in accordance with the Agencies guidelines/recommendations and the District Plans.

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- 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

Screening of Bargaining Unit Staff

19) The District agrees to maintain specific plans for health screenings and clear standards in accordance with the Agencies recommendations/guidelines, The District agrees to monitor staff and students throughout the day for signs of illness; send home staff and students in accordance to the agencies recommendations and District Plans. Consistent to Agencies recommendations/guidelines staff shall self-screen before leaving for work (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, check for symptoms outlined by public health officials) and to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.

20) Bargaining unit members shall be required to respond to screening questionnaire questions that are only based on CDC recognized COVID-19 symptoms, including but not limited to:

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| • Fever or chills | • Headache |
| • Cough | • New loss of taste or smell |
| • Shortness of breath or difficulty breathing | • Sore throat |
| • Fatigue | • Congestion or runny nose |
| • Muscle or body aches | • Nausea or vomiting |
| | • Diarrhea |

21) Temperature checks and questionnaires shall be performed in confidential manner, and screening records shall be kept confidential. The parties agree no employee discipline may occur related to screenings unless employee intentionally falsifies information, answers for another employee, or refuses to complete the screening. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and shall not be used to inquire into other medical conditions. The parties agree that screening shall be considered a part of the standard workday. No employee shall be required to be screened prior to their designated start time or after their designated end time.

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Testing and Tracing

- 22) The parties agree that when a student, teacher or staff member has symptoms, is in contact with someone infected, or is diagnosed with COVID-19 that the District will follow the most recent guidelines by the CDPH and County Health Department for testing, tracing, quarantine, staff and community notification, and school closure.
- 23) Upon learning of a positive COVID test result, the District will follow the County Health Department's direction and the District Plans.
- 24) The District shall follow CDPH and County Health Department direction provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19.
- 25) Within confidentiality and Privacy Laws, the District shall make every effort to notify CSEA of bargaining unit member who has been known to have been exposed to COVID-19.
- 26) All bargaining unit members will be encouraged to obtain free COVID testing at least two weeks prior to coming on site. The District and CSEA shall work cooperatively to obtain COVID-19 testing to be available within the city of Pacific Grove. In the event free testing becomes available to the District, testing shall be provided at no cost to the unit member. Employees who test positive shall notify the District immediately upon receiving the test results.
- 27) CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- 28) Temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. If no bargaining unit members volunteer then temperature taking duties will be assigned by the Supervisor. Participating bargaining unit members shall be trained in screening technique prior to screening, and provided necessary PPE.

Leave

- 29) Workers' compensation claims related to COVID-19 will be treated the same as all non-COVID-19 workers' compensation claims.
- 30) An accommodation process can begin when a unit member provides medical documentation of an underlying high-risk condition or resides with someone with documentation of an underlying high-risk condition or has complications surrounding lack of childcare. The District shall hold vulnerable populations harmless, including employees with a medical professional's recommendation, including to self-quarantine,

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to secure one's own health, or secure the health of one's household during the COVID-19 crisis.

31) Unit Members working on-site and remotely shall use vacation and sick leave per current CSEA Collective Bargaining Agreement.

HR 6201:

32) The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/2/20:

- a. 80 hours of paid sick leave for full-time employees (**pro rata for part-time**) at the employee's regular rate of pay (up to \$511 per day or \$5,110 in total) if:
 - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - ii. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- b. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day or \$2,000 total if:
 - i. The employee is caring for an individual subject to an order or advised to self-isolate;
 - ii. The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
 - iii. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

33) The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

34) The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.

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- 35) The parties acknowledge that these changes apply to District employees and that they may use any previously accrued sick and vacation leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.
- 36) **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 District facilities due to epidemic.
- 37) This MOU is subject to ratification by the bargaining unit of the Association.
- 38) Nothing in this agreement shall preclude the parties from modifying this MOU by mutual written agreement of the parties.
- 39) Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to Article X – GRIEVANCE of the Collective Bargaining Agreement.
- 40) This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.

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Mutually agreed upon on July 24, 2020

| District Signature | Negotiations Team Signature |
|-----------------------|-----------------------------|
| Date 8/4/2020 | Date <i>Billie Monkey</i> |
| <i>Jessie Jernick</i> | <i>Matt Kelley</i> |
| | <i>[Signature]</i> 8/3/2020 |
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