Tentative Agreement
Memorandum of Understanding between Santa Paula Unified School District (the District) and California School Employees Association and its Santa Paula Chapter #891 (CSEA) Regarding the COVID-19 Pandemic

The Santa Paula Unified School District ("the District") and the California School Employees Association and its Santa Paula Chapter #891 ("CSEA") enter into this Memorandum of Understanding (MOU) regarding the issues related to the coronavirus and specifically how they relate to in-person education for the 2020-2021 school year. The parties agree to the following:

1. Required Health & Safety Conditions for In-Person Instruction

   In-person instruction will continue for students at school sites with the following health and safety provisions as they relate to the safety of CSEA bargaining unit members:

   1.1. On all matters relating to health and safety procedures and protocols, with the exception of matters otherwise addressed in this agreement, the District shall adhere to COVID-19 requirements issued by the California Department of Public Health (CDPH), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), Ventura County Department of Public Health (VCPH), and the State of California.

   1.2. The District shall adhere to the State Public Health Officer Order of August 11, 2021. Pursuant to the order:

       1.2.1. The District shall verify the vaccine status of all workers.

       1.2.2. The District shall have a plan in place for tracking verified worker vaccination status and make available records of vaccination verification, upon request, to the local health jurisdiction for purposes of case investigation. All data collected will be stored electronically with password protection.

       1.2.3. The District will consider workers as unvaccinated if they are not fully vaccinated, or if their vaccine status is unknown or documentation is not provided.

2. Testing

   2.1. To comply with the Public Health Order, the District shall require CSEA bargaining unit members that have not provided verification that they have been fully vaccinated as described in 1.2.3 to undergo weekly COVID-19 diagnostic screening.

       2.1.1. Members who object to testing through the District testing program will meet with the Executive Director of Classified Human Resources or designee to complete a testing accommodation plan.
2.2. The District will ensure that all employees are given time to participate in the District testing program during their regularly assigned work hours. Times and locations will be clearly communicated and any changes to the times and/or location of the testing schedule will be communicated.

2.3. Upon notification that an employee or student has tested positive for COVID-19, the District shall initiate community engagement, in conjunction with local health department officials. The District shall inform in writing CSEA and all workers who may have been exposed or in close contact with the individual during the infectious period of their potential exposure 24 hours of having learned of the positive test.

2.4. The District shall maintain a clearly visible field on the home page of its website that reports all instances of positive cases at all schools and worksites. The District shall update this "dashboard" weekly.

3. Additional Unit Member Issues

3.1. COVID-19 Infections and Quarantine: All employees and students who test positive for COVID-19 shall be subject to quarantine in accordance with VCPH requirements.

3.2. Supplemental Paid Sick Leave: Retroactive to October 1, 2021, bargaining unit members who have tested positive and/or are subject to a quarantine or isolation period related to COVID-19, as directed by a health department or the District, will be entitled to supplemental paid sick leave.

3.2.1. Supplemental paid sick leave will be equal to employee’s current salary or hourly pay and will be compensated for time equal to their work assignment.

3.2.2. Supplemental paid sick leave will be available to employees for a period of up to 10 workdays starting on the first day of utilizing leave before accumulated sick leave is deducted.

3.2.3. No staff member who has tested positive for COVID-19 will be allowed to return to work without being released by the district safety personnel, and/or a medical doctor, and/or obtaining proof of a negative COVID-19 test within 48 hours of returning.

3.2.4. Working While Quarantined: If a classified employee is placed on quarantine by the health department or the district, the bargaining unit member to determine if they may request to complete their daily work assignment from home, without utilizing leave.
4. Term of Agreement

4.1. This memorandum of understanding expires June 30, 2022, unless both parties agree to an extension.

4.2. All components of the current Collective Bargaining Agreement, and any future agreement, will remain in full effect except for those provisions modified by the terms of this memorandum of understanding.

4.3. If required health and safety conditions change, either party may request to negotiate decisions or the impacts and effects of such decision as appropriate.

4.4. The District and/or CSEA reserve(s) the right to negotiate any additional impacts that may arise during the term of this memorandum of understanding.

For the District

[Signature]

Date: 10/4/2021

For CSEA

[Signature]

Date: 10/4/21 3:59pm