

**Salinas City Elementary School District  
and the  
California School Employees Association, Chapter 149**

**MEMORANDUM OF UNDERSTANDING**

**August 7, 2020**

This memorandum is agreed between the Salinas City Elementary School District (“District”) and the California School Employees Association (“CSEA”), and its Chapter 149, collectively known as the “Parties”, concerning the District’s response to the coronavirus (COVID-19) epidemic and the transition into the first phase of reopening District facilities.

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 classified staff and teachers. We 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. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

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

1. 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. CSEA and the District shall retain confidentiality as required by federal privacy rights and directives by the health department.
2. The District will inform its employees of public health measures, hygiene, and sanitation to help prevent the spread of the virus (e.g. –California Department of Public Health (CDPH), California Department of Industrial Relations Division of Occupational Safety and Health(CAL-OSHA guidelines) and the Monterey County Health Department (MCHD) and will ensure that its facilities have the necessary supplies for preventive sanitation measures. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another’s health at risk).
3. **Leaves:**
  - a. In the event it is necessary for a CSEA bargaining-unit member to self-quarantine because they were exposed to coronavirus at a District facility as determined by appropriate investigation, that employee shall be allowed to self-quarantine at no loss in personal leaves. An employee who is physically able to continue working, may be assigned to work remotely (from home) by the District whenever possible or practical.

- b. If an employee travels outside of the country, before returning to work, the employee is required to self-quarantine for fourteen (14) days and shall be entitled to all the leaves as described in the CSEA/SCESD contract (CBA) and all other federal, state, and local leaves, as well as the use of any accrued sick and or vacation leaves.
- c. Upon receipt of a positive test, such employee shall be entitled to all the leaves as described in the CBA and all other federal, state and local leaves, as well as the use of any accrued sick and or vacation leaves.
- d. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so. Employees will be prepared to present medical or other documentation upon request by the District.

**4. Dependent Care Issues Related to COVID 19:**

- a. Those who have dependent care needs may utilize all available leaves, to include accrued sick time and vacation time as well as all provisions for leave under the Families First Coronavirus Response Act (HR 6201).
- b. An employee may request to work remotely. The employee must provide verifiable reasons, including but not limited to medical documentation when appropriate, for the request to Human Resources who shall convene a meeting with the supervisor and the employee. The District shall determine if the remote work is feasible.

**5. Facility Closures:**

- a. If the District is required to close a work site or work area (i.e. deep cleaning, positive case metrics), the staff normally assigned to that space shall continue to be paid while their work space is closed for every day within each employee's regular work year calendar.
- b. Should the District's facilities need to reclose all or part of its facilities due to a new "shelter in place" order, the District will work with CSEA to continue the support of student educational needs by providing remote work.

The District will continue to pay bargaining-unit members as identified in SB 77 for every day within each employee's work year calendar even if the District closes all or part of its facilities and prohibits or limits access to those facilities by staff. For bargaining unit classification not included in SB 77, the District will work with the bargaining unit to determine possible solutions that would keep bargaining unit members employed.

- c. CSEA agrees that it may occasionally be necessary, in emergency situations, to contract with a third party to assist with deep cleaning/sanitation of a specific work site.

6. **Wellness Screenings – Staff:** Employees are required to complete a wellness screening by following the guidelines below every day they are required to report physically to a District facility.

- a. Each worksite shall have an employee who is designated as the primary “safety agent”, in addition to other employees who shall serve as a backup. All of the safety agents shall be trained by the District prior to performing the duties. Safety agents shall conduct wellness screenings as detailed in this agreement.
- b. Employees are required to complete a wellness screening and a temperature check every day they are required to report physically to a District facility.
- c. Upon arrival and prior to reporting to their work station or any other area of the work site, employees shall report to their assigned safety agent for screening. The safety agent shall ask questions that are based on CDC recognized symptoms. Employees shall not be required to answer any questions that are in violation of federal privacy rights. If an employee answers “yes” to any of the screening questions, the employee is required to call their supervisor and report that they cannot come into the District’s facility. The employee shall return home and await direction from the District.

d. **Temperature Checks:**

- Employees shall have their temperature taken upon arrival at the workplace. The safety agent shall conduct the temperature check. If the District provides remote temperature sensors, employees shall pass by the remote temperature sensor, upon arrival.
  - Employees shall be subject to a visual inspection for signs of illness, which could include flushed cheeks or fatigue and be confirmed not to be experiencing coughing or shortness of breath.
  - If an employee’s temperature is at 100.4 or above or shows symptoms, then the employee shall go to the designated isolation area, call their supervisor, return home if they are able, and await direction from the District.
  - Safety agents shall wear personal protective equipment (face shield, mask, disposable gloves). Safety agents shall retain confidentiality of any information received while performing wellness screenings.
- e. Screening records shall be kept confidential, accessed only by Assistant Superintendent of Human Resources/Designee and shall be destroyed after 30 calendar days.

- f. An employee who willfully disregards the directive to complete a wellness screening or have their temperature screened may be subject to discipline. Wellness screenings shall be considered a part of the standard work day and no employee shall be required to be screened prior to their designated start time.
- g. In the event an employee exhibits symptom(s) consistent with the coronavirus while working at a District facility, the employee shall be sent home immediately, if able. If not able, the employee shall be placed in an isolation area until the employee's emergency contact can be notified to arrange for transport home or emergency transport (911) depending on the situation.

7. **Personal Protective Equipment (PPE):** The District shall provide sufficient personal protective equipment to comply with the California Department of Public Health (CDPH) and CalOSHA guidance for staff appropriate for each classification or assigned duty.

- a. The District shall implement a plan for the ongoing supply of protective equipment.
- b. The District shall require appropriate face covering in accordance with State and Local health guidelines and orders (i.e. masks or face shields) for every person on site, including students and visitors. Staff who do not comply shall be subject to discipline. Public (i.e. visitors, parents, outside essential employees, vendors, contractors) who do not comply shall be ordered to leave District facilities.
  - Employees who cannot wear a mask and are excused in writing by a medical professional that there is a medical contraindication, employees may provide their own face shields with neck drapes that are tucked into their clothing.
- c. For safety agents engaged in symptom screening: Masks, goggles, and disposable gloves OR face shields, masks, and disposable gloves.
- d. For custodial staff or others performing "sanitizing duties":
  - **Surface cleaning:** Masks, gloves appropriate for all cleaning and disinfecting
  - **Deep cleaning and disinfecting:** Appropriate PPE for COVID-19 disinfection (i.e. disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions
- e. For all other staff including food service staff:
  - Face coverings and disposable gloves
- f. In lieu of using District-provided PPE, employees may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- g. If the District fails to provide sufficient PPE for the day, employees without PPE will be sent home for the day. Employees sent home due to lack of PPE will receive their full pay.

8. **Sanitation Measures:** The District shall provide necessary supplies for preventive sanitation measures such as soap and water, disposable towels or tissues, and hand sanitizer. The District supports employees sanitizing hands throughout the work day by washing with soap and water or using hand sanitizer.
9. **Physical Distancing (aka social distancing):** The District agrees to mandate physical distancing standards in all facilities and vehicles including but not limited to implementing plans incorporating the following components:
  - a. In accordance with Cal/OSHA guidelines, evaluate all work areas to ensure that employees can maintain six feet of distance between themselves and others; limit the number of people in all work spaces to the number that can be reasonably accommodated while maintaining this distance or the current CDC guidelines.
  - b. Avoid congregation of staff in work environments, break rooms, staff rooms and restrooms and to the extent possible, minimize the movement of staff as much as possible.
  - c. In a circumstance where sufficient physical distancing is difficult or impossible, such as when employees ride in the same vehicle or students enter or exit a school bus in proximity to the bus driver, all individuals, including students, must wear face coverings that cover the mouth and nose consistent with public health guidance.
  - d. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces and separate employees from students/visitors.
10. **Reporting Unsafe Conditions:**
  - a. In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor and/or Human Resources.
  - b. 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.
  - c. All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe as determined by CDPH, MCHD, and/or CalOSHA (the strictest definition), by notifying their supervisor in writing of such refusal and the basis therefor. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

11. **Job Descriptions:** The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties (included in job descriptions). However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit employees may be asked to perform duties not currently contained within their current job description. To that end, the District and CSEA agree that any changes to assignments due to COVID 19 are 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. All temporary transfer of duties shall be negotiated.

**Due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit employees may be asked to perform duties not currently contained within their current job description.**

12. **Staffing Assignments and Schedules (effective August 10, 2020):**

- a. **School Site Office Clerical (Secretary, Typist Clerk, Health Technician):** The school site shall be allowed flexibility in staffing with the goal of a minimum of two clerical employees during each shift; the clerical staff may either, 1) work their regularly assigned schedules, or 2) rotate the days that each will be on site or, 3) create a daily schedule that allows for flexibility in start/end times; each site's schedule shall be approved by the Principal and reported to Human Resources no later than August 14, 2020. In the event that two regular clerical staff are not present, the Parent Coordinator may be assigned to assist.

The Health Technician shall be assigned as the primary "safety agent" at each site with both other clerical staff trained as backups.

- b. **Parent Coordinator:** Parent Coordinators shall work with the school site office team to provide assistance and backup as needed; they shall work their regular schedules; they shall continue to provide their regular services to families and shall be given as much notice as possible if needed in the school office.
- c. **Para-educator I and II, III:** Para-educators shall continue to work their regularly assigned schedules. Para-educators may provide services from a remote location (home) or at their school site classroom. The staff shall be assigned to a specific student(s) during all scheduled virtual sessions as described below, including working with students without a teacher present. Staff may also be assigned to a classroom setting with students at a site when childcare programs are developed.
- **Scheduling Virtual Classrooms and Meetings:** Teachers will provide Paraprofessional staff with the schedules for virtual classroom sessions and meetings for the upcoming week, on Fridays. It is understood that occasionally last minute changes to the schedule will be required and that the Paraprofessional



will be provided as much notice as possible of such schedule changes within the work day.

- **Meetings with Teachers:** Paraprofessionals will support their assigned teacher(s) and/or service provider(s) (i.e. Speech Therapist, school psychologist) by participating in scheduled virtual, conference call, and/or telephonic meetings scheduled by the teacher and/or service provider. It is expected that CSEA members will be available during their regularly scheduled days and hours and that teachers and service providers will communicate with Paraprofessionals as needed while respecting that providing service remotely is challenging. Paraprofessionals may contact their assigned teachers/service providers as necessary to facilitate communication.
  - **Virtual Classrooms:** Support for distance learning may require that Paraprofessionals **participate** in virtual classroom sessions hosted by their assigned teacher **or to host virtual classrooms with their assigned student(s) by video conference**. Prior to participating or hosting a virtual classroom, the Para-educator and teacher will collaborate over the lesson plans developed by the teacher and discuss how the Para-educator will either support or report back to the teacher. Para-educators will be supported by their classroom teacher as needed.
  - **Special Education Assignments:** Staff who are assigned to provide support for students who attend mainstream classes shall continue to follow their students, virtually.
  - **Pre-School, BEST, EDC:** The District is developing a program to provide services for students in person during the school day at school sites. The District and CSEA shall work together to determine staffing.
  - **Student Support:** Para-educators will support teachers who have developed and implemented distance learning plans by supporting students' understanding that will allow the students to complete assigned lessons. This may include clarification of the directions, breaking down problems, or other duties related to tasks that would be normally be done in a classroom.
- d. **Supervisor One to One:** Supervisors may be assigned to provide child care services at school sites with students in classroom settings; may also be assigned to assist with distribution of meals and educational materials; daily work schedules shall be established with each employee to meet the needs of the District.
- e. **Information Technology:** Staff shall continue to work their regularly assigned schedules except that a temporary virtual "help desk" shall be implemented for an evening shift from 12:00 PM – 8:00 PM including a 30 minute paid meal break, Monday–Thursday, with regularly assigned hours on Fridays. The evening shift shall be staffed as follows: 1) volunteers shall be sought, 2) if more than one employee volunteers, the most senior shall be assigned, 3) if there are no volunteers, then the

least senior employee shall be assigned for the first two consecutive weeks, and then in ascending order of seniority, each employee shall be assigned for two weeks.

- f. **Food Service (Cook, Associate, Attendant):** Student meals will be distributed twice per day, currently scheduled Monday – Friday from 10:30 – 1:00 and from 3:30 – 4:30; staff shall report to their assigned site and work their regularly assigned hours.
- g. **Food Service Meal Clerks:** Clerks shall assist with meal distribution at their assigned sites; the Director shall work with each Clerk to determine daily work schedules ensuring that the food service assignment does not interfere with other job assignments and providing additional hours as necessary; Clerks shall complete the “ServSafe Takeout COVID 19 Precautions” training no later than August 14, 2020 (this training shall not be required on a permanent basis).
- h. **Breakfast Monitors:** The job description shall reflect that these positions are a part of the Nutrition Program; staff may be assigned to assist with meal distribution; the Director shall work with each Breakfast Monitor to determine daily work schedules ensuring that the food service assignment does not interfere with other job assignments and providing additional hours as necessary.
- i. **Custodian:** Custodial staff who regularly work an evening shift and who receive a shift differential shall be assigned to a day shift. Custodians on a day shift, shall not be provided a shift differential. The day shift shall be 9:30 AM to 6:00 PM with a 30 min meal break. In the event that an employee cannot continue to work the day shift, the District shall work the employee(s) to arrange appropriate accommodations.
- j. **Head Custodian:** Head Custodians shall work 6:30 AM to 3:00 PM. The Head Custodians shall coordinate the work of additional classified staff who will be assigned to assist with sanitizing and basic grounds tasks.
- k. **Bus Drivers:** Drivers may be assigned to assist with food service meal distribution at school sites or by transporting meals to community distribution points and shall work on a 9:00 AM to 5:00 PM shift; Drivers shall volunteer, in seniority order, for the driving assignments; additional duties may be assigned to Drivers, through discussion with CSEA, including but not limited to basic grounds duties (e.g. weeds, trash), custodial (e.g. sanitizing), food bank distribution.
- l. **Vehicle Riders:** Riders shall assist Bus Drivers with transport and meal distribution at community locations, and food bank distribution as assigned. The District and CSEA will work together to determine additional assignments.
- m. **Campus Supervisors:** Supervisors shall assist with student meal distribution, Chromebook and distribution of other educational materials. The District and CSEA will work together to determine additional assignments.



- n. **Library Technicians:** Library Technicians shall report to their regularly assigned sites to work their regularly assigned times; staff shall assist with Chrome book distribution/collection; initial diagnosis of returned “broken” Chrome books, and assist with distribution of student “curriculum”, books, work packets; staff volunteers may begin their work year on Aug 3, 2020 with the additional five work days either paid or credited to each employee as compensatory time, at the employee’s discretion. Additional duties may be assigned such as providing virtual book fairs and providing story time through virtual media.

The District is developing a remote technology support “help desk” for parents; Library Technicians may be assigned to assist and provide services.

- o. **District Office Staff (HR, Business, Ed. Services):** Staff shall work their regular hours and may be assigned to rotating schedules and be allowed to work remotely when not assigned to be on site.
  - p. **Migrant Education:** Staff shall work their regular hours and may be assigned to rotating schedules and be allowed to work remotely when not assigned to be on site.
  - q. **All Other Classifications:** Any classifications or employee groups not included in this agreement shall continue with their regular assignments until specific temporary changes in assignment or hours are determined between the District and CSEA.
13. **Technology Access:** Any remote work (from home) arrangement is subject to the approval of the District. The District shall provide to employees who are assigned to perform work remotely (i.e. home) with the appropriate technology including Chromebook, and/or hotspot (internet). The District shall provide a cell phone stipend of \$40.00 per month to staff who have limited minutes on their personal cell phone who are required/directed to use a telephone to conduct District business and who are not provided a District cell phone.
14. **Training:** The District will provide training for employees to use applications necessary for their individual assignments (i.e. Google Classroom, Zoom, Google Meet). Training will include security protocols.
15. **Telecommuting Agreement:** Employees assigned to work remotely shall sign and have on file with the District the Telecommuting Agreement. The Parties have agreed to the Telecommuting form (attached) and provide it to employees upon completion.
- a. While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available during their normal designated working hours.
  - b. The District agrees that managers, teachers, and service providers shall not contact CSEA bargaining-unit employees outside of their normal designated working hours. If a District manager, teacher, or service provider does attempt to contact a CSEA bargaining-unit employee outside of their normal designated working hours that employee is not required to answer or return the call until the next business day.

- c. While CSEA bargaining-unit employees are expected to be working and available during their normal designated working hours, no CSEA bargaining-unit employee will be expected to answer every phone call received. However, CSEA bargaining-unit employees are expected to return phone calls received within a reasonable amount of time (within the same working day if the call can be made within the work day).
  - d. While CSEA bargaining-unit employees are expected to be working and available during their normal designated working hours, no CSEA bargaining-unit employee will be expected to immediately answer every email received. However, CSEA bargaining-unit employees are expected to return emails received within a reasonable amount of time (within the same working day).
16. **Access to Facilities by Public (Non-Staff):** The District agrees to adopt the CDPH, MCHD, and/or CalOSHA (the strictest) recommendations as to access by parents, students and other persons not on school staff, which state, at a minimum, face coverings shall be worn. The District agrees to develop a plan to minimize access to facilities, and limit non-essential visitors, facility use permits, and volunteers and exclude from access any visitor, staff, student, parent/guardian/caregiver showing symptoms of COVID-19 (i.e. only one member of the public in an office at a time).
17. **Closure for Disinfecting:** The District agrees to temporary closure and deep-cleaning of a site upon learning that an infected person(s) was present at a District facility, within a timeframe that the person(s) is deemed to have been “contagious” by current CDPH and or MCHD guidelines.
18. **Staffing Changes:** If there is a need for the District to change this staffing agreement, the District shall notify CSEA prior to implementation and CSEA shall notify the District if there is a desire to negotiate over those changes. If it necessary to negotiate, the Parties shall meet. However, if CSEA does not respond to the District within 48 hours of the notice, the District shall implement, and negotiations shall take place afterward, if requested by CSEA.
19. **Payroll:** Miscellaneous time shall be paid and included in the regular end of the month payroll, effective with the August 2020 payroll. This change will decrease payroll taxes for the employees, will create a quicker turnaround for payment of hours worked, and allow for automatic deposits. Miscellaneous pay reporting dates may be adjusted by the business office.
20. The District and CSEA agree to meet and confer twice a month during the pandemic to discuss concerns and negotiate over any additional impacts. If the Parties cannot resolve any issues, then provisions of paragraph 21 shall be implemented.
21. **Violations of Agreement:** Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article XIII of the CBA, except as follows:

- a. Definition of a grievant: Only CSEA can be the grievant, not an employee or group of employees.
  - b. Definition of a grievance: A "grievance" does not require CSEA to be "adversely affected" in order for a grievance to be filed regarding an alleged violation, misapplication or misinterpretation of a provision of this Agreement.
  - c. After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to the final step of the grievance process.
  - d. CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this MOU is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District.
  - e. Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon between CSEA and the District.
  - f. The Arbitrator's decision on any grievance filed on an alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be final and binding upon CSEA and the District.
22. **Term of Agreement**: The terms of this MOU shall end on June 30, 2021 or the date that the CDPH and or the Monterey County Health Department lifts protective measures due to COVID 19, whichever is earlier. In the event that protective measures are lifted prior to June 2021, the Parties shall meet to negotiate over a transition. In addition, the Parties shall meet to negotiate further terms for the full reopening of District facilities, including the return of students to any type of instructional setting.

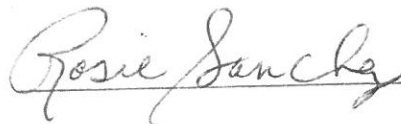
For the District:



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For CSEA Chapter 149:



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