

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

MEMORANDUM OF UNDERSTANDING

August 6, 2021

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 ongoing 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 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.

For detailed information on the specific protocols for staff that are in place following the CalOSHA guidelines, please go to [https://docs.google.com/document/d/1S6Yppyau4WHdMJU-6DV0x\\_MLNzWU2sEISU-gOzx8oAc/edit?usp=sharing](https://docs.google.com/document/d/1S6Yppyau4WHdMJU-6DV0x_MLNzWU2sEISU-gOzx8oAc/edit?usp=sharing)

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, following the most up to date guidelines from CalOSHA.
2. The District 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.

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- b. 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.
  - c. Bargaining unit members who must be absent due to COVID-19 exposure of their child 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. An employee may be assigned to work remotely if they must quarantine due to COVID-19 exposure. The District shall determine if the remote work is feasible.
  - e. 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. **Facility/Work Space Closure:** Based on COVID-19 District protocols, a work space may be closed. In these cases, the current procedures (see CPP) will be followed. If the protocols call for an employee to quarantine, refer to Section 3, Leaves.
5. **Wellness Screening:** All employees are expected to self-screen on a daily basis before arriving at work. Any symptoms must be reported to the immediate supervisor.
6. **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 a school 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.
    - i. District facilities, where students do not attend (ie District Office or 39 Clark St.), may not require masking for vaccinated staff.
  - Employees who cannot wear a mask and are excused in writing by a medical professional that there is a medical contraindication, shall provide the medical note to the Human Resources Department for possible accommodation.
  - c. 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

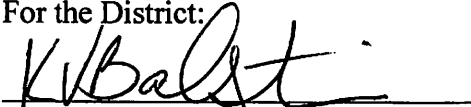
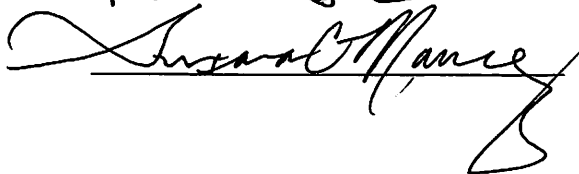
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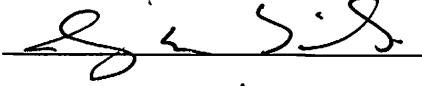

protection to the PPE provided by the District.

- d. 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.
7. **Reporting Unsafe Conditions:** 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 without retaliation.
8. **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.
9. **Payroll:** Miscellaneous time shall be paid and included in the regular end of the month payroll. This change will create a quicker turnaround for payment of hours worked, decrease the need for person to person contact and allow for automatic deposits. Miscellaneous pay reporting dates may be adjusted by the business office.
10. **Term of Agreement:** In the event that protective measures are lifted prior to January 2022, the Parties agree to end this agreement. In addition, the Parties shall meet to negotiate further should any added protective measures be necessitated by updated guidelines.

For the District:

  
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For CSEA Chapter 149:

  
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