

**PROPOSAL FROM
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS REED CHAPTER
NO. 448 TO THE REED UNION SCHOOL DISTRICT REGARDING RETURN
IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT**

This memorandum is agreed between Reed Union School District and the California School Employees Association and its Reed Chapter No. 448 (together “CSEA”) concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

The District and CSEA recognize the importance of adhering to state and county health orders put forth to support students, staff and community health. In the reopening of schools, the parties agree to the principles of fostering student learning and progress, maintaining positive, healthful learning environments, supporting emotional health of all community members, and caring for most vulnerable populations. In their commitment to these principles, the parties have worked together and developed the agreement detailed below:

Safety and Personal Protective Equipment

1. The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited incorporating the following concepts:
 - ✓ The District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible. Physical guides such as tape on floors, or signs will be implemented.
 - ✓ Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six (6) feet of distance between individuals, or current Marin County Public Health recommended distance. In a circumstance where sufficient physical distancing is difficult or impossible, such as during passing periods, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidance.
 - ✓ To the extent possible, and as recommended by the Marin County Public Health, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and educators or staff as much as 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.

2. The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. If appropriate protective equipment is not available, employees will not be required to work. Protective equipment includes, but is not limited to:
 - a. For staff engaged in symptom screening-
 - i. Physical barriers (such as a plastic partition), surgical masks, face shields with bibs, disposable gloves and no-touch thermal scan thermometers.
 - b. For front office and food service-
 - i. Physical barriers (such as a plastic partition)
 - ii. Face coverings/face shield with bib, and disposable gloves
 - c. For custodial-
 - i. **Surface cleaning**
 - Masks, gloves appropriate for all cleaning and disinfecting
 - ii. **Deep cleaning and disinfecting**
 - Appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions when working with COVID suspected individuals.
 - d. For IAs, librarians, and other special services or technical employees-
 - i. Face coverings, face shields with bibs if participating in instruction support and disposable gloves.
3. The District will develop reasonable procedures and schedules to ensure increased frequency of routine cleaning and disinfecting.
4. The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, no-touch trash cans and paper towels. The District will provide employees with opportunities to meet handwashing frequency guidelines.
5. Signs in relevant languages will be posted by the District in visible locations throughout various worksites messages that promote everyday protective measures and describe how to stop the spread of germs (such as properly washing hands and wearing a face covering.)
6. The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis and agrees to make updates accessible to employees and parents.
7. Determine COVID-19-point person for the District, and for each work site; this person shall be a management level employee of the District who shall have authority to enforce the safety provisions of the IIPP, State and local Public Health Orders, and this MOU. The District shall inform CSEA of the initial and any subsequent changes in these point persons within 48-hours of appointment/designation by the District.

8. The District will follow state and county guidelines to provide training and information to all bargaining unit employees in safety protocols, public health measures, hygiene, and sanitation to help prevent the spread of the virus.

Entry to District School/Work Sites

1. The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.
2. The District agrees to maintain specific plans for health screenings and clear standards in accordance with Marin County Public Health guidelines. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and will not be used to inquire into other medical conditions. Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms (i.e. fever, chills, cough, difficulty breathing, sore throat). Temperature checks and questionnaires shall be performed in a confidential manner, screening records shall be kept confidential.
3. No employee will have their accrued leave deducted if they do not pass a safety screening (temperature at or above 100.4° F, cough or other COVID-19 symptoms).
4. Before the District assigns the new task of screen students for COVID-19 symptoms, the District shall notify CSEA in writing of the proposal and the parties shall meet to negotiate the decision and effects. Participating bargaining unit members will be trained in screening technique prior to screening. (Is this the backup person at each site?)

Reporting Unsafe Conditions or Work Issues Related to COVID-19

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment, or work issue related to COVID-19 to the immediate supervisor and/or designated COVID-19 point person either at the site or for the District. The supervisor or designated COVID-19 point person shall, respond to the employee and CSEA, informing them of the remedial action. 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.

All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, while at their worksite, by notifying their supervisor in writing of such refusal and the basis therefore. 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).

Testing and Tracing

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.

Leaves and Accommodation:

Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

Unit Member care for self:

A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

For unit members to care for others:

A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

District will initiate the interactive process for employees whose physician designates them as "high risk" or "vulnerable" to COVID-19 symptoms, and may offer options (such as telework, modified job responsibilities) for these at-risk employees that limit their risk to exposure. If there is no district work that can be provided in this manner, the employee will be placed on the 39 month rehire list.

Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

In the event a bargaining unit member is unable to return to work because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, the District will work with the member to utilize accrued leave balances. If an employee exhausts all available leave, they may request to be placed on an unpaid leave of absence. If an employee is granted an unpaid leave due to their own high-risk condition, they will receive their district provided coverage of the Kaiser medical single plan option for the employee only for the 2020 – 2021 school year. If an employee is

granted an unpaid leave due to a high-risk family member, they will not receive a district contribution toward health benefits.

Return Personnel

1. The District and CSEA agree that CSEA bargaining-unit employees in the classifications listed below shall be required to report to work at their regularly assigned site for the 2020-2021 school year:
 - a. Resource Specialist Aide
 - b. Instructional Aide / Yard Duty
 - c. PE Assistant / Learning Center Aide / Instructional Support Aide - Technology / STEAM Lab Aide
 - d. English Learner Aide / Special Education Clerk / Media Specialist / School Custodian / Information Services Department Secretary / School Secretary
 - e. Maintenance / Grounds / Custodial Assistant
 - f. Special Education Paraprofessional - Behavioral Aide / Physical Disability Aide
 - g. Information Services Assistant / Executive School Secretary
 - h. Maintenance Engineer & Groundskeeper / Groundskeeper & Maintenance Engineer
 - i. Health Specialist
2. The District and CSEA agree that CSEA bargaining-unit employees in the classifications listed below may be allowed to telecommute (work from home) until otherwise determined in order to help maintain necessary social distancing requirements for the 2020-2021 school year:
 - a. Data Manager
 - b. System Administrator
 - c. Senior System Administrator

Duties

1. 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 and are in agreement as follows:
 - a. Resource Specialist Aide: May be asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. May be asked to perform temperature checks of students, log and report the same. May be asked to accompany students who must leave the classroom to go elsewhere on campus, meet with a parent for early pickup, and bio-breaks.

Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet). Assist in distribution of meals to students in classrooms.

- b. Instructional Aide / Yard Duty: May be asked to help wipe down and disinfect items on the yard, including balls and other exercise equipment, on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. May be asked to perform temperature checks of students, log and report the same. May be asked to accompany students who must leave the classroom to go elsewhere on campus, meet with a parent for early pickup, and bio-breaks. Assist in distribution of meals to students in classrooms.
- c. PE Assistant / Learning Center Aide / Instructional Support Aide - Technology / STEAM Lab Aide: May be asked to help wipe down and disinfect items on the yard, including balls and other exercise equipment, on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. Provide in-class stress management and mindfulness exercises for students and/or support social/emotional learning routines/curriculum. Monitor students in isolation rooms. Assist in distribution of meals to students in classrooms. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet).
- d. English Learner Aide / Special Education Clerk / Media Specialist: May be asked to help wipe down and disinfect items on the yard, including balls and other exercise equipment, on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet). Assist in distribution of meals to students in classrooms.
- e. School Custodian: May be asked to perform additional deep cleaning tasks associated with COVID-19 prevention, including but not limited to electrostatic/fogging (provided equipment and instruction are provided). Assist in distribution of meals to students in classrooms.
- f. Information Services Department Secretary / School Secretary: Data entry and/or record keeping associated with required COVID-19 related record keeping. Sanitize equipment before issuance and upon return. Support distance learning via technology.
- g. Maintenance / Grounds / Custodial Assistant: Installation and maintenance of COVID-19 related fixtures on work sites.
- h. Special Education Paraprofessional - Behavioral Aide / Physical Disability Aide: May be asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. May be asked to accompany students who must leave the classroom to go elsewhere on campus, meet with a parent for early pickup, and bio-breaks. Assist in on-line instruction including real-time meetings with students via interactive

- technologies (District to provide technology, including computer and camera, and internet). Assist in distribution of meals to students in classrooms.
- i. Information Services Assistant / Executive School Secretary: Recording and maintaining data associated with COVID-19 related wellness checks, communicating with parents regarding student's wellness including but not limited to timely completion of required health surveys, and/or omissions and/or clarifications related to information supplied in required health surveys. Correspondence regarding COVID-19 tracking and/or quarantines necessitated by potential exposure to COVID-19.
 - j. Maintenance Engineer & Groundskeeper / Groundskeeper & Maintenance Engineer: Installation and maintenance of COVID-19 related fixtures on work sites.
 - k. Health Specialist: Wellness checks of students and/or staff who are placed in isolation during a school day; monitor isolation room(s). Communication with parents about the current health of their student(s) who are on campus.

The parties agree that COVID-19 related safety tasks are to be given priority over other duties. Bargaining unit members will not be disciplined or negatively evaluated when workload from performance of these COVID-19 related duties impacts their ability to complete other, lower priority duties during their regular work shift.

- 2. 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.

Curtailment of Operations

In the event the District closes any facility, or any District operations are curtailed, due to COVID-19, unit members who report to a traditional worksite for duty as assigned by the District, or are directed by their supervisor to stay at home (whether or not they are working remotely), will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment due to COVID-19.

Information and Further Negotiation

The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

Compliance with further governmental orders

The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state, county or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.

Duration of Agreement:

This agreement shall remain in effect through June 30, 2021.

(Grievance procedures already bargained in the contract)

Dated: 9.30.2020

By: 
For District

Dated: Sept 4, 2020

By: 
For California School Employees Association

Dated: Sept. 3, 2020

By: 
For California School Employees Association