

MEMORANDUM OF UNDERSTANDING
BETWEEN
UPLAND UNIFIED SCHOOL DISTRICT
AND
UPLAND TEACHERS ASSOCIATION
REGARDING COVID-19 CORONAVIRUS

March 30, 2020

The Upland Unified School District (“District”) and Upland Teachers Association (“Association”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the Coronavirus COVID-19 (“COVID-19”).

The parties recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from COVID-19 during the 2019-2020 school year.

The parties agree to the following:

1. In the event of emergency school closures, unit members shall work remotely and perform professional duties equivalent to their employment assignments for the duration of the emergency school closures.
2. Unit members shall have flexibility Monday through Friday to perform their professional duties. This daily flexibility is at the sole discretion of the unit member.
3. Unit members shall be available via phone and/or online, when necessary, during normal school hours, for the duration of the emergency school closures.
4. Unit members that are required to engage with students/parents online during school closures will be provided with appropriate hardware, software, Internet access and training.
5. Unit members shall determine the content of and method of providing for distance learning based on his/her resources and his/her students’ grade level(s), abilities and nature of the course(s), while continuing to adhere to the current California state subject matter and grade level standards and frameworks as well as the California Education Code and UUSD Board Policy.
6. Unit members shall not be required to perform work outside of the normal Monday through Friday work hours.
7. Working remotely shall not change a unit member’s employment status or seniority status.
8. Unit members shall not be required to make up any meetings, duties, extracurricular or co-curricular assignments that are cancelled as a result of the emergency school closures.
9. Unit members’ compensation, including all stipends, and benefits shall not be reduced during an emergency closure.
10. Unit members unable to be at a worksite on March 16, 2020 shall be paid at their normal daily rate and shall not have a day of sick leave deducted from the unit member’s sick, personal or extended illness leave.

11. Unit members shall not be directed or required to report to their worksite(s) while the worksite(s) is/are closed to students, unless in preparation for schools re-opening and under the conditions set forth in #15 below. Unit members who wish to visit their worksites while the schools are closed shall notify the site administrator in advance by email or text message.
12. Employee observations, evaluations and related components shall be paused for the duration of the emergency school closures. The parties agree to negotiate the impact of the emergency school closures on Article 18.
13. In the event school closures need to extend beyond May 1, 2020, unit members shall be notified by email or phone call.
14. Unit members who may have been or were potentially exposed to COVID-19 and are required to be quarantined or self-quarantine while schools in the District are open shall be placed on paid leave, which shall not be deducted from the unit member's sick, personal or extended illness leave.
15. The District will ensure that all schools' common areas, workstations and every classroom is cleaned and sanitized before staff is brought back to work and that every common area, workstation and classroom is cleaned and sanitized every day for the duration of the outbreak while schools are open.
16. The District will provide hand soap in every bathroom and hand sanitizer with at least 60% alcohol in every classroom as well as hand sanitizer with at least 60% alcohol at each unit member's workstation who does not have a traditional classroom, as available.
17. The District will ensure that all sinks (including those not located in bathrooms) are functioning and kept stocked with soap and paper towels.
18. If necessary, the District shall submit a "J-13A Request for Allowance of Attendance Due to Emergency Conditions" waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance. In the event the District does not receive a J-13A waiver, or if the state requires students to make up days for the 2019-2020 school year, the parties will negotiate make-up student instructional day(s) up to the number of closure days.
19. In the event that the State of California or the Federal Government mandates alternative or additional requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.

The Association reserves the right to negotiate any additional impacts of COVID-19 and/or school closures in the 2019-2020 school year.

This MOU shall expire in full without precedent on June 30, 2020 unless extended by mutual written agreement.

 3/30/2020

For the Association Date

 3/30/2020

For the District Date

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ALPINE CHAPTER 163
AND UPLAND UNIFIED SCHOOL DISTRICT
CORONAVIRUS (COVID-19)
March 27, 2020**

This memorandum is agreed between Upland Unified School District and the California School Employees Association and its Chapter 163 (together “CSEA”) concerning the District’s response to the coronavirus (COVID-19) pandemic emergency.

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 teachers and staff. To these ends, the District and CSEA agree as follows:

- 1) The District will provide information or train its employees that are working during school closures as appropriate in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The parties acknowledge that some of these resources are currently in short supply, but that the District will make reasonable efforts to secure them if available. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- 2) Employees are reminded of their duty to do assigned work during the period of school closures. In order to comply with current directives and guidance issued by state and local public health officials, unit members generally will not be required to report their regular work locations while District schools are closed due to COVID-19. However, the District may direct unit members to perform work remotely or at an assigned work location during their regular work hours, to ensure that essential District services continue and the District complies with the Governor’s Executive Order N-26-20. Unit members shall also review and respond to work emails and telephone calls, and comply with any directives contained therein, during their regular work hours. The District may also assign unit members emergency duties as disaster service workers, pursuant to Government Code sections 3100-3109.
- 3) In the event a CSEA bargaining-unit employee is exposed to COVID-19 or is taken ill with COVID-19, or wishes to self-quarantine for reasonable cause, the employee may use all available leaves, including, if authorized by the Governing Board, “quarantine leave” under Education Code section 45199.
- 4) Unit members who have a doctor’s note or written self certification indicating a higher risk for serious illness from coronavirus because of age, a serious long-term health problem, or otherwise, shall not be required to report to a worksite during school closures, and will continued in paid status without having to use their accrued leaves.

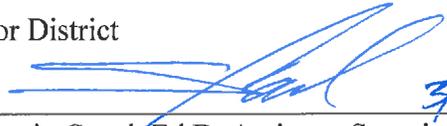
- 5) For the duration of time that District schools and/or offices are closed due to the risk of a spread of the COVID-19 virus, unit members will not suffer the loss of any pay or benefits relative to their regular schedules for the period of closure. To ensure the District can financially meet this obligation, CSEA agrees to support the District's efforts to comply with the Governor's Executive Order N-26-20.
- 6) The District will provide appropriate software and training if they require unit members to work remotely during school closures. The District will work with staff as necessary to ensure that they have the requisite technology devices and/or access to work remotely. No unit member will be subject to disciplinary action if unable to work remotely while waiting for support and/or training.
- 7) If either party has an interest in scheduling make-up student instructional days, or if the state requires make-up student instructional days, the parties will promptly meet and negotiate.
- 8) If a unit member requests a leave of absence for childcare reasons related to COVID-19, the District will grant the request as provided for in the collective bargaining agreement and applicable law, including the Families First Coronavirus Response Act.
- 9) All unit members who have reported to on-site work locations since March 16, 2020, will, in addition to receiving their regular hourly pay, receive a bonus in the equivalent of 50% of their regular hourly pay, for all hours worked from March 16 through May 1, 2020. These unit members will continue to receive first priority for on-site assignments through May 1, 2020, during which they will continue to receive the same hourly pay and 50% bonus. The parties understand and agree that this bonus is temporary and in recognition of the essential services these unit members have provided on-site during the COVID-19 emergency. The bonus does not constitute base pay for purposes of calculating overtime or for any other purpose, unless required by law. After May 1, 2020, the District reserves the right, as stated in paragraph 2, to assign any essential unit member to work on-site for their normal pay, even if schools remain closed due to COVID-19. Prior to May 1, 2020, the District and CSEA will meet to reassess this bonus as needed.
- 10) In the event any of the unit members covered by paragraph 8, above, are unable to report on-site, the appropriate District supervisor will request another unit member to temporarily fill in for the absent unit member. This unit member will also receive the same 50% bonus as described in paragraph 8. Due to the immediate and timely need to provide these essential services during an emergency, selection of this unit member will be in the discretion of the supervisor, taking into consideration the unit member's qualifications, willingness and readiness to perform the on-site work.
- 11) Any new probationary employee whose hire date was prior to January 1, 2020, will serve a probationary period of no longer than one year after the hire date. Any new probationary employee whose hire date was on or after January 1, 2020, will serve a probationary period of 6 months or 130 days of paid service, whichever is longer, as required by Education Code section 45113. For purposes of calculating the probationary periods of new employees hired on or after January 1, 2020, any time spent on a leave of absence due to the COVID-19 pandemic, including

for reasons set forth in the Families First Coronavirus Response Act, will not count as "paid service."

Except as expressly provided in this MOU, the parties will continue to adhere to the provisions in the collective bargaining agreement. This MOU will expire on June 30, 2020 or when District schools reopen, whichever occurs first. In the event District school closures are anticipated to reopen after June 30, 2020, the District and CSEA will meet to negotiate the extension of this MOU prior to expiration.

Dated this 27 day of March, 2020

For District


3/27/2020
Sergio Canal, Ed.D, Assistant Superintendent
of Human Resources

For CSEA

Laurie Link #163 Chapter President

Hector Flores, Chief Negotiator

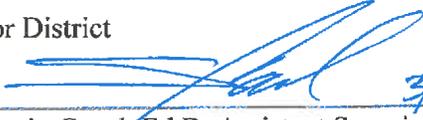
Natalie Dorado, Labor Relations
Representative

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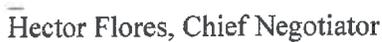
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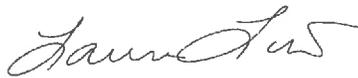
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Sergio Canal, Ed.D, Assistant Superintendent
of Human Resources



Laurie Link #163 Chapter President

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Natalie Dorado, Labor Relations
Representative

**UPLAND UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION NO. 4-2-20(A)
EMERGENCY RESOLUTION DELEGATING AUTHORITY TO TAKE NECESSARY
ACTION TO PROTECT STUDENTS AND STAFF FROM THE SPREAD OF
CORONAVIRUS (COVID-19)**

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus ("COVID-19");

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 virus a world-wide Pandemic;

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20, directing Californians to cancel large public gatherings and to enforce social distancing;

WHEREAS, on March 13, 2020, Governor Newsom issued Executive Order N-26-20, specifying the services the District must provide to receive state funding during school closures;

WHEREAS, on March 13, 2020, the President of the United States declared the COVID-19 pandemic a national emergency;

WHEREAS, in consultation with local public health agencies and the San Bernardino County Office of Education, the Upland Unified School District ("District") ordered all schools to close in order to curb the potential transmission of COVID-19, beginning March 16, 2020 through April 13, 2020;

WHEREAS, on or about March 19, 2020, in consultation with the San Bernardino County Department of Public Health and the San Bernardino County Superintendent's Office, County school closures, including the District, were extended through at least May 1, 2020;

WHEREAS, as of March 31, 2020, there are over 173,000 reported cases of COVID-19 in the United States, over 7,400 reported cases of COVID-19 in California, and approximately 125 reported cases of COVID-19 in San Bernardino County, and officials expect the number of cases to continue to increase;

WHEREAS, the District's Governing Board, Superintendent are committed to ensuring the health and safety of its students, staff and families;

WHEREAS, it is imperative to have the tools to ensure the health and safety of students, staff, and families on our campuses;

WHEREAS, Article I, Section 28, of the California Constitution declares that "[a]ll students and staff of public, primary, elementary, junior high, and senior high school . . . have the inalienable right to attend campuses which are safe, secure and peaceful"; and

WHEREAS, Education Code section 35161 permits the Board to delegate to an officer or employee of the District any of the Board's powers and duties, and the Board desires to

delegate to the District Superintendent certain powers and duties to address the Coronavirus (COVID-19) pandemic.

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the Board hereby declares the existence of an ongoing public health emergency within the District arising from the COVID-19 pandemic.

BE IT FURTHER RESOLVED AND ORDERED the Superintendent is hereby delegated the authority to take all appropriate action to respond to the COVID-19 pandemic, including, but not limited to, any action:

- A. To ensure and protect the welfare, safety and educational wellbeing of all students;
- B. To ensure and protect the welfare and safety of persons working for the District which shall include its agents, employees, representatives and all others acting for or on behalf of the District;
- C. To provide necessary staffing and instruction;
- D. To modify school and work schedules;
- E. To declare an emergency pursuant to Government Code § 3100 *et seq.*, and to assign District employees (in their capacity as disaster service workers) to perform such disaster service activities as may be assigned to them;
- F. By unanimous vote pursuant to section 20113 of the Public Contract Code and subject to approval by the San Bernardino County Superintendent of Schools, to execute contracts without advertising or inviting bids; and, notwithstanding section 20114, authorize the flexibility of maintenance and operations, to respond to the emergency conditions at District Sites;
- G. To exercise the provisions of California Public Contract Code section 20113 on the determination that an emergency condition exists because of COVID-19 and related extraordinary conditions.
- H. To cancel or modify any activities, programs, or courses, up to and including the temporary closure of any of the District's schools.
- I. To protect District property.
- J. To determine, in consultation with the Board, the reopening of schools when the emergency conditions cease to exist and take such action to reopen schools; and
- K. To make further declarations of emergency and to take emergency action as permitted by law.

BE IT FURTHER RESOLVED AND ORDERED that should any portion of this Resolution be held invalid, the invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared to be severable.

BE IT FURTHER RESOLVED AND ORDERED that this Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate

welfare of the schools and pupils thereof. Therefore, this Resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action.

PASSED AND ADOPTED by the following vote of the Board of Education of the Upland Unified School District, County of San Bernardino, State of California on April 2, 2020.

AYES: _____
NOES: _____
ABSENT: _____

Linda Angona
President

Nancy Kelly
Superintendent