

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 163
AND
UPLAND UNIFIED SCHOOL DISTRICT
REOPENING SCHOOL, 2020-2021
August 27, 2020**

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the Upland Unified School District (hereinafter, "District") and the California School Employees Association and its Chapter #163 (hereinafter, "CSEA") regarding the negotiated effects of the District's decision to safely reopen schools and educate students in the 2020-21 school year, in compliance with state and local health and safety guidelines.

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. The parties recognize the importance of developing and implementing prudent measures to prevent District employees, students and visitors from being exposed to or infected with COVID-19, as recommended or mandated by state and local health authorities. The parties recognize that the decision to reopen school sites in the 2020-21 school year, in compliance with local and state health guidelines, has various negotiable impacts and effects on classified unit members and that this MOU is intended to address those impacts and effects.

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

Safety

In addition to the safety requirements already set forth in the parties' collective bargaining agreement and required by state and federal laws, the District shall adhere to applicable COVID-19 guidelines issued by the California Department of Public Health ("CDPH"), including the documents titled *COVID-19 Industry Guidance: Schools and School Based Programs, Guidance for the Use of Face Coverings* and *COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year*. The District shall also adhere to any additional requirements set forth by the Health Officer of the County of San Bernardino.

Compliance with the foregoing paragraph shall include, but will not be limited to the following:

- Ensuring sufficient access to handwashing and/or sanitizer stations.
- Requiring all individuals to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom or shared workspace is entered.
- Ensuring minimum physical distancing of six (6) feet between individuals, as recommended by state and local health officials, physical distancing requirement between all employees and employee workspaces, as practicable. This shall include maintaining appropriate

changes to physical layout to maintain physical distancing and minimizing access to campus, and limit non-essential visitors, facility use permits, and volunteers.

Ensuring that the District shall maintains specific plans on how to follow CDPH and County guidelines with current staffing levels, bringing students back or added positions.

- Requiring the use of facial coverings in accordance with federal, state, and local guidelines currently in effect. Face coverings will be required to be worn properly (covering mouth and nose) at all times by all individuals on a school campus indoors or outdoors and when students enter or exit a school bus. This applies to all staff, all students in grades 3 and up (highly recommended for grades TK-2, based on current California Department of Public Health guidelines), and any visitors on campus over two years of age. Bargaining unit members required to wear face coverings outside may, in consultation with their supervisor, take additional breaks if needed due to in excessive heat conditions. Any such additional breaks, beyond those already required during the work day, shall not operate to shorten the unit member's daily work hours.

- Ensuring that the District provides sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. Including but not limited to:
 - For staff engaged in symptom screening:
 - Surgical masks, face shields and disposable gloves
 - For front office and food service staff:
 - Face coverings and disposable gloves
 - For custodial staff:
 - Surface cleaning
 - Masks, gloves appropriate for all cleaning and disinfecting
 - Deep cleaning and disinfecting
 - Appropriate PPE for COVID-19 disinfection (e.g., disposable gown, gloves, eye protection, and mask or respirator) including those recommended by product instructions

- Unit members who work with students with moderate-to-severe disabilities shall be provided masks and/or face shields due their increased interactions with students. Gowns, gloves, goggles, etc., may be provided to certain classification by request. District will process on a case-by-case basis, including if needed to reasonably accommodate a unit member's disability. Masks and/or face shields may be provided to unit members upon request.

- Ensuring that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily by custodial staff or, if necessary, other trained classified individuals, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. This includes ensuring sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, no-touch trash cans and paper towels and maintaining adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance.

- Ensuring that all students, employees, and visitors are screened daily for symptoms associated with COVID-19 infection prior to entering the school campus, as recommended by state and local guidelines, through a self-assessment protocol. See Symptom Screening regarding screening procedures.
- Ensuring that all HVAC systems operate on the mode which delivers the most fresh air as recommended by state and local guidelines, and as allowed by the HVAC systems currently in place. All HVAC air filters shall be changed at the recommended intervals.
- Maintaining and ensuring physical distancing standards in school facilities and vehicles pursuant to CDPH and County guidelines, including but not limited to implementing plans incorporating; limiting the number of people in all campus spaces to current CDPH recommended distance, to the extent possible, and as recommended by the CDPH, attempt to create smaller student and educator cohorts, avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and bathrooms; avoiding the direction of grouping staff together for training or staff development. If physical distancing between workspaces or between employees and students/visitors is not possible, the District will implement alternative ways to create separation, including installing physical barriers.

Evaluating all workspaces to ensure that employees can maintain physical distancing to the extent possible.

Ensuring the maintenance of an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis, which shall be accessible to unit members.

The health provisions in this MOU are intended to specify how the foregoing CDPH and County guidelines and orders will be implemented when unit members are in District schools or workplaces. This MOU is also intended to incorporate and adhere to any future changes to these guidelines and orders. If those changes materially affect any of the provisions below, such that the provision is no longer compliant with CDPH or County guidelines and orders, the Parties agree to meet within five to ten business days to negotiate the impact and effects of those changes. The District shall notify CSEA of any new state and local guidelines that affect the terms of this MOU-and shall negotiate the effects of implementing those guidelines.

Safety on Buses

The District will develop and maintain a maximum capacity seating plan for students of each vehicle, which will strive to meet six-foot physical distancing objectives.

Additional safety procedures on buses will:

- Ensure that drivers have access to surplus face coverings to provide to students who do not bring or wear a face covering on the bus.
- Ensure buses have adequate staffing to engage in symptom screenings and physical distancing while the bus is in motion.

- Instruct students and parents to maintain six-foot distancing at bus stops and while loading and unloading.

Safety for Food Service

The District will develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).

The District will install physical barriers, such as sneeze guards and partitions, at POS and other areas where maintaining physical distance of six feet is not possible.

The District agrees to modify Food Service operations in accordance with CDC recommendations for restaurants.

Symptom Screening

The District shall engage in the following practices and procedures intended to minimize the exposure of CV-19 at all District facilities:

The District shall monitor staff and students throughout the day for signs of illness and engage in symptom screening as students enter District facilities and buses and send home staff and students who are displaying COVID-19 symptoms, in accordance with CDPH guidelines. The District shall ask all students and staff about COVID-19 symptoms within the last 48 hours and whether anyone in their home has had lab-confirmed COVID-19 case symptoms or a positive test.

If appropriate physical distancing or barrier controls cannot be implemented during screening, PPE can be used when the screener is within 6 feet of staff or students during screening.

Wellness questionnaires and screening shall be performed in confidential manner.

Screening records shall be kept confidential and screening records shall be destroyed after 30 days.

The parties agree no employee discipline may occur related to screenings, except in cases where employees refuse to comply with screening procedures. In those cases, the District shall follow progressive discipline as outlined in Article 15.

Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and shall not be used to inquire into other medical conditions.

The parties agree that screening shall be considered a part of the standard work day. No employee shall be required to be screened prior to their designated start time.

Procedures for Positive Screening, Exposure or Confirmed Infection

The District shall develop and provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19 or suspected to have contracted COVID-19.

If a unit member, other employee or student is showing symptoms associated with COVID-19, has had close contact with a confirmed COVID-19 infection, or has a confirmed COVID-19 infection, the District will comply with all guidelines in the CDPH document, *COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year*. This will include, among other requirements, promptly notifying and sending home known contacts for a required quarantine period, if applicable.

The District shall exclude any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms). The District will discuss the symptoms with the parent or staff members whether there is a history of allergies or other legitimate reason, which would not be a reason to exclude.

If necessary to temporarily close a school or worksite due to a positive COVID-19 infection, the District shall deep-clean and disinfection clean all potential areas of contact by the infected individual(s) including but not limited to, work spaces, restrooms used, points of entries. Such deep cleaning and disinfection cleaning shall follow, to the maximum extent possible, recommended guidelines. To reduce risk of exposure, cleaning shall wait minimally 24 hours before cleaning and disinfecting the area unless otherwise recommended. If it is not possible to wait 24 hours, wait as long as practicable. "Disinfection cleaning" is defined by the use of disinfection products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" by trained custodial staff.

If the District directs a unit member to get tested for COVID-19, the unit member will be reimbursed for the costs of the test.

Notification: The District shall notify bargaining unit employees who have been exposed to COVID-19 at work. The District will inform the CSEA chapter president, as soon as practicable, should it learn of a confirmed infection of District employees or students. It is understood that privacy rights under state and federal laws will be maintained.

Leaves of Absence

In the event that an employee tests positive with or has symptoms known to be associated with COVID-19, the employee may use all available leaves provided by the collective bargaining agreement and state or federal laws, including paid leave provided by the Families First Coronavirus Response Act ("FFCRA," currently expires Dec. 31, 2020), without fear of reprisal. The parties recognize that such leave as provided by FFCRA shall be available to all District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid accrued leave available to such employees. In addition, employees may request to use

all such available leaves, upon presenting verification that a health care professional has advised the employee to self-quarantine for reasons related to COVID-19 or that the employee is caring for a member of his or her household who has been advised by a health care professional to self-quarantine for reasons related to COVID-19. Employees seeking to use such leaves must follow standard absence reporting procedures. This paragraph does not affect an employee's right to take a leave of absence for any other reason permitted by the collective bargaining agreement and state or federal laws.

Employees who have had multiple cases of COVID-19 and/or exhausted accrued sick leave may use extended sick leave or catastrophic leave. If an employee has exhausted all available leaves and is unable to work, either in-person or remotely, the employee may request an additional leave of absence, paid or unpaid, prior to being placed on a 39-month rehire list.

The District shall make reasonable efforts to accommodate requests by employees to care for their children whose school site or child care centers has been closed, in full or in part, due to COVID-19. Such accommodations may include, among other things, allowing the employee to work remotely or granting a leave of absence in accordance with state and federal laws, including Labor Code section 230.8 and the FFCRA. The parties understand and agree that the term "accommodate," as used in this section, does not refer to the interactive process for accommodating employees with disabilities.

The parties recognize that, in order to comply with CDPH guidelines, the District must conduct wellness checks on employees for possible COVID-19 symptoms. If an employee reports to work but the District directs the employee to leave the school or work site following a wellness check, the employee will promptly comply and not have any accrued leave of absence deducted for the day. Thereafter, the employee is responsible for promptly obtaining and providing the District with verification from a health care professional that he or she has tested negative for COVID-19. The District will not deduct from accrued or other available leaves of absence if the test is negative. If the test is positive, the employee must, if unable to work remotely during any period of self-quarantine, use an accrued or other available leaves of absence, including FFCRA leave if available. If aforementioned employee has exhausted accrued leaves, the District and CSEA shall meet and confer prior to the employee being placed in unpaid status, provided that employee privacy rights are maintained. Such leave may be applied retroactively to the first work day after the employee was sent home. This paragraph does not apply to employee requests to leave work because the employee believes he or she is presenting symptoms associated with COVID-19.

If the District determines that an employee has had "close contact" with a confirmed COVID-19 infection, and that, pursuant to CDPH and County guidelines, it must direct the employee to self-quarantine for a specified period of time, the employee will promptly comply with the District's directive. Thereafter, during the quarantine period, the District will determine if the employee can work remotely, either in the employee's classification or out-of-classification. If the employee is unable to work remotely, the employee may use FFCRA leave, if available, during the quarantine period required by CDPH and County guidelines. If FFCRA leave is not available, the employee will be placed on paid administrative leave during the quarantine period required by CDPH and County guidelines. This paragraph does not apply to employee requests to self-

quarantine because they believe they have had "close contact" with a confirmed COVID-19 infection. In such cases the employee has exhausted accrued leaves, the District and CSEA shall meet and confer, provided that employee privacy rights are maintained.

At-Risk Employees

The parties recognize that the Centers for Disease Control ("CDC") has advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If an employee has such an underlying health condition and that condition qualifies as a "disability" under the Americans with Disabilities Act ("ADA") or California Fair Employment and Housing Act ("FEHA"), the District and employee will promptly engage in the interactive process to discuss whether the employee can safely and effectively perform his or her essential duties, with or without a reasonable accommodation. Such reasonable accommodations may include, among other things, whether the employee may effectively and safely work remotely, at a different location or in a different assignment. The District and employee will endeavor to avoid having to use and exhaust the employee's leave rights, including but not limited to allowing out of classification assignments.

If the employee's underlying health condition does not qualify as a "disability" under the ADA or FEHA, the District and employee will, upon the employee's request, discuss reasonable alternatives to the employee's current assignment with the goal of ensuring the employee can safely and effectively perform his or her essential duties. The District and employee will endeavor to avoid having to use and exhaust the employee's leave rights. Such reasonable alternatives may include, among other things, whether the employee may effectively and safely work remotely, at a different location or in a different assignment. The parties understand that this discussion is outside of the accommodations process required by the ADA and FEHA.

The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

As part of either of the processes above, the District reserves the right to request the employee to provide sufficient documentation to verify that he or she has an underlying health condition recognized by the CDC as increasing the employee's risk of severe illness due to COVID-19.

The District shall offer child care options for classified unit members through District child care at a 25% reduced rate (applied to all children) for essential employees or unit members who are directed to report to a District facility while the employees children's school or day care center is closed due to Covid-19.

- This reduced rate will apply until such time the District's schools re-opens to in person instruction.
- The provision applies to TK through sixth grade students.
- The intent of this provision, in the case that unit members have children who do not fall into the above categories, shall be that the District will engage in the processes outlined above within discussion of reasonable work alternatives and/or leaves of absence.

Work Hours and Compensation

Employees will be expected to report to their assigned work site or remote work location and adhere to their regular work hours, as directed by their supervisors, during the 2020-21 school year, subject to CDPH and County guidelines. The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours, to the extent not already governed by the collective bargaining agreement and state laws.

The parties agree that the District has the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened after closure, in accordance with measurable data in accordance with State, County and other Guidelines. In the event any District school or worksite must be closed due to COVID-19, classified unit members will not suffer the loss of any pay or benefits relative to their regular schedules for the period of closure, provided that the District does not experience a decline in state funding during the period of closure. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

All compensation to employees, including for any extra hours worked, will be provided in accordance with the collective bargaining agreement.

Possible School Closure

If necessary to close a District school or worksite due to COVID-19, the affected unit members generally will not be required to report to their regular work locations. 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. If unit members are required to work remotely, the District will ensure they have access to appropriate and necessary resources to effectively complete their duties. If unit members request and receive permission to work remotely instead of at their assigned work sites, they must adhere to the District's telecommuting policies. The District may also assign unit members emergency duties as disaster service workers, pursuant to Government Code sections 3100-3109.

Subject to Executive Orders, current law, regulations and guidance, unit members shall not be required to use accrued leave rights if, during a period of school closure, the District does not have work for the employee to perform.

Temporary Out-of-Class Duties

The parties recognize that, due to the unique circumstances presented by COVID-19, it may be necessary for the District to temporarily assign duties to employees that are not reasonably related to their regular duties, as authorized by Education Code section 45110. Such out-of-class responsibilities may include, among other things, duties necessary for the District to ensure compliance with CDPH guidelines, such as cleaning surfaces and administering wellness checks.

The parties understand and agree that the assignment of these out-of-class responsibilities will be temporary. The District will ensure, prior to assigning such out-of-class responsibilities, that the unit member is either already qualified or will receive appropriate training to perform those responsibilities. Out-of-class responsibilities will not factor into a unit member's performance evaluation, nor will they factor into the determination of whether a new employee passes their initial probationary period or a promoted employee passes their trial period in the higher classification. An employee assigned with such out-of-class responsibilities will be compensated as provided in Education Code section 45110.

The District and CSEA agree out-of-class assignments are 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. The District agrees to notify CSEA in writing regarding the need to assign out-of-classification work. This shall not be construed as a waiver of the District's rights to assign out-of-class duties under the collective bargaining agreement and state laws. Out-of-class assignments shall be memorialized in writing between the parties. The provisions of this section shall not be considered precedent setting for either party.

Personnel

Unit members in the classifications listed below shall be required to report to work at their regularly assigned site for the 2020-21 school year. To the extent possible, shifts will be staggered, incumbents will be rotated as needed and limited on site work hours to reduce employee exposure at work sites. These classifications include:

- 1) Custodial
- 2) Maintenance
- 3) Grounds
- 4) Food Service
- 5) Warehouse
- 6) Health Technicians

Unit members in the classifications listed below may request to telecommute (work from home), until such time schools are allowed to return to a blended or full traditional schedule or the end of the 2020-21 school year. These classifications include but are not limited to;

- 1) Office Staff:
 - a. Secretaries
 - b. Office Managers
 - c. Administrative Assistants
 - d. Clerks
- 2) Accounting
- 3) Paraeducator
- 4) Information Technology

If a unit member in one of the above classifications telecommute, the unit member will be required to verify that they will conduct their work in a location that is safe and free of

obstructions, hazards, and to the extent possible, distractions, and that they will report any serious injury or illness occurring during working hours in the remote workspace or in connection with their employment as soon as practically possible. If the District determines, at any time, that a unit member working remotely is not able to perform his or her duties effectively and/or safely from the remote location, the District may direct that the unit member work from their assigned work site, provided that the District can ensure compliance with all health and safety provisions in this MOU.

If a unit member in one of the above classifications works remotely, the unit member will be reimbursed for actual and necessary expenses incurred in the performance of their duties, provided that the unit member obtains prior approval and follows all other requirements in the District's expense reimbursement procedures.

Reimbursements for bargaining unit members expenses shall be consistent with California Education Code § 44032.

Bargaining unit members shall not suffer any loss of pay or benefits as a result of staggered shifts of limited on site work hours.

District agrees to give 48-hours' notice prior to requesting an employee who is working remotely to report back to their site.

If a District Administrator/Manager/Supervisor does contacts a CSEA bargaining-unit employee who is working remotely to discuss or engage in work outside of their normal designated working hours, the unit member will be compensated as required by the current Collective Bargaining Agreement. This does not include normal emails sent by an Administrator/Manager/Supervisor outside of the unit member's working hours.

CSEA bargaining-unit employees assigned to work remotely are expected to take and return phone calls as would normally be expected if the employee was working on-site, and no later than 24 hours after the call is received (24-hours not counting weekends or holidays).

Training

The parties recognize that, in order to ensure compliance with CDC and CDPH guidelines and provide a safe environment for students and staff, unit members will need to receive appropriate training. The District will provide training to all classified unit members in the following areas:

- Enhanced sanitation and hygiene practices, including handwashing
- Physical distancing guidelines and their importance
- Proper PPE usage including face coverings.
- Screening practices.
- COVID-19 specific symptom identification
- Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations.
- For staff who use hazardous chemicals for cleaning, specialized training is required.

- Updates to the Injury and Illness Prevention Plan (IIPP).
- State and local health standards/recommendations.

The District reserves the right to provide training in additional areas as needed to ensure compliance with CDPH guidelines.

Unit members not already required to be on duty during days on which training will be provided will be paid at their regular hourly rate, unless overtime rates apply. In the event that bargaining unit members do not have access to web-based trainings, the District will provide alternative means for them to access the same training information and fulfill proficiency.

Miscellaneous

Bargaining unit members shall preform their assigned work absent reasonable fears for their health or safety. They shall be encouraged to grieve the assignments rather than refuse the duties absent evidence that the assigned task puts their own health or another's health at risk.

Addressing Bargaining Unit Member Concerns - In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition related COVID-19 in the working environment to the immediate supervisor. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. 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.

In the event of an increased workload to employees, the District agrees to the following:

- No staff will be disciplined for raising concerns related to workload issues or if the District has not been able to assess the bargaining unit member's workload issue.
- Employees will be provided a written schedule, in consultation with CSEA with tasks outlined, including breaks and lunch periods.
- Employees will be provided an opportunity to the give direct feedback to their supervisor on a daily basis regarding workload concerns.

The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is not precedent setting. The parties agree that, except for subjects already addressed in this MOU and the collective bargaining agreement, CSEA has not waived its rights under the Educational Employment Relations Act.

This MOU is subject to the grievance procedure contained in the collective bargaining agreement between the parties.

This MOU will be effective upon ratification by each party according to their internal process, and continue in effect until June 30, 2021.

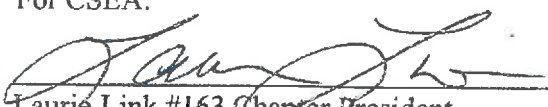
Dated this 27th day of August 2020

For District:



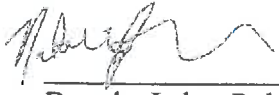
Sergio Canal Ed.D, Assistant Superintendent of
Human Resources

For CSEA:



Laurie Link #163 Chapter President

Hector Flores, #163 Chief Negotiator

 08.27.2020

Natalie
Dorado, Labor Relations
Representative