

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PINER-OLIVET 45  
AND THE PINER-OLIVET UNION SCHOOL DISTRICT  
MOU REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA  
BARGAINING UNIT**

Piner-Olivet School District (District) and CSEA Chapter 45 representing Piner-Olivet Classified Employees (CSEA) (collectively referred to as the Parties) enter into this Memorandum of Understanding to address impacts and effects on working conditions in responding to the COVID-19 pandemic in the 2020-2021 school year.

The District will reopen its schools in compliance with current requirements and guidelines established by the California Department of Education (CDE) and the Sonoma County Public Health Department (SCPHD). Maintaining flexibility at all levels will be paramount to our success as we collectively engage in instructional and work models that are new. We must also remain responsive to ongoing safety guidance and the needs of our students and families.

The Parties will follow the CSEA Collective Bargaining Agreement (CBA) except as otherwise agreed upon in this MOU due to Covid-19 (COVID-19) that will have universal impacts, in addition to impacts specific to each job classification. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect, and further affirm that the provisions of this MOU are intended to comply with, and shall be interpreted consistently with the requirements of law including but not limited to SB 98 (2020) and the Individuals with Disabilities Education Act (IDEA).

This agreement represents a commitment to prioritize the health and safety of staff and students in order to minimize the risk of COVID-19 spread while providing for the education of all students.

Agreement

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

**A. Return to Work Date**

Date: August 13, 2020. All unit members will report to their regularly assigned work sites in the 2020-21 school year, unless otherwise directed by the District.

---

**B. Worksite entry:**

1. Each employee will be provided with self-assessments (*attach self-assessment*) which they will be required to complete before entering any District facilities, and are advised to regularly monitor health.

- 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 employees shall not be required to respond to screening questionnaire questions that are not based on CDC/SCPHD recognized symptoms (i.e. fever, chills, cough, difficulty breathing, sore throat). Temperature checks shall be performed daily, and the District shall not maintain records of the temperature checks. Screenings are not reason for discipline and shall be considered part of the standard work day.
2. The District shall provide each unit member with written COVID-19 safety guidelines from Sonoma County Office of Education (SCOE) / SCPHD for their school site prior to the start of school in the 2020-21 year. The District shall provide CSEA with the written safety guidelines prior to sharing with unit members. These safety guidelines shall include a statement that both CSEA and the District encourage unit members to get tested for COVID-19 prior to returning to work and throughout the school year. The guidelines will be accompanied with basic information about where to get tested in Sonoma County.

**C. Health, Safety and Testing:**

1. The District shall adhere to the COVID-19 guidelines publicly issued by the Center for Disease Control (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), the California Department of Industrial Relations Division of Occupational Safety and Health (CAL/OSHA) and the Sonoma County Public Health Department (SCPHD), with priority given to directives, orders, and guidance from the State of California and SCPHD. The parties agree to meet as soon as possible to negotiate the impacts and effects of any revisions or updates to those guidelines that result in a change in working conditions to classified employees.
2. The District shall require the use of face coverings for all persons who enter the district and/or school facilities, consistent with State and SCPHD requirements.
3. The District shall comply with the following hand washing requirements:
  - a. Students, employees and visitors shall be required to wash their hands or use hand sanitizer upon entering District and/or School facilities and each time a classroom is entered.
  - b. Every room with a sink shall be stocked with soap.
  - c. Every classroom shall be provided hand sanitizer.
  - d. Non-Classroom workspaces shall be provided hand sanitizer.
  - e. Hand sanitizer will be accessible in other high traffic areas on campus.

- f. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.
4. If classrooms and/or workspaces are not already equipped with handwashing stations and are not within reasonable vicinity of an employee bathroom, then the District shall provide portable handwashing stations.
5. The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, 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 state and/or local health officials.
6. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures by notifying the SCPHD. CSEA agrees to assist in whatever manner is necessary in this effort.
7. The District shall provide all unit members with information for locations that offer COVID-19 testing.
8. Employees shall receive COVID-19 related training during their work hours.
9. When the District requires a particular kind of facial covering or protective equipment the District will provide the appropriate personal protective equipment (PPE) to accommodate this requirement. Face shields shall be provided upon request for bargaining unit members in situations where SCPHD and State guidance so indicate, including situations where there is one-on-one instruction.
10. All District sites will be stocked with necessary supplies of cleaning materials, personal hygiene materials and personal protective equipment needed to meet with the requirements set forth in this agreement.
11. Schools and District Offices will be prepared with protective plexiglass as it becomes available. In the interim, all offices and classrooms will be reconfigured as necessary to align with State and SCPHD guidelines.

**D. Reporting Unsafe Conditions or Work Issues Related to COVID-19**

1. In the interest of protecting community and workplace health, all employees shall report, in writing, any unsafe condition in the working environment that comes to their attention, or work issue related to COVID-19 to the immediate supervisor without fear of discipline. 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.

2. All employees shall have the right, without retaliation, to bring to the District's attention any working condition which they believe unreasonably presents a risk to health or safety, by notifying their supervisor in writing of such condition 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).
3. Concerns regarding lack of adherence to social distancing protocols by District staff; parents; volunteers, students or members of public should be directed to the unit member's immediate supervisor or Human Resources whenever appropriate.

**E. Workload and Staffing Ratios**

1. The District will develop reasonable staffing plans and use of equipment/supplies to ensure increased frequency of routine cleaning and disinfecting as well as social distancing.
2. Employees will be provided an opportunity to the give direct feedback to their supervisor on a daily basis regarding workload concerns and will make a good faith effort to resolve informally before escalating it to a grievance.

**F. Covid-19 Related Leaves:**

1) **The Families First COVID-19 Response Act ("FFCRA")**

The parties agree that to the extent an employee is taking leave under the Families First COVID-19 Response Act ("FFCRA"), whether it is for Emergency Paid Sick Leave or Emergency Family and Medical Leave, the employee may elect, to stack/top-off the amount of pay they receive under such laws by using their accrued paid sick time (and upon its exhaustion "Extended Sick Leave," where available and applicable), and/or vacation to receive up to 100% of the employee's normal earnings. *e.g. if an employee receives \$200 per day under the FFCRA and their regular pay is \$300 per day, they can use 1/3 of a day of such accrued time off to receive the additional \$100 and remain fully paid.* Notwithstanding the term of this agreement (Section K) below, this section shall remain in full force and effect through the date that the FFCRA expires (as of the signing of this agreement, that date is December 31, 2020).

---

2) **Employee COVID-19 Related Medical Accommodations and Leaves**

- a. The District shall engage in the interactive process with employees who provide medical certification of an underlying health condition or that their age grouping may place them at a higher risk of severe illness if they contract COVID-19. The interactive process will include discussion of possible reasonable accommodations which will permit the employee to perform the essential functions of the job.

- i. CSEA acknowledges that some assignments due to medical accommodations may contain work which may be different than the duties listed in the employee's job description and may be ordinarily performed by job classifications which are at a higher or lower range.
  - ii. During the life of this agreement no employee with medical certification who is performing an alternate work assignment, pursuant to this section, shall receive a reduction in pay unless the only reasonable accommodation is to place the employee in a lower-paid classification. If the employees is placed in a higher paying job they will receive out of class pay consistent with the CBA.
- b. If the District is unable to accommodate an employee with an alternate work assignment pursuant to this section the employee may be eligible to utilize an applicable FFCRA paid leave option.
- c. If an employee's paid FFCRA leave options have been exhausted and the District is unable to assign an alternative assignment, then the employee may elect to utilize District paid or unpaid leave consistent with the terms of the CBA.

### 3) **Childcare Related Accommodations and Leaves**

- a. Accommodations. An employee needing a childcare-related leave due to qualifying reasons under the FFCRA shall be entitled to such leave. If an employee's paid FFCRA leave options have been exhausted and the District is unable to assign an alternative assignment, then the employee may elect to utilize District paid or unpaid leave consistent with the terms of the CBA. COVID-19
  - i. CSEA acknowledges that some work assignments due to childcare accommodations may contain work which may be different than the duties listed in the employee's job description and may be ordinarily performed by job classifications which are at a higher or lower range.
  - ii. During the life of this agreement no employee who is performing an alternate work assignment, pursuant to this section, shall receive a reduction in pay unless the only reasonable accommodation is to place the employee in a lower-paid classification. If the employees is placed in a higher paying job they will receive out of class pay consistent with the CBA.
- b. Childcare Leaves. Bargaining unit employees may be eligible to utilize up to 12-weeks of paid leave, at 2/3 pay up to \$200 per day and \$12,000 in the aggregate (over a 12-week period—two weeks of paid sick leave followed by up to 10 weeks of paid expanded family and medical leave), for the purposes of childcare in accordance is qualifying reason #5 of the FFCRA (see attached).

- i. The parties recognize and agree that employees may be permitted to utilize this type of FFCRA leave if a child's school is not necessarily "closed" but is "curtailed" (such situations where an employee must remain home to provide care to a child whose District is remote-learning).
- ii. Pursuant to Section F (1) of this agreement, an employee may utilize accrued sick leave (and upon its exhaustion "Extended Sick Leave," where available and applicable) or vacation to provide the employee with 100% of the employee's regular rate of pay.
- iii. The parties recognize that the District may request verification of a child's school closure, curtailment or remote-learning schedule.
- iv. Upon the expiration of the 12-weeks of FFCRA childcare leave or for childcare leave which may commence after December 31, 2020, the parties recognize that employees may use accrued sick leave (and upon its exhaustion "extended sick leave" where available and applicable) and vacation for childcare related reasons (e.g. closure or curtailment of a child's school, issues with caregiver provider, etc.).

#### 4) **Family Care Related Accommodations and Leaves**

- a. Accommodations. An employee needing a family care-related leave due to qualifying reasons under the FFCRA shall be entitled to such leave. If an employee's paid FFCRA leave options have been exhausted and the District is unable to assign an alternative assignment, then the employee may elect to utilize District paid or unpaid leave consistent with the terms of the CBA. COVID-19
  - i. CSEA acknowledges that some work assignments due to family care accommodations may contain work which may be different than the duties listed in the employee's job description and may ordinarily be performed by job classifications which are at a higher or lower range.
  - ii. During the life of this agreement no employee who is performing an alternate work assignment, pursuant to this section, shall receive a reduction in pay unless the only reasonable accommodation is to place the employee in a lower-paid classification. If the employees is placed in a higher paying job they will receive out of class pay consistent with the CBA.
- b. Family Care Leaves. Pursuant to FFCRA qualifying reason #4 (see attached), bargaining unit employees may be eligible to utilize up to 80-hours of paid leave at 2/3 pay up to \$200 per day and \$2,000 in the aggregate (over a 2-week period) for the purposes of caring for an individual who is subject to quarantine or has

been advised by a healthcare provider to quarantine due to COVID-19 related reasons.

- i. Pursuant to Section K of this agreement, an employee may utilize accrued sick leave (and upon its exhaustion "Extended Sick Leave," where available and applicable) or vacation to provide the employee with 100% of the employee's regular rate of pay.
- ii. Upon the expiration of the two-week FFCRA paid leave or for similar leave which may commence after December 31, 2020, the parties recognize that employees may use sick leave (and upon its expiration "extended sick leave," where available and applicable) and/or vacation for this purpose. This liberal leave usage policy shall also apply to employees who wish to remain home to take care of a family member whose health has been compromised due to COVID-19 related reasons. The District may require medical verification of such a condition and/or medical verification of the need for the employee to remain home to take care of their health-compromised family member.

**5. Other COVID-19 Absences:**

- a. When an employee is not permitted to work due to safety screening (e.g., high temperature or positive report of key symptom), or the employee reports to work and during their work shift, demonstrates COVID-19 symptoms which are unusual for that employee, the employee will be placed on paid or unpaid leave status until permitted to return to work, consistent with leave rights under the FFCRA and the CBA. If however an employee without COVID-19 symptoms is ready, willing, and able to work, but the site supervisor directs the individual not to work, then the employee will not be placed on unpaid leave.
- b. The use of sick leave to secure an individual's own health, or the health of their family, shall not be grounds for discipline or negative evaluations.
- c. The Parties recognize that the District has the responsibility to provide accurate and complete information to the workers' compensation authorities. District agrees not to contest workers' compensation claims that are related to COVID-19 exposure at work.
- d. District will initiate the interactive process for employees whose physician designates them as "high risk" or "vulnerable" to COVID-19 symptoms, and consistent with identifying reasonable accommodations, may offer options (such as telework, modified job responsibilities) for these at-risk employees that limit their risk to exposure.
- e. The District will inform CSEA of any order to quarantine student cohorts; District personnel; and/or District facilities, in the event a quarantine order from the State,

or County Department of Public Health is issued, subject to the confidentiality rights of any individuals. The District will provide CSEA with the name of all school site location(s) ordered to quarantine.

- f. The District will inform CSEA as soon as practicable should it learn of a confirmed or likely COVID-19 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.
- g. The District shall work with any employee placed in quarantine following symptoms and/or exposure to a verified COVID-19 illness to identify any reasonable accommodations that can be made to enable the employee to continue to work remotely. If no such accommodation can be made, the employee shall be on paid leave for the duration of the quarantine order consistent with leave rights under the FFCRA and the CBA. Quarantine due to workplace exposure may be covered by workers compensation payments. If all such paid leave is exhausted, the employee's position will still be protected during any unpaid leave time that is necessary.

**G. Remote Work Assignments, Equipment and Services**

1. Remote Work Assignments.

Employees may be permitted to work remotely for some or all of their weekly working days depending upon District need, feasibility of performing work remotely, and availability of necessary equipment and materials, with approval from the District. If multiple employees in the same job classification and/or at the same worksite request remote work assignments and the District can accommodate some but not all of the requests, then preference will be given to employees in the following order:

- (1) First priority will be given to employees with underlying health conditions in accordance with Section F (2) of this agreement;
- (2) Second priority will be given to employees with childcare or family care related needs in accordance with Section F (3) and (4) of this agreement;
- (3) Third priority will be given to employees in other job classifications who have requested remote assignments and been approved by their Supervisor.

If multiple employees within the same classification (and/or at the same worksite) have been approved to work remotely, but employees are still needed to at a



worksite, the Supervisor shall rotate the remote work as equally as possible between the approved employees.

Employees authorized to work remotely who prefer to work on the premises may access and work from an assigned classroom/office workspace with approval of their supervisor. Such employees shall provide their work site schedule to their site administration. When employees report to a District worksite pursuant to this provision, they will inform the site supervisor and shall be responsible for following all safety and health requirements as set forth in this MOU.

2. Equipment and Services.

If an employee is approved or assigned to work remotely or who is permitted to work remotely due to a medical accommodation or family/childcare (pursuant to this agreement), employee may request from their supervisor equipment reasonably necessary to perform their work.

- i. In lieu-of the District providing actual equipment and/or services to employees, the District will provide timely 100% reimbursement to employees for the purchase of reasonably necessary equipment or services consistent with the District's purchasing process. This shall include the requirement that, in advance of any purchase, written approval must be obtained from the employee's supervisor and the CBO or designee. After approval, requests for reimbursement must be submitted with an itemized receipt. Such reimbursement shall be compensated up to \$500 per unit member for the 2020-2021 school year.
- ii. Employees will be expected to keep equipment in good operational order and shall promptly return the equipment to the District upon the end of the remote work assignment.
- iii. The District shall provide all remote employees with written information from the District's Workers' Compensation provider regarding office ergonomics.

**H. Temporary Duties**

1. The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have a specific statement of the duties required to be performed. 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 with the additional duties and other information set forth in the attached chart, "Reopening Schools 2020: POUUSD/CSEA Classified Position Expectations."

**a. Reopening Schools 2020: POUSD/CSEA Classified Position Expectations**

Classified Position	In Person Expectations hours/days	Virtual Learning Hybrid Expectations	Potential Additional Duties Assigned
Office Managers	Regular Hours	same assigned	Temperature Monitoring Assistance with office cleaning Enforcement of safety precautions
Health Tech	Regular Hours (subject to change)	same assigned	Temperature Check Monitor Isolation Room Assistance with classroom cleaning Enforcement of safety precautions
Daytime/Evening Custodians	Regular Hours	same assigned	COVID-19 compliant cleaning procedures (ie. sanitization, check-off list, etc) Enforcement of safety precautions
Program Assistants/SA I	Regular Hours (subject to change)	same assigned	Temperature Monitoring Supervision of students in ingress/egress Remote or in person support of students in Virtual Learning Distribution food service items Assistance with classroom cleaning Enforcement of safety precautions
Specialized Assistants II (SDC, RSP)	Regular Hours	same assigned	Temperature Checks Supervision of students in ingress/egress Remote or in person support of students in Virtual Learning Distribution food service items Assistance with classroom cleaning Enforcement of safety precautions
Food Service Cashiers/Food Service Workers	Regular Hours (subject to change)	same assigned	Temperature Checks Supervision of students in ingress/egress Remote or in person support of students in Virtual Learning Assistance with cleaning Enforcement of safety precautions
Maintenance	Regular Hours	same	COVID-19 compliant cleaning procedures (ie. sanitization, check-off list, etc) Enforcement of safety precautions
District Office Staff	Regular Hours	same assigned	Temperature Checks Assistance with cleaning Enforcement of safety precautions
Outreach Worker	Regular Hours	same assigned	Temperature Monitoring Supervision of students in ingress/egress Remote or in person support of students in Virtual Learning

			Distribution food service items Assistance with cleaning Enforcement of safety precautions
Technology Coordinator  Technology Technician	Regular Hours (subject to change)	same assigned	Additional Technology Support Temperature Monitoring Supervision of students in ingress/egress Remote or in person support of students in Virtual Learning Assistance with cleaning Enforcement of safety precautions

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. The effects of all temporary transfer of duties shall be negotiated.

**I. School Closures, curtailment or modification:**

Should the District be directed by the State or Sonoma County Health Officers to close, curtail or modify instruction for some or all schools or worksites due to a surge of the COVID-19 in the County, or the District Board of Education otherwise orders such closure, curtailment, or modification, and the impact is there are no work assignments for some or all active bargaining unit employees, the Parties shall as soon as practicable meet and negotiate the impact and effects upon bargaining unit employees.

**J. Enforcement**

It is the Parties' mutual intent to expeditiously, efficiently, and effectively address any issues or concerns as they arise. The Parties recognize and acknowledge that COVID-19 conditions and altered working conditions as a result are fluid and potentially change rapidly. The Parties commit to each other that the best interests of students, compliance with the law, service to the school community, and health and safety are paramount interests, and they pledge to cooperate in addressing and resolving problems as collaboratively and timely as possible. Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 11 in the Collective Bargaining Agreement.

**Term of Agreement**

1. This agreement shall terminate on June 30, 2021, unless the Parties mutually agree to terminate the agreement earlier. Should any relevant changes be made to the State Health Order or the Sonoma County Health Orders, the Parties will meet and negotiate any impacts upon working conditions, upon request of either Party. The Parties will meet and negotiate if any County, State or Federal legislation is newly enacted, amended or extended which pertain to employee leave rights during the COVID-19 pandemic (e.g. amendment or extension of the existing FFCRA or entirely new legislation).

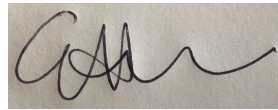
FOR DISTRICT:



Tina Rasori, Superintendent

Date: 7/24/20

FOR CSEA:



Emily Tunheim, Chapter President

Date: 7/27/2020

FOR ASSOCIATION:



Leslie Perry, LRR

Date: 7/24/2020

**Qualifying Reasons for Leave:**

Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

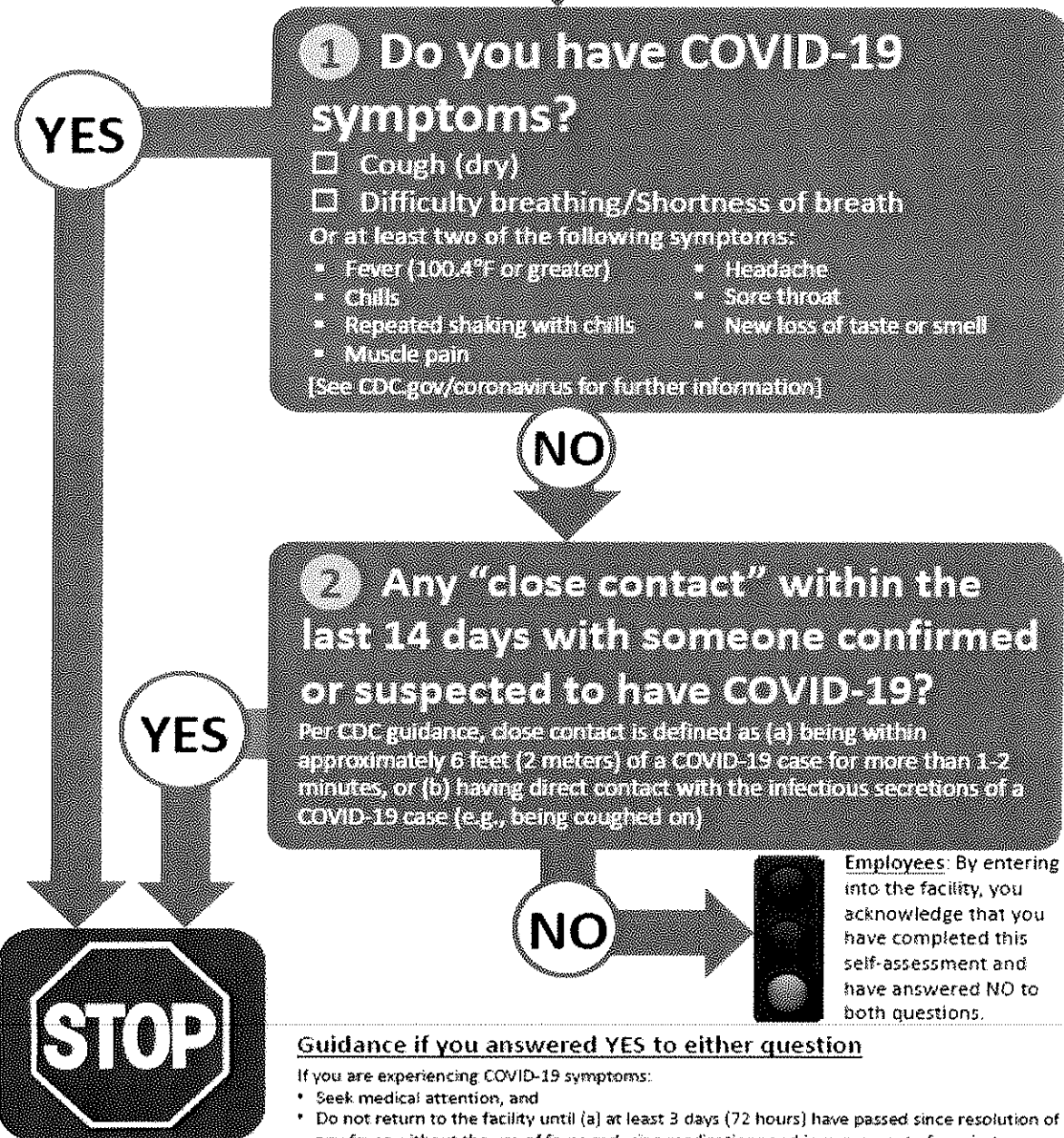
Under the FFCRA, an employee qualifies for expanded family leave if the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.

---

# COVID-19 DAILY SELF-ASSESSMENT

All employees, contractors, or other visitors should perform this daily.

START



**Do Not Enter the Facility**



**Employees:** By entering into the facility, you acknowledge that you have completed this self-assessment and have answered NO to both questions.

## Guidance if you answered YES to either question

If you are experiencing COVID-19 symptoms:

- Seek medical attention, and
- Do not return to the facility until (a) at least 3 days (72 hours) have passed since resolution of any fever without the use of fever-reducing medications and improvement of respiratory symptoms and (b) at least 7 days have passed since symptoms first appeared.

If you have had "close contact" in the last 14 days with someone diagnosed with COVID-19, please do not return to the facility for at least 14 days following your most recent close contact.

If, based on this self-assessment, it is not appropriate for you to enter the site, please contact your supervisor if you are an employee. Non-employees should communicate with their site contact.