

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 465**

**AND**

**THE HILLSBOROUGH CITY SCHOOL DISTRICT**

**REGARDING COVID-19 RELATED RETURN TO WORK IMPACTS AND EFFECTS  
ON THE CSEA BARGAINING UNIT**

This Memorandum is between the Hillsborough City School District (“District”) and the California School Employees Association and its Hillsborough Chapter No. 465 (“CSEA”) concerning the impacts and effects of resumed District operations under COVID-19 conditions.

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. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The District and CSEA further agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows, which shall pertain to an in-person, distance and/or hybrid student learning environment:

**I - Safety and Personal Protective Equipment**

The District will follow and implement applicable public health measures and guidance to help prevent the spread of COVID-19 at District worksites. Additionally, the District will provide all recommended and appropriate safety equipment to unit members and product instructions for students and staff appropriate for each classification or duty to ensure safe working conditions according to the following terms:

1. The District will follow federal and state Declarations of Emergency, and applicable Executive Orders from the Governor. The District will continue to follow the “COVID-19 Industry Guidance: Schools and School-Based Programs, Office Workspaces and, Child Care Programs and Providers” (“Industry Guidance”) issued by the Governor, Cal/OSHA and the California Department of Public Health (“CDPH”) on July 17, 2020 (updated on August 3, 2020), the Guidance Related to Cohorts (“Cohort Guidance”) issued by the California Department of Public Health on August 25, 2020 (updated on September 4, 2020), and San Mateo County Health (SMCH) department guidance, directives,

resolutions, orders (“County Orders”), the San Mateo County Office of Education Pandemic Recovery Framework (PRF), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU. These documents are the foundation for the HCS D Reopening Plan and the HCS D Return to School Procedures plan, which are also included in this MOU.

2. The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19 and will ensure that its facilities have the necessary supplies for preventive sanitation measures.
3. Employees will come to work wearing face coverings as currently required by the SMCH department. The District will have face coverings on hand should employees forget or misplace their face coverings.
  - a. All individuals, including staff, students, and visitors, must wear face coverings at all times when on District property and in District vehicles that cover the mouth and nose consistent with the Industry Guidance and County orders. Employees may temporarily remove face coverings if they are working alone in an enclosed workspace which does not share an open indoor space with other employees.
  - b. Unit members whose work involves direct interaction with students or the public shall, upon request, be issued disposable gloves and a face shield and/or goggles, subject to adequate inventory of such items. Where logistically feasible, plexiglass shields shall be installed on any desk that is the point of first contact for students and members of the public (e.g. “front office,” receptionist).
  - c. Those working directly with students who are unable to wear a mask or have unique special needs which may place the employee at high-risk for contact with a student’s body or bodily fluids, shall, upon certification by a supervisor, be provided with face shields, with the cloth collar attachment, N95 masks, disposable gloves and gowns or lab coats.
  - d. Unit members shall be permitted to utilize any additional Industry Guidance approved/recommended PPE that they feel is necessary to secure their own health and safety. Additional PPE not approved/recommended by the Industry Guidance shall be permitted only if it has been cleared by their appropriate administrator or HR.
4. The District shall ensure sufficient supplies of hand sanitizers, soap, and hand washing stations, tissues, no-touch trash cans and paper towels in reasonable proximity to each workspace. The District shall ensure that all HVAC systems comply at a minimum with the Industry Guidance and County Health recommended filtration standards for COVID-19. The District will provide employees with opportunities to meet hand washing frequency guidelines.

5. Signs will be posted by the District in visible locations throughout various worksites with 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).
  - a. The District shall evaluate all workspaces and limit the number of people on campus to ensure that employees can maintain a minimum of 6 feet of physical distance. Physical guides such as tape on floors, or signs will be implemented.
  - b. The District shall designate specific routes for entry and exit and traffic flow.
6. The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during the COVID-19 crisis, and agrees to make updates accessible to employees and parents.
7. The District shall make available at every site the material safety data sheet for every cleaning chemical used at each site and shall review the sheet with each unit member who will potentially use or be exposed to the chemical if sufficient information is not already stated on the product itself.
8. The District shall ensure that the supervisors of bargaining unit members are trained in the District's COVID-19 workplace precautions and the supervisors are actively enforcing those precautions, such as requiring employees to properly wear masks to cover their mouths and noses and ensuring appropriate physical distancing between employees.
9. If a unit member has a COVID-19 workplace safety related working complaint, they shall first notify their immediate supervisor. The supervisor shall promptly respond, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why will be provided in writing to the unit member. This method of resolving safety concerns shall not displace the right to file complaints with applicable outside authorities or to bring a grievance for violations of this MOU. Unit members are encouraged to attempt to promptly resolve safety complaints at a low level prior to pursuing other types of complaints or grievances.

If no action has been taken by a supervisor to correct a safety issue, employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, by notifying their supervisor in writing of such refusal and the objective and observable bases therefor. Employees may be directed to complete alternate work or work under modified conditions until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

## **II - Entry to District School/Work Sites**

1. The District shall notify all bargaining unit members of COVID-19 guidelines and protocols, and any time there is a significant change to the guidelines or protocols. Copies

of District protocols provided by County Health regarding COVID-19 shall be prominently posted at school sites/unit member work sites, and sent to all bargaining unit members via District email.

2. The District has established specific plans for health screenings and clear standards in accordance with Industry Guidance. These specific plans include safety screenings, screening questionnaires, and any necessary medical examinations which are strictly limited to COVID-19. These plans are included in the District's Reopening Plan and the HCSD Return to School Procedures, which are also included in this MOU. Health screening results will not be used to inquire into other medical conditions. Temperature checks and questionnaires shall be performed in a confidential manner. Screening records shall not be retained as permanent records. Screenings shall occur within and be considered part of the standard work-day.

### **III – Contact Tracing, Infection Reporting, and Testing:**

1. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
2. The District will inform potentially exposed CSEA bargaining unit members and the CSEA Chapter President via District email as soon as practicable (no later than 24 hours after the District is made aware) should it learn of a confirmed COVID-19 infection or potential exposure of District employees or students. Such notice shall be limited to the site at which the exposure occurred but shall be distributed District-wide if there is any doubt as to the extent of potential exposure.
3. The District will follow the guidance of the San Mateo County Health Officer with regards to exposure notices.
4. The District shall not be required to disclose any information to CSEA which is considered private, such as personal, medical or confidential student information.
5. Testing
  - a. The District shall test bargaining unit members periodically for COVID-19, as testing capacity permits and as practicable. Examples of recommended frequency are contained in the Industry Guidance. The District has partnered with a private vendor to provide expedited testing and testing results.
  - b. Bargaining unit members who fail the test shall not be permitted to perform their duties at a District worksite and may either work remotely (if health permits and

remote work is available) or take applicable Leave pursuant to the Families First Coronavirus Response (FFCRA) and this MOU.

**IV – Employee Leave:**

1. Any bargaining unit member who falls within the following categories (a, b or c) shall meet with Human Resources to engage in an interactive process. Through the interactive process, Human Resources shall determine potential work accommodations, provided that such accommodations are deemed reasonable by the District.
  - a. Unit members who are required by the District or a by a health care provider as defined by the U.S. Department of Labor, to self-quarantine due to a potential exposure, positive COVID-19 test result, underlying health condition which places them in a “high risk” category, or failed health screening absent any symptoms of illness which would prevent the employee from performing the employee’s work.
  - b. Unit members who have dependent care needs as a result of COVID-19 conditions, which prevent them from reporting to work during any portion of their work hours.
  - c. Unit members who reside within the same home as another individual whose health care provider as defined by the U.S. Department of Labor designates as “high risk” to COVID-19 and that working in-person would create an unacceptable risk to the individual.
2. If any unit member’s work hours cannot be accommodated with remote work, due to the above listed reasons (a, b and/or c) or any other qualifying reason, as defined in the FFCRA, the unit member shall first utilize EPSL or EFMLA (“FFCRA leaves”), provided that reason taking such leave qualifies under the FFCRA.
3. The intent of this section is to allow unit members to utilize CBA Leaves, identified in this section, for any “qualifying reason for leave related to COVID-19” as identified in the FFCRA Employee Rights summary (attached).

Except for reasons defined in the following section, once a unit member has exhausted their FFCRA leaves and has provided appropriate certification of a need for additional leave due to any qualifying reason under the FFCRA, the unit member shall utilize sick leave, as provided in Section 8.1 of the collective bargaining agreement (CBA) and upon its exhaustion, Extended Sick leave as provided in Section 8.8 of the CBA. If a unit member has exhausted all accrued sick leave and extended sick leave, they shall be eligible to utilized accrued vacation prior to being placed on an unpaid leave, which may not extend beyond the term date of this MOU, unless approved by the District’s Board of Trustees,

pursuant to Section 8.9 of the CBA. Upon being placed on an unpaid leave, the unit member may apply for additional paid leave from the catastrophic sick leave bank, as defined in Section 8.10 of the CBA.

4. In cases where a unit member is potentially exposed to COVID-19 at work and directed to self-quarantine, or is sent home from work due to a screening result or perceived symptoms, and has exhausted EPSL (provided under FFCRA), subsequent usage of available paid leave options shall be dependent on the results of the COVID-19 test. If a unit member's test results are negative, then the time the unit member was unable to return to work, pending the test results, will be considered paid leave and the unit member will be reimbursed any Leaves which were deducted pursuant to the FFCRA and/or the CBA, to a maximum of one work week per incident provided that the unit member took the COVID-19 test within the first two work days of being sent home and furnished the results of the test in writing to the District upon receipt thereof.
5. The parties recognize that such leave as provided by FFCRA shall be available to all eligible unit members in the appropriate circumstances (as defined in the FFCRA) and shall be drawn prior to any other forms of paid or unpaid leave available to such employees. If the FFCRA is not extended past its current December 31, 2020 expiration date, the District shall continue to offer equivalent leave benefits through June 30, 2021.
6. Bargaining unit members may use any accrued sick leave, extended sick leave, and vacation to which they are entitled to fill any gap in pay resulting from the 2/3 formula in FFCRA.
7. The parties will construe the FFCRA as permitting intermittent extended FMLA leave absent a binding judicial decision to the contrary.
8. The parties will construe qualifying reason #5 of the FFCRA (*i.e. the unit member is caring for their child whose school or place of care is closed or child care provider is unavailable due to COVID-19 related reasons*) to allow unit members to utilize such leave for the purposes of remaining home with their child, whose school is providing a full or partial distance learning program, provided that the District cannot reasonably accommodate the needs of the unit member through other means, such as remote work. The District may require the unit member to provide verification of their child's distance learning schedule.

## **V. Remote Work**

1. Unit members shall be expected to work from their school sites or a District work site pursuant to the conditions of this MOU, except as follows:
  - a. Those who have been cleared to work remotely pursuant to the process set forth in section IV.1 above.

- b. In addition to those covered by section VI.1.a. above, any unit member may, on an individual basis, request to work remotely or an alternative site (“telecommuting”). As a condition of granting such request, unit members shall be subject to the following provisions:
  - i. The proposed alternative or remote work site location shall be provided by the unit member to the District.
  - ii. The frequency of telecommuting (e.g., daily or partial days or partial week or some other full or part time routine basis or as needed as approved by HR) shall be subject to supervisor approval.
  - iii. The duration of the telecommuting arrangement shall be subject to supervisor approval.
  - iv. The unit member shall continue to comply with the applicable terms of the CBA, this MOU, their professional responsibilities, established work schedules and related requirements.
  - v. Unit members shall not be entitled to any additional or supplemental equipment greater than that generally provided to all unit members.
  - vi. The District shall be “held harmless” for injury to the employee or others while working remotely from their home or residence in accordance with Labor Code section 3212.88 (SB1159).
  - vii. If the District determines at any time the Telecommuting arrangement is not working effectively or as envisioned, the arrangement may be terminated and the unit member shall report to their regular work site to perform their regular job duties.
2. Unit members will inform the Human Resources Department of their needs regarding any other potential work accommodations and/or other modifications related to COVID-19. The Unit member, supervisor and the Human Resource Department will meet to discuss individual needs.
3. No employee shall suffer a loss of pay or hours due to a remote/alternate working assignment provided that the unit member is fulfilling the work hours of their regular assignment.

**VI - Curtailment of Operations:**

1. In the event it is not possible for an employee to continue to perform that employee’s regular job duties due to any subsequent COVID-19 related closure, partial closure, or student dismissal, the District shall notify CSEA and negotiate impacts and effects within the scope of representation that are not already covered by the CBA or this and other applicable MOUs.

**VII - Compliance with further governmental orders:**

1. The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The District will comply with further state or federal legislation or orders as they

affect the terms and conditions of employment of bargaining unit employees, and will bargain at the request of either party over the effects of such further directives.

**VIII - Duration of Agreement:**

1. This MOU shall remain in effect through June 30, 2021. This MOU may be reopened by either party in response to a change in the law, implementation of new laws, modifications to local and/or statewide health orders, CDPH or PRF requirements or guidelines or negotiable changes in the District's reopening plan or timeline. This MOU may be opened at any time by mutual agreement.

**IX - Enforcement:**

1. Any difference arising from the interpretation, administration, or application of this agreement may be addressed through the grievance procedure set forth in Article 6 of the Collective Bargaining Agreement or other remedial mechanism available by law, if applicable.


Dated: 10/29/2020 \_\_\_\_\_

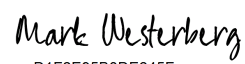
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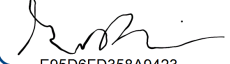
For CSEA:

For the District:

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 Kim Hover, CSEA President

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 Louann Carlomagno, Ed.D, Superintendent

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 Gregory J. Dannis, Trustee

Linked:

- [HCS D Reopening Plan](#)
- [HCS D Return to School Procedures](#)
- [FFCRA Poster](#)