

**Memorandum of Understanding
Between Cupertino Union School District
and California School Employees Association - Chapter 13**

**September 3, 2020
October 26, 2020**

Open of the 2020-2021 School Year in a Phases 1 through 4 Virtual School Setting

The Cupertino Union School (District) and the California School Employees Association - Chapter 13 (CSEA) agree to this Memorandum of Understanding (MOU) setting forth the following terms and conditions regarding ~~opening of the 2020-2021 school year. with all students attending school in a virtual environment as directed by the Santa Clara County Public Health Department due to the COVID-19 Pandemic.~~

The District acknowledges and appreciates the continued dedication and professionalism of our employees during this challenging and unprecedented time caused by the COVID-19 Pandemic.

The District and CSEA have met continuously ~~during the over the past two months in preparation for the opening of the 2020-2021 school year~~ and both parties agreed to use the shared interests of staff and student safety, high quality teaching, flexibility, and equity during these challenging times. 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.

Safety

The District will follow and implement the **most current** health and safety guidelines provided by the Santa Clara County Public Health Department, the California Department of Public Health, and Centers for Disease Control and Prevention.

The parties agree to the following:

- Notify all CSEA unit members on protocols ~~for physical distancing for both indoor and outdoor spaces prior to September 1, 2020 and~~ **prior to return to in person service.**
- Distance unit member's desks at least six (6) feet away from students, and/or co-workers **as feasible and consistent current guidelines.**
- Ensure physical distancing in cafeterias and food service areas.
- The District agrees to install physical barriers, such as sneeze guards and partitions at Point of Service (POS) and other areas where maintaining physical distance of six (6) feet is difficult.
- Staff working onsite will have access to hand sanitizer and/or sinks with soap.
- The District will provide PPE, which shall include but is not limited to, face coverings, face shields, gowns and gloves, as appropriate.
- Staff working onsite will wear face coverings while on campus (face coverings must cover the nose and mouth to be effective).
- Only essential visitors will be allowed on campus and they must have an appointment or be approved in advance by the school site administration.
- Any in-person meetings will be held in compliance with Santa Clara County Public Health Department guidelines.

Reporting Unsafe Conditions

- In the interest of protecting community and workplace health, any unit member may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within two (2) working days, respond in writing to the employee stating what has been done **or will be done** to make the condition safe.

Screening

- Staff working onsite will self-screen and self-report symptom results daily prior to arriving at school utilizing a screening tool provided by the District in accordance with public health guidelines (CDPH).

Testing and Tracing

- The District will explore options for monthly onsite COVID-19 testing at no charge, prioritizing those employees reporting to the worksite and provide information to employees related to COVID-19 testing.
- Upon notification that an employee has been infected with COVID-19, the District shall initiate contact tracing at the impacted work site(s) in consultation with local health department officials. All persons who came in contact with the infected individual which the District learns through contact tracing at the work site(s) shall be notified. When such notification is provided to CSEA employees, the District will notify the CSEA President of the site where an employee tested positive for COVID-19. The District shall be held harmless when information was not provided related to contact and employees could not be notified.
- CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- The District will comply with testing and tracing in accordance with public health guidance (CDPH).

Leaves

- The parties agree that unit members who are unable to meet the expectations included in this MOU regarding work and availability shall use any sick leave, personal necessity, or vacation leave entitlement that they may be eligible for consistent with law and the parties' collective bargaining agreement (CBA). The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible bargaining unit members may also be absent/take a leave of absence for the reasons authorized by the Families First Coronavirus Response Act (FFCRA) (e.g. if you are quarantining due to exposure to COVID-19 and are physically capable to work, a unit member may refrain from using the FFCRA as long as the unit member is capable of meeting work expectations.)
- If a unit member is quarantined due to exposure to COVID-19 and is physically capable to work, they may refrain from using the FFCRA as long as the unit member is capable of meeting work expectations.
- As set forth in this MOU, unit members who have exhausted accumulated sick leave and require additional leave for COVID-19 illness and quarantine may access extended sick leave and catastrophic leave as provided in Article 13 of the CBA.
- Unit members who are placed on quarantine by a physician or county medical agency due to suspected illness or exposure to COVID-19 and cannot work, may access leave as provided in Article 13 of the CBA and available through the FFCRA.
- Unit members continue to have all leave rights as provided in Article 13 of the CBA.
- Between April 1 and December 31, 2020, unit members shall be eligible for leaves pursuant to the FFCRA.

- During Phase 1 **through 4** (~~Distance Learning~~) mode, unit members unable to render services or fulfill their professional obligations shall utilize the appropriate and applicable leave time as described in Article 13 of the CUSD-CSEA negotiated Agreement. If for any reason a unit member neither renders services/fulfills professional obligations nor utilizes contractual leave, they shall meet with the District upon request to determine the reasons for this situation and potential next steps.
- Employees who have exhausted all paid leave and must be absent due to coronavirus, including to care for family or household members or to meet a childcare emergency, shall be permitted to take unpaid leave.
- Employee's shall be permitted to use the FFCRA leave intermittently.
- Unit members are recommended to contact HR for assistance in determining what leaves are available and best meet their needs. Unit members may also gain guidance from the Association.

Work Environment

- **For Phase 1**, the District and CSEA agree that since all students will begin the school year attending school in a virtual environment, unit members who are able to complete their job duties remotely may work with their supervisors to continue to do so unless it becomes necessary for them to report to campus or work site.
- **During Phases 2 through 4, the availability of remote work will gradually diminish and employees will need to work from their site or department.**
- The District will provide those working in the CSEA bargaining-unit classifications with all the equipment needed to perform their assigned duties while telecommuting (working from home).
- The District will employ the interactive process to provide support for any members of CSEA who are prohibited from working from the school site due to their own underlying health condition, the underlying health condition of a family living in their household, or an inability to secure child care due to COVID-19. These situations will be addressed on a case-by-case basis.
- The District will explore options for employees who may need child care for school age children due to the COVID-19 pandemic.
- Employees may only use their personal cell phone voluntarily.

Flexibility in Assignment

- The District shall maintain specific plans on how to follow CDC and County Office guidelines with current staffing levels or added positions.
- The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. The District will present additional job duties needed to be completed by classification to CSEA in EERC to reach agreement. If parties do not reach agreement in EERC then it will be proposed in negotiations.
- The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

All components of the negotiated Agreement between the District and CSEA not addressed by the terms of this MOU shall remain in full effect. This MOU is non-precedent setting and applies to **all phases** ~~Phase 1 Distance Learning~~ during the 2020-2021 school year.

The parties will continue to utilize the collaborative process for problem-solving during the COVID-19 Pandemic.

If the District decides to pursue a Waiver from the Santa Clara Public Health Department for in-person instruction during the COVID-19 Pandemic, both parties will convene to consult on the Waiver application.

This MOU resolves the negotiable effects of opening the 2020-2021 school year with all students attending Virtual School or Independent Study as directed by the Santa Clara County Public Health Department due to the COVID-19 Pandemic. The District or CSEA reserve the right to negotiate any additional impacts related to COVID-19 and the return to in-person instruction.

Enforcement

Any misinterpretation or misapplication of this MOU and attachments shall be subject to the grievance procedure at Article 16.

Cupertino Union School District

California School Employees Association

Screen A. Mann
October 26, 2020
Name Date

Stephen M Fisher 10/26/2020
Name Date

MM Alt
October 26, 2020
Name Date

Sheila Routh 10/26/20
Name Date

[Signature] 10/26/20
Name Date