

**MEMORANDUM OF UNDERSTANDING #2**  
**(COVID-19-Return to Work Impacts and**  
**Effects)**

Effective upon unit ratification and Board approval, with the exception of legally provided mandates, this memorandum is agreed between Rowland Unified School District and the California School Employees Association and its Chapter Rowland 133 (together “CSEA”) concerning the impacts and effects of resumed District operations and COVID-19 conditions, during 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. 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 coronavirus. Care should be taken to identify potential exposure and prevent the spread of the virus. We 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:

- 1) The District understands the desire of CSEA to have information if any student or employee has tested positive for COVID-19. The District will follow the direction of the Los Angeles County Department of Public Health regarding any information sharing and give notice to CSEA as soon as it’s practical without violating the privacy rights under HIPAA and CMIA shall be maintained by all parties at all times.
- 2) Screening of unit members:
  - a) Daily screening of bargaining unit member will occur at the start of their shift
    - i) Bargaining unit members will certify that they don’t have any of the following symptoms
      - (1) Fever
      - (2) Cough
      - (3) Trouble breathing or shortness of breath
    - ii) Employees’ temperatures will be taken at the start of their shift
  - b) Employees who fail to submit to or are dishonest in the daily screening processes may be subject to progressive disciplinary action.
- 3) Upon notification that an employee or student is positive with COVID-19, the District shall initiate contact tracing in conjunction with local health department requirements. All persons who may have come into close contact (within six feet for more than fifteen minutes) with the positive individual shall be notified. Within twenty-four hours of receiving notification that an employee or student has been infected with COVID-19, the District shall notify the CSEA president and Labor Relations Representative of the worksite location(s) of the infected individual.
  - a) In order to encourage worker’s full participation in the contact tracing process/interviews, no information obtained during this process shall be used for disciplinary action, unless the employee knowingly withholds information.

4) Reporting Unsafe Conditions:

- a) Bargaining Unit members shall be obligated to report to their immediate supervisor conditions believed by them to be unsafe.
- b) Employees shall immediately report to their supervisor any problems with established COVID-19 protocols. In the event a deficiency in the COVID-19 protocol is confirmed and the deficiency is not immediately correctable, the employee may request and shall be assigned an alternate work location until the concern can be effectively addressed.

5) For the duration of this MOU, the District has and will continue to provide information to employees on personal hygiene and cleaning to help mitigate the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (e.g. soap and water, disposable towels or tissues, and hand sanitizer). CSEA will cooperate with the District in any necessary public health actions, including, but not limited to, those actions recommended by federal, state, and local departments of public health.

- a) The District will continue to instruct all employees who are returning to work on how to sanitize work areas and help prevent the spread of the virus.
- b) The District will provide personal protective equipment (PPE) appropriate for the tasks required, in order to reduce the physical hazards in the work place or when having to sanitize work areas.
- c) In order to reduce the possibility of an employee coming to work sick, the District shall take the temperature of employees prior to the start of day.
- d) The District will provide the opportunity for all employees to wash hands frequently per CDC recommendations
- e) The District will comply with the 6 feet social distancing, including when giving work assignments whenever possible.

6) Cleaning and Disinfection

- a. The District will clean and disinfect frequently touched surfaces within the school and on school buses at least daily or between use as much as possible. Use of shared objects should be limited when possible or cleaned between use.
- b. If transport vehicles are used by the school, drivers should practice all safety actions and protocols as indicated for other staff (e.g., hand hygiene, cloth face coverings).
- c. Develop a schedule for increased, routine cleaning and disinfection.

7) Physical Barriers and Guides

- a. Employees will comply with the 6 feet social distancing whenever possible. In work stations such as reception desks, the District will review the area and may install physical barriers, such as sneeze guards and partitions, or provide for other accommodations particularly in areas where it is difficult for individuals to remain at least 6 feet apart (e.g., reception desks).

- b. Employees who refuse to comply with social distancing or fail to utilize District provided PPE may be subject to progressive disciplinary action.
  - c. When the general public is on any school site, the District will provide physical guides, such as tape on floors or sidewalks and signs on walls, to ensure that the general public remains at least 6 feet apart in lines and at other times.
- 8) In the event a CSEA bargaining unit member is medically confirmed to have been exposed to coronavirus or is taken ill with coronavirus, the member may use available leaves without fear of reprisal. Members who have exhausted accrued sick leave may use available extended sick leave. CSEA shall not encourage its members to take leave unless there is actually a medical reason to do so.
  - a) Employees who wish to isolate for any reason, including due to being considered COVID high risk, taking care of a family member considered high risk or for childcare needs shall be allowed a six month un-paid leave of absence. Leaves shall be approved within 72 hours of submission of request to Human Resources. Leave applications must be submitted no less than 5 work days prior to the first day of leave.
  - b) Upon notification to the RUSD COVID Response Team, The District will contact any employees who are known to have come into close contact (within 6 feet for longer than 15 minutes) with employees or students who have tested positive or who are presumed positive. In the event the District is made aware through contact tracing of a school district visitor who is positive, the RUSD COVID Response team will contact the affected employees who are known to have come into contact with the positive school visitor. They will be notified and sent home immediately to quarantine and they will be provided with information related to testing.
- 9) Leaves:
  - a) In the event a Unit Member is directed by his/her doctor, the District or Public Health to quarantine or tests positive for COVID-19, the Unit Member shall continue to receive their full salary and benefits for up to 10 (ten) work days (inclusive of FFCA/HR6201) without any deduction from their accumulated sick leave. In the event of a subsequent need to quarantine or a positive test for COVID-19, the employee shall receive an additional four (4) days and may request an additional six (6) days of leave (inclusive of FFCRA/HR 6201) at their full salary and benefits prior to utilization of their accumulated sick leave.
  - b) The District will provide onsite no-cost childcare for schoolage children for staff who are required to physically report to work during school hours.
  - c) In the event childcare is unavailable in RUSD and a Unit Member is unable to work due to the need to care for his/her minor child due to school or daycare closures during COVID-19, such Unit Member shall be eligible for the 12 weeks of expanded family and medical leave ("EFML") under HR 6201. The first 2 weeks of EFML are unpaid; however, an employee may use the 10 days of emergency paid sick leave ("EPSL") under the FFCRA if the employee has not already used the leave. Leave for EPSL and EFML for purposes of child care is paid at two-thirds the employee's regular rate of pay. Employees may elect to supplement the two-thirds pay with existing leave available to employees for child care purposes, including vacation and personal necessity leave.
  - d) If a Unit Member receives payment directly from the federal government, the Unit Member shall

remit the payment to the District. The Unit Member shall complete any necessary forms to ensure the District receives payment.

10) Childcare leave:

- a) The District shall use reasonable efforts to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8 and HR 6201.

11) Care of a family member:

- a) Employees shall be allowed to use, in this order, up to the employee's annual allocations of sick leave if available (not to include extended sick leave) and then earned and unused vacation leave for the care of an immediate family member who is ill with COVID-19.

12) The parties agree that the District shall have the sole and exclusive right to dismiss students and to determine whether a school is closed, maintained as open, or reopened after closure. In the event any District facility is closed, or any District operations are curtailed due to the coronavirus pandemic.

13) As the District begins the process of reopening, an increasing number unit members will be required to complete their duties onsite. Employees are expected to work on site. The District will consider requests to work remotely when all assigned work responsibilities can be completed/performed from home. Unit members not required to remain at work shall work remotely as assigned and be "on call" and subject to direction by the District during their normal scheduled workday.

- a) Vulnerable employees (those above age 65, and those with documented chronic health conditions that would place them at high risk if infected) are assigned work that can be done from home whenever possible.

14) The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations but will make every effort to work and keep communicating with CSEA.

15) In the event the District seeks to add additional school days to this school year or next year, the parties agree to meet and negotiate.

16) Compliance with further governmental orders: The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties 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 as needed over the effects of such further directives.


17) This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.

18) Pending Board approval and CSEA 610 approval, this Memorandum of Understanding is effective September 21, 2020, through December 31, 2020. The parties may mutually agree to extend this Memorandum of Understanding.

- a) Both parties agree to meet to discuss the need to extend, revise or create a new COVID-19 MOU by no later than the week of November 9. In the event HR 6201, which is to expire on December

31, 2020, is extended or amended prior to November 9, the parties agree to meet and discuss the need to extend, revise or create a new COVID-19 MOU.

Dated: September 24, 2020

By: \_\_\_\_\_

For California School Employees Association

Dated: September 21, 2020

By: \_\_\_\_\_

For California School Employees Association

Dated: September 23, 2020

By: \_\_\_\_\_

For District

