

**PROPOSAL FROM
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS ENTERPRISE CHAPTER
No.384 TO ENTERPRISE ELEMENTARY SCHOOL DISTRICT REGARDING RETURN
IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT**

This memorandum is agreed between Enterprise Elementary School District and the California School Employees Association and its Enterprise Elementary Chapter No. 384 (together “CSEA”) concerning the impacts and effects of resumed District operations under post-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 coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

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

1. Safety:

Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall promptly 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.

a) Health Guidelines

- i. The District will follow California Department of Public Health and Shasta County Public Health guidelines for schools.

b) Handwashing Stations

- i. Multiple handwashing locations with signage (soap and water, not sanitizer) and sufficient time for employees to wash their hands at least every hour.

c) Sanitization Supplies

- i. The provision of necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).

d) Social Distancing

- i. The District agrees to maintain physical distancing standards in school facilities and vehicles as defined by the California Department of Public

Health and Shasta County Public Health Guidelines for schools, including but not limited to implementing plans incorporating the following components:

1. To the extent possible, and as recommended by the CDC, attempt to create cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and educators or staff as much as possible.
2. In a circumstance where sufficient physical distancing is difficult or impossible, such as when students are on the bus, enter or exit a school bus in proximity to the bus driver, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidance. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.
3. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.
4. Where possible and where required, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students.

e) Personal Protective Equipment (PPE)

- i. The District shall make every effort to provide sufficient amount of protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. Should essential protective equipment be unavailable to perform regular duties, no employee will be directed to perform the duties notwithstanding not having the protective equipment.
- ii. The District shall implement a plan for ongoing supply of protective equipment.
- iii. The District shall make every effort to purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.
- iv. The District shall make every effort to maintain adequate school-appropriate cleaning supplies to disinfect the school site in accordance with CDPH guidance.

- v. The District shall make every effort to ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, and paper towels.
- vi. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
 - 1. Two re-usable masks per unit member. Two additional re-usable masks will be ordered and distributed once received.
 - 2. Face Shields available upon request. The additional masks will be distributed once received.
 - 3. Disposable masks available if an employee forgets to bring their mask on an as needed basis. Employee may be sent home for their mask if they forget.
 - 4. Disposable gloves available in the office, health office and cafeteria.
 - 5. For staff engaged in symptom screening, the following will be available: Masks, face shields and disposable gloves.

2. Screening:

- i. **Passive Screening.** Instruct parents to screen students before leaving for school (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
- ii. **Active Screening.** Engage in symptom screening as students enter campus and buses, consistent with public health guidance, which includes visual wellness checks and temperature checks with no-touch thermometers (check temperature to ensure temperatures below 100.4 degrees Fahrenheit), and ask all students about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test. All equipment used to screen must be sanitized after each use.
- iii. **Temperature taking duties:** Bargaining unit members will assist. Participating bargaining unit members shall be trained in screening technique prior to screening.

3. Testing and Tracing:

- i. The District will follow all testing and contract tracing assistance as directed by California Department of Public Health and/or Shasta County Public Health.

- ii. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- iii. The District will inform CSEA if a unit member tests positive for COVID-19. For example: A unit member in the cafeteria at Alta Mesa site and the District will follow CDPH requirements for employee notification and tracing assistance.

4.Leave:

iv. **COVID-Related Leave**

In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus or wishes to self-quarantine for reasonable cause **(i.e. family members who are uniquely vulnerable)**, the employee may use available leaves without fear of reprisal.

The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as telework or negotiated change in classification or duties. If reasonable accommodations are not practicable, the LEA should work with the employee to develop a flexible leave plan that accesses all available leave to the employee.

HR 6201: The parties recognize that the Federal “Families First Coronavirus Response Act,” also known as HR 6201, provides eligible employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/2/20 and expires December 31, 2020:

1. Two work weeks of paid sick leave for full-time employees (pro rata for part-time) at the employee’s regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - ii. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
2. Two work weeks of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:

- i. The employee is caring for an individual subject to an order or advised to self-isolate;
- ii. The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
- iii. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to eligible District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees, except it shall not be available to school police officers due to an exemption in the new law.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any eligible employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days (Two work weeks).

The parties acknowledge that these changes apply to eligible District employees and that they may have access to use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

Any employee who is required and reports to work but is sent home due to coronavirus screening shall receive be in paid status for that day with no deduction from that employee's leave banks. The remaining days off due to illness will come from available leave.

Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children.

- iii. **Other forms of leave:** Employees who have exhausted accrued sick leave may use extended sick leave. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to access all available leave under state, federal and collective bargaining agreement guidelines.
- iv. **No loss of pay during COVID-19 related closures or curtailments:** In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Distance Learning, Hybrid instruction or any other form of

virtual and/or combinations of on-campus with virtual learning, shall not be considered a closure or curtailment.

- v. Employees may still be offered telework to facilitate the education delivery method. If the employee declines work they will have access to all available leaves for which they are eligible.
- vi. **CSEA support for full funding:** CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to epidemic.

5.Accommodation:

- v. The District explicitly acknowledges that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19, for employee's that fall within the at-risk categories as defined by California Department of Public Health.
- vi. The District will follow all state, federal, Board Policy and Administrative Regulation requirements with regards to the interactive process to determine if reasonable accommodation can be provided for the employee to complete the essential functions of their position.

6.Return Personnel:

- vii. All employees will return to work on their first contractual day of the 2020/21 school year.
- viii. District agrees to give 48-hours' notice prior to requesting an employee report back to their site, if they have been home under a shelter in place order, telework, etc.
- ix. All unit members shall report to their work site, in person, unless the county is under a shelter in place order and unit members are not permitted to return to work. Unit members that are in an at-risk category as defined by California Department of Public Health or have a household family member in an at-risk category defined by California Department of Public Health (documentation may be required) shall be considered for assisting with Distance Learning from home as long as they have stable internet connection and phone service that allows them to complete the assigned duties to facilitate the requirements of the Distance Learning model at no cost to the District.
- x. The District will at its discretion, determine criteria for disseminating alternative assignments. If reasonable accommodations are requested the District will participate in the interactive process and follow all applicable state, federal, board policy and administrative regulations requirements.

- xi. The District will communicate (via phone, email and/or text) information and updates.
- xii. The District and CSEA agree that all CSEA bargaining-unit employees shall work at their regularly assigned site for the 2020-2021 school year, unless otherwise needed on a flexible base for the 2020-2021 school year or unless the governor issues another shelter-in-place order and unit members are not permitted to return to work for all citizens of California.
- xiii. If a change in placement is necessary for the 2020/21 school year, the District will follow the collective bargaining agreement with regards to transfers.

7. Workload and Staffing Ratios:

- xiv. The District and CSEA agree to meet to address anticipated increased workload concerns to accommodate CDC guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedule, added bus routes, increased extended care enrollment).
- xv. The District shall have the ability to time card extra time in order to accommodate increased workload for the 2020/21 school year at the discretion and approval of the site or program administrator. This extra time shall not create a new position and/or become permanent time for the unit member that has accepted the extra time during the COVID situation. The District, whenever practical, will offer the extra time to unit members who express interest and are qualified to perform the duties.

8. Duties:

- xvi. The District and CSEA acknowledge that California Education Code §45101(a) and §88001(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 temporarily preform duties not currently contained within their current job description.
- xvii. The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:
 1. Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations for employees assigned these duties.
 2. Use of hazardous chemicals for cleaning, specialized training is required for employees assigned these duties.
 3. Coronavirus training for all employees as required by the IIPP. Which may include, physical distancing, potential symptoms, etc.
 4. Symptom screening, including temperature checks, asking survey questions, etc for employees assigned these duties.

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

9. Information and Further Negotiation: The District will update the school plan with all requirements by state and federal guidelines and provide CSEA with the updated plan. The District and CSEA will then negotiate any effects or impacts that are negotiable in scope regarding the District's school plans, upon request by CSEA.

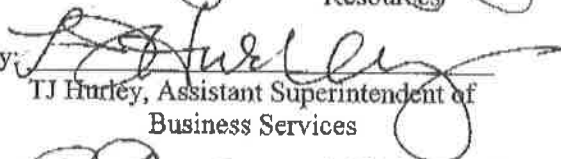
10. Compliance with further governmental orders: The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.

11. Duration of Agreement: This agreement shall remain in effect through June 30, 2021.

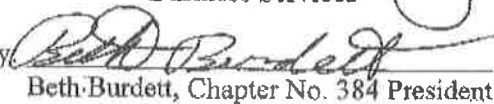
Dated: 8-06-2020

By: 
Meagan Hawley-Stone, Director of Human Resources

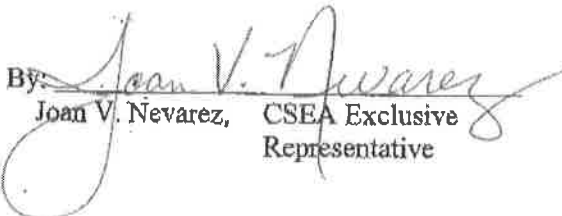
Dated: 8-06-2020

By: 
TJ Hurley, Assistant Superintendent of Business Services

Dated: 8-06-2020

By: 
Beth Burdett, Chapter No. 384 President

Dated: 8-06-2020

By: 
Joan V. Nevarez, CSEA Exclusive Representative