

MEMORANDUM OF UNDERSTANDING (MOU)
Between
The Long Beach Unified School District
And
CSEA Long Beach Chapter 2 Unit A
CORONAVIRUS (COVID-19) Pandemic - School Opening Agreement
November 4, 2020

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CSEA

This memorandum is agreed between Long Beach Unified School District ("District") and the California School Employees Association Chapter 2 Unit A ("CSEA") concerning the impacts and effects of Opening Schools on 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 reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

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

1) Staff Safety

- a. **Physical Distancing:** The District will maintain physical distancing standards in school facilities, grounds, and vehicles consistent with the guidelines and directives set forth by the Los Angeles County Department of Public Health (LADPH) applicable to 100% distance learning. The LADPH requirements can be found on the District's Website under the Employee Relations Office tab.

The District shall evaluate all workspaces to ensure that unit members maintain physical distancing to the extent reasonably possible. To this end, changes to the physical layout or grouping of people may be necessary, which may include:

- One-way hallways
- Face shields and face coverings for designated unit members that have ongoing contact with staff, students, and visitors
- Rearranging office spaces and use of additional offices, classrooms, and other site facilities to provide proper spacing for staff in work spaces, breakrooms, staff rooms, and bathrooms
- Training and professional development will be held virtually whenever possible. Should training need to occur in person, proper spacing will be provided.

- b. **Handwashing and Sanitation:** The District will ensure sufficient access to all necessary handwashing and hand sanitizing supplies, including soap and paper towels. It shall not be the bargaining members' responsibility to purchase or provide any materials necessary for

- handwashing or sanitizing. The District shall post proper handwashing procedures at all wash stations.
- c. **Face Coverings:** All staff and students shall wear face coverings, as per LADPH requirements. The District shall provide reusable and/or disposable masks if an employee or student does not have a face covering.
 - d. **PPE and Hygiene:** The District shall provide protective equipment and supplies required by the LACDPH including: cleaning supplies to disinfect the school site; hand sanitizers; hand washing stations; tissues and paper towels; and face masks. The District will also provide additional personal protective equipment for work assignments that require contact with a student within less than the required physical distancing guidelines which may include gloves, face shields, and disposable gowns/aprons. Information shall be provided to staff and students on proper use, removal, and washing of cloth face coverings.
 - e. The District shall establish and maintain routine a “deep-cleaning” schedule as required by the LACDPH. The District shall ensure that all classrooms’, restrooms, and workplaces are cleaned and disinfected prior to the start of each school day, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using disinfectants or equivalent means, recommended by LACDPH to ensure adequate disinfection of spaces.
- 2) **Screening of Staff:** Bargaining unit members shall be screened prior to entering the work site consistent with LACDPH requirements, which include temperature checks, and specific screening questions of everyone entering buildings/sites throughout the district. This screening will follow district protocols developed in conjunction with LACDPH. Logs will be maintained for those exhibiting symptoms to allow for proper follow-up and wellness checks. The results of the temperature checks and answers to questions shall be kept confidential by the District. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and shall not be used to inquire into other medical conditions. Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms. The parties agree that screening shall be considered a part of the standard workday. No employee shall be required to be screened prior to their designated start time. Entry points shall be specified for each site and employees will be discouraged from entering sites at any other location. If an employee is sent home as a result of this screening process, the employee may be dismissed for the day and must adhere to LACDPH protocols regarding a return to work. Until able to return to work based on the District’s Safety Protocol, including the day they were sent home, employees may use their available leave outlined in the CSEA collective bargaining agreement (CBA) or available leave under the Families First Coronavirus Response Act.

Screening Procedures: Unit Members required to screen, shall be provided personal protective equipment determined appropriate by the District based on guidance from LACDPH. The site/department shall initiate a process to seek volunteers from site/department designated classification(s) prior to assigning unit members to screen. Thermometers used for screening shall

be regularly calibrated. Upon verification, unit members who have underlying risk factors that put them in a high-risk group for contracting Coronavirus, as outlined by the CDC, will not be required to be screeners. The District shall implement a screening process throughout the District in compliance with LACDPH requirements.

- 3) **Reporting Unsafe Conditions:** A unit member may report in writing any unsafe condition in the working environment to his/her immediate supervisor. The District will respond to the unit member's reported unsafe condition in accordance with Article X, Safety Conditions, contained in the classified collective bargaining agreement.
- 4) **Testing and Tracing:** The District shall provide plans for contact tracing when any on-site unit member has been in close contact with a person(s) who has tested positive for COVID-19. The District shall notify CSEA for large cases and closures. The District shall provide unit members with information on free COVID-19 testing. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

Upon notification that a unit member has been infected with COVID-19, the District shall initiate contact tracing procedures as required by the LACDPH. It is understood that privacy rights under HIPAA and CMIA will be maintained.

- 5) **Outside Visitors and Groups:** The District will develop a plan to limit access to school sites for parents and other visitors as required by LACDPH, which shall include:
 - Requiring parents and outside visitors to wear face coverings when entering the campus.
 - Requiring parents and outside visitors to use District-designated access point(s).
 - Requiring parents and outside visitors entering the campus to be screened consistent with LACDPH guidelines
- 6) **Compensation:** Unit members' compensation and benefits shall not be reduced as a result of the modified district operations, as long as full funding remains available to the district. Working remotely does not affect a unit member's status as a District Employee. This does not cover circumstances involving employee layoffs or reduction in hours. If a lay off occurs, the District will rely on the procedures set forth in the Effects of Layoff MOU negotiated with CSEA.

CSEA reserves the right to continue advocating for hazard pay outside of the School Opening MOU negotiations process.

- 7) **Leaves of Absence:** Unit members shall have leave rights as set forth in the CSEA collective bargaining agreement. In addition, unit members shall have access to any additional leaves as authorized under federal law, including HR 6201 in the Families First Coronavirus Act. A summary of HR 6201 is contained in the attached information provided by the U.S. Department of Labor.

Leave Flexibility: On a case by case basis, the District will review the needs of each employee seeking leave accommodations and allow members to flexibly apply such accrued leaves as determined

appropriate by the District or District Designee. This section does not include HR 6201 leaves. Any alternate work schedule or leave accommodation approved by the district, shall be temporary depending on the needs of the site or department as determined by the site/department administrator/supervisor.

Other Forms of Leave: Bargaining unit members under personal quarantine by written order of the health officer of the city or county, or district whether because of their own illness or on account of the illness of others, shall be provided a maximum of up to ten (10) days of paid leave, after utilizing available federal leave under HR6201, to quarantine without suffering a loss of pay and with no charges to their sick, PN and vacation balances. During the term of this Agreement, alleged violations of the specific terms of this section (Other Forms of Leave) shall be subject to the Grievance Procedures in Article XII of the Classified Contract and not Section T, Quarantine, in Article VIII of the Contract. General periods of district wide quarantine due to COVID-19 related events or actions declared by written order of the health officer of the city, or county, or district shall not be counted as times of personal quarantine. Any arbitration decision issued on a grievance filed under Article VIII, Section T of the Classified Contract prior to the effective date of this provision, shall not establish a precedent and the district shall be bound to apply the arbitrator's decision only to grievant, and not to any other bargaining unit employee. This leaves provision is not precedent setting and shall expire at the end of the agreement's term.

Workers Compensation: Workers' Compensation claims shall be approved consistent with current law at the time of filing.

- 8) **Accommodation:** The interactive process may be applied by the District to make work safe for unit members with health conditions that may place them at high risk if infected. Such employees are referenced in the LACDPH Guidelines. As part of the interactive process, the District reserves the right to request employees to provide sufficient documentation to verify they have an underlying health condition recognized by the Centers for Disease Control (CDC) as increasing the employees' risk of severe illness due to COVID-19.
- 9) **Work Hours:** Generally, unit members may be required to remain on site and perform their regular work assignments or work outside of their regular work assignments.

Where, in exceptional circumstances, unit members are not required to remain at work, they shall work at home and be subject to the direction of the District during their scheduled workday in accordance with the CSEA collective bargaining agreement.

- 10) **Worksite Flexibility:** Employees in the following job classifications, not assigned to sites with in person instruction - will be provided the flexibility to select an alternate work location provided they adhere to the attached Alternate Work Location Agreement.
- Accompanist
 - Behavior Intervention Assistant (BIA)

- Behavior Intervention and Coaching Specialist
- Instructional Aide Classifications (IA)
- Instructional Aide Special Classifications
- Instructional Assistant Classifications
- Sign Language Interpreter
- Speech-Language Pathology Assistant (SLPA) Classifications

At Risk Employees: Unit members who have underlying risk factors that put them in a high risk group for contracting Coronavirus, as defined by the CDC, will have the option to work from an alternate location if deemed appropriate by the district through the interactive process if their duties can be completed remotely.

Notes:

- In the event an aide is transferred to a site with in person instruction due to specific district needs, the Alternate Work Location Agreement would be voided. Except in the case of extenuating circumstances as determined by the district, involuntary transfers will be made in accordance with the procedure outlined in Article IX, Section 2 of the Collective Bargaining Agreement.
- Avalon employees who do not reside on the Island, will have the option to report to a specific alternative site on the mainland that is designated by the district.

- 11) **Duties:** Due to the current unforeseen and unprecedented nature of the Coronavirus, the District may require some bargaining unit positions to perform duties not contained in their current job description and/or adjust their work hours. CSEA will be notified in instances where the district believes duties assigned to a unit member fall outside of the unit member's job family. If waived by the employee, adjustment of work hours/location may not fall within the ten day contractual notice. The District and CSEA agree this is a temporary solution based on emergency circumstances and shall not be considered a waiver of CSEA's right to negotiate the transfer of duties following the expiration of this MOU. The District and CSEA agree to meet and discuss concerns regarding employees working out of classifications, to the extent required by law.
- 12) **Protocols:** The District and CSEA agree that this MOU shall not be precedent setting or establish a past practice. The District will share, with CSEA, changes to COVID-19 guidelines and mandates received from local health authorities that affect unit members. The parties understand the coronavirus pandemic is fluid and mutually agree to review the provisions of this MOU as deemed necessary. The District and CSEA reserve the right to negotiate any additional legal mandates, within the scope of representation, directly affecting unit members during school closure caused by the coronavirus after the date of this MOU and prior to its expiration. In the event of another mandated closure, the District agrees to begin conversations to discuss re-implementing the alternative work location agreement within a reasonable time.

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Should a concern arise from the enforcement of this agreement, unit members may file their concern in writing to their immediate supervisor. The unit member's supervisor will provide a written response to the unit member within ten (10) working days. In the event the issue remains unresolved, unit members may be referred to the grievance procedure outlined in the parties' collective bargaining agreement. The unit member's grievance may be processed through Level IV Arbitration of the Classified Collective Bargaining Agreement with the exception of the following MOU sections: Section 10 - Worksite Flexibility and Section 11 - Duties.

- 13) **Term:** This Memorandum of Understanding shall be effective November 4, 2020 and expire on June 30, 2021, or upon an order from the State or District Board requiring employees and students to return to work in a traditional school pre-Coronavirus setting and work schedule, whichever occurs first. Thereafter, this MOU may be extended by mutual written agreement of the District and CSEA.

Approval:

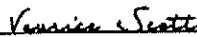
Date: 11/4/20

By: 
Steven Rockenbach – Director of Employee Relations & Ethics

Date: 11/6/20

By: 
Gilbert Bonilla Jr. – CSEA Chapter 2 President

Date: 11/6/2020

By: 
Vaurice Scott – Unit A Vice President

Date: 11/06/20

By: *Brittany Jones*
Brittany Jones – CSEA Labor Representative