

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
TULARE COUNTY OFFICE OF EDUCATION
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTERS #428 AND #899**

This memorandum is an agreement between the Tulare County Office of Education (TCOE) and the California School Employees Association and its Chapters #428 and #899 (together "CSEA") concerning TCOE's response to the coronavirus (COVID-19) pandemic. This Agreement shall be effective the date of signature and for the duration of the COVID-19 pandemic until Public Health has officially deemed the virus no longer a threat.

TCOE and CSEA recognize that the pandemic is quickly evolving and that the best efforts will be taken to keep up with and follow federal, state and local public health requirements and guidelines.

TCOE and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by TCOE and its teachers and staff. We recognize the importance of prudent measures to prevent TCOE employees, students, their families, or other people using TCOE 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. We agree that continuity of essential TCOE operations may need to be maintained, and provisions should be made for TCOE employees who are impacted by the pandemic.

To these ends, TCOE and CSEA agree as follows:

- 1) TCOE will inform CSEA as soon as practicable should it learn of a confirmed or likely COVID-19 infection of TCOE employees or students.
- 2) TCOE will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take all measures available to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). In the event that preventive sanitation measures are not available at a worksite, the employee must contact their supervisor and is not expected to perform an unsafe activity. TCOE and CSEA recognize that there have been severe shortages throughout California of supplies for hygiene and sanitation recommended by Public Health but will make all reasonable efforts to provide appropriate supplies. CSEA will cooperate with TCOE in any necessary Public Health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
- 3) In the event a CSEA bargaining-unit employee is exposed to COVID-19 or is taken ill with COVID-19, sick leave policies will be liberally construed to encourage such employee not to infect others by coming to work. Similarly, those employees with medical proof of

susceptibility to the virus should it be detected among students or staff at a facility will be granted leave as liberally as possible when consistent with TCOE's operational needs. CSEA will notify its members of TCOE's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.

- 4) Due to Governor Newsom's order to close schools due to the COVID-19 pandemic, 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. During a closure, unit members must be reachable at all times during their regular work hours, abstain from alcohol or other substances, and report to work within one hour of notification to perform assigned duties as needed. Employees who are temporarily not available during work hours due to personal reasons such as doctor's appointments for self or family, or personal business reasons, will be required to report this absence and record it in the absence tracking system. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. During a closure pre-approved off contract or sick leave shall continue to be used as originally planned and the unit member will not be expected to be available to work.
- 5) CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392.
- 6) TCOE may seek to add additional school days to this school year or next year. TCOE will seek to staff such additional days first by using volunteers. Such work shall be compensated at least the same as during the regular school year. Before requiring any employee to provide additional service on an involuntary basis, TCOE will negotiate further with CSEA.
- 7) TCOE and CSEA agree that all current adopted leave policies will remain in full effect during the duration of the COVID-19 pandemic.
- 8) Families First Coronavirus Response Act
TCOE will implement the Families First Coronavirus Response Act – HR 6201 (FFCRA) effective April 2, 2020 through December 31, 2020, unless extended or amended by federal action. The FFCRA provides most employees with two weeks of paid leave for coronavirus-related (COVID-19) absences and extends the Family Medical Leave Act (FMLA) for childcare needs.

FFCRA provides the following:

- a. Two 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.

- b. Two 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 child care 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.
- c. Up to 10 weeks of additional paid sick leave and expanded family and medical leave paid at 2/3 to care for an employee's own child(ren) whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions.

The parties further recognize that FFCRA extends FMLA leave in various ways, including:

- I. making it available to any employee who has been employed for at least 30 days,
- II. 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,
- III. and making it a paid leave at 2/3 pay after the first 10 days.

The parties recognize that such leave as provided by FFCRA shall be available to all employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

The parties acknowledge that these changes apply to all employees and that they may use any previously-accrued sick leave to fill any gap in pay resulting from the 2/3 formula in FFCRA.


Other forms of leave: Employees who have exhausted accrued sick leave may use any other available leave. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay. Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children.

- 9) Any approved remote work shall be at the discretion of TCOE using an adopted standard with an emphasis on equity, health, and safety in the workplace, aligned with any mandates from Public Health for social distancing. TCOE may also develop a social distancing policy and mandate some unit members to engage in remote work with alternate work in lieu of the regularly assigned tasks in positions where it is deemed feasible and appropriate.
- 10) Unit members that exhibit symptoms that are consistent with symptoms of the COVID-19 as defined by Public Health (e.g. fever, cough, and difficulty breathing) may be sent home by TCOE and will be placed on paid administrative leave. Unit members shall not return to work until asymptomatic or unless the unit member provides a medical note clearing the unit member to return to work.
- 11) Employee Evaluations are postponed until further notice.
- 12) 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.


Dated: 4-8-2020

By: 
For Tulare County Office of Education

Dated: 4-7-2020

By: 
For CSEA, Chapter 428

Dated: 4-7-2020

By: 
For CSEA, Chapter 899

Dated: 4-7-2020

By: 
For California School Employees Association