

Tentative Agreement
between the
TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS
And the
TUOLUMNE COUNTY COUNCIL OF CLASSIFIED EMPLOYEES, AFT LOCAL 6097, AFL-CIO

This memorandum is agreed between the Tuolumne County Superintendent of Schools (TCSOS) and the Tuolumne County Council of Classified Employees, AFT Local 6097, AFL-CIO (Council) concerning the TCSOS's response to the coronavirus (COVID-19) epidemic. This Agreement shall remain in effect effective the date of signature for the duration of the COVID-19 pandemic until Public Health has officially deemed the virus no longer a threat.

The TCSOS and Council recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by TCSOS and its teachers and staff. We recognize the importance of prudent measures to prevent TCSOS employees, students, their families, or other people using TCSOS 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 TCSOS operations should be maintained, and provisions should be made for TCSOS employees who are impacted by the epidemic.

To these ends, the TCSOS and Council agree as follows:

TCSOS will inform Council as soon as practicable should it learn of a confirmed or likely COVID-19 infection of TCSOS employees or students.

TCSOS 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). TCSOS and Council 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. Council will cooperate with the TCSOS 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).

In the event a Council bargaining-unit employee is exposed to COVID-19 or is taken ill with COVID-19, TCSOS will follow the guidance of the Tuolumne County Public Health Department, abide by the Families First Coronavirus Response Act: Employee Paid Leave Rights, the Governors Executive Order N-28-20, and any other subsequent State and Federal Executive Orders 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 may be granted leave as outlined in the Families First Coronavirus Response Act: Employee Paid Leave Rights, the Governor's Executive Order N-28-20, and other Subsequent State and Federal Executive Orders. Council will notify its members of the TCSOS commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.

In the event any TCSOS facility must be closed, or any TCSOS operations are curtailed due to the COVID-19 epidemic, Council bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the TCSOS will continue to pay bargaining-unit employees even if they are unable to work due to COVID-19-related reduction in use of TCSOS facilities. 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 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.

TCSOS may seek to add additional school days to this school year or next year. TCSOS 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, the TCSOS will negotiate further with Council.

TCSOS shall respond to requests by employees who are parents managing childcare providers, providing care for family members or school emergencies caused by COVID-19-related closure in conformity with the Education Code, Board Policies/Administrative Regulations, and the collective bargaining agreement, the Families First Coronavirus Response Act; Employee Paid Leave Rights, the Governor's Executive Order N-28-20 and any other subsequent State or Federal Executive Orders.

TCSOS and Council are in agreement that all current adopted leave policies will remain in full effect during the duration of the COVID-19 pandemic. The following special circumstances shall be in effect during the duration of the pandemic:

Unit members who may be at high-risk during this pandemic may provide the appropriate medical documentation to request a leave during the pandemic when asymptomatic in which case an interactive process meeting will be conducted to determine any reasonable accommodations that may be implemented. Those unit members participating in the interactive process will be required to use paid sick leave or any other paid time off. Unit members who do not participate in an interactive process shall use available paid/unpaid leaves during a preventive self-quarantine.

If a qualified medical professional and public health official has quarantined an employee, that employee will not have to use sick time or other paid leave and will be compensated at their regular daily rate. The employee will have to present written verification of the quarantine order that includes the beginning and end dates. One exception is if an employee chooses to embark on personal travel to a high-risk country after the Centers for Disease Control and Prevention (CDC) has posted a travel health notice. If that employee is quarantined or follows CDC's guidelines to self-isolate after returning to the U.S., they will not be provided paid leave.

Unit members shall agree to inform TCSOS when with reasonable evidence, (such as employer verification, or physician verification), they believe they have been exposed to an individual who has tested positive for COVID-19 and shall self-quarantine for 14 calendar days to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. Unit members will not be required to use paid sick leave or any other form of paid time off during this exposure self-quarantine.

Any approved remote work shall be at the discretion of TCSOS or designee 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. TCSOS will support staff in providing guidance to the delivery of distance learning through the Distance Learning Plan (DLP) during the time of school closure. TCSOS 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.


The Parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the Parties' Collective Bargaining Agreement and Board Policies and Administrative Regulations.

UNIT will support efforts to maintain funding pursuant to Education Code §§ 41422, 46390 and 46392 in the event of a closure of any District facilities due to epidemic.

By:

Dated: 4-23-2020

Tuolumne County Superintendent of Schools

By: 

Dated: 4-17-20

Tuolumne County Council of Classified Employee
AFT Local 6097, AFL-CIO

By: 

Updated: 4.16.2020