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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CENTER CHAPTER
#610 AND THE CENTER JOINT UNIFIED SCHOOL DISTRICT REGARDING 2020-
2021 SCHOOL YEAR RETURN IMPACTS AND EFFECTS**

This Memorandum of Understanding ("MOU") is agreed to by and between the Center Joint Unified School District (hereafter "District") and the California School Employees Association and its Center Chapter 610 (together "CSEA") concerning the impacts and effects of resumed District operations under COVID 19 conditions in the 2020-2021 school year.

The District and CSEA (together "the parties") recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its classified staff. The parties recognize the importance of prudent measures to minimize unit members from being exposed to the coronavirus at work. Care should be taken to identify potential exposure and mitigate the spread of the disease. The parties further agree that continuity of District operations should be maintained, and provisions should be made for unit members who are impacted by the pandemic.

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

1. Safety:

a) 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, within two (2) working days, 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.

All employees shall have the right, without retaliation, to express any concerns with performing work reasonably considered to be unsafe, by notifying their supervisor in writing of such concerns and the basis therefor, which may not be ignored by the supervisor. Unit members may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

- b) The District shall follow Sacramento County Department of Public Health ("SCDPH") recommendations and orders for school reopening and reclosure. (See <https://economic.saccounty.net/Pages/Guidelines-and-Assistance-for-Reopening.aspx>.) In the unlikely event that SCDPH guidelines conflict with California Department of Public Health guidelines for reopening schools, the District will comply with the guidelines which offer the greatest COVID-19 safety protections to unit members.**

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- c) The District may provide options such as working remotely or negotiating a temporary change in duties for unit members as confirmed by medical documentation, who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk. If reasonable accommodations are not practicable, the unit member may utilize leaves as stated below.
- d) The District will conduct all staff meetings, professional development training and education, and other activities involving staff with physical distancing measures in place, or virtually, where physical distancing is a challenge.
- e) The District will conduct the following trainings which shall be mandatory for applicable unit members:
 - i. Enhanced sanitation practices (custodial and maintenance)
 - ii. Physical distancing guidelines and their importance (All)
 - iii. Proper use, removal, and washing of face coverings (All)
 - iv. Screening practices (All)
 - v. COVID-19 specific symptom identification and when to seek medical attention
 - vi. How COVID-19 is spread (School site staff)
 - vii. Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID-19. (All)
 - viii. The employer's plan and procedures to follow when children or adults become sick at school. (School site staff)
 - ix. The employer's plan and procedures to protect workers from COVID-19 illness. (All)
- f) The District shall provide sufficient protective equipment to comply with SCDPH guidance for unit members appropriate for each classification or duty, relevant to Cal/OSHA requirements.
- g) Bargaining unit members shall not be required to bring their own PPE, and no bargaining unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- h) If the District fails to provide sufficient PPE for the day, individuals without PPE may be sent home to work remotely or directed to perform their duties that do not require protective equipment, if any.
- i) The District shall follow SCDPH health guidelines and orders, including but not limited to:
 - i. Maintaining appropriate changes to physical layout, to the extent possible, to maintain physical distancing:
 - One-way hallways;
 - Barriers for food service;
 - Barriers for bus drivers;

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- and Limits on number of students in classrooms or other spaces
- j) The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited to implementing plans incorporating the following components:
- To the extent possible, plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals, or current CDC recommended distance.
 - To the extent possible, and as recommended by the SCDPH, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day, and to minimize movement of students and staff as reasonably possible.
 - In a circumstance where sufficient physical distancing is difficult or impossible, such as when students 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.
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- k) The District shall implement a plan for ongoing supply of protective equipment.
- l) The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings, to the extent such supplies are available.
- m) The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with SCDPH guidance.
- n) The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, no-touch trash cans and paper towels.
- o) The District agrees to provide other protective equipment, to the extent that such supplies are available, as appropriate for work assignments, including but not limited to as follows:
- For staff engaged in symptom screening:
 - Face masks, face shields and disposable gloves
 - For front office and food service staff:
 - Face masks and disposable gloves, sanitizing wipes
 - Library techs and paraeducators
 - Sanitizing wipes, face masks
 - For custodial staff:

Surface cleaning

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▪ Face masks, gloves appropriate for all cleaning and disinfecting
Deep cleaning and disinfecting

- Appropriate PPE for COVID-19 disinfection (gloves, eye protection, and face mask, or respirator if required) in addition to PPE as required by product instructions

p) The District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes:

- Avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and bathrooms.
- Avoiding the direction of grouping staff together for training or staff development. Virtual training and distancing measures shall be considered.
- 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.
- Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students.
- If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces to the extent such installation is feasible.

q) The District shall require face covering for every person on site, including students and visitors, in accordance with SCDPH guidelines and orders.

r) The District shall establish and maintain routine “deep-cleaning” schedule in accordance with SCDPH guidelines and orders.

s) The District shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, or local health authorities and shall negotiate any new effects of implementing those guidelines not already covered in this MOU.

t) The District will comply with SCDPH guidelines regarding any temporary closure and deep cleaning of site upon learning that infected persons were present at a school site.

u) The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis, and agrees to make updates accessible to CSEA.

v) The District agrees it shall require face masks, consistent with SCDPH recommendations, to be worn by parents, students and other community members:

- While on school grounds (except when eating or drinking)

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- While on a school bus

2. Screening:

- a. **Passive Screening.** The District will notify parents of their obligation 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.
- b. **Active Screening.** The District will notify parents that students will be actively screened 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.
- c. The District will adhere to SCDPH guidelines if a student is symptomatic while entering campus, a school bus, or during the school day.
- d. **Staff Screening**
 - i. Unit members shall be required to self-report and/or respond to District screening questions including a daily affirmation that they have not had a fever within the past 24 hours, or symptoms including cough, shortness of breath, or runny nose. Unit members experiencing signs of illness or a fever of 100.4 degrees or higher, cough or other COVID-19 symptoms while at work will be sent home with leaves pro-rated for the time spent at work.
 - ii. Unit members shall conduct their own "Passive Screening" prior to leaving home to attend their shift:
 - Self-screen before leaving for work (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, check for symptoms outlined by public health officials) and to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
 - iv. Temperature checks and questionnaires shall be performed in confidential manner.

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- v. Screening records shall be kept confidential.
- vi. Screening records shall be destroyed in accordance with SCDPH guidelines.
- vii. The parties agree no employee will be disciplined for failing screenings.
- viii. Safety screenings and any necessary medical examinations are strictly limited to COVID and shall not be used to inquire into other medical conditions.
- ix. 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, unless the employee exhibits symptoms during the work day which necessitates additional screening at that time.

3. Food Service

- a. The District agrees to adhere to SCDPH guidelines for food service in schools, which may include developing strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).
- b. To the extent that installation is feasible, the District agrees to install physical barriers, such as sneeze guards and partitions at POS and other areas where maintaining physical distance of six feet is difficult.
- c. The District agrees to modify Food Service operations in accordance with SCDPH school guidelines.

4. Testing and Tracing:

- a. The District shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19. It is understood that privacy rights under HIPPA, FERPA, and CMIA will be maintained.
- b. The District shall comply with SCDPH protocols in notifying CSEA of bargaining unit member exposure to COVID-19.
- c. Unit members shall obtain COVID-19 testing through their health care provider or health department where potential exposure at the workplace during duty hours has occurred. The District will maintain a list of free COVID-19 test providers in the Personnel Office for unit members.
- d. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

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- e. Temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

5. Leave:

a. Workers' Compensation

The District will comply with the workers' compensation process.

- b. The District shall provide leaves in accordance with HR 6201 and the Contract for taking time needed to comply with a medical professional's recommendations, including to self-quarantine, secure one's own health, or secure the health of one's household during the COVID-19 crisis. (Discretionary leave provisions in the Education Code may also be considered.) Unit members with dependent-care needs, who are not absent for health reasons listed above, may use leave in accordance with HR 6201 and the Contract. (See <https://drive.google.com/file/d/1QWN1Eawyr263KUBBL-biUF8JSJ9anfTg/view?usp=sharing>)

- c. **Other forms of leave:** Unit members who have exhausted accrued sick leave may use extended sick leave.

- d. **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.

- e. **Vacation Leave:** The District recognizes it may be challenging for unit members to schedule and take vacation during the 20/21 school year. The parties agree to meet and discuss the application of Article VIII Vacation, section G as it relates to individual bargaining unit members.

6. Accommodation:

- a. The District acknowledges that the interactive process may be required to accommodate unit members with health conditions that heighten the risk of severe outcomes with COVID-19.

- b. Unless to do so would impose an undue hardship on the District, the District may provide reasonable accommodation for unit members who are at higher risk for severe illness, or who cannot safely distance from individuals residing in the unit member's home at higher risk, as supported by a health provider's documentation, by providing options such as telework or negotiated change in duties.

If reasonable accommodations are not practicable, the unit member may use leaves as stated above.

- c. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

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d. The District agrees to initiate the interactive process for employees whose physician designates them as "high risk" or "vulnerable" as related to exposure to COVID-19. The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition as supported by a health provider's documentation,, including but not limited to:

- Providing additional or enhanced personal protective equipment (PPE);
- Placing physical barriers to separate the vulnerable employee from coworkers or the public;
- Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
- Moving the employee workstations.

7. Return Personnel:

- a. Absent emergency circumstances, the District agrees to give 24-hours' notice prior to requesting an employee report back to their site.
- b. The District and CSEA agree that CSEA bargaining-unit members may be allowed to telecommute (work from home) as determined by the District, if their job description reasonably permits such duties to be performed remotely, and the individual unit member is able to perform all duties competently as confirmed by the Director of Personnel, in order to help maintain necessary social distancing requirements for the 2020-2021 school year.:
- c. If a unit member is approved for working remotely as stated in this MOU, the District will provide those working in the CSEA bargaining-unit classifications with equipment necessary to perform their assigned duties while telecommuting (working from home).
- d. While telecommuting (working from home) CSEA bargaining-unit members are expected to be available at all times, and shall respond timely to all communications via telephone or email, during their designated working hours.

8. Duties:

- a. 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 unprecedented nature of the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.
- b. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall comply with Education Code section 45110.

9. Information and Further Negotiation: The District will share with CSEA public information it receives from local health authorities about the COVID-19 pandemic. The District will inform CSEA, in writing, of any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety, not already covered by this MOU.

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 MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021.

12. Grievance Procedure: Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

Dated: 9/15/2020

By: *David Linn*
For District

Dated: 9-15-2020

By: *Marie Higgins*

Dated: 9/15/2020

By: *cesar mata*
For California School Employees Association

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