

**MEMORDUM OF UNDERSTANDING
BETWEEN
WASHINGTON UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, RIVERVIEW CHAPTER #168
REGARDING THE COVID-19 PANDEMIC AND RETURN IMPACTS AND EFFECTS
ON THE CSEA BARGAINING UNIT**

AUGUST 14, 2020

This memorandum is agreed between the Washington Unified School District (“District”) and the California School Employees Association and its Riverview Chapter #168 (together “CSEA”), together the Parties, concerning the impacts and effects of resumed District operations under 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:

The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal/OSHA”), and Yolo County of Health and Human Services issued as of the signing of this MOU. These guidelines include but are not limited to: Cleaning and Disinfecting, Physical Distancing, Face Coverings, Hygiene, and Symptom Checks.

- a) The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements including but not limited to:
 - For staff engaged in symptom screening:
Face Coverings masks, face shields and disposable gloves
 - For front office and food service staff:
Face coverings and disposable gloves

- For custodial staff:

Surface cleaning

Masks, gloves appropriate for all cleaning and disinfecting

Sanitizing and disinfecting

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

- b) The District shall implement a plan for ongoing supply of protective equipment.
- c) The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance.
- d) The District shall ensure sufficient supplies of hand sanitizers, soap, tissues, no-touch trash cans, as necessary, and paper towels.
- e) The District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of the virus which includes:
 - Install signage directing staff of CDC guidance on avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and bathrooms.
 - The District shall evaluate all workspaces to ensure that unit members can maintain physical distancing to the extent possible.
 - Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between unit members and students.
- f) The District shall make available to all bargaining unit members any PPE required to complete assigned tasks. If appropriate protective equipment is not available, unit members will not be required to complete the task for which the PPE is needed but may be assigned to another work location.
- g) The District shall require face covering for every person on site, including students and visitors, in accordance with State health guidelines and orders.
- h) The District shall enforce appropriate limitations on access to school sites, including screening of students, limits on non-student, non-employee access, and safe arrangements for student drop-off and pickup.
- i) The District shall establish and maintain routine and thorough “sanitizing” schedule in accordance with State guidelines and orders. This thorough “sanitizing” is defined as a plan for keeping school facilities at high level of cleanliness, particularly sanitizing high-touch surfaces.

- j) The District shall follow California Department of Education CDE and CDPH guidance for the school reopening.

2. Screening:

- a) **Passive Screening.** Instruct bargaining unit members to self-screen before arriving to assigned work location (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to remain at home if they have symptoms consistent with COVID-19 or if a member of the immediate household has been diagnosed with COVID-19.
- b) When a unit member is not permitted to work due to safety screening (e.g., high temperature or positive report of key symptom), or the unit member reports to work and during their work shift, demonstrates COVID-19 symptoms which are unusual for that unit member, the unit member may be sent home and be in quarantine, as necessary. The bargaining unit member may request to work remotely for the remainder of the day (if remote work is feasible). If remote work is not feasible, the unit member shall not be docked leave or pay for the remainder of the day. In all other instances, the unit member will utilize leave available to state and federal law, as well as Article 11 of the CBA.
- c) **Active Screening.** Bargaining unit members will conduct active screening measures for all visitors at school sites and work locations. Participating bargaining unit members will be trained in screening technique prior to screening and provided relevant PPE. If an employee disputes the temperature check they may go to their immediate supervisor or designee to receive a second screening.

3. Reporting Unsafe Conditions:

- a) A bargaining unit member may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall respond in writing as soon as possible, but not to exceed five (5) working days, to the unit member, with simultaneous copy to CSEA, and the personnel administrator stating what has been done to remedy the situation.
- b) All bargaining unit members shall have the right, without retaliation, to refuse to perform work considered to be unsafe according to the guidelines named in Section 1 of this agreement (Safety), by notifying their supervisor in writing of such refusal and the basis therefore. 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).

4. Buses:

- a) District agrees to develop and maintain a maximum capacity seating plan for students of each vehicle while meeting physical distancing objectives.
- b) The District agrees to:
 - Communicate with families behavioral expectations, safety protocols (e.g. wearing facial coverings and parents conducting passive symptom screenings).
 - Training for unit members on ventilation, emergency, cleaning protocols.
 - Ensure that drivers have access to surplus face coverings to provide to students who are symptomatic on the bus.
- c) Bidding: Seven (7) calendar days before a hybrid or traditional educational model begins, unit members will be in accordance with article 15.3.4

5. Food Service:

- a) The District agrees to develop strategies to limit physical interaction during meal preparation and meal service during Virtual Learning Model. (e.g.: Food service limited to drive-through, delivery, take-out, and curbside pickup).
- b) The District agrees to review its practices for a Hybrid Learning Model 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 CDC recommendations for restaurants.

Link: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/business-employers/bars-restaurants.html>

- d) Clean and disinfect surfaces frequently touched by students during meal service, including tables, chairs, carts used in transportation, and point-of-service touch pads. Use timers for cleaning reminders.
- e) Ensure gloves, masks, disposable aprons, and other supplies are readily available.
- f) The District agrees to follow the USDA/CDE Meal Pattern for the National School Breakfast and Lunch Programs.
- g) Adjust unit member shifts to minimize number of staff in the kitchen.

6. Technology:

- a) Due to the increased accessibility needed to ensure educational opportunities for students, the Technology Technician I shall be compensated at the same level of the Technology Technician II, effective July 1, 2020 through June 30, 2021. The compensation for this group shall remain until the Classification and Reclassification process resumes; in accordance with the CBA, Article 17.

7. Training:

- a) The District agrees to follow the CDE's hygiene training recommendations, which state:
 - The District Plan will address hygiene practices (PDF) to ensure personal health and safety in school facilities and vehicles.
 - In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, develop a plan for handwashing that includes:
 - Providing opportunities for students and staff to meet handwashing frequency guidance.
 - Ensuring sufficient access to handwashing and sanitizer stations.
 - Train staff and students on proper handwashing techniques and PPE/EPG use, including the following:
 - Scrub with soap for at least 20 seconds or use hand sanitizer if soap and water are not accessible. Staff and students should use paper towels (or single use cloth towels) to dry hands thoroughly.
 - Wash hands when: arriving and leaving home; arriving at and leaving school; after playing outside; after having close contact with others; after using shared surfaces or tools; before and after using restroom; after blowing nose, coughing, and sneezing; and before and after eating and preparing foods.
 - CDC guidance on proper PPE use.
 - Teach staff and students to:
 - Use tissue to wipe the nose and cough and sneeze inside the tissue.
 - Not touch the face or face covering.
 - Training and information should be provided to staff and students on proper use, removal, and washing of cloth face coverings [using information on CDC website].
- b) Training on utilizing District technology used during distance learning models.

8. 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.
- b) The District shall notify bargaining unit members who have been exposed to COVID-19 at work.
- c) The District shall notify CSEA of bargaining unit member exposure to COVID-19.
- d) CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

9. Leave:

- a) Workers' Compensation:
If a unit member is unable to perform their duties due to contracting COVID-19 from their work exposure, they shall submit a Workers Compensation claim within one (1) business day or as soon as possible. All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.
- b) 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.
- c) **HR 6201:** The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most unit members with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave through December 31, 2020. (Attachment FFCRA)
 - Unit members will continue to have all leave rights as provided in Article 11 - Leaves of the CBA. Unit members who have exhausted accumulated sick leave and require additional leave for COVID-19 illness and quarantine, may access extended sick leave and catastrophic leave as provided in Article 11 - Leaves of the CBA.
 - Article 11 - Leaves pursuant to the CBA and available through the FFCRA, and are eligible through and subsequently enacted California or federal leave law. (Please see attached Department of Labor poster for clarification of the FFCRA). The District will pay a bargaining unit member's full salary regardless of per diem pay limits, for the up to 80 hours or part-time equivalent, in the FFCRA.
- d) The parties recognize that such leave as provided by HR 6201 shall be available to all District unit members in the appropriate circumstances, and shall be drawn prior to

any other forms of paid or unpaid leave available to such unit members, except it shall not be available to school police officers due to an exemption in the new law.

- e) Unit members may use existing forms of leave to address a childcare provider or school emergency affecting their children, pursuant to Article 11.24 of the CBA.
- f) Other forms of leave: Unit members who have exhausted accrued sick leave may use extended sick leave.
- g) 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 unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment, but may be reassigned to another work location or work remotely if designated.

10. Accommodation:

- a) The District explicitly acknowledges that the interactive process may be required to make work safe for unit members with health conditions, or living with someone with health conditions, that heightens the risk of a severe outcome with COVID-19.
- b) The District agrees to initiate the interactive process for unit members whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19. This will also be extended to those living with someone at “high risk” for COVID-19 symptoms.

The District may provide reasonable accommodation for unit members particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

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

11. Return Personnel:

The parties acknowledge the value of implementing policies that contribute to slowing the spread of COVID-19 through social distancing while maintaining essential functions. To protect students, unit members and community, and honor the health concepts of self-isolation during this epidemic the following shall occur:

All bargaining unit members are required to report to their assigned work location. During the virtual learning model, beginning August 19, 2020, designated bargaining unit members (whose classification allows them to) may work from their primary work

assignment or remotely during their assigned shift through the end of the first school quarter (On or about October 23, 2020). This may include, but is not limited to: Paraeducators; Youth Outreach Specialist and Home School Liaisons. Designation for remote assignment is dependent on work load, site support needs and supervisor approval.

The bargaining unit member must request and complete the Remote/Rotational Work Agreement Form. If approved, this will include working with their site administration in creating a plan and schedule for remote work. If the supervisor fails to respond within three (3) working days, the request will go to Human Resources, and the unit member shall receive a response within two (2) working days. If the request is denied, the supervisor or HR will provide a written explanation.

All classified unit members working either remotely or on a rotational schedule will be subject to the following:

- Bargaining unit members shall be responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Acceptable Use Agreement.
- Any bargaining unit members working remotely shall be available during their contracted work hours to the bargaining unit member's supervisor and other staff, students, and parents/guardians as appropriate, via email, phone, or other means. If the event of site support needs, the bargaining unit member must be available to report back to work location within two (2) hours or unless otherwise agreed upon.
- Repeated lack of responsiveness and failure to comply with any of the expectations listed above on the part of a bargaining unit member may result in possible termination of remote work arrangements which are subject to the negotiated process found in Article 13.2 of the Collective Bargaining Unit.
- The bargaining unit members approved for remote/rotational work may request the necessary equipment and supplies in order to work remotely (e.g. Chromebook, hotspot.) Requests approved will be on an as needed basis.
- Designated and approved bargaining unit members who are working remotely may be reimbursed up to \$50 monthly (pro-rated per FTE and days worked) based on supervisor's approval, up to the end of the first quarter, if they are not provided a hot spot.
- Examples of a rotation schedule, but not limited to, are:

Week 1. M/A, T/B, W/A, TH/B, FRI/A

Week 2. M/B, T/A, W/B, TH/A, FRI/B

Note. Holidays will not affect the schedule days.

12. Work Hours:

- a) The parties agree bargaining unit members will report to work as closely as possible at regularly assigned hours for the 2020-2021 school year. In order to maintain social distancing, unit members may have an assigned adjusted schedule (staggered or rotational).

13. Duties:

- a) The District shall maintain specific plans on how to follow federal, state and local guidelines with current staffing levels or added positions.
- b) 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 perform duties not currently contained within their current job description.

Examples of additional duties that may be required, but not limited to, include:

- Instructional Assistants positions being asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
- Receptionist, Clerk, and/or Secretary positions being asked to perform temperature checks on all visitors.
- Any CSEA bargaining unit position being asked to help with distribution of lunch and/or other meals for students.

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.

- c) The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:
 - Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations.
 - For staff who use hazardous chemicals for cleaning, specialized training is required.
 - Physical distancing of staff and students.
 - Symptom screening, including temperature checks.
 - Updates to the Injury and Illness Prevention Plan (IIPP).
 - State and local health standards/recommendations.

14. 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 members and will bargain as needed over the effects of such guidelines.

15. 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, unless extended by mutual written agreement.

16. Grievance Procedure:

Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

FOR THE ASSOCIATION:

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Rebecca Hernandez 8/18/2020
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Rebecca Hernandez, CSEA Representative

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Daniel Gandara, CSEA President #168

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FOR THE DISTRICT:

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EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅔ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
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| <ol style="list-style-type: none"> 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; 2. has been advised by a health care provider to self-quarantine related to COVID-19; 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis; 4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none"> 5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or 6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
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► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd

