PROPOSED MEMORANDUM OF UNDERSTANDING ABOUT COVID-19 RESPONSE

This memorandum is agreed to by and 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 District’s response to the coronavirus (COVID-19) epidemic.

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 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 Parties agree as follows:

1) The District will inform CSEA as soon as practicable, while maintaining the required confidentiality of students and employees, should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found.

2) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). CSEA will cooperate with the District 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 employees of the District are required to report to work during closures, each shall receive 25 percent above their standard rate of pay beginning on March 16, 2020 and ending when students return to school, or June 30, 2020, whichever is sooner.

4) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause, the employee may use available leaves without fear of reprisal. Employees who have exhausted accrued sick leave may use extended sick 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 the individual’s leaves or pay. These individuals may be asked to work remotely during self-quarantine based on the needs of the District. CSEA will notify its members of the District’s commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so. Effective immediately, any classified employee who has symptoms of COVID-19/ coronavirus (e.g. fever, cough, shortness of breath, or difficulty breathing, fatigue) must self-quarantine away from all District facilities for a period at the start of symptoms and continuing for at least two weeks. Classified employees who self quarantine will not be charged leave of any kind for the first two weeks. Similarly, those employees with medical proof of susceptibility of the virus should it be detected among students or staff at a facility will be granted the same two weeks leave.

5) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, 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. Thus, for example, the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. 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.

6) Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Department, Executive Order N-26-20. CSEA will support efforts to maintain funding pursuant to Education Code sections 41422 and 46392 in the event of a closure of any District facilities due to the epidemic.

7) In the event the District seeks to add additional school days to this school year or next year, the District will seek to staff such additional days first by offering the work to unit members by order of seniority. Such work shall be compensated at least the same as during the regular school year. Before requiring any employee provide additional service on an involuntary basis, the District will negotiate further with CSEA.

8) The District shall reconcile requests by employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Article XI-Leaves and Labor Code section 230.8.

9) In the event that a unit member has vacation scheduled during the time of closure, he/she will have the option to waive their scheduled vacation and be back on paid status and readily available to the District to perform service. If the unit member waives their vacation time during this school closure, they will not be held to Article 16.2.8 and will be allowed to roll over what was waived in the event of school closure.

10) Essential staff may be called in during their regular scheduled work hours and not be subject to the two day notice. This is with the intent to keep as many staff at home as possible.
11) The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with local, state, and federal, guidance mandates or directives.

12) This MOU establishes no past practice or precedent and shall expire on June 30, 2020, unless extended by mutual written agreement.

13) By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or CSEA as the proper parties to this MOU, that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law.

This MOU expires on June 30, 2020 and established no past practice or precedent between the Parties.

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, WUSD and CSEA have executed this MOU as of the date first written above.

WASHINGTON UNIFIED SCHOOL DISTRICT

Norma Gonzales
Assistant Superintendent, Human Resources

Date: 3/26/2020

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Daniel Gandara
President, CSEA Riverview Chapter #168

Date: 3/26/2020