

**MEMORANDUM OF UNDERSTANDING
ABOUT
COVID-19 WORKPLACE SAFETY FOR 2021-22**

This memorandum is agreed between the Washington Unified School District (“District”) and the California School Employees Association and its Chapter Riverview Chapter No. 168 (“CSEA”) concerning continued safety issues related to the coronavirus (SARS-CoV-2) pandemic for the 2021-22 school year.

The District and CSEA recognize the importance of maintaining safe facilities and operations for students, teachers, staff, and communities. While the availability of safe and effective vaccines against COVID-19 has changed the workplace safety situation in some ways. California has implemented wrap around safety layers to allow for K12 educational settings to maximize learning opportunities for students. The parties recognize that due to coronavirus safety measures need to be in place such as masking, vaccinations, and testing to mitigate the potential exposure. The parties also recognize that COVID-related scientific understanding and public-health guidance continues to evolve.

The District will adhere to all requirements issued by relevant governing agencies regarding safety conditions for opening school in the 2021-2022 school year. Such agencies include the California Department of Health, the Governor’s Office, Cal/OSHA and the Yolo County Health Department. The parties agree that such adherence will be determined by the prevailing governmental agency (e.g. in most cases the County Health Department).

To preserve the continuity of District operations and protect the health and safety of District employees, students, and the communities the District serves, the District and CSEA agree as follows regarding the CSEA-represented bargaining unit:

1. **Adherence to applicable standards:** The District’s operations will adhere to the most protective applicable official coronavirus safety standards and/or guidance from the California Department of Public Health, California Department of Education, California Division of Occupational Safety and Health (Cal/OSHA), federal Centers for Disease Control and Prevention, federal Occupational Safety and Health Administration, and county public health authorities. The District’s operations will also adhere to applicable federal and state statutes and executive orders about coronavirus. The District will clearly communicate and enforce the applicable standards and/or guidance.
2. **Face coverings:** The District shall provide all classified employees face covering in alignment with CDPH, Yolo County Health and CAL/OSHA guidelines. In the event that there is a medical reason and verified in writing from a medical professional the District will follow all legal accommodations.
 - It shall not apply when persons are actually eating or drinking, in accordance with CDPH regulations while near other persons not of the same household.

3. **Personal protective equipment (PPE):** The District shall provide sufficient PPE to bargaining-unit employees, including face coverings upon request. "Sufficient PPE" may differ depending on the job classification and tasks required of the employee. The District shall provide adequate sanitation facilities including hand-washing stations stocked with soap and disposable paper towels.

4. **Vaccinations:** In alignment with CDPH Health Order dated August 11, 2021, the District will require employees to complete the vaccination form and submit one of the following as proof of vaccinations, on or before October 15, 2021:

- COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
 - a photo of a Vaccination Record Card as a separate document; OR
 - a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
 - documentation of COVID-19 vaccination from a health care provider; OR
 - digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
 - documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.
- In the event an employee may not be COVID-19 vaccinated, or declines to state vaccination status, fails to provide the proof of COVID-19 vaccinations, they will be treated as unvaccinated and be required to undergo diagnostic screening and testing. This testing will be provided to all employees (vaccinated or not), during their work hours.
 - Bargaining unit members that receive COVID-19 vaccinations after this MOU is ratified may take up to two (2) total of release days for COVID-19 vaccinations and recovery time for side effects. Unit member will notify their supervisor of vaccination appointment, and verification of appointment may be required. Appointment verification includes an appointment reminder.
 - In the event a classified member's work location is closed due to COVID-19, with guidance provided from CDPH, Yolo County Health, or the Governor's Orders, those members job classifications identified by the district and deemed to provide essential services at the closed location will receive compensation at the rate of an additional twenty-five percent (25%) above their hourly rate of pay while working at the location during the closure. Remaining members impacted from the closed location will provide services remotely and engage in alternative duties as assigned.
 - Bargaining unit members who work at locations not closed due to COVID-19 will not receive the additional twenty-five percent (25%) factor.
 - The compensation will be processed via timesheet.

5. **Testing:** The District shall provide symptomatic and asymptomatic testing according to applicable Yolo County Healthy and CDPH guidance. Classified members shall have access to free PCR testing. Members will be released to participate in this testing without having to utilize contractual or statutory leave time in coordination with their supervisor.

6. **Leaves:** The District will continue to follow the leaves in the CBA and requirements by law. In addition, starting October 1, 2021, the District will provide up to 10 days of additional sick leave for fully vaccinated members who are subject to quarantine, or for a fully vaccinated member who is caring for a family member within the employee's household who is subject to quarantine. The combination of these two additional sick leave reasons cannot exceed the allotted ten (10) days combined during the 2021-2022 school year. This leave shall not carry over into the following the fiscal year. This leave may be drawn upon from any new federal or state COVID-19 leave made available after September 2021.

Leave for Employee quarantine: In order to access District sponsored COVID-19 leave for the employee's quarantine, the unit members must submit an electronic statement or signed statement to HR within two (2) days during the requested leave.

- the employee's name;
- the requested dates of leave;
- the COVID-19 qualifying reason for leave;
- and one of the following;
 - (where applicable) the name of the government entity that issued the quarantine or isolation order to which the individual is subject, or
 - the name of the health care provider who advised the individual to self-quarantine including if district contact tracing shows a unit member was exposed and reasonably assumed to have contracted COVID-19 from school related business.

Leave for Employee's Family Member: To access District sponsored COVID-19 leave for a member who is caring for a family member within the employee's household, the unit members must submit an electronic statement or signed statement to HR within two (2) days during the requested leave.

- the employee's name;
- the requested dates of leave;
- the COVID-19 qualifying reason for leave related to a family member within the employee's household;
- and one of the following;
 - (where applicable) the name of the government entity that issued the quarantine or isolation order to which the individual is subject, or
 - the name of the health care provider who advised the individual to self-quarantine including if district contact tracing shows a unit member was exposed and reasonably assumed to have contracted COVID-19 from school related business.

Employees who are participating in weekly testing will be provided time during their work day (not during their duty-free lunch) to get tested, including reasonable time to travel to and from the testing appointment (if necessary for an off-site location). The district administration will schedule, manage the confidential information collected and track all testing and testing requirements.

7. **No retaliation:** The District acknowledges that employees have the right to be free from retaliation in bringing potential workplace safety hazards to the District's attention or to the attention of enforcement authorities. Employees shall also be free from retaliation for reporting COVID-19 symptoms.

8. **Problem-solving:** Upon change in guidelines both party's shall meet expeditiously to problem-solve about workplace safety issues.

9. **Grievance procedure:** Disputes arising from the enforcement of this agreement are subject to the grievance procedure in the parties' collective bargaining agreement.

10. **Term of agreement:** This agreement shall be effective once ratified, through June 30, 2022. Either party may reopen this agreement for further negotiation if there is a significant change in the public health situation with regard to COVID-19 mandates.

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9/21/2021

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