

## **PROPOSED MEMORANDUM OF UNDERSTANDING ABOUT CORONAVIRUS RESPONSE**

This memorandum is agreed between the Wheatland School District (“District”) and the California School Employees Association and its Chapter 626 (together “CSEA”) concerning the District’s response to the coronavirus (COVID-19) epidemic.

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) **Sharing of information about spread of illness:** The District will inform CSEA, as soon as practicable, should the District learn of a confirmed or likely coronavirus infection of a District employee. Also, assuming the District is notified, the District will report at which campus or worksite the employee reports to work.
- 2) **Training and implementation of public health measures:** 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). The District shall make available to all employees any protective gear necessary to complete assigned tasks. 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 when they report to their worksite. The District shall comply with Education Code 45110 in cases where employees are directed to work outside of their classification.
- 3) **Employees reporting during closures:**  
Employees called to work during the closure will:
  - a. Be scheduled in a manner which limits their exposure to other employees.
  - b. Be expected to maintain the recommended precautionary measures, i.e. social distancing, covering their cough, not touching their face, etc.
  - c. Be provided with the necessary protective equipment; generally, gloves and cleaning / disinfecting supplies.
  - d. Be expected to utilize the protective equipment as directed and report needs or concerns to the supervisor immediately.
- 4) **Reporting pay during closures:** In the event employees of the District are physically required to report to work at a district site during COVID-19 related closures, each shall receive their standard rate of pay. The only exception to this are the employees providing the lunch service. As we need to keep the same group of employees for efficiency

purposes and because they are coming in every day (M-F), those 3 employees (one custodian and 2 food service workers) will continue to receive time and a half for the hours worked.

- 5) **Leaves due to COVID-19 related events:** Subject to Executive Orders, current law, regulations and guidance, no employee shall have accrued leave deducted for taking time needed to comply with a medical professional's recommendations, including to self-quarantine, to secure one's own health, or secure the health of one's household during the COVID-19 crisis.
- 6) **The District will follow HR 6201:** The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave.

The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances only after the provisions of paragraphs one and two of this section (Section 4) have been applied, except that it shall not be available to school police officers due to an exemption in the new law.

Specifically, HR 6201 provides as follows, effective 4/2/20:

- a. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
  - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
  - ii. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
  - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- b. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
  - i. The employee is caring for an individual subject to an order or advised to self-isolate;
  - ii. The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
  - iii. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an

employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.

The parties acknowledge that these changes apply to District employees and that they may use any previously-accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

- 7) **Distance learning:** CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a result of District implementation of distance learning programs.
- 8) **No loss of pay during COVID-19 related closures or curtailments:** As District facilities are closed and/or 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.
- 9) **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.
- 10) **Additional school days:** 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.
- 11) **Duration of Agreement:** This agreement shall remain in effect through June 30, 2020.
- 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 insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.
- 13) **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.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Wheatland School District

Dated: 4/13/2020

By: Sierra Speer  
CSEA 626 President

Dated: 4/13/2020

By: Cesar Mata  
California School Employees Association