

MEMORANDUM OF UNDERSTANDING
between the
WHEATLAND SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its Wheatland School District Chapter #626

(Impact and Effects of Returning to School for the 2020/2021 School Year)

This Memorandum is agreed between Wheatland School District (“District”) and the California School Employees Association and its Wheatland Chapter #626 (together “CSEA”) concerning the District’s determinations in response to the coronavirus (COVID-19) that impact classified working conditions in the 2020/2021 school year.

RECITALS

1. The platform for student instruction during the 2020/2021 school year continues to be fluid and is dependent upon mandates and guidelines issued by Federal, State and County authorities. The District will continue to follow the guidance/recommendations of the Yuba-Sutter County Public Health Officer (YSCPHO) including, but not limited to, the CDPH guidelines. The CDPH Guidance states that the local county health officer is in the best position to provide advice on local conditions. As a result, where a conflict on guidance exists, the District shall follow YSCPHO guidance.
2. The Parties acknowledge that the District has the following continuing obligations to maintain and implement:
 - a. Existing District Policies/Procedures;
 - b. Americans with Disabilities Act and Fair Employment & Housing Act;
 - c. Families First Coronavirus Relief Act (FFCRA)/HR 6201;
 - d. OSHA/Cal OSHA;
 - e. CSEA Collective Bargaining Agreement (“CBA”);
 - f. an appropriate Injury & Illness Prevention Plan, which includes provisions for COVID-19.
3. For any items not already covered within these existing polices/procedures, the District agrees to the following terms and conditions.

TERMS

1. To the extent that this MOU conflicts with the CBA or District policy, this MOU shall prevail.
2. **Reopening:**

The District has determined to reopen our schools effective October 19, 2020 on a Hybrid Model. This model will be an AM/PM hybrid with approximately ½ the students attending from 8:00am to 11:00am and the other approximately ½ the students attending from 12:00pm to 3:00pm. These hours will be from Tuesday through Friday each week. Monday will remain a Distance Learning Day with little to no students on campuses. The Middle School will also have a Distance Learning tract that they will follow for 3 additional classes opposite of the students AM or PM schedule. These teachers will be teaching from the school site as well. Some Classified staff may need to have some hours temporarily shifted in order to meet the needs of all students during the instructional day. Individual classified staff members will be consulted any shift changes. Any changes that cannot be agreed upon by the classified member and the district will be directly negotiated with CSEA.

3. **Closures:**

From time to time, the District may be directed or otherwise determine to close a campus for cleaning following exposure to COVID. In such case, to the extent possible, and excluding custodial/maintenance/grounds crew, CSEA bargaining-unit employees may be given assignments that they are able to do from home that may be outside of their classification. If 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 the closure of curtailment.

4. **Safety:**

- a. Unit members shall complete any mandated COVID-19 and Worker's Comp online training at a time scheduled by their immediate supervisor.
- b. 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 not possible.
- c. The District shall ensure that workspaces are cleaned and disinfected, as necessary, including but not limited to desks, tables, doorknobs, light switches, faucets, sinks, toilets, and other high-touch fixtures using appropriate disinfectant.
- d. 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.
- e. **Protective Equipment**
 - i. Unit members shall wear facial coverings in accordance with YSCPHO guidelines. Unit members who present medical verification of their inability to wear a face covering shall wear a face shield.
 - ii. The District will provide one reusable face covering (or shield where appropriate). Disposable face coverings will also be made available to unit members at their assigned work site. If a unit member's face shield is damaged, they shall request a replacement from their Supervisor. Cloth face coverings need to be laundered at appropriate intervals in order to keep them clean and safe.
 - iii. Unit members assigned to actively screen students shall be provided with appropriate PPE (e.g. face shield, face covering, and disposable non latex gloves).
 - iv. If a unit member believes that they do not have sufficient PPE, they shall contact their immediate supervisor.
- f. **Hand Washing and Sanitizing**
 - i. Hand sanitizer shall be provided in all workspaces where soap and water are not readily available.
 - ii. Hand washing/sanitizing supplies noted above or otherwise provided shall be checked and restocked regularly.

- g. Screenings of unit members will be conducted as appropriate and based upon the guidelines set forth by the YSCPHO. Safety screenings of unit members are strictly limited to COVID-19 and shall not be used to inquire into other medical conditions.

5. **Reporting Unsafe Conditions**

- a. The District agrees to notify CSEA Chapter President/Designee within 24 hours, in accordance with directives from YSCPHO and OSHA, when it learns of any COVID-19 infection or exposure. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- b. A unit member who believes they have been exposed to COVID-19 shall immediately contact the Superintendent's office.

6. **COVID -19 Testing and Quarantine**

- a. A unit member may be recommended to test for COVID-19 as a result of an identified case on a District facility. If the unit member cannot obtain a COVID-19 test at no expense, the District will work with the unit member to identify a course of action that ensures timely testing and results at no expense to the unit member.
- b. A unit member will be placed on paid administrative leave for the duration of quarantine resulting from a district directive to go or stay home because of a possible positive COVID-19 exposure while at a district facility.

7. **Duties:**

- a. The District and CSEA acknowledge that California Education Code §45101(a) and §88001(a) require 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 job description. No classification which has duties temporarily transferred as a result of this agreement shall experience layoff or reduction of hours for the duration of the transfer of duties.
- b. The District and CSEA agree that 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 parties acknowledge that California Education Code §45110 requires out-of-class compensation. Unit members who work out of classification performing duties of a higher classification shall be paid in accordance with the collective bargaining agreement.
- d. The District agrees to provide training, as appropriate, on 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.

- e. Performance evaluations shall not include the skills related to working out-of-class.

8. **Work Hours**

- a. Because of the Hybrid Model some classified employees may need to adjust their hours.
- b. Weekly hours will stay the same as contracted for each employee but some employees will change their daily hours to accommodate the schedule. For example, a 3 hour a day employee (15 hours a week) that works Monday – Friday may need to shift their hours and work 3.75 hours a day (15 hours a week) from Tuesday – Friday with Mondays being a day off.
- c. Daily shift hours may also be adjusted based on days of the week. For example, a full-time employee may work 7:00am to 3:30pm Tuesday – Friday but could work 6:00am to 2:30pm on Mondays.
- d. Any changes to work schedules or daily shift hours that cannot be agreed upon by the classified unit member and the district will be directly negotiated with CSEA.

9. **Extra Work:**

The need may arise for additional hours to accommodate CDC guidelines and recommendations (i.e. installation of barriers or partitions, added cleaning schedule, increased extended care enrollment). Extra work shall be offered as follows:

- a. Qualified CSEA bargaining unit members on active payroll shall have priority to extra work so long as the additional hours do not result in overtime status for those employees.
- b. Qualified CSEA bargaining unit members currently on the rehire list.

10. **Leaves**

- a. HR 6201 - Unit members who meet the conditions in HR 6201 and cannot telework from home, will follow the Leaves below.
 - i. A unit member is entitled to the leaves set forth in HR 6201 – Families First Coronavirus Response Act, Emergency Paid Sick Leave before utilizing any accrued Leave through December 31, 2020.
 - ii. In the event that a leave provided for in HR 6201 does not provide full pay, a unit member may utilize any previously accrued leave to fill any gap in pay (e.g. 2/3 pay formula applies under HR 6201, unit member may use 1/3 of appropriate accrued leave).
- b. Other Leaves
 - i. Unit members may also use available leaves set forth in the CBA.

11. **Other Items**

- a. Absent urgency, the District will notify CSEA and the Chapter President if it believes that any such changes in standards, orders, regulation, or guidance requires changes in working conditions beyond those specified in this MOU, and upon the request of either party, the parties will meet as soon as possible to negotiate the impacts and effects of those changes. This shall not constitute a waiver to bargain.
- b. The supply of any item in this MOU is subject to the market supply.
- c. This MOU shall expire on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first.
- d. Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION

FOR CSEA WHEATLAND CHAPTER #626

By: _____

By: Sierra Spear

Date: _____

Date: 1/19/2021

FOR THE WHEATLAND SCHOOL DISTRICT

By: Angon [Signature]

Date: 1/19/2021