

MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL UNION ELEMENTARY SCHOOL DISTRICT
AND
CENTRAL UNION CLASSIFIED EMPLOYEES' ASSOCIATION

2020-2021 PRACTICES DURING THE COVID-19 PANDEMIC

The Central Union Elementary School District ("District") and the Central Union Classified Employees' Association ("CUCEA") (collectively referred to as "Parties") enter into this Memorandum of Understanding ("MOU") in response to the reopening of schools for the 2020-2021 school year and the need for changes to practices due to the ongoing COVID-19 pandemic.

The Parties recognize a need to transition students and families with a return to school during the 2020-2021 school year and provide new and/or modified instructional options in response to COVID-19.

The Parties recognize that the District maintains the exclusive right to determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds and levels of services to provide, and the methods and means of delivering them.

For the 2020-21 school year, the District may elect to use traditional on-site instruction, a distance learning only approach, a hybrid instructional model, small group cohorts, or some other combination of these learning models, as defined in the District's Reopening Plan for 2020-2021.

The Parties agree to comply with legal mandates and mandates issued by the Governor's office, as well as directives issued by state and local public health officers.

The Parties recognize the need for flexibility to comply with legal mandates and mandates issued by the Governor's office, as well as directives issued by state and local public health officers. The Parties also recognize the ambiguity contained in various laws, orders, and directives that have been issued to School Districts regarding the guidance on reopening of schools. These guidelines have contained constant changes relative to safety practices and health conditions, thus creating a need for flexibility in implementation.

The District and CUCEA recognize the importance of maintaining safe facilities and operations to benefit the students and communities served by the District and its teachers and Staff. We understand 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 COVID-19. Care will be taken to identify potential exposure and prevent the spread of the disease.

The purpose of this MOU is to formalize and finalize the District's consultation and negotiation obligations with CUCEA regarding the reopening of District schools under any form of instructional model or "tier" placement designation.

The Parties agree that this MOU is not precedent-setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.

The Parties recognize that the COVID-19 epidemic is evolving, and so is the governmental response. The Parties will comply with existing and further state or federal legislation or applicable orders and directives as they affect District operations.

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with guidelines for the California Department of Public Health, the California Department of Industrial Relations Division of Occupational Safety and Health, and the Kings County Department of Public Health.

If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the District, or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/order shall prevail, and the inconsistent term of this MOU shall be disregarded. In this instance, the Parties shall consult about the changes to this MOU as soon as possible and, in advance, if practical.

This MOU, dated October 23, 2020, is intended to reflect the Parties' agreement on the District's reopening of school during the pandemic as it pertains to distance learning, small group instruction, in-person instruction pursuant to an elementary waiver, in-person instruction, as authorized by law, or any combination of instructional models so that the Parties will have completed all required negotiations for the 20-21 school year.

The undersigned Parties represent that they have read and understand the terms of this MOU and are authorized to execute this MOU on behalf of their members. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.

To these ends, the Parties agree to the following:

- A. **Recitals.** The Parties agree the recitals set forth above are true.
- B. **Terms of Collective Bargaining Agreement.** Unless otherwise noted below, all terms of the current Collective Bargaining Agreement ("CBA") shall remain unchanged and in full force and effect. During the term of this agreement, the District will continue to consult with CUCEA.
- C. **Safety Conditions**
 - 1. The District shall adhere to the COVID-19 directives mandated by the California Department of Public Health, the California Department of Industrial Relations Division of Occupational Safety and Health, and the Kings County Department of Public Health ("Health Directives").
 - 2. In the event of conflicting or inconsistent guidance between federal, state, and local authorities, under the Executive Order N-33-20 and the 2020-2021 Budget Act, the District will comply with Health Directives, which may change from time to time.
 - 3. To exercise social distancing in classrooms and school site facilities where students are present, the areas shall be reconfigured to encourage and maintain reasonable physical distancing between Staff and students, as much as practicable. The District shall also endeavor, as feasible, to structure movement through buildings in uniform directions. Staff shall practice reasonable physical distancing and follow District guidelines. Staff agrees to avoid congregating in work environments, break rooms, staff rooms, and bathrooms unless reasonable social distancing is possible and implemented. The District shall endeavor to create physical distancing between student workspaces, between Staff workspaces, and between Staff and student workspaces consistent with Health Directives.

4. The District shall ensure hand sanitizing/hand washing supplies are frequently checked and restocked and that hand sanitizing stations are placed at all school sites in numerous locations throughout each campus. The Parties shall work together to ensure that all classrooms, restrooms, and staff workspaces are cleaned and disinfected daily so long as required by Health Directives. Staff shall participate in training which will allow them to wipe down desks, chairs, and other items they touch with disinfectant after use. Disinfectant will be provided. Staff shall be responsible for ensuring workplace cleanliness and are expected to clean all items used in communal spaces. The District reserves the right to require Staff to remove personal property if it poses a health or safety risk.
5. In accordance with Health Directives, the District encourages periodic washing of hands for at least 20 seconds throughout the day. Staff shall wash hands for at least 20 seconds prior to leaving the restroom or entering a new environment to minimize the spread of germs. Signage will be posted throughout the campus and in restroom locations as a reminder for proper handwashing and hand hygiene techniques. When soap and water are not available, Staff should use hand sanitizer. All Staff should cover their mouth and nose when coughing or sneezing, with a tissue or into your elbow. In addition, Staff should avoid touching their face (eyes, mouth, nose) with unwashed hands.
6. School sites shall encourage parents/guardians/visitors to use alternative methods to contact schools. This can be accomplished through phone contact and e-mail contact. In general, except for the public members who may come into the school office, the other areas of the school campus will be closed to non-approved visitors, including family members, who are not District employees or students. Office locations will have designated physical distancing reminders and plexiglass screens installed. Any student, parent, caregiver, approved visitors, or Staff showing symptoms of COVID-19 will be excluded from District campuses.
7. The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use) and provide additional direction on new safety measures (e.g. staff to wear gloves while touching and preparing food products). The District shall follow all Health Directives and notify Staff of changes with respect to food service. The District agrees to install physical barriers, such as sneeze guards and partitions at points of food distribution and other areas, as practicable, where maintaining physical distance is difficult.
8. Staff agrees to comply with all Health Directives issued by the District. The District agrees to communicate with Staff regarding Health Directives and expectations thereto, and will also communicate any changes to Health Directives that may occur over time.
9. The Parties agree to the following guidelines for Staff when entering District campuses:
 - a. Staff must self-screen before coming to work, i.e., check temperature to ensure temperatures below 100.4 degrees Fahrenheit, check for symptoms outlined by public health officials and stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. All Staff is responsible for personally assessing their health and possible exposure to the virus, causing COVID-19 at least daily. This includes considering whether Staff has experienced any symptoms, including cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, loss of taste, or smell. This list is not all possible symptoms. Other less common symptoms have been reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea.

- b. When Staff enter worksites, the District may engage in symptom screenings consistent with Health Directives and guidance from local and state Public Health Departments. Symptom screening may include visual wellness checks and temperature checks with no-touch thermometers and questioning regarding COVID-19 symptoms or close contact with an individual experiencing COVID-19 symptoms or positivity. Staff agree to comply with symptom screening requirements and questions.
 - c. Staff exhibiting any symptoms, or who believe they have been in close contact with someone who may have COVID-19, shall immediately contact their healthcare provider and avoid contact with other individuals. Staff with symptoms agree to stay home, notify their supervisor of their absence in accordance with usual procedures, and seek medical care as appropriate/if applicable. Staff shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions. Staff shall not return to work without a doctor's clearance.
10. Sick Staff shall not return to work until they have met Health Directive criteria to discontinue home isolation.
 11. The District will work with the Kings County Health Department to initiate contact tracing upon notification that an employee or student has been infected with COVID-19 and send all required notices while ensuring the Staff member confidentiality as required by law. Staff shall cooperate with contact tracing as requested by the Public Health Department and the District. Staff should know their closest contacts, as defined by the CDC, for COVID-19.
 12. In the interest of protecting community and workplace health, any Staff member shall report, in writing, any unsafe condition in the working environment to their immediate supervisor. The supervisor shall respond in writing to the employee as soon as practicable.
 13. The District reserves the right to modify health and safety requirements without needing to revise this MOU when Health Directives and guidelines are altered, as these directives and guidelines may change from time-to-time. These modifications will be shared and distributed to all Staff.
 14. All Staff shall wear a face-covering that meets current public health guidelines and appropriate for a school setting while at work/school, except in their private work areas. Some situations may require an exception to the universal mask policy, (i.e., reading instruction). In those instances, other protective measures will be implemented (face shield or plexiglass screen). These situations will be handled on an individual, case-by-case basis. A unit member may obtain a District approved exemption based on the needs of the individual, consistent with Health Directives. Staff with accessibility concerns, allergies, or acute or chronic respiratory illness, which makes wearing a face-covering problematic should contact Human Resources. The District retains the authority to determine whether an exemption may be granted to an individual. The District will provide face-coverings to Staff upon request. At the member's discretion, they may provide their own face-covering in addition to the District provided face-covering.

D. Hours of Employment

1. The District reserves the right to decide to open, close or reopen District schools or classrooms on dates designated by the District. This determination will be made in concert with the guidance from the State on school reopening metrics, and consultation with the Kings County Public Health Department. Staff will be notified by email, electronic communication or phone about any school closures or transition between plans, including any decisions to extend school closures once they commence.

2. Staff shall perform their assigned duties in-person at the regularly assigned work location whether the school site is physically closed to students or not. While school sites are physically closed to students, the District has discretion to assign Staff to work on-site while implementing the safety conditions described above and following Health Directives.

Staff who may be at increased risk of serious illness due to COVID-19 (e.g., underlying high-risk condition, age 65 or older, reside with someone with an underlying high-risk condition or are age 65 or older) who are not entitled to reasonable accommodations under federal and state law may, upon written request, meet with Human Resources staff, who will review and consider if additional safety equipment or devices are feasible. During these meetings, such Staff may request that a union representative be present. The District's decision will be final and will not be subject to the grievance provisions of the CBA.

3. A Staff member's assigned work may be performed at a school-site location other than their regular workplace. This determination will be made by the District based upon District need and support for school site, facility, and program offerings.

4. If a site or a portion of a site has to be closed based on Health Directives, Staff will still be required to work remotely, if possible. Staff will not suffer any loss of pay or benefits relative to their regular schedules for the period of a physical closure if no work is available on-site and no work can be performed from home. Staff who are not ill will not be required to use paid sick leave or any other form of paid time off during such a circumstance. During a period of time when Staff are not scheduled to work physically at a District site, they must, during their regular work hours: be reachable at all times by both telephone and email; abstain from the use of alcohol or other substances that may impair their judgment; report to work on-site or perform work remotely as directed by the District with exceptions to be handled on an individualized basis at the discretion of the Superintendent and/or the Human Resources Department. Such decisions regarding exceptions shall be final and not be subject to grievance procedures. Nothing in the section precludes the District for exercising the right to enact reduction in force of specific positions, classes, or classifications consistent with law.

5. The Parties acknowledge that California Education Code section 45101, subdivision (a) requires that all classified positions have set job duties. However, due to the current unforeseen and unprecedented nature of COVID-19, the Parties recognize that some Staff may be directed to temporarily perform job functions not currently contained within their job description. Staff shall be provided appropriate professional development training for any new required job functions. If directed to temporarily perform job functions not currently contained within their job description, the Staff member will suffer no loss, nor receive an increase, of compensation or benefits associated with working outside of their normal job duties. The Parties agree this is a temporary solution to a current need and shall not be considered a waiver of any rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party and shall not impact reclassification provisions of the CBA.

6. If an employee indicates they cannot perform assigned duties due to a qualifying medical condition, an interactive process meeting will occur to determine whether reasonable accommodations can be made. This process must be initiated by the employee by contacting the Human Resources Department.

7. To address needed flexibility, certain work schedules and hours may be modified throughout the 2020-2021 school year by the District. The District will honor the five (5) day notice set forth in Article 14 of the CBA prior to implementing a change in a staff members' schedule. Staff members may waive this five (5) day notice

requirement and initiate any changes to their schedule effective immediately. The District agrees to follow all legal requirements regarding overtime and hours of consecutive work.

8. The Parties agree to address anticipated increased workload and staffing concerns to ensure the District's operations conform with Health Directives. Staff may provide direct feedback to their supervisor regarding workload concerns related to changed working conditions addressed by this MOU.

E. Transfers

1. As the District may implement various student instructional models and services using both on-site and distance learning, any change to Staff's delivery of instruction, as applicable, shall not be deemed to constitute a transfer or reassignment under Article 11. Modifications to a Staff member's assignment (e.g. work duties, work location, etc.), as noted above, shall not constitute a transfer or reassignment under Article 11.
2. Further, within some classifications, temporary assignments to another site to perform work or assist with District operations will not constitute a transfer or reassignment.
3. Assignment to the instructional models and related services will be at the discretion of the District.
4. Given the variability of operational needs due to the COVID-19 pandemic, employee classifications and specific employee classes may be assigned to assist and perform work outside the usual scope of the job. These other duties as assigned will be specifically utilized so that Staff maintain employment, and mitigate the potential for reduction in force/layoff.
5. Nothing in the section precludes the District for exercising the right to enact reduction in force of specific positions, classes, or classifications.

F. Evaluations

1. Staff will be evaluated during the 2020-2021 school year, consistent with Article 13. As applicable, Staff must provide evaluators access to work settings and all relevant electronic communications so that the evaluator can conduct observations of practices that are a component of evaluations.

G. Leaves of Absence

1. If Staff are exposed to COVID-19 and are quarantined or awaiting results and/or tests positive for COVID-19, or exhibits symptoms that are consistent with COVID-19, and who the District determines is unable to work remotely, will be permitted to use any, and all permitted leaves under the CBA, as well as under state and federal law, including the Families First Coronavirus Response Act ("FFCRA"), which expires December 31, 2020. The District may request verification consistent with the law and District practices.
2. Staff who request leave to care for others related to COVID-19 during the pandemic will be permitted to use any and all qualifying leaves under the CBA, as well as under state and federal law including, but not limited to, leave under FFCRA.
3. The Parties recognize that FFCRA provides qualifying Staff with two weeks of paid leave for COVID-19 related absences ("Emergency Paid Sick Leave"), and extends the Family Medical Leave Act (FMLA) leave ("Expanded

FMLA"). The Parties recognize that such leave as provided by FFCRA shall be available to all Staff to the extent permitted by law.

4. If Staff are entitled to Emergency Paid Sick Leave, then such leave shall be utilized prior to any other forms of paid or unpaid leave.
5. The Parties recognize that FFCRA extends FMLA leave in various ways under Expanded FMLA, including making it available to Staff who have been employed for at least 30 days, making it available to Staff unable to work due to the need to care for Staff'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 2/3rds pay after the first 10 days, which are unpaid.
6. Staff may elect to use any previously accrued, qualifying leaves, as set forth in the CBA and applicable law, to fill any gap in pay resulting from the 2/3 formula during Emergency Paid Sick Leave, up to full pay. Any qualifying leaves that Staff elect to use for pay offset purposes during Emergency Paid Sick Leave shall be pro-rated and will only represent the actual time used.
7. Staff who are eligible for both Emergency Paid Sick Leave and Expanded FMLA leave will be required to use these leaves concurrently, consistent with FFCRA, resulting in the 2/3 formula pay. For Staff using Expanded FMLA leave, after Emergency Paid Sick Leave is exhausted, any existing leaves under the CBA that Staff qualifies for child care purposes, shall run concurrently, up to full pay. After all preexisting qualifying leaves are exhausted, Staff shall receive compensation for the remaining period of Expanded FMLA leave as set forth in FFCRA.

H. Meetings and Gatherings

1. The number of in-person meetings shall be reduced during the pandemic and must meet Health Directives including number limitations, mask requirements and social distancing. If the Health Directives are not able to be met, meetings will be held virtually. All meetings are encouraged to be held virtually.

I. Dress Code

1. In accordance with District Board Policy and Administrative Regulation 4219.22, the Employee Dress Code applies to all Staff and is in effect at all time at work and at any District school function or activity regardless of location or time. When instruction is delivered via distance learning, without students on campus, the Employee Dress Code will be modified to allow Staff to wear blue jeans, blue jean capris or blue jean shorts. Upon return of students to any form of on-site learning, the Employee Dress Code will be in effect and professional dress shall be expected. All aspects of Board Policy other than the blue jean provision will remain in effect at all times.
2. For safety reason, Staff that works in Maintenance, Grounds, Technology or Food Service shall wear clothing or uniforms, head coverings and footwear appropriate for their work environment, as established by the District.

J. Accommodations

1. Staff who are identified by their medical professional as 'disabled' under the Americans' with Disabilities Act (ADA) may be entitled to reasonable accommodation as required by state and/or federal law. Staff requesting reasonable accommodation consideration must provide appropriate documentation from a medical professional. The District will conduct interactive dialogue meetings as needed. If Staff are not disabled, but have other concerns that do not qualify for protection under the law, upon request, the District agrees to engage in conversations to address those concerns.

K. Food Distribution

1. The Parties agree that the provision of meals for students during the closure shall be conducted by Staff members similar to meal preparation and distribution during the regular school year, except that such meals may be distributed to students in a drive-thru or grab-and-go manner.

L. Acceptable Use Policy

1. Staff members agree to comply with the District's Acceptable Use Policy.


M. General Provisions

1. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic. This Memorandum of Understanding (MOU) shall not be precedent setting nor form any basis for a past practice.
2. This MOU shall expire on June 30, 2021 unless extended or modified by mutual written agreement.
3. Nothing in this MOU shall prevent the District from following all requirements of law. If the District learns that compliance with this MOU puts District funding in jeopardy or is in conflict with any Health Directives, then the District shall consult with the Association regarding how best to ensure full state funding and legal compliance.
4. This MOU represents a full and complete understanding between the Parties.


Thomas Addington
Central Union Elementary- Superintendent

Date

10/22/20


Laurie Heaton
CUCEA Lead Negotiator

Date

10/26/20