

Memorandum of Understanding
Between
California School Employees Association and its Chico No. 110 (CSEA)
And the
Chico Unified School District (District)
January 4, 2021

This memorandum is agreed to between the Chico Unified School District (District) and the California School Employees Association and its Chico Chapter No. 110 (CSEA) concerning the impacts and effects of resumed District operations under COVID-19 conditions.

The District and CSEA (together "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. The Parties 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. The District agrees that CSEA members are essential workers and that the continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The COVID-19 guidelines listed below shall be applied when deemed practical and applicable by the District.

- Butte County Department of Health, [see appendix A]
- Centers for Disease Control and Prevention ("CDC"),
- California Department of Public Health ("CDPH"),
- California Department of Education ("CDE"),
- California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA).

The parties agree the guidelines and requirements for CDC, CDE and CDPH are evolving and ever changing. Therefore, the parties agree to abide by the most updated guidelines for CDC, CDE and CDPH.

To these ends, the Parties agree as follows:

1. Safety: (items related to the Coronavirus Response Act)

- a. Reporting Unsafe Conditions: 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. If an employee believes that they are working in an unsafe environment they will immediately contact their supervisor for resolving the issue. If the issue is not resolved to the employee's satisfaction, they can go to their supervisor's administrator for resolution. If not satisfied with the intervention and after all levels of intervention have been attempted the employee will be directed to the HR department for final resolution. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

- b. If an employee expresses concerns about unsafe working conditions the employee may be directed to complete alternate work within their classification. This work will be at their current site unless their current site or classroom is closed due to COVID-19. This alternate/modified work will continue, as directed until conditions are made safe or an investigation has been completed and the concerns are found to be without merit. The employee will then be directed to complete the original assignment. If the District cannot accommodate the employee with alternate work due to unsafe conditions, the employee will not lose any pay or benefits.
- c. The District shall not be responsible for compensation for any employee who chooses to visit any foreign country that requires a two-week quarantine period upon returning to the United States as required by the CDC guidelines.

2. Health Guidelines

The District shall follow health guidelines from the agencies listed below and shall be applied when deemed practical and applicable by the District.

- Centers for Disease Control and Prevention ("CDC"),
- California Department of Public Health ("CDPH")
- California Department of Education ("CDE"),
- California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA).

Maintaining appropriate changes to physical layout to maintain physical distancing:

- a. Barriers for food service; As legally permissible and practically available)
- b. Barriers for bus drivers; (As legally permissible and practically available)
- c. Barriers for office personnel who provide in-person services to the public daily; (As legally permissible. physically and practically available)



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3. Handwashing Stations

- a. The District shall ensure there are multiple handwashing locations with signage (soap and water or sanitizer) and allow employees to wash hands as necessary.

4. Sanitization Supplies

- a. The provision of necessary supplies for preventive sanitation measures (such as soap and water, no touch drying equipment including paper towel dispensers, and hand sanitizer).

5. Social Distancing

- a. In a circumstance where sufficient physical distancing is difficult or impossible, such as when students enter or exit a school bus in proximity to the bus driver, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidelines. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.
- b. CSEA and the District understand that a six-foot distance between people is not possible and enforceable 100% of the time when students return to school. Therefore, the school board adopted the AM/PM model to reduce the number of people on campus by 50% at all times during the Red Level. The 50% reduction of people on campus will maximize the distance between people on campus to the greatest extent possible.
- c. Classified staff will not be required to attend any in-person school-wide staff meetings with employees outside of those they normally work with while in Red Tier status and may choose to attend virtually.
- d. Classified staff may be required to attend department-wide meetings (i.e. custodial, nutrition, bus drivers, etc.) in person. In the event that the District cannot provide an adequate room/space that provides for 6 feet social distancing, the staff member may attend the meeting virtually.



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- e. Classified staff members are encouraged to speak with their co-workers, including teachers and site administrators, in instances where they feel unsafe. Communication will be in a professional and respectful manner and staff members will not be disciplined or encounter any negative ramifications.

6. Personal Protective Equipment (PPE)

- a. The District shall make every effort to provide sufficient protective equipment to comply with CDPH guidelines for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. Should essential protective equipment be unavailable to perform regular duties, no employee will be directed to perform the duties notwithstanding not having the required protective equipment.
- b. The District shall implement a plan for ongoing supply of protective equipment.
- c. The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.
- d. The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance.
- e. The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, no-touch trash cans (where permitted by Health Code) and paper towels.
- f. All individuals should wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.
- g. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
 - 1. For staff engaged in symptom screening:
 - 2. N95 masks will be provided for staff that have high probability of contact with ill students and staff that work with students unable to wear face coverings. Face shields and disposable gloves will also be provided.


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3. Both CSEA and the District recognize that due to their disability, some students may be unable or unwilling to wear face coverings due to behavioral, emotional and/or medical conditions. Staff working with or in the proximity of students not wearing a mask will be provided with an N95 mask on request.
4. For front office and food service staff:
 - a. Face coverings and disposable gloves.
5. For custodial staff:
 - a. Surface cleaning
 - i. Masks, gloves appropriate for all cleaning and disinfecting.
 - b. Deep cleaning and disinfecting
 - i. Appropriate PPE for COVID-19 disinfection (gloves, eye protection, and mask) in addition to PPE as required by product instructions.
 - ii. The District agrees to adopt the CDE and CDPH guidelines as to access by parents, students and other persons not on school staff, which state, at a minimum, face coverings should be worn:
 1. While waiting to enter the school campus.
 2. While on school grounds (except when eating or drinking).
 3. While leaving school.
 4. While on a school bus.
- h. All staff working on site(s) may request a face shield from the front office. These face shields must be worn with a mask or with a neck drape tucked into the shirt. Face shields are not meant to replace face masks without using the additional drape.

7. Screening:

- a. **Passive Screening.** Parents will be instructed to screen their students before leaving for school (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.



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- b. **Active Screening:** If an employee believes a student is ill, they will escalate their concerns appropriately. For example, the employee should attempt to resolve their concerns with their teacher. If they do not believe their concerns are resolved, they may report their concern to site administration. If the concern is not addressed by site administration then the issue may be elevated to the Director of Education or Director of M&O as appropriate. Problems that are not resolved will be referred to Human Resources for final resolution.
- c. Participating bargaining unit members shall be trained in screening technique prior to screening.

8. Testing:

- a. The District shall notify by telephone and text message or email any bargaining unit employees who may have been exposed to COVID-19 at work within one business day (24 hours). The District will not identify the employee.
- b. The District shall notify the CSEA Chapter President by text or phone call of any bargaining unit member who has potentially been exposed to COVID-19. "Exposed" shall be defined as any employee the District has received confirmation of the positive COVID-19 test and has been in prolonged contact with another individual in the course of the workday.
- c. The District shall provide standard COVID-19 testing at no expense to bargaining unit employees where potential exposure has occurred.
- d. CSEA and the District agree to cooperate with the County Health Department in any necessary public health actions, such as contact tracing of infected individuals.

9. COVID-Related Leave: In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, the employee may use available leaves without fear of reprisal.

a. Extended COVID-19 Leave

- 1. A unit member qualifies for paid sick time of up to 30 work days without loss of their accumulated sick leave if the unit member is unable to work (or telework) due to illness related to the COVID-19 virus. The unit member must provide medical documentation that they have been



diagnosed with a positive case, are unable to work (or telework), and are under medical care related to the COVID-19 virus or quarantine.

2. Unit members directed by a county public health official or School Nurse to quarantine, and who are able and willing to telework, shall not be docked sick days. If the unit member is unable to perform their job duties, the District will assign reasonable alternate duties outside of the unit member's job description and work hours (including but not limited to after hours and weekends). If the unit member elects to not perform the alternate duties, then they will be docked sick time.
3. A unit member experiencing symptoms of COVID-19, who has been tested and is awaiting results, shall have the option to telework to avoid being docked sick time.

10. WORKDAY CHILD SUPERVISION

- a. The District shall make every effort to provide a no-cost childcare option for staff through CARD. If childcare is not available for a unit member's TK-8 child, the unit member may bring that child to their classroom or office space.
- b. Due to licensing issues, the District is unable to provide daycare for preschool age children. The District is willing to provide substitute staff to release unit members one day per week at no loss of sick/PN days for the creation of a co-op childcare program. A minimum of five staff members will need to combine to form a preschool co-op or a combination of staff and community members. For example, this would include a minimum of five staff members create a co-op to provide childcare with each member providing no more than one day of care per week. Members forming a co-op must submit contact information for all parties involved for verification purposes. The co-op may not take place on a District work site.

11. EVALUATIONS

By mutual agreement the District and unit member may waive Article 10 of the CBA. The District will evaluate probationary status employees who are working in their assigned work area and performing their normally assigned tasks and employees who do not meet minimum work standards. The District agrees not to evaluate performance regarding increased workload issues unless it is deemed that the employee is performing considerably below their peers on comparable work.



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12. NO LOSS OF PAY DURING COVID-19 RELATED CLOSURES OR CURTAILMENTS:

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. (The District, under these circumstances has the right to immediately transfer employees to other facilities so that they can continue working. If no site work is available the District may assign work to be completed at home). The District must provide written notice (text and email) and verbal notice. The District must provide a one-hour notice. 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.

13. 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 County Office facilities due to epidemic.

14. ACCOMODATION:

- a. The District explicitly acknowledges that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.
- b. The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 1. Providing additional or enhanced personal protective equipment (PPE);
 2. Placing physical barriers to separate the vulnerable employee from coworkers or the public; (when physically, practically available and legally permissible)
 3. Eliminating, reducing, or substituting less critical, non-essential job functions (As determined by the District) that create more risk of exposure;
 4. Moving the employee workstations; (when physically and practically appropriate)
- c. The District and CSEA agrees to maintain procedures for keeping confidential employee communications about non-COVID-19 and COVID-19 health conditions.

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15. RETURN PERSONNEL:

- a. If the governor issues another shelter-in-place order, requiring the closure of public schools, the District agrees to allow classified employees, whose job description reasonably permits, to telecommute as determined by the District.
- b. The District agrees to provide all classified employees working from home/telecommuting with all the equipment necessary to perform their assigned duties while telecommuting.
- c. While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available during their normal designated working hours. (Employees working from home are required to return to work within 1 hour of being notified).

16. WORKLOAD AND STAFFING RATIOS:

- a. Employees will be provided an opportunity to give direct feedback to their supervisor on a daily basis regarding workload concerns.
 - 1. The CSEA chapter agrees to waive the 14-day notice in Article 3 of the contract allowing the District to move staff within the 14-day notice requirement. The District must provide this notice both verbally (phone) and in writing (text or email).

17. WORK HOURS:

- a. The parties agree bargaining unit employees shall report to work at assigned hours for the 2020-2021 year (as outlined within this MOU). Schedules will accommodate each staff member's lunch and break time.
- b. The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours. (which have not been previously negotiated in this MOU or contract)
- c. The parties agree to allow the District to waive the requirements outlined in Article 6.4 of the contract. During the duration of the MOU the District will be able to offer employees at sites additional hours based upon temporary district needs. If more than one employee is working in the same classification the employee with the most seniority at the site will be offered the additional hours prior to lower seniority employees. All temporary hour increases will be offered benefits based upon the



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total hours worked. When the MOU ends all employees will revert back to their previously held hours/positions.

18. DUTIES:

- a. The District shall maintain specific plans on how to follow CDC and District guidelines with current staffing levels or added positions.
- b. The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:
 1. Disinfecting frequency and tools/chemicals used in accordance with the, CDPH, CDC guidance and Cal/OSHA regulations;
 2. For staff who use hazardous chemicals for cleaning, specialized training is required;
 3. Symptom screening, including temperature checks;
 4. Updates to the Injury and Illness Prevention Plan (IIPP);
 5. State and local health standards/recommendations.
- c. The parties agree that employees working during the term of this MOU may be required to work in capacities outside their job description. Examples include but not limited to; office staff may be required to clean and sanitize their work areas including frequently used public spaces such as countertops. Instructional Paraprofessionals may be required to clean and sanitize desktops and countertops in the classroom. Campus Supervisors and Yard Supervision may be required to clean and sanitize door handles. Other duties may include grounds, cleaning and light maintenance work.
- d. Every effort will be made by the District to prioritize custodial staff to clean restrooms. Other M & O staff may be used if sufficient custodial staff are not available for any reason. M & O staff will be trained prior to being assigned to clean restrooms. General Maintenance staff will be utilized prior to Senior Maintenance staff for cleaning restrooms.
- e. The District and CSEA agree that in executing this agreement, CSEA is not agreeing to the reduction of hours for any classifications and/or positions.
- f. The District and CSEA agree that in executing this agreement, CSEA is not agreeing to the reduction of work-year calendar for any bargaining unit member and/or CSEA positions.



19. INFORMATION AND FURTHER NEGOTIATION:

The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

20. 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.

21. At the request of either party, CSEA or the District can open negotiations on this MOU.

22. The District agrees to not layoff any classified employee due to lack of work or funds prior to March 15, 2021. Any such layoff will not result in the employee's last day being prior to the end of the staff members' work calendar.

The District will review and make a reasonable effort to avoid any layoffs of Classified employees during the 2020/2021 year. Employees in the following groups (Nutrition Services, Custodial and Transportation) will not be laid off during the 2020/2021 school year.

The District reserves the right to eliminate any open positions at any time after January 1, 2021 to reduce any need for layoffs. CSEA will be formally notified of any eliminated positions.

23. **Duration of Agreement:** This agreement shall remain in effect through July 16, 2021, or while Chico Unified School District is in the AM/PM Instructional Model, whichever occurs last.

24. **Violations of this Agreement:** Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance.

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Dated: 1/4/21

By: Jim Hanlon
For Chico Unified School District

Dated: 1/4/2021

By: Bonnie McCarthy
For California School Employees
Association

Dated: _____

By: _____
For California School Employees
Association