

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN WASHINGTON UNIFIED SCHOOL
DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ITS CHAPTER # 882
RETURN TO WORK**

This Agreement is between Washington Unified School District (“District”) and the California School Employees Association and its Washington Chapter No. 882 (together “CSEA”) concerning bargaining unit members return to work.

The District and CSEA recognize the importance of adhering to state and county health orders put forth to support students, staff and community health. In the reopening of schools, the parties agree to the principles of fostering student learning and progress, maintaining positive, healthy learning environments, supporting emotional health of all community members, and caring for the most vulnerable populations. District Safety and Health Guidelines plan and resources to implement all guidelines is encompassed in this agreement as Appendix A (District Implementation Guidelines).

Therefore, the District and CSEA agree as follows:

Work Site Entry and Leaves During Pandemic

1. Each bargaining unit member will self-certify by completing a health screening form at the beginning and end of their duty day. The District will provide touchless thermometers at each school site and department.
2. Bargaining unit members who demonstrate COVID-19 symptoms while at work shall notify their supervisor and be directed to return home. In the event that a bargaining unit member is exposed to, or taken ill by, COVID-19, employee sick leave provisions will be in accordance with the Families First Coronavirus Response Act (“FFCRA”), and/or new or existing statutory regulations, Board Policy, Administrative Regulation and/or the WUSD/CSEA collective bargaining agreement, as applicable.
3. A bargaining unit member who appropriately utilizes their allotted sick leave to secure their own health, or the health of their family, shall not be grounds for discipline or negative evaluations.
4. 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 pandemic.

5. Bargaining unit members who have a qualifying reason for leave, as defined by FFCRA, shall be afforded use of paid sick leave or expanded family medical leave. In accordance with FFCRA's guidelines and provisions for the use of expanded family medical leave, employees will be eligible for intermittent leave. Bargaining unit members may also utilize their personal necessity leave for any of the qualified reasons identified in FFCRA and Labor Code 230.8.
6. The District agrees to respond promptly to workers compensation claims that are related to COVID-19 exposure at work.
7. Bargaining unit members who have an underlying medical condition, as determined by a physician, as defined by the Center for Disease Control (CDC) relating to COVID-19, will engage in the 'Interactive Dialogue Process' to determine appropriate accommodations.
8. The District shall communicate with the Fresno County Department of Public Health (FCDPH) should it learn that a bargaining unit member is to have a confirmed case of COVID-19.
9. Prior to any bargaining unit member beginning any custodial or disinfection duties, in the event of a likely COVID-19 exposure, the District shall inform all bargaining unit members tasked with sanitation. The District will not be required to disclose any confidential information to bargaining unit members. All bargaining unit members that report to work area will be informed.

Safety and Personal Protective Equipment

1. The District shall provide information/training to bargaining unit members in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19 and will take all reasonable steps so that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).
2. The District shall provide appropriate and sufficient Personal Protective Equipment (PPE) to comply with FCDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. If appropriate PPE for assigned work duty is not available, the District may determine alternative means for assigned duties to be safely carried out.
3. Bargaining unit members shall wear face coverings while on WUSD facilities when social distance of a minimum of six feet cannot be maintained. Classified employees may bring their own masks and/or gloves if they choose to do so.

4. The District shall ensure to the best of its ability sufficient supplies of hand sanitizers, soap, moisturizing lotions, hand washing stations, tissues, no-touch trash cans and paper towels. The District will provide employees with opportunities to meet handwashing frequency guidelines.
5. The District will strive to ensure that all bargaining unit members are provided with a safe working environment where social distancing protocols and practices are a norm. Methods such as tape/stickers indicating space guidance and signs will be implemented.
6. Face coverings and use of hand sanitizers shall be required of students and bargaining unit members while riding the school bus, as prescribed by the county and state department of public health; and buses shall operate with windows slightly opened to increase ventilation, weather permitting.
7. All District employees, students, parents, and volunteers, and other members of the public shall be advised to practice social distancing, and be required to wear a face covering, as prescribed by the county and state departments of public health.
8. All visitors shall be required to report to the front office at each site and self-certify by completing the health screening form before access to District facilities is granted.

Reporting Unsafe Conditions or Work Issues Related to COVID-19

1. Concerns regarding lack of adherence to social distancing protocols by District staff, parents, volunteers, students or members of public should be directed to the bargaining unit member's immediate supervisor.
2. In the interest of protecting community and workplace health, any bargaining unit member may report, in writing, any unsafe condition in the working environment, or work issue related to COVID-19, to their immediate supervisor. The supervisor shall investigate concern and respond accordingly. 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.
3. Employees may be directed to complete alternate work or work under modified conditions as directed by the District until conditions are made safe for the completion of the original assignment or the employee's concerns are otherwise addressed.

Distance Learning

1. The parties agree that distance learning protocols are temporary, based on guidance/order from California Department of Public Health (CDPH) in response to the COVID-19 pandemic. The parties agree to maintain consistent dialogue regarding the effects of distance learning during the 2020-21 school year.
2. The parties agree that a temporary distance learning model, mandated by CDPH guidelines, shall not result in the layoff of CSEA unit members for lack of work during the 2020-21 school year.
3. The District may provide opportunities for bargaining unit members to telework when deemed necessary by the District. (Telework Agreement Appendix B)
4. Bargaining unit members shall continue to report to work, as assigned, in order to support student services and District operations. Bargaining unit members who are teleworking can be required by their supervisor to report to work as needed to perform their essential duties. While teleworking, bargaining unit members shall be available during their normal designated working hours.
5. The district shall pay all bargaining unit members a two percent (2%) one-time base salary bonus for all the work days in which the employee is physically present at their assigned work site beginning on March 16, 2020. The payments shall be made quarterly with the first payment occurring November 30, 2020, for the quarter ending September 30, 2020. These payments shall continue through June 30, 2021 so long as the district is operating in a distance learning capacity.

Duties

1. The District and CSEA acknowledge that California Education Code §45101(a) and §88001(a) requires 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 bargaining unit members may be asked to perform duties not currently contained within their current job description. To this end, the parties agree that bargaining unit members should be trained and proficient in their assigned tasks. The District agrees that Ed Code 45110 that refers to pay for work performed out of class still applies.
 - a. Any CSEA bargaining unit position being asked to help with distribution of lunch/or other meals for students.
 - b. Any CSEA bargaining unit position being asked to help with the distribution of hand sanitizer to students.
 - c. Any CSEA bargaining unit member being asked to help support student services and/or District Operations.
 - d. The picking order for assignments not within the classified employees job

description will be based on seniority.

2. The District and CSEA agree 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. All temporary transfer of duties shall be negotiated.

Workload and Staffing Ratios

The parties agree custodial services are paramount in the effort to protect employees, students and District personnel from exposure to COVID-19, and that carrying out such work will require diligence and coordination between labor and management for the duration of the COVID-19 pandemic. To this end, the District will collaborate with CSEA to create viable plans and schedule for carrying out required custodial duties at impacts of any unilateral change in working conditions concerning the performance of custodial duties for the duration of this agreement.

Curtailed Operations

In the event the District closes any facility, or any District operations are curtailed, due to COVID-19, bargaining unit members who report to their worksite for duty as assigned by the District, or are directed by their supervisor to stay at home (whether or not they are working remotely), will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment due to COVID-19.

Information and Further Negotiation

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

Compliance with Further Governmental Orders

The parties recognize that the COVID-19 pandemic 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 members and will bargain as needed over the effects of such further directives.


Violations of Agreement

1. Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of the CBA, or other mechanism as relevant, except as follows:
 - a. After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to level II of the grievance process.

Duration of Agreement

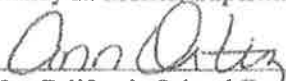
This Agreement, between the District and CSEA, is non-precedent setting and shall expire automatically of its own accord on June 30, 2021.

Dated 8-10, 2020



For Unified School District
Randy R. Morris, Superintendent

Dated 8/10, 2020



For California School Employee Association,
Ann Ortiz Chapter President #882

Dated 8/10, 2020



For California School Employee Association
Ernie Grijalva, Labor Relations Regional Rep.

APPENDIX A

District Implementation Guidelines

APPENDIX B
Telework Request Form