

MEMORANDUM OF UNDERSTANDING
SUMMER SCHOOL 2020-2021
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BETWEEN BISHOP UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BISHOP CHAPTER #878

Bishop Unified School District (District) will reopen its schools in accordance with current requirements and recommendations by the California Department of Education (CDE), Center for Disease Control (CDC) and the local Public Health Department (ICPHD). Maintaining flexibility at all levels will be paramount to our success, as we collectively engage in instructional and work models that are new and must remain responsive to ongoing safety guidance and the needs of our student and families.

The district agrees to follow the CSEA Collective Bargaining Agreement. However, changes required due to COVID-19 will have universal impacts, in addition to impacts that are specific to each job classification. The District will inform CSEA, in writing, prior to any changes in operations, including any new guidelines from OSHA, CalOSHA, or local health authorities, and will negotiate effects on terms and conditions of employment, including occupational health and safety.

This agreement represents a commitment to prioritize the health and safety of staff and students in order to minimize the risk of COVID-19 spread while also providing for the education of all students.

The following are the guidelines for; General worksite Guidance, Cleaning and Safety Measures, Collaboration Guidance and Personnel. (see attached document). The District shall make available to all bargaining unit employees any protective gear necessary to complete assigned tasks. If appropriate protective equipment is not available, employees will not be required to work and shall continue to receive their regular rate of pay.

Testing and Tracing – The District shall provide written direction on the steps that will be taken when the District is notified that an employee may have been exposed to or has tested positive for COVID-19. The District shall provide testing at no expense to bargaining unit employees where potential exposure has occurred. Due to privacy issues and HIPPA regulations, all notification and contact tracing will be handled by the Inyo County Public Health Department.

Reporting Unsafe Conditions -All employees shall have the right, without retaliation, to refuse to perform work considered by the District to be unsafe, by notifying their supervisor in writing of such refusal and the basis, therefore. Employees may be directed to complete alternative work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

Both parties recognize that additional public health guidance may require future updates to this MOU and calendar. The parties agree to meet to negotiate any amendments or additions as soon as practical. In the event any District facility must be closed, classified employees will continue to be paid their regular rates and are expected to work remotely when possible or to perform work in accordance with social distancing and safety requirements when the employee's work must be performed on site.

The District agrees to protect and support staff who are at higher risk for severe illness or who cannot safely distance from household contacts. If reasonable accommodations are not practicable, the District will adhere to the terms stated in the Families First Coronavirus Response Act. In addition, the District agrees to follow the standards of Labor Code 230.8.

This agreement shall remain in effect through August 7, 2020.

Signed this 27th day of July 2020

DISTRICT



Katie Kolker
Superintendent

CSEA



Wanda Summers
CSEA Chapter #878 President

Sheryl Centro
CSEA LRR