

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BISHOP
CHAPTER #878
AND
BISHOP UNIFIED SCHOOL DISTRICT**

**REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING
UNIT**

This memorandum is agreed between the California School Employees Association and its Bishop Chapter #878 (together "CSEA") and the Bishop Unified School District (District) concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

The CSEA and District 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. We 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. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

1. Safety:

The District shall follow health guidelines and orders, including but not limited to:

- Maintaining appropriate changes to physical layout to maintain physical distancing
- Supplying handwashing locations (soap and water, not only sanitizer) and adequate break time for employees to wash hands, at least every half hour
- Provide necessary supplies for preventative sanitation measures (such as soap and water, disposable towels or tissues, hand sanitizer and masks/face coverings).
- Provide protective equipment to complete assigned tasks.
- Ensure that drivers have access to surplus masks to provide to students who are symptomatic on the bus.

Physical Distancing:

- Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet, or current CDC recommended distance as often as practicable;

- In circumstances where sufficient physical distancing is difficult or impossible, all individuals, including staff and students must wear face coverings.
- The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.

Personal Protective Equipment:

- The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.
- Train staff and students on proper handwashing techniques and PPE/EPG use.

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. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. 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.

All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, by notifying their supervisor in writing of such refusal and the basis, therefore. Employees may be directed to complete alternate 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).

2. Screening:

The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC, CDPH and local guidelines.

Bargaining unit members required to perform health screenings for students and staff will be trained by Administration, the School Nurse and/or Health Clerks to ensure proper use of thermometers and will be provided proper PPE such as gloves, face shields and or masks.

The District agrees to encourage "Self Screening" of staff prior to leaving to attend their shift:

Encouraging staff to self-screen before leaving for work by answering screening questionnaire (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, check for symptoms outlined by public health officials) and to stay home

if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. The District will provide an online questionnaire to employees. Supervisors shall not require employees to submit paper copy of symptom screening.

3. Testing and Tracing:

- The District will work with County Health Officials in any necessary public health actions such as contact tracing of infected individuals.
- CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

4. **Leaves:** The Parties agree that all current adopted and applicable leave policies, including any state and federal laws (including but not limited to HR6201 and FFCRA), will remain in full effect. The District will address an employee request for accommodation on a case-by-case basis.

In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus or wishes to self-quarantine for reasonable cause (**i.e. family members who are uniquely vulnerable**), the employee may use available leaves without fear of reprisal.

The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as telework or negotiated change in classification or duties. If reasonable accommodations are not practicable, the LEA should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave within the FFCRA guidelines.

HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/2/20:

- a. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 2. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or

3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- b. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
 - i. The employee is caring for an individual subject to an order or advised to self-isolate;
 2. The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
 3. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee'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 2/3 pay after the first 10 days for up to 10 weeks but not to exceed \$200 per day/\$12000 total. The District will discuss individual circumstances directly with staff members requesting leave to determine eligibility.

The parties acknowledge that these changes apply to District employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children.

The parties will construe HR 6201 as permitting intermittent leave absent a binding judicial decision to the contrary.

- 4.1 Any employee who reports to work but is sent home due to coronavirus screening shall receive one day's reporting pay for that day, prior to any leave being drawn from that employee's leave banks. An employee sent home by the District will continue to be placed on leave per FFCRA guidelines until the employee receives positive or negative test results. An employee will begin to use any available paid leaves for the duration of the active symptoms.

4.2 The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as telework or negotiated change in classification or duties. If reasonable accommodations are not practicable, the District should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave within the FFCRA guidelines.

5. **Other forms of leave:** Employees who have exhausted accrued sick leave may use extended sick leave. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay within FFCRA guidelines.
6. **Job Duties:** The District may be required to temporarily add job functions to the normal duties of unit members as the result of COVID-19 and return to school format. The District will communicate these needs as they arise directly with CSEA. Employee training will be provided where required. Attachment "A" is a list of job classifications that the District currently anticipates assigning additional duties with a list of additional duties as presently known. The Parties acknowledge that Attachment "A" will likely change. The District will notify the Chapter President and Labor Relations Representative, in writing, of the proposed additional duties to be required and the start date. The Association and the District shall meet to collaborate and discuss the effects of the added duties. Any additional duties shall be reflected in a revision of Attachment "A." The Parties 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 discussed in advance and keep in mind each individual's strengths, limitations, abilities, and general job duties. The District's "Working out of Class" form (Attachment B) will be used if/as needed for temporary job transfers.

7. **Work Schedules:** The Parties have discussed the effects of the return to school structure on unit members. Should the student school days/hours change, the Parties agree to meet and negotiate the decision and effects on current work schedules, if any. This also shall not be considered precedent setting for either party. All temporary changes of hours shall be discussed and agreed on between CSEA and the District and affected staff will be notified prior to implementing any changes.
8. **Workload and Staffing Ratios:** The District and CSEA agree to work together to address anticipated increased workload concerns to accommodate CDC and CDPH guidelines and recommendations. (e.g. installation of barriers or partitions, added cleaning schedule, added bus routes, increased extended care enrollment)

To address the increased workload to employees, the district agrees to the following:

1. No staff will be disciplined due to workload issues;
 2. Employees will be provided an opportunity to give direct feedback to their supervisor regarding workload concerns.
9. **Food Service:** 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). The District agrees to install physical barriers, such as sneeze guards and partitions at point of sale (POS) and other areas where maintaining physical distance of six feet is difficult. The District agrees to modify Food Service operations in accordance with CDC and CDPH recommendations.
10. **Buses:** District agrees to develop and maintain a maximum capacity seating plan for students of each vehicle while meeting six-foot physical distancing objectives.

The District agrees to the following:

1. Ensure that drivers have access to surplus masks to provide to students who forgot or don't have one to ride the bus. Students and bus drivers must wear masks at all times entering, exiting and while on the bus.
2. Ensure buses have adequate staffing to engage in symptom screenings and physical distancing while the bus is in motion.
3. Instruct students and parents to maintain six-foot distancing at bus stops and while loading and unloading.
4. Students will sit one to a seat, staggering seats whenever possible. Household members may share a seat. Windows should be open whenever feasible to promote air circulation.

11. Accommodations:

Any employee working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in termination of remote work responsibilities. Employees shall be required to attend virtual or in-person meetings when directed by their supervisor. (ATTACHMENT C - Request to Work Remotely)

The district shall provide to employees who work remotely all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including, as necessary, a technology device and Internet access. Employees shall use caution in accessing the Internet from public locations and in accessing information from networks outside of the district in order to safeguard confidential information.

Employees shall be responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Acceptable Use Agreement

- 12. 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.
- 13. 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 employees and will bargain as needed over the effects of such further directives.
- 14. 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 District facilities due to pandemic.
- 15. 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 pandemic, Association bargaining unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining unit members even if they are unable to work due to coronavirus-related reduction in use of District facilities. Bargaining unit members 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.
- 16. Duration of Agreement:** This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day 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.
- 17. Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.


By affixing their signatures to this MOU, the Parties acknowledge that the matter set forth herein is agreed. The signatories have represented that they are the authorized representatives of the Parties to this MOU and that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in a manner required by their respective internal policies and /or as required by law. More specifically, this MOU is subject to ratification pursuant to CSEA Policy 610.

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Dated: 8/17/20

By: 
Katie Kolker, Superintendent
For District

Dated: 8/17/20

By: 
Wanda Summers, Chapter #878 President

8/14/2020
Dated:

By: 
Sheryl Centro, LRR CSEA

For California School Employees Association

ATTACHMENT A

The District and employees of the District have identified a need for childcare to supervise school-aged children of staff members who are working on site while the school district is using a full-time distance learning model. As the District is reopening school without in-seat instruction for TK-12 students, CSEA and the District also recognize a need to temporarily adjust some staff members daily duties. To this end, staff members will support the supervision of a school-based pop-up childcare program. Staff members may request for their school-aged child(ren) to participate in this opportunity, within stable cohorts, under the aforementioned conditions during the hours of 7:45am - 3:15pm on regular school days at no cost to the staff member.

Learning Pods (*as of 8/13/20*)

- 3 groups of Ages 5-6, averaging 5 students per group
- 2 groups of Ages 7-8, averaging 6 students per group
- 2 groups of Ages 9-10, averaging 4 students per group
- 1 group of Ages 11-13, averaging 5 students
- 1 group of Ages 11-12 during a.m. hours only, averaging 4 students
- 1 group of Ages 14-17, averaging 3 students (*pending)

10 Pods

	Staff / Pod Leaders	Age group	# of students	Location
1		Age 5-6	5	BES -
2		Age 5-6	4	BES -
3		Age 5-6	3 - 5	BES -
4		Age 7	4 - 6	BES -
5		Age 8	7	BES -
6		Age 9-10	3 - 4	BES - Library?
7		Age 9-10	4 - 5	BES - Library?
8		Age 11-13	3 - 7	HSMS - Library
9		Age 11-12 (a.m.) 7:45 - 12:00	4	HSMS - Library
10		Age 14-17	3	HSMS - Band Room?

ATTACHMENT B

Bishop Unified School District
COVID-19 Related Working out of Class Authorization

Employee Name: _____

Current Position: _____

Reclassification: _____

Date(s) of Reassignment - From: _____ **To:** _____

Number of Hours Per Day: _____

Reason for Reassignment: _____

Employee Signature: _____

Requesting Supervisor: _____

Approving Supervisor: _____

For District Office Use Only

Current Rate of Pay: _____

Reassignment Rate of Pay: _____

ATTACHMENT C

**Request To Regularly Work Off Site
During DistrictWide Distance Learning (CSEA)**

☐ Full-Time Request ☐ Partial Day/Week Request ☐ Short-term Request

Name: _____ Date: _____

Expectations for BUSD Classified Staff working off site

- **Maintain regular daily work hours**
 - Work day should be used for school/job related duties
 - Staff members should not engage in any unrelated school activities during the regular school day (i.e. shopping, laundry, driving out of town, etc.)
- **Maintain a dedicated work space in a distraction free environment**
 - Limit background noise so dogs, lawn mowers, etc. aren't heard
 - Use a virtual background if you can't be in a professional office or classroom type setting
 - Ensure you have functioning and reliable internet and phone access
 - Remote work sites need to be located within the general area of the school/home unless pre-approved by administration
- **Participate in all scheduled school activities and commitments** which may include:
 - Daily Live Interaction meetings with students
 - Providing instructional support during scheduled class periods
 - Providing ongoing support and timely feedback to students and parents via Google Classroom, Google Meet/Zoom, email, phone, etc.
 - Staff meetings
 - Student meetings as scheduled such as IEPs, 504s, SSTs
- **Dress professionally** as students will be participating virtually every day

***Not meeting these expectations will result in staff being asked to return to campus for the regular scheduled workday.**

Briefly describe the reasons why you are requesting to work remotely while BUSD is operating under a full time distance learning program:

Please check the following considerations if they apply to you:

☐ Over Age 65 ☐ Immunocompromised (self, child, or other household member)

☐ Medical Necessity (provide documentation) ☐ Child Care Concerns*

**The district does intend to provide childcare for school aged children on campuses*

Signature: _____

Date received by admin: _____ Admin Signature: _____

Approval: YES NO Reason(s): _____