

**PROPOSED MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND
ITS PLACER COE CHAPTER NO. 479
REGARDING RETURN IMPACTS AND EFFECTS ON
THE CLASSIFIED BARGAINING UNIT
OF REOPENING THE COUNTY OFFICE POST SHELTER-IN-PLACE**

This memorandum is agreed between the Placer County Office of Education (“County Office”) and the California School Employees Association and its Placer COE Chapter No. 479 (“CSEA”) concerning the impacts and effects of resumed County Office operations under post-COVID 19 conditions.

The County Office and CSEA (together “Parties”) recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the County Office and its teachers and staff. The Parties recognize the importance of prudent measures to prevent County Office employees, students, their families, or other people using County Office 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 Parties further agree that continuity of County Office operations should be maintained, and provisions should be made for County Office employees who are impacted by the pandemic.

To these ends, the Parties agree as follows:

1. Safety:

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. Employees are to follow all PCOE policies on unsafe working conditions.

b) Health Guidelines

The County Office shall follow CDPH health guidelines and orders, including but not limited to:

Maintaining appropriate changes to physical layout to maintain physical distancing:

- i. Barriers for administrative personnel who provide in-person services to the public daily to the extent possible. However, if no such barrier is available, administrative personnel will be provided a face shield and face covering.

c) Handwashing Stations

PCOE will provide portable handwashing stations or sanitizer throughout a site and near classrooms to minimize movement and congregations in bathrooms per the CDPH guidelines.

Training and implementation of public health measures: The County Office will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). These supplies may be limited by supply chain demand and in some cases unavailable. If necessary, supplies, mentioned above, are unavailable, the classified employee shall work with his/her supervisor to develop alternative solutions.

d) Social Distancing

- i. The County Office agrees to maintain physical distancing standards in school facilities and vehicles as much as possible, including but not limited to implementing plans incorporating the following components:
 1. In accordance with Cal/OSHA regulations and guidance, the County Office shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.
 2. Where possible, the County Office shall rearrange workspaces to incorporate a minimum of six feet between employees and students.
 3. To the extent possible, and as recommended by the CDPH, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and educators or staff as much as possible.

e) Personal Protective Equipment (PPE)

- i. The County Office shall make available to all employees any protective gear necessary to complete assigned tasks as directed by the County Health Official. CSEA will cooperate with the County Office in any necessary public health actions, such as contact tracing of infected individuals.
- ii. The County Office agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
 1. **Deep cleaning and disinfecting**
Appropriate PPE for COVID-19 disinfection, such as gloves, eye protection, and face covering in addition to PPE as required by product instructions.

- iii. The County Office shall provide paraprofessionals face shields with neck drapes or facemasks with a clear window for the mouth area in situations where special needs students have a need to see the paraeducator's mouth.

2. Screening:

- i. **Passive Screening.** Instruct parents to screen 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.
- ii. If needed and requested by the supervisor, temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

3. Testing and Tracing:

- i. CSEA agrees to cooperate with the County Office in any necessary public health actions, such as contact tracing of infected individuals.
- ii. The County Office shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19, per orders of CDPH or other governmental agency.

4. Leave:

Leaves due to COVID-19 related events: Between April 1 and December 31, 2020, unit members shall be eligible for leaves pursuant to the Federal Families First Coronavirus Response Act (FFCRA). Employees currently on leave pursuant to Article XIII, the Education Code, or state and federal law will remain on leave as established prior to closure. The Parties further agree to follow applicable leave requirements as set forth in the collective bargaining agreement – Article XIII – Leaves, the Education Code, and state and federal law.

- i. 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 parties recognize that such leave as provided by FFCRA shall be available to all County Office 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 acknowledge that these changes apply to County Office employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in FFCRA.

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

- i. Specifically, HR 6201 provides as follows, effective through Dec. 31, 2020:
 1. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay if:
 - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - ii. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
 2. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay if:
 - i. The employee is caring for an individual subject to an order or advised to self-isolate;
 - ii. 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 precaution.

Other forms of leave: Employees who have exhausted accrued sick leave may use extended sick leave.

- i. **No loss of pay during COVID-19 related closures or curtailments:**

As County Office facilities are closed and/or County Office operations are curtailed due to the coronavirus pandemic, 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 subject to the various leaves.

- ii. **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.
- iii. **Vacation Leave:** The County Office recognizes it was and may be challenging for employees to schedule and take vacation during the 19/20 and 20/21 school years. The parties agree to temporarily amend Article XII: Vacation, section 2.1. The County Office agrees to suspend the cap of fifteen or twenty (15 or 20 depending on number of years of service) days outlined in Art. XII for the 20/21 school year. Employees will have until June 30, 2021 to schedule and use earned vacation leave above the cap.

5. Accommodation:

- i. The County Office 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.
- ii. The County Office will where possible provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition.
- iii. If reasonable accommodations are not practicable, the County Office should work with the employee to develop a leave plan.
- iv. The County Office agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

6. Return Personnel:

- i. County Office agrees to give 48-hours' notice prior to requesting an employee report back to their site, if they have not reported to their regular site since the shelter in place order.
- ii. The County Office and CSEA agree that all CSEA bargaining-unit employees shall work at their regularly assigned site for the 2020-2021 school year, unless the governor issues another shelter-in-place order for all citizens of California.
- iii. If the governor issues another shelter-in-place order, requiring the closure of public schools, the County Office agrees to allow all classified employees, whose job description reasonably permits, to telecommute.
- iv. The County Office agrees to provide all classified employees working from home/telecommuting with all the equipment necessary to perform their assigned duties while telecommuting as deemed by their supervisor.

- v. While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available during their normal designated working hours.

7. Workload and Staffing Ratios:

- i. To address the increased workload to employees the County Office agrees to the following:
 - 1. Employees will be provided an opportunity to give direct feedback to their supervisor on a daily basis regarding workload concerns. Any workload concerns which are not addressed by the appropriate supervisor, may be brought to the Assistant Superintendent of Human Resources.

8. Duties:

- i. The County Office 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 County Office recognize that some CSEA bargaining unit positions may be asked to temporarily perform duties not currently contained within their current job description.
- ii. The County Office agrees to develop and provide staff training or utilize state-provided training regarding the following topics as appropriate per job classification and duties:
 - 1. Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPH guidance and/or Cal/OSHA regulations.
 - 2. For staff who use hazardous chemicals for cleaning, specialized training is required.
 - 3. Physical distancing of staff and students.
 - 4. Updates to the Injury and Illness Prevention Plan (IIPP).
 - 5. State and local health standards/recommendations.

9. Information and Further Negotiation: The County Office 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, unless an emergency situation occurs, and prior notice is not possible.

10. 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.

11. 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.

Dated: 8-31-20

By: 
For Placer County Office of Education

Dated: 2020-09-01

By: 
For CSEA Placer COE Chapter 479, Presidet - M. Montes

Dated: 09-02-20

By: Jeffery A. Kirby
For California School Employees Association