

Memorandum of Understanding (MOU)
Between the Placer County Office of Education (PCOE)
and
The Placer Association of Certificated Employees (PACE)
Implementation of SB 88 (Student Transportation Requirements)

The Placer County Office of Education (PCOE) and the Placer Association of Certificated Educators (PACE) (collectively, “the Parties”) enter into this Memorandum of Understanding (MOU) regarding the implementation of Senate Bill 88 (SB 88). This agreement addresses the impacts and effects of SB 88 on bargaining unit members while ensuring compliance with the law.

1. Scope of Application

- The terms of this MOU apply to employees whose regular duties include transporting students in vehicles subject to Vehicle Code §34520.3.
- Employees who fall within the statutory 40-hour exemption provision shall not be subject to SB 88 testing, training, or certification requirements beyond those legally mandated.

2. Training & Certification

- All required training shall be conducted during paid work hours whenever feasible, or compensated at the unit member's per diem hourly rate, including travel time, through the submission of a timesheet if conducted outside the employee’s regular workday. PCOE shall pay all costs associated with any training, including, but not limited to, first aid, CPR, and driver training as part of SB 88 requirements.
- PCOE shall assume all costs of medical exams or other medical certifications required as part of SB 88 certification.
- Any employee health or medical information collected shall be maintained confidentially and may not be used to affect the unit members' employment.

3. Vehicle Use & Liability

- Employees shall not be held personally responsible for the mechanical condition, registration, or compliance status of PCOE owned or operated vehicles.
- Employees transporting students in PCOE vehicles shall be indemnified and defended, provided actions occurred within the course and scope of employment.

- Unit members are not required to have personal auto insurance.
- PCOE's commercial policy for auto insurance shall cover damages and injuries for accidents that happen within the scope of employment.

4. Drug & Alcohol Testing

- Any drug and alcohol testing required under SB 88 shall be conducted in compliance with applicable law and limited to the minimum testing required by such law.
- Employees shall not face adverse action or discipline for lawful, off-duty cannabis use unless such use demonstrably impairs the employee while on duty or otherwise violates federal safety regulations.
- Testing procedures shall follow Department of Transportation (DOT) standards and ensure the dignity and privacy of employees.

5. Documentation

- Employees shall not be required to complete documentation beyond standard logs or incident reports without being given training, resources, and clear protocols.

6. Bargaining Unit Protections

- Implementation of SB 88 shall not result in unilateral changes to wages, hours, or other terms and conditions of employment for bargaining unit members.
- No employee shall have expanded responsibilities or duties beyond what is reasonably comprehended within their current classification without prior notice and the opportunity for PACE to negotiate.
- PACE reserves the right to bargain the impacts and effects of any future changes to SB 88 requirements or related legislation, specifically if new requirements expand the scope of unit members required to participate in testing, training, or certification.

7. Duration

- This MOU shall not sunset or expire, unless SB 88 is repealed or changed by the State, or interpreted by a Court with appropriate jurisdiction, at which point the Parties agree to meet and negotiate. The Parties also agree that either Party may reopen negotiations on this MOU before the start of the 2027-28 contract year or at any point in time by mutual agreement.

Nothing herein limits the employee's right to due process nor the PCOE's authority to take appropriate administrative action, including removal from duties, pending final resolution.

Signatures

For PCOE:



Brian J. Swank, Ed.D.
Executive Director, Human Resources

Date: 5/11/20

For PACE:



Kim Duer
President, PACE

Date: 5/8/20