

## **PROPOSED MEMORANDUM OF UNDERSTANDING ABOUT COVID-19 RESPONSE**

This memorandum is agreed between the Sutter County Superintendent of Schools (“SCSOS”) and the California School Employees Association and its Sutter County Chapter 634 (together “CSEA”) concerning the SCSOS response to the coronavirus (COVID-19) epidemic.

The SCSOS and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the SCSOS and its teachers and staff. We recognize the importance of prudent measures to prevent SCSOS members, students, their families, or other people using SCSOS 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 SCSOS operations should be maintained, and provisions should be made for SCSOS members who are impacted by the epidemic.

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

- 1) The SCSOS will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of SCSOS members or students and at which campus or worksite said infection was found.
- 2) The SCSOS will train its members 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). CSEA will cooperate with the SCSOS in any necessary public health actions, such as contact tracing of infected individuals. Members are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another’s health at risk).
- 3) As a bargaining unit member in paid status during the COVID-19 closure, bargaining unit members must be reachable by phone, email or text during normal work hours. To remain in paid status, bargaining unit members must be accessible and available. For the purpose of the closure, normal work hours are 8am to 5pm, Monday through Friday. SCSOS retains the right during the closure period to direct members to return to work as needed in order to provide services or information to SCSOS. If unable to report, unit members will be required to use leave as applicable. Unit members will not be required to be on call during previously calendared non-workdays such as Spring Break. Any classified unit member who is required to actually come to a SCSOS site during the closures or curtailment to perform their duties, shall be paid their regular wages for the hours worked as well as any overtime that may arise as a result of the actual work.
- 4) The SCSOS will comply with HR 6201 including Emergency Paid Sick Leave and the FMLA Expansion Act.
- 5) In the event any SCSOS facility must be closed, or any SCSOS operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment as long as they remain on call in accordance with Section 3, above. This paragraph will apply until such time that the Public Health Department, or other

governmental entity with authority to do so, deems that schools should return to full session.

- 6) Should the SCSOS close any schools to address COVID-19, the SCSOS shall comply with requirements of California Executive Department Executive Order N-26-20. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any SCSOS facilities due to epidemic.
- 7) In-the event the SCSOS seeks to add additional school days to this school year or next year, the SCSOS and CSEA will reconvene bargaining.
- 8) **Distance learning:** CSEA bargaining-unit members shall suffer no loss of pay or benefits as a result of SCSOS implementation of distance learning programs. The SCSOS will keep CSEA informed of any changes to its operations due to the emergency adoption of distance education, including of any increased need for Information Technology/Information Systems services or for any other operations that could potentially be performed by classified members, and will promptly respond to further requests to bargain over such issues.
- 9) **Duration of Agreement:** This MOU shall expire and be of no further force or effect on June 30, 2020, and shall not establish any precedent or past practice.
- 10) **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 in accordance with Article 7.
- 11) **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 members, and will bargain as needed over the effects of such further directives.

Dated: 4-22-2020

By:  \_\_\_\_\_

For SCSOS

Dated: 4/22/2020

By:  \_\_\_\_\_

For California School Employees Association