

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SUTTER COE
CHAPTER NO. 634
AND
SUTTER COUNTY OFFICE OF EDUCATION
REGARDING RETURN IMPACTS AND EFFECTS
OF REOPENING THE COUNTY OFFICE AFTER SHELTERING-IN-PLACE.**

This memorandum is agreed between the Sutter County Office of Education (“County Office”) and the California School Employees Association and its Sutter COE Chapter No. 634 (“CSEA”) concerning the impacts and effects of resumed County Office operations under 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 epidemic.

The County Office and CSEA recognize that depending upon changes in the public health situation and governmental directives, during part or all of the 2020-21 school year the County Office might utilize distance learning, or in-person instruction, or different combinations of distance learning and in-person instruction. To facilitate the County Office’s implementing either distance learning, in-person instruction, or an appropriate hybrid model, this MOU addresses some commitments that would only apply if students are coming to school sites for instruction.

To these ends, the Parties agree as follows:

1. Re-Closure:

- a) **Employees reporting during closures:** The County Office shall timely inform CSEA about which classifications of employees, and how many, are required to report for work during COVID-19 related closures. The County Office shall keep CSEA informed of its current and planned operational needs as they affect bargaining-unit employees working during the epidemic and shall upon request bargain further about the effects of such operations. The County Office shall in no event assign bargaining-unit employees to perform work not reasonably related to their usual work without first bargaining with CSEA.
- b) **Reporting pay during closures:** In the event employees of the County Office are required to report to work during COVID-19 related closures, employee pay shall be based on standard rates unless otherwise negotiated.

- c) **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 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. 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 business hours are 8am to 5pm, Monday through Friday. SCSOS retains the right during the closure period to direct members to return to work during their normal work hours 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.

2. Distance Learning and Working from Home:

- a) CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a result of County Office implementation of distance learning programs. The County Office will keep CSEA informed of any changes to its operations due to the emergency adoption of distance learning.
- b) The County Office and CSEA have agreed that CSEA bargaining-unit employees who are 1) medically vulnerable, 2) over the age of 65, or 3) who have a bona fide need for childcare for their child and no longer have access to childcare due to a school or childcare facility closure may be allowed to work remotely from home provided the nature of their duties are conducive to working remotely with supervisor approval.
- c) The County Office will provide those working in the CSEA bargaining-unit classifications with all equipment and training necessary to perform assigned duties while working from home.
- d) Per California Education code §44032 which requires that employees be reimbursed for reasonable expenses incurred while performing work related duties, CSEA bargaining-unit employees who are working remotely will be reimbursed for all materials and supplies necessary to support student learning including, but not limited to, printer toner, paper, pencils, increased internet capacity, etc. with prior supervisor approval for individual expenses exceeding \$25.

3. Safety:

- a) The County shall require the use of facial coverings (masks) in accordance with federal, state (including CDPH), and local guidelines currently in effect. If a bargaining unit member is in need of a facial covering (mask), the County will provide one for the unit member. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield. Masks and face shields may not be required for children age two and

under or for students with medical apparatus which prevents or obstructs the use of the apparatus.

- b) Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on-site pending travel home. In the event of an exposure to COVID-19 that requires a unit member to self-quarantine, the unit member may use available leaves as permitted by the Collective Bargaining Agreement and State and Federal law.
- c) The County Office acknowledges its obligation to develop and keep an up-to-date written, worksite-specific COVID-19 prevention plan at every facility (per CDPH guidance) and an infectious disease preparedness and response plan (per Cal/OSHA), to perform a comprehensive risk assessment (per CDPH guidance), and to regularly review updated guidance from state agencies, including CDPH and the California Department of Education. Unit employees will follow the plans established by each school site where employee is assigned.
- d) Unit members with COVID-19 exposure or symptoms shall report this information to their immediate supervisor. If the supervisor is not available, the unit member shall report this information to the HR Director.
- e) The County Office will provide CSEA with its worksite-specific COVID-19 prevention plans, its infectious disease preparedness and response plan, and its comprehensive risk assessment, and will immediately provide CSEA with any changes to those documents.

4. **Reporting Unsafe Conditions:**

In the interest of protecting community and workplace health, any employee may report, in writing, following the procedures per Article 16 of the parties collective bargaining agreement. Due to the circumstances related to Covid-19, 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 Cal/OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

i. **Health Guidelines**

The County Office shall follow health guidelines and orders issued by the CDC, CDPH (<https://files.covid19.ca.gov/pdf/guidance-schools.pdf>), CDE, Cal/OSHA, and local public health, including but not limited to appropriate social distancing, cleaning and sanitization of surfaces, and face coverings.

ii. **Personal Protective Equipment (PPE)**

- a) The County Office shall make every effort to provide sufficient protective equipment to comply with CDC, CDPH, and local public health guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. Should essential protective equipment be unavailable to perform regular duties, no employee will be directed to perform the duties notwithstanding not having the protective equipment.
- b) The County Office shall implement a plan for ongoing supply of protective equipment.
- c) The County Office shall supply a no-touch thermal scan thermometer for each symptom screening station. The county office will notify employees of the location of self-screening stations.
- d) The County Office shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the county site in accordance with CDPH guidance.
- e) The County Office shall ensure sufficient supplies of hand sanitizers, soap, tissues, no-touch trash cans and paper towels.
- f) The County Office agrees to provide other protective equipment, as appropriate for work assignments.
- g) The County Office agrees to adopt the CDC, CDE, CDPH, and local public health recommendations as to access by parents, students and other persons not County Office staff, which state, at a minimum, face coverings should be worn:
 1. While waiting to enter the school campus.
 2. While on school grounds (except when eating or drinking).
 3. While leaving school.
 4. While on a school bus.

5. Screening:

- a) Any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms) will self-assess and exclude themselves from the premises.
- b) Self-assessments will include daily visual symptom and wellness checks at the beginning of each work day, including temperature reading with a no-touch thermometer *and* a questionnaire about symptoms.
- c) When students come to school sites for in-person instruction, parents, students and staff will be educated about COVID-19 symptoms and will be instructed about how to report symptoms if they occur during the day.

- d) Records of staff screenings shall be kept in a safe, confidential location, and shall not be disclosed without employee permission except to county public health employees in the course of investigating a case or outbreak of the virus.

6. **Testing and Tracing:**

- a) The County Office will notify CSEA when it learns of any COVID-19 infection or exposure and follow local public health guidelines related to contact tracing while maintaining the privacy of the affected employee.
- b) The County Office shall notify bargaining unit employees of potential exposure to COVID-19 at work.
- c) When the County Office provides in-person instruction, the County Office shall provide routine testing of staff, so that each employee working on-site is tested at least once every two months, for example 25% every two weeks or 50% each month in rotation. If the County Office is unable to offer such testing, or if the results of such testing are not available within 48 hours or less of test administration, the County Office will inform CSEA and employees, and shall make its best efforts to obtain timely testing capacity.
- d) The County Office shall provide COVID testing resources that offer testing at no expense to bargaining unit employees.

7. **Leave:**

- a) **Workers' Compensation:** The County Office shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for employees who are diagnosed by physician with COVID-19 within 14 days of having come to work at a County Office site, unless the County Office notifies CSEA at the same time it notifies the claimant(s) that it contests that they contracted the virus as a result of their employment.
- b) **COVID-Related Leave:** 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.
- c) The County Office 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.

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:

1. 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;
 - 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 (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;
 - 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 precautions; or
 - iii. 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 County Office employees in the appropriate circumstances.

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.

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 HR 6201.

Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children per Article 14 C.

8. Accommodation:

- a) 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.

- b) The County Office shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition as determined by a licensed physician, including but not limited to:
 - Providing additional or enhanced personal protective equipment (PPE);
 - Placing physical barriers to separate the vulnerable employee from coworkers or the public;
 - Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
 - Moving the employee workstations;
 - Allow for working from home when duties permit.
- c) The County Office agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

9. Return Personnel:

- a) County Office retains the right during the closure period to direct members to return to work as needed in order to provide services or information. The County Office will make best efforts to give 24-hours' notice prior to requesting an employee report back to their site. The parties agree that there may be incidents when unit members may need to report sooner if a critical function needs to be addressed.
- b) 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.
- c) 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.
- d) 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.
- e) Per California Education code §44032 which requires that employees be reimbursed for reasonable expenses incurred while performing work related duties, CSEA bargaining-unit employees who are telecommuting will be reimbursed for all materials and supplies necessary to support student learning including, but not limited to, printer toner, paper, pencils, increased internet capacity, etc. with prior supervisor approval for individual expenses exceeding \$25
- f) While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available during their normal designated working hours.

- g) While CSEA bargaining-unit employees are expected to be working and available during their normal designated working hours, no CSEA bargaining-unit employee will be expected to immediately answer every phone call or email received. However, CSEA bargaining-unit employees are expected to return phone calls and emails received within a reasonable amount of time.

10. Workload and Staffing Ratios:

- a) To address the increased workload to employees the County Office agrees to the following:
 - 1. No staff will be disciplined due to workload issues
 - 2. Employees will be provided a written schedule, negotiated by the parties, with tasks outlined, including breaks and lunch periods by September 1st, 2020
 - 3. Employees will be provided an opportunity to give direct feedback to their supervisor on a daily basis regarding workload concerns

11. Work Hours:

- a) The parties agree bargaining unit employees shall report to work at regularly assigned hours for the 2020-2021 year, per Article 5 of the collective bargaining agreement.
- b) The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours.

12. Duties:

- a) 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.
- b) The County Office and CSEA 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 negotiated.
- c) The parties acknowledge that California Education Code §45110 requires out of class compensation. Unit members who work out of classification performing duties of a higher classification shall be paid at a rate of five percent (5%) greater than their current classification and step pay, or be paid the rate of the step of the higher classification no less than five percent (5%) greater than the unit member's current classification and step pay, whichever is greater. The rate shall apply to any day in which the work is assigned.

d) The County Office agrees to develop and provide staff training or utilize state-provided training regarding the following topics:

- Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations;
- For staff who use hazardous chemicals for cleaning, specialized training is required;
- Physical distancing of staff and students;
- Symptom screening, including temperature checks;
- Updates to the Injury and Illness Prevention Plan (IIPP);
- State and local health standards/recommendations.

13. Information and Further Negotiation:

The County Office will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. 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.

14. 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.

15. 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.

16. Violations of this Agreement/ Expedited and Binding Arbitration:

Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article 7 of the CBA.



Mona Brokenbrough, CSEA President

9/1/2020

Date



Ron Sherrod, Assistant Superintendent-SCSOS

9-1-2020

Date