

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS NEVADA JOINT UNION HIGH SCHOOL CHAPTER # 165
AND
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
September 25, 2020**

This memorandum is agreed between the Nevada Joint Union High School District ("District") and the California School Employees Association and its Nevada Joint Union High School Chapter No. 165 ("CSEA") concerning the impacts and effects of resumed District operations under COVID 19 conditions for the 2020-21 instructional year.

The District and CSEA (together "Parties") 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. The Parties 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. The Parties further agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the Parties agree as follows:

1. Safety:

a. Reporting Unsafe COVID Related Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe COVID related condition in the working environment to the immediate supervisor. The supervisor shall respond to the employee with notification to CSEA chapter president, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why.

b. Health Guidelines

The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety Health "Cal-OSHA"), and Nevada County Public Health department. Where there is a conflict between the various guidelines or orders, the District shall adhere to Nevada County Department of Public Health guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.

When practicable make appropriate changes to physical layout to maintain physical distancing:

- i. When possible, the District shall create directional pathways. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements.
- ii. Barriers for food service;
- iii. Barriers for administrative personnel who provide in-person services to the public daily;
- iv. Limits on number of people in classrooms or other spaces;

c. Handwashing and Hand Sanitizing Locations

- i. Multiple handwashing locations with signage (i.e. soap and water), will be provided, along with sufficient time for employees to wash their hands at least every hour. Hand sanitizer dispensers will be provided at multiple locations on school sites as appropriate and as available.

d. Sanitization Supplies

- i. The provision of necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).

e. Physical Distancing

The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited to implementing plans incorporating the following components:

- 1. 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 of distance between individuals or current CDC recommended distance.
- 2. Should students return to school during the 2020/2021 school year to the extent possible, and as recommended by the CDC, 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.
- 3. In a circumstance where sufficient physical distancing is difficult or impossible, such as when students or staff enter or exit a school site, or a district vehicle, all individuals, including staff and students, must wear face coverings that cover the mouth and nose, consistent

with public health guidance. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.

4. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.

5. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students.

6. If physical distancing between workspaces or between employees and students/visitors is not possible, the District may install physical barriers or provide other safety options for safety purposes.

f. Personal Protective Equipment (PPE)

i. The District shall make every effort to provide sufficient protective equipment to comply with CDPH and Nevada County 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.

ii. Each site shall implement a plan for ongoing supply of protective Equipment and will notify site staff members of how to acquire and replace PPE.

iii. The District shall maintain adequate school-appropriate cleaning supplies to disinfect the school site in accordance with CDPH and Nevada County Public Health guidance.

iv. The District shall ensure supplies of hand sanitizers, soap, tissues, trash cans and paper towels are available.

v. The District agrees to adopt the Nevada County Public Health guidance, CDPH and CDE recommendations as to access by parents, students and other

persons not on school 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.

Screening:

- i. The District will adhere to screening protocols for staff and students consistent with CDPH and Nevada County Public Health guidelines.

2. Testing and Tracing:

- i. The District shall provide documented plans for when any on-site person(s) have tested positive for COVID-19.
- ii. The District shall notify bargaining unit employees who have been exposed to COVID-19 at work within 24 hours as required by AB 685.
- iii. The District shall notify CSEA of any bargaining unit member who has potentially been exposed to COVID-19 within 24 hours as required by AB 685.
- iv. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

Leave:

v. Workers' Compensation

The District will adhere to Federal, State and County statutes surrounding workers' compensation for essential workers in schools.

vi. COVID-Related Leave

In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus or is required to quarantine based on CDPH or Nevada County Public Health guidelines, the employee may use available leaves.

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 District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees, except it shall not be available to school police officers due to an exemption in the new law.

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

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.

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.

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

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

Unit Members compensation, benefits, and all stipends shall not be reduced or stopped as a result of the emergency school or District closure. This includes all stipends for the remainder of the contractual school year. Unit members shall not be required to make up any workdays due to the COVID-19 emergency school closure duty days, or any other contractual/assignments missed as a result of the emergency school closure.

3. Accommodation:

- i. The District 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. **When possible** the District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19.

**4. Return of
Personnel:**

- i. Upon the Federal, State, County or District determining schools safe to open, the District shall provide notice, by phone and/or email, to all unit members not already working on site of the need to return to work, prior to 3:00 pm the previous workday.
- ii. If the governor issues another shelter-in-place order, the District shall determine which classified employees, whose job description reasonably permits, will be allowed to work from home, in whole or in part.

iii. The District agrees to provide all classified employees directed to work from home with the appropriate equipment necessary to perform their assigned duties.

iv. Employees who have been directed to work from their homes by their Supervisor will be paid a monthly reimbursement of \$35.00 to help subsidize for individuals' added cost for utilities (i.e. internet, cell service, office supplies). Staff who have been given the option of working from home or at the worksite, shall not be entitled to the monthly reimbursement for work performed at home.

v. CSEA bargaining-unit employees who are directed to work from home are expected to be available during their normal designated working hours. Employees shall be available by phone and shall respond to emails received by the end of the next business day (not counting weekends, holidays, scheduled time off or outside of working hours).

1. Work Hours:

- i. 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.
- ii. The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours.

2. Duties:

i. The District and CSEA acknowledge that California Education Code §45101(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 District recognize that some CSEA bargaining unit positions may be asked to temporarily perform duties not currently contained within their current job description.

ii. The District agrees to provide training regarding the following topics:

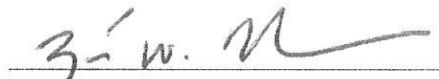
1. Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPH guidance and Cal/OSHA regulations.
2. For staff who use hazardous chemicals for cleaning, specialized training is required.
3. Updates to the Injury and Illness Prevention Plan (IIPP).
4. State and local health standards/recommendations.

4. Information and Further Negotiation: The District will collaborate and share new information it receives from local health authorities about COVID-19 epidemic as appropriate. The District will negotiate any effects on terms and conditions of employment due to operations changes.

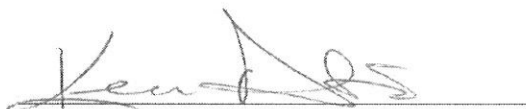
5. Duration of Agreement: This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the 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.

6. Violations of this Agreement: Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article 21 of the CBA.

7. Childcare: The District will make reasonable attempts to provide no cost childcare for staff who return to work in person. Such services may require a minimal cost to unit members.


Brett McFadden, Superintendent

Dated: 10-14-20


Kevin Atkins, Chapter 165 President

Dated 10-14-20


Kurt Benfield, CSEA Labor Relations

Dated 10-14-20