

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BASS LAKE JONT UNION ELEMENTARY SCHOOL DISTRICT
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BASS LAKE CHAPTER #757
ON SCHOOL REOPENING FOR THE 2020-2021 SCHOOL YEAR
AND COVID-19**

October 5, 2020

This Memorandum of Understanding ("MOU") is entered into by and between Bass Lake Joint Union Elementary School District ("District") and the California School Employees Association and its Bass Lake Chapter #757 (together "CSEA") concerning the impacts and effects of the District's reopening plan for the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") California Government Codes 3540 et seq. apply and remain in effect. This MOU supersedes the parties' May 1, 2020 Response to COVID-19 MOU.

The District and CSEA agree as follows:

1. **Sharing of information about spread of illness:** The District will utilize the District-wide notification systems to notify employees and CSEA as soon as practicable regarding updates on any impacts to the District caused by COVID-19.
2. **Reporting to Work On-Site:** All unit members shall report to work on-site each work day unless otherwise directed to by the District. Should the District close any school sites or work locations, or any District operations are curtailed due to the coronavirus epidemic, the District may offer alternative work to continue to pay bargaining unit members. Bargaining unit members shall not suffer any loss of pay or benefits relative to their regular schedules if the closures or curtailments prevent an employee from being able to perform their regular duties or alternative duties offered by the District provided that members must be available to work.

Safety:

3. **Training and implementation of public health measures:** The District will train, notify, advise and inform 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, disposable gloves, masks, and hand sanitizer). The District shall make available to all employees any protective gear necessary to complete assigned tasks to the extent that such supplies are available. Employees are also reminded that they need to participate in a daily health screening prior to reporting to their assignment. CSEA will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health and CDPH. The District and CSEA will cooperate with the local Departments of Public Health and CDPH and the CDC regarding the notification and contact tracing of infected individuals. Employees 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).

a. Face Coverings

- i. Face coverings are required to be worn properly at all times by all individuals following the guidance of the County Department of Public Health and CDPH, except when outdoors with no one within six (6) feet of social distancing. This applies to all staff, all students, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.
- ii. Face coverings shall not be required for students or staff if there is a medical or behavioral reason for not wearing a face covering which is verified in writing from a medical professional or behavioral specialist shall be on file with the HR Department.
- iii. For unit members and students who cannot wear a mask according to section ii. above, face shields shall be worn in accordance with the guidance of the County Department of Public Health.

b. Hand Washing Requirements

- i. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- ii. All individuals shall be required to wash their hands or use effective hand sanitizer upon entering district sites and upon entering a classroom.
- iii. The following hand washing requirements will be implemented:
 1. Every room with a sink shall be stocked with soap, and effective hand sanitizer.

2. Every classroom shall be provided effective hand sanitizer.
3. Non-classroom workspaces and common spaces shall be provided effective hand sanitizer.
4. Hand sanitizer or portable hand washing stations shall be provided at each designated ingress and egress point on a school campus, as practicable.

c. Physical Distancing

- i. The District shall ensure minimum physical distancing as recommended by the County Health Department for all employee work spaces and between all employee and student workspaces.
- ii. In situations in a workspace where the minimum physical distancing is not practicable, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields worn in accordance with guidance of the County Department of Public Health. The exception is in emergency situations where the environmental or behavioral threat supersedes the necessity for physical distancing.

d. One-Way Directions/Movement

- i. In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways where practicable. These pathways shall be clearly marked to indicate the direction of travel.

e. Daily Cleaning and Disinfecting

- i. The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
- ii. Daily cleaning and disinfecting as described in this Section shall be done by trained custodial personnel.

f. Health Screening, Testing, Notification, and Contact Tracing

- i. The District shall ensure that all students, employees, and visitors are checked/self-checked by completing District's COVID-19 survey for symptoms associated with COVID-19 infection at the beginning of each day and throughout the day as needed.
- ii. Health screening, testing, notification, and quarantine protocols and procedures will be in compliance with public health guidelines.
- iii. All students and staff will be trained on these protocols and procedures.

- iv. Staff and students with symptoms 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 or to a medical facility.
 - v. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the County Public Health Department and CDPH. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period. If a member contacts the Chapter President, the Chapter President shall immediately contact HR Coordinator/Superintendent with the concerns.
4. **Leaves:** The parties agree that all current adopted and applicable leave policies, included in the collective bargaining agreement and state and federal laws, such as but not limited to HR 6201, Labor Code 230.8, FMLA, Industrial Accident, and Worker's Compensation continue to apply with the additions to the following:
- a. Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)
 - i. For unit member self-care:
 - 1. A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave.
 - ii. For unit members to care for others:
 - 1. A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave.
 - b. Leave of Absence for Unit Members At-Risk of COVID-19 Exposure
 - i. In the event a bargaining unit member is unable to return to on-site work because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall use accumulated sick leave and other available paid leaves.

5. **Alternative Duties:** CSEA bargaining unit positions may be required to perform duties not currently contained in their current job description due to COVID-19 responses making their regular duties incapable of being performed. The parties agree that the assigned duties will be of temporary duration and the District will make reasonable efforts to disperse the work across classifications as equitably as possible. The District shall provide employee training as required.
6. **Outside Visitors and Groups:** The District agrees to:
 - i. Limit access to campus for parents and other visitors and follow social distancing and PPE guidelines by the CDPH.
 - ii. Evaluate whether and to what extent external community organizations can safely utilize the site and campus resources. Ensure external community organizations that use the facilities also follow the school's health and safety plans and CDPH guidance.
 - iii. Review facility use agreements and establish common facility protocol for all users of the facility.
 - iv. Establish protocol for accepting deliveries safely.
7. **Return Personnel:** The District agrees to give 24 hours' notice prior to requesting an employee report back to their work site.
8. **Accommodations.**
 - i. The District may accommodate unit members in increased risk group (as verified in writing by a health care provider) through the interactive process.
 - ii. Unit members who lack child care may work from home if duties can be assigned remotely, as determined by the District. If work cannot be accomplished remotely, unit members may use available leave (i.e. FFCRA). FFCRA leave may be taken intermittently.
 - iii. Unit members, with immediate household members that are at increased risk (as verified in writing by a health care provider) may be accommodated through the interactive process or exercise available leaves.
 - a. Employees shall be notified in writing, no less than 48 hours prior to the onset of the change in the employees working hours.
 - b. The District will work with unit members on a case-by-case basis for an conflicts to changes in work hours.

9. **Work Load and Staffing Ratios:** The District and CSEA agree to address anticipated increased workload concerns to ensure the District's operations conform with Public Health Guidance. Bargaining unit members may provide direct feedback to their supervisor regarding workload concerns related to changed working conditions due to COVID-19 pandemic. The district and CSEA shall follow the Collective Bargaining Agreement (CBA) regarding discipline and grievance.
10. **Reporting Unsafe Conditions:**
 - i. The District shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.
 - ii. Bargaining unit employees shall report immediately any condition or practice with which they feel unsafe, potentially unsafe or hazardous to their immediate supervisor.
 - iii. If, upon investigation, the District determines that an unsafe condition exists, the District shall correct the situation as soon as possible.
11. **Food Service:** The District agrees to develop strategies to limit physical interaction during meal preparation and meal services (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use). The District shall follow all Public Health Guidance and notify bargaining unit members of changes with respect to food service. The District agrees to install physical barriers, such as sneeze guards and partitions at point of sale (POS) and other areas where maintaining physical distance of six feet is difficult.
12. **CSEA acknowledgement of District's authority:** CSEA acknowledges and supports the District's authority to exercise its emergency powers as established by law, the Parties' Collective Bargaining Agreement and Board Policies and Administrative Regulations.
13. **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 District facilities due to the epidemic.
14. **Additional school days:** The District may seek to add additional school days to this school year or next year as required by law or government mandate. Should additional school days or other measures be sought by the District to add additional instructional minutes, the parties agree to meet and bargain about the implementation.
15. **Violations of Agreement:** Any alleged violations, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of the CBA.
16. **Information and Further Negotiations:** The District will notify CSEA all new information

it receives from local health authorities about COVID-19 epidemic. The District shall inform CSEA, in writing and will negotiate effects on terms and conditions of employment, including occupational health and safety.

17. **Duration of Agreement:** This agreement shall remain in effect through December 31, 2020 or until the Governor lifts the stay at home order and school can resume as usual, whichever occurs first. The Parties may mutually agree to extend this Agreement.
18. **Non-Precedent Setting:** This MOU Agreement shall not be precedent setting nor form any basis for a past practice.
19. **Compliance with further governmental orders:** The parties all 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.




Mike Minter
CSEA Chapter President #757

10/7/2020
Date



CSEA Labor Relations Representative

10/09/20
Date



Randy Seals
Superintendent
Bass Lake Joint Union Elementary School District

10/7/2020
Date