

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SHASTA HIGH CHAPTER No.181 TO THE SHASTA UNION HIGH SCHOOL DISTRICT REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT

This memorandum of agreement (the MOU) is agreed between Shasta Union High School district (District) and the California School Employees Association and its Shasta High Chapter No.181 (together "CSEA") concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

The District and CSEA 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. We 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. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The District 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 District might utilize distance learning, or in-person instruction, or different combinations of distance learning and in-person instruction. To facilitate the District'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 District and CSEA agree as follows:

1. Safety:

Safety Plans, Information, and Training

The District acknowledges its obligation to develop and keep up-to-date a written, worksite-specific COVID-19 prevention plan at every facility (per CDPH guidance) and an infectious disease preparedness and response plan (per 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.

Per CDPH guidance, the District will designate a COVID-19 coordinator for each worksite and inform CSEA of that person's name and contact information.

The District 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.

The District will share with CSEA without delay any information it receives or develops regarding safety issues related to COVID-19.

The District will train bargaining-unit employees on its worksite-specific COVID-19 prevention plans.

Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. 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 OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, by notifying their supervisor in writing of such refusal and the basis therefor. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment.

A. Safety Working Group

The District may establish a working group to focus on safety issues related to COVID-19, including issues that arise as District operations evolve and best practices. If such a working group is established, it shall include classified employees appointed by CSEA.

B. Outside Visitors and Groups

The District will limit access to campus for parents and other visitors. It will evaluate whether and to what extent external community organizations can safely utilize the site and campus resources. It will ensure that external community organizations that use the facilities also follow the safety standards set forth in this MOU and in CDPH school guidance.

Meals (In-Person Instruction)

In addition to the precautions to be taken for remote-instruction meal preparation and service, the District agrees to:

- Promote fresh healthy menu options that are individually plated meals and proportioned and prewrapped produce.
- Use disposable trays and wrap cold items in plastic and hot food with foil.
- Assess whether to serve meals in the classroom or cafeteria or to use outdoor seating.
- Encourage physical distancing through increased spacing, small groups, and limited mixing between groups, if feasible. Stagger mealtimes to allow for cleaning between meal services and to serve students in smaller groups.
- Provide at least six feet of physical distancing between groups or tables by increasing table spacing, removing tables, marking tables as closed, or providing a physical barrier between tables.
- Remove or suspend use of share tables and self-service buffets for food and condiments.
- Ensure cleaning of every table between groups of students or meal service times.

C. Food Service During Remote-Only Instruction

To the extent the District provides meals when schools are closed to in-person instruction, the District agrees to:

- Teach and reinforce handwashing and use of a cloth face covering by employees when near other employees or students.
- Have adequate supplies for both employees and students including soap, hand sanitizer, and tissues.
- Post signs on how to stop the spread of COVID-19.
- Update standard operating procedures for sanitation of school kitchens, cafeterias, food warehouses, and central production kitchens.
- Train all employees on health and safety protocols, including correct application of disinfectants and maintaining physical distancing.
- Clean and disinfect surfaces frequently touched by students or others picking up meals, including tables, chairs, carts used in transportation, and point-of-service touch pads.
- Ensure gloves, masks, disposable aprons, and other supplies are readily available.
- Consider how workstations can be reorganized for proper physical distancing during meal preparation and meal service.
- Adjust employee shifts to minimize number of staff in the kitchen.
- Provide physical guides, such as tape on floors or sidewalks and signage on walls to ensure that students remain at least six feet apart in lines.
- Have staff wear masks and gloves while using point of service (POS) touch pads, replace touch pads with a scanner, or have hand sanitizer available.
- Install physical barriers, such as sneeze guards and partitions, at POS and other areas where maintaining physical distance of six feet is difficult.
- Consider increasing access points for providing meal service.
- Offer grab-and-go student meals for consumption at home, including drive through, delivery, or curbside pick-up options.
- Assess whether there are students who are unable to access school meal distribution sites and identify ways to address these gaps.
- Consider whether it is feasible to continue to use buses to distribute meals to students.
- Notify parents and the school community about school meal service and options, using a variety of communication methods such as social media, newsletters, and school websites.

Buses

To the extent the District provides bus transportation for students, the district agrees to develop and maintain a maximum capacity seating plan for students of each vehicle while meeting physical distancing objectives.

The District agrees to:

- Ensure that drivers have access to enough masks to provide to students who board the bus without a mask.
- Ensure buses have adequate staffing to engage in symptom screenings and physical distancing while the bus is in motion.
- Instruct students and parents to maintain required distancing at bus stops and while loading and unloading.

2. **Workload and Staffing Ratios:**

The District and CSEA agree to set up a committee to address anticipated increased workload concerns to accommodate CDPH guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedule, bus routes, increased cafeteria duties).

The parties agree to the following specifications of workload and staffing ratios for the duration of this MOU: Goal is to maintain current staffing levels and workload in all CSEA departments.

Cleaning: when existing employees are out with COVID or required by district to quarantine, or additional cleaning is needed. The district will offer additional work or subbing to all CSEA members first before going outside.

Bus Drivers: When not driving will be able to assist other CSEA classifications as needed with mutual agreement from employee and district during the duration of this MOU.

Cafeteria: When existing employees are out with COVID or required by district to quarantine, or additional cleaning or food prep is needed. The district will offer additional work or subbing to all CSEA members first before going outside. If due to COVID there are not enough certified meal prep employees, the district will be allowed to use Shasta College cafeteria staff who hold food prep certificate. The district agrees to offer Training for food prep certificate to any existing cafeteria staff who are interested in getting certificate when classes are available.

3. **Work Hours:**

The work hours of the following classifications shall be adjusted as specifically set forth as follows: Hour will remain as set, if additional hours or time changes are needed the district will contact CSEA and the parties agree to meet and further negotiate any proposed changes to bargaining unit work hours.

No loss of pay during COVID-19 related closures or curtailments: In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, 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. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

4. **Information and Further Negotiation:**

The District will share with CSEA all new information it receives from local health authorities

about COVID-19 epidemic. The District 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.

5. Leave:

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.

The district 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. If reasonable accommodations are not practicable, the LEA should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.

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;
 - i. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - i. 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;
 - i. 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
 - i. 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.

Other forms of leave: Employees who have exhausted accrued sick leave may use extended sick leave. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine using any available leaves.

6. Compliance with Further Governmental Orders:

In addition to the specific provisions above, the District shall follow the applicable CDPH Industry Guidance(s) as follows:

- For all sites and all classifications, the CDPH guidance for Schools and School-Based Programs, attached hereto as Exhibit A.
- For all classifications whose work includes the preparation and/or serving of food, the CDPH Guidance for Restaurants Providing Takeout, Drive-Through, and Delivery and for Restaurants, Bars, and Wineries, as applicable (depending on whether meals are served on school premises), attached hereto as Exhibits B and C, respectively.

The parties recognize that governmental standards and guidance about workplace safety and health with respect to the novel coronavirus continues to evolve as scientific understanding increases. The District agrees to adhere to any coronavirus-specific safety standards, orders, regulation, or guidance that may be issued after the guidelines referenced above and that apply to any of the types of work or working environments found in the District's operations as such guidelines may be issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), or

the county Health Department, and will also adhere to any mandatory safety and health orders or regulations as they may be issued by any competent governmental body with appropriate jurisdiction.

In case of conflict between different governmental guidelines, the District will adhere to the guidelines that are the most protective of the health and safety of students and staff while at District facilities. The District will notify CSEA and the Chapter President if it believes that any such changes in standards, orders, regulation, or guidance requires changes in working conditions beyond those specified in this MOU, and upon the request of either party the parties will meet as soon as possible to negotiate the impacts and effects of those changes.

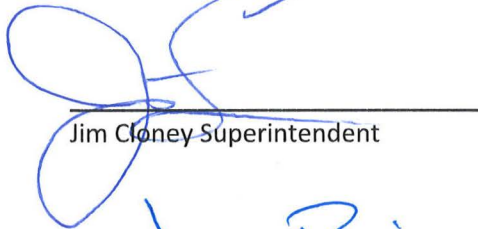
7. Grievance Procedure:

Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of the CBA Article 12.

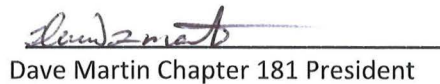
8. Duration of Agreement:

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.

Agreed on this 28 day of October 2020.



Jim Cloney Superintendent



Dave Martin Chapter 181 President



Jason Rubin Associate Superintendent HR



Joan V. Nevarez CSEA Exclusive Representative