

**November 4, 2020**  
**Memorandum of Understanding**  
**Between**  
**Biggs Unified School District (District)**  
**And The**  
**California School Employees Association and Its Biggs Chapter #268 (CSEA)**

This memorandum is agreed to between the Biggs Unified School District (District) and the California School Employees Association and its Biggs Chapter No. 268 (CSEA) concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

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 COVID 19.. Care should be taken to identify potential exposure and prevent the spread of the disease. The District agrees that CSEA members are essential workers and that the continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The COVID 19 guidelines listed below shall be applied when deemed practical and applicable by the District.

- Butte County Department of Health,
- 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 and Health (Cal/OSHA).

The parties agree the guidelines and requirements for BCDH, CDC, CDE and CDPH are evolving and ever changing. Therefore, the parties agree to abide by the most updated guidelines for BCDH, CDC, CDE and CDPH. 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 the Chapter President if it

believes that any such changes in standards, orders, regulation, or guidance requires change in working conditions beyond those specified in this MOU, and upon request of either party, the parties will meet as soon as possible to negotiate the impacts and effects of those changes.

To these ends, the Parties agree as follows:

**1. Safety:**

- a. 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. If an employee believes that they are working in an unsafe environment they will immediately contact their supervisor for resolving the issue. If the issue is not resolved to the employee's satisfaction, they can go to their supervisor's administrator for resolution. If not satisfied with the intervention and after all levels of intervention have been attempted the employee will be directed to the HR department for final resolution. 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.
- b. If an employee expresses concerns about unsafe working conditions the employee may be directed to complete alternate work within their classification. This work will be at their site or the work being assigned to be completed under modified conditions. This alternate/modified work will continue, as directed until conditions are made safe or an investigation has been completed and the concerns are found to be without merit. The employee will then be directed to complete the original assignment. If the District cannot accommodate the employee with alternate work due to unsafe conditions, the employee will not lose any pay or benefits.
- c. If a classified employee is exposed to COVID-19 the classified employee will be placed on FFCRA paid leave for the period up to 14 days pending a negative COVID-19 test result or self-quarantine for entire time showing no symptoms, per the Corona Virus Response Act. If a classified employee tests positive for COVID-19, the

classified employee will be placed on FFRCA paid leave for 14 calendar days.

- d. 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.

## **2. Health Guidelines**

The District shall follow health guidelines from the agencies listed below and shall be applied when deemed practical and applicable by the District.

- 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 and Health (Cal/OSHA).

Maintaining appropriate changes to physical layout to maintain physical distancing:

- a. Barriers for food service; (As legally permissible and practically available)
- b. Barriers for bus drivers; (As legally permissible and practically available)
- c. Barriers for office personnel who provide in-person services to the public daily; (As legally permissible. physically and practically available)

## **3. Handwashing Stations**

- a. The District shall ensure there are multiple handwashing locations with signage (soap and water or sanitizer) and allow employees to wash hands as necessary.

## **4. Sanitization Supplies**

- a. The District shall ensure provision of necessary supplies for preventive sanitation measures (such as soap and water, paper towel dispensers, and hand sanitizer).

## **5. Social Distancing**

- a. In a circumstance where sufficient physical distancing is difficult or impossible, such as when students enter or exit a school bus in proximity to the bus driver, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidelines. 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.
- b. In accordance with CAL/OSHA regulations and guidance, the District shall, upon request, evaluate workspace to ensure that the employee can maintain physical distancing to the extent possible. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students.
- c. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers where practical and legally permissible to separate workspaces.

## **6. Personal Protective Equipment (PPE)**

- a. The District shall make every effort to provide sufficient protective equipment to comply with CDPH guidelines for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. Should required essential protective equipment be unavailable to perform regular duties, no employee will be directed to perform these regular duties.
- b. The District shall implement a plan for ongoing supply of protective equipment.

- c. The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.
- d. The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance.
- e. The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, no-touch trash cans (where permitted by Health Code) and paper towels.
- f. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
  - 1. For staff engaged in symptom screening:
    - A. Masks will be provided for staff that have high probability of contact with ill students and staff that work with students unable to wear face coverings. Face shields and disposable gloves will also be provided.
  - 2. For front office and food service staff:
    - A. Face coverings and disposable gloves.
  - 3. For custodial staff:
    - A. Surface cleaning
      - a. Masks, gloves appropriate for all cleaning and disinfecting.
    - B. Deep cleaning and disinfecting
      - a. Appropriate PPE for COVID-19 disinfection (gloves, eye protection, and mask) in addition to PPE as required by product instructions.

- b. The District agrees to adopt the CDE and CDPH guidelines 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.

## 7. Screening:

- a. **Passive Screening.** The District will instruct parents to screen students before leaving for school (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
- b. **Active Screening:** The District will engage in symptom screening as students enter campus and buses, consistent with public health guidance, which includes visual wellness checks and temperature checks with no-touch thermometers (check temperature to ensure temperatures below 100.4 degrees Fahrenheit).
- c. Participating bargaining unit members shall be trained in screening technique prior to screening.

## 8. Testing:

- a. The District shall notify bargaining unit employees who have been exposed to COVID-19 at work. The District will not identify the employee.
- b. The District shall notify CSEA of any bargaining unit member who has potentially been exposed to COVID-19. "Exposed" shall be defined as any employee the District has received confirmation of the

positive COVID-19 test and has been in prolonged contact with another individual in the course of the workday.

- c. CSEA agrees to cooperate with the County Health Department in any necessary public health actions, such as contact tracing of infected individuals.

9. **COVID 19-Related Leave:** In the event a CSEA bargaining-unit employee is exposed to COVID 19 or is taken ill with COVID 19, the employee may use available leaves without fear of reprisal.

As modified from the Families First Coronavirus Response Act (FFCRA) [H.R. 6201] – An employee qualifies for paid sick time without loss of compensation if the employee is unable to work (or telework at District Discretion) due to illness related to the COVID-19 virus. The employee must provide medical documentation that they have been diagnosed and are under medical care related to the COVID-19 virus. This federal sick leave as modified above does not carry over from the 2020-21 school year to the 2021-22 school year, and employees are not entitled to reimbursement for unused COVID-19 sick leave. Although FRCRA leave expires on December 31, 2020, unit members diagnosed with COVID-19 **on or** before December 31, 2020 are eligible for the paid leave.

Unit members who are quarantined and able to perform their job duties from home will not be charged any sick leave. If the unit member is unable to perform their job duties, the District may assign alternate duties outside of the unit member's job description upon consultation with CSEA.

**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. Up to 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.

The parties recognize that such leave as provided by HR 6201 shall be available to all District employees who have been employed for at least 30 days, shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

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, (providing they meet certain criteria) and making it a paid leave at 2/3 pay after the first 10 days for a total of 12 weeks. It is in essence, 2 weeks Emergency Paid Sick Leave (full pay) and 10 weeks 2/3 regular pay. 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. The parties acknowledge this leave is included in the calculation for FMLA annual caps.

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 issue or school emergency affecting their children as approved by the District.

## **10. EVALUATIONS**

The District and CSEA agree to waive Article 11 of the Collective Bargaining Agreement (Evaluations) for the 2020-2021 school year. The District will only evaluate for the following reasons:

- A. Evaluate probationary status employees who are working in their assigned work area and performing their normally assigned tasks and employees who do not meet minimum work standards.

- B. The District agrees not to evaluate performance regarding increased workload issues unless it is deemed that the employee is performing considerably below their peers on comparable work.

**11. 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. (The District, under these circumstances has the right to immediately transfer employees to other facilities so that they can continue working. If no site work is available the District may assign work to be completed at home). The District must provide written notice (text or email) and verbal notice. The District must provide a one-hour notice. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to COVID 19-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.

**12. Accommodation:**

- a. 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.
- b. The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
  - 1. Providing additional or enhanced personal protective equipment (PPE);
  - 2. Placing physical barriers to separate the vulnerable employee from coworkers or the public; (when physically, practically available and legally permissible)
  - 3. Eliminating, reducing, or substituting less critical, non-essential job functions (As determined by the District) that create more risk of exposure;

4. Moving the employee workstations; (when physically and practically appropriate)
  5. Allowing the employee to telework, if possible to complete work requirements.
- c. The District and CSEA agrees to maintain procedures for keeping confidential employee communications about non-COVID-19 and COVID-19 health conditions.

### **13.Return Personnel:**

- a. If the governor issues another shelter-in-place order, requiring the closure of public schools, the District agrees to allow classified employees, whose job description reasonably permits, to telecommute as determined by the District.
- b. The District agrees to provide all classified employees working from home/telecommuting with all the equipment necessary to perform their assigned duties while telecommuting.
- c. While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available during their normal designated working hours. (Employees working from home are required to return to work within 24 hour of being notified)

### **14.Workload and Staffing Ratios:**

1. Employees will be provided an opportunity to give direct feedback to their supervisor on a daily basis regarding workload concerns.

### **15.Work Hours:**

- a. The parties agree bargaining unit employees shall report to work at assigned hours for the 2020-2021 year (as outlined within this MOU).
- b. The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours. (which have not been previously negotiated in this MOU or contract)

### **16.Duties:**

- a. The District shall maintain specific plans on how to follow CDC and District guidelines with current staffing levels or added positions.
- b. The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:
  - 1. Disinfecting frequency and tools/chemicals used in accordance with the, CDPH, CDC guidance and Cal/OSHA regulations;
  - 2. For staff who use hazardous chemicals for cleaning, specialized training is required;
  - 3. Symptom screening, including temperature checks;
  - 4. Updates to the Injury and Illness Prevention Plan (IIPP);
  - 5. State and local health standards/recommendations.
- c. The parties agree that employees working during the term of this MOU may be required to work in capacities on the fringes of their job description. Including but not limited to: Instructional Paraprofessionals/Campus Supervisors/Health Aides may be required to work in a Day Care setting working with school aged children. Campus Supervisors/Paraprofessionals/Bus Dispatchers may assist custodial staff cleaning internal and external door handles or cleaning in other areas. General maintenance personnel may be required during the am/pm change over to come into sites and assist with custodial duties. "Out of class" pay provisions in the CBA shall apply.
- d. The District and CSEA agree that in executing this agreement, CSEA is not agreeing to the reduction of hours for any classifications and/or positions.
- e. The District and CSEA agree that in executing this agreement, CSEA is not agreeing to the reduction of work year calendar for any bargaining unit member and/or CSEA positions.

**17. 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.

**18. 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.

**19.** At the request of either party, CSEA or the District can open negotiations on this MOU.

**20. Duration of Agreement:** This agreement shall remain in effect through June 30, 2021.

**21. Violations of this Agreement:** Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance process as outline in the CBA.

Dated: 11-6-20

By: Doug Kael  
For District Superintendent.

Dated: 11-10-20

By: David B. B. B.  
For California School Employees Association

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
For California School Employees Association