

Memorandum of Understanding

Between

California School Employees Association and its Local Chapter South Whittier 348

And the

South Whittier School District

Return to Work Under Distance Learning

August 28, 2020

This Memorandum of Understanding (“MOU”) is entered into by and between the South Whittier School District (“District”) and the California School Employees Association and its South Whittier Chapter 348 (“CSEA”) (collectively the “Parties”) regarding the negotiated effects of the District’s decision to safely reopen school sites and educate students in the 2020-21 school year, in compliance with state and local health and safety guidelines.

The Parties recognize the importance of developing and implementing prudent measures to prevent District employees, students, and visitors from being exposed to or infected with COVID-19, as recommended or mandated by state and local health authorities. The Parties also recognize that the decision to reopen school sites in the 2020-21 school year, in compliance with local and state health guidelines, has various negotiable impacts.

To these ends, the District and CSEA agree as follows:

- 1) In addition to the safety requirements already set forth in the Parties’ Collective Bargaining Agreement and required by state and federal laws, the District shall adhere to applicable COVID-19 guidelines issued by the California Department of Public Health (“CDPH”), including the document titled *COVID-19 Industry Guidance: Schools and School Based Programs*. The District shall also adhere to any additional requirements set forth by the Los Angeles County Department of Public Health (LACDPH). The Parties expect that unit members and staff will comply with all rules, regulations, orders, and/or guidelines established by federal/state/local health officials related to social distancing and other public health measures to help prevent the spread of the virus.
- 2) Personal Protective Equipment: The District shall take reasonable steps to ensure that bargaining unit members and visitors to District sites wear face coverings as per the LACDPH guidelines which includes exceptions. The District shall provide disposable masks if unit members and visitors do not have a face covering. The District will also provide additional personal protective equipment, as outlined by the LACDPH, for work

assignments that require contact with a student within less than the required physical distancing guidelines, such as health clerks, which may include gloves, face shields, and disposable gowns.

- 3) The District will provide information or train its employees, as appropriate, in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The Parties acknowledge that some of these resources are currently in short supply, but that the District will make reasonable efforts to secure them if available. Unit members will comply with all rules, regulations, orders, and/or guidelines established by federal/state/local health officials related to social distancing and other public health measures to help prevent the spread of the virus.
- 4) The District understands the desire of CSEA to have information if any student or employee has tested positive for COVID-19. The District will follow the direction of the LACDPH regarding any information sharing and giving notice to CSEA as soon as practicable without violating privacy rights.
- 5) Unless otherwise directed by the Superintendent, or designee, or this MOU, unit members shall report to work at regularly assigned hours for the 2020-21 school year.
- 6) In the event a unit member is unable to work due to COVID-19 related illness, the employee may use applicable leave entitlements in accordance with the Collective Bargaining Agreement and state and federal laws, including the Families First Coronavirus Response Act (“FFCRA”), Family and Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”).
- 7) The District shall make reasonable efforts to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by COVID-19 in conformity with Labor Code section 230.8 and the FMLA.
- 8) The Parties recognize that the Centers for Disease Control and Prevention (“CDC”) has advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If a unit member has such an underlying health condition and that condition qualifies as a “disability” under the Americans with Disabilities Act (“ADA”) or California Fair Employment and Housing Act (“FEHA”), the unit member may request an accommodation. Upon request, the District and unit member will promptly engage in the interactive process to discuss whether the employee can safely and effectively perform his or her essential duties, with or without a reasonable accommodation. The District reserves the right to request the unit

member to provide sufficient documentation to verify that he or she has a qualifying disability recognized under the ADA/FEHA.

- 9) Members who have a doctor's note indicating a higher risk for illness from COVID-19 because of a serious underlying health condition, or otherwise, may request to meet with the District to determine whether the District can grant a request to work remotely and/or otherwise provide alternative work arrangements. **Alternative** work arrangements may include but are not limited to:
 - a. Providing additional or enhanced PPE
 - b. Placing physical barriers to separate the vulnerable unit members from coworkers or the public
 - c. Eliminating, reducing, or substituting non-essential job functions that create more risk of exposure
 - d. Moving the unit members workstations
 - e. Adjusting shift times to reduce contact with other employees
 - f. Permitting remote work
- 10) The 5% rule in Article 14, Section 14.7.4 shall be waived for the duration of this MOU.
- 11) The District shall establish an extra pay assignment titled "Non-Contact Monitoring and Physical Distancing" to assist with non-contact temperature monitoring of students, staff and parents to help implement physical distancing measures.
 - a. The extra pay assignment shall be voluntary only. The assignment shall be offered to Instructional Aides, Noon Duty Supervisors, Health Clerks, LVNs, District Receptionist and/or other District staff at the District's discretion. The District shall have full discretion to determine how many extra pay assignments will be needed at each school site.
 - b. The District will train unit members who elect to serve in the extra pay assignment as appropriate in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for the preventative sanitation measures (such as soap and water, disposable towels or tissues and hand sanitizer). The District will provide all necessary PPE.
 - c. Unit members who work in the "Non-Contact Monitoring and Physical Distancing" extra pay assignment shall be paid at their regular rate of pay.
 - d. There shall be no guarantee that the "Non-Contact Monitoring and Physical Distancing" assignment will be created or offered. The District may terminate a unit member's extra pay assignment at any time without cause.

12) The District shall establish an extra pay assignment titled "Facilitation of Distance Learning" for Instructional Aides to assist with classroom supervision.

- a. The extra pay assignment shall be voluntary only. The assignment shall be offered to Instructional Aides and/or other District staff at the District's discretion. The District shall have full discretion to determine how many extra pay assignments will be needed at each school site.
- b. The District will train unit members who elect to serve in the extra pay assignment as appropriate in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for the preventative sanitation measures (such as soap and water, disposable towels or tissues and hand sanitizer). The District will provide all necessary PPE.
- c. Unit members who work in the "Facilitation of Distance Learning" extra pay assignment shall be paid at their regular rate of pay.
- d. There shall be no guarantee that the "Facilitation of Distance Learning" assignment will be created or offered. The District may terminate a unit member's extra pay assignment at any time without cause.

13) 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 the following CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description, such as:

- a.) Noon Duty Supervisors and Campus Monitors may be directed to assist supervising students during online sessions and support instruction.
- b.) The District 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. The Parties may meet and negotiate temporary transfers of duties if necessary.

14) The District and CSEA agree that CSEA bargaining-unit employees in the classifications listed below shall be required to report to work at their regularly assigned site for 2020-2021 school year:

- a.) Custodians (all maintenance and operations)
- b.) Site Secretaries
- c.) Health Clerks and LVNs
- d.) Library Clerks (from August 10, 2020 through September 30, 2020)
- e.) Community and District Liaisons (from August 10, 2020 through September 30, 2020)
- f.) Nutrition Services staff
- g.) Receptionist
- h.) Campus Monitors

15) The District and CSEA agree that, whenever possible, CSEA bargaining-unit employees in the classifications listed below shall be allowed to work remotely for the duration of this MOU. The District will provide these classifications with all of the equipment needed to perform their assigned duties while working remotely. To the extent possible, the District shall provide 48-hour notice if a member is required to report in-person.

- a.) Instructional Aides (all classifications)
- b.) Noon Duty Supervisors

16) The District and CSEA agree that CSEA bargaining-unit employees in the classifications listed below will work remotely and at District sites. The unit member shall work with their immediate supervisor and Human Resources to establish a monthly schedule for remote work. To the extent possible, the District shall provide 48-hour notice if a member is required to report in-person.

- a.) District Clerk
- b.) Department Secretaries
- c.) IT Staff
- d.) District Translator
- e.) Business Services Classified Staff

17) District directed site/facility closures: In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees may be required to work remotely and/or at a different site/department. If the District is unable to assign the unit member remote work, and/or work at a different site/department, the member shall not suffer any loss of pay or benefits.

18) This agreement shall constitute the entire agreement of the Parties and may only be modified in writing signed by both Parties.

- 19) The Parties recognize that the COVID-19 epidemic is evolving and so is the governmental responses. The Parties will bargain the effects, if any, of further governmental directives regarding the COVID-19 pandemic.
- 20) The Parties agree that this MOU satisfies any and all obligations to bargain related impacts of the District's reopening for the 2020-2021 school year and to meet as soon as possible to negotiate the impact and effects, if any, of any revisions or updates to those guidelines.
- 21) This MOU shall expire in full without precedent at the end of the business day on December 31, 2020 or until Los Angeles County is removed from the state's COVID-19 monitoring list for more than 14 consecutive days, whichever occurs sooner, at which time the Parties agree to meet and negotiate to revisit the items addressed in this MOU.
- 22) The District and CSEA commit to meeting as needed to review issues that may arise from the distance learning model.

This memorandum of understanding is subject to a final approval by South Whittier Chapter 348 members as delineated in CSEA Policy 610 and by the South Whittier School District Board of Education.

South Whittier School District

California School Employees Association

By: **Martha Mestanza-Rojas**

By: **Mitchell Stewart**

By: **Stephanie Gonzales**

Dated: August 28, 2020

Dated: August 31, 2020