

**MEMORANDUM OF UNDERSTANDING BETWEEN PASO ROBLES JOINT UNIFIED
SCHOOL DISTRICT AND CSEA, Chapter 254**

2020-2021 IN-PERSON INSTRUCTION DURING THE COVID-19 PANDEMIC

This memorandum is agreed between Paso Robles Joint Unified School District (District) and the California School Employees Association and its Paso Robles Chapter 254 (together "CSEA") concerning the impacts and effects of resumed District operations under COVID 19 conditions during the District Small Group In-Person Services. (Pre-Hybrid/Pre- Waiver- still in Distance Learning)

A. 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 faculty 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 the 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. Additionally, we mutually agree upon the need for reassignments of job duties during the distance learning plan and will work together to provide appropriate training, support, and opportunities for both students and our staff.

B. The Parties recognize there is a need to safely transition students and families to return to school during the 2020-2021 school year and to provide new and/or modified instructional options in response to COVID-19, with consultation and approval from County Public Health and under the guidance of our latest public health information:

C. Under guidance of California Department of Public Health, District Small Group In -Person Services (See APPENDIX A) we will abide by the cohort provisions and maximum sub-group sizes of 16 people.

D) The parties recognize that all agreed upon language in CSEA DISTANCE LEARNING MOU negotiated on August 14, 2020 and revisited on September 11, 2020 remain in effect, unless otherwise specifically addressed in this MOU.

E. The Parties recognize the need for flexibility in order to comply with legal mandates and mandates issued by the Governor's office, as well as directives issued by state and local public health officers. The Parties also recognize the ambiguity contained in various laws, orders and directives that have been issued to school districts to guide the reopening of schools for the upcoming school year and constantly changing guidelines and health conditions, creating a need for flexibility as such orders, directives, and conditions may change from time-to-time. (See Attachment A)

F. Work Expectations. Unit members shall not be required to work beyond their number of total contract days or contract hours as specified in the CBA. Whether working on-site or remotely if engaged in distance learning, unit members are expected to be working and available on all contractual duty days during their regular work hours.

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

Safety In addition to the safety procedures agreed upon in the Distance Learning MOU the following additional procedures will be implemented during District Small Group In-Person Services:

1. Daily employee temperature checks upon entering any school facility. Any employee with COVID-19 symptoms or a fever above 100.4 degrees will be sent home and will not return to work until they are 48 hours symptom and fever free.
2. All students (and parents who are entering the campus for longer than 15 minutes) will have a temperature check. Any student with COVID-19 symptoms or a fever above 100.4 degrees will be sent home and will not return to work until they are 48 hours symptom and fever free. Please see Paso Schools Reopen Guide for procedures.
3. All PPE requests will be handled through the site process, staff will be provided with requested items or explanation of denial within 48 hours. (Denials will only be considered if the request is not aligned to CDC or CDE recommended PPE)
4. Sanitation: Staff will be responsible for cleaning surfaces between cohort groups, additionally custodial staff will disinfect each classroom prior to a cohort group entering.
5. Please see APPENDIX B/C for student and parent guidelines.

Health Directives Updates. The District reserves the right to modify requirements based on Health Directives from CDPH/SLOPDH and CDC as those directives may change from time-to-time.

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

- Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining six feet of distance between individuals or current CDC recommended distance.
- In a circumstance where sufficient physical distancing is difficult or impossible, 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.
- Barriers for district office, food service, office staff, on buses, library, and other instances where employees interface with the public or other large groups, as practicable and required by public health and state guidelines.

In accordance with Cal/OSHA regulations and guidance, CDC recommendations, and CDE guidelines, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the

extent possible. Where possible, the District shall rearrange workspaces to incorporate six feet between employees and students.

- If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces and allow for close interaction between employees and others
- The District shall require face covering for every person on-site, including students and visitors, in accordance with State health guidelines and orders.

The District shall establish and maintain a routine “deep-cleaning” schedule in accordance with State guidelines and orders. “Deep-cleaning schedule” is defined as a plan for keeping facilities at a high level of cleanliness, particularly sanitizing high-touch surfaces. The District agrees to follow CDC guidelines related to classroom, school, and district closures.

The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis and agrees to make updates accessible to employees and parents.

Food Service: For students who are attending during lunch time, lunches will be provided to the classroom, via food service or paraeducator pick up from the food service station.

Transportation: As we shift from reassigned duties during distance learning we will begin the process of returning to regular job duties. The reassignment back to transportation duties will be assigned based upon seniority of staff. Human Resources will work closely with the department to meet the needs of staff members who are unable to be reassigned back to transportation duties as needed, per the distance learning MOU we will assigned duties according to equivalent range.

Paraeducators: As we shift from remote duties during distance learning, we will begin the process of returning to small group in person services based on program needs at each site. The reassignment back to small group in-person duties will be assigned first on a voluntary basis and secondarily based upon seniority of staff. Human Resources will work closely with the department to meet the needs of staff members who are unable to be reassigned back to in-person services versus remote work, per the distance learning MOU we will assigned duties according to equivalent range.

REMOTE WORK OPTIONS:

1) Work Location:

a. The District determines if a unit member may work remotely while their worksite is closed to students and the District’s Distance Learning Plan is being implemented and during in-person instruction consistent with Public Health Guidance. The District may determine that instructional needs require on-site work. If the District determines that operational needs require work on site by unit member(s), the District will notify CSEA, and give the unit member 10 day notice.

b. In distance learning, for unit members who are not satisfactorily performing their job duties remotely, a reasonable and immediate effort will be made to rectify any unsatisfactory practices through a verbal notice or written notice in a virtual format. Unit members who are struggling to provide quality work may be required to obtain additional support and training in a virtual format. If after all reasonable and immediate efforts to rectify any unsatisfactory practices the immediate supervisor deems that the member needs to work on-site, CSEA will be notified. The District's decision to require the unit member to work on-site will not be grievable.

C. During District Small Group In-Person services staff will be assigned to work either remotely or in-person based upon the following criteria:

1. Student/Education needs at the site/district,
2. Employees ability to complete their job duties remotely,
3. On a voluntary basis for employees asked to deliver in-person instruction/services, prior to district moving to a Hybrid Model (Plan B).
 - a. If an employee elects not to work in an in-person setting, the employee will place their request in writing to their direct supervisor and Human Resources. Human Resources will work with the individual to accommodate their request.

Employee children on campus: On a case by case basis, and upon Human Resources approval, a unit member may bring their own school aged child (K-12) to work with them so as long as it doesn't impede the effectiveness of their job, or that of their immediate coworkers. Children must remain under the direct supervision of the unit member at all times and must follow all safety guidelines when on campus including the use of face coverings. The member will assume full responsibility for the behavior of their children during this time and may be asked by the District to complete a waiver of liability form. If the employee is conducting District Small Group in-person services, they are unable to bring their own children to work. Additionally, if the employee works in a setting that utilizes heavy equipment, transportation, food services, confidential material, interface with the public, chemicals, or are deployed to various sites- they are unable to bring their own children to work.

ACCOMMODATION FOR HIGH-RISK:

a. Interactive Process and Reasonable Accommodation. Eligible Unit members that have an underlying health condition qualifying them for reasonable accommodation since they may be at high risk of serious illness due to COVID-19, and who provide the appropriate medical documentation, will be entitled to reasonable accommodation as required by state and/or federal law. During the interactive dialogue meetings, such Unit members may request that a union representative be present. Where feasible, the District shall consider remote work as an accommodation. If the District cannot accommodate these Unit members by allowing them to work remotely, the District agrees to then modify the physical layout or on-site location of their on-site work.

b. Medical Susceptibility. Unit members who provide documentation of an underlying high-risk condition, or are age 65 or older, or reside with someone with documentation of an underlying high-risk

condition who may, therefore, be at high-risk for COVID-19 exposure may, upon written request, meet with Human Resources staff to discuss flexible work options such as working remotely or obtaining additional safety equipment or devices. During these meetings, such unit members may request that a union representative be present. The District will make individualized decisions about whether or not to implement a flexible work option.

Industrial Accident Leave/Workers Compensation All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

The parties agree that the following classifications may temporarily be assigned the duties below, respectively. The assignment of the respective duties below shall not exceed the duration of this agreement. No classification which has duties temporarily transferred as a result of this agreement shall experience layoff or reduction of hours for the duration of this agreement.

The parties acknowledge that California Education Code §45110 requires out of class compensation. Unit members who work out of classification performing duties of a higher classification shall be paid at a rate of five percent (5%) greater than their current classification and step pay, or be paid the rate of the step of the higher classification no less than five percent (5%) greater than the unit member's current classification and step pay, whichever is greater. The rate shall apply to any day in which the work is assigned.

General Provisions. The Parties will negotiate already approved articles **Compensation and Fringe Benefits**. Update and expand language in **Article IV Hours/Overtime**, **K Emergency** and **Article XII Contracting Work** for the school year 20/21.

a. **Not Precedent-Setting.** The Parties agree that this MOU is not precedent-setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.

b. **Compliance with Law.** The Parties recognize that the COVID-19 epidemic is evolving and so is the governmental response. The Parties will comply with existing and further state or federal legislation or applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees.

c. **Inconsistencies with the Law.** If during the life of the MOU there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this MOU, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the MOU that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

d. **Term.** The Parties agree that this MOU shall expire on June 30, 2021, or when we return to some form of hybrid instruction unless extended or modified by mutual written agreement.

e **Complete Understanding.** This MOU represents a full and complete understanding between the Parties. The parties agree to meet and negotiate in good faith as soon as possible if any order is issued by a federal, state or local officer or agency that impacts or contradicts the terms of this MOU.

f. **Authorization to Execute Agreement.** "The undersigned parties represent that they have read and understand the terms of this MOU. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures."

g. **Board Approval Required.** This MOU is contingent upon approval of the District Governing Board and CSLA 610 policy waiver #2 process.

J. Manninger 12/28/2020

Jeannine Manninger, CSLA President

Samuel C. Ogren

Samuel Ogren, CSLA Area Rep

J. Giaviola

Jennifer Giaviola, Deputy Superintendent

C. Dubost

Chris Dubost, Superintendent