

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS PLACENTIA-YORBA LINDA CHAPTER 293
AND THE
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**

October 21, 2020

RETURN TO WORK/REOPENING OF SCHOOLS IMPACTS AND EFFECTS (COVID-19)

This Memorandum of Understanding (MOU) is agreed between the California School Employees Association and its Placentia-Yorba Linda Chapter 293 (CSEA) and the Placentia-Yorba Linda Unified School District (District) concerning the impacts and effects of resumed District operations under COVID-19 pandemic 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 pandemic.

This MOU demonstrates that the parties are working to develop a District-wide plan that is designed to minimize disruption to the operations of the District while protecting the health and safety of students and staff.

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

SAFETY:

1. **Guidance:** The District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC), the California Department of Industrial Relations Division of Occupational Safety and Health Administration (Cal/OSHA), the California Department of Education (CDE), the California Department of Public Health (CDPH), and the Orange County Health Care Agency (OCHCA) for school reopening. The parties agree that the CDPH shall be the primary agency for purpose of conflicts in guidance between agencies. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines from any of the agencies listed above.
2. **Injury and Illness Prevention Plan:** The District agrees to provide each unit member an electronic copy of the District's Injury and Illness Prevention Plan (IIPP) including District plans found on the District website in Human Resources titled COVID-19 Resources to address unique circumstances during the COVID-19 crisis and agrees to provide updates to employees electronically. [Link to PYLUSD COVID-19 Employee Resource Page.](#)
3. **Site Specific COVID-19 Prevention Plan:** The District will adhere to the ORANGE COUNTY TOGETHER SCHOOL REOPENING CHECKLIST as the COVID-19 Prevention Plan for schools and the work sites plan will reflect only the applicable components. The site

principal/department supervisor will be the contact for employees. A printed copy will be posted at the entrance to the office at each school or work site.

4. **Notice – Duty to Inform:** The District will inform CSEA as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees or students and at which campus or worksite said infection was found. It is understood that privacy rights under HIPAA and the Americans with Disability Act (ADA) shall be maintained. The District shall notify bargaining unit employees who may have been exposed to COVID-19 at work. As the District becomes aware of no cost testing for COVID-19, employees will be provided with information.
5. **Reporting Unsafe Working Conditions:** Pursuant to Article 16 of the collective bargaining agreement, any employee may report, in writing, any unsafe condition in the working environment to Human Resources. When an unsafe condition related to COVID-19 is reported, the Assistant Superintendent of Human Resources or designee shall, respond as soon as is reasonably practicable.
6. **Supplies and Training:** The District will provide training to unit members in public health and safety measures, enhanced cleaning and hygiene to reduce the spread of COVID-19 and will ensure, to the extent practicable, that its facilities have the necessary supplies for preventative sanitation measures (e.g., gloves, face coverings, hand soap, hand sanitizer, and disinfectant). Training will be provided by the end of the first start date of each employee's work calendar and will be conducted while employees are in paid status.
7. **Personal Protective Equipment:** The District shall comply with all directives set forth in orders regarding K-12 public schools issued by OCHCA and CDPH in response to the coronavirus pandemic. The District will provide all personal protective equipment to unit members necessary to comply with such orders and directives.
8. **Physical Distancing:** The District shall comply with all directives set forth in orders regarding K-12 public schools issued by OCHCA and CDPH in response to the coronavirus pandemic. Unit members shall also be responsible for following such orders and directives, including any physical distancing requirements. Unit members will refrain as much as feasible from congregating in work environments, break rooms, staff rooms and bathrooms. The District shall implement appropriate limitations on access to school sites in accordance with the IIPP and any applicable plans related to COVID-19.
9. **Barriers/Partitions:** The District shall implement a plan for physical distancing between student workspaces, between educators and student work spaces, and between employee workspaces in accordance with the requirements of the California Department of Education. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers, which provide adequate protection, such as plexiglass shields/sneeze guards to separate workspaces.
10. **Sanitation:** The District shall establish and maintain a cleaning routine in accordance with applicable orders by state and local health agencies. The cleaning schedule will include keeping school facilities at a high level of cleanliness, particularly sanitizing high-touch surfaces. The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with state and federal guidance.

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11. **Visitors:** The District shall limit access to campus for parents and other visitors as appropriate to each student learning model (distance learning, hybrid, traditional). When arriving on campus, all visitors will be prompted to complete a Symptom Check Screening and to wear a mask or face covering. (Disposable masks will be available at the office entrance. The Use of Facilities Department will follow the same safety protocols that all internal user groups follow. All external user groups receive a "Safety Protocol Packet" which they are required to sign and adhere to.

 12. **Refusal to Perform Unsafe Work:** As stated in Article 16.4 of the collective bargaining agreement, a unit member is responsible for reporting unsafe conditions or equipment to the immediate supervisor or appropriate District designated manager. No unit member shall be discriminated against in any way as the result of reporting unsafe conditions. Unit members shall not be required to perform duties under conditions which pose an immediate threat to the safety of the unit member, provided the unit member has reported the condition to the immediate supervisor.

 13. **Face Coverings:** The District shall require face coverings for every person on site, including students and visitors, in accordance with State health guidelines and orders.

 14. **Bus Safety:** The District agrees to the following to ensure the health and safety of bus drivers, staff, and students during transportation:
 - a. Maintain a maximum capacity seating plan for students of each bus while meeting a physical distancing as required by the CDPH.
 - b. Engage in symptom screening as students enter buses consistent with public health guidelines.
 - c. Provide drivers with a surplus of masks to provide students without a mask or students who are symptomatic on the bus.
 - d. Provide nonalcohol based hand sanitizer for personal use by unit members who drive/ride the bus.
 - e. Notify students and parents to maintain required distancing at bus stops while loading and unloading.
 - f. Buses shall be thoroughly cleaned and disinfected between runs and after transporting any individual who is exhibiting symptoms of COVID-19, per CDPH guidelines. Drivers shall be provided disinfectant wipes and disposable gloves to support disinfection of frequently touched surfaces during the day.

 15. **Nutrition Services Safety:** The District agrees to the following to ensure the health and safety of child nutrition staff and students:
 - a. Develop strategies to limit physical interaction during meal preparation and meal service, such as serving meals in classrooms or staggering cafeteria use.
 - b. Install physical barriers, such as sneeze guards and partitions, in areas where maintaining physical distance is difficult.

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- c. Modify food service operations in accordance with applicable orders by state and local health agencies.

COVID-19 WORKER'S COMPENSATION CLAIMS:

- 16. The District will review COVID-19 claims on a case by case basis. Only claims with a positive COVID-19 test will be considered to have met the definition of injury. The District agrees to amend this section based on any changes to the current law regarding handling of COVID-19 claims.

SCREENING OF EMPLOYEES:

- 17. The District agrees to maintain specific plans for health screenings and clear standards in accordance with applicable state and local health agency guidelines.
- 18. Following CDPH guidance, the District shall test staff periodically, as testing capacity permits and as practicable during employee shift hours.
- 19. Students, employees, parents and visitors with symptoms determined by the District to be consistent with COVID-19 shall be denied entry to a site/department. Throughout the day, staff, students, parents and visitors with any symptoms consistent with COVID-19 shall be sent home or sent to a secure room on site pending going home.
- 20. The District agrees to engage Daily Symptom Screening of staff, consistent with public health guidance.
 - a. Employees shall not be required to respond to screening questionnaire questions that are not based on CDC, OSHA, CDE, CDPH, Cal OSHA and OCHCA recognized symptoms.
 - b. The District shall implement a plan to further check for COVID-19 symptoms of all students and employees suspected to be sick, inclusive of temperature checks.
 - c. The results of employee temperature checks and screening questionnaires shall be kept in a confidential manner and will not be maintained after thirty (30) days. The parties agree that screenings shall not be used for any reasons other than their intended purpose.
 - d. No employee shall be required to be screened prior to their designated start time.
- 21. Guidelines on screenings will be provided to all unit members prior to the first day of their work calendar and printed and on display at every worksite. All employees have been provided guidelines for screening in a letter sent via email and information can be found on the District website. Signage at each worksite will further provide all unit members with screening guidelines information.

LEAVE RELATED TO COVID-19:

- 22. In situations where an employee has been ordered to quarantine or isolate by a health official as result of a work related exposure to COVID-19, the District will make reasonable efforts (e.g.

consider remote work, the Families First Coronavirus Response Act, also known as HR 6201 - FFCRA, etc.) to minimize employee use of existing leave banks.

23. Bargaining unit members who are unable to work due to a COVID-19 related issue will be entitled to all available leave including that which is provided by FFCRA. The leave provisions provided in FFCRA will be accessed prior to deducting any available personal leaves. The allotted ten (10) paid sick days provided for in the FFCRA's Emergency Paid Sick Leave may be used on an intermittent basis. While in the distant learning and hybrid models, the District will consider requests for intermittent FFCRA Expanded Family and Medical leave for employees. Telework will be considered by Human Resources upon processing FFCRA leave request. Unit members who exhaust FFCRA leave shall be entitled to utilize any other forms of eligible leave.

RETURN PERSONNEL:

24. The District and CSEA agree that employees will either be working at their regularly assigned site or teleworking or a combination of the two depending on the District plan throughout the 2020-21 year (i.e. full distance learning, the hybrid schedule) and/or executive or local orders.
25. The District will provide available training and District equipment as determined by the supervisor and communicated as a need by the employee. Although unit members will not be required to use personal equipment to facilitate the performance of District work from home, the District encourages unit members to consider doing so on a voluntary basis during this pandemic for the betterment of students and the school community.
26. The District agrees to give a transition period of two (2) working day notice prior to requesting an employee report back from working remotely to their site except in the event of an emergency where there will be the opportunity to reach out and request immediate return to work if possible.
27. While teleworking, employees are expected to be available during their normal designated work hours. Employees are expected to return phone calls and emails within a reasonable amount of time (within one working day).
28. The District agrees that managers and supervisors will not require employees to meet or perform their regular duties outside of their designated hours. If a need arises, the manager may offer a short term work opportunity in paid status.

DUTIES:

29. Short term work or substitute positions associated with the safe reopening of schools for the 2020-21 school year will first be offered to those bargaining unit members affected by the layoffs included in Resolution 29 adopted by the Board of Education on June 16, 2020 and then be offered to current bargaining unit members.
30. The District and CSEA recognize temporary changes in job duties may be required to meet the requirements of CDC, CDE, CDPH and County Office guidelines. The parties 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 will not be considered precedent setting

for either party. Temporary changes in job duties shall be in effect for the 2020-2021 school year and may cease prior to the end of the school year if the District returns to normal operations. A subcommittee made of District and CSEA representatives shall meet to negotiate temporary changes in job duties as necessary.

31. Training will be provided as soon as reasonably practical and as needed on new duties and/or the use of new devices or programs.

Expanded Learning/Child Care/Preschool/CASA:

32. The District shall follow the CDPH's Guidance for Childcare Programs and Providers for all Expanded Learning Programs.

WORK HOURS:

33. Unit members may be asked to flex their work hours during the 2020-2021 school year. A unit member's acceptance of a change in shift time will be voluntary and documented in the completion of a Classified Flextime Request Form. If a unit member is unable to change their shift hours, the District will allow for the unit member to maintain their regular assigned work hours. It is agreed upon and understood that if a unit member's inability to change their shift time results in a lack of work, new temporary duties may be assigned to them in accordance with section #30 of this MOU.
34. **Bus Driver Drive Time/Pay:** The District and CSEA recognize that compliance with CDC, OSHA, CDE, CDPH, Cal/OSHA and OCHCA guidelines for school buses may impact the drive time of bus routes of Bus Drivers. As such, it is understood that during the period of time of distance learning drive time pay for Bus Drivers for the 2020-2021 school year, who were employed with the District as of June 30, 2020, shall be no less than their average regular non-overtime hours worked between September 3, 2019 and March 13, 2020.

RECLOSURE OF SCHOOLS:

35. **2020-2021 Job Security:** So long as the District continues to receive full funding in accordance with the Budget Act of 2020, all employees compensated via such funds shall not be laid off for the 2020-2021 school year unless the general fund is negatively impacted by the loss of federal program funding reimbursements. Should the District be notified that this negative impact will occur, the District agrees to offer a meeting to be held within two weeks of notice, to seek budget solutions prior to proceeding with the layoff process.
36. **Distant Learning:** The District will keep CSEA informed of any changes to its operations due to the emergency adoption of distance education.
37. **Employees reporting during closures:** The District shall keep CSEA informed of its current and planned operational needs as they affect bargaining-unit employees working during the pandemic and shall upon request bargain further about the effects of such operations.

LEARNING CONTINUITY AND ATTENDANCE PLANS:

38. The District agrees to engage CSEA in the development of its Learning Continuity and Attendance plan.

GOVERNMENTAL ORDERS:

39. **Compliance with further governmental orders:** The parties recognize that the COVID-19 pandemic 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.

TERM:

40. **Duration of Agreement:** This MOU is a temporary agreement to address the extraordinary circumstances created by the 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 though the District retains the right to return to traditional instruction at any time in accordance with applicable public health and safety orders. The parties may reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.


GRIEVANCE:

41. **Violations of Agreement:** Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article VIII of the Collective Bargaining Agreement.

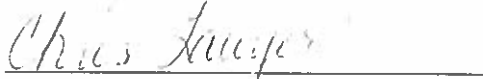
This MOU is subject to any and all ratifications and approval processes required by the parties.

Date Signed: October 21, 2020

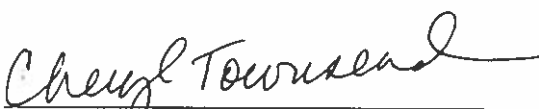
For CSEA:



Job Suarez
CSEA Chapter 293 President

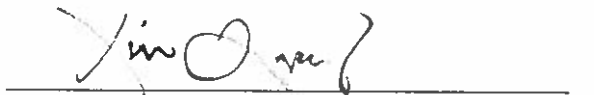


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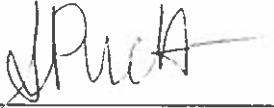
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