

# MEMORANDUM OF UNDERSTANDING

## BY AND BETWEEN THE DELANO UNION SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CHAPTER 175)

July 14, 2020

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### RE: COVID-19 Response, 2020-21 School Year

The District and CSEA recognize that the circumstances associated with COVID-19 will require the District to take actions on an emergency basis for the purpose of prioritizing the public health needs of students and employees. The District is committed to keeping the CSEA leadership informed in a timely and ongoing manner of all significant developments. The District recognizes that the provisions of the collective bargaining agreement remain in force; CSEA recognizes that COVID-19 response may require the parties to seek a waiver or suspension of certain CBA provisions on a temporary, non-precedential basis. The District shall not act in a manner contrary to the terms of the collective bargaining agreement and shall meet and consult with CSEA for the purpose of securing verbal agreements which may be documented in written form at a later date. Both the District and CSEA are committed to acting in good faith in all such negotiations and consultations.

The parties have met and agreed as follows:

1. The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students. Bargaining unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.
2. The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (including but not limited to soap and water, disposable towels or tissues, and hand sanitizer). The District shall provide its employees with any required personal protective equipment ("PPE"), consistent with public health recommendations, and shall give directions to employees as to expectations for use of PPE.

3. CSEA will cooperate with the District in any public health actions deemed necessary by the District, including but not limited to contact tracing of infected individuals.
4. CSEA recognizes the responsibility of classified employees to perform assigned work absent reasonable fears for their health or safety.
  - a. Assigned work shall consist of duties at the work site and/or duties performed via remote work. The District shall determine when and to what extent bargaining unit members perform duties at the work site and/or perform duties via remote work. The District and CSEA agree that the ratio of on-site duties to remote work duties may vary among unit members based on District needs; however, the District shall seek an equitable distribution of on-site duties and remote work duties among bargaining unit members in the same classification.
  - b. The District and CSEA agree that bargaining unit members may be assigned duties outside of the scope of their regular duties in order to meet the public health needs of and provide essential services to the community; however, the District will not assign bargaining unit members to any duty that exceeds the essential physical functions contained in an employee's regular job description.
5. In the event a bargaining unit member is exposed to coronavirus or is taken ill with coronavirus, the bargaining-unit member shall be placed on paid leave ("Paid Leave - Medical") until medical proof of recovery/medical clearance has been given.
6. Unless otherwise negotiated, the District and bargaining unit members shall adhere to the following provisions of Board Policy 4113.5: Working Remotely, hereby incorporated into this agreement:
  - a. A full-time, part-time, or short-term remote work arrangement may be granted by the District to bargaining unit members, provided that the position is suitable for remote work, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations.
  - b. The opportunity for bargaining unit members to work remotely shall be entirely at the District's discretion.
  - c. Employees approved for remote work shall comply with all district policies, administrative regulations, work schedules, and job assignments. Except when specifically negotiated between the District and CSEA, approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.



- d. Unless otherwise approved in advance by the District, bargaining unit members working remotely shall do so within regular work hours established for the position. Bargaining unit members are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work. Bargaining unit members shall notify their supervisor when unable to perform work assignments due to illness, equipment or technology failure, or other unforeseen circumstances. In the event of equipment or technology failure, bargaining unit members who report such failure to their immediate supervisor within 60 minutes shall not be subject to any dock in pay.
- e. Bargaining unit members working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Bargaining unit members shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.
- f. The District shall provide to employees who work remotely all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including, as necessary, a technology device and Internet access. Bargaining unit members shall use caution in accessing the Internet from public locations and in accessing information from networks outside of the District in order to safeguard confidential information. Employees shall be responsible for maintaining and protecting equipment on loan from the District and shall adhere to the District's Acceptable Use Agreement. The bargaining unit member's personally owned equipment may only be used for District business when approved by the Superintendent or designee.
- g. Work done at a remote work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss, and shall be kept confidential or made accessible to the public in accordance with law.
- h. Any bargaining unit member working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in discipline and/or termination of remote work responsibilities. Employees shall be required to attend virtual or in-person meetings when directed by their supervisor.

- i. Remote work arrangements may be discontinued at any time at the discretion of the Superintendent or designee.
7. During the period of any remote work assignment:
  - a. Bargaining unit members shall be reachable (remotely via phone, email, or other electronic means) at all times during their regular work hours; adhere to the instructional schedules established by the District for instructional delivery and student support; abstain from use of alcohol or other controlled substances during regular working hours; refrain from any social media activity of a personal nature on personal social media platforms during regular working hours (exclusive of duty free lunch); and report to work within one hour of notification (notifying the District if there is a need for a delay) to perform assigned duties as directed. Bargaining unit members shall receive any such call-back to report to work from the Human Resources Office and not from immediate supervisors. In the event that a unit member experiences unforeseen difficulties (including but not limited to availability of child care) in reporting within an hour, such cases shall be addressed on a case by case basis, and the District shall make a reasonable effort to reschedule the duty to report under such circumstances.
  - b. Bargaining unit members who have been issued District cell phones shall have these phones on and shall monitor the phones during regular work hours.
8. The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:
  - a. If a bargaining unit member is unavailable or unable to perform assigned work for personal or medical reasons, the bargaining unit member shall follow the District's appropriate leave request procedures.
  - b. During a closure, pre-approved sick leave shall continue to be used as originally planned and the bargaining unit member will not be expected to perform work.
9. Bargaining unit members aged 65 or older, or with medical proof of susceptibility to the virus, shall be placed in a remote work assignment ("Remote Work - Medical") until such time when the employees are able to report for duty at their assigned work site consistent with public and personal health needs.
10. In the event any District facility must be closed, or any District operations are curtailed due to COVID-19 response, bargaining-unit members shall not suffer any loss of



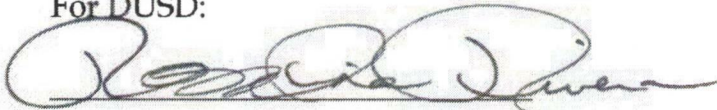
compensation or benefits for the period of closure or curtailment. Specifically, the District will continue to compensate bargaining unit members even if they are unable to report for duty at their assigned work site due to COVID-19 related reduction in use of District facilities. Bargaining unit members 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.

11. Article XI (Evaluation Procedure) shall be subject to subsequent negotiations for the purpose of extending and adapting existing evaluation procedures so as to be applicable to the working conditions associated with school closures, remote work and distance learning.
12. The District may seek to add additional school days to the 2020-21 school year or next year. The District will seek to staff such additional days with bargaining unit members on a voluntary basis. Such work shall be compensated in a manner consistent with the collective bargaining agreement. Before requiring any employee provided additional service on an involuntary basis, the District will negotiate further with CSEA.
13. This agreement is non-precedential, and shall remain in force until June 30, 2021, unless extended or renegotiated by both parties.

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Agreed this 14<sup>th</sup> day of July 2020

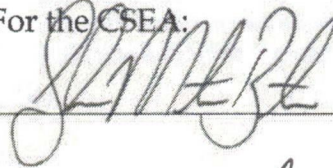
For DUSD:



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Date Signed: 7-14-2020

For the CSEA:



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