

Memorandum of Understanding

Between

The California School Employees Association and its Grass Valley Elementary Chapter #863
("CSEA")

And

Grass Valley Elementary School District ("District")

This memorandum of agreement (the MOU) is agreed between Grass School District and the California School Employees Association and its Chapter Grass Valley #863 (together "CSEA") concerning the impacts and effects of resumed District operations under post-COVID 19 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 epidemic.

The District and CSEA recognize that depending upon changes in the public health situation and governmental directives, during part or all of the 2020-21 school year the District might utilize distance learning, or in-person instruction, or different combinations of distance learning and in-person instruction. To facilitate the District's implementing either distance learning, in-person instruction, or an appropriate hybrid model, this MOU addresses some commitments that would only apply if students are coming to school sites for instruction.

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

A. Safety: Safety Plans, Information, and Training

1. 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 guidelines, per CALOSHA guidelines, per CDE guidelines and to regularly review updated guidance from state agencies, including CDPH and the California Department of Education.
2. Per CDPH guidance, the District will designate a COVID-19 coordinator for each worksite and inform CSEA of that person's name and contact information.

3. The District will share safety information as much possible to protect staff while following all privacy laws.

B. Reporting Unsafe Conditions

1. 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. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. 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.
2. All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe and outside of their job duties, by notifying their supervisor in writing of such refusal and the basis therefore. Employees may be directed to complete work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

C. Outside Visitors, Groups, and Charter School Co-Locations

1. The District will limit access to campus for parents and other visitors. It will evaluate whether and to what extent external community organizations can safely utilize the site and campus resources. It will notify external community organizations that the use of the facilities must follow the safety standards set forth in this MOU and in CDPH school guidance.

D. Infectious Disease Prevention

1. The District will follow CDPH school guidance with respect to requiring masks or face shields. The District recognizes its responsibility to ensure mask or face-shield use per CDPH guidance in order to protect the health of students, employees, and the community.
2. The District will ensure that there are adequate hand-washing stations (whether in restrooms or otherwise) for all staff, and that these stations are stocked with soap and hygienic (single-use) towels. Staff are to be given adequate time to wash hands at least every 30 minutes and are to be trained on proper hand washing.
3. In addition to hand-washing stations, the District will ensure hand sanitizer (with a minimum of 60 percent alcohol) is available.

4. The District will provide adequate personal protective equipment (PPE) for staff. The District will notify CSEA if, due to supply issues, it cannot provide adequate PPE, and the parties will promptly negotiate the effects of such shortage.

E. Screening:

1. The District will exclude any student, parent, caregiver, visitor, or staff in alignment with (CDC and CDPH guidelines for COVID-19).
2. Recognizing that the current scientific understanding is that many people infected with novel coronavirus are asymptomatic at the beginning of the infection or throughout infection but can still spread the virus without showing symptoms, the District will screen employees and visitors to school sites as follows:
 - A. Daily a questionnaire about COVID-19 symptoms in alignment with CDPH guidelines.
3. In addition, students and staff will be educated about COVID-19 symptoms and will be instructed about how to report symptoms if they occur during the day.
4. Records of staff screenings shall be confidential and shall not be disclosed without employee permission except to county public health employees in the course of investigating a case or outbreak of the virus.

F. Testing and Tracing:

1. The District shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19.
2. The District shall notify bargaining unit employees who have been exposed to COVID-19 at work while also ensuring the confidentiality of employee health information. The District shall identify individuals who have been in close contact (within six feet for 15 minutes or more) of an infected person, or a person who is suspected to be infected, and take steps to isolate the infected person and close contacts.
3. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

G. Accommodation of High-Risk Individuals

1. The district has established the interactive process to support staff with reasonable accommodations or modifications based on the risk and leave processes.

H. Information and Further Negotiation:

1. The parties recognize that governmental standards and guidance about workplace safety and health with respect to the novel coronavirus continues to evolve as scientific understanding increases. The District agrees to adhere to any coronavirus-specific safety standards, orders, regulation, or guidance that may be issued after the guidelines referenced above and that apply to any of the types of work or working environments found in the District's operations as such guidelines may be issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), or the county Health Department, and will also adhere to any mandatory safety and health orders or regulations as they may be issued by any competent governmental body with appropriate jurisdiction.

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

I. Grievance Procedure:

Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of the CBA,

- The definition of a grievant: Only CSEA can be the grievant, not an employee.
- The definition of a grievance: A "grievance" is defined as any difference or disagreement arising with respect to the interpretation of this MOU or the performance of any obligation hereunder and need not allege that CSEA is adversely affected by the difference or disagreement.

J. Duration of Agreement:


1. This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (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.

California School Employees Association

By: 
Michael Merriman President, CSEA Chapter #863

Date: 9/1/20

Grass Valley Elementary School District

By: 
Andrew Withers, Superintendent

Date: 9/1/2020