

MEMORANDUM OF UNDERSTANDING
Between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION **And Its Twin Rivers** CHAPTER #1717 **(CSEA)**
And
TWIN RIVERS UNIFIED SCHOOL DISTRICT **(District)**
Tentative Agreement

This Memorandum of Understanding (MOU) between the Twin Rivers Unified School District (District) and the California School Employees Associations and its Twin Rivers Chapter #1717 (CSEA) sets forth the parties' agreed upon negotiated effects of District decisions regarding the 2020-2021 academic years in a COVID-19 environment. This MOU will sunset no later than December 31, 2021 and its application is based on the instructional phase being implemented, but may be extended by mutual written agreement. Parties agree to negotiate the impacts of any new negotiable subjects. The Parties recognize that guidance evolves and may require that the Parties meet to negotiate the impacts of these changes.

Introduction

The Parties have a shared commitment in providing an educational program that supports the needs of all students while ensuring a safe learning environment for students and staff by following the guidelines established by both state and county health departments.

The District and classified employees shall adhere to the COVID guidelines 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), the Sacramento County, and the Sacramento County Office of Education. The parties acknowledge the guidelines for CDC, CDE and CDPH are subject to change. Therefore, the parties agree to adhere to the most updated CDC, CDE and CDPH guidelines and agree to negotiate the impacts and effects as required.

Continued education of our students during the 2020-2021 year will require flexibility given the impact of COVID-19 and the possible need to fluctuate between instructional models of instruction (virtual and in-person). To support this, a three-phase instructional delivery model has been developed and shall be triggered based on the approval, direction, and/or guidance from the State of California, Sacramento County Department of Health and the Sacramento County Office of Education. With guidance from the Sacramento County Department of Health and the Sacramento County Office of Education, the 2020-2021 school year shall be operated under the appropriate model given the guidance provided. The District shall immediately notify CSEA if it becomes necessary to transition to a different phase.

Pay/Benefits/Compensation:

1. A 1% on-schedule salary increase effective July 1, 2021.
2. As of January 1, 2021, bargaining unit members who were directed to go home by Health Services and/or from the classified bargaining unit members immediate supervisory due to contact tracing and were docked sick days will have their sick days reinstated. The district will provide CSEA a list of employees who will be reinstated their sick days by April 30, 2021.

3. While working under any of the three phases, bargaining unit members shall continue to receive their compensation and benefits owed them pursuant to the collective bargaining agreement and applicable laws and policies.
4. No loss of pay during COVID-19 related closures or curtailments: In the event any District facility is or must be closed, or any District operations are curtailed due to the coronavirus epidemic. If the District closes a facility, the District will require employees to work from home during the closure of the facility or any District operations.

Change in Work Day:

5. The District and CSEA agree to negotiate when the start and end times of employees need to be adjusted greater than 60 minutes to meet the school start and end times for 10 schools and 30 minutes for the remaining schools, staggered lunches or department needs with the exception of twelve (12) month classified employees. The list of school bell changes will be provided to CSEA by March 19. The District will work with the employee if a hardship to the employee would result due to being assigned a different schedule.

Leaves:

6. Members may elect to use leaves pursuant to the CBA. In addition to current contract language, parties agree to comply with all applicable enacted laws.
7. Unit members who are exposed, in accordance with Sacramento County Department of Public Health guidelines, or test positive for coronavirus within 14 days after a day that the employee performed in-person services, and are required to be quarantined and provide medical documentation shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave. Members may utilize the 2 work weeks of additional paid sick leave to care for self due to COVID-19 related reasons to include quarantine or symptoms while seeking medical diagnosis for onsite exposure.

8. Work Remotely if Required to Quarantine due to Exposure

Should an employee be required to quarantine (due to exposure or symptoms) or isolate (due to a positive Coronavirus test) within 14 days after a day that the employee performed in person services, the employee may request to perform work remotely if their job duties may be completed virtually and they are well enough to do so. If the employee's supervisor approves the request for remote work, the days the employee completes remote work will not be deducted from the 2 work weeks of additional paid sick leave.

9. If new legislation is enacted which provides for additional leave, this language will be replaced by the legislatively enacted language.

Health & Safety

10. The District's COVID-19 Prevention Plan (CPP) and COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the Sacramento County, and the Sacramento County Office of Education shall be followed; including processes and procedures for Personal Protective Equipment, COVID testing, reporting requirements, contact tracing, and social distancing.
11. The District will follow state and local guidance in effect for students who do not comply with safety protocols. Currently, this guideline is a parent and/or student who refuses to have a student comply with safety protocols (e.g. wearing masks and maintain social distancing), unless exempted from requirement, will be required to participate through distance learning rather than in-person, until such time that the student complies with the requirement or state/county guidelines change in relation to this requirement.
12. Daily Health screening, testing, notification, and contact tracing:
 - a. The District shall require that all employees and visitors are checked for symptoms daily, including the completion of a daily passive screener questionnaire including when working from home. The district will strongly encourage parent/guardian to perform symptom checks prior to sending student to school and keep students' home who have any symptoms consistent with COVID-19.
 - b. All classrooms and office spaces will be stocked with a thermometer. Visitors with any symptoms consistent with COVID-19 shall not be allowed on campus. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to symptom room on site pending travel home.
13. Contact Tracing and Reporting:
 - a. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with the Sacramento County Public Health department officials. All persons who may have come in contact with the infected individual shall be notified in accordance with County Health direction and privacy laws.
 - b. The District will follow AB 685 for reporting. In addition, the District will maintain the Dashboard it currently has on the District webpage. The District shall notify the Association President and the Labor Relations Representative when a case has been confirmed at a school site in accordance with privacy laws.
14. COVID Testing:
 - a. All bargaining unit members shall be provided the opportunity for free district or free county offered COVID testing.

- b. The District shall post on the District webpage a list of available testing sites, including those offered on school site/district locations, on a monthly basis.
 - c. Periodic COVID Screening and Testing shall be provided in accordance with applicable guidance and requirements.
 - d. The District shall encourage 100% of staff, per week, to get tested either through the employee's primary care physician, the TRUSD COVID testing site, County offered testing sites, or a community testing site.
15. Bus driver will be trained on sanitizing buses. Training will start the week of the 22nd.
16. Bus Attendants will be trained on sanitizing busses. Training will start the week of the 22nd.
17. Transportation Scheduler/Dispatcher and Van Driver's will be trained on sanitizing busses. Training will start the week of March 22nd, 2021.
18. Personal Protective Equipment (PPE) or Essential Protective Gear (EPG):
- a. The District shall provide, require and strictly enforce the use of a face covering or "mask" or a disposable 3-ply surgical mask or "mask" in accordance with federal, state, and local guidelines in effect for employees, students and visitors.
 - b. The District will provide two cloth facial coverings "masks") and employees will wear in accordance with federal, state, and local guidelines in effect. Face shields with drapes and/or clear mask may be provided if needed based on position and/or medical documentation and following CDC guidelines. Disposable masks will be provided for the day to staff and students who do not have a cloth mask. The District will replace damaged or severely worn masks.
 - c. For bargaining unit members that cannot maintain 6 feet of social distancing at all times (e.g. pre-k, service providers, mod severe sped para's, etc...) due to the nature of their job (toileting, feeding, and hand over hand instruction physical guidance, etc...) or have students with moderate to severe disabilities and/or have students that are exempt from masks shall be provided full PPE as recommended by applicable guidance.
19. Hand sanitizer/soap: The District shall comply with the following hand washing logistical requirements:
- a. Every room with a sink shall be stocked with soap, hand sanitizer and paper towels.
 - b. Every classroom and bus, shall be provided hand sanitizer.
 - c. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.
20. Daily cleaning and disinfecting:
- a. The District shall ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least according to the District COVID-enhanced cleaning schedule (Cleaning Schedule) daily, between class sessions, and between cohorts including but not limited to desks, doorknobs, light switches, faucets, and other high touch

fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

- b. Signage shall be visible for students, employees, and visitors on best practices for handwashing and the use of hand sanitizer. Students and employees will be provided education on this topic.

21. HVAC:

- a. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum capacity that an individual HVAC unit can handle without damage. Dampers will be closed if air quality is poor.
- b. Air filters shall be MERV-13 or higher and changed at the recommended intervals.
- c. Portables and/or other rooms without adequate central HVAC and windows or doors that open directly to the outside, shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
- d. Each classroom not already equipped, shall have sensors installed to monitor potential ventilation problems by April 15, 2021.

Miscellaneous:

- 22. CHILDCARE- The District shall post on the district website any known childcare options for staff.
- 23. CSEA and the bargaining unit members of chapter 1717 retain any contractual or legal remedies available to them to resolve any alleged violation of this memorandum of understanding.
- 24. All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
- 25. The Parties agree to meet regularly to address implementing this MOU and to monitor the impact on members' working conditions.
- 26. In the event the State of California deems alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations on the impacts.

This MOU is non-precedent setting and sunsets no later than December 31, 2021 and its application is based on instructional phase implemented.

PHASE III: TRADITIONAL LEARNING MODEL

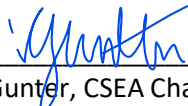
This model consists of our traditional instructional model of education that existed pre-COVID-19.

This phase is triggered when, in consultation with the Sacramento County Office of Education, the Sacramento County Department of Public Health, and California Department of Education, the District

determines that students may return to in-person instruction. Once this determination is made, students and staff will return immediately.

The entirety of the current Collective Bargaining Agreement is applicable during this phase. However, during the term of this agreement should circumstances result in reverting or remaining in the Virtual or Focus Group/Hybrid/Blended Learning Model phases, the applicable language agreed to above shall apply.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

By: 
Vicky Gunter, CSEA Chapter 1717

Date: 3/11/21

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: 
Gina Carreón, Chief Human Resources Official

Date: 3/11/2021