

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND
ITS NEVADA JOINT UNION HIGH SCHOOL DISTRICT CHAPTER # 165
AND THE
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
September 16, 2021

This memorandum is agreed between the Nevada Joint Union High School District ("District") and the California School Employees Association and its Nevada Joint Union High School Chapter No. 165 ("CSEA") concerning the impacts and effects of resumed District operations under COVID 19 conditions for the 2021-22 instructional year.

The District and CSEA (together "Parties") 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. The Parties 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. The Parties further agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic. To these ends, the Parties agree as follows:

I. SAFETY

A. Reporting Unsafe COVID Related Conditions

1. In the interest of protecting community and workplace health, any employee may confidentially report unsafe COVID related conditions, including but not limited to mask wearing non-compliance, in the working environment. Confidential reports shall be made to their immediate Supervisor or their Chief Union Steward. The employee will be notified, by their Supervisor or Chief Union Steward (when applicable), stating what has been done to make conditions safe or if no action will be taken, the reason(s) why.
2. District required trainings, meetings, or professional development shall be made available online for those who are quarantined or have accommodations and cannot attend in person.
3. Due to the large variation in HVAC systems district wide, wherever it is mechanically or technically possible, the district will follow Centers for Disease Control (CDC) and Department of Public Health (DPH) guidelines, as well as American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) guidance for added ventilation and shall use HEPA/MERV 13 filters. Based upon suggestions from UC Davis Western Cooling Efficiency Center (WCEC) The District will take steps wherever possible to add economizers and CO2 sensors to existing equipment. If a classroom/workspace fails to meet proper ventilation requirements as described above, the District will provide portable HEPA air cleaners for the space in which it will operate.

B. Health Guidelines

1. The District shall adhere to COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), California Department of Industrial Relations Division of Occupational Safety Health (Cal-OSHA), and Nevada County Public Health Department (NCDPH).
2. Where there is a conflict between the various entities guidelines or orders, the District shall adhere to NCDPH guidelines or orders to minimize potential health and safety risks for all unit members, staff, students, and their families.

C. Handwashing and Hand Sanitizing Locations

1. Multiple handwashing locations will be provided, along with sufficient time for employees to wash their hands, in accordance with current hand washing guidelines.
2. Hand sanitizing dispensers will be provided.

D. Sanitization Supplies

1. The District will provide necessary supplies for preventive sanitation measures (such as soap and water, disposable towels, tissues, and hand sanitizer).

E. Physical Distancing

1. The District will adhere to the physical distancing requirements provided by the CDPH and NCDPH.
 - a. All individuals must properly wear face coverings that cover their mouth and nose when indoors or in a district vehicle (in accordance with guidance from CDPH and NCPH).
 - b. The District shall provide N95 masks should an employee request one.

F. Personal Protective Equipment (PPE)

1. The District shall make every effort to provide sufficient personal protective equipment to comply with CDPH and NCPHD guidance for students and staff. PPE shall be appropriate for each classification or duty and relevant to Cal/OSHA requirements. Should essential PPE be unavailable to perform regular duties, no employee will be directed to perform those duties absent the personal protective equipment.

II. SCREENING

1. The District will adhere to screening protocols for staff and students consistent with CDPH and NCPHD guidelines.

III. TESTING, TRACING, & VACCINATION

1. The District will provide documented protocols and procedures for when any on-site person(s) have tested positive for COVID-19.
2. The District will provide appropriate contact tracing and notify CSEA bargaining unit employees if they have been identified as a close contact as soon as reasonably possible but not to exceed 48 hours from the time the member was identified as a close contact.
3. Unless mandated beyond District Administration's control, members shall not be forced to receive partial or full vaccination in order to be employed at NJUHSD. If asked, all members shall have the right to choose to disclose via the following options:
 - a. Fully Vaccinated
 - b. Partially Vaccinated
 - c. Not Vaccinated
 - d. Decline to State

CSEA agrees the district may consider 'decline to state' responses as unvaccinated if required to do so to meet public health mandates. Vaccine status shall not be used for or against any bargaining unit member.

CSEA members shall be provided paid time within their work day to comply with District testing protocols.

4. In order for CSEA members to comply with District vaccine policies, the district will provide paid time off for bargaining unit members choosing to obtain COVID-19 vaccinations or booster shots. When possible, the district shall provide vaccination opportunities. Should an employee have an adverse reaction to the vaccination, that employee will receive applicable time off to recover.

IV. LEAVES

A. Workers' Compensation

The District will adhere to Federal, State, and County statutes surrounding workers' compensation for essential workers in schools.

B. COVID-Related Leave

1. CSEA employees shall receive 80 hours of district paid sick leave for full-time employees (pro rata for part time) at the employee's regular rate of pay, which will expire June 30, 2022, if:
 - a. The employee, or employee's dependent, is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
 - b. The employee, or employee's dependent, has been advised by a health care provider or the District to self-quarantine because of COVID-19.
 - c. The employee, or employee's dependent, is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
 - d. The employee is experiencing symptoms as a side effect of a COVID-19 vaccination.

e. Leave will not accumulate if unused. These days will not need to be utilized for any unit members who are approved to work remotely.

2. Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children if COVID-19 leaves specified above have been exhausted.

3. No loss of pay during COVID-19 related closures or curtailments:

a. Unit Members compensation, benefits, and all stipends/differentials shall not be reduced or stopped as a result of the emergency school or District closure. This includes all stipends/differentials for the remainder of the contractual school year.

V. ACCOMMODATIONS

1. The District explicitly acknowledges that the interactive process may be required to make work safe for employees with health conditions which heightens the risk of severe outcomes with COVID-19.

a. Through the interactive process, the District shall provide, upon request, air purifiers for high risk staff and recommended replacement filters.

2. If the governor issues another shelter-in-place order, the District and CSEA shall mutually determine which classified employee's job descriptions reasonably permit work from home, in whole or in part.

3. The District agrees to provide all classified employees directed to work from home, due to COVID-19, with appropriate equipment necessary (in conjunction with but not limited to items listed in Article XI of CSEA contract) to perform their assigned duties.

VI. WORK HOURS

1. Should the District be mandated, by the State or other health care agency, to fully close (no approved distance learning, no approved work from home) both parties agree to negotiate additional hazard pay and the effects of the requirement on any classification to physically be on site during the health crisis closure.

2. Should the District or School Site Administrator(s) request any Classified employee to "substitute" or "supervise" for a classroom delinquent of a Certificated employee, the Classified employee who agrees to work in this position, shall be compensated at \$42/hour, prorated, for any/all time spent as a substitute or supervisor.

VII. DUTIES

1. The District and CSEA acknowledge that California Education Code 45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature of the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to temporarily perform duties not currently contained within their current job description. All duties performed out of class shall be compensated at the higher class/rate of pay.
2. The District agrees to provide COVID-19 related safety training and information to all applicable CSEA employees.

VIII. INFORMATION & FURTHER NEGOTIATIONS

1. The District will collaborate and share new information it receives from local health authorities about COVID-19 epidemic as appropriate and as soon as reasonably possible. The District and CSEA will negotiate any effects on terms and conditions of employment due to operational changes.

IX. DURATION OF AGREEMENT

1. This MOU is a temporary agreement to address the extraordinary circumstances created by the 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 through June 30, 2022.
2. As conditions evolve, CSEA reserves the right to renegotiate terms of this COVID MOU, at any time.

X. VIOLATIONS OF THIS AGREEMENT

Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article 21 of the CBA.

Brett McFadden
 Brett McFadden, Superintendent

Dated: 11/17/21

Jennifer Brown
 Jennifer Brown, Chapter 165 President

Dated 11/16/21

Kurt Benfield
 Kurt Benfield, CSEA Labor Relations

Dated 11-15-21

Ratified 12/15/21