

MEMORANDUM OF UNDERSTANDING BETWEEN CSEA AND CSEA CHAPTER 620
AND CONEJO VALLEY UNIFIED SCHOOL DISTRICT

DISTRICT OPERATIONS DURING COVID19 PANDEMIC

This memorandum is agreed to between the Conejo Valley Unified School District and the California School Employees Association and its Conejo Valley Unified Chapter #620 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) pandemic. This agreement shall expire in full on June 30, 2021, unless extended by joint agreement.

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 COVID-19. 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 unit members who are impacted by the pandemic.

The District and CSEA agree as follows:

1. Health and Safety Provisions

- a) The District has developed and adopted an extensive 2020-2021 School Opening and Safety Plan, which has been reviewed and approved by the County of Ventura, Department of Public Health. The plan document is readily available to all District employees and community on the District website. The District has developed and made available a work-site specific COVID-19 Prevention Plan to address the health and safety preventative measures, including employee training in accord with CDC and Ventura County Public Health guidelines.
- b) Should the District make changes to its Reopening and COVID-19 Mitigation plan during the span of this agreement that have implications to the terms and conditions of employment for CSEA members, the District shall meet with CSEA as soon as possible to negotiate any effects of these changes on classified employees as is required by the Educational Employment Relations Act (EERA).
- c) 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 upon request, 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. Both parties have the responsibility to comply with OSHA guidelines regarding health and safety in the workplace.
- d) In accordance with California Labor Code Section 6311, "No employee shall be laid off or discharged for refusing to perform work in the performance of which this code, including Section 6400, any occupational safety or health

standard or any safety order of the division or standards board will be violated, where the violation would create a real and apparent hazard to the employee or his or her fellow employees.”

2. Personal Protective Equipment (PPE)

- a) Employees may provide their own personal protective equipment, but it is not required of employees. Employee-supplied PPE must meet all safety requirements set forth by the Ventura County Public Health Department and the CDC.

4. Testing and Tracing

- a) The District shall provide COVID testing at no expense to bargaining unit employees where potential exposure (as defined by CDPH and Ventura County Public Health guidelines) has occurred if and when the capacity to do so exists. Members shall comply with a district directive to submit to a COVID-19 test at no cost to the employee. Employees will be provided information on cost free testing facilities when directed to test.

5. Leave

All provisions of the current Collective Bargaining Agreement are in full force and effect. Articles covering leave of absence include: Article 13 (Sick Leave), Article 14 (Vacation).

- a) The District shall administer FMLA and EFMLA leave entitlements, including intermittent leaves in accord with the U.S. Department of Labor guidance.
- b) Employees requesting leave of absence due to a medically vulnerable family member(s), and remote work is not available and/or employee is unable to perform work remotely, shall be permitted to utilize an equivalent to twenty (20) work days of accrued sick leave and/or vacation.
- c) Employees shall also have the right to take unpaid leaves of absence in order to secure their own health or the health of their household while retaining full rights their position.
- d) Prior to granting a paid leave of absence, the District will evaluate the appropriateness of assigning remote work, either through actual job-related responsibilities and/ or available web-based training assignments. If and when remote work is available, such will be discussed prior to defaulting to a leave of absence. The District reserves the right to actively validate leave requests. Should the District establish through preponderance of evidence that an employees’ basis for leave is dishonest and illegitimate, the District may immediately rescind the leave of absence status, seek reimbursement for time paid, and take appropriate disciplinary action for cause. It is the District’s expectation that employees are honest, act with integrity and request leaves of absence under this agreement only for the sincerest reasons established by law.

6. Accommodation

- a) The District acknowledges and agrees to initiate the interactive process for employees whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19.
- b) Remote Work Terms and Conditions
 - i. Employees whose job classifications and/or positions have been designated for default remote work while the students are in full remote learning instructional model, may be required to report to on-site work as necessary and appropriate. Administrative staff will make every effort to provide at least three (3) business days' notice prior to notifying employees of such change in reporting status.
 - ii. The District may present employees with telecommuting written agreements, which specify more detailed work expectations. The District agrees to present a draft and meet and negotiate on the content of such agreement to CSEA prior to its issuance to employees.
- c) When approving telecommuting requests, the District will provide a computer, scanner, and other computer equipment that may be necessary and is available.
- d) District administrators/managers/supervisors will adhere to employees' regular work hours and follow the same etiquette with employees who are telecommuting as they would with regular office work.
- e) If reasonable accommodations are not practicable, the LEA should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.
- f) The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

7. Duties

- a) The parties agree to adhere to Article 12.2 regarding proposed changes to work schedule.
- b) 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 for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently enumerated within their current job description. The District and CSEA agree that 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 also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated, and training shall be provided to employees as needed.

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- c) Temporary duties that rise to the level of out of class duties will be authorized for differential compensation in accordance with the Collective Bargaining Agreement rules and regulations and the Personnel Commission Rules and Regulations.
- d) During distance learning in both blended and distance learning models, paraeducators will support student learning through attending Zoom meetings and working with small groups of students in breakout rooms, as well as work under the direction of the teacher when students are present on campus. This includes non-student days. Paraeducators may also support morning screening procedures and supervision before school, during passing periods, recess, lunch, and dismissal. Paraeducators may assist principals in making contact with families of students who are not participating in the distance learning model to ensure that the district remains in compliance with temporary state accountability rules around virtual learning.

8. Grievance Procedure:

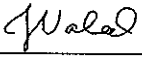
Any alleged violation, misinterpretation, or misapplication of the terms of this agreement, as well as any accompanying documents, shall be subject to the grievance and arbitration provisions of the CBA, which is in effect. Grievances dealing with the health and/or safety of employees which may be considered exigent shall be advanced to Level III wherein the Superintendent or designee shall respond within five (5) business days.

9. General Agreements:

- a) The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District Community as guidelines change and the fluid nature of the pandemic presents. The District will share with CSEA all new information it receives from local health authorities about COVID-19 pandemic.
- b) CSEA will support efforts to maintain funding pursuant to Education Code 41422 and 46392 in the event of a closure of any District facilities due to an epidemic or pandemic.
- c) CSEA and the District will continue to bargain any potential effects on the terms and conditions of employment relative to on-campus instruction.

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FOR THE DISTRICT



Jeanne Valentine, Assistant Superintendent, HR




Victor Hayek, Deputy Superintendent

Lisa Miller, Assistant Superintendent, Student Services

Jason Branham, Principal

Kenneth Loop, Director



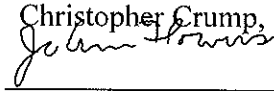
Marina Mihalevsky, Director

Dena Sellers, Principal

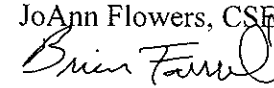
FOR CSEA CHAPTER 620



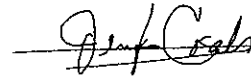
Christopher Crump, CSEA Labor Representative



JoAnn Flowers, CSEA Chapter President



Brian Farrell, 1st VP, Negotiator



Jennifer Coates, Negotiator

Jani Close, Negotiator

Joseph McHugh, Negotiator

Linda White, Negotiator