

**MEMORANDUM OF UNDERSTANDING (MOU)
REGARDING FOOD SERVICE CERTIFICATION SUPPORT
BETWEEN
WESTERN PLACER UNIFIED SCHOOL DISTRICT (District)
AND
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION and its Western Placer CHAPTER #741
(CSEA)**

The Western Placer Unified School District ("District") and the California School Employees Association and its Western Placer Chapter #741 ("CSEA") collectively referred to as the "Parties," enter into this agreement and agree as follows:

Introduction:

The Parties have entered into this MOU to address the number of Food Service Assistants and Food Service Lead employees who do not yet have their ServSafe or ServSafe Manager certification, as required. The Parties entered into an MOU signed on August 15, 2022 and approved by the Western Placer Unified School District Board of Trustees on September 6, 2022, that addresses the additional requirement for Food Service Lead positions to obtain a ServSafe Manager certification, within 90 days. Additionally, the revised Food Service Assistant job description was revised to include this requirement with a time limit of 6 months from date of hire; the Food Service Lead job descriptions were revised to include this requirement with a limit of 3 months from date of hire, as well as the Food Service Secretary/Administrative Assistant position job description with a limit of 3 months from date of hire.

AGREEMENT

1. The Parties agree to the following:
 - a. The District will host an in-person training option once per school year for staff to obtain their ServSafe certification. The District will provide a certified trainer who will conduct the training, after which the employees will take the 90 minute certification exam. Staff will be paid to attend the training and certification.
 - b. The District will also support staff to take the same training and certification exam online, for those who choose to do so. Employees who take the online certification can submit for reimbursement the cost of the training and exam fees.
 - c. The District will pay Food Service Assistant employees on a timesheet for the time required to participate in the training and certification exam up to 4 hours for each attempt, up to a maximum of two attempts.
 - d. The District will pay Food Service Leads and Food Service Secretary/Administrative Assistant employees on a timesheet for the time required to participate in the training and certification exam up to 10 hours for each attempt, up to a maximum of two attempts.

- e. Probationary Food Service Assistant employees who fail to obtain their ServSafe certification within the 6 months probationary period will be released from probation.
 - f. Probationary Food Service Leads and Food Service Secretary/Administrative Assistant employees who fail to obtain their ServSafe certification within the first 3 months of their probationary period will be released from probation.
 - g. Current permanent Food Service Assistants, Food Service Leads, and Food Service Secretary/Administrative Assistant employees who refuse to do the training (whether in-person or online) and/or refuse to take or who do not pass the exam by December 31, 2023 will be suspended without pay until they obtain certification.
 - h. Current permanent Food Service Assistants, Food Service Leads, and Food Service Secretary/Administrative Assistant employees whose ServSafe certification expires has 90 days from the date of expiration to obtain new certification, or will be suspended with pay until they obtain new certification.
2. Both parties acknowledge that this agreement does not set a precedent for future working conditions or hours.
 3. CSEA and the bargaining unit members of Chapter 741 retain any contractual or legal remedies available to them to resolve any alleged violation of this memorandum of understanding.

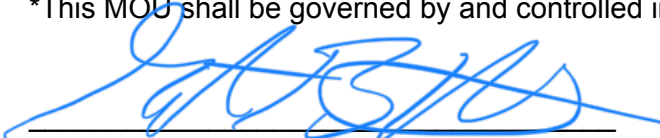
*This agreement shall be in effect upon signature by both parties, ratification by CSEA Western Placer Chapter #741, and Board of Trustees approval.

*Except as otherwise provided in this MOU, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

*This MOU establishes no past practice or precedence.

*In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.

*This MOU shall be governed by and controlled in accordance with the laws of the State of California.



California School Employees' Association
(Chapter #741)
Gustavo Nevarez, President

5-8-23

Date



Western Placer Unified School District
Cliff De Graw, Assistant Superintendent of Personnel Services

5/8/2023

Date

5/17/2023

Date Ratified by CSEA, Chapter #741

6/20/2023

Date of Board Approval