

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
CSEA AMERICAN RIVER CHAPTER #528

April-15, 2020

MOU # 25 Impacts and effects of school closures due to the coronavirus (COVID-19)

Effective March 17, 2020 and ending June 30, but may be extended by mutual written agreement.

The intent of this MOU is to address the concerns about the health, welfare and safety of all Classified staff members of FCUSD and allow certain employees doing essential work to return to their regular or designated place of work or to work remotely in lieu of working from a District site retroactive to March 17, 2020.

1. Base Pay and Benefits

All base pay and benefits for unit members shall continue through the 2019/2020 budget year in accordance with the unit members' established work calendar.

- a. Base pay includes longevity increments, shift differential, instructional assistant stipend, leadership, coaching stipends and stand-by alert/FID. (Excludes; overtime, extra hours, transportation pay for fieldtrips)
- b. Unit members who have elected to receive pay on an annualized basis shall continue to receive annualized pay.
- c. This shall include hourly employees as the District determines they would otherwise have been paid during this period of closure. (Includes probationary employees)
- d. Staff may earn overtime during the duration of this MOU when the overtime is pre-approved by the supervisor.

2. The District will continue its practice of providing at least 60 days' notice of any layoffs.

3. Additional Pay

a. March 16-20: Pay for Classified Employees

Unit members directed by their supervisor to perform work during this week will be paid a stipend equal to their hourly rate for each hour worked via timecard.

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(Example: an employee whose regular schedule is 40 hours per week is asked by their supervisor to work 10 hours. 40 hours are paid at regular base rate plus an additional 10 hours will be paid at regular hourly rate. The employee would receive their regular check for 40 hours plus an additional check for 10 hours at their regular hourly pay rate.)

b. March 23-27: Pay for Classified Employees

Unit members directed by their supervisor to perform work during this week will be paid a stipend equal to $\frac{1}{2}$ of their hourly rate for each hour worked via timecard. (Example: an employee whose regular schedule is 40 hours per week is asked by their supervisor to work 10 hours. 40 hours are paid at regular base rate plus an additional 10 hours will be paid at $\frac{1}{2}$ their regular hourly rate. The employee would receive their regular check for 40 hours plus an additional check for 10 hours at $\frac{1}{2}$ their hourly pay rate.)

c. Food Service Workers

Unit members directed by their supervisor to perform work from March 16 through the end of the school year will be paid a stipend equal to their hourly rate for each hour worked via timecard.

4. March 30 Forward

- a. Employees directed to perform essential work by their supervisor to support the FCUSD distance learning model will be directed to work at a designated FCUSD facility or work from home by their supervisor.
- b. Staff working remotely will be required to sign the Classified Employee Guidelines for Working from a Remote Location & Confidentiality Agreement during COVID-19 Crisis.

5. The following are in place **to ensure the health and safety of our staff** while the shelter in place order is in effect. Staff members will continue to practice social distancing when working at all FCUSD facilities.

6. The District shall, to the extent practicable and appropriate to the work environment;

- a. acquire adequate personal protective equipment (PPE) as recommended by public health officials, including but not limited to, gloves, face masks, hand soap, hand sanitizer, and disinfectant, for all open workspaces.

- b. offer training in hygiene, use of PPE, and sanitation to help prevent the spread of the virus. (Applies to both remote and on-site work/unit members)
7. While the stay at home order is in place, working at FCUSD facility will be limited to essential work. Unit members shall perform professional duties related to their job description. To the maximum extent feasible, district will assign employees to work remotely. When workload is reduced, workload will be equitably shared between employees as directed by the supervisor (Exception Food Service Workers). Where practical, supervisors will provide reduced work-load schedules in advance.. (Applies to both remote and on-site work/unit members)
8. The District will provide training to assist staff in becoming proficient in working remotely and using the learning management system when applicable. (Applies to remote work)
9. The parties agree that current collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019/2020 school year. (Applies to both remote and on-site work/unit members)
- a. The parties agree that if supervisors have completed the required components of an evaluation prior to the closure of schools, they may complete the evaluation.
 - b. The parties agree that any evaluations that are not able to be completed for the 2019/2020 school year will be carried over to the 2020/2021 school year.
 - c. All evaluations will be pushed back one year so that unit members who were scheduled to be evaluated during the 2020/2021 school year will be evaluated during the 2021/2022 school year.
 - d. Step and longevity increases are not dependent upon a completed evaluation.
10. Leaves (Applies to both remote and on-site work/unit members)
- a. Generally

The normal processes and procedures for requesting leave shall be followed if a unit member will not be available to render service during any day of this closure. Unit members who intend to be out on non- HR 6201 leave (medical verification required in some instances), personal necessity, etc. shall follow the normal procedures.
 - b. Sick Leave Related to HR 6201

No employee shall have accrued leave deducted for taking time needed to comply with a medical professional's recommendation, including to self-quarantine, secure

one's own health or secure the health of one's household. A supervisor may request written verification from the doctor/health professional. If an employee fails to provide the requested medical verification, the employee will use leaves as set forth in 10a. above.

- c. Employees with dependent-care needs, who are not absent for health reasons listed above, shall not have accrued leave deducted for failing to report unless their employer has offered no cost childcare for the duration of work hours and the employee has Declined HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave.
- d. The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances before using other leave.

11. Unit members who meet one of the following criteria are prohibited by the district from reporting to a FCUSD facility. An employee who meets a condition specified in a-d will engage in the interactive process with HR to identify alternative remote work. Failure to identify a modified assignment will not result in loss of accrued leave.

- a. Over age 65 (self or family with underlying conditions);
- b. Underlying health conditions (include but are not limited to respiratory, immune disorders, or cancer treatments);
- c. Employee or family has COVID-19 or symptoms (such as fever);
- d. Employee or family has known COVID-19 exposure

12. If available to report to work, unit members may rescind currently scheduled personal necessity and/or vacation during school closure. (Applies to both remote and on-site work/unit members) Unit members on parental leave may contact Human Resources to reevaluate the ability to work remotely.

- a. Unit members with extended leaves shall have the opportunity to "return to work" on a case by case basis as determined through the interactive process through Human Resources.

13. The District will consult with and keep CSEA informed of any changes to its operations due to the emergency or adoption of distance education, including any increased need for Information Technology/Information Systems services or for other any other operations that could potentially be performed by classified employees, and will promptly respond to further requests to bargain over such issues.

14. **CSEA support for full funding:** 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 epidemic.

15. Compliance with further governmental orders: The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with county, state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees, and will bargain as needed over the effects of such further directives.

16. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

17. This MOU resolves the negotiable effects of school closures due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019/2020 school year.

18. The District agrees to notify CSEA Chapter President/Designee, in accordance with directives from local health agencies, when it learns of any COVID 19 Infection or Exposure.

19. Terms applicable to Bargaining Unit members who work from a remote location:

- a. Unit members may only pick up work from a District facility in coordination with Supervisor's approval and will receive no additional compensation or mileage reimbursement for traveling between home and work.
- b. Unit members are expected to answer their phone calls, text messages, and emails from their supervisor or District representative during normal work hours without additional pay.

Rob Thomas
Rob Thomas, Chapter President, Chapter 528

04/17/2020
Date

Donald Ogden
Don Ogden, FCUSD

04/17/2020
Date

Skyler Parras
CSEA Labor Relations Representative

April 21, 2020
Date

Attached: Classified Employee Guidelines for Working from a Remote Location & Confidentiality Agreement during COVID-19 Crisis.

Classified Employee Guidelines for Working from a Remote Location & Confidentiality Agreement during COVID-19 crisis

The employee named and signed below:

- Employee’s personal phone number will not be publicly posted or published.
- Employees will not be required to show home or home environment while participating in video conferences.
- Employees are not required to use personal consumable office items to perform duties assigned by their supervisor.
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- Employees will be available by email or phone during employee’s scheduled work hours with exception of 30-minute lunch and breaks. (Employee will provide phone)
- Employees must work with current supervisor on daily expectation of work prioritization.
- District will provide training to support employees working remotely.
- If employee is provided a district laptop:
 - The laptop should only be used for district related work.
 - The laptop should not be shared with others.
 - Due to the confidential information that can be accessed, the laptop should not be left unattended while on.
 - The laptop should not be left in a vehicle.
 - The laptop should not be connected to any public WiFi.
- Documents taken from the office to be worked on at home/ remote location;
 - The documents should not be shared with others.
 - The documents should not be left unattended or viewed by family or public.
 - The documents should not be left in a vehicle.

Manager/Supervisor

Date

CSEA Employee Name/ Signature

Date