

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
AND ITS CORONA-NORCO CHAPTER
369 AND THE CORONA-NORCO
UNIFIED SCHOOL DISTRICT**

COVID-19 WORK ENVIRONMENT

October 2, 2020

Updated from the September 21, 2020

MOU

This memorandum is agreed between Corona-Norco Unified School ("District") and the California School Employees Association and its Corona-Norco Unified Chapter 369 ("CSEA"), collectively, ("the parties") concerning CSEA members return to work and the District's response to the coronavirus (COVID-19) pandemic. **This MOU replaces the September 21, 2020 MOU in response to the physical return of students.**

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 coronavirus. 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 District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found.
- 2) The District will provide training to its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will make a reasonable effort to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety.
- 3) Employees will participate in a daily screening for symptoms associated with COVID-19 for their own protection and for the protection of others. Daily screenings will be monitored by the District and anyone reporting symptoms will be instructed to leave work. The employee will be provided with information on available leave options and testing location information.
- 4) The District will adhere to all public health mandates including but not limited to the number of individuals in any one work area or department to ensure that proper physical distancing can occur where practicable. The District will adhere to all public health mandates regarding personal protective equipment. Any requests for additional personal protective equipment, shall be provided to the unit member's immediate supervisor for consideration.

5) Personal Protective Equipment

- **Employees reporting to work with students in small group cohorts will be issued the following personal protective equipment:**
 - Cloth face coverings
 - Reusable face coverings
 - Face shield
 - Partitions.
- **Additional PPE for SCIA's and/or staff working with high contact students would include**
 - Additional face shields
 - Gowns (as requested by staff)
 - Goggles (as requested by staff)
 - Gloves
 - Clear masks (DHH, Speech)
 - Cleaning spray and disinfectant wipes (once training is completed)

6) Cleaning

- **Sanitizing and disinfecting of all classroom surfaces will occur daily.**

Overview

According to CDPH, schools should clean and disinfect frequently-touched surfaces at least daily and, these surfaces should be cleaned and disinfected throughout the day by trained custodial staff. High Touch surfaces should be cleaned frequently throughout the day.

Campus Cleaning

Occupied Areas

Occupied areas will have high-touch areas cleaned three times daily (example: two times during the school day and a third time during the evening). Area will be disinfected when students and staff are not present with an electrostatic fogger bi-weekly.

Office Areas will be cleaned.

- Door handles, counters, light switches, conference room and lunch room tables and chair arm rests, lunch room microwave handles, sink faucets.

Restrooms and Handwashing Stations will be cleaned.

- Restroom faucets, mirrors, partitions, toilets flushers, urinal flushers, trash lids and door handles
- Handwashing Station faucets and counter surfaces

Playground Equipment (slides, swings, bars, etc.) will be disinfected daily with electrostatic fogging. All other non-classroom spaces will be fogged bi-weekly.

Unoccupied Areas

Unoccupied areas will not be cleaned until the first occupancy occurs. After the area has been occupied all high-touch surfaces will be cleaned throughout the day.

Classroom

Classrooms will be disinfected when students and staff are not present.

Classrooms are cleaned and disinfected. High touch areas will be cleaned twice daily.

- Door handle, light switch, tables, chairs, desks, desk barriers, hand sanitizer, pencil sharpener, and any additional identified high-touch items.

- Nightly electrostatic disinfecting fogging

COVID-19 Exposed Area

Support Services will be notified by Human Resources of any identified area where a positive COVID-19 individual was present.

The area will be closed for deep cleaning and disinfecting.

Disinfecting will occur after school hours when students are not present.

Support Services will notify the site when the area is ready for occupancy and a notice will be present indicating the area has been disinfected.

Products

“Custodial” cleaning and disinfecting products are approved for use against COVID-19 on the Environmental Protection Agency (EPA) – approved list “N”. These products contain asthma-safer ingredients which are recommended by the US EPA Design for Environment Program. Application of products used also comply with the Health Schools Act.

Spray Disinfectant for high touch surfaces throughout the day.

- Classrooms and office areas are supplied with the H2Orange2 spray cleaner and are encouraged to be used by non-custodial staff.

Disinfectant (EcoLab) will be used by custodial staff.

- Disinfectant will be provided in the custodial dissolution centers for use in spray bottles and electrostatic foggers. Disinfectant must be wiped off surfaced when spray bottle application is used.
- Disinfectant will also be used in the electrostatic fogger with no wiping required. Custodial staff will spray upwards while exiting the room. Chemical attaches and disinfects surfaces with no wiping down required. Space may be occupied 15 minutes after disinfecting occurs.

Disinfectant wipes can be used by staff, if completed the Integrated Pest Management (IPM) online training.

PPE & Supplies

Microfiber cloths will be used to wipe down cleaner or disinfectant.

- Black and yellow microfiber cloths (15 per custodian) to be used for cleaning and disinfecting non-restroom areas.
- Red microfiber cloths (15 per custodian) to be used to clean restrooms only. These are not to be used to for toilets and urinals.
- Microfiber cloths will be rinsed daily in the disinfecting solution and water.

Custodial Staff will use appropriate gloves while using the electrostatic foggers.

Training (In-Person October 6, 2020)

Custodial and any identified staff using a disinfectant spray must complete an annual online Integrated Pest Management (IPM) training provided through Keenan Safe Schools.

Custodial staff are required to view and complete the High Touch Surface Cleaning and Electrostatic Fogger videos through Keenan Safe Schools.

Hands-on training will be provided to each Lead or Head Custodian that includes the application of products, surfaces and areas that will be cleaned and PPE and supplies used for each application.

Tracking

High-Touch surfaces that are cleaned throughout the day will be tracked on a time and frequency based log.

- 7) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause, the employee may use available leaves (Article 11) without fear of reprisal. In the event a CSEA bargaining-unit employee has likely been exposed to

Coronavirus or is taken ill with COVID-19 through exposure to the coronavirus at work the District shall respond in accordance with HR. 6201 Families First Coronavirus Response Act ("FFCRA").

- 8) Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall notify the District's Human Resources Department to engage in the interactive process to explore reasonable accommodations and/or leave options available (Article 11).
- 9) During any District closures or if any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. If the District closure is going to be longer than the short-term 2-5 days as defined by the CDC, CSEA and CNUSD will meet to discuss the impacts and effects of the closure.
- 10) The District shall honor all non-permanent extra hours and additional permanent hours that are needed in response to the Coronavirus in accordance with "Article 6.16 and 6.17 of the Collective Bargaining Agreement" prior to utilizing any temporary short-term employment or contracted services.
- 11) Classified bargaining unit work will not be transferred to volunteers, administration or certificated personnel nor shall it be contracted out. Classified employees may be asked to perform other job-related duties as required. CSEA recognizes the need to be flexible in providing support services during the remote/virtual and/or hybrid learning model, for example employees may be directed to complete job related duties to work in other classifications and will be compensated according to the current CBA. 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 unit members may be asked to perform duties not currently contained within their current job descriptions. This is particularly important regarding unit members with duties specifically dependent on the physical presence of students on school campus who may have other duties assigned during the period of full remote/ virtual and/or hybrid learning and/or hybrid schedule. Any change in the duties performed shall be temporary and only during the life of this MOU. It is understood that hours, work locations, and duties may be temporarily changed, during the period of this agreement only. If an employee works exclusively and totally in a higher classification, and meets all other contractual criteria, they would be entitled to out of class pay for that period.
- 12) **Work Hours**
The parties agree the District may establish shifts during the below times specified. The District will not split shifts for unit members.
 - Child Nutrition (5:30 AM-3:00 PM)
 - Clerical (6:30 AM-4:30 PM)
 - Information Systems (7:00 AM-4:30 PM)
 - Maintenance and Operations (5:30 AM-11:00 PM)
 - Paraeducators (7:30 AM-6:30 PM)
 - Warehouse (6:30 AM- 4:30 PM)
- 13) **Location**
Unit members may be assigned to an alternative work site during the hours listed in item 12 above. Alternative worksite assignments will be made by seniority in classification.
- 14) The District may publish alternate work shifts (during the hours listed in item 12 above) which

will then be selected by seniority, in classification, at the site. The District shall provide a five (5) working day notice prior to implementing the alternate work shift. The District shall use the following criteria when assigning alternate work shifts:

- a) Employees in the needed classification will select first.
- b) Then employees working out of classification based on districtwide seniority.
- c) If no employee volunteers then assignments will be made according to least District seniority.
- d) In the event of employee hardship the District and CSEA will meet and confer to determine a solution. **The employee and the District will meet and CSEA representation may be provided.**

15) Duties

Examples of additional duties that may be required include:

- Instructional Assistants positions being asked to attend Zoom meetings.
- Clerical and/ or Security positions being asked to help with health screening of staff and students.
- Security Attendants assisting with textbook and/ or material distribution.
- Maintenance and Operations Job Family assist with moving of site furniture to prepare classrooms for students/ hybrid model.
- Any CSEA bargaining unit position being asked to help with wiping down/ cleaning of personal work area.
- Any CSEA bargaining unit position being asked to help with distribution of lunch and/or other meals for students.
- **Any CSEA bargaining unit position supporting with ingress and egress.**

The District and CSEA agree 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.

16) Virtual Learning **and/or Hybrid**

While students are not physically on campus, paraeducators will not be required to physically report to the work site, unless the required work needs to be completed at the work site.

- In the event, paraeducators need to report to the work site, they will be given 24 hours' notice via email by the teacher and site administrator. The paraeducator can seek clarification regarding the need to report to work from site administrator.
- Normal absence reporting procedures will be followed.
- If paraeducators choose to work from home, the District is not responsible for providing technology. Technology is available at the school sites.

- 17) In the interest of protecting community workplace health, any employees may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within five (5) working days, respond in writing to the employee, with simultaneous copy to CSEA Chapter 369 President, 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 replace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

- 18) The District may establish a working **group** to focus on safety issues related to COVID-19, including issues that arise as District operations evolve and best practices. If such a working group is established, the District shall invite a classified representative appointed by CSEA.
- 19) The District will ensure that all members of the public who access District facilities will adhere to safety standards and guidelines set forth in the District 2020-2021 School Opening & Safety Plan.
- 20) CSEA bargaining unit members will receive a 1% compensation off the salary schedule that will be calculated off of the unit member's base pay. All bargaining unit members in a paid status will receive the 1% off salary schedule. The purpose of the 1% compensation off salary is to recognize the flexibility in providing support services during the 2020-2021 school year and to offset the reduction of the 1% to the Tentative Agreement reached during the 2019-2020 school year.
- 21) During any District closures or if any District operations are curtailed due to the coronavirus epidemic, all CSEA bargaining-unit employees are to be available during their normal work hours on their normal workdays. Employees should be checking their CNUSD e-mail for updates throughout the workday.
- 22) CSEA bargaining-unit members are responsible for providing the District with working and updated contact information.
- 23) In the event that a CSEA bargaining-unit employee is not available during normal work hours on a normal workday, the employee must notify the District in advance and report unavailability via Absence Management (e.g., AESOP) under applicable leave, as appropriate.
- 24) Any unit members that had vacation scheduled at the time of the school closure from March 16, 2020 through the time that they were called back as an essential employee may request that their vacation days be re-instated.
- 25) During any District closures or if any District operations are curtailed due to the coronavirus epidemic, the District will continue to provide essential services which necessitates the need for some CSEA bargaining-unit employees to report to work in support of both students and employees. The District will provide notice to all employees deemed essential. The notice shall include essential duties to be performed and the proposed modified schedule, during normal shift hours. These essential services include, but are not limited to, providing grab-and-go meals to our students, processing payroll for employees, processing payments for our business partners, and maintaining District facilities.
- 26) Pursuant to Labor Code 230.8, employees who have been identified as "essential staff" and may be required to report onsite, but have issues related to daycare, may utilize available vacation, personal necessity leave, compensatory time, sick leave and H.R. 6201 Families First Coronavirus Response Act ("FFCRA") to care for their child.
- 27) During any District closures or if any District operations are curtailed due to the coronavirus pandemic, the District shall comply with requirements of California Executive Department Executive Order N-26-

20. 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 the pandemic.

- 28) All components of the current Collective Bargaining Agreement between CSEA Chapter 369 and Corona-Norco Unified School District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
- 29) Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provision of the CBA (Article 14).
- 30) The Parties recognize the effects of COVID-19 are changing rapidly. The Parties will continue to negotiate those aspects that fall within the scope of bargaining. This MOU shall remain in effect through June 30, 2021 unless COVID-19 restrictions are lifted, in which case this agreement will expire.

It is agreed and understood this agreement is subject to CSEA Policy 610 review and CNUSD Governing board approvals.

California School Employees Association
and its Corona-Norco Chapter 369

Corona-Norco Unified School District

Lorena Lopez Date
President

Glen A. Gonsalves Date 10/2/20
Assistant Superintendent, HR

Raquel Rodriguez Date
Negotiation Team Member

Kathy Lee, Ed.D. Date 10/2/20
Administrative Director, HR

Blanca Nunez Date
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Alan Giles Date 10/2/20
Assistant Superintendent, Business

Cheryl Gray Date
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Dalia Gadelmawla Date 10/2/20
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Myesha Kennedy Date
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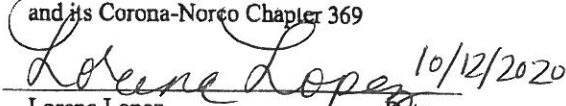
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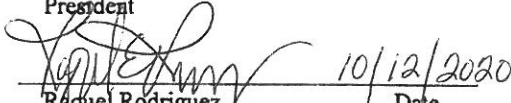
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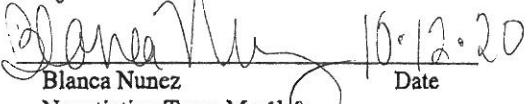
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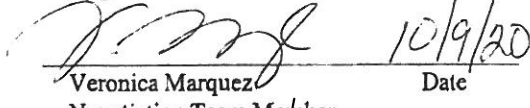
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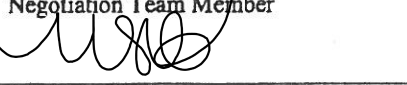

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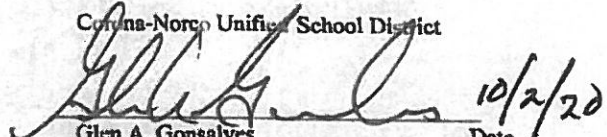

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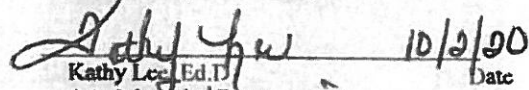

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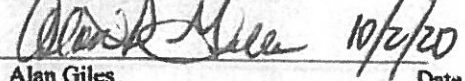

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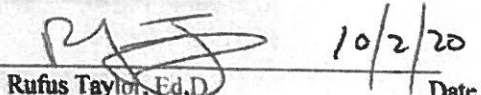
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