

**MEMORANDUM OF UNDERSTANDING BETWEEN PALMDALE SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PALMDALE CHAPTER 296**

**REGARDING THE RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR THE 2020-2021  
ACADEMIC AND INSTRUCTIONAL SCHOOL YEAR**

**August 3, 2020**

This memorandum is agreed between Palmdale School District ("District") and the California School Employees Association and its Palmdale School District Chapter 296 ("CSEA")(referred to collectively as "the Parties") sets forth the negotiated effects of District decisions regarding the 2020-2021 academic and work year in a COVID-19 environment, as students, teachers and staff return to school and District sites.

This MOU expires on December 31, 2020, but may be extended by mutual written agreement. Upon expiration of this MOU and/or schools are reopened in a pre-COVID-19 traditional model, all terms and conditions in the collective bargaining agreement ("CBA") shall be returned to the 2020-2021 status, prior to the enactment of this agreement, unless otherwise agreed to by the Parties. This is a non-precedent setting agreement.

**INTRODUCTION**

The Parties have a shared commitment in providing a workplace and instructional programs that support the continuity of learning while mitigating the spread of COVID-19 by following the guidelines established by both state and county health departments.

The requirement the District provide continued education of our students, and the manner in which this is accomplished, during the 2020-2021 year will require flexibility given the impact of COVID-19 and the possible need to fluctuate between instructional models (in-person instruction and distance learning). To support this, an instructional delivery model has been developed with input being gathered from the CSEA, educators, administrators and parents. The instructional model put into practice at individual sites and/or District-wide shall be triggered based on direction and guidance from the California Department of Public Health ("CDPH") and Los Angeles County Department of Public Health ("LACDPH") Implementing these instructional models will affect the terms and conditions of classified employees.

As such, the Parties have agreed to the following.

1. **Risk Analysis Plan:** Members shall complete and submit the District's "Risk Analysis Plan" by August 1, 2020, or, no later than the second day of their return to service in the 2020-2021 school year. Prior to beginning a member's shift, members shall complete and submit the daily COVID-19 self-assessment form. The Risk Analysis Plan includes, but is not limited to, daily COVID-19 self-assessments, wearing of face coverings, maintaining of social distancing protocols and COVID-19 health and safety training.

2. **Safety:**

- A. The District shall adhere to the COVID guidelines and recommendations issued by the LACDPH and CDPH.
- B. Appropriate social distancing (e.g., maintaining 6 feet distance) will be required where possible, including one-way stairways and hallways, in classrooms, designated entrances and exits to buildings, and appropriate locations for lunch periods. The District shall not

direct members to congregate in a manner that is inconsistent with social distancing recommendations.

- C. All members shall wash and/or sanitize hands upon entering the workplace and periodically wash and/or sanitize hands throughout the workday. The District will regularly stock dispensers with soap and otherwise make hand sanitizer available for members.
  - D. Unless medically prohibited from doing so, as determined by the Superintendent, or, designee, staff and students shall wear face coverings while on District property.
  - E. Face coverings may be a cloth or disposable covering which covers the nose and mouth. In lieu of a cloth or disposable face covering, members may wear a face shield, allowing for their speech to project and for students to have the ability to view facial expressions. Face shields may include a neck drape. Staff who cannot wear a face covering because of a documented health issue shall be required to wear a face shield.
  - F. Staff, students and visitors shall enter a school or District site through designated entrances, and if feasible, staff and students will go through a temperature screening with a no-touch thermal scan thermometer. The District shall make reasonable efforts to ensure that visitors who use District facilities shall follow COVID-19 guidelines and recommendations issued by the LACDPH and CDPH. Students may have their temperature taken more than once during a school day. Bargaining unit members who take temperatures shall be provided with appropriate protocols for COVID-19 related health duties. If feasible, temperature taking duties shall first be offered to bargaining unit members from health classifications on a voluntary basis. In the event that volunteers from health classifications are not available, the District may assign temperature taking duties to Crossing Guards.
  - G. Personal Protective Equipment ("PPE"), such as gloves, masks, and shields, which comply with CDPH and LACDPH guidance and/or recommendations, will be provided to employees as necessary.
  - H. Members shall be supplied reasonable and appropriate additional protections based on the potential for increased exposure in their classification.
  - I. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between members and individuals and, when necessary and practicable, install physical barriers to separate workspaces. The District further agrees to follow LACDPH and CDPH social distancing and health and safety recommendations and guidelines for Food Service workers.
3. **Reporting Unsafe Conditions:** In the interest of protecting community and workplace health, any employee may, without fear of retaliation, report in writing any COVID-19 related unsafe conditions 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, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why.
4. **Tracing:** CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
5. **Sharing of information about spread of confirmed illness:** The District will inform CSEA, and bargaining unit members at the District campus/worksites, as soon as practicable and in accordance with the LACDPH and CDPH directives should it learn of a confirmed coronavirus infection of District employees or students and at which campus or worksite said infection was found. It is understood that privacy rights under the Confidentiality of Medical Information Act (CMIA) and the Health Information Portability and Accountability Act (HIPAA) shall be



maintained. The District will continue to provide notice to all site visitors of existing Health and Safety Protocols as practicable.

6. **Training and implementation of public health measures:** The District will provide on-going information on public health measures, hygiene, and sanitation to minimize the spread of the virus. CSEA will cooperate with the District in any necessary public health actions, including, but not limited to, those actions recommended by federal, state, and local departments of public health.
7. **Duty to work:** Employees are reminded of their duty to do assigned work during any period where the District transitions to distance learning. Human Resources may direct unit members to perform work remotely or at an assigned work location during their regular work hours to ensure that District services continue. The District will take reasonable measures to support employees to perform their assigned work. Unit members may address concerns to their immediate supervisors related to the appropriate public health guidelines and/or PPE provided for individual work sites and classifications. Unit members who work at any District location will make reasonable efforts to comply with public health officials' mandates and/or recommendations to social distance. Unit members who have a doctor's note indicating a higher risk for illness from COVID-19 because of a serious underlying health condition, or otherwise, may request to meet with Human Resources to determine whether the District can grant a request to work remotely and/or otherwise provide alternative work arrangements.
8. **Workers' Compensation:** In the event that a bargaining unit member files a COVID-19 related workers' compensation claim, the District agrees to provide accurate information in response to any requests from Workers' Compensation.\_\_
9. **Re-tasking Duties and Responsibilities:** The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, the parties recognize that, due to the unique circumstances presented by COVID-19, it may be necessary for the District to temporarily assign duties to employees that are not reasonably related, and at times, that are reasonably related, to their regular duties at the member's current and/or other District sites. Such re-tasked duties and responsibilities may include, among other things, shifting member schedules and assigning duties necessary for the District to ensure compliance with the LACDPH guidelines and recommendations, such as cleaning surfaces and administering wellness checks. The District will meet with the employee, and their immediate supervisor, to mutually agree in writing to shifts in the member's schedules. For the duration of this MOU, and notwithstanding Article 13.1.4 and Article 13.1.5 of the Collective Bargaining Agreement, the District will provide at least 48- hours notice to members if their assignment location changes.

The District will ensure, prior to assigning re-tasked duties and responsibilities, that the unit member is either already qualified or will receive appropriate training to perform those responsibilities. Re-tasked duties and responsibilities will not factor into a unit member's performance evaluation, nor will they factor into the determination of whether a new employee passes their initial probationary period or a promoted employee passes their trial period in the higher classification. The parties further agree that any re-tasked duties and responsibilities shall not be precedent setting. The District may also assign unit members as disaster service workers, pursuant to Government Code §§ 3100-3109 however the parties agree to meet and negotiate the effects, if any, of this decision.



10. **Leaves:** The District will provide applicable leave entitlements in accordance with the Collective Bargaining Agreement and state and federal laws including the Families First Coronavirus Response Act ("FFCRA" a.k.a. HR 6201), Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). Members who are unwilling or unable to report for duty, for medical reasons, when directed to do so shall have their leave entitlements deducted.

Unit members currently on leave and who are not exposed to, or taken ill by, COVID-19, will continue their leave in accordance with the CBA, law, Board Policy, and/or Administrative Regulation, as applicable.

Under Labor Code section 230.8, the District recognizes unit members may utilize existing vacation, personal leave, or compensatory time off for purposes of planned absences due to child care. The Parties will construe HR 6201 as permitting intermittent leave unless state and/or federal guidance is issued to the contrary.

11. **Directives for Unit Members Working Remotely:** Unit members working remotely shall review and respond to work emails and telephone calls within two (2) hours, and comply with any directives contained therein, during their regular work hours. Unit members are to abide by the CBA and Board Policies and Administrative Regulations as applicable during this crisis, including, but not limited to, abstaining from alcohol and marijuana and/or any other controlled substances that impair a unit member's ability to perform their duties, during work hours.
12. **Work Schedule Flexibility:** Additional flexibility in work schedule may be required in the work schedules for unit members. If agreed upon by Human Resources, the site administrator and the employee, hours may be shifted within the work week as long as the weekly total is consistent with regularly scheduled hours. If agreed upon by Human Resources, the site administrator and the employee, work schedules may be adjusted for remote work to occur during the standard work week that may include some workdays on site.
13. **Vacation Leave:** The District recognizes it may be challenging for employees to schedule and take vacation during the Fall 2020 semester. For the duration of this MOU, the Parties agree to temporarily suspend the vacation cap in Section 9.3.5 of Article IX, Vacation. Unit members will not forfeit vacation days as a result of the temporary suspension of the vacation cap.
14. **District directed site/facility closures:** In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees may be required to work remotely and/or at a different site/department. In the event any District facility must be closed, or 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.
15. **No precedent:** This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes.
16. **Compliance with further governmental orders:** The parties recognize that the COVID-19 Pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of

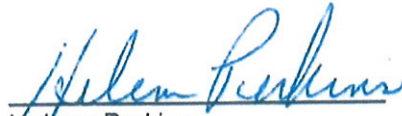
bargaining-unit employees and will bargain as needed over the effects of such further directives, to the extent not addressed in this MOU.

17. **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 COVID-19.
18. **Additional school days:** If either party has an interest in scheduling make-up student instructional days, or if the state requires make-up student instructional days, the Parties will promptly meet and negotiate.
19. **Duration of Agreement:** This agreement shall remain in effect through December 31, 2020, or, whenever Los Angeles County schools are removed from the state's COVID-19 County Monitoring List and the District is authorized to resume in-person instruction, whichever is sooner.

IT IS SO AGREED:

Dated: August 4, 2020

FOR THE ASSOCIATION:



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Chapter #296



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California School Employees Association

FOR THE DISTRICT:



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