PROPOSAL FROM
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TAHOE TRUCKEE
CHAPTER NO. 383 TO THE TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
REGARDING RETURN IMPACTS AND EFFECTS ON THE CLASSIFIED
BARGAINING UNIT OF REOPENING THE DISTRICT POST SHELTER-IN-PLACE.

This memorandum is agreed between the Tahoe Truckee Unified School District (“District”) and the California School Employees Association and its Tahoe Truckee Chapter No. 383 (“CSEA”) concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

The District and CSEA (together “Parties”) 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. The Parties 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. The Parties further agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the Parties agree as follows:

1. Safety:

   a) Reporting Unsafe Conditions

   In the interest of protecting community and workplace health, and consistent with Article 8 of the Collective Bargaining Agreement and District Board Policy 4157, any employee 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, 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.

   All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe\(^1\), by notifying their supervisor in writing of such refusal and the basis therefore. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s). (OSHA regulations (29 CFR 1977.12(b)(2))

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\(^1\) “Reasonable,” in the context of COVID-19 would include circumstances that constitute a substantial departure from the safety provisions laid out in this MOU, and in COVID-19 related guidance from CDE and CDPH.
b) Health Guidelines

The District shall follow health guidelines and orders, including but not limited to:

Maintaining appropriate changes to physical layout to maintain physical distancing, when practicable where required social distancing is not possible:

i. One-way hallways;
ii. Barriers for food service;
iii. Barriers for administrative personnel who provide in-person services to the public daily;
iv. Limits on number of students in classrooms or other spaces;

c) Handwashing Stations

i. Multiple handwashing locations with (soap and water) and sufficient time for employees to wash their hands at least every hour will be made available.
ii. Employees will wash hands according to training and CDPH guidelines.

d) Sanitization Supplies

i. The provision of necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).

e) Social Distancing

i. The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited to implementing plans incorporating the following components:

1. Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance, where practicable, between individuals, or current CDC recommended distance.

2. To the extent possible, and as recommended by the CDC, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and educators or staff as much as possible.

3. In a circumstance where sufficient physical distancing is difficult or impossible, such as when students enter, ride, or exit a school bus in proximity to the bus driver and fellow students, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidance. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.
4. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.

5. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students.

f) Personal Protective Equipment (PPE)
   i. To comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. Should essential protective equipment be unavailable to perform regular duties, no employee will be directed to perform the duties notwithstanding not having the protective equipment.

   ii. Every District employee and student will be issued two (2) reusable cloth face coverings, with disposable face coverings being made available at every District School site.

   iii. The District shall implement a plan for ongoing supply of protective equipment.

   iv. The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings when deemed necessary according to Section 2 below.

   v. The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance.

   vi. The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, no-touch trash cans and paper towels.

   vii. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:

          1. For staff engaged in symptom screening:
             A. Coverings for nose and mouth, face shields and disposable gloves.
          2. For front office and food service staff:
             A. Face coverings and disposable gloves.
          3. For custodial staff:
             A. Surface cleaning
                i. Masks, gloves appropriate for all cleaning and disinfecting.
             B. Deep cleaning and disinfecting
i. Appropriate PPE for COVID-19 disinfection (coveralls, gloves, eye protection, and mask or respirator if required for specific chemical under use) in addition to PPE as required by product instructions.

viii. The District agrees to adopt the CDE recommendations as to access by parents, students and other persons not on school staff, which state, at a minimum, face coverings should be worn:
1. While waiting to enter the school campus.
2. While on school grounds (except when eating or drinking).
3. While leaving school.
4. While on a school bus.

ix. Charter School Co-locations

Update facility use agreements to address unique circumstances during the COVID-19 crisis, ensuring that organizations that are using the same facility have agreed to the same understandings about how to reopen in a healthy and safe way. Establish a protocol for responding to site concerns regarding health and safety issues that arise during the pandemic that is collaborative and meets the needs of all stakeholders.

2. Screening:
   i. Passive Screening: The District shall require that all students, employees and visitors follow protocols for self assessment and passive screening of symptoms associated with COVID-19 infection prior to entering school and district buildings.

   ii. Each school site shall maintain current levels of support of a registered School Nurse coverage for the safety and health of all students, staff, and visitors to the campus each day. TTUSD will ensure there is adequate staffing to meet requirements a-e.

      a) Develop health screening procedures for students, staff, and visitors on campus.

      b) Coordinate with the District and interface with County Public Health Departments

      c) Assess and monitor individuals that manifest symptoms associated with COVID-19
d) Initiate contact tracing and notification procedures in conjunction with the County Public Health Department and implement quarantine protocols.

e) Train all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.

iii. Temperature taking duties shall first be offered to nurses on staff, and then bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

3. Testing and Tracing:
   i. The District will participate in testing and contact tracing under the guidance of the County Department of Health when any on-site person(s) have tested positive for COVID-19.

   ii. The District shall notify bargaining unit employees who have been exposed to COVID-19 at work.

   iii. The District shall notify CSEA if a bargaining unit member has potentially been exposed to COVID-19 in the workplace.

   iv. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

4. Leave:
   i. Workers’ Compensation
      The District will comply with all regulations and directives from the state regarding workers compensation claims as it pertains to COVID-19.

   ii. COVID-Related Leave
      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 (i.e. family members who are uniquely vulnerable), the employee may use available leaves without fear of reprisal.

      The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as telework or negotiated change in classification or duties. The District will use a documented interactive process for such cases, and as swiftly as practicable. If reasonable accommodations are not practicable, the District should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee’s earned leave.
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. The District will provide such leaves and benefits as HR 6201 requires.

The parties acknowledge that these leaves will be available up until the expiration of HR 6201 leave protections on December 31, 2020, or through the date such leaves are extended through subsequent legislation.

Any employee who reports to work but is sent home due to exhibiting COVID-19 symptoms shall receive one day’s reporting pay for that day, prior to any leave being drawn from that employee’s leave banks. In order to qualify for this District-provided leave, the employee must have done their Home Screening Health Assessment prior to arriving at the worksite.

Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children.

iii. **Other forms of leave:**

i. For the duration of the 2020-21 school year the District shall provide a maximum of 10 COVID-19 leave days pro rated for FTE in the case of a documented COVID-19 health-related absence, to seek COVID-19 testing, diagnosis and/or treatment, and/or required quarantine due to school exposure. These days will not carry over beyond the 2020-2021 school year. This leave may only be used after any eligible FFCRA leave has been exhausted. If an absence is not COVID-19 health-related, accrued leave will be deducted.

1. In order for a unit member to take COVID-19 leave days for diagnosis and/or treatment for COVID-19 related symptoms, they must get tested as soon as possible. The District will provide a designated District testing site, at no cost to the unit member. This testing is intentional so that unit members with COVID-19 symptoms may take leave and slow the spread of COVID-19. Unit members electing to not get tested will be required to use their own leave.

ii. Employees who have engaged in the interactive process where no reasonable accommodations were identified, and have exhausted their accrued sick leave may request extended sick leave, for their own illness, consistent with Article 11.6 of the CBA.

iv. No loss of pay during COVID-19 related closures or curtailments: Consistent with CA SB 98, and the intentions of the State Legislature in preserving school funding, 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. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. The District shall retain its right to lay off positions not protected by CA SB 98 for genuine and imminent lack of funds, the elimination of short-term programs, or if operational needs outside of distance learning or COVID-related curtailments render certain work no longer needed.

v. 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 the epidemic.

5. Accommodation:
   i. The District explicitly acknowledges that the interactive process will be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

   ii. The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

       1. Providing additional or enhanced personal protective equipment (PPE);
       2. Placing physical barriers to separate the vulnerable employee from coworkers or the public;
       3. Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
       4. Moving the employee workstations;
       5. Allow for working from home when duties permit.

   iii. If reasonable accommodations are not practicable, the District will work with the employee to help them understand their options for leave, with a goal of helping the employee to preserve as much earned leave as possible.

   iv. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

6. Return Personnel Due to School Closure or Approved Tele-Work:

   i. District employees who are on paid status shall be subject to reporting to their worksite within two hours of a directive to return within their normal work hours.
ii. To the extent possible, the District and CSEA agree that CSEA bargaining-unit employees should work at their regularly assigned site for the 2020-2021 school year, unless the governor issues another shelter-in-place order for all citizens of California, or reassignment to new sites is necessary to preserve employment opportunities for classified workers.

iii. If the governor issues another shelter-in-place order, requiring the closure of public schools, the District agrees to allow all classified employees, whose job description reasonably permits, to telecommute.

iv. If working from home/telecommuting is assigned by the District rather than granted in response to a request from an employee, the District agrees to provide all classified employees working from home/telecommuting with all the equipment necessary to perform their assigned duties while telecommuting. If telecommuting is agreed upon as a resolution to the interactive process, it will be considered an assignment from the District.

v. While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available during their normal designated working hours, unless work hours are changed pursuant to Article 3.7.2 of the CBA then the employee shall be available during the hours as newly assigned.

vi. The District agrees that District Administrators/Managers/Supervisors shall avoid contacting CSEA bargaining-unit employees outside of their designated working hours. No discipline shall be administered for not answering communications during non-working hours.

vii. While CSEA bargaining-unit employees are expected to be working and available during their normal designated working hours, no CSEA bargaining-unit employee will be expected to immediately answer every phone call or email received. However, CSEA bargaining-unit employees are expected to return phone calls and emails received within a reasonable amount of time (approximately 1 hour, not counting weekends or holidays, if not engaged in work activities that preclude such a response time).

7. Workload and Staffing Ratios:

i. The intention of the District is to address pervasive increases in workload through hiring or transferring personnel, and to address day-to-day increases in workload by offering overtime opportunities to employees. Supervisors will solicit input from employees concerning perceived increases in workload in order to address them appropriately.
8. Workdays and Work Hours:
   i. To the full extent possible, the District will preserve the number of calendared workdays customary to each position.
   ii. Recognizing that the unusual circumstances precipitated by COVID-19 and changes to education and family schedules, employees and supervisors will work collaboratively to develop schedules that are flexible in ways that meet the needs of both the District and employees, preserve full pay for employees, are predictable and reliable, and do not unduly lengthen the workday through split shifts. This flexibility shall not be understood as a waiver of CSEA’s right to negotiate over changes to hours and working conditions.
   iii. The process for identifying needs and repurposing CSEA employee job responsibilities to best support the needs of students will be as follows:
       a. Identify needs in the District for support of student learning
       b. Identify job classifications that, during distance learning, whose regular job responsibilities can be repurposed to support student learning
       c. Work collaboratively with site/department administration and employees, whose job responsibilities are being repurposed, to match skills and needs as best possible.
       d. Provide training, support and clarity of new job responsibilities to employees whose job responsibilities have been repurposed.
       e. Compensation for working out of class will follow Article 15.10 of the CBA.
       f. Employees whose typical duties or schedules have thus been changed are invited to address concerns, either professional or personal, that arise from these changes in writing with their supervisor. The District will genuinely consider further adjustment to keep new assignments as agreeable to all stakeholders as possible. An employee with such concerns may have CSEA representation in such discussions.

9. TK-5 Child Care:
The District will provide no-cost child care options for TTUSD staff for elementary school age children enrolled in TTUSD, grades TK-5. This child care will be in place for off-campus days when hybrid learning is in session.

10. Duties:
   i. The District shall maintain specific plans on how to follow CDC and County Office guidelines with current staffing levels or added positions.
ii. The District and CSEA acknowledge that California Education Code §45101(a) and §88001(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 temporarily perform duties not currently contained within their current job description. These duties should be reasonably related to a classified employee’s regular duties, with substantial departures being subject to negotiation. Performance of duties outside of an employee’s job description will not be subject to formal evaluation or discipline. Violations of non-performance related policy will remain subject to discipline.

iii. The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics, as applicable to a particular classification, work assignment or worksite:

1. Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPH guidance and Cal/OSHA regulations.
2. For staff who use hazardous chemicals for cleaning, specialized training is required.
3. Physical distancing of staff and students.
4. Symptom screening, including temperature checks.
5. Updates to the Injury and Illness Prevention Plan (IIPP).

11. Information and Further Negotiation: The District will share any new, formal guidance from local health authorities with CSEA about COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

12. 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 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.

13. Duration of Agreement: This agreement shall remain in effect until the full reopening of school without restriction or June 30, 2021, whichever is sooner.

14. Violations of this Agreement/ Expedited and Binding Arbitration: Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article 18 of the CBA, except as follows:
• The definition of a grievant: Only CSEA can be the grievant, not an employee.
• The definition of a grievance: A “grievance” does not require CSEA to be “adversely affected” in order for a grievance to be filed regarding an alleged violation, misapplication or misinterpretation of a provision of this Agreement.
• After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to the final step of the grievance process.
• CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this MOU is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District.
• Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the District.
• The Arbitrator’s decision on any grievance filed on an alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be final and binding upon CSEA and the District.

CSEA:

Signature on File at the District Office
Malissa Cruz, CSEA President
Date: ____________________

Signature on File at the District Office
Jeff Otter, CSEA Labor Representative
Date: ____________________

District:

Signature on File at the District Office
Carmen Ghysels, Superintendent CLO
Date: ____________________

Signature on File at the District Office
Joan Zappettini, Director of Human Resource
Date: ____________________