

**SIDE LETTER AGREEMENT BETWEEN
WOODLAND JOINT UNIFIED SCHOOL DISTRICT AND CSEA, CHAPTER 118
REGARDING COVID-19 RESPONSE**

This side letter agreement is entered into between **Woodland Joint Unified School District** and the California School Employees Association and its Chapter 118 (together "CSEA") concerning the District's response to the (COVID-19) epidemic. On March 5, 2020, Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization official declared the COVID-19 outbreak a pandemic.

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 are committed to following prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. The District and CSEA acknowledge that precautions must be taken to identify potential exposure and prevent the spread of the virus. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic to the extent possible.

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

- 1) This side letter agreement is effective March 16, 2020 through March 27, 2020. The District and CSEA mutually agree to meet and bargain future issues related to the response to the COVID-19 outbreak.
- 2) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees or students and at which campus or worksite said infection was found.
- 3) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent supplies are available. CSEA will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the federal, states and local Departments of Public Health. Employees shall continue to perform their assigned work absent reasonable fears that such work poses a risk to health or safety.
- 4) In the event CSEA bargaining unit employees are required to report to work during closures and during the term of this agreement, each shall receive not less than 1-1/2 times their standard rate of pay. This time will be paid by a timesheet and processed by Payroll in the same timeline as other timesheet pay however, the timing of payroll processing may be affected by operational disruptions due to COVID-19. The District will communicate with CSEA should disruptions or delays occur.

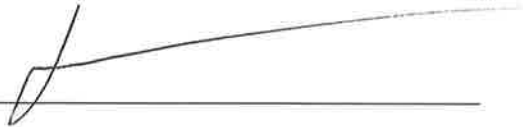
- 5) In the event a CSEA bargaining-unit employee is exposed to COVID-19, or is taken ill with COVID-19, or who belongs to populations deemed by the State as uniquely vulnerable to the effects of the virus, or who lives with a family member who belongs to the populations deemed by the State as uniquely vulnerable to the effects of the virus, or who is unable to work due to child care issues related to the COVID-19 outbreak and in conformity with Labor Code section 230.8, for the duration of this agreement, the bargaining unit employee shall not have a loss to individual leaves or pay. An exception to this would be an employee already on a documented leave of absence that was in place or communicated to the District prior to the COVID-19 outbreak and the District's response to the outbreak. In this situation, the employee would have the appropriate leave recorded for the period of this agreement CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.
- 6) In the event any District facility must be closed, or any District operations are curtailed due to the COVID-19 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 COVID-19-related reduction in use of District facilities unless the employee was excused from work prior to the outbreak as detailed above in item (5). 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. This paragraph will apply through the period of this agreement.
- 7) In the event a CSEA bargaining unit employee is required to report to work during the period of this agreement but cannot report to work due to the reasons listed in item 5, the employee will remain unavailable for a 2-week period (10 business days) from the date they are unable to work. An exception to this will be made for a CSEA bargaining unit employee that could not report due to childcare issues but who may find childcare during the period of this agreement and therefore be available to work. In this situation, the employee could return and be eligible for the compensation outlined in this agreement.
- 8) Should the District close any schools to address COVID-19, 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 epidemic.
- 9) In-the event the District seeks to add additional school days to this school year or next year or seek other measures to add additional instructional minutes, the District and CSEA agree to meet and bargain regarding the implementation.
- 10) This agreement is subject to the grievance procedure under Article 6 in the Collective Bargaining Agreement.

Dated: 3/18/2020

By: 

For District

Dated: 3/18/20

By: 

Dated: 3/18/20

By: 

For California School Employees Association