

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

This Side Letter Agreement (“Agreement”) is entered into between the Woodland Joint Unified School District (“District”) and the California School Employees Association Chapter 118 (“CSEA”) concerning the Parties’ mutual understanding as to their arrangement during the COVID-19 (COVID-19) pandemic. Specifically, 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 officially 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 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 COVID-19. Care should be taken to prevent the spread of the disease. Consistent with maintaining the fiscal integrity of District, the Parties agree that reasonable continuity of District operations should be maintained and reasonable arrangements made for District employees who are impacted by the pandemic.

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

- 1) This Agreement is effective March 28, 2020 up to the period when schools are reopened in the 2019-2020 school year OR June 30, 2020; whichever is earlier. The District and CSEA mutually agree to meet and bargain future issues related to the response to the COVID-19 pandemic.
- 2) The District will inform CSEA as soon as practicable should it learn of any District employees or students testing positive for COVID-19 and at which campus or worksite the employee works or student attends. It is understood that privacy rights under HIPAA and CMIA will be maintained.
- 3) The District will provide information on public hygiene and sanitation to help minimize 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 such supplies are available. 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. Unit members shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to their health or safety.
- 4) During any District school closure or curtailment of operations, and to remain in paid status, unit members shall 1) perform essential duties on site, or 2) work remotely to the extent possible under the circumstances of this emergency, or 3) be available and subject to direction by the District during their normal scheduled workday. In the event an employee, in an “available” status not currently performing essential duties remotely or

onsite, is required to report to work, the District will make every effort to provide a 24-hour notice to the employee of the need to report to work. The District and CSEA agree that this is a reasonable practice that may be dependent on a number of factors including the urgency of operational needs.

- 5) To remain in paid status, CSEA unit members shall 1) perform essential duties on site, or 2) work remotely to the extent possible under the circumstances of this emergency, or 3) be available and subject to direction by the District during their normal scheduled workday. In the event a CSEA unit member is unavailable to work remotely, perform their essential duties on site or is unavailable during their normal scheduled work day, whether for partial day or whole day, the member may use applicable leave provisions consistent with the collective bargaining agreement and any applicable leave mandated by state or federal law including HR 6201, "Families First Coronavirus Response Act". Depending on the reason for unavailability, the District may require verification of the need for leave from a health care provider, which includes a licensed doctor of medicine, nurse practitioner, or other health care provider permitted to issue a certification for purposes of the Family Medical Leave Act. Similarly, those employees with medical proof of exposure to persons infected by the virus should it be detected among students or staff at a facility will be granted leave as liberally as lawfully possible.
- 6) In the event any District facility is closed, or any District operations are curtailed due to the COVID-19 pandemic, CSEA unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment, but shall continue in paid status while performing work duties remotely to the extent possible under the circumstances of this emergency. Decisions to allow work to be performed remotely will be made based on the essential functions of the particular position and operational need. The District and CSEA agree that during this period of emergency only, unit members may volunteer to perform general tasks outside of their normal work duties to assist the District in maintaining the continuity of operations, as needed.
- 7) **This provision will remain in effect from March 28, 2020 through the length of this agreement as defined in item (1) above:** Only those unit members as described in Exhibit A, attached hereto and incorporated by reference, and performing essential duties while remaining on site shall be paid **8%** higher than their regular rate of pay for each hour performing essential duties at a District location. This pay will be processed as a "pay differential" similar to working out of class pay calculation where the difference between their regular rate of pay and the pay equal to their regular rate of pay **plus** the 8% will be paid by a timesheet. The employee will report all hours worked on a timesheet so that the differential pay can be applied to these hours. The timesheet will be 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 that impact the processing of these timesheets.
- 8) **This provision will remain in effect from March 28, 2020 through the length of this agreement as defined in item (1) above,** unit members required to perform work on site

and in-person with the public, shall be paid **8%** higher than their regular rate of pay for each hour performing these duties as describe. This pay will be processed as a “pay differential” similar to working out of class pay calculation where the difference between their regular rate of pay and the pay equal to their regular rate of pay **plus** the 8% will be paid by a timesheet. The employee will report all hours worked on a timesheet so that the differential pay can be applied to these hours. The timesheet will be 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 that impact the processing of these timesheets.

- 9) From March 28, 2020 through June 5, 2020, should any employee volunteer to work during days identified in their work calendar as “non-work days”, each shall receive not less than 1-1/2 times their standard rate of pay. Initially, volunteer assignments will be distributed based on seniority of those that have volunteered and thereafter distributed as needed. 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.
- 10) 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 and any amendments or subsequent Executive Orders. 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 COVID-19 pandemic.
- 11) 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 the effects and impacts of the implementation on the unit.
- 12) The District shall make reasonable efforts to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by COVID-19 school closure consistent with Labor Code section 230.8
- 13) The Parties acknowledge and agree that nothing herein limits the District’s authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, policies, and administrative regulations.
- 14) Should the District enter into an agreement with WEA where the leave provisions for the remaining period of the 2019-2020 school closures are expanded more than what is defined in this agreement, the District and CSEA will meet and confer on that item.

15) The Parties agree that due to the short term of this MOU and rapidly changing employment environment due to COVID-19, this MOU shall not be subject to the grievance procedure in Article 6 of the collective bargaining agreement. Rather, the parties agree that during the term of this MOU, any concerns involving compliance with or implementation of this MOU, shall be mutually addressed by the parties through the negotiation process to be held within three (3) business days of such issue being presented to the other party in writing. The parties intend to address such issues, if any, expeditiously under the circumstances within the preceding timeframe.

16) This Agreement shall not be precedent setting nor form any basis for a past practice.

Dated: 4/4/2020

By: Leanee Medina Estrada

For District

Dated: 4/5/20

By: 

Dated: 4/5/20

By: Elizabeth Niño

For California School Employees Association

**EXHIBIT A**

**WJUSD LIST OF CSEA POSITIONS ELIGIBLE FOR PAY ADJUSTMENT  
OUTLINED IN ITEM 7 OF THE SIDE LETTER AGREEMENT**

Nutrition Services including Warehouse Classifications (non-clerical)  
Maintenance, Operations and Grounds  
Custodial  
Transportation including Warehouse Classifications (non-clerical)