

MEMORANDUM OF UNDERSTANDING (COVID-19)

This Memorandum of Understanding ("MOU") is entered into by and between the [REDACTED] **SCHOOL DISTRICT** ("District") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER # [REDACTED]** (the "Association"). The District and Association are hereinafter collectively referred to as "the Parties." The Parties have entered into this MOU to reflect the agreements reached regarding the response to the coronavirus (COVID-19) pandemic. Upon full execution, this MOU shall remain in effect for the duration of the school closure.

The 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 classified staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The Parties agree that continuity of operations should be maintained and provisions made for District employees who are impacted by the COVID-19 pandemic.

The Association enters into this MOU on its own behalf as well as on behalf of classified employees who are members of the bargaining unit represented by the Association in its role as the Exclusive Representative.

RECITALS

The Parties negotiated a Collective Bargaining Agreement ("CBA") effective **July 1, 2018 through June 30, 2021**. The effects of the COVID-19 pandemic are a matter the Parties wish to address through this MOU.

Therefore, the Parties agree as follows:

TERMS:

1. The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take all measures available 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). The Parties recognize that there have been severe shortages throughout California of supplies for hygiene and sanitation recommended by Public Health officials but will make all reasonable efforts to provide appropriate supplies.

2. Association unit members are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
3. In the event an Association unit member is exposed to COVID-19, or is taken ill with COVID-19, sick leave policies will be construed to encourage such employee not to infect others by coming to work. Similarly, those employees with medical proof of susceptibility to the virus, should it be detected among students or staff at a facility, will be granted leave when consistent with District operational needs. The Association will notify its members of the District's commitments and will not encourage its members to take leave unless there is actually a medical reason to do so.
4. In the event of a State or local government mandated closure of any District facility or operation due to the COVID-19 pandemic, Association 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 there is a State or local government mandated closure or curtailment of services, Association bargaining unit members may be assigned alternate work locations and/or schedules.
5. During a student attendance closure, Association unit members will be required to report to work as assigned unless otherwise instructed. If not required to report to work, Association unit members must be reachable at all times during their regular work hours, abstain from alcohol or other substances, and report to work within one hour of notification to perform assigned duties as needed. Employees who are ill will be required to use paid sick leave during a student attendance closure.
6. During a student attendance closure, pre-approved sick leave shall continue to be used as originally planned and the Association unit member will not be expected to be available to work. This paragraph will apply for up to one month from the date of any such closure or curtailment of services. In the event the student attendance closure or curtailment seems likely to last more than one month, the Parties will meet and bargain the effects.
7. The Association will support efforts to maintain funding pursuant to Education Code sections 41422 and 46392 in the event of a closure of any District facility due to COVID-19 pandemic.
8. The District may be required to add additional school days to this school year or alter the regular school day to increase instructional minutes. Additional work beyond the 2019-2020 Classified Work Calendar will be compensated the same as during the regular school year.

9. The District shall respond to requests by Association unit members who are parents in conformity with the Labor Code, Education Code, Board Policies/Administrative Regulations, and the CBA.

10. The Parties agree that all current adopted leave policies will remain in full effect during the duration of the COVID-19 pandemic. The following special circumstances shall be in effect during the duration of the pandemic:

a. Association unit members who may be at high-risk during this pandemic may provide the appropriate medical documentation to request a leave during the pandemic when asymptomatic, in which case an interactive process meeting will be conducted to determine any reasonable accommodations that may be implemented.

b. Association unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall self-quarantine for 14 calendar days to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. Association unit members shall use all available sick leave during an exposure self-quarantine.

c. An Association unit member shall use all available sick leave in the event a leave is approved as a result of the employee's official quarantine as issued by Public Health. The Association unit member shall be placed on fully-paid administrative leave for the duration of an official quarantine if issued by Public Health and after exhaustion of all sick leave.

d. Notwithstanding the foregoing, the Parties agree to permit use of any additional paid leave provided by federal or state government during the pendency of the declared COVID-19 national and state emergency.

e. During a student attendance closure an Association unit member who is unable to report to work due to childcare issues will be allowed to use available Sick Leave, Vacation, Compensatory Time, and Other Entitlement.

f. Association unit members 65 years of age or older, or who are at higher risk due to serious chronic medical condition, during the COVID-19 pandemic, may self-isolate and remain in paid status. The District may require that such employees work from home.

11. Any approved remote work shall be at the discretion of the District using an adopted standard with an emphasis on equity, health, and safety in the workplace, aligned with any mandates from Public Health for social distancing. The District may develop a social distancing policy and mandate some unit members to engage in

remote work with alternate work in lieu of the regularly assigned tasks in positions where the District determines it is feasible and appropriate.

12. The District may send home an Association unit member who exhibits symptoms consistent with the COVID-19 virus as defined by Public Health (e.g. fever, cough, and difficulty breathing). An employee sent home by the District will use any available paid leaves for the duration of the active symptoms. Unit members shall not return to work until asymptomatic or unless the unit member provides a medical note clearing the unit member to return to work.

13. Pursuant to the CDC's recommendation, those exposed to the COVID-19 may self-quarantine and not see a doctor unless their condition worsens, requiring medical care. The District shall allow flexibility so unit members who are ill, or caring for ill family members, do not need to leave their homes to acquire or present doctors' notes and potentially infect others. Association unit members will be allowed to use available Sick Leave, Vacation, Compensatory Time, and Other Entitlement during such absence.

14. The District shall submit a "J-13A," and/or any other waiver for which the District may be eligible, to the California Department of Education ("CDE") to mitigate the loss of ADA funding. In the event the state of California imposes alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations on the impacts.

15. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with federal or state mandates.

16. The Parties agree that this MOU fully addresses all concerns over the subject matter addressed herein.

17. This is a non-precedent setting agreement.

RATIFIED

By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or Association as the proper parties to this MOU, that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law. This MOU is subject to Board approval.

FOR THE DISTRICT:

March __, 2020

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Superintendent

FOR THE ASSOCIATION:

March __, 2020

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Chapter President

Andrea Juarez
CSEA LRR