

**PROPOSED MEMORANDUM OF UNDERSTANDING**

**By and Between**

**La Mesa-Spring Valley Schools (District)**

**and**

**California School Employees Association**

**and its La Mesa-Spring Valley Chapter 419 (CSEA)**

**CORONAVIRUS RESPONSE**

**May 1, 2020**

This memorandum is agreed between **La Mesa-Spring Valley School District** (“District”) and the California School Employees Association and its La Mesa-Spring Valley Chapter 419 (together “CSEA”), concerning the District’s response to the coronavirus (COVID-19) epidemic.

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 coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. 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 these ends, the District and CSEA agree as follows:

- 1) **Sharing of information about spread of illness:** In accordance with current health orders, the District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of a District employee or student, if that person had contact with a District employee or student within the past 14 days, and at which campus or worksite the contact likely occurred.
- 2) **Training and implementation of public health measures:** The District will provide training to its employees in the public health measures recommended by health officials, in the areas of 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), subject to the availability of supplies due to national shortages. The District shall make available to all employees the protective equipment health officials deem necessary to complete assigned tasks (such as masks and gloves), subject to the availability of supplies due to national shortages. CSEA will cooperate with the District in any necessary public health actions, such as contact-tracing of infected individuals.
- 3) **Compensation During School Closures:** During the current COVID-19 physical school closure, the compensation and benefits of the unit members who are not otherwise on leave and are released to work from home or be on call shall not be reduced. The District will

continue to work with employees to accommodate those who are subject to hardship due to the pandemic and associated school closures (such as underlying health conditions, mental health issues, and/or childcare issues).

In recognition of the fact that many gave up their spring break to serve meals to families in need, CN workers shall accrue one vacation day for each full day worked from March 30 through April 10, 2020 (pro-rated for less than an 8-hour day), up to a maximum of five (5) vacation days. The accrued vacation may be taken with prior approval by their immediate supervisor during the 2020-2021 school year.

In the event the District receives new federal or state funding restricted for the purpose of providing additional pay (i.e. pay above an employee's regular salary) for work performed by essential workers during the school closures, the parties agree to promptly meet and negotiate compensation in accordance with applicable funding guidelines.

- 4) **Expectations at home:** All bargaining unit members not required to report to work and not using leave time are expected to be available during their normal work hours and are expected to check their work email and voicemail periodically throughout the day during the closure, whether they perform essential functions or not. Employees are directed not to use an out-of-office message unless they are unavailable to work due to an approved absence request.
- 5) **Working remotely:** Where possible, attempts will be made to promote working remotely or telecommuting. When working remotely, unit members may elect to use their own computer or mobile device, or the district will provide a device for use at home. If needed, VPN access may be provided, where appropriate, for unit members to access District applications remotely (such as PeopleSoft).
- 6) **Availability of CN extra work assignments:** The parties agree that opportunities for extra time at meal distribution sites during school closures due to COVID-19 shall first be offered to appropriately qualified Child Nutrition employees that have been consistently working at the meal distribution sites during the school closures. If needed, additional assignments shall be made according to seniority. If no CN employee accepts the assignment, then it shall be offered to appropriately qualified permanent LMSV classified employees.
- 7) **Leaves due to COVID-19 related events:** 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 member who is deemed by the State as uniquely vulnerable**), the employee may use available leaves without fear of reprisal.

**HR 6201:** 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. Specifically, HR 6201 provides as follows, effective 4/2/20:

- a. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
  - i. a federal, state, or local quarantine or isolation order related to COVID-19;
  - ii. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
  - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- b. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
  - i. The employee is caring for an individual subject to an order or advised to self-isolate;
  - ii. The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
  - iii. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees, except it shall not be available to school police officers due to an exemption in the new law.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.

The parties acknowledge that these changes apply to District employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

- 8) **Other forms of leave:** Employees who have exhausted accrued sick leave may use extended sick leave. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay. Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children.
- 9) **No loss of pay during COVID-19 related closures or curtailments:** In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining unit employees who are not otherwise on leave and are released to work from home or be on call, 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 released to work from home or be on call due to coronavirus-related reduction in use of District facilities. Employees who are released to work from home or be on call will not be required to use paid sick leave or any other form of paid time off during this time. **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.

10) **Additional school days:** In the event the District seeks to add additional school days to this school year or next year, the District will seek to staff such additional days first by offering the work to unit members by order of seniority. Such work shall be compensated at least the same as during the regular school year. Before requiring any employee provide additional service on an involuntary basis, the District will negotiate further with CSEA.

11) **Duration of Agreement:** This agreement shall remain in effect through December 31, 2020.

12) **Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

13) **Compliance with further government orders:** The parties recognize that the COVID-19 is evolving and so is the governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of the bargaining unit employees and will bargain as needed over the effects of such further directives. District and CSEA agree to follow the guidance from health officials.

Dated: 5/4/2020

By:   
Tina L. Sardina, Asst. Supt., Human Resources  
For District

Dated: 5/4/2020

By:   
Ahmad Swinton, CSEA President  
For CSEA

Dated: May 4, 2020

By:   
Dan Ortiz, CSEA Labor Relations Representative  
For CSEA