

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LA MESA SPRING
VALLEY CHAPTER 419
AND
LA MESA-SPRING VALLEY SCHOOLS
REOPENING OF SCHOOL 2020-2021**

This Memorandum of Understanding (hereinafter, “MOU”) is entered by and between the La Mesa-Spring Valley Schools (hereinafter, “District”) and the California School Employees Association and its La Mesa-Spring Valley Chapter #419 (hereinafter, “CSEA”)

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. The District and CSEA also acknowledge that the District’s operations are in a fluid state given the uncertainties related to COVID-19. At this time, the District and CSEA anticipate four potential scenarios during the 2020-21 school year: (1) online learning, (2) hybrid instruction, (3) traditional in-person instruction, and (4) a return to school closures similar to those implemented in March, 2020. The District expects to commence the 2020-21 school year through online learning. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

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

Reopening and Closure MOUs

On May 4, 2020, the Parties executed a closure MOU intended to address concerns related to school closures through December 31, 2020. The Parties execute this reopening MOU for purposes related to school reopening, including online learning, hybrid instruction, and traditional in-person instruction. The terms of this reopening MOU shall remain in full force and effect through June 30, 2021. The Parties will implement the terms of this MOU rather than the closure MOU during online learning, hybrid instruction, and in-person instruction. However, in the event the Parties return to school closure on or before December 31, 2020, in the same manner schools closed in March, 2020, (and without online learning), the Parties will implement the terms of the May 4, 2020 closure MOU until December 31, 2020, or until such time that schools reopen, including through online learning, whichever comes first.

Safety

The District shall follow the applicable health guidelines set forth in the COVID-19 Industry Guidance: Schools and School-Based Programs issued by the California Department of Public

Health (“CDPH”) and the applicable guidelines established by San Diego County Public Health.

The CDPH’s COVID-19 Industry Guidance: Schools and School-Based Programs may be accessed at: <https://files.covid19.ca.gov/pdf/guidance-schools.pdf>.

Leave

Workers’ Compensation

The District shall process worker’s compensation claims according to the San Diego County Schools Risk Management JPA protocols.

COVID-Related Leave

The District agrees to work with an employee, as required by law and the collective bargaining agreement, for taking time needed to comply with a medical professional’s recommendations, including to self-quarantine, secure one’s own health, or secure the health of one’s household during the COVID-19 crisis.

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 for which they are eligible, without fear of reprisal.

Subject to Executive Orders, current law, regulations and guidance, the employee may access leave under the Families First Coronavirus Response Act (“HR 6201”) to comply with a medical professional’s recommendations, including to self-quarantine, secure one’s own health, or secure the health of one’s household during the COVID-19 crisis.

Employees with dependent-care needs may access leave pursuant to HR 6201.

When an employee is not permitted to work due to safety screening (e.g., high temperature or positive report of key symptom), the employee may access leave under HR 6201 and/or the collective bargaining agreement.

The District agrees to reasonably accommodate, as required under the Americans with Disabilities Act, support staff who are at higher risk for severe illness (medical conditions that the CDPH says may have increased risks) through the interactive process which may include, among other things, options such as telework or negotiated change in classification or duties. The District may work with the employee to develop a paid and/or unpaid flexible leave plan through the interactive process if that leave plan would be an appropriate and reasonable accommodation under the Americans with Disabilities Act.

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, became effective 4/2/20, and ends on 12/31/20:

- 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. The employee is subject to 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.

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.

Any employee who reports to work but is sent home due to coronavirus screening shall receive one hour reporting pay for that day, prior to any leave being drawn from that employee's leave banks.

Employees may use leave authorized under HR 6201 to address a childcare provider or school emergency affecting their children.

- 1) **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 may access leave under the collective bargaining agreement and the law, including leave that may be offered as a reasonable accommodation through the interactive process, as required under the Americans with Disabilities Act.

- 2) **No loss of pay during emergency COVID-19 related closures or curtailments:** In the event any District facility must close, 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. The District may assign those employees to work in other classifications for which they are qualified in accordance with this MOU. 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. Nothing in this MOU limits or affects (1) any employee's obligation to perform work remotely in the event the District deems such work may be performed away from the worksite and/or (2) any terms and conditions described in Article 18 of the collective bargaining agreement.

All bargaining unit members not required to work and not using leave time are expected to be available during their normal work hours and are expected to regularly monitor their work email and voicemail periodically throughout the day during the closure or curtailment, whether they are performing 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.

- 3) **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 pandemic.

Accommodation

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

The District agrees to reasonably accommodate support staff who are at higher risk for severe illness as required under the Americans with Disabilities Act by providing options such as telework or negotiated change in classification or duties.

The District agrees to initiate the interactive process for employees whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19.

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

- Providing additional or enhanced personal protective equipment (PPE);
- Placing physical barriers to separate the vulnerable employee from coworkers or the public;
- Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
- Moving the employee workstations;
- and any other reasonable accommodations required under the Americans with Disabilities Act.

Workload and Staffing Ratios

The District and CSEA agree to set up a committee to address anticipated increased workload concerns to accommodate CDPH and San Diego County Public Health guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedule, added bus routes, increased extended care enrollment).

Work Hours

In the event work schedules are impacted, the parties agree to meet and further negotiate any proposed changes to bargaining unit work hours.

Duties

The District shall maintain specific plans on how to follow CDPH and County Office guidelines with current staffing levels or added positions.

The District and CSEA acknowledge that California Education Code §45101(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 agree that some CSEA bargaining unit positions may be impacted and may be asked to perform duties not currently contained within their current job description.

Members shall have proper training and the appropriate safety measures in place when required to perform the duties not currently contained in their job description. Unit members will be assigned duties in a position for which they are qualified and have the ability to safely perform, with or without reasonable accommodations.

Examples of additional duties that may be required include, but not limited to:

- Para Educators positions being asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
- Campus Attendants and Office Staff positions being asked to perform temperature checks on staff or visitors.
- Any CSEA bargaining unit position being asked to help with the distribution of lunch and/or other meals for students.

Employees who perform duties not currently contained within their job description shall continue to receive the hourly rate associated with their regular classification so long as that rate is equal to or greater than the hourly rate of the classification that typically performs those duties. If the employee's regular hourly rate is lower than the hourly rate of the classification that typically performs those duties, the employee shall receive pay in accordance with all terms and conditions described in Article 6.5 of the collective bargaining agreement.

The District and CSEA agree the assigned duties will be a temporary solution to the current pandemic need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent-setting for either party. All temporary transfer of duties shall be negotiated.

Training

The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:

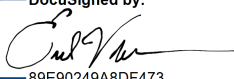
- Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPH guidance and Cal/OSHA regulations.
- For staff who use hazardous chemicals for cleaning, specialized training is required.
- Physical distancing of staff and students.
- Symptom screening, including temperature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

The MOU is being entered solely under context and circumstances of the COVID-19 Pandemic and is non precedent-setting and at no time does CSEA waive rights to EERA.

Provisions of this MOU will be effective upon ratification of both Parties' internal process. The Parties agree to meet prior to this MOU's expiration date of June 30, 2021, in the event an extension of the provisions of this MOU is needed. The Parties recognize that 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. In the event the District implements a learning model other than those contemplated by this MOU, the Parties will reconvene negotiations regarding, among other things, revisions to the terms of this MOU.

FOR THE DISTRICT:

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