

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND
ITS LA MESA-SPRING VALLEY CHAPTER 419,
AND
LA MESA-SPRING VALLEY SCHOOLS
REGARDING IMPACTS/EFFECTS ON THE BARGAINING UNIT**

This Memorandum of Understanding Agreement (“MOU”) is agreed between La Mesa-Spring Valley Schools (“District”) and the California School Employees Association and its La Mesa-Spring Valley Chapter 419 (together “CSEA”) concerning the impacts and effects of changes in federal law under COVID-19 pandemic conditions.

The District and CSEA recognize that the coronavirus-specific leave provided by the Families First Coronavirus Response Act (“FFCRA”) has not been renewed by Congress, and that those legal provisions expired on December 31, 2020; yet the coronavirus pandemic continues. The parties recognize the importance of preventing the spread of coronavirus within the workplace, and that it is essential that employees be able to self-isolate in cases of suspected exposure. The parties also recognize that employees may have heightened responsibilities as essential workers. Therefore, the parties agree as follows:

1. The term of this MOU will extend from January 1, 2021, until: (1) the lifting of the statewide State of Emergency declared on March 4, 2020, in response to the coronavirus outbreak; (2) prior to the end of the pandemic, the effectuation of new law providing for greater paid coronavirus leave, either at the state or federal level; or (3) June 30, 2021, whichever comes first. Should such new law be enacted, either party may demand bargaining over its effects and over the orderly termination or modification of this agreement.
2. The District will provide paid leave similar to that provided by the FFCRA as follows:
 - a. 80 hours of paid 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:
 - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.

The leave described in this paragraph 2.a. is part of, and not in addition to, the leave described in paragraph 2.b. below.

- b. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay up to \$200 per day and \$2,000 total if:
 - The employee is caring for an individual subject to an order or advised to self-isolate;

- 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
- 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 leave described in this paragraph 2.b. is part of, and not in addition to, the leave described in paragraph 2.a. above.

3. 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.
4. Unit members who exhausted their 80 hours of leave under the FFCRA prior to December 31, 2020, are entitled to no additional leave pursuant to this MOU. Unit members who accessed part of their 80 hours of leave under the FFCRA prior to December 31, 2020, are entitled to the remaining portion of that 80 hours of leave through termination of this MOU. Unit members who accessed none of their 80 hours of leave under the FFCRA are entitled to the full 80 hours of leave through termination of this MOU.

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Ahmad Swinton

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Dated: 3/8/2021

Ahmad Swinton, President, CSEA Chapter 419

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Daniel A Ortiz

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Dated: 3/10/2021

Dan Ortiz, Labor Relations Representative

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