


**MEMORANDUM OF UNDERSTANDING BETWEEN LA MESA-SPRING VALLEY SCHOOLS AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS CHAPTER 419, 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 bargaining unit member extra-duty assignments during the COVID 19 pandemic.

The District and CSEA recognize that, in order to ensure safety in the workplace and address other COVID-19 related concerns, it has become necessary for certain classified employees to serve in extra-duty assignments for all or a portion of the remainder of the 2020-21 school year. Therefore, the parties agree as follows:

1. This MOU will commence on May 14, 2021, and terminate at 11:59 pm on June 30, 2021.
2. The District may require classified employees to perform work beyond their regularly-scheduled and contracted time in accordance with the terms described in Article 7.3 of the collective bargaining agreement and this MOU. If a unit member is assigned to perform work beyond their regular schedule for fifteen (15) minutes or more for a period of twenty (20) consecutive working days or more, that unit member’s fringe benefits shall be properly prorated to account for the additional time worked beyond their regularly-scheduled time as described in Article 7.3. However, during the term of this MOU, unit members who perform work beyond their regular contracted schedule for fifteen (15) minutes or more for a period of twenty (20) consecutive working days shall not have their regular schedule and contracted hours adjusted upward to include that additional time. Rather, those unit members’ schedules shall remain consistent with their regular contracted schedules prior to the date of execution of this MOU. In addition, time worked beyond any unit member’s regularly contracted schedule during the term of this MOU shall not be considered for purposes of determining any unit member’s eligibility for health and welfare benefits.
3. This MOU is not precedent setting and establishes no past practice. With the exception of the changes described herein, all terms of the collective bargaining agreement and currently effective memoranda of understanding and side letters remain in full force and effect. The District and CSEA have completed negotiations concerning the terms described herein.

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Ahmad Swinton  
Chapter President 419

Dated: 5/14/2021

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*Daniel A Ortiz*

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Dated: 5/18/2021

Dan Ortiz  
Labor Relations Representative

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*Ernesto D Villanueva*

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Dated: 5/14/2021

Ernesto D. Villanueva, Ed.D.  
Assistant Superintendent of Human Resources