

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 206
AND
NATIONAL SCHOOL DISTRICT

REOPENING SCHOOL SITES, 2020-2021
July 29, 2020

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the National School District (hereinafter, "District") and the California School Employees Association and its Chapter #206 (hereinafter, "CSEA") regarding the negotiated effects of the District's decision to safely reopen school sites and educate students in the 2020-21 school year, in compliance with state and local health and safety guidelines.

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. The parties recognize the importance of developing and implementing prudent measures to prevent District employees, students and visitors from being exposed to or infected with COVID-19, as recommended or mandated by state and local health authorities. The parties recognize that the decision to reopen school sites in the 2020-21 school year, in compliance with local and state health guidelines, has various negotiable impacts and effects on classified unit members and that this MOU is intended to address those impacts and effects.

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

Safety

In addition to the safety requirements already set forth in the parties' collective bargaining agreement and required by state and federal laws, the District shall adhere to applicable COVID-19 guidelines issued by the California Department of Public Health ("CDPH"), including the documents titled *COVID-19 Industry Guidance: Schools and School Based Programs* and *Guidance for the Use of Face Coverings*. The District shall also adhere to any additional requirements set forth by the Health Officer of the County of San Diego. Furthermore, where not amended by this agreement, the District and CSEA agree to adhere to the National School District 2020-2021, COVID-19 Safe Reopening Plan (Exhibit A attached)

Leaves of Absence

In the event that an employee tests positive with or has symptoms known to be associated with COVID-19, the employee may use all available leaves provided by the collective bargaining agreement and state or federal laws, including paid leave provided by the Families First Coronavirus Response Act ("FFCRA"), without fear of reprisal. In addition, employees may request to use all such available leaves, upon presenting verification that a health care professional has advised the employee to self-quarantine for reasons related to COVID-19 or that

the employee is caring for a member of his or her household who has been advised by a health care professional to self-quarantine for reasons related to COVID-19. Employees seeking to use such leaves must follow standard absence reporting procedures. This paragraph does not affect an employee's right to take a leave of absence for any other reason permitted by the collective bargaining agreement and state or federal laws.

The District shall make reasonable efforts to accommodate requests by employees to care for their children whose school site or child care centers has been closed, in full or in part, due to COVID-19. Such accommodations may include, among other things, allowing the employee to work remotely or granting a leave of absence in accordance with state and federal laws, including Labor Code section 230.8 and the FFCRA.

The parties recognize that, in order to comply with CDPH guidelines, the District must conduct wellness checks on employees for possible COVID-19 symptoms. If an employee reports to work but the District directs the employee to leave the school or work site following a wellness check, the employee will promptly comply and not have any accrued leave of absence deducted for the day. Thereafter, the employee is responsible for promptly obtaining and providing the District with verification from a health care professional that he or she has tested negative for COVID-19. The District will not deduct from accrued or other available leaves of absence if the test is negative. If the test is positive, the employee may use accrued or other available leaves of absence as stated above. This paragraph does not apply to employee requests to leave work because the employee believes he or she is presenting symptoms associated with COVID-19.

Other forms of leave: Employees who have exhausted accrued sick leave may use extended sick leave.

At-Risk Employees

The parties recognize that the Centers for Disease Control ("CDC") has advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If an employee has such an underlying health condition and that condition qualifies as a "disability" under the Americans with Disabilities Act ("ADA") or California Fair Employment and Housing Act ("FEHA"), the District and employee will promptly engage in the interactive process to discuss whether the employee can safely and effectively perform his or her essential duties, with or without a reasonable accommodation.

If the employee's underlying health condition does not qualify as a "disability" under the ADA or FEHA, the District and employee will, upon the employee's request, discuss reasonable alternatives to the employee's current assignment with the goal of ensuring the employee can safely and effectively perform his or her essential duties. Such reasonable alternatives may include, among other things, whether the employee may effectively and safely work remotely, at a different location or in a different assignment. The parties understand that this discussion is outside of the accommodations process required by the ADA and FEHA.

As part of either of the processes above, the District reserves the right to request the employee to provide sufficient documentation to verify that he or she has an underlying health condition recognized by the CDC as increasing the employee's risk of severe illness due to COVID-19.

The District agrees to protect and support staff who are at higher risk for severe or who cannot safely distance from household contacts at higher risk by providing options such as telework or negotiated change in classification or duties.

If accommodations are not reasonable, the District should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave, as long as it is financially feasible for the District.

The District shall 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.

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.

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. 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.

Work Hours and Compensation

CSEA unit members may apply for workers compensation if they fall ill and believe that contracting COVID-19 took place at work.

Employees will be expected to report to their assigned work site and adhere to their regular work hours when school sites are open during the 2020-21 school year.

Any compensation to employees, including for any extra hours worked, will be provided in accordance with the collective bargaining agreement.

Possible School Closure

In the event any District school or worksite must be closed due to COVID-19, classified unit members will not suffer the loss of any pay or benefits relative to their regular schedules for the period of closure, provided that the District does not experience a decline in state funding during the period of closure.

If necessary to close a District school or worksite due to COVID-19, the affected unit members generally will not be required to report to their regular work locations. However, the District may direct unit members to perform work remotely or at an assigned work location during their regular work hours, to ensure that essential District services continue. If unit members are required to work remotely, the District will ensure they have access to appropriate and necessary resources to effectively complete their duties.

Hazard Pay

If any other bargaining unit receives hazard pay, the District shall offer CSEA the same percentage of hazard pay.

Workload and Staffing Ratios

The District and CSEA agree to set up a task-force to address anticipated increased workload concerns to accommodate CDC guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedule, added bus routes, increased extended care enrollment).

Temporary Out-of-Job Description Duties

The parties recognize that, due to the unique circumstances presented by COVID-19, it may be necessary for the District to temporarily assign duties to employees that are not reasonably related to their regular duties, as authorized by Education Code section 45110. Such out-of-job description responsibilities may include, among other things, duties necessary for the District to ensure compliance with CDPH guidelines, such as cleaning surfaces and administering wellness checks.

The parties understand and agree that the assignment of these out-of-job description responsibilities will be temporary. The District will ensure, prior to assigning such out-of-job description responsibilities, that the unit member is either already qualified or will receive appropriate training to perform those responsibilities. Out-of-job description responsibilities will not factor into a unit member's performance evaluation, nor will they factor into the determination of whether a new employee passes their initial probationary period or a promoted employee passes their trial period in the higher classification.

Examples of additional duties that may be required include:

- Instructional Aides positions being asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.

- Bus Drivers, Office Staff, and/or Secretary positions being asked to perform temperature checks on staff or visitors.
- Any CSEA bargaining unit position being asked to help with distribution of lunch and/or other meals for students.
- Transportation Student Attendants, Campus Student Supervisors, and Instructional Aide positions could be asked to perform distribution of materials, copies, and sorting of materials.

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. The District will notify CSEA as temporary duties are considered. All temporary transfer of duties shall be negotiated.

Training

The parties recognize that, in order to ensure compliance with CDPH guidelines and provide a safe environment for students and staff, unit members will need to receive appropriate training. The District will provide training to all classified unit members in the following areas:

- Enhanced sanitation practices
- Physical distancing guidelines and their importance
- Use of face coverings
- Screening practices
- COVID-19 specific symptom identification

The District reserves the right to provide training in additional areas as needed to ensure compliance with CDPH guidelines.

Unit members not already required to be on duty during days on which training will be provided will be paid at their regular hourly rate, unless overtime rates apply.

Miscellaneous

The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is not precedent setting. The parties agree that, except for subjects already addressed in this MOU and the collective bargaining agreement, CSEA has not waived its rights under the Educational Employment Relations Act.

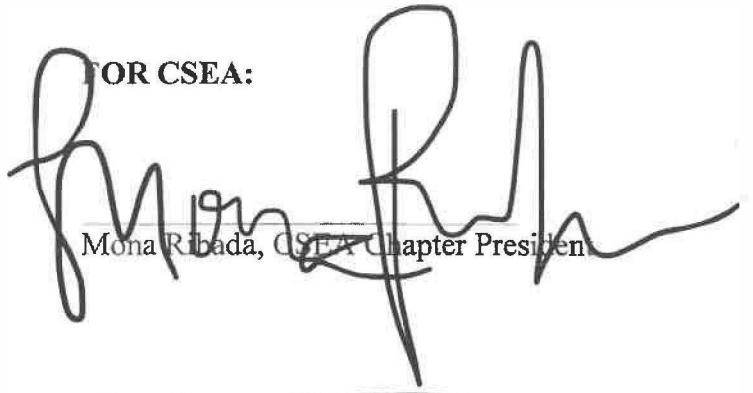
This MOU will be effective upon ratification by each party according to their internal process, and continue in effect until June 30, 2021.

FOR THE DISTRICT:



Leticia Hernandez
Superintendent, Human Resources Assistant

FOR CSEA:



Mona Ribada, CSEA Chapter President



Alfredo Alvarez, CSEA Labor Relations