

MEMORANDUM OF UNDERSTANDING
between
SYLVAN UNION SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
AND ITS SYLVAN CHAPTER #73

COVID-19 RESPONSE

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 staff. We agree that continuity of District operations should be maintained and care should be taken to identify potential exposure and prevent the spread of the disease. The Parties 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 the coronavirus. Given the unprecedented situation facing the state and nation due to the outbreak of COVID 19 and directives from the State of California to close schools immediately to stop the rate of exposure and infection, Sylvan Union School District and the California School Employees Association and Its Sylvan Chapter #73 have met and discussed the District and CSEA's response to COVID-19.

This memorandum is agreed to between Sylvan Union School District ("District") and the California School Employees Association and Its Sylvan Chapter 73 ("CSEA") concerning the District's response to the coronavirus (COVID-19) epidemic.

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

1. The District will inform CSEA, as soon as practicable and as advised by County Public Health, of a confirmed coronavirus infection of a District employee or student. Absent of violating confidentiality, as much information as reasonably and legally permissible will be provided to CSEA leadership in efforts to inform necessary next steps for members who may have been in contact with the employee or student. The Parties agree the District is not required to disclose the name of the employee or student or any other protected personal information.
2. The District will provide information to bargaining unit members regarding public health measures, hygiene, and sanitation to help prevent the spread of the virus. The District will take reasonable steps to ensure that its facilities have the necessary supplies (subject to availability) for preventative sanitation measures (such as soap and water, disposable towels or tissues or hand sanitizer). CSEA will cooperate with the District in any necessary public health actions, such as engaging in contact tracing of infected individuals. Bargaining unit members are reminded of their duty to do assigned work absent reasonable fears for their health or safety. Should a bargaining unit member refuse

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to do work for fear of their health or safety, the issue will be brought to the member's immediate supervisor.

3. The District will follow mandates and laws as established by state and federal government, including any provisions included in HR-6201, as they pertain and are applicable to public schools, regarding the utilization of leaves related to COVID-19. Subject to Executive Orders, current law, regulations and guidance, no employee should have accrued leave deducted for taking time needed to comply with a medical professional's directives for COVID-19 quarantine for the member or a family member of their household. In addition, a member who is unable to work due to a current medical issue that places that member in a high risk category, as determined and verified by written documentation provided by a physician, during the COVID-19 crisis, shall not have accrued leave deducted. Employees with child care needs, who are not absent for health reasons listed above, should not have accrued leave deducted for failing to report unless their employer has offered no-cost child care for the essential staff. Leaves, as outlined in the current collective bargaining agreement, will be utilized, including extended sick leave, as applicable. CSEA will notify bargaining unit members of the District's commitments but shall not encourage its members to take leave unless there is an actual medical reason to do so. The District shall deal with requests by employees, who are parents, to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8 and as outlined in the Family School Partnership Act as well as provided for in HR 6201.
4. In the event some or all District facilities must be closed and/or any District operations are curtailed due to COVID-19, the District will identify essential operations and corresponding classifications required to report for work.
5. A bargaining unit member will not suffer any loss of pay or benefits relative to his/her regular schedules for the period of a closure or curtailment. The District shall continue to pay a bargaining unit member's regular salary for any period during which his/her work location is closed or duties are impacted because of the coronavirus. Bargaining unit members on leaves of absences unrelated to school closures that are partial or unpaid leave (e.g. sick leave, parental, FMLA, baby-bonding, etc.) will receive pay and benefits commensurate with their leave status. Current leave provisions stated in the bargaining unit contract will apply during the period of school closure.
6. Communication between the District and CSEA members is a priority for both parties. The District will communicate with members via email and the District communication system. Bargaining unit members shall check their email and/or other manner of communication established with their supervisor on a daily basis for the most current situational updates.
7. In the event the District seeks to add additional school days to this school year or next school year in response to state or federal mandates, 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 the same rate as during the regular school year. Should the school closure extend sixty (60) days beyond the date listed on this MOU, the parties agree to meet and discuss the extended school closure.

8. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities or program due to the coronavirus.
9. The District may designate bargaining unit members to serve as disaster service workers pursuant to Government Code section 3100.

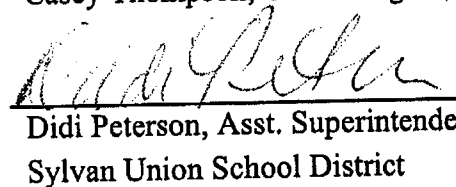
This Memorandum of Understanding is effective through June 30, 2020 and is not intended to set precedence for any future agreements and written understandings. The provisions of this Agreement shall not be precedent-setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.


Debbie Moniz, President, CSEA, Sylvan Chapter 73

4-7-20
Date


Casey Thompson, CSEA Regional Labor Representative

4/7/2020
Date


Didi Peterson, Asst. Superintendent, Human Resources
Sylvan Union School District

4-7-20
Date