

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 349
AND
THE WILLIAM S. HART UNION SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is agreed to between the District and the California School Employees Association and its Chapter 349 (“CSEA”) (the “Parties”) concerning the District’s response to the novel-coronavirus (COVID-19) pandemic.

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 implementing prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or diagnosed with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The Parties further agree that continuity of District operations should be maintained to the extent possible, and provisions should be made for District employees who are impacted by the pandemic.

Accordingly, this MOU sets forth the protocol and terms that the District and CSEA have agreed upon to govern working conditions for CSEA bargaining unit employees during the School Closure (defined below) relating to the pending public health emergency caused by COVID-19 (“The COVID-19 Public Health Emergency”).

1. Definitions

a. School Closure

“School Closure” is a situation where the District makes a decision to close (to students during the instructional year) individual school(s) or the entire District for a specified period of time as a protective measure as a result of the COVID-19 Public Health Emergency. Presently, there is a School Closure: all Hart District Schools are closed to student, and students are expected to receive coursework through Distance Learning activities through the end of the 2019-20 instructional year. During a School Closure, or during a transition back from a School Closure as the COVID-19 Public Health Emergency is winding down or being mitigated, CSEA unit members may be required to report to work as usual, or to do something completely different than their everyday jobs to assist with the emergency, including performing tasks which are deemed safe for the employees to perform. Thus, a School Closure does not relieve CSEA bargaining unit employees from completing their job responsibilities, and CSEA bargaining unit employee may, in fact, be required to perform other emergency-related duties which are different from their everyday work responsibilities and assignments.

- b. On-Duty_
 - i. Working On-Site:

The District, in recognizing the severity of the pandemic, will limit the number of employees the District requires to physically report to a District work site or location to those employees who the District deems are needed to physically report to work for essential operational purposes...
 - ii. Working Remotely: These employees will receive guidance from their direct supervisor on the scope of work expected to be performed and appropriate remote access, equipment, and training/support that may be needed. Supervisors and bargaining unit employees should determine daily or other short-term goals, projects, or deadlines regarding expected work completion. They should frequently be in communication (either online or in-person) to discuss progress.
- c. On-Call

For employees who are not in an “on-duty” status, those employees will be considered “on-call” in order to assist with other operationally necessary work assignments. Employees who are “on-call” must be accessible during the hours of their typical workday and will be expected to report to work or begin remote work within two hours of being activated to on-duty status. The District will contact such employees at their phone numbers currently in the District’s system.
- d. On-Leave

Employees who fall into this category are already on an approved leave of absence, are scheduled to start a leave, or otherwise qualify for a leave of absence. Such employees will continue to remain in an “on-leave” status” as of March 16th or such date as the leave is approved to commence unless the employee has otherwise communicated to Human Resources that they wish to end their leave and return to work. Depending on the reason for the leave, the employee may be required to provide a return to work certification.
- e. Unable To Work

If an employee who is considered to be on duty or on-call cannot be available during their typical work hours, the employee must submit an absence request into the District’s absence reporting system – and contact their supervisor – following the standard absence process and apply the appropriate absence code. These employees will be considered absent, will not be expected to perform any job responsibilities, and, if necessary, the District will work with each employee to determine their pay status during the period of time they are unable to work. If an employee assigned to a worksite is a member of the CDC High Risk Group

categories (as presently reflected at <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>), or they have a family member with whom they cohabitate who is a member of CDC High Risk Group category, upon providing appropriate documentation at the District’s request the employee will not be required to report to work physically, but may be required to work remotely should the District so determine. If the District determines not to assign them remote work, they will remain in paid “on call” status at regular pay.

2. Agreements

- a. The District will provide information/training to CSEA bargaining unit employees in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19 and will take all reasonable steps so that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).
- b. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of individuals who have a positive COVID-19 diagnosis.
- c. All CSEA bargaining unit employees will either be in an on-duty, on-call, on leave, or unable to work status and will be expected to complete all assigned duties. Unless otherwise notified by the District, bargaining unit employees will be deemed to be in an “on-call” status.
- d. In the event a CSEA bargaining unit employee is exposed to COVID-19 or is diagnosed as having COVID-19, such bargaining unit employees will be able to utilize such leaves – in accordance with the eligibility requirements – as are set out in the collective bargaining agreement between the District and CSEA. The parties recognize the unique and evolving situation relating to the COVID-19 Public Health Emergency, and requests for leaves will be considered by the District in that light.
- e. The District agrees that, during the current School Closure, CSEA bargaining-unit employees not on leave or an existing unpaid status will generally be in paid status and will not suffer any loss of pay or benefits – unless pay status issues are impacted by an order, guidance, regulation, or law from an appropriate government official – relative to their regular schedules for the period of the School Closure, unless they refuse to perform their duties and/or are not eligible for a paid leave. Thus, for example the District will continue to pay bargaining-unit employees even if the District has them in an on-call status. Employees who are not ill or otherwise on an approved leave of absence will not be required to use paid sick leave or any other form of paid time off during the School Closure.

- f. CSEA will support the District's efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 and any other applicable Education Code sections or applicable state orders.
- g. The District may seek to add additional school days to this school year or next year. In the event that this becomes necessary, the District will notify CSEA and the parties agree to meet to discuss the additional days being added to the current or next school year.
- h. When the District directs a bargaining unit employee to be in an on-duty status and requires the bargaining unit employee to work on site at a District facility/site, then for the work performed at the work facility or site during the period of time from March 16, 2020 through the end of the School Closure or the end of the instructional year, whichever occurs first (exclusive of Spring Break from April 6 through April 10, 2020), the District agrees to pay the bargaining unit employee at the rate of one-and-a-half times the bargaining unit employee's base hourly rate for the actual hours worked in an on-duty status. If the District incurs a cost of \$200,000 or more, specifically due to compensating bargaining unit members working on a facility or site an additional half of their regular pay, prior to the expiration of this MOU, CSEA agrees to meet with the District to renegotiate this subparagraph of the Memorandum of Understanding.
- i. When the District directs a bargaining unit employee to be in an on-duty status but does not require the bargaining unit employee to work on site at a District facility/site, then for the work performed during the period of time from April 13, 2020, through the end of the School Closure or the end of the instructional year, whichever occurs first (for Spring Break from April 6 through April 10, 2020, employees will receive regular pay), the District agrees to provide the employee "Special 2020-21 Time Off" according to the following formula: one half-hour (1/2 hour) of time off for each hour worked up to a maximum of 20 hours total of Special 2020-21 Time Off. The Special 2020-21 Time Off (20 hours maximum) shall be banked separately and discretely from any other time off, shall be used in the 2020-21 school year only, shall be used on dates during the 2020-21 school year that are subject to approval by the applicable site-administrator or central office administrator, and shall not be eligible to payoff in lieu of usage. In the event a bargaining unit member is denied multiple good faith requests to utilize Special 2020-21 Time Off during the 2020-21 school year, then the time off that was denied for the unit member shall roll over for use in the 2021-22 school year.

3. The parties recognize that the COVID-19 Public Health Emergency is an evolving situation and that modifications to this MOU may be necessary. The parties therefore reserve the right to reopen this MOU to address any issues that may arise after this MOU has been signed that impact the School Closure and/or are related to COVID-19 and the District's operations as well as changes in law, regulations, or guidance issued by a local, state, or federal official.
4. The parties agree that this MOU is non-precedential, will not bind the parties in any future action whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding of evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

Grievance Procedure: This MOU is not subject to the grievance-arbitration provisions of the parties' collective bargaining agreement.

Unless otherwise extended in writing by the parties, this MOU expires on June 30, 2020.

This Agreement becomes final upon ratification of the Association (pursuant to Association Policy 610) and adoption by the District.

Dated: April 9, 2020

Michael Vierra
William S. Hart Union School District

CSEA

CSEA

CSEA

Kathy Hefferon
CSEA

CSEA

Labor Relations Representative