

MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND
ITS SAUGUS CHAPTER #112
and the
SAUGUS UNION SCHOOL DISTRICT

June 10, 2020

This memorandum is agreed between Saugus Union School District and the California School Employees Association and its Chapter 112 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) epidemic.

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. We 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 COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The following applies to the "Impacted Employee Group (IEG)", defined as all 12 month employees, Office Assistants and health office personnel whose schedules require they work past the date of June 12, 2020.

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

- 1) The District will inform the CSEA President as soon as practicable should it learn of a confirmed COVID-19 infection of an individual who has been on a district site. No identifying information will be provided regarding the individual. In the event a confirmed case is found, all CSEA bargaining unit members at the affected site shall revert back to work at home status until facility cleaning and disinfection are completed.
- 2) Employees within the IEG will work, per the following:
 - a. School site and District Office staff will work 50% of their regular schedule at the work site and the remaining 50% will be worked from home through June 30th, 2020.
 - b. Members shall be paid their regular rate of pay for all hours worked, either at the work site or from home.
 - c. IEG employees whose work can only be performed on site (custodians, maintenance, grounds) will work 100% of their shift on site. These employees shall be paid their regular rate of pay for 50% of their shift and time and a half for the other 50% of their shift through June 30th, 2020.
 - d. During the work at home time, members are to be available during their normal work hours to provide service to the District from their home, as directed by

- their supervisor. Absent any directive, members are to remain available during their regular work hours, and report to work fit for duty
- e. In the event a bargaining unit member does not have the technological capabilities or equipment to perform duties from home, they will be provided what is needed in order to enable them to work from home. No cost shall be borne by the member. Also, any training on how to utilize the new equipment and or software will be provided to the bargaining unit member.
 - f. Employees shall only be deducted leave for time in which he or she is unavailable to work during their scheduled shift either at home or at the work site.
- 3) The employee's schedule shall be determined by the employee's the supervisor will take into account the following:
- a. Two shifts will be offered at each work site.
 - b. Primary priority of shift assignment shall first be offered to employees with child or elder care issues.
 - c. Work sites with 10 or fewer employees who may reasonably manage social distancing requirements may operate as one shift.
 - d. Employees who are unable to accommodate the new shift times may perform his or her 50% at work time during their original shift hours.
 - e. Shift hours may not exceed 50% of his or her weekly work schedule at any site.
 - f. Any conflicts regarding shifts shall be resolved by the Director of Human Resources and the CSEA Chapter #112 President.
- 4) If an IEG employee is a member of the CDC High Risk Group Categories, has a verified concern due to their own underlying health issues, or verified underlying health issues/member of CDC High Risk Group Categories of family member(s) that they cohabitate with, that employee shall provide the District with a doctor's note. The District will meet with the employee to determine reasonable accommodations or appropriate leaves of absence.
- 5) In the event a CSEA bargaining-unit employee is unable to work due to COVID-19 related illness, the employee may use available leaves without fear of reprisal. The District will follow all applicable leave laws related to COVID-19 and leaves made available in the Collective Bargaining Agreement.
- 6) The District, in an effort to safeguard the safety of all IEG employees, will implement the following safety measures:
- a. The district will ensure proper social distancing members are taken in consideration of all employee's health and safety.
 - b. All persons entering the work site, including non-employees, will be required to wear protective face covering.
 - c. The district shall provide all IEG employees with protective face covering, disposable gloves and hand sanitizer.
 - d. IEG employees shall return to a work site that has been thoroughly cleaned and disinfected and all work sites must be cleaned and disinfected each work day.
 - e. Employees and visitors will be limited to one entrance per work site.
 - f. Work sites-shall be closed to the public except for appointments.

- 7) CSEA will be notified when there are changes to regular job duties per Govt. Code 3100 and will go back to the bargaining table to negotiate the effects in this instance.
- 8) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer and face mask). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- 9) In the event any District facility must be closed, 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.
- 10) CSEA will support efforts to maintain receipt of funding pursuant to Education Code 41422 and 46392 in the event of a closure of any District facilities due to epidemic.
- 11) In the event the District seeks to add additional school days to this school year or next year, the District and CSEA will meet to negotiate this addition of school days.

This MOU will remain in effect from June 13, 2020 through August 11, 2020 or until LACOE directs SUSD to fully reopen, whichever comes first.

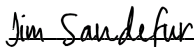
The parties agree this MOU is non-precedential, will not bind the parties in any future action whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding of evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

Dated: 6/10/2020

FOR THE ASSOCIATION:

DocuSigned by:



Jim Sandefur

Chapter President
CSEA, Chapter #112

DocuSigned by:



Jessica Morrow

Labor Relations Representative
California School Employees Association

FOR THE DISTRICT:

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Jennifer Stevenson

Assistant Superintendent, Human Resources
Saugus Union School District