

**PROPOSED MEMORANDUM OF UNDERSTANDING ABOUT
CORONAVIRUS RESPONSE**

This memorandum is agreed between Acton Agua Dulce [District] and the California School Employees Association and its Chapter 473 (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 coronavirus. 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.

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

- 1) **Sharing of information about spread of illness:** Unless otherwise prohibited by law or competent authority, the District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found.
- 2) **Implementation of public health measures:** The District will inform its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure, to the extent practical, that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, face masks and hand sanitizer). The District shall make available to all employees any protective gear, as directed by local health agencies, necessary to complete assigned tasks. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
- 3) **Employees reporting during closures:** The District shall keep CSEA informed of its current and planned operational needs as they affect bargaining-unit employees working during the epidemic and shall upon request bargain further about the effects of such operations.
- 4) **Reporting pay during closures:** In the event employees of the District are required to report to work during COVID-19 related closures, each shall receive a 10% differential increase in their standard rate of pay for work performed at school sites or District facilities. In addition, all bargaining unit members authorized to work from home (as opposed to reporting to District school sites or facilities) shall be eligible to receive a 5%

differential increase in their standard rate of pay for work performed from home.

- 5) **Leaves due to COVID-19 related events:** If a bargaining unit member falls in the CDC high risk group or cohabitates with a family member that falls within CDC High Risk group and are being asked to work physically on campus they shall be able to work at home or remain on call without having to utilize any of their accrued benefits.

HR 6201: The parties recognize that the Federal “Families First Coronavirus Response Act,” also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave.

The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances.

Specifically, HR 6201 provides as follows, effective 4/2/20:

- a. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee’s regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - ii. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- b. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
 - i. The employee is caring for an individual subject to an order or advised to self-isolate;
 - ii. The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
 - iii. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

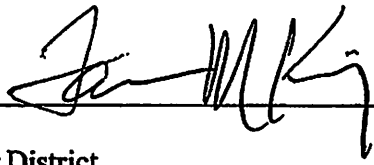
The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee’s minor child if the child’s school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days

However, in the event the district provides childcare, the leave set forth above will be inapplicable and CSEA agrees to negotiate the effects of that as it pertains to HR 6201.

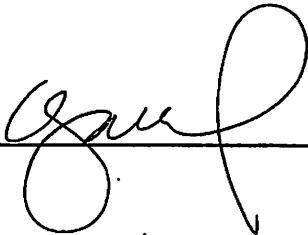
The parties acknowledge that these changes apply to District employees and that they may use any previously-accrued leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

- 6) **Distance learning:**
All bargaining unit members who are required to work from home or engage in professional development, shall be provided a laptop and any other required materials that enables them to perform their duties from home. They will also be provided training that is required to be able to perform their assigned tasks. If a unit member does not currently have WIFI capabilities at their home, the district will provide them with a hotspot or allow them to remain at home without loss of compensation or benefits.
- 7) **No loss of pay during COVID-19 related closures or curtailments:** As District facilities are closed and/or 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 so long as the District receives education funding as outlined by the Governors emergency declaration.
- 8) **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 epidemic.
- 9) **Additional school days:** In-the event the District seeks to add additional school days to this school year or next year, the District will negotiate with CSEA.
- 10) **Duration of Agreement:** This agreement shall remain in effect through June 30, 2020. The parties shall meet in advance of the expiration date to determine if the MOU should be extended and/or modified in the event of any mutually agreed to extension.
- 11) **Grievance Procedure:** 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.
- 12) **Compliance with further governmental orders:** The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees, and will bargain as needed over the effects of such further directives.

Dated: _____

By:  _____
For District

Dated: 5.28.20

By:  _____

Dated: 5.28.20

By: Jessica Morrow _____

For California School Employees Association

Dated: