MEMORANDUM OF UNDERSTANDING

Between

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #745

And

Natomas UNIFIED SCHOOL DISTRICT

CORONAVIRUS RESPONSE

This memorandum is agreed between Natomas Unified School District and the California School Employees Association and its Chapter Natomas 745 (“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) 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, while maintaining confidentiality.

2) The District will provide information to CSEA bargaining unit members regarding public health measures, hygiene, and sanitation to help prevent the spread of the virus and will reasonably ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). 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) In the event some or all District facilities must be closed for business and or any District operations are curtailed due to the coronavirus, the District will identify essential operations and corresponding classifications required to report for work. Those individual employees and/or classes of employees deemed “essential” and directed to report to work will be compensated at time and a half commencing Friday, March 13, 2020 until the District commences distance
learning or traditional learning commences, whichever occurs first. This applies to bargaining unit members who are working from home deemed as essential and/or directed to work from home.

4) In the event a CSEA bargaining unit member is exposed to coronavirus or is determined to have contracted the coronavirus, the District’s sick leave policies will be liberally construed to encourage the bargaining unit member not to infect others by coming to work. A bargaining unit member will be expected to use any available sick and/or vacation leave. A bargaining unit member considered “high risk” (age 65 or older and/or with a chronic health condition) to the coronavirus, will be granted leave consistent with the school’s operational needs, if the bargaining unit member cannot work remotely. 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. Explanation of the cross-off I am concerned of members not being to get a doctor’s appointment to provide a doctor’s note. Also, having to pay for the co-payment.

5) 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. 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. Employees shall be responsible for reporting leaves, including vacation, per the terms of the collective bargaining agreement during this time. This paragraph will apply through April 30, 2020, or until the District commences district learning, or until traditional learning commences, whichever occurs first. The District will notify CSEA immediately of when this occurs.

A bargaining unit member will continue to receive pay and benefits provided the bargaining unit member is ready, able, and willing to perform his/her duties or alternative duties. In the event it is not possible for a bargaining unit member to continue to perform his/her regular job duties due to a closure or curtailment, the District shall offer alternative duties for the bargaining unit member to perform. A bargaining unit member performing alternative duties will be compensated at his/her regular rate of pay. A bargaining unit member that does not wish to perform alternate work may opt to use available leave, per Article XI of the collective bargaining unit. The District will notify a bargaining unit member of the duties to be performed by 5:00 PM the evening prior to the day the bargaining unit member is scheduled to report for work.

6) Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Department Executive Order N-26-20. 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.
7) In the event the District seeks to add additional school days to this school year, the District will negotiate further with CSEA.

8) 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 Section 11.4 Personal Leaves, Collective Bargaining Agreement between CSEA and the District.

9) CSEA and the bargaining unit members of chapter 745 retain any contractual or legal remedies available to them to resolve any alleged violation of this memorandum of understanding.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

By: Pamela Rothwell, President, CSEA Chapter 745

Date: 3/18/2020

Pamela Rothwell President, CSEA Chapter 745

NATOMAS UNIFIED SCHOOL DISTRICT

By: Chris Evans, Superintendent

Date: 3/18/2020