

**NATOMAS UNIFIED SCHOOL DISTRICT (DISTRICT)  
AND  
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION AND ITS NATOMAS  
CHAPTER NO. 745 (CSEA)**

Initial Memorandum of Understanding Addressing Potential Impacts to Working Conditions in  
Response to the COVID-19 Pandemic for the 2020-21 School Year

**SAFETY AND LEAVES OF ABSENCE**

The parties acknowledge there may be fundamental changes in the essential functions in the programs and services once schools reopen from closures due to the COVID-19 pandemic in the 2020-21 school year.

The purpose of this initial MOU is for the parties to begin to address negotiable impacts related to the reopening of schools as soon as possible to maintain continuity and stability in the delivery of programs and services to students and the working conditions of those who provide those programs and services.

1. Safety:

- a. When reopening schools, the District shall primarily utilize the COVID guidelines issued by California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Sacramento County Public Health (“SCPH”). Any Executive Orders from the Governor of California will also be utilized.
- b. The Sacramento County 2020-2021 School Year Planning document (SC2020-21) will be used as a guide to help staff and families see the utilization of county guidance.
- c. The District has partnered with Sacramento County Public Health and UC Davis with an in-district testing center (“Partners”). The District commits to remaining a partner as long as Partners allow and based on acceptable terms.
- d. CSEA does not waive any of its rights under the Collective Bargaining Agreement and/or any other rights, including, but not limited to, mandatory subjects of bargaining.

2. Leaves of Absence:

- a. Unit members continue to have all leave rights as provided in Article XI Leaves of the Collective Bargaining Agreement.
- b. Between July 7 and December 31, 2020, unit members shall be eligible for leaves pursuant to the Federal Families First Coronavirus Response Act (FFCRA).
- c. The District commits to train contact tracers and assist in identifying where point of infections exist. Contact tracers have already been trained in the District. If Contact

Tracing shows a unit member was exposed and contracted COVID-19 from school related business, the unit member will be granted paid time off and will not have his/her sick leave balances reduced.

3. Continued Negotiations:

- a. The District and CSEA are jointly committed to maintaining open lines of communication to facilitate prompt discussion and resolution of issues (including during days of school recess as necessary) that may arise as schools reopen for the 2020-2021 school year to best serve the interests of students, staff and the District community.
- b. The District and CSEA will continue to work together and identify subjects within the scope of bargaining and negotiate in good faith.
- c. This is not meant to close negotiable impacts related to the reopening of schools as it relates to safety.
- d. Grievance Procedure: Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.
- e. Duration of Agreement: This agreement shall remain in effect through June 30, 2021.

The signatories below represent they are authorized to enter into this MOU.

NATOMAS UNIFIED SCHOOL DISTRICT

  
Chris Evans (Jul 16, 2020 20:10 PDT)

Chris Evans, Superintendent

DATE: Jul 16, 2020

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER NO. 745

  
Pamela Rothwell (Jul 16, 2020 21:30 PDT)

Pamela Rothwell, President

DATE: Jul 16, 2020

  
Moe Kang (Jul 17, 2020 12:56 PDT)

Jul 17, 2020