

MEMORANDUM OF UNDERSTANDING CORONAVIRUS (COVID-19) PANDEMIC

April 08, 2020

This Memorandum of Understanding (MOU) is entered into between the Victor Valley Union High School District (District) and the California School Employees Association and its Chapter 243 (CSEA) concerning the District's response to the coronavirus (COVID-19) pandemic. On March 5, 2020, Governor Newsome declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic.

The District made the decision to close school from March 16, 2020 through March 20, 2020 sending all students and employees home. During this weeklong closure the District made the decision based on an Executive Order from the Governor and new legislation SB 117 to pay all employees during this weeklong closure.

The week of March 23, 2020 to March 27, 2020 was a regularly scheduled Spring Break. During the period of March 16, 2020 to March 27, 2020 all leaves were frozen and classified employees who reported on site to work were paid at 1 and ½ their hourly rate (time and a half, which is ½ time above their hourly rate) for the hours worked on site.

Beginning March 30, 2020, classified employees who are called into work on site will be compensated at 1 and ½ their hourly rate (time and a half, which is ½ time above their hourly rate) for hours worked on-site. Employees who are required to work from home will be paid at their regular hourly rate. Employee work calendars shall remain consistent as established at the beginning of the year.

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. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

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 COVID-19 infection of District employees or students utilizing District facilities. It is understood that privacy rights under the Health Insurance Portability & Accountability Act (HIPAA) and Confidentiality Medical Information Act (CMIA) will be maintained.
- 2) The District will provide information on public hygiene and sanitation to help minimize the spread of the virus and will ensure that its facilities have supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. CSEA will cooperate with the District in any necessary public health actions including, but

not limited to, those actions recommended by federal, state, and local departments of public health. Unit members shall continue to perform their assigned work either remotely or onsite with reasonable accommodations provided by the District.

- 3) In the event a CSEA unit member is exposed to COVID-19 or becomes ill with COVID-19, sick leave will be granted as afforded by law and as applicable to any other illness leave. Leaves will continue to be utilized by employees as required by law and the collective bargaining agreement, for reasons such as but not limited to illness, personal necessity and vacation.
- 4) Classified employees belonging to populations deemed by the State as uniquely vulnerable, shall be afforded reasonable accommodations during the period of closure.
- 5) Employees who are called to report on-site, shall be called on a rotational basis as much as possible. In the event an entire department/division is requested to report, the District shall notify the Chapter President as soon as possible.
- 6) The parties agree that the District has the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened at any point in time after closure. In the event any District facility is closed, or any District operations are curtailed due to the COVID-19 pandemic, unit members will not suffer any loss of pay or health and welfare benefits relative to their regular work schedules for the period of closure or curtailment as required by law, unless the employee has exhausted all available leaves, is in unpaid status or the Governing Board has taken action to immediately suspend without pay and/or dismiss an employee from District service.
- 7) During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100. Other unit members not required to remain on site may be required to work remotely or online from home and be “on call” subject to direction by the District during their normal scheduled work day including but not limited to reporting on site.
- 8) Probationary credit shall not include time when an employee is not physically at work due to COVID -19 of ten (10) or more consecutive work days. Any time worked via telework will be counted towards probation credit. (130 worked days) The probationary period will only be extended by the days not worked onsite due to COVID-19.
- 9) The parties agree that nothing herein limits the District’s authority to exercise its emergency powers as established by law; governmental order; Board Resolution; directives of the County, State or Federal health departments; the applicable collective bargaining contract; board policies; and/or administrative regulations.

- 10) CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in connection with the closure of any District facilities due to the COVID-19 pandemic.
- 11) The District may need to add additional school days to the 2019-2020 school year or the following school year. Should additional workdays or other measures be sought by the District, the parties agree to meet and negotiate.
- 12) The District shall make reasonable efforts as afforded by law to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by the COVID-19-related closure.
- 13) This MOU shall not be precedent setting nor form any basis for a past practice.
- 14) This MOU is effective April 08, 2020, through June 30, 2020 and sunsets June 30, 2020. Should the need for this MOU to be extended or to change the terms beyond June 30, 2020, the parties may mutually agree to extend or modify this MOU at any time.
- 15) This MOU is subject to approval by the VVUHSD Governing Board of Education and may be subject to CSEA's 610 Policy and Ratification Procedures.

FOR THE DISTRICT:



Ramiro Rubalcaba, Ed.D.
Assistant Superintendent, HR

Signed: April 08, 2020

FOR CSEA:



Tanya Martin
President



Grayling Eaton
Labor Relations Representative