

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA SCHOOL
EMPLOYEE ASSOCIATION
AND ITS CORONA-NORCO CHAPTER
369 AND THE CORONA-NORCO
UNIFIED SCHOOL DISTRICT**

**CORONAVIRUS RESPONSE
MARCH 17, 2020**

This memorandum is agreed between Corona-Norco Unified School (“District”) and the California School Employees Association and its Corona-Norco Unified Chapter 369 (“CSEA”), collectively, (“the parties”) concerning the District’s response to the coronavirus (COVID-19) pandemic.

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 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 coronavirus infection of District employees or students and at which campus or worksite said infection was found.
- 2) The District will provide training to its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will make a reasonable effort to 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 of reasonable fears for their health or safety.
- 3) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause, the employee may use available leaves (Article 11) without fear of reprisal. In the event a CSEA bargaining-unit employee has likely been exposed to coronavirus or is taken ill with COVID-19 through exposure to the coronavirus at work the District shall not deduct from bargaining-unit employees’ accruals and shall be granted leave as liberally as possible.
- 4) Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individuals leaves or pay. Similarly, those employees with medical proof of susceptibility to the virus should it be detected among students or staff at a facility shall be allowed to self-quarantine at no loss to individuals leaves or pay. CSEA will notify its members of the District’s commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.
- 5) During any District closures or if any District operations are curtailed due to the coronavirus pandemic, 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.

- 6) The District shall honor all non-permanent extra hours and additional permanent hours that were approved as of March 13, 2020 for the duration of the assignment “according to Article 6.16 and 6.17 of the Collective Bargaining Agreement”.
- 7) During any District closures or if any District operations are curtailed due to the coronavirus pandemic, employees who are scheduled to be off March 30- April 3, 2020 according to their work year calendar shall not be required to work during Spring Break, this is regularly scheduled vacation time for some classifications.
- 8) During any District closures or if any District operations are curtailed due to the coronavirus pandemic, all CSEA bargaining-unit employees are to be available during their normal work hours on their normal workdays. Employees should be checking their CNUSD e-mail for updates throughout the workday. The District recognizes that certain classifications may need to work remotely as a last resort. CSEA and CNUSD will engage in further discussions regarding this in the future.
- 9) In the event that a CSEA bargaining-unit employee is not available during their normal work hours on a normal workday, the employee must notify the District according to current absent reporting procedures.
- 10) During any District closures or if any District operations are curtailed due to the coronavirus pandemic, the District will continue to provide essential services which necessitates the need for some CSEA bargaining-unit employees to report to work in support of both students and employees. These essential services include, but are not limited to, providing grab-and-go meals to our students, processing payroll for employees, processing payments for our business partners, and maintaining District facilities. The District shall communicate with classified employees directly if required to report. To meet these needs, the following CSEA bargaining-unit classifications have been identified as “essential staff” and may be required to report on-site:
 - a. Account Clerks I and II
 - b. Buyers
 - c. CNS Food Truck Drivers I
 - d. Computer Technicians I and II
 - e. Contract Technicians
 - f. Custodians (including Head Custodians I, II, and III)
 - g. Grounds Keepers I and II
 - h. Maintenance Tradesworkers (including Lead Maintenance Tradesworkers)
 - i. Payroll Technicians
 - j. Pool Attendants
 - k. Print Services Reprographics Technicians
 - l. Program Systems Specialists
 - m. School Secretaries I, II and III
 - n. Security Attendants
 - o. Warehouse Delivery Drivers I
 - p. Unit Leads I, II, and II

- 11) All bargaining-unit employees who are deemed “essential staff” shall be assigned to work on a rotating basis during this period of school closures. There shall be a reasonable effort made to equitably distribute the work among all bargaining-unit employees within each identified classification. The District will determine sites and assignments; the intent is to work bargaining-unit employees in the regular schedule shift. The District will first ask “essential staff” within each classification to provide their preference for the days they wish to work, and assignments shall offered by seniority.
- 12) Pursuant to Labor Code 230.8, employees who have been identified as “essential staff” and may be required to report onsite, but have issues related to daycare, may utilize available vacation, personal necessity leave, compensatory time and sick leave to care for their child.
- 13) During any District closures or if any District operations are curtailed due to the coronavirus pandemic, 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 the pandemic.
- 14) All components of the current Collective Bargaining Agreement between CSEA Chapter 369 and Corona-Norco Unified School District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
- 15) In the event the closure or curtailment seems likely to last more than one month the District and CSEA agree to meet to negotiate over further topics and provisions, including an extension of the current provisions contemplated in this MOU, if the coronavirus pandemic or any emergency declaration is extended beyond that which is currently known or contemplated.

It is agreed and understood this agreement is subject to CSEA Policy 610 review and CNUSD Governing board approvals.

Association:

Lorena Lopez 3/17/2020

Lorena Lopez
President,
CSEA

District:

Glen Gonsalves 3/17/20

Glen Gonsalves
Assistant Superintendent, Human Resources

Monica Landry 3/17/20

Monica Landry
CSEA Labor Relations
Representative

Kathy Lee 3/17/20

Kathy Lee, Ed.D.
Administrator
Director, Human
Resources