

*John J. Tol*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION  
AND ITS CORONA-NORCO CHAPTER 369  
AND  
THE CORONA-NORCO UNIFIED SCHOOL DISTRICT  
Coronavirus Response  
May 15, 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 reasonable fears for their health or safety.
  - 3) 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.
  - 4) Subject to Executive Orders, current law, regulations and guidance, no employee shall have accrued leave deducted for taking time needed to comply with a medical professional's recommendations, including to self-quarantine, to secure one's own health, or secure the health of one's household during the COVID-19 crisis.
- S. L. Tol*

Employees with dependent-care needs, who are not absent for health reasons listed above, shall not have accrued leave deducted for failing to report unless their employer has offered no cost childcare for the duration of work hours and the employee has declined under the Labor-Management Framework issued April 1, 2020.

**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. 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 childcare provider is unavailable, due to COVID-19 precautions; or

The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees, except it shall not be available to school police officers due to an exemption in the new law.

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.

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

- 5) During any District closures or if 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.
- 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 (CBA).
- 7) During any District closures or if any District operations are curtailed due to the coronavirus epidemic, 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.
- 8) In the event that a CSEA bargaining-unit employee is not available during normal work hours on a normal workday, the employee must notify the District in advance and report unavailability via Absence Management (e.g., AESOP) under applicable leave, as appropriate.
- 9) During any District closures or if any District operations are curtailed due to the coronavirus epidemic, 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. The District has deemed 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. 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, 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 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 II, IIA and III
  - n. Security Attendants
  - o. Warehouse Delivery Drivers I
  - p. Unit Leads I, II, and III

- q. Accounting Technician
- r. Accounting, Grants and Projects Technician
- s. Benefit Technician
- t. Clerk Typist II
- u. Community Assistant
- v. Database Analyst
- w. Heavy Equipment Operator
- x. Human Resources Technician
- y. Learning Management Specialist
- z. Multi-Media Communications Specialist
- aa. Network Systems Specialists
- bb. Public Relations Specialists
- cc. Record's Technician
- dd. Registrar/Records Maintenance Clerk
- ee. Reprographics Technician
- ff. Risk Management Technician
- gg. Secretary I
- hh. Special Education Paraeducators – Sign Language
- ii. Translators
- jj. After School Program Site Lead
- kk. Benefits Clerk
- ll. Child Nutrition Storekeeper
- mm. Child Nutrition Maintenance Tradesworker
- nn. Clerk-Community Assistant
- oo. Community Assistant-Job Developer-Job Coach
- pp. Computer Operator
- qq. Grants and Project Technician
- rr. Groundskeeper I
- ss. Health Assistant LVN
- tt. Health Clerk
- uu. Library Clerk
- vv. Library Media Technician
- ww. Pantry Cook
- xx. Paraeducator II Academic
- yy. Paraeducator II Bilingual
- zz. Paraeducator II Special Education
- aaa. Paraeducator II Visually Impaired
- bbb. Paraeducator II ABA
- ccc. Paraeducator III Intensive Intervention Program
- ddd. Paraeducator III Special Ed Severely Handicap

This list may be updated to add more classifications based on changing needs of essential services.

10) In the event a CSEA bargaining-unit employee is called to report to work the District shall provide written notice to each employee deemed "essential" and will adhere to all public health mandates including but not limited to the number of individuals in any one work area or department to ensure that proper physical distancing can occur and every CSEA bargaining-unit employee has the required Personal Protective Equipment (PPE). The notice shall include:

- a. Essential duties to be performed
- b. The proposed modified schedule (the hours shall be during employee's normal shift hours)
- c. Knowledge of where to retrieve their PPE prior to entering work location.

All bargaining-unit employees assigned to work as part of the required "Free to Go Meals Program" who are deemed "essential staff" will 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 be offered by seniority.

11) Employees deemed "essential" may be required to work remotely. The District and CSEA will meet and confer on a classification and individual basis to ensure that unit members have access to perform necessary work, have proper district equipment, and understands the expectation of their work responsibilities. This shall be included in the notice for those required to work remotely.

12) 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.

13) 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.

14) Evaluations procedures for permanent bargaining unit members under Article 16.3 shall be postponed until the 2020-2021 school year.

15) Due to COVID-19 closure, notices for promotional job openings may not be posted on the bulletin boards per Article 13.3 Posting of Notice. However, all other provision of Article 13 remains in effect.

16) In the interest of maintaining current benefits for probationary employees, CSEA agrees that it will not assist employees that choose to pursue legal claims based on an allegation that the District extended the employee's probationary status in violation of California Education Code § 45113 due to the COVID-19 emergency. This agreement will only apply to employees for whom the District declines to count workdays not worked, where no services are rendered, towards the six-month probationary service. CSEA does not waive the right of any employee to bring an California Education Code claim

independent of CSEA. The Employer will maintain the current benefit and pay schedule for all workers currently in probationary status through the duration of the COVID 19 emergency.

17) The Parties recognize the effects of COVID-19 epidemic is evolving and so is governmental response. The Parties will comply with further state or federal legislation orders as they effect the terms and conditions of employment. The parties will be in regular contact to negotiate those aspects that fall within the scope of bargaining. This MOU shall remain in effect through June 19, 2020 in accordance with the directive of the Riverside County Public Health Officer and the Emergency Declarations of the State of California (Executive Order N-33-20) and the Federal Government, unless modified or ended by mutual agreement of the Parties.

This Tentative Agreement is subject to ratification by CSEA Corona Norco 369 membership, CSEA Policy 610 requirements and adoption by the Corona Norco School Board of Education.

California School Employees Association  
and its Corona Norco Chapter 369

Lorena Lopez 5-28-2020  
Lorena Lopez Date  
President

Raquel Rodriguez 5/29/2020  
Raquel Rodriguez Date  
Negotiation Team Member

Blanca Nunez 5-29-20  
Blanca Nunez Date  
Negotiation Team Member

Cheryl Gray 5-29-20  
Cheryl Gray Date  
Negotiation Team Member

Veronica Marquez 5/29/20  
Veronica Marquez Date  
Negotiation Team Member

Monica Landry 5/27/2020  
Monica Landry Date  
Labor Relations Representative

Corona Norco Unified School District

Glen A. Gonsalves 5/29/20  
Glen A. Gonsalves Date  
Assistant Superintendent, Human Resources

Kathy Lee Ed.D. 5-29-2020  
Kathy Lee Ed.D. Date  
Administrative Director, HR

Alan P. Giles 5/29/2020  
Alan Giles Date  
Assistant Superintendent, Business

Dafia Gadelmawla 5/29/2020  
Dafia Gadelmawla Date  
Chief Business Officer

Rufus Taylor Jr. 6/4/2020  
Rufus Taylor Jr. Date  
Assistant Principal