

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

**COVID-19 WORK ENVIRONMENT
September 21, 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 CSEA members return to work and 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 will participate in a daily screening for symptoms associated with COVID-19 for their own protection and for the protection of others. Daily screenings will be monitored by the District and anyone reporting symptoms will be instructed to leave work. The employee will be provided with information on available leave options and testing location information.
- 4) The District 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 where practicable. The District will adhere to all public health mandates regarding personal protective equipment. Any requests for additional personal protective equipment, shall be provided to the unit member’s immediate supervisor for consideration.
- 5) 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

respond in accordance with H.R. 6201 Families First Coronavirus Response Act (“FFCRA”).

- 6) Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall notify the District’s Human Resources Department to engage in the interactive process to explore reasonable accommodations and/or leave options available (Article 11).
- 7) 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. If the District closure is going to be longer than the short-term 2-5 days as defined by the CDC, CSEA and CNUSD will meet to discuss the impacts and effects of the closure.
- 8) The District shall honor all non-permanent extra hours and additional permanent hours that are needed in response to the Coronavirus in accordance with “Article 6.16 and 6.17 of the Collective Bargaining Agreement” prior to utilizing any temporary short-term employment or contracted services.
- 9) Classified bargaining unit work will not be transferred to volunteers, administration or certificated personnel nor shall it be contracted out. Classified employees may be asked to perform other job-related duties as required. CSEA recognizes the need to be flexible in providing support services during the remote/virtual learning model, for example employees may be directed to complete job related duties to work in other classifications and will be compensated according to the current CBA. The District and CSEA acknowledge that California Education Code 45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some unit members may be asked to perform duties not currently contained within their current job descriptions. This is particularly important regarding unit members with duties specifically dependent on the physical presence of students on school campus who may have other duties assigned during the period of full remote/ virtual learning and/or hybrid schedule. Any change in the duties performed shall be temporary and only during the life of this MOU. It is understood that hours, work locations, and duties may be temporarily changed, during the period of this agreement only. If an employee works exclusively and totally in a higher classification, and meets all other contractual criteria, they would be entitled to out of class pay for that period.

10) Work Hours

The parties agree the District may establish shifts during the below times specified. The District will not split shifts for unit members.

- Child Nutrition (5:30 AM—3:00 PM)
- Clerical (6:30 AM—4:30 PM)
- Information Systems (7:00 AM—4:30 PM)
- Maintenance and Operations (5:30 AM—11:00 PM)
- Paraeducators (7:30 AM—6:30 PM)
- Warehouse (6:30 AM – 4:30 PM)

11) Location

Unit members may be assigned to an alternative work site during the hours listed in item 10 above. Alternative worksite assignments will be made by seniority in classification.

12) The District may publish alternate work shifts (during the hours listed in item 10 above) which will then be selected by seniority, in classification, at the site. The District shall provide a five (5) working day notice prior to implementing the alternate work shift. The District shall use the following criteria when assigning alternate work shifts:

- a) Employees in the needed classification will select first.
- b) Then employees working out of classification based on districtwide seniority.
- c) If no employee volunteers then assignments will be made according to least District seniority.
- d) In the event of employee hardship the District and CSEA will meet and confer to determine a solution.

13) Duties

Examples of additional duties that may be required include:

- Instructional Assistants positions being asked to attend Zoom meetings.
- Clerical and/ or Security positions being asked to help with health screening of staff and students.
- Security Attendants assisting with textbook and/ or material distribution.
- Maintenance and Operations Job Family assist with moving of site furniture to prepare classrooms for students/ hybrid model.
- Any CSEA bargaining unit position being asked to help with wiping down/ cleaning of personal work area.
- Any CSEA bargaining unit position being asked to help with distribution of lunch and/or other meals for students.

The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party.

14) Remote/ Virtual Learning

While students are not physically on campus, paraeducators will not be required to physically report to the work site, unless the required work needs to be completed at the work site.

- In the event, paraeducators need to report to the work site, they will be given 24 hours' notice via email by the teacher and site administrator. The paraeducator can seek clarification regarding the need to report to work from site administrator.
- Normal absence reporting procedures will be followed.
- If paraeducators choose to work from home, the District is not responsible for providing technology. Technology is available at the school sites.

15) In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within five (5) working days, respond in writing to the employee, with simultaneous copy to CSEA Chapter 369 President, stating what has been done to make the condition safe or, if no action will be taken, the reason(s)

why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

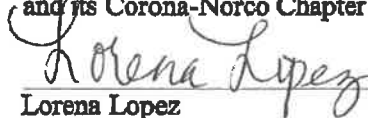
- 16) The District may establish a working to focus on safety issues related to COVID-19, including issues that arise as District operations evolve and best practices. If such a working group is established, the District shall invite a classified representative appointed by CSEA.
- 17) The District will ensure that all members of the public who access District facilities will adhere to safety standards and guidelines set forth in the District 2020-2021 School Opening & Safety Plan.
- 18) CSEA bargaining unit members will receive a 1% compensation off the salary schedule that will be calculated off of the unit member's base pay. All bargaining unit members in a paid status will receive the 1% off salary schedule. The purpose of the 1% compensation off salary is to recognize the flexibility in providing support services during the 2020-2021 school year and to offset the reduction of the 1% to the Tentative Agreement reached during the 2019-2020 school year.
- 19) 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.
- 20) CSEA bargaining-unit members are responsible for providing the District with working and updated contact information.
- 21) 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.
- 22) Any unit members that had vacation scheduled at the time of the school closure from March 16, 2020 through the time that they were called back as an essential employee may request that their vacation days be re-instated.
- 23) 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 will provide notice to all employees deemed essential. The notice shall include essential duties to be performed and the proposed modified schedule, during normal shift hours. 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.
- 24) 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, sick leave and H.R. 6201 Families First Coronavirus Response Act ("FFCRA") to care for their child.
- 25) 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

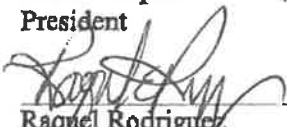
the event of a closure of any District facilities due to the pandemic.

- 26) 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.
- 27) Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provision of the CBA (Article 14).
- 28) The Parties recognize the effects of COVID-19 are changing rapidly. The Parties will be in regular contact to negotiate those aspects that fall within the scope of bargaining. With the exception of number 18 above which shall remain in effect for the 2020-2021 school year, this MOU shall remain in effect through December 31, 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, or the District announces a form of full return to school, whichever comes first.

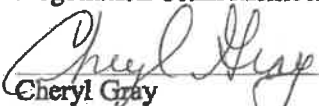
It is agreed and understood this agreement is subject to CSEA Policy 610 review and CNUSD Governing board approvals.

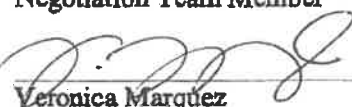
California School Employees Association
and its Corona-Norco Chapter 369



Lorena Lopez 9/22/20
Date
President


Raquel Rodriguez 9/22/2020
Date
Negotiation Team Member

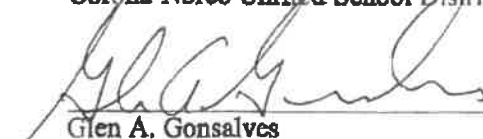

Blanca Nunez 9.22.20
Date
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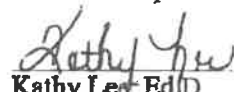

Cheryl Gray 9/22/20
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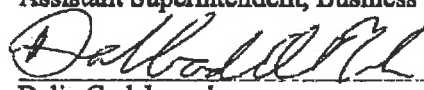

Myesha Kennedy Date
CSEA Labor Relations Representative

Corona-Norco Unified School District


Glen A. Gonsalves 9-22-20
Date
Assistant Superintendent, HR


Kathy Lee, Ed.D. 9-22-20
Date
Administrative Director, HR


Alan Giles 9-22-20
Date
Assistant Superintendent, Business


Dalia Gadelmawla 9-22-20
Date
Chief Business Officer


Rufus Taylor, Ed.D. 9/22/20
Date
Assistant Principal