

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ALPINE CHAPTER 607
AND ALPINE UNION SCHOOL DISTRICT
CORONAVIRUS (COVID-19)
March 27, 2020

This memorandum is agreed between Alpine Union School District and the California School Employees Association and its Chapter 607 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) pandemic emergency.

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 epidemic. To these ends, the District and CSEA agree as follows:

- 1) The District will provide information or train its employees that are working during school closures as appropriate in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures 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). The parties acknowledge that some of these resources are currently in short supply, but that the District will make reasonable efforts to secure them if available. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. The District will inform CSEA as soon as practicable should it learn of a confirmed coronavirus infection of a District employee and the District has reason to believe that a CSEA unit member could have been exposed to that employee at a District work site. The parties understand this notification is subject to guidance by County health officials, as well as employee confidentiality rights.
- 2) Employees are reminded of their duty to do assigned work during the period of school closures, absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk). In order to comply with current directives and guidance issued by state and local public health officials, unit members generally will not be required to report to their regular work

locations while District schools are closed due to COVID-19. However, the District may direct unit members to perform work remotely or at an assigned work location during their regular work hours, to ensure that essential District services continue and the District complies with the Governor's Executive Order N-26-20. Unit members shall also review and respond to work emails and telephone calls, and comply with any directives contained therein, during their regular work hours. The District may also assign unit members emergency duties as disaster service workers, pursuant to Government Code sections 3100-3109.

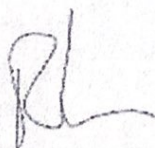
- 3) In the event a CSEA bargaining-unit employee is exposed to COVID-19 or is taken ill with COVID-19, or wishes to self-quarantine for reasonable cause, the employee may use all available leaves, without fear of reprisal, including sick leave provided under the Families First Coronavirus Response Act. Employees who have exhausted accrued sick leave may use extended sick leave as provided for by law and the collective bargaining agreement. Employees seeking to use such leaves must follow standard absence reporting procedures.
- 4) Unit members who have a doctor's note or written self-certification indicating a higher risk for serious illness from coronavirus because of age, a serious long-term health problem, or otherwise, shall not be required to report to a worksite during school closures, and will continue in paid status without having to use their accrued leaves. These employees may be required to work remotely, unless on an authorized leave of absence.
- 5) For the duration of time that District schools and/or offices are closed due to the risk of a spread of the COVID-19 virus, unit members will not suffer the loss of any pay or benefits relative to their regular schedules for the period of closure. To ensure the District can financially meet this obligation, CSEA agrees to support the District's efforts to comply with the Governor's Executive Order N-26-20
- 6) The District will provide appropriate software and training (Zoom, Skype, WebEx, Canvas, etc.) if they require unit members to work remotely during school closures. The District will work with staff as necessary to ensure that they have the requisite technology skills to support students in the virtual environment. No unit member will be subject to disciplinary action if unable to engage in the virtual program while waiting for support and/or training.
- 7) If either party has an interest in scheduling make-up student instructional days, or if the state requires make-up student instructional days, the parties will promptly meet and negotiate.

8) The District shall support childcare related requests by employees as provided for in the collective bargaining agreement and applicable laws, including the Families First Coronavirus Response Act.

9) The MOU is being entered into solely under the context and circumstances of the COVID-19 pandemic and is non-precedent setting. The parties agree that, except for subjects already addressed in this MOU and the collective bargaining agreement, CSEA has not waived its rights under the EERA.

This MOU shall remain in full force and effect and sunsets at the end of the 2019-20 school year or whenever District schools reopen, whichever is sooner.

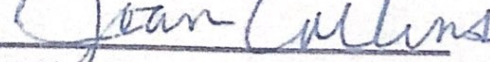
Dated: MARCH 27, 2020

By: 
Dr. Rich Newman, Superintendent
For the Alpine Union School District
(agreed to with electronic signature)


Dated: MARCH 27, 2020

By: Dr. Bobbi Burkett
Dr. Bobbi Burkett, Assistant Superintendent
For the Alpine Union School District
(agreed to with electronic signature)

Dated: MARCH 27, 2020

By: 
Joan Collings, CSEA Labor Relations Rep
For California School Employees Association

Dated: MARCH 27, 2020

By: 
Matt Busacco, President, CSEA Chapter #607
For California School Employees Association