

MEMORANDUM OF UNDERSTANDING BETWEEN
MENIFEE UNION SCHOOL DISTRICT AND MCCE

COVID-19/Coronavirus Emergency Response

March 31, 2020

- 1) This Agreement is effective March 16th, 2020 through April 30th, 2020. Should the need for this Side Letter Agreement extend beyond April 30, 2020, the Parties may mutually agree to extend this Agreement in additional 30-day increments. This agreement does not set precedent in future situations.
- 2) The District will inform the Union as soon as practicable, ensuring privacy rights under HIPPA and CMIA, should it learn of a confirmed or possible COVID-19 infection of District employees or students, or community members utilizing District facilities.
- 3) The District will train its employees in public health measures, hygiene, and sanitation to help mitigate the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. The Union will support the District in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health.
- 4) In the event a bargaining-unit employee contracts or is exposed to COVID-19 and is directed to quarantine themselves, their pay and benefits shall be maintained for the duration of their quarantine.
- 5) Employees who are otherwise ill, and those with medical proof of susceptibility to the virus (including employees over 65 and those with compromised immune systems and/or respiratory problems), will be granted sick leave as liberally as possible in order to follow public health recommendations to remain at home. Where applicable, this shall include the use of Extended Sick Leave and/or Catastrophic Leave provisions to maintain full pay and benefits.
- 6) The District shall make reasonable efforts to accommodate requests by employees who are parents dealing with childcare issues caused by COVID-19-related closure consistent with Labor Code section 230.8. This includes use of any personal leave and other accrued leaves.
- 7) In the event any District facility must be closed, or any District operations are curtailed due to the COVID-19 epidemic, The District will maintain pay and benefits for bargaining-unit employees relative to their regular schedules for the period of closure or curtailment. Employees will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

a. During such a closure, employees may be required to work remotely from home. Employees that are not assigned to work remotely are in standby status. Said employees can be called to report to the district at any time. Employees need to refrain from any behavior that would not be permitted during their working hours. In the event a Unit Member, excluding essential employees, must report to a District site, the District shall communicate the District need and reason(s) in writing and give the Unit Member a minimum of twenty-four hour (24) notice to report to work.

b. The district is required by law to provide meals for students during the closure. Therefore, Nutrition Service assignments shall be distributed as follows: employees shall be assigned on a voluntary basis, in order of seniority, to prepare and hand out meals, when the entire department is not required to work. If the required number of staff is not met to cover all duties, based on the volunteer system, employees will be assigned on a rotational basis, beginning with the least seniority first. This same order of distributing assignments shall be emulated for all positions that may fall within the same scenario (where the entire department is not required to work on campus/site).

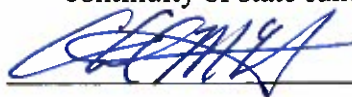
c. If the district implements a distance- or home-learning program during a school closure, all employees who may be required to assist with a distance or home learning program will be provided with training, materials, and additional resources required to support such a program.

d. These same provisions will apply to permanent employees who were fulfilling long term assignments for another staff member who was out on leave prior to school closure and continues to be out on leave. Permanent employees who work regular extra-duty assignments will continue to be paid in accordance with their approved hours.

8) The District may seek to add additional school days to this school year or next year. Should additional school days or other measures be sought by the District to add additional instructional minutes, the parties agree to meet and bargain about the implementation.

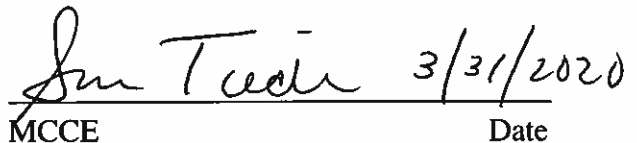
9) The Union will support efforts to maintain funding in the event of ADA loss or reduction in school days, pursuant to Education Code §§ 41422, 46390 and 46392 in the event of a closure of any District facilities due to epidemic.

10) If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, MCCE will renegotiate this agreement for the 2020-2021 school year based on the continuity of state funding for the closure.



MUSD

3/31/20
Date



MCCE 3/31/2020
Date