

5-8-20

**CORONAVIRUS PANDEMIC RESPONSE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
NEVADA UNION HIGH CHAPTER #165 (CSEA)
AND THE
NEVADA JOINT UNION HIGH SCHOOL DISTRICT (DISTRICT)**

This memorandum is agreed between Nevada Joint Union High School District and the California School Employees Association and its Chapter 165 (together "CSEA") concerning the District's response to the Coronavirus (COVID-19) pandemic.

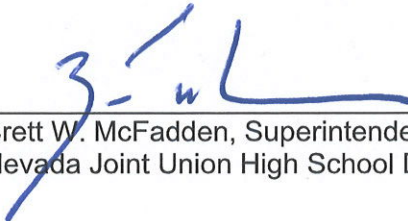
Should the District close any schools ("emergency school closure") to address the COVID-19 pandemic, the District shall comply with requirements of California Executive Department Executive Order N-26-20. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to the pandemic.

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, 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 COVID-19. 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 COVID-19 infection of District employees or students and at which campus or worksite said infection was found.
2. The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will provide employees with necessary supplies for preventive sanitation measures (i.e. soap and water, disposable towels or tissues, hand sanitizer, masks, and gloves). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
3. Employees who were called in to physically return to their worksite during the period of time when the District claimed to be in complete closure (March 16 - 24, 2020), shall have the option to either receive no less than one and a half times (1.5) their standard rate of pay for being called in or be given comp time at a rate of one and one half times (1.5) their standard rate of pay. In the event the District goes into another complete closure situation (not providing restricted/limited services to our community), any employee called in will again be given the options listed. Both parties acknowledge that employees have already been compensated for their time worked, and additional compensation or comp time will reflect the additional .5/hour as outlined above.

4. Employees who have been requested to work from their homes by their Supervisor will be paid a one-time reimbursement of \$50 to help subsidize for individuals added cost for utilities (i.e. internet, cell service, office supplies); after May 8th, if employees are required or directed to work from home they will receive \$35 per month. For work performed beginning with the date of March 25, 2020, employees who must be physically present on the worksite to perform their job duties, and have been directed to be physically present, shall receive 2 hours of comp time for every 40 hours of work. Staff who have been given the option of working from home or at the worksite, shall not be entitled to the additional comp time for work performed at the worksite.
5. In recognition of the need for flexibility during these times of uncertainty, staff may be asked to work out of class, or to perform additional duties that qualify in excess of "other duties as assigned". If time permits the District shall establish a Classified volunteer list, similar to Summer help, and seek to fill needed positions within the District from this list first. Should the District not have enough classified volunteers to fill the needed positions they may assign qualified Classified staff to fill the remaining needed positions.
6. Unit Members' compensation, benefits, and all stipends shall not be reduced as a result of the emergency school closure. This includes all stipends for the remainder of the contractual school year. Unit members shall not be required to make up any work days due to the COVID-19 emergency school closure duty days, or any other contractual /assignments missed as a result of the emergency school closure.
7. Upon the State / County / District determining schools safe to open, the District shall provide no less than twenty-four (24) hours' notice, by phone and/or email, to all unit members of the need to return to the worksite when necessary.
8. Members being called into work during the COVID-19 school closure emergency shall receive notice no later than 3:00 p.m. the day prior to the expected working day to allow time for the member to make proper schedule arrangements. Any member notified to report to work after 3:00 p.m. the day prior, will have the right to refuse the shift without fear of reprimand, loss of vacation/personal necessity/leave time, or loss of pay and the shift will be governed by the provisions in Article 9.13 of the collective bargaining agreement.
9. Due to the current COVID-19 situation, employees are unable to fulfill the makeup hours caused by the PSPS (Public Safety Power Shutoff) days experienced in the 2019/20 school year. Because of this, members shall not be required to makeup these hours (up to 24 hours of required make up time).
10. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.
11. The District and CSEA agree to comply with all legal and statutory regulations provided by the state and federal government in relation to COVID-19 as outlined in the "Families First Coronavirus Response Act" also known as HR6201.

12. This memorandum of understanding shall be in effect from the date signed below, through June 30, 2020. In the event the emergency school closure exceeds the end of the school year (June 30, 2020), both CSEA and the District shall negotiate.



Brett W. McFadden, Superintendent
Nevada Joint Union High School District

5-12-20

Date



Kevin Atkins, President, CSEA Chapter #165

5-11-20

Date

Kurt Benfield, CSEA Labor Representative

Date