

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
San Juan Unified School District (District)  
And  
California School Employees' Association, Chapter 127 (Association)**

**Essential and Emergency Operations During Closure Due to COVID-19**

Given the extraordinary situation facing the nation due to the outbreak of the Coronavirus - COVID 19 - and directives from the State of California to close schools immediately to stop the rate of exposure and infection, the local chapter of the California School Employees Association (Association) and San Juan Unified School District (District) have convened and agreed that we need to continue essential and emergency services.

As of March 13, 2020, the District has closed facilities due to the COVID-19. The parties confirm that, regardless of Executive Order N-26-20, all CSEA members shall continue to be paid at their regular negotiated pay rate with benefits for the remainder of the 2019-20 school year. The Parties agree that some employees may need to work at a school site or district facilities while this executive order is in place and schools and sites are closed. Furthermore the parties agree that to the extent possible effort shall be made to allow staff to work remotely while schools and sites are closed.

- Bargaining unit members who were/are required to work at a school site or district facilities between March 14, 2020 and April 12, 2020 will be compensated at time and one-half their regular rate of pay for their work at a district site or facility (this rate is inclusive of the negotiated base rate referenced above). These situations will require pre-approval by both their direct supervisor and cabinet member.
- After April 12, 2020, bargaining unit members called upon to work at a district site or facility and whose primary (75% or more of their duties) responsibility includes consistent (75% or more of their time) face-to face interaction with the public (including vendors and other visitors to the district) will be compensated at time and one-half their regular rate of pay for their work at a district site or facility (this rate is inclusive of the negotiated base rate referenced above). These situations will require pre-approval by both their direct supervisor and cabinet member. The District agrees that appropriate social distancing measures will be in place and adhered to for any member working at a site or facility. Members who are unavailable, or unable, to work at a site or facility after April 12, 2020 should notify their supervisor and access the Families First Coronavirus Response Act (HR 6201) or the Family Medical Leave Act (as applicable) or their Sick Leave, Vacation or Personal Necessity as appropriate.
- After April 12, 2020, bargaining unit members called upon to work at a district site or facility and whose primary responsibility does not include consistent interaction with the public, will be compensated at their negotiated hourly rate. The District agrees that appropriate social distancing measures will be in place and adhered to for any member working at a site or facility. Members who are unavailable, or unable, to work at a site or facility after April 12, 2020 should notify their supervisor and access the Families First

Coronavirus Response Act (HR 6201) or the Family Medical Leave Act (as applicable) or their Sick Leave, Vacation or Personal Necessity as appropriate.

Members who are working at a site or facility that have specific concerns or questions should contact the CSEA office. CSEA, Labor Relations and the SJUSD Human Resource Department will work collaboratively to explore options.

This MOU shall not be precedent setting and shall not be the basis for establishing a past practice.

This MOU will sunset on Friday May 1, 2020 unless both parties mutually agree to extend the timeframe or modify the MOU. In the event the closure or curtailment seems likely to last beyond May 1, 2020 the District and CSEA shall meet and negotiate the terms and effects.

The undersigned represent that they are extending this MOU to May 30th and are authorized to execute this MOU.

The undersigned represent that they are extending this MOU to June 9, 2020 and are authorized to execute this MOU.

*Karen Smith*

Karen Smith                      5/26/2020  
President  
California School Employees Association

*Kurt Benfield*

Kurt Benfield                      5/26/2020  
Labor Relations Representative  
California School Employees Association

*Jim Shoemake*

Jim Shoemake                      5/26/2020  
Assistant Superintendent  
Schools and Labor Relations  
San Juan Unified School District