

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PITTSBURG UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, PITTSBURG CHAPTER 44  
CORONAVIRUS RESPONSE**

**April 9, 2020**

This memorandum of understanding is entered into between Pittsburg Unified School District (“District”) and the California School Employees Association and its Chapter 44 (“CSEA”) concerning the District’s response to the coronavirus (COVID-19) epidemic.

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 (virus). 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 and CSEA mutually recognize the application of HIPPA laws and requirements and guidance from Federal, State and Local Health officials regarding the same. In the event, the District learns of a confirmed or likely COVID-19 infection of any District employee, student, or community member using District facilities, the District shall follow these laws and this guidance in giving any notifications to District employees.
- 2) The District will continue to educate its employees in public health measures, hygiene, and sanitation to help prevent 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). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals, which shall not involve human contact. Employees are reminded of their duty to do assigned work 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).
- 3) In the event employees of the District are directed and required to report to work during closures, each shall earn three (3) hours of banked sick leave for every five (5) work days of full-time service provided commencing March 16, 2020, pro-rated for part-time employees.
- 4) 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

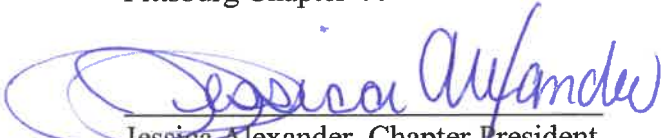
use available leaves without fear of reprisal. Employees who have exhausted accrued sick leave may use extended sick leave. Employees belonging to populations deemed by the State as uniquely vulnerable (i.e. Over 65 or immune compromised) to the effects of the virus shall be allowed to self-quarantine and take available leave consistent with the newly enacted Families First Coronavirus Response Act which is effective April 2, 2020. Similarly, those employees with medical proof of susceptibility to the virus should it be detected among students or staff at a facility will be granted leave as required by law. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so. Leave under the Families First Coronavirus Response Act will be available to employees effective April 2, 2020. Any other leaves created by legislation in response to the coronavirus outbreak will be available to unit members as applicable. Anyone who was on leave as of March 16, 2020, will remain on leave as scheduled unless the employee provides the District with a doctor's note releasing them to return to work. The District and CSEA will work cooperatively during school closures to resolve issues related to an employee's transition in leave status, including, but not limited to an employee transitioning from industrial accident leave to their own accrued sick leave or an employee transitioning on or off the 39-month reemployment list.

- 5) Upon expiration of the Shelter in Place Order, after District schools reopen, bargaining unit members who may have been or were potentially exposed to the coronavirus and are required by order of any health authority or doctor recommendation to be quarantined or required by order of any health authority or doctor recommendation to be self-quarantined shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave.
- 6) In the event any District facility must be closed, or 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. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. This paragraph will apply up to and including at least June 30, 2020. In the event the closure or curtailment seems likely to last beyond June 30, 2020, the District and CSEA will meet and bargain about the issue.
- 7) All CSEA members, except those on an approved leave, shall make themselves available by phone during their regular work hours during the work week to their supervisors as needed.
- 8) 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 epidemic.
- 9) In the event the District seeks to add additional school days to this school year or next year, the District will negotiate further with CSEA.

The District shall comply with Labor Code section 230.8.

10) This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

California School Employees Association  
Pittsburg Chapter 44



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Jessica Alexander, Chapter President

CSEA Pittsburg Chapter 44



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Cathy Matlock

Chief Job Steward/Negotiations Team

CSEA Pittsburg Chapter 44



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Michael Pineschi

CSEA Labor Relations Representative

Pittsburg Unified School District



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Evelyn Tamondong-Bradley

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Larry Oshodi

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