

**TENTATIVE AGREEMENT: MEMORANDUM OF UNDERSTANDING ABOUT
CORONAVIRUS RESPONSE**

PUSD: Randall Booker, Ruth Alahydoian, Anne Dolid, Kim Randlett

CSEA: Terra Salazar, Christine Petersen, Nicole Straley, Genesis Berrios, Janell Hampton

Signed electronically on April 9, 2020

Memorandum of Understanding Effective Date:

This memorandum is agreed between **California School Employees Association and its Chapter 60 (CSEA)** and Piedmont Unified School District regarding the 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. 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) **Sharing of information about spread of illness:** The District will inform CSEA as soon as practicable should it learn of a confirmed coronavirus infection of District employees or students and at which campus or worksite said infection was found.
- 2) **Training and implementation of public health measures:** The District will train 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). The District shall make available to all employees any protective gear necessary to complete assigned tasks. 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) **Employees reporting during closures:** The District shall timely inform CSEA about which classifications of employees, and how many, are required to report for work during COVID-19 related closures. The District shall keep CSEA informed of its current and planned operational needs as they affect bargaining-unit employees working during the epidemic and shall upon request bargain further about the effects of such operations. The District shall in no event assign bargaining-unit employees to perform work not reasonably related to their usual work without first bargaining with CSEA.

- 4) **Leaves due to COVID-19 related events:** Subject to Executive Orders, current law, regulations and guidance, no employee shall have accrued leave deducted for taking time needed to comply with a medical professional’s recommendations, including to self-quarantine, to secure one’s own health, or secure the health of one’s household during the COVID-19 crisis. Confirmation, as soon as practicable, from a doctor’s note is required. 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 will not be required to use paid sick leave or any other form of paid time off during such time.

Employees with dependent-care needs, who are not absent for health reasons listed above, shall not have accrued leave deducted for failing to report unless their employer has offered no cost childcare for the duration of work hours and the employee has declined.¹

HR 6201: The parties recognize that the Federal “Families First Coronavirus Response Act,” also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Please refer to the informational email issued by Kim Randlett on April 1, 2020 with specific details regarding HR 6201: “Families First Coronavirus Response Act.”

- 5) **Distance learning:** CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a result of District implementation of distance learning programs. The District will keep CSEA informed of any changes to its operations due to the emergency adoption of distance education, including of any increased need for Information Technology/Information Systems services or for any other operations that could potentially be performed by classified employees, and will promptly respond to further requests to bargain over such issues.
- 6) **No loss of pay during COVID-19 related closures or curtailments:** As District facilities are closed and/or 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. To acknowledge those CSEA employees who are providing an essential service and who must be physically on a district site during the Alameda County Department of Public Health Shelter-in-Place Order, the District shall provide additional compensation at the same rate listed in 12.6 of the current contract (\$10.00 per hour) so long as prior approval has been given by their supervisor.

6.A.: Additional compensation at the same rate listed in 12.6 of the current contract will be in effect for the following classifications:

- Beginning March 17th, 2020: Business Services, Maintenance, Custodial, Technology, Mail.

¹ This language reflects the agreed Labor-Management Framework issued on April 1, 2020.

- Beginning March 30th, 2020: Any other CSEA classification.
- 7) **CSEA support for full funding:** 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.
 - 8) **Additional school days:** In-the event the District seeks to add additional school days to this school year or next year, the District will seek to staff such additional days first by offering the work to unit members by order of seniority. Such work shall be compensated at least the same as during the regular school year.
 - 9) **Duration of Agreement:** This agreement shall remain in effect through August 10, 2020. Upon mutual agreement, this current MOU can be extended.
 - 10) **Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties’ collective bargaining agreement.
 - 11) **Compliance with further governmental orders:** The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees, and will bargain as needed over the effects of such further directives.

PUSD Signature and Date	CSEA Signature and Date
Randall Booker	Terra Salazar
Ruth Alahydoian	Christine Peterseon
Anne Dolid	Nicole Straley
Kim Randlett	Genesis Berrios
	Janell Hampton

