

**MEMORANDUM OF UNDERSTANDING BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
TRANSPORTATION CHAPTER 885
CORONAVIRUS RESPONSE
April 6, 2020**

This memorandum is agreed between Stockton Unified School District (“District”) and the California School Employees Association and its Transportation Chapter 885 (“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. 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 will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus 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 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. 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 of a shelter in place order, unit members deemed essential to the operations of the DISTRICT and who, as a result of this designation, must report to the District to perform their essential functions, will receive, in consideration of this service one day compensatory time off for reporting to work in a given week during the COVID 19 Emergency beginning with the week of March 16, 2020 and concluding with the employee’s work calendar. Unit members agree to use this earned compensatory time off after the emergency ends. Supervisors will make every effort to grant this time off during a mutually accepted time, and if a mutually acceptable time cannot be agreed to, the District agrees to cash out whatever amount of time cannot be granted on the next possible pay warrant.

- 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 shall remain in paid status without loss of sick or other available leaves. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay. Similarly, those employees with medical proof of susceptibility to the virus should it be detected among students or staff at a facility shall be allowed to self-quarantine with no loss to individual leaves or pay. Employees with verifiable dependent child care needs should not have leave deducted for inability to be at work. 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.

- 5) 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 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 for the duration of any such closure or curtailment.

- 6) Should the District close any schools to address COVID-19, 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.

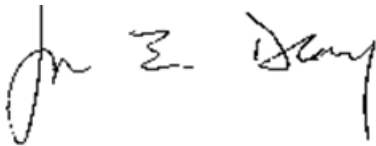
This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

Dated: April 10, 2020

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For District:

For CSEA 885:



Cynthia Solis



