

SIDE LETTER AGREEMENT
between the
MT. DIABLO UNIFIED SCHOOL DISTRICT and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Chapter 43

Regarding

The MOU Addendum for March 2021: Hybrid
Learning Phase MOU

Mt. Diablo Unified School District (MDUSD) will open schools in a new Hybrid Learning Phase (HLP) and will follow county and CDPH guidelines regarding the reopening its schools with consultation with labor groups and board approval. Maintaining flexibility at all distinct and different phases will be paramount to our success, as we collectively engage in instructional and work models that are new and that must remain responsive to ongoing safety guidance and the needs of our students and families. Changes in the model that affect working conditions will be bargained with CSEA before decisions affecting the CSEA bargaining unit are made.

The district agrees to follow the CSEA Collective Bargaining Agreement however, changes required due to COVID-19 will have universal impacts, in addition to impacts that are specific to each job classification, in particular the CDPH guidelines as updated.

This side letter agreement represents a commitment to prioritize the health and safety of staff and students in order to minimize the risk of COVID-19 spread while also providing for the education of all students.

1. All unit members who are currently supporting students remotely during morning Daily Live Interaction (DLI) session, will be permitted to perform those duties during morning DLI from a location other than a district site with principal approval (unless there are students for whom they are assigned or later assigned to support on-site at any time of the day). Members who, based on their assignment, assigned students, the nature of their job, or where H.R. or Principal determines they cannot perform their essential job functions from a location other than a district site will be required to work from a district site.
2. All members will be on-site to perform all duties when students are on campus for hybrid learning, or for other tasks required to be performed on-site or at a district work locations unless the district determines that they can be reasonably accommodated based on a medical condition or disability through the interactive process.
3. Grievance Procedure: Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall not be enforceable through the parties' existing grievance and arbitration procedures in their collective bargaining agreement.
4. This Side Letter is non-precedent setting and expires on June 30, 2021.

Signatures:

For CSEA:

 3-22-2021

For District:

 3-23-21

For CSEA:

Willie Phab 3/23/21

Kimberly Montano 3/23/2021

[Signature] 3/23/2021

[Signature] 03-23-2021

For District:

