

MEMORANDUM OF UNDERSTANDING  
between the  
MOUNT DIABLO UNIFIED SCHOOL  
DISTRICT and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
Chapter 43

August 12, 2020

Mount Diablo Unified School District (MDUSD) will open schools in a Distance Learning Phase (DLP) and will reopen its schools in a physical model (hybrid or full return) after the County has been removed from the CPDH "Watchlist" for 14 days and with board approval. Maintaining flexibility at all 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.

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.

This 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) **Hours of Employment and Calendar**

- a) CSEA members will be allowed to take a nutrition break at the same time as students and teachers to allow for a later "duty free lunch period."
- b) Duty free lunch period may be scheduled later during the regular work period after student dismissal.
- c) 180 day (School Day Only) employees will follow the revised school calendar.
- d) All employees shall return to their respective workstations and locations by the start of their employment calendar unless otherwise notified by their supervisor.
- e) For the 2020-2021 school year, all CSEA unit employees in paid status as of August 17, 2020 will remain in paid status at their current pay, hours, and schedule unless:
  - i) They resign or voluntarily or leave employment with the district at which point they will follow normal procedures per the contract. Or if:
  - ii) their position is eliminated due to funding being discontinued, in which case the employee shall be offered a choice of vacant positions for which they are qualified, for any position eliminated up until January 30<sup>th</sup>, 2021, thereafter, the CBA will be followed. The District will follow seniority and other procedures outlined in the CBA. The transition will take place so that no interruptions in benefits or pay will occur if the employee is qualified and

accepts or bumps into a position. It is the intent of the district to help employees find other positions for which they are qualified. If there are no vacant positions, or the member refuses the offered position(s), the member will go on the 39-month rehire list.

f) The District will assess if the lay-off or elimination of the position will affect the ability to provide the required level of service set forth in the learning continuity and attendance plan.

g) Per government code 1126, Unit members agree not to accept or continue in any volunteerism, job, consulting work, or employment during the unit member's working hours as specified in the Collective Bargaining Agreement. Such employment may be cause for a repayment of wages and disciplinary action.

2) **Health and safety Guidelines**

a) The District shall adhere to the COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Contra Costa County Public Health Department, as may be updated from time to time ("Guidelines"). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

b) The District shall require the use of face coverings for all persons who enter district facilities and provide at least two (2) masks to every bargaining unit member to work on site.

c) The District shall comply with the following hand washing logistical requirements:

i) Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered;

ii) Every room with a sink shall be stocked with soap.

iii) Every classroom shall be provided hand sanitizer;

iv) All workspaces shall be provided hand sanitizer;

v) Hand sanitizer will be accessible in other high traffic areas on campus.

vi) All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

d) The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and

most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

- e) The District shall ensure all students, employees, and visitors complete a screening questionnaire daily indicating they are symptom free and have not been exposed to COVID-19. Staff and students must complete health screenings prior to entering campus and are subject to wellness checks throughout the day, including temperature checks via no touch thermometers or undergo self-screening prior to arrival.
- f) Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. The district will follow the guidelines and notification procedures from Contra Costa County Health Department.
- g) The district shall provide all unit members with information for locations that offer covid-19 testing, including free local testing.
- h) Employees shall receive training related to COVID-19 and associated work duties during the workday.
- i) When the district requires a particular kind of facial covering or protective equipment the district will provide the appropriate personal protective equipment (PPE) to accommodate this requirement. Face shields shall be provided upon request for Bargaining Unit Members, and for students during situations where there is one-on-one instruction. Gloves will be provided for toileting, diapering and cleaning duties.
- j) School and district offices will be prepared with protective plexiglass as it becomes available for public spaces in which physical distancing is not possible. In the interim, all offices will be reconfigured to align with county guidelines to the extent possible.
- k) If unit members are required to work at a cleaned and sanitized worksite, school site, they will be allowed to bring their children to work if needed. Children will remain under the direct supervision of their parent.

- 3) **Equipment**
- a) Bargaining unit members who are afforded accommodations through the interactive process to work from home/site shall be issued a Chromebook when needed to perform essential functions of the positions. This shall apply to CSEA employees who directly support distant learning or online trainings, communications and similar work.
  - b) Members will receive training on platforms and equipment needed to perform the essential functions of the position.
  - c) The District will train any members on distance learning technology used by the District.
- 4) **Staffing**
- a) Unit members who provide documentation of an underlying high-risk condition, or reside with someone with documentation of an underlying high-risk condition, and who believe that they cannot provide in-person instruction, must participate in the interactive accommodations process. The district shall make reasonable accommodations in an effort to provide alternate work assignments such as tele-commuting without a loss of compensation or benefits.
  - b) Extra hours may be made available and will be offered on a voluntary basis and seniority.
- 5) **Leaves for diagnoses with COVID-19:**
- a) Members who do not pass the daily screening, exhibit symptoms of covid-19 at any time during the school year, have been in close contact with a person who has been diagnosed with covid-19, or receive a positive covid-19 test result, should contact their supervisor immediately and shall not enter a district facility.
  - b) The Chief of HR or designee shall contact the employee regarding the following: placement on paid administrative leave, ability to work remotely, steps for returning to work, and other requirements that comply with County orders.
  - c) Employees needing any assistance or have questions around the Families First Coronavirus Response Act should contact the Human Resources Department who will advise them on applying for any appropriate leaves.
  - d) Members who must quarantine because of COVID-19 exposure at their work site, but who continue to provide services remotely, will not have time deducted from sick leave.
  - e) For the 2020-2021 school year the district will follow the requirements under the Family First Coronavirus Response Act (FFCRA) and any other leave provisions allowable under the current contract.
  - 6) **Leaves:**

- a) The District agrees to protect and support unit members who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as telework or negotiated change in classification or duties.
- b) Such members will engage in tele-work options or online training; no leaves will be deducted.
- 7) **No loss of pay during COVID-19 related closures, curtailments, or distance learning:** 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 or distance learning. Thus, for example, the District will continue to pay bargaining-unit employees even if they are unable to work at the school site but are available to provide remote services if needed, due to coronavirus-related reduction in use of District facilities. Unit members 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.
- 8) **Telecommuting**
  - a) CSEA bargaining-unit employees who are working remotely may be required to report to work at a District site to perform essential functions of the position which cannot be completed from home. The District shall establish a schedule for anyone telecommuting that is going to be required to report to work at a District site. The schedule shall be posted at least 72- hours prior to reporting.
  - b) Telecommuting members shall retain their current work schedule and work year calendar unless previously negotiated.
  - c) The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours and/or work year.
  - d) For those employees required to work from home through an interactive process, a stipend of \$25 per month if required to perform essential functions of \_\_\_\_\_ the \_\_\_\_\_ job.
- 9) **Evaluations**
  - a) Evaluations for all probationary members on the evaluation cycle for 2020-2021 will take place in person or remotely.
  - b) If the District does not return to in-person instruction prior to October 31, 2020, evaluations for non-probationary members will continue as outlined in the CBA but timelines will be adjusted to reflect the later start.
- 10) **Job Duties and Descriptions during the 2020-2021 school year:**

- a) The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.
- b) All CSEA Unit Members (every classification) may be assigned the following work regardless of if it is covered in their job description (in order to assist during the periods of distance and hybrid learning in the 2020-2021 school year):
  - i) Support with morning screening procedures and supervision before school, during passing periods, recess, lunch, and dismissal.
  - ii) Assist in cleaning or sanitizing desks and tables during any hybrid model.
  - iii) Assist in making phone calls or other contact with families of students who are not participating in the blended or distance learning model, and documenting the results, to ensure that the district remains in compliance with temporary state accountability rules around virtual learning. A sample script will be provided.
  - iv) Bilingual members may be asked to assist with family outreach, translation needs for families, students, and staff.
- c) **Campus Supervisors may be assigned the following work regardless of if it is covered in their job description in order to assist during the periods of distance and hybrid learning in the 2020-2021 school year:**
  - i) Watch over school property during distance learning or hybrid model or any other times during their normal work hours.
  - ii) Ensure the safety of campuses.
  - iii) Keep visitors and other non-staff away from campus during shutdowns or distance learning.
  - iv) Help give directions or contact information (hybrid or distance learning model) to visitors and if needed inform them of District safety requirements – such a masks or physical distancing.
  - v) Inform public if school offices are closed to the public.
- d) Other CSEA Units aside from Campus Supervisors may be assigned the following work regardless of if it is covered in their job description in order to assist during the periods of distance and hybrid learning in the 2020-2021 school year:

- i) During distance learning in both the blended and full distance learning models, para educators will support student learning through attending zoom meetings with teachers.
  - ii) Working with small groups of students in zoom or other online breakout rooms
  - iii) Work under the direction of a teacher when students are present on campus.
  - iv) Provide assistance with the hotline for parents to call in and receive assistance with students' access to learning resources.
  - v) Bilingual members may be asked to assist with family outreach, translation needs for families, students, and staff.
- 11) **Other Provisions:**
- a) Information and Further Negotiation: The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.
  - b) 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.
  - c) All components of the current Collective Bargaining Agreement between CSEA and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
  - d) This MOU resolves the negotiable effects of changes to working conditions due to the COVID-19 Pandemic. The District and/or CSEA reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-21 school year.
  - e) This MOU shall expire in full without precedent on June 30, 2021, unless extended or rescinded by mutual written agreement.
  - f) Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement.
  - g) Both parties recognize that additional public health guidance may require future updates to this MOU and calendar. The parties agree to meet to negotiate any amendments or additions as soon as practical. During this closure, classified employees will continue to be paid their regular rates and are expected to work remotely if necessary.

- h) The District and CSEA will meet no later than Friday October 16, 2020 to negotiate and confer about potential plans for the new year in addition to any negotiations triggered by 11(a) in this document.

Signatures:

FOR CSEA:

  
Annie Nolen - President 8/13/2020

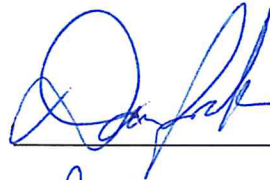
  
Kim Montano - Vice President 8/13/2020

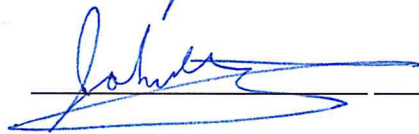
  
Denise Ingham - Comms. Officer. 8/13/2020

  
Vikke Phalen - Treas. 8/13/2020

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8/13/2020

For District:

 8-13-20

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