

MEMORANDUM OF
UNDERSTANDING between
the MOUNT DIABLO
UNIFIED SCHOOL DISTRICT
and the
CST

AUGUST 19, 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 “Watch list” for consecutive 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 must remain responsive to ongoing safety guidance and the needs of our students and families.

The district agrees to follow the CST 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. The CST Contractual Agreement between MDUSD and CST will remain in effect.
2. **Hours of Employment and Calendar**
 - a. 180 day (School Day Only) employees will follow the revised school calendar.
 - b. All employees shall return to their respective workstations and locations by the start of their employment calendar unless otherwise notified by their supervisor.
 - c. Members will receive wages and benefits for their job in line with the collective bargaining agreement.
 - d. 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.

- e. Unit members will not be expected to work outside their contractual agreement, with respect to work hours/days for their job assignment, however some modifications to scheduling may be needed. CST and MDUSD will meet and confer as this occurs.

3. **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, following the social distancing standard of staying a minimum of 6 feet from others. The district will provide, one time, at least two (2) face coverings to every bargaining unit member, for work on site to members who have not yet received their face coverings.
- 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 or be provided with hand sanitizer.
 - iii. Hand sanitizer will be accessible in other high traffic areas on campus.
 - iv. 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.

Reporting of noncompliance shall be brought to the attention of the immediate supervisor, as well of the head of Maintenance and operations.

- d. The District shall ensure that all used 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. District will adhere to current state and county health guidelines regarding wellness checks and self-screening.
- 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. Employees shall receive training related to COVID-19 and associated work duties during the workday, if they have not already been trained.
- h. 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.
- i. 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 practicable.
- j. Unit members shall follow strict safety protocols. All staff shall be required to wear a mask when in common areas or in the proximity of others. The district will make every effort to reduce potential COVID exposure to keep bargaining unit members as safe as possible, including pods where applicable.
 - i. Common areas such as lounges and staff break rooms where social distancing between tables or chairs is not maintained, shall not be utilized during this period (to reduce the possibility of large groupings of individuals in one area).

4. Equipment

- a. Members will receive training on platforms and equipment needed to perform the essential functions of their position.

5. 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, must participate in the interactive accommodations process if necessary. The district shall make reasonable accommodations in an effort to provide alternate work assignments without a loss of compensation or benefits.

- b. Extra hours may be made available and will be offered on a voluntary basis and seniority.
 - c. New Staff Orientations: MDUSD will follow the terms of CST collective bargaining Agreement and shall be done virtually, as possible. Human Resources will work collaboratively with CST on this matter.
 - d. The following items will be communicated consistently and broadly by the District administration to every site administrator, and all employees:
 - i. Family First Coronavirus Response Act (FFCRA)
 - ii. COVID-19 Response Plans
 - iii. Food Service distribution and production sites
 - iv. Expectations of custodial staff
 - v. Expectations of District Security
 - vi. Instructions for accessing District provided translation services
 - vii. Directions on how to contact direct supervisor with any questions.
6. **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 Human Resources or designee shall contact the employee regarding the following: placement on paid Family First Coronavirus Response Act (FFCRA) leave (if eligible and applicable), ability to work remotely, steps for returning to work, and other requirements that comply with County orders.
 - c. The HR 6201/Family First Coronavirus Response Act provides for qualifying leaves in addition to those leaves already provided pursuant to Federal and State statutes and the collective bargaining agreement. These leaves can be used in addition to an employee's regular leave options or in lieu of, depending on whether certain criteria are met as described in the FFCRA Employee Rights document regarding paid sick leave and expanded Family and Medical Leave under FFCRA. It is understood that these documents and instructions have been provided to all employees through District email and are accessible on the District website.
 - d. Employees needing any assistance or have questions around the Families First Coronavirus Response Act should contact the Human Resources Department who will advise them.

- e. CST 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.
- f. Parties agree that current COVID-19 Response Plans will remain in effect. Should adjustments need to be made, parties agree to collaborate with all stakeholders. On or before August 17, 2020, MDUSD will provide all Response Plans to the Union(s). Response Plans must include a revision date/time stamp, site/department administrator, contact information to include phone number and email address.

7. Leaves:

- a. The District agrees to protect and support CST 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 through the accommodation and/or interactive process.
- b. Such members will engage in tele-work options or online training; no leaves will be deducted.
- c. If member is unable to work for any reason, the member will first use the allowable hours of Families First Coronavirus Response Act (FFCRA) leave before drawing any of their accumulated leave.

- 8.** If any Federal, State, or local agency, including the District, declares a quarantine, all bargaining unit members receive full pay and benefits in accordance with Ed. Code 44964, without loss of sick leave, for so long as the quarantine continues, subject to further direction by law or further Executive Order of the Governor.

9. Work Sites and Alternatives

- a. CST bargaining-unit members are essential employees providing organizational support that enhances successful learning of our students. CST members are required to report to work at a District site to perform essential functions of the position which cannot be completed from home. Should a CST member and their immediate supervisor agree that some portions of their work can be performed from somewhere other than the district site, then by mutual agreement they can develop alternative work schedules that allow employees to work at the site at different times, alternating days, or to telecommute. The schedule shall be posted at least 48 hours prior to enacting any mutually agreed upon changes.

- b. MDUSD and CST both recognize that for many members, childcare during the COVID pandemic is an important concern. Bargaining unit members who work at a site that is safe for children may bring their own children with them under the following conditions:
 - i. the bargaining unit member shall be responsible for the direct supervision of their children at their work site,
 - ii. the bargaining unit member's work gets completed, and
 - iii. the bargaining unit member's work site is not disrupted.
- c. Bargaining unit members who work on an alternative schedule or from an alternative site (including telecommuting) shall check their email every hour and respond within 24 hours.
- d. Bargaining unit members who work on an alternative schedule or from an alternative site (including telecommuting) shall check their voicemail every hour and respond within 24 hours.
- e. Bargaining unit members who telecommute, shall retain their current work schedule and work year calendar unless previously negotiated.
- f. The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours and/or work year.

10. 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.

11. Job Duties and Descriptions during the 2020-2021 school year:

- a. The District and CST acknowledge that California Education Code §45101(a) and §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, CST and the District acknowledge that some CST bargaining unit positions may be asked to perform duties not currently contained within their current job description. Any changes proposed would be met through the meet and confer process.
- b. Recognizing there is a need to realign some duties and work hours, MDUSD and CST will meet and confer in accordance with the Collective Bargaining Agreement.
- c. Management will work collaboratively with CST to ensure that each member is working within their job classification. Should there be a need for a

modification of any bargaining unit members' duties outside of their job classification, parties agree to meet and confer.

12. Other Provisions:

- a. Information and Further Negotiation: The District will share with CST all new information it receives from local health authorities about COVID-19 epidemic. The District will inform CST, 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 CST 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 CST 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.
- h. No bargaining unit member shall be required to pay out of pocket for any training, materials, or professional development required by the District during the emergency school closure. All required training will be completed on paid status. Unit Members will be released from job duties to attend these trainings.

Signatures:

For MDUSD:

For CST:

[Handwritten Signature]

8-19-20

[Handwritten Signature]

8/19/20
