

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

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 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 lunch break at the same time as students and teachers if the schedule permits. Otherwise, normal lunch and fifteen-minute break schedules, laws, and rules apply.
 - 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. Workability and Educational Interpreters shall work their normal 181 days.
 - d) As of the Board Meeting on March 10, 2021, students have a targeted return date to return to school on Monday, March 22, 2021, unless the date is postponed by the Board of Trustees or the Superintendent. All employees not currently working on-site will receive at least three (3) business days notice before being directed to return to the school sites for Hybrid Learning. When any one district site is reopened for hybrid learning, all classified employees will be called back to their current assigned school site as of March 12, 2021 to assist in the hybrid learning model.
 - i) This applies to all members except those currently working from home and have gone through the Interactive Process Meeting and have been approved accommodations or have been working from home and are currently

awaiting an accommodations appointment or response from the District on a request submitted before March 12, 2021.

- e) During Hybrid Learning, members start and stop times may be adjusted - one time, with notification to the member of at least 3 days, in writing, to meet the needs of the Hybrid Schedule and once again for potential full return. Once the start and end times of work are established in writing, including variables in work assignment such as student vacation periods, hybrid adjustments, and modified school day, they shall not be changed for an individual employee without that employees' consent and notification in writing. No member will be required to work beyond their daily work hours without additional compensation at the employees' hourly rate.
- f) Members cannot volunteer in their own status, all hours worked will be paid at the correct rate of pay.
- g) For the remainder of the 2020-2021 school year all CSEA unit employees in paid status as of March 1, 2021 will remain in paid status at their current pay, hours, and schedule through June 30, 2021, unless:
 - i) They resign, or voluntarily leave employment with the district at which point they will follow normal procedures per the contract.
 - ii) In the event of any layoffs, in which case the employee shall be offered her/his choice of any vacant position(s) for which they are qualified (passed test) with hours more than or equal to their current position, including positions/classifications other than those in which they have worked or are currently working.
 - iii) Otherwise, seniority and other procedures outlined in Article 32 of the CBA will be followed. The transition will take place so that no interruptions in benefits or pay will occur if the employee accepts and 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, the CBA will apply regarding return rights, if the member refuses the three offered position(s), the member will be separated from the district.
 - iv) If there are any layoffs for 2021-22, they will occur per the CBA Article 32 and Ed Code.
- h) 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. 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 most recent and ongoing updates for COVID-19 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 as deemed necessary. At the time of these negotiations, that is the consolidated CDPH guidelines found in APPX A.

- b)** The District shall require the use of face coverings that cover both mouth and nose for all persons who enter district facilities and provide at least two (2) masks (preferably three-ply surgical masks if requested) 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 without a sink stocked with soap, shall be provided hand sanitizer;
 - iv)** All workspaces shall be provided hand sanitizer;
 - v)** Hand sanitizer shall 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 provide dividers (three sided) for unit members who are required to work closely with a student. These may be requested from the members site Principal.
- f)** 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.
- g)** 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.
- h)** The district shall provide all unit members with information for locations that offer Covid-19 testing, including free local testing.
- i)** Employees shall receive training related to COVID-19 and associated work duties during the workday.

- j) 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 and disposable aprons will be provided for toileting, diapering and cleaning duties.
 - k) 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.
 - l) Until full return, 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.
 - m) Ensure sufficient ventilation as stated in the CDPH guidelines: If opening windows poses a safety or health risk (e.g., by allowing pollen in or exacerbating asthma symptoms) to persons in the facility, consider alternatives. For example, maximize central air filtration for HVAC systems by using filters with a minimum efficiency reporting value (MERV) of at least 13. Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in classrooms, offices and other spaces. If not able to properly ventilate indoor instructional spaces, outdoor instruction is preferred (use caution in poor air quality conditions).
 - n) Ventilation considerations are also important on school buses; use open windows as much as possible to improve airflow. Specific practices to avoid whenever possible: Classrooms or buses with no ventilation. Classrooms or buses with increased airflow across occupants (e.g., air conditioners or fans blowing into the classroom or overhead fans creating air currents across occupants).
- 3) **HEALTH /Infirmery Rooms/Areas:** For their safety, members will have to communicate to students at a minimal distance of 10 feet from any students awaiting pick up from a parent/guardian due to symptoms of illness and will not be permanently assigned to any health room/area unless members volunteer to staff such spaces/areas.
- 4) Assignments to the health rooms will be staffed entirely on a weekly rotating voluntary and seniority basis. Those CSEA members who volunteer to supervise students in the Health Rooms/Areas will be paid an additional 25% for the specific time that they supervise these students. Such time shall be submitted on a timesheet, in increments of 15 minutes, approved by their Principal and submitted to Payroll.

- 5) **Equipment**
- a) Bargaining unit members who have been 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, equipment, and new or changing technology needed to perform the essential functions of the position, especially related to any changes in the teaching model.
- 6) **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, may request to participate in the interactive accommodations process. The district shall make reasonable accommodations in an effort to provide alternate work assignments such as tele-work without a loss of compensation or benefits.
 - b) Telework will be considered as an option in the Interactive Process Meeting due to the unprecedented nature of this situation, the teachers' ability to telework, and in order to continue providing the highest level of service possible.
 - c) Extra hours may be made available and will be offered on a voluntary basis and seniority.
 - d) The District will follow Education Codes Instructional Aides [45340 - 45349]. CSEA members of any classification will not be used in place of teachers or other staff to watch students in a classroom, or other spaces except for where allowed by way of Education Code 45344 or in normal circumstances such as a bathroom break, et cetera.
 - i) In the event that a member must work in a classroom or teaching space with students but without a teacher or administrator continuously physically present during instruction time (I.e. teacher is teaching via online programs and our member is in the physical room with students) – will be paid an additional 25% for the specific time that they supervise these students. Such time shall be submitted on a timesheet, in increments of 15 minutes, approved by their Principal and submitted to Payroll.
 - e) No member will be required to deliver materials to a student's home in their personal vehicle. On a voluntary basis, members may be asked to drop off materials using District owned vehicles, Deliveries be no-contact and only to a residence.
- 7) **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 (H.R. Employees) shall contact the employee regarding the following: ability to work remotely, steps for returning to work, and other requirements that comply with County orders.
- c) The District will comply with the CDC, CDPH, CalOSHA and CCCDPH guidelines and laws regarding leaves due to COVID-19 including applicable CalOSHA's Emergency Temporary Standards providing that employees excluded from the workplace because of workplace COVID-19 exposure will, after the exhaustion of all leaves, retain their earnings, seniority, and employee rights as if the employee had not been removed from their job as long as they are able to work but the employee is unable to perform the assigned duties due to certain, specific COVID-19 related reason.
 - i) This means specifically that employees who are excluded from work due to a "work-related" exposure, and are otherwise able or available to work (including employees NOT able to work remotely based on the type of job classification or duties), will use qualifying leaves, including sick leave, personal leave, etc., during their period of exclusion or quarantine. These employees will continue to be fully compensated after the exhaustion of all leaves (if that occurs) as long as they are considered "able to work" but the employee is unable to perform the assigned duties due to certain, specific COVID-19 related reasons.
 - ii) The district will go beyond CalOSHA's guidelines for employees with work related Covid exposures or quarantine whose job duties are confirmed by HR to be able to be performed remotely, as they will not need to use any leaves for any work days where they are working remotely. Any days where an employee who is approved to work remotely is too ill to work must ensure these days are marked as ill.
 - iii) If an employee must quarantine or is excluded from work due to a "non-work" related exposure, the employee is entitled to and must utilize any and all qualifying leaves pursuant to the CBA and law for that leave of absence/period of exclusion.
 - (1) If an employee exhausts all qualifying leaves and continues to be ill or must continue quarantine, they may request a leave without pay these employees will not continue to be fully compensated (after exhaustion of all leaves).
 - iv) Office Manager or Admin must ensure all times are accurately entered into Frontline (unless employee is approved by their supervisor and HR to work from, is working from, home).
- d) Any unit member that is a proven contact and/or diagnosed with COVID-19 is subject to federal, state, and local quarantine or isolation orders related to COVID-19.
- e) Employees that are a proven contact, diagnosed with COVID-19, or experiencing symptoms of COVID-19 and seeking a medical diagnosis and are able to perform their essential duties from home will be directed to work from home. Those that are unable to perform their essential duties from home may choose to take this aforementioned COVID-19 leave described in 7(c).

8)

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 allowing said members to participate in an interactive process as required by current law,

potentially providing options such as tele-work or negotiated change in classification or duties.

- 9) **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 Covid-19 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.

10) **Tele-work Due to The Accommodation Process**

- a) CSEA bargaining-unit employees who are working remotely as a result of the Accommodation Process 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 tele-working that is going to be required to report to work at a District site. The schedule shall be communicated at least 24 hours prior to reporting.
- b) These members shall retain their current start and end work times 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.

11) **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 June 30, 2021, evaluations for non-probationary members will continue as outlined in the CBA but timelines will be adjusted to reflect the later start.

12) **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), examples are:
- 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 Learning model.
 - (1) The District will provide all necessary sanitizers, cleaners, and related materials as described or approved in the most recent CDC/OSHA/CDPH guidelines.
 - 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 Learning 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) Inform anyone of District safety requirements – such a masks or physical distancing. If any disagreements arise, employee will refer to or inform an administrator.
 - v) Inform public if school offices are closed or provide directions to the main office for directions/instructions.
 - 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) If Hybrid Learning or full return; work under the direction of a teacher when students are present on campus.
 - iv) Bilingual Instructional Assistants (BIA) may assist with family outreach, translation needs for families, students, and staff. In the event the need exceeds the number of BIA's available, a bilingual unit member may provide the service at their normal rate of pay, and on a voluntary basis.
- 13) **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) The District and/or CSEA reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-2021 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 agrees to negotiate with CSEA related to any reopening plans or COVID-19 prevention plans or other events or plans that could constitute a change in working conditions.
- i) The District and CSEA shall continue to stay in communication related to any and all changes in the learning model, cohort/group learning plans, and changes in site openings or closures as well as to negotiate and confer about potential changes in those plans, in addition to any negotiations triggered by 12(a) in this document.

14) If any other bargaining unit receives any hazard pay or one time return stipends, CSEA bargaining unit members will receive comparable (matching) compensation.

Signatures:

For CSEA:

Annie Nolan 3-17-2021
Denise [Signature]

For District:

[Signature] 3-17-21
Maisha Thomas 3/17/21

For CSEA:

Kempeley Ustee 3-17-2021
Vikhe Phale 3/18/2021

For District:

Cesar Alvarado 3/17/21
[Signature] 3/17/21
[Signature] 03/17/2021
[Signature] 03/17/2021

APPENDIX A

CDPH Guidelines 1/14/2021

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Consolidated_Schools_Guidance.pdf