

## **Memorandum of Understanding**

### **Between**

**The Davis Joint Unified School District (District)**

### **and**

**The California School Employee Association and its CSEA Chapter #572 (CSEA)**

1. The California School Employees Association and its CSEA Chapter #572 and the District are committed to ensuring the necessary school environments necessary to support a rigorous education for all students. Furthermore, we 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. The Parties 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. The Parties further agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

### **Memorandum of Understanding Duration**

2. The Memorandum of Understanding will sunset June 30, 2021 unless subsequently otherwise agreed.

### **Descriptions of Activities**

3. As the District enters Phase 2 of the DJUSD Return to Campus Plan, a variety of psycho-educational, academic, health and physical assessments and activities are required to complete Individualized Education Plan (IEP) requests and will involve different staff. For example, in-person assessments will be conducted by occupational therapists while in-person health and other special education assessments will be conducted by other CSEA-represented employees consistent with their job and duty descriptions and as necessary.

### **Health and Safety**

4. The District shall adhere to the 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 Yolo County Department of Public Health and any other guidance or orders issued by these entities during the term of this Agreement.

5. Personal Protective Equipment (PPE), including face coverings, face shield (with or without neck drape), gloves, gowns and hand sanitizer will be provided by the District for the assessor and student if needed.
6. A School Registered Nurse and/or Licensed Vocational Nurse (LVN) will conduct a health screening of students, staff and parents participating in an assessment. The health check will include a phone call the day before the assessment to complete a health screening questionnaire for the student and household. Prior to the assessment, the School Nurse will complete an in-person health screening and temperature check of the student and the parent if the parent is accompanying the student into the building. Students or parents reporting or exhibiting symptoms, will be required to reschedule the assessment for a date that is at least three days after they are symptom free, consistent with current public health guidance. If the student or close family member in the household have tested positive for COVID the appointment will be re-scheduled at least (14) days after positive test and when they are symptom free.
7. The District will provide training and disinfecting materials for any staff who needs to disinfect supplies to disinfect assessment tools in-between uses.

### **Working Conditions**

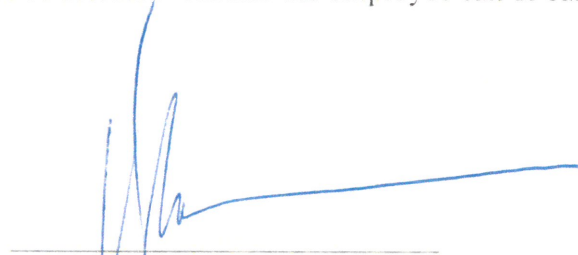
8. Staff will provide the assessments utilizing a plexi-glass barrier in-between student and assessor. Staff will wear a face covering at a minimum, and some may decide to wear a face covering and a face shield (with neck drape). Staff may elect to wear a gown and/or gloves if they choose. Students, third grade and above, participating in assessments, will wear a face covering unless directed otherwise by the assessor in order to complete the assessment or in cases of medical conditions which prohibit the use of face coverings. Students in preschool through grade two are encouraged to wear a face covering. Assessors will use digital assessment tools as much as possible to reduce the exchange of materials during the assessment. Assessors will be responsible for disinfecting the digital assessment tools in-between assessments.
9. Should a unit member be unable to complete their assigned District duties for any reason, the Director of Personnel Services or designee shall meet with the member to determine if accommodations can be made. A doctor's note may be required to provide certain accommodations. If there are more employees requesting a modified assignment than the District can accommodate, the District will grant accommodations based first on a Doctor's note requiring no in-person work and then by seniority date.
10. Staff will receive notice of no fewer than three (3) working days before being asked to report to in-person duties.
11. Staff may be directed back to Distance Learning at any time. Decisions to move from in-person back to Distance Learning will be primarily guided by health and safety considerations and local and state health department orders.

12. No loss of pay during COVID-19 related closures or curtailments: 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 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.
13. Unit members who are placed on quarantine by a physician, county medical agency or the District, due to illness, suspected illness or exposure to COVID-19, and cannot report to the workplace will continue to work remotely as practicable in order to provide continuity of service to students and reduce substitute costs to the District. Quarantined unit members will not have their sick leave balance docked for the duration of their quarantine. Sick leave balances will not be affected whether the employee can or cannot work during their quarantine period.



Sande Royval,  
CSEA President

10/6/2020  
Date



Matt Best,  
Deputy Superintendent

10/5/2020  
Date