

## **Memorandum of Understanding between the Davis Joint Unified School District and the California School Employee Association #572**

The California School Employees Association #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**

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

### **Descriptions of Activities**

As the District enters Phase 2 of the DJUSD Return to Campus Plan, a variety of one-on-one in-person services and activities are required to complete Individualized Education Plan (IEP) requests and will involve different staff. For example, an occupational therapist may provide one-on-one in-person occupational therapy for students unable to access Distance Learning and other special education in-person services will be conducted by other CSEA-represented employees consistent with their job and duty descriptions and as necessary.

### **Health and Safety**

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.

Personal Protective Equipment (PPE), including face coverings, face shield (with or without neck drape), gloves and hand sanitizer will be provided by the District for the service provider and student if needed.

A School Nurse and/or Licensed Vocational Nurse (LVN) will conduct a health screening of students, staff and parents participating in the in-person services. The health check will include a phone call the day before the in-person services to complete a health screening questionnaire for the student and household. Prior to the in-person services, 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 services for a date that is at least three days after they are symptom free, consistent with current public health guidance.

The District will provide training and disinfecting materials for any staff who needs to disinfect supplies to disinfect any materials for the service in-between uses.

### **Working Conditions**

Staff will wear a face covering at a minimum, and some may decide to wear a face covering and a face shield (with or without a neck drape). Service providers may take off their face covering for a brief period in order to provide necessary instruction. If the face covering is removed a face shield must be worn. Staff may elect to wear a gown and/or gloves if they choose. Students, third grade and above, participating in the in-person services or activities, will wear a face covering unless directed otherwise by the service provider in order to complete the service or activity or in cases of medical conditions which prohibit the use of face coverings. Students in preschool through grade two are strongly encouraged to wear a face covering.

If the service provider believes that a student is unable to complete the scheduled service(s), either before the service begins or during the service, the service provider will use their best judgement to determine when to terminate an service session. The service provider may contact their supervisor to assist in rescheduling the service session.

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.

Staff will receive notice of no fewer than three (3) working days before being asked to report to in-person duties.

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.

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.

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.

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*Sande Royval*

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Sande Royval,  
CSEA #572 President

10/21/2020

Date

DocuSigned by:

*Matt Best*

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Matt Best,  
Deputy Superintendent

10/21/2020

Date

DocuSigned by:

*William Pope*

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William Pope, CSEA Labor Representative

10/23/2020

Date