

Memorandum of Understanding

Between

The Davis Joint Unified School District (District)

And

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

Purpose Statement: The California School Employees Association and its Davis 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.

A. Memorandum of Understanding Duration:

1. The Memorandum of Understanding will sunset June 30, 2021, unless subsequently otherwise agreed.
2. This MOU will be applied for Phase 1 of the District's Phase 5 plan.

B. Phased School Reopening Plan:

The District plans to utilize a phased school reopening plan as outlined below. The phases will be further defined and refined as transitions occur. The District intends to provide no less than 5 days of notice of transition between phases, with the exception of a transition back to Phase 1 due to health-related conditions. The District and CSEA agree to negotiate the effects on terms and conditions of employment related to the transition between phases. Phased School Reopening Plan as currently conceived and subject to change.

1. **Phase 1:** Full Distance Learning. No students on campus; some staff will be working on site while others will work remotely with supervisor permission. If there are concerns with remote working and/or working at the site classified employees can contact Personnel Services with their concerns.
2. **Phase 2:** Partial Return and Limited Physical Contact. Special Education/ EL/ Homeless/ Foster Youth staff and students who have not participated in Distance Learning. Some staff will be working on site while others will work remotely with supervisor permission.

If there are concerns with remote working and/or at the site classified employees can contact Personnel Services with their concerns.

3. **Phase 3:** Hybrid Model. Up to 50% of students will be on campus at one time. Nearly all staff will work on site while others will work remotely with supervisor permission. If there are concerns with remote working and/or at the site classified employees can contact Personnel Services with their concerns.
4. **Phase 4:** Modified, In-Person Model. At least 50% of students will be on campus. Nearly all staff will work on site while others will work remotely with supervisor permission. If there are concerns with remote working and/or at the site classified employees can contact Personnel Services with their concerns.
5. **Phase 5:** Full, In-Person. All students and employees will return to campuses in-person.

C. 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. The parties acknowledge the guidelines of CDC, CDE and CDPH are ever changing. Therefore, the parties agree to adhere to the most updated CDC, CDE and CDPH guidelines.

D. Communication:

The District will inform any CSEA bargaining unit member(s), as soon as practicable, should it learn of potential exposure between the member(s) and a District employee(s) and/or student(s) with a positive COVID-19 test or likely to be infected with COVID-19. The District will follow the guidance of the Yolo County Public Health Officer for cases and contact tracing in the school community. The District shall not be required to disclose any information which is considered private, such as personal, medical, or confidential student or staff information.

E. Reporting of and Response to Health and Safety:

1. The District and CSEA agree that during the pandemic, any concerns regarding health and safety should be handled as expeditiously as possible. In the interest of protecting community and workplace health, any employee shall report, in writing, any unsafe condition in the working environment to the immediate supervisor. The District shall appoint one lead administrator and one back up administrator to deal directly with all health and safety concerns or grievances. Acknowledgment of a health and safety concern or grievance and communication of next steps shall occur within one workday. Employees may be directed to complete alternate work or work under modified conditions, within their classification, as directed until the health and safety concern is resolved.

2. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
3. The District will develop a plan for when a staff member, child, or visitor becomes sick, per CDPH school guidelines. The District will provide that plan and any updates to CSEA and will train staff about the procedures to be followed.

F. Leaves of Absence:

1. Unit members continue to have all leave rights as provided in Article 12 of the Collective Bargaining Agreement (“CBA”).
2. Unit members continue to have the rights provided under Labor Code section 230.8 in order to address childcare and/or school emergencies caused by COVID-19-related concerns.
3. Between July 7 and December 31, 2020, unit members shall be eligible for leaves pursuant to the Federal Families First Coronavirus Response Act (FFCRA). If an employee’s daily rate is higher than the amount covered in the FFCRA, the District will cover the difference.
4. 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.
5. The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC and CDPH 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. If reasonable accommodations are not practicable, the LEA should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee’s earned leave.
6. 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.

G. Working Conditions:

1. Unit members will be provided a District location from which to work and unit members will inform the District if they intend to use the assigned location.
 - a. Unit members may access a District assigned worksite during the workday. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations. While on District premises, bargaining unit members shall maintain six (6) feet physical distancing between themselves and other individuals and be required to wear a face-covering unless they are working alone in their space. Staff who cannot wear a face-covering because of a documented health issue shall be required to wear a face shield and neck drape (tucked into the shirt).
 - b. Cleaning and disinfection of common areas (office, restrooms, workrooms, etc.) will be done daily by custodial staff. Classrooms will be cleaned and disinfected by custodial staff if occupied during the day.
 - c. Barriers will be provided to administrative staff interfacing with the public
 - d. The District will provide personal protective equipment including gloves and face coverings to all employees. Additional personal protective equipment including, but not limited to face shields, neck drapes, etc. are available upon request.
 - e. Handwashing stations and sanitization supplies will be available to employees at all sites.

H. Telecommuting working:

1. Unit members may telecommute and work remotely as practicable with the approval of their supervisor. Unit members working remotely shall observe the following expectations of telecommuting and working remotely:
2. Complete all assigned work tasks essential to the unit members' job function.
3. Be available during work hours

4. Have District-issued computer and/or device
5. Have internet access that is personally provided
6. Have a workspace that is safe and free of distraction

I. Return Personnel:

1. District agrees to give three (3) workdays notice prior to requesting an employee report back physically to their site, if they have not reported to their regular site since the shelter in place order.
2. If the governor issues another shelter-in-place order, requiring the closure of public schools, the District agrees to allow all classified employees to telecommute as permitted in Article H of this agreement.

J. Social Distancing:

1. The District agrees to maintain physical distancing guidelines and standards from CDC, CDPH and CDE in school facilities and vehicles.

K. Interactive Meeting: Should a unit member be unable to work in their assigned District location or from home for any reason, the Director of Personnel Services shall meet with the member to determine if accommodations can be made.

L. Work Hours: The parties agree bargaining unit employees shall report to work at regularly assigned hours for the 2020-2021 year, per Article 5 of the collective bargaining agreement. The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours.

M. Information and Further Negotiation:

1. 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.

N. **Miscellaneous**

1. The parties agree to negotiate effects on terms and conditions of employment should conditions substantively change in order to determine if the negotiations teams need to meet.

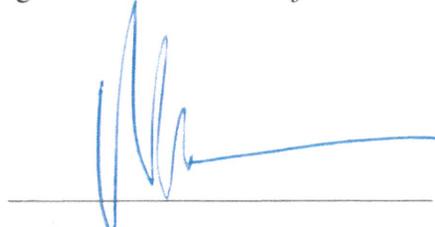
O. **Information and Further Negotiation:** The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

P. **Violations of this Agreement:** This agreement will be subject to the grievance process as outlined in Article VII.



Sande Royval,
CSEA President

8/19/20
Date



Matt
Deputy Superintendent

Best,

8/19/2020
Date