

**Memorandum of Understanding
Between California School Employees Association and
its Downey Chapter 746 (CSEA) And
Downey Unified School District
Hybrid Model**

The Downey Unified School District (“District”) and California School Employees Association and its Chapter 746 (“CSEA”) enter into this Memorandum of Understanding regarding the transition to Hybrid Model for the remainder of the 2020-2021 school year, once approved by The Los Angeles County Public Health Department.

The parties recognize the need to address the District’s learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the Governor’s Pandemic plan, along with the Los Angeles County Department of Public Health and California Department of Public Health, to prevent illness and contain the spread of the virus. It is the goal of the District and CSEA to offer in-person instruction to the greatest extent possible in the safest manner possible.

The parties mutually agree to communicate and meet as necessary to develop guidelines and amendments for the implementation of this MOU.

All measures to ensure the safety of employees and students following the County of Los Angeles Department of Public Health Order of the Health Officer: Reopening of K-12 Schools and of the associated protocol for K-12 Exposure Management must be implemented and are applicable to all on-site personnel, including those providing specialized services.

- 1.) Sharing of Information and Spread of Illness:** The District will inform CSEA within 24 hours should it learn of a confirmed coronavirus infection of District employees or students. The District will inform the CSEA Chapter President and Labor Relations Representative of which campus or worksite said infection was found. However, the District shall not be required to disclose the identity of such employees or students to CSEA and will insure medical privacy/confidentiality. Upon a supervisor or administrator gaining knowledge of an infected individual, the Lead Nurse or designee shall notify any employee who may have been within 6 feet of the infected individual for a period longer than 15 minutes within 24 hours, as well as all individuals at the worksite.
- 2.) Training of Public Health Measures:** The District will train CSEA members in public health measures, hygiene, and sanitation to help prevent the spread of the virus.

- 3.) **Masks:** The District shall require a face covering for every person on site or on district property (ex: buses), including students and visitors, in accordance with State and local health guidelines and orders except when in an office, by himself/herself, and the door is closed. Employees who have been instructed by their medical provider that they should not wear a face covering shall wear a face shield with a drape on the bottom edge, in order to be in compliance with State and local directives, as long as their condition permits.
- 4.) **PPE:** The District shall make available to all employees any protective gear (PPE) necessary to complete assigned tasks. Protective gear shall be based on the work environment and type of work for each CSEA member and in compliance with LACDPH and CHPH guidelines. Additionally, the District shall maintain adequate school-appropriate cleaning supplies to continuously sanitize the school site in accordance with LACDPH and CHPH guidance.
- 5.) **Safety:** The District agrees to maintain physical distancing standards in school facilities and vehicles in accordance with LACDPH, CDPH, and CalOSHA guidelines (ex: Reopening Protocols for K-12 Schools & Covid-19 Industry Guidance: Schools and School Based Programs), including but not limited to implementing plans incorporating the following components:
- a. The District agrees to develop a plan that ensures physical distancing among staff and students in their work environment to reduce the spread of the virus. This includes, but is not limited to:
 - i. Avoiding staff congregation in work environments, break rooms, staff rooms, and bathrooms.
 - ii. Avoiding the direction of grouping staff together for training or staff development. Virtual training and distancing measures shall be utilized when appropriate.
 - iii. Sharing of equipment and supplies shall be avoided where possible. Should equipment need to be shared, it must be sanitized before and after each use by the employee. When possible, rearranging workspaces to incorporate an appropriate social distancing between employees and students. In the event physical distancing between workspaces or between employees and visitors is not possible, physical barriers to separate workspaces shall be provided.
 - iv. Any employee asked to report to their worksite shall have the opportunity to wash their hands with soap and water on a regular basis.
 - v. Hand sanitizer shall be made available to staff at strategic location throughout the school.
 - vi. A routine sanitizing schedule in accordance with State and local guidelines shall be established. Cleaning and sanitizing is defined as a plan for keeping school facilities at a high level of cleanliness and particularly sanitizing high-touch surfaces.

- 6.) Reporting Unsafe Conditions:** In the interest of protecting community and workplace health, any employee may report, any unsafe Covid-19 conditions in the working environment to the immediate supervisor.

All employees shall be directed to complete alternate work or work under modified conditions as directed by the District if the District and the employee believe certain work conditions are unsafe. Employees must notify their supervisor why the employee feels the work conditions are unsafe, and the District will make its best efforts to address the employee's safety concerns. In the event that the issue is not resolved, the employee shall notify Classified Human Resources in writing of their safety concern.

- 7.) Screening:** The District agrees to engage in the following screening of staff in the event staff members are asked to report to the worksite:

- a. The Symptom Check Survey shall be completed by staff and students prior to entering campus daily.
- b. All employees are directed not to come to work if sick or if they have responded "yes" to any of the Symptom Check Survey questions, unless previously cleared by Lead Nurse.
 - i. Employees must enter their absence in Aesop and confer with the Lead Head Nurse for further instruction.

- 8.) Covid-19 Notification, Testing and Contact-Tracing:** CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Upon learning that infected persons were present at a school site, the District shall close the infected work area and deep-clean it before asking staff members to return. Before the infected individual may return to a worksite, they must self-quarantine for at least ten (10) days and/or have a doctor's note indicating they are fit to return to work.

The District appointed designee shall initiate a School Exposure Management Plan consistent with LACDPH guidance that outlines procedures for: Isolation of case(s); Identification of persons exposed to cases at school; Immediate quarantine of exposed employees and/or students; and Assurance of access to testing for all exposed individuals within the school as the basis for further control measures. In the event of a positive Covid-19 case or Covid-19 exposure, the District shall follow LACDPH's Exposure Management Plan.

- 9.) Leaves:** Subject to Executive Orders, current law, regulations and guidance, no employee shall have accrued leave unilaterally deducted for taking time needed to comply with a medical professional's recommendations, including to self-quarantine, to secure one's own health, or secure the health of one's household during, and related to, the COVID-19 crisis.

Workers' Compensation: Employees who have been exposed to Covid-19 at their worksite shall be permitted to take leave through Worker's Compensation to cover the self-quarantine requirement. Workers' Compensation claims shall be handled pursuant to Executive Orders, current law, regulations, and guidance in effect at the time of the claim.

Other Forms of Leave: If an employee tests positive for COVID-19, but was exposed outside of work, the employee shall work with their supervisor to determine if there is an option to work from remotely while self-quarantining if applicable to their position.

All other accrued leaves will adhere to Article XI- Leaves of the collective bargaining agreement.

10.) Distance Learning: In the event District operations revert to full Distance Learning, the parties agree to follow the previously negotiated Distance Learning MOU.

11.) Accommodations: Bargaining Unit members who are unable to return to the worksite fully in person, are required to notify Classified Human Resources for further direction and/or possible accommodation.

12.) Work Hours: The parties agree bargaining unit employees shall report to work at regularly assigned hours for the 2020-2021 school year. Any changes to work hours shall follow Article VII-Duty Hours of the collective bargaining agreement. Upon request, the parties agree to meet and further consult any proposed changes to bargaining unit work hours.

13.) Duties: 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. In the event CSEA bargaining unit positions are asked to perform duties not currently contained within their job description, the District will first notify CSEA in writing of the position being asked to work outside their job description and what those duties are. Similarly, the District shall identify the need of the department and be clear with the role, location, and work hours of the temporary reassignment/additional duties.

- a. Reassignments/additional duties will be conducted by a voluntary basis first.
- b. In the event there are too many volunteers, the positions will be filled by seniority.
- c. If the event there is a lack of volunteers, the positions will be filled by reverse seniority.

The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required

by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be in consultation. Classified bargaining unit work shall not be transferred to volunteers or contracted out.

Additional Duties: All Bargaining Unit Members will be responsible for sanitizing their personal workspace between classes and/or shifts during their regularly scheduled work hours. This shall include sanitizing high-touch areas, before and after use of meeting rooms, office spaces, or classrooms.

14.) Information and Further Negotiation: The District will share with CSEA all new information it receives from local health authorities about the COVID-19 pandemic to the extent it will affect CSEA bargaining unit members. 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.

15.) Compliance with further governmental orders: The parties recognize that the COVID- 19 pandemic is evolving and so is governmental response. The parties will comply with further state, local, 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. The parties may amend, delete, or add to this Agreement with mutual consent.

16.) Duration of Agreement: This agreement shall remain in effect as long as the hybrid model is required per public health orders, unless extended or terminated by mutual agreement.

17.) Grievance Procedure: Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

18.) Bus Driver Guidelines:

- Bus drivers and students must wear a mask when entering the school bus, if they don't have one, the district will provide one.
- When feasible, school bus windows will be open for air circulation.
- Each bus will be equipped with: face mask (adult and child), hand sanitizer, sanitizing products, and gloves. Additional PPE equipment available upon request will include, but not be limited to: gowns and face shield (alternative options available).
- Bus Drivers will fill out the seating chart form for each route (e.g., daily route, transportation for extracurricular activities).


- Each bus will have an additional adult assistant, (from the Transportation Yard to the school site and from the school site back to the Transportation Yard) who will facilitate the COVID screening protocol prior to student boarding. Each student that is not able to successfully pass the screening protocol will be returned to the parent/guardian who is responsible for the student.
- Field trips will be assigned to all drivers as usual per contract agreement.
- After every completed trip, the bus must be sanitized.

19.) One-Time Off Schedule Payment: All full-time unit employees that are working will receive a one-time payment of \$500.00. The payment shall be prorated for employees that are working less than full-time. Employees on leaves from March 29 through May 28 will not be eligible for the payment.

CSEA and the District agree to the terms described above as indicated by signing below.

Agreed this 19th day of March, 2021.

For Unit II:


John Torres (Mar 23, 2021 13:55 PDT)

John Torres
President
CSEA, Chapter 746

For the District:


Alyda R. Mir (Mar 23, 2021 14:12 PDT)

Alyda Mir
Assistant Superintendent,
Certificated Human Resources

For CSEA:


Mia Colacion (Mar 23, 2021 14:24 PDT)

Mia Colacion
Labor Representative
CSEA