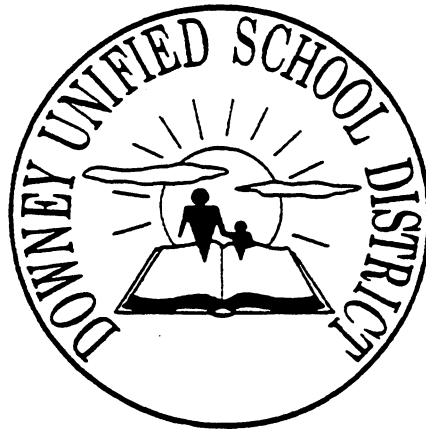


BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA
March 23, 2021 - SPECIAL MEETING

PACE TRAINING CENTER

9625 Van Ruiten Street

Bellflower, CA 90706

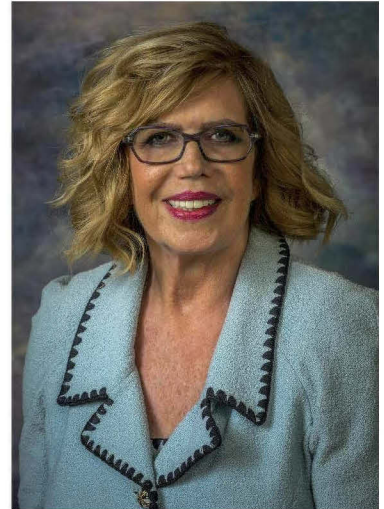
Board of Education



Vice President
Barbara R. Samperi



President
D. Mark Morris



Clerk
Martha E. Sodeani



Member
Giovanna Perez-Saab



Member
Jose J. Rodriguez



Member
Linda Salomon Saldaña



Member
Nancy A. Swenson



Superintendent
John A. Garcia, Jr., Ph.D.



Special Board of Education Meeting

March 23, 2021

Open Session - 4:00 p.m.

Meeting held Virtually
Electronically or Telephonically

In accordance with Governor Newsom's Executive Order N-29-20, and as a response to mitigate the spread of Coronavirus known as COVID-19 by practicing social distancing, the Meeting of the Board of Education will be conducted virtually. There will be no public meeting space.

How to Connect to the Meeting electronically/telephonically:

Zoom Information:

<https://dusd-net.zoom.us/j/81086318044?pwd=aUM3NXdKUzR3azlqOUxpdEdLQUJOdz09>

Passcode: 863308

Telephone Number: (408) 638-0968 or (669) 900-6833

Webinar ID: 810 8631 8044

Passcode: 863308

Public Comment:

Persons who want to comment on agendized items **only** are invited to submit comments via email to **publiccomment0323@dusd.net** by **Tuesday, March 23, 2021, at 3:00 p.m.** All public comments regarding agendized items only will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).

AGENDA

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In compliance with the American Disabilities Act, those requiring special assistance to access the Board Meeting room, written documents being discussed at the Board Meeting, or to otherwise participate in Board Meetings, please contact the Superintendent's Office at 562-469-6511 at least 48 hours prior to the meeting to accommodate reasonable requests.

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. D. Mark Morris, President of the Board of Education, at 4:00 p.m. on Tuesday, March 23, 2021, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Mrs. Linda Salomon Saldaña, Member of the Board of Education.

3. INVOCATION

Invocation to be delivered by Mr. Jose J. Rodriguez, Member of the Board of Education.

4. ROLL CALL

D. Mark Morris
Barbara R. Samperi
Martha E. Sodetani
Giovanna Perez-Saab
Jose J. Rodriguez
Linda Salomon Saldaña
Nancy A. Swenson





John A. Garcia, Jr., Ph.D.

5. ADOPT Agenda #21 for the Special Meeting of the Board of Education held on March 23, 2021.
6. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.

II. GENERAL ADMINISTRATIVE

1. HEAR Public on items appearing on the Agenda.
2. HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services, and DISCUSS the Return to School Plan for the 2020-21 school year.

III. SPECIAL ADMINISTRATIVE - Personnel

1. APPROVE the new limited-term substitute rate of pay effective March 29, 2021 through May 28, 2021 as follows: day-to-day in-person - \$175.00 per day; long term - \$200.00 per day; half day - \$100.00 per day.
2. APPROVE the Hybrid In-Person Model Memorandum of Understanding between the Downey Education Association and Downey Unified School District.  5
3. APPROVE the Memorandum of Understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #248 regarding the Hybrid Model dated March 6, 2021.  22
4. APPROVE the Addendum to the Memorandum of Understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #248 regarding the Hybrid Model dated March 22, 2021.  29
5. APPROVE the Memorandum of Understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #746 regarding the Hybrid Model dated March 19, 2021.  31

IV. ITEMS FOR FUTURE AGENDA

V. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, April 20, 2021, at 4:00 p.m., in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

VI. CLOSED SESSION

Retire into Closed Session to discuss:

- a. Negotiations

- b. Threat to Public Services or Facilities (Government Code Section 54957)
- c. Potential Litigation

VII. ADJOURNMENT


ADJOURN the Special Meeting of the Board of Education at the specified hour with the consent of the Board Members.

Note: The Superintendent's recommendation for action on each agenda item is indicated by the word appearing in CAPS.

Any writings or documents that are public records are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 11627 Brookshire Avenue, Downey, California during normal business hours or at www.dusd.net.

III. 2. APPROVE the Hybrid In-Person Model Memorandum of Understanding between the Downey Education Association and Downey Unified School District. 

Supporting Documents

 scan0600

**Memorandum of Understanding
Between Downey Education Association And
Downey Unified School District
Hybrid In-Person Model**

The Downey Unified School District ("District") and Downey Education Association ("Association") enter into this Memorandum of Understanding regarding transition to Hybrid Model for the remainder of the 2020-2021 school year.

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 officials, to prevent illness and contain the spread of the virus. It is the goal of the District and the Association to offer in-person instruction to the greatest extent 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 for 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.

The parties agree to follow S.B. 98 and all California laws by offering a Hybrid In-Person and Full Distance Learning Model (Education Code Section 43503). As such, both parties agree to follow the Full Distance Learning MOU as applicable.

SCHOOL REOPENING INFORMATION

T1: Updated: March 15, 2021

- http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/reopening_K12schools.pdf

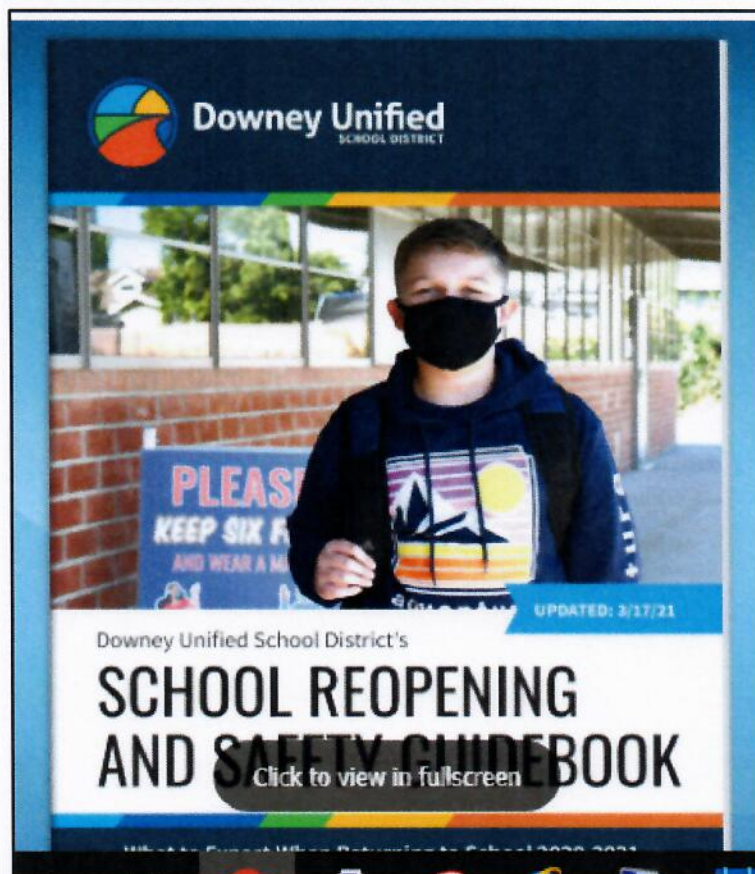
T2: Protocol for COVID-19 Exposure Management Plan in TK-12 Schools
Recent Updates: March 11, 2021

- http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf

- <http://web.dusd.net/coronavirus/>

COVID Safety Plan Documents		Reopening Protocols for K-12 Schools: Appendix T1	
COVID Checklist	Alameda	Imperial	Rio Hondo
COVID-19 Prevention Program (CPP)	Carpenter	Lewis	Rio San Gabriel
	Gallatin	Old River	Unsworth
	Gauldin	Price	Ward
			Williams

- <https://web.dusd.net/coronavirus/>



Hybrid In-Person School Protocols

- The Symptom Check Survey must be completed by staff and students prior to entering campus daily.
- Sharing of equipment and supplies should be avoided where possible. Should equipment need to be shared, it must be sanitized before and after each use.

- Measures are in place to ensure physical distancing of students on school buses. These measures must include a maximum of one student per bus seat, alternating between window and row. All passengers (staff and students) are required to wear cloth face coverings.
- The Symptom Check Survey must be completed by staff and students prior to riding the bus. Temperatures for student passengers will be taken prior to riding the bus to the school site.
- To maximize distancing and limiting contacts, when feasible, staggering times will be made to PE and/or outdoor activities, such as maintaining intact groupings, using alternative spaces, and preventing students from sharing equipment.

Personal Protective Equipment (PPE)

PPE Teacher/Classroom Supplies will include:

- 3 – Cloth masks
- 2 – Face shields
- Box of gloves
- Small container of wipes for teacher
- Large container of wipes for classroom
- Small hand sanitizer for teacher
- Hand sanitizer for classroom
- 1 – Box of child disposable masks (Box of 50)
- 1 – Box of adult disposable masks (Box of 50)
- Teacher desk shield (upon request)
- 15 – Student desk shields (more upon request if needed)

Masks/Face Shields:

- All staff and students (over age two (2)) are required to wear appropriate face coverings at all times, while on school property except while eating, drinking or carrying out other activities that may preclude the use of face coverings.
- Employees who have been instructed by their medical provider that they should not wear a face covering should wear a face shield with a drape on the bottom edge, in order to be in compliance with State directives, as long as their condition permits.
- Alternative protective strategies may be adopted to accommodate students who are on Individualized Education Plans or 504 Plans and who cannot use or tolerate cloth face coverings.

Hand Sanitizer/Soap:

- Students and staff are given frequent opportunities to wash their hands for 20 seconds with soap before and after eating, after toileting, after outdoor activities, and before and after any group activity.
- Portable handwashing stations (secondary sites only) have been placed near classrooms to minimize movement and congregations in bathrooms.
- Ethyl alcohol-based hand sanitizer is made available to students and staff at strategic locations throughout the school.
- All hand washing/hand-sanitizing, cleaning supplies shall be checked and restocked as needed. If supplies are not restocked, notify the custodial staff and/or your administrator immediately.

Daily Cleaning and Sanitizing

- The District will sanitize sites, including but not limited to classrooms, workrooms, bathrooms, and high touch points such as counters, doorknobs, whiteboard trays, and handles on a nightly basis after the school day to provide a sanitized school site for all students and staff. Common areas and frequently touched objects (tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, elevator switches, buttons, touch screens, printers/copiers, grab bars, and handrails) will be sanitized frequently throughout the day.
- All Bargaining Unit Members will be responsible for sanitizing their personal workspace between classes during their regularly scheduled work hours.
- Cleaning and sanitizing schedules have been established to avoid both under and over-use of cleaning products.
- Enhanced cleaning of school premises will be done when students are not at school.
- **Secondary:** Teachers will supervise students while wiping down tables, chairs, and student screens between classes throughout the school day. Bargaining Unit Members will ensure all trash cans are placed near the door, clean their own whiteboards, and empty all pencil shavings at the completion of their instructional day to allow more time for the custodial staff to devote towards sanitizing classrooms.

HVAC

- All schools' HVAC systems are set to maximize indoor/outdoor air exchange unless outdoor conditions (recent fire, very high outside temperature, high pollen count, etc.) make this inappropriate. The HVAC system will run two (2) hours prior to the work/school day and two (2) hours after the work/school day.

- Doors and windows may be kept open during the school day if feasible and if outdoor conditions make this appropriate.
- Air filters have been upgraded to the highest efficiency possible. Upon request HVAC filter logs can be provided by MOT.

COVID-19 NOTIFICATION, TESTING AND CONTACT-TRACING

- The T2 (Protocol for Covid-19 exposure management plan in K-12 schools) will be overseen by the office of Student Services to initiate a School Exposure Management Plan consistent with LADPH 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.
- The nursing staff will report all COVID-19 exposures at the school to the Department of Public Health by completing the COVID-19 Case and Contact Line List for the Educational Sector. The District Lead Nurse will immediately report a cluster of cases (3 or more cases within 14 days) to the Department of Public Health. The Department of Public Health will work with the District and school to determine whether the cluster is an outbreak that will require a public health outbreak response.
- Contingency plans for full or partial closure of in-person school operations, if that should become necessary based on an outbreak in the school or community, will be implemented.
- Follow CA Department of Health/LA County Department of Health Guidelines regarding symptoms/illness (attendance/absences):
 - For staff who feel ill, they will wait in an isolation area until they can be transported home or to a healthcare facility, as soon as possible.
 - Sick staff members are not to return until they have met CDC criteria to discontinue home isolation/quarantine.
 - All staff will monitor the supplies and wash stations, report needs to administration or utility, and/or submit a work order.
- All Staff will self-screen prior to entering a District worksite using Qualtrics Screener. The Bargaining Unit member shall be responsible for following state, county, and local public health recommendations. Bargaining Unit members shall maintain six (6) feet of physical distancing between themselves and other individuals and are required to wear a face mask.
- If a medical professional has determined a Bargaining Unit member has had exposure to COVID-19 they may use ten (10) of their accumulated sick days to

quarantine or isolate. If the Bargaining Unit member is willing to teach the Full Distance Learning portion from home, a partial sick day will be deducted.

- All employees have been directed not to report to their work site if sick or have responded “yes” to any of the Symptom Check Survey questions. Employees must enter their absence in Aesop and check with their supervisor for further instruction.
- School officials will provide information to employees regarding employer or government sponsored leave benefits.
- Any adult who is screened for exposure and reports close contact with an infected person will be instructed to call the District Nursing Team.

CALENDAR, WORKDAYS AND HOURS

- All Bargaining Unit members shall adhere to a 7.5-hour workday, except Psychologists and Counselors who shall adhere to an 8-hour workday.

Monday and Friday Holidays:

- Daily schedules at Secondary school sites will be adjusted to account for Monday and/or Friday Holidays that occur during the school year. These dates will be exchanged for the Wednesday of each holiday week to ensure continuity of the schedule for secondary students. No staff meetings will be scheduled on these particular weeks.
- All Bargaining Unit members will report to their school site for the in-person instruction portion of the day and then may work remotely for the rest of the instructional day.
- Bargaining Unit members are expected to work and be available in accordance with Article IX ~ Hours of Employment. (See Appendix A - Elementary Hybrid Schedule, B - Secondary Hybrid Schedule & C - Special Education Self-Contained Programs (TK – 5th Grade) Hybrid Schedule)
- All Bargaining Unit members must be available for students during their daily scheduled instructional blocks/periods, intervention/enrichment blocks and office hours. Intervention/enrichment blocks, office hours and meetings may be performed remotely.
- Bargaining Unit members will be required to attend two (2) virtual school sponsored night meetings for the school year. If a teacher misses a virtual school sponsored night meeting, they will be required to submit a 2.5-hour Absence Affidavit.
- All Bargaining Unit members must secure substitute coverage through Aesop and prepare substitute lesson plans at least 24 hours in advance of absence, when possible.

- Bargaining Unit members who are unable to return to in-person instruction are required to complete the ADA process with Certificated Human Resources. All other leave requests will adhere to the language in the Master Agreement under Article XVIII ~ Leaves.
- Sick Leave/Quarantine: Unit members who have or may have been exposed to the coronavirus and are required to be quarantined or who self-quarantine while schools in the District are still open shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave. If it is determined by the District assigned contact tracer that the Bargaining Unit member was not exposed at the workplace, the days shall be deducted from the member's accumulated sick, personal, or extended illness leave.

ELEMENTARY TEACHER EXPECTATIONS

- Combo Stipend (Elementary Level Only)
 - Any Bargaining Unit Member at the elementary level who is assigned a combination class in either Hybrid or Full Distance Learning, will be compensated the negotiated combo stipend in the Master Agreement.

The minimum school day for a Local Education Agency (LEA) is as follows (Education Code 43501).

In a Hybrid Learning Model, with both in person and on-line (synchronous & asynchronous) instruction, under the umbrella framework of the Master Agreement, teachers are expected to execute the following instructional minutes:

- Transitional Kindergarten – will adhere to the Kindergarten instructional minutes
- Kindergarten = 180 Minutes
- 1st grade – 3rd grade = 230 Minutes
- 4th grade – 5th grade = 240 Minutes

The Elementary teacher workday, which is governed by the completion of their professional responsibilities are inclusive of, but not limited to, the following:

- Teachers will arrive on campus 30 minutes prior to the start of the student instructional day.
- Follow the voted-on District schedule
 - 150 minutes of instruction with in-person students M/T/TH/F
 - 150 minutes of instruction on Zoom in afternoon M/T/TH/F (Zoom is open for the

150 minutes, break can be embedded without logging off)

- Lesson development/planning following District initiatives
- Interacting/Communicating with students/families
- Interactive Lesson Delivery (Live lessons daily in the afternoon)
- Providing feedback to students for both live instruction and asynchronous work
- Attend grade-level PLCs (once per week) *
- Attend ILT meetings (per principal) *
- Responding to student and parent inquiries (daily) *
- Attend Staff Meetings (per principal) *
- Take student attendance daily
- Communicate concerns regarding students' attendance with site administrators
- Adhere to all applicable portions of MOU

[*in-person meetings may occur when mutually agreed upon]

SECONDARY TEACHER EXPECTATIONS

The minimum school day for a Local Education Agency (LEA) is as follows (Education Code 43501).

In a Hybrid Learning Model, with both in person and on-line (synchronous & asynchronous) instruction, under the umbrella framework of the Master Agreement, teachers are expected to execute the following instructional minutes:

- 6th grade – 8th grade = 240 minutes
- 9th grade – 12th grade = 240 minutes
- Continuation School = 180 minutes

INSTRUCTIONAL EXPECTATIONS

- Provide synchronous instruction scheduled within the scheduled session/period times for the entire duration of the period to ALL students both on campus and those attending virtually.

- Teachers shall post protocol on their homepage in the event that synchronous instruction is not possible when technical difficulties arise.
- Should synchronous instruction not be possible, teachers will:
 - Post asynchronous instruction (record and post instruction) using Canvas
 - Log asynchronous minutes in the engagement section of “Q”
- Performing Arts (Band and Choir) courses. These courses should provide synchronous instruction to the extent in which it is possible. Sites will work collectively with the Bargaining Unit to determine best practices for these courses.
- Physical Education - due to the nature of outside instruction for physical education, livestream is not feasible. Therefore, each site will work collectively with the Bargaining Unit to develop a plan to rotate PE teachers between the in-person instruction and on-line instruction.
“
- Determine the means and method for providing synchronous and asynchronous instruction based on appropriate standards-based instruction and assessments, available core instructional materials, their resources, and their students’ ability to access the curriculum.
 - Planning appropriate standards-based instruction and assessments
 - Responding to parents and students by the next school day
 - Supporting diverse learners
 - Building rapport and connections with students
 - Regularly monitoring student work completion and participation, and providing students feedback
- Provide weekly lesson plans following District initiatives at the secondary level as requested. Electronically post a “Week at a Glance” schedule of assignments for secondary students to access by 8:30 a.m. on the first instructional day of each week. Post asynchronous lessons for students to access as needed.
- Work within PLCs weekly to create pacing guides; common assessments that target Essential Standards; ensure rigorous workload and grading practices.
- Daily participation may include, but is not limited to:
 - Evidence of participation in online activities
 - Completion of regular assignments
 - Completion of assessments
 - Contacts between employees of the District and students or parents/guardians
- Provide regular and timely feedback, not only for assignments turned in, but also on a variety of platforms, where students have shown their learning.

- Administer grades and provide feedback for diagnostic assessments, informative assessments, and interim assessments
- Intervention expectations for teachers will be determined by site ILTs and approved by the District office.

The Secondary teacher workday, which is governed by the completion of their professional responsibilities, are inclusive of but not limited to the following:

- On-line Instruction
- Live On-Campus instruction
- Virtual Office Hours
- Co-Planning with colleagues*
- Monitoring Student Activity
- Gathering Formative and Summative Assessments
- Sharing Progress with Student and Families
- Required Professional Development
- Collaborating with other Bargaining Unit members, Support Staff and Administration*
- Participating in IEP/504/SST Meetings*
- Required Meetings (i.e. faculty, department, ILT, and grade-level)
- Preparation Time
- Lunch/Relief Breaks
- Participate in grade-level PLC's (once per week), and PLC Leads to submit existing PLC feedback forms to site administrator weekly (secondary)*
- Administering/ proctoring state assessments: SAT tests, AP tests, etc.

*In-person meetings may occur when mutually agreed upon.

Attendance and Engagement

- Document daily participation for each student on each school day, in whole or in part, for which instruction is provided.
- Per Education Code 43504, after two (2) consecutive absences at the secondary level, the teacher will contact the student's home. If absences continue, the teacher will notify the appropriate counselor.
- Complete engagement minutes for the students who are distance learning students or in the event synchronous instruction could not occur.

SPECIAL EDUCATION TEACHERS

All Special Education Teachers ~ DIS Service Delivery (SAI, LAS, OT, APE, BIS, etc.)

Conduct in-person standardized academic assessments following the LA County Department of Public Health safety guidelines.

DIS Service Delivery:

- Services will be a combination of in-person and remote based on student needs.
 - Students who are not on target to meet IEP goals should be considered for some in-person services. This group of students can receive up to an hour of in-person services when scheduled to be on campus. The remaining services will be remote. (If a student receives other services, ensure the total time out of classroom does not exceed one hour.)
 - Students who are on target to meet IEP goals can continue to receive all services remotely.
- Service providers can pull students from stable cohorts (classroom) for small group services.
- Standardized assessments will be conducted in-person
- Students from different cohorts (classrooms) cannot be in the same group.
- Do not push into classrooms. (Until allowed by LACDPH.)
- Service Providers can visit more than one school site to provide services. *If possible, minimize the number of school sites to two per day.*

INSTRUCTION – GENERAL RECOMMENDATIONS

SPED SECTION: COVID-19: Students with Disabilities and Face covering consider the following **when determining if a student should wear a face covering:**

- **Use a mask correctly**
- **Avoid frequent touching of the mask and their face**
- **Limit sucking, drooling, or having excess saliva on the mask**
- **Remove the mask without assistance**

When a student cannot tolerate a mask:

- Determine if the student has a medical exemption for wearing a mask.
- Discuss risks with parents and determine if they are willing to keep student in Distance Learning program.

MAINSTREAMING (FOR ELEMENTARY STUDENTS ONLY)

- Due to the safety guidelines, mixing of small stable groups is not allowed per LACDPH.
- Ensure students continue to mainstream remotely. These opportunities should be comparable to what a student would do if schools were fully in session.
- If a student would normally be mainstreamed daily, ensure there are daily opportunities for remote mainstreaming.

CLASSROOM TEACHERS WITH ADA ACCOMMODATIONS

Elementary:

- Classroom teachers with ADA approved accommodations will be responsible for their current roster and they will work collaboratively with their in-person substitute. Classroom teachers will continue lesson planning and completing all progress reports and report cards. Classroom teachers will be with students during (M, T, TH, F) half-day Full Distance Learning and all-day Wednesdays.
- Other duties will be assigned during the in-person sessions listed below and may include working at other school sites:
 - Small group intervention (morning) across all elementary school sites (TK-5)
 - Planning lessons and completing report cards for their in-person sub
 - CAASPP remote testing
 - SEL check-ins with students
 - Read Aloud
 - Support ELPAC testing
 - Virtual Clubs
 - Other duties as assigned

Secondary:

- Classroom teachers with ADA approved accommodations will be responsible for their current roster and they will work collaboratively with their in-person substitute.
- Classroom teachers with ADA approved accommodations will come in during the full secondary schedule in order to follow the same schedule as the in-person teacher.
- Complete all duties as assigned in the Full Distance Learning MOU and Master Agreement.
- ADA for all other Bargaining Unit members will attend an accommodations meeting to discuss work schedule.

Non-Classroom (No rosters) Bargaining Unit Members:

- Services will be a combination of in-person and remote based on student needs. Wednesdays may be performed Full Distance Learning, but in-person as needed with 24-hour notice.

Nurses:

- All nurses will report to campus every day for their work schedule. Wednesdays may be performed Full Distance Learning, but in-person as needed.

Librarians:

- Will follow the teachers' schedule for hybrid model, but if needed additionally on campus, a 24-hour notice will be given.

Counselors:

- Will provide services in a combination of in-person and remotely, based on student needs and will remain on site until 1:00 p.m. when students are cleared from campus.

All Other Bargaining Unit Members:

- Will follow the teachers' schedule for hybrid model, but if needed additionally on campus, 24-hour notice will be given.

EVALUATIONS

Permanent Bargaining Unit members shall not be evaluated unless mutually agreed upon to complete the 2020-21 school year evaluation process. Temporary, Intern, and Probationary Bargaining Unit Members shall be evaluated for the 2020-21 school year. Bargaining Unit Members shall not be disciplined based on the method of delivery, or quality of instruction and services provided through the various distance learning modalities; this provision does not apply to employee misconduct, and/or violations of policy or law.

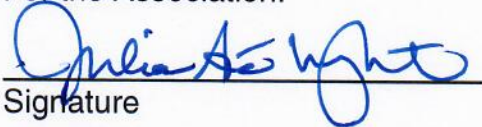
ADDITIONAL COMPENSATION

All Bargaining Unit members will receive a one-time off schedule stipend of \$800.00 for reporting to work to begin the Hybrid In-Person Model starting March 29, 2021 – June 1, 2021.

MISCELLANEOUS/OTHER PROVISIONS

Given the fast-changing nature of this pandemic, the parties may amend, delete, or add to this agreement with mutual consent.

For the Association:


Signature

Julia Wright
Name

Bargaining Chair
Title

3-19-21
Date

For the District:


Signature

Alyda R. Mir
Name

Assistant Superintendent
Title

3-19-21
Date

**APPENDIX A
ELEMENTARY HYBRID IN-PERSON SCHEDULE**

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-8:30	Workday Begins				
8:30-8:45	Student Arrival			Student Arrival	
8:45-11:15 (150 minutes)	Group A In-Person			Group B In-Person	
11:15-11:30	Student Dismissal			Student Dismissal	
11:30-12:20	Teacher Lunch			Teacher Lunch	
12:20-1:35 (75 minutes)	DL & Group B			DL & Group A	
1:35-1:45	Break			Break	
1:45-3:00 (75 minutes)	DL & Group B			DL & Group A	
3:00-3:30	Prep			Prep	

**APPENDIX B
SECONDARY HYBRID IN-PERSON SCHEDULE**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
TIME	Cohort A in-person Cohorts B & C Zoom in	Cohort B in-person Cohorts A & C Zoom in	Full Distance Learning	Cohort A in-person Cohorts B & C Zoom in	Cohort B in-person Cohorts A & C Zoom in
7:30-8:20	Prep	Prep	<div>DISTANCE LEARNING DAY</div> <div>Please refer to your school's website for Wednesday schedule</div>	Prep	Prep
8:30-9:44	Period 1	Period 1		Period 2	Period 2
9:54-11:07	Period 3	Period 3		Period 4	Period 4
11:17-12:30	Period 5	Period 5		Period 6	Period 6
12:30-1:15	Lunch			Lunch	
1:15-2:00	Intervention & Enrichment	Intervention & Enrichment		Intervention & Enrichment	Intervention & Enrichment
2:15-3:00	Office Hours	Office Hours		Office Hours	Office Hours

APPENDIX C
SELF-CONTAINED PROGRAMS HYBRID IN-PERSON SCHEDULE
(TK ~ 5th Grade)

Self-Contained Programs:

- Mild/Moderate SDC
- Moderate-Severe Classrooms
- DHH Self-Contained

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-8:30 a.m.	Workday Begins				
8:30-8:45 a.m.	Student Start (May be staggered due to transportation)	Student Start (May be staggered due to transportation)	<ul style="list-style-type: none"> • 8:30-9:15 Zoom • 9:15-9:30 Break • 9:30-10:15 Zoom • 10:15-10:25 Break • 10:25-11:25 PLC • 11:25-12:10 Lunch • 12:10-1:10 Staff Meeting • 1:10-1:40 Teacher Prep • 1:40-3:00 Teacher Planning & IEPs 	Student Start (May be staggered due to transportation)	Student Start (May be staggered due to transportation)
8:45-11:15 p.m.	In-person Instruction	In-person Instruction		In-person Instruction	In-person Instruction
11:15-11:30 p.m.	Dismissal (May be staggered due to transportation)	Dismissal (May be staggered due to transportation)		Dismissal (May be staggered due to transportation)	Dismissal (May be staggered due to transportation)
11:30-12:20 p.m.	Teacher Lunch	Teacher Lunch		Teacher Lunch	Teacher Lunch
12:20-1:35 p.m.	DL Group Instruction Block #1	DL Group Instruction Block #1		DL Group Instruction Block #1	DL Group Instruction Block #1
1:35-1:45 p.m.	Break	Break		Break	Break
1:45-3:00 p.m.	DL Group Instruction Block #2	DL Group Instruction Block #2		DL Group Instruction Block #2	DL Group Instruction Block #2
3:00-3:30 p.m.	Prep/IEPs	Prep/IEPs		Prep/IEPs	Prep/IEPs

III. 3. APPROVE the Memorandum of Understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #248 regarding the Hybrid Model dated March 6, 2021. 

Supporting Documents

 scan0601

**Memorandum of Understanding
Between California School Employees Association and its Downey Chapter 248 (CSEA)
And
Downey Unified School District
Hybrid Model**

The Downey Unified School District ("District") and California School Employees Association and its Chapter 248 ("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 CDPH guidelines. Additionally, the District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with LACDPH and CDPH guidance.

For example, Personal Protective Equipment (PPE) will include, but is not limited to:

<u>Classroom Supplies: (delivered to rooms)</u>	<u>Employee:</u>
Box of gloves	Cloth masks
Large container of wipes for classroom	Face shields
Hand sanitizer for classroom	Small container of wipes for employee
1 – Box of child disposable masks (Box of 50)	Small hand sanitizer for employee
1 – Box of adult disposable masks (Box of 50)	Desk shield (upon request)
	Disposable Gowns (upon request)
	Special Education Settings Only: SIA-BC and SIA-SMH upon request may receive a higher-grade mask.

- 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.

- iv. 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.
- v. Any employee asked to report to their worksite shall have the opportunity to wash their hands with soap and water on a regular basis.
- vi. Hand sanitizer shall be made available to staff at strategic locations throughout the school.
- vii. 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 have 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.) Remote Working: When working remotely from home CSEA bargaining unit members will be required to perform assigned work, unless otherwise instructed. Bargaining unit members must be reachable during their regular work hours.

SIA's work schedule shall follow the schedule of their assigned teacher (i.e. if a teacher is doing remote teaching, the SIA shall do remote teaching as well). An SIA may be required to go onto site when the teacher is not on site, if provided twenty-four (24) hours' notice by the teacher to assist with prep work.

12.) 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.

13.) Notice for Return: The District agrees to give a minimum seventy-two (72)-hours' notice prior to requesting an employee be transitioned to in-person work.

14.) 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.

15.) 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.

16.) 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.

17.) 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.

18.) 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.

19.) 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.

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

Dated: 3/7/21

By: Peggie Chesser
Peggie Chesser (Mar 6, 2021 19:39 PST)

3/6/21

Dated:

For District
Alyda R. Mir

By: Alyda R. Mir (Mar 6, 2021 11:18 PST)

3/6/21

Dated:

Mia Colacion

By: Mia Colacion (Mar 6, 2021 09:15 PST)

For California School Employees Association

III. 4. APPROVE the Addendum to the Memorandum of Understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #248 regarding the Hybrid Model dated March 22, 2021. 

Supporting Documents

 scan0604

**Memorandum of Understanding
Between California School Employees Association and
its Downey Chapter 248 (CSEA) And
Downey Unified School District
Hybrid Model**

Addendum

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.

Agreed this 22nd day of March, 2021.

For Unit I:

Peggie Chesser

Peggie Chesser (Mar 22, 2021 13:24 PDT)

Peggie Chesser

President

CSEA, Chapter 248

For the District:

Alyda R. Mir

Alyda R. Mir (Mar 22, 2021 13:32 PDT)

Alyda Mir

Assistant Superintendent,

Certificated Human Resources

For CSEA:

Mia Colacion

Mia Colacion (Mar 22, 2021 13:33 PDT)

Mia Colacion

Labor Representative

CSEA

III. 5. APPROVE the Memorandum of Understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #746 regarding the Hybrid Model dated March 19, 2021. 

Supporting Documents

 scan0603

**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 CDPH guidelines. Additionally, the District shall maintain adequate school- appropriate cleaning supplies to continuously sanitize the school site in accordance with LACDPH and CDPH 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, staffrooms, 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 locations 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
President
CSEA, Chapter 746

For the District:

Alyda Mir
Assistant Superintendent,
Certificated Human Resources

For CSEA:

Mia Colacion
Labor Representative
CSEA