

**Memorandum of Understanding
Between Downey Education Association
And
Downey Unified School District
Regarding AB130 & Additional COVID Related Procedures**

The Downey Unified School District (“District”) and Downey Education Association (“Association”) enter into this Memorandum of Understanding regarding AB130 and additional COVID related procedures effective the 2021-2022 school year ONLY.

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 coronavirus. 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.

T1: Covid-19 District Update – July 28, 2021

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

T2: Protocol for COVID-19 Exposure Management Plan in TK-12 Schools Recent Updates: August 10, 2021

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

Nurses

- Nurses working over their regular 7.5 hour contracted day, will be paid at the rate of \$58.23 per hour for any additional time worked. Weekly timesheets documenting additional work/time shall be turned into their supervisor.

In Person Classroom Instruction

- Masks shall be worn at all times by all employees and students while on campus, with the exception of eating and drinking, as well as working alone in the classroom/office.
- Failure to wear masks properly (covering nose and mouth) shall result in progressive disciplinary action (warning; written warning; suspension; termination).
- Current seating charts shall be available at all times for contact tracing purposes.
- Teacher requests for District testing opportunity shall be facilitated by school nurse.
- I/LT, Staff, and Parent meetings shall be conducted on Zoom.
- PLC, IEP, and SST Meetings shall be conducted on Zoom or may be held in person with 6 ft. spacing and a mask worn at all times. These meetings must be on Zoom if appropriate spacing is not possible.
- If a substitute is not available, Categorical Resource teachers at the elementary level shall be paid \$200 for full-day or \$100 for half-day coverage when no substitute is available. At least 15 minutes of time per period must be spent substituting before pay will be provided.
- At the secondary level, and on a rotating basis if a substitute is not available, Classroom Teachers, Librarians, Counselors, TOSAs (ASB, A.D., Deans, Instructional Coaches, Coordinators, and Categorical Resource teachers) shall receive 1/5 of \$200 per period taught. At least 15 minutes of time per period must be spent substituting before pay will be provided for that period.
- Back to School Night shall be conducted on Zoom with a professional atmosphere, strong internet connection, and virtual background.
- Elementary Quarantine Situation
 - Family notification letters with timelines shall also be sent to Bargaining Unit Members who have been in contact with the exposure.
 - Staff and students who are quarantined shall remain in an online platform for the number of days determined by the school nurse. Teachers may work from school or home once they have been cleared by the school nurse.
 - Quarantine school day will mirror the staff schedule specific to their school site, including PE.
 - DIS services will continue to be provided (e.g. Camming in, breakout room, etc.).
- Permanent Bargaining Unit Members who are scheduled for evaluations shall complete two observations for the 2021-2022 school year evaluation process. The option for a third observation to be conducted based on performance is determined by the administrator. Teachers on a Probationary, Temporary, or Intern contract shall follow the 2021-2022 evaluation timeline.
- Teachers providing before and after school Instructional Intervention will be paid at the rate of \$50.00 per hour effective October 1, 2021 – June 2, 2022.

Online Elementary School

- Bargaining Unit Members may work from home on Zoom with a professional atmosphere, strong internet connection, and having notified administration.
- The Qualtrics daily Covid-19 Screener only needs to be completed when working on site.
- Bargaining Unit Members who only work from home and are not vaccinated, do not need to complete the weekly Covid-19 testing.
- Administrative walk throughs will continue to be conducted via Zoom.
- When necessary, an online teacher's room may be used for other purposes.
- Tenured teachers will return to the Stull process and timelines in the 2022-23 school year.
- Teachers on a Probationary, Temporary or Intern contract shall complete two observations by March 1, 2022. The option for a third observation to be conducted based on performance.

Vaccine Verification for Workers in Schools

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Vaccine-Verification-for-Workers-in-Schools.aspx>

- Bargaining Unit Members who have not submitted mandatory proof of vaccination status through DUSD Self Certification process will be required to complete a COVID-19 test weekly.
- As of September 13, 2021, a measured rollout began. Weekly testing is required until a Bargaining Unit Member is fully vaccinated (2 weeks after final dosage). The District will notify employees when the mandated testing begins for your site. Only testing through DUSD sites will be accepted for the weekly testing.
- Bargaining Unit Members were requested to upload verification of vaccination to the Informed K-12 data base by August 27, 2021.
- Bargaining Unit Members who have become fully vaccinated since August 27, shall upload verification via Informed K-12 within 24 hours of final vaccination.
- If an employee submits a forged or counterfeit COVID vaccination card, the employee shall be terminated for their actions.
- Failure to successfully complete your weekly testing protocol will result in unpaid leave and shall include progressive disciplinary action until weekly testing resumes.
- If an employee misses a scheduled weekly test and is on paid time off or on approved Leave of Absence (LOA), a make-up day will be arranged with their immediate supervisor.

For the Association:

Julia Wright
Signature

Bargaining Chair
Title

Julia Wright
Name (Print)

9-17-21
Date

For the District:

Alyda R. Mir
Signature

Assistant Superintendent
Title

Alyda R. Mir
Name (Print)

9-17-2021
Date