

MEMORANDUM OF
UNDERSTANDING between
the MOUNT DIABLO
UNIFIED SCHOOL DISTRICT
and the
CST

March 18, 2021

Mount Diablo Unified School District (MDUSD) will open schools in a Hybrid Learning Phase (HLP) and will follow county and CDPH guidelines regarding the reopening of its schools in a physical model (hybrid or full return) with board approval. Maintaining flexibility at all phases will be paramount to our success, as we collectively engage in instructional and work models that are new and must remain responsive to ongoing safety guidance and the needs of our students and families. The District will utilize the approved MDUSD Hybrid Schedule.

The district agrees to follow the CST Collective Bargaining Agreement however, changes required due to COVID-19 will have universal impacts, in addition to impacts that are specific to each job classification.

This agreement represents a commitment to prioritize the health and safety of staff and students in order to minimize the risk of COVID-19 spread while also providing for the education of all students.

1. The CST Contractual Agreement between MDUSD and CST will remain in effect.
2. **Hours of Employment and Calendar**
 - a. Employees will follow the revised school calendar.
 - b. All employees shall return to their respective workstations and locations on March 23, 2021. As stated at the Board Meeting on March 16, 2021, the target date for students to return to school for Hybrid Learning Phase is March 25, 2021. CST Bargaining Unit Members not currently working at their site will return to their assigned work location 2 business days prior to March 25, 2021, unless the date is postponed by the Board of Trustees or the Superintendent. The only exception to this is for those employees who have a current accommodation granted them through the interactive accommodation process facilitated by H.R. and/or Risk Management.

- c. Members will receive wages and benefits for their job in line with the collective bargaining agreement.
- d. Per government code 1126, Unit members agree not to accept or continue in any volunteerism, job, consulting work, or employment during the unit member's working hours as specified in the Collective Bargaining Agreement. Such employment may be cause for a repayment of wages and disciplinary action.
- e. Unit members will not be expected to work outside their contractual agreement, with respect to work hours/days for their job assignment, however some modifications to scheduling may be needed. CST and MDUSD will meet and confer as this occurs.

3. Health and safety Guidelines

- a. The District shall adhere to the COVID 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 Contra Costa County Public Health Department, as may be updated from time to time ("Guidelines"). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
- b. The District shall require the use of face coverings for all persons who enter district facilities, following the social distancing standard of staying a minimum of 6 feet from others. All employees are to follow the "Face Covering" guidelines in the MDUSD COVID-19 Prevention Plan (CPP). Employees exempted from wearing face coverings due to a medical condition, mental health condition, or disability shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it. The district will provide, one time, at least two (2) face coverings, upon request to every bargaining unit member, for work on site to members who have not yet received their face coverings.
- c. The District shall comply with the following hand washing logistical requirements:
 - i. Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered;

- ii. Every room with a sink shall be stocked with soap or be provided with hand sanitizer.
- iii. Hand sanitizer will be accessible in other high traffic areas on campus.
- iv. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

Reporting of noncompliance shall be brought to the attention of the immediate supervisor, as well of the head of Maintenance and operations.

- d. The District shall ensure that all used classrooms, restrooms, and workspaces are disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. Cleaning schedules will be determined by M&O in consultation with custodial leaders and federal, state and local health regulations. Cleaning schedules will be shared with all sites and employees by March 25, 2021.
- e. Based on the physical space of the school offices and COVID social distancing guidelines, students/visitors shall be limited (MDUSD Reopening Plan).
- f. District will adhere to current state and county health guidelines regarding wellness checks and self-screening.
- g. Upon notification that an employee or student has been infected with COVID- 19, the District shall initiate contact tracing in conjunction with local health department officials. The district will follow the guidelines and notification procedures from Contra Costa County Health Department.
- h. Employees shall receive ongoing training related to COVID-19 and associated work duties during the workday, if they have not already been trained. New employees will receive COVID-19 training as part of their onboarding process in H.R.
- i. When the district requires a particular kind of facial covering or protective equipment, the district will provide the appropriate personal protective equipment (PPE) to accommodate this requirement.
- j. School and district offices will be prepared with protective plexiglass as it becomes available for public spaces in which physical distancing is

not possible. In the interim, all offices will be reconfigured to align with county guidelines to the extent practicable.

- k. Unit members shall follow strict safety protocols. All staff shall be required to wear a mask when in common areas or in the proximity of others. The district will make every effort to reduce potential COVID exposure to keep bargaining unit members as safe as possible, including pods where applicable.
 - i. Social distance shall occur in common areas such as lounges and staff break rooms where space allows it, in compliance with CDC, CDPH and CCCPH guidelines.
- l. No CST bargaining unit member will be required to take temperatures of students or staff. Site Administrators are responsible to take temperatures or identify those volunteers who will take temperatures.
- m. No bargaining unit member will be required to supervise the Health Rooms/Areas. Should a CST Member volunteer on their own free will to supervise students in the Health Rooms/Areas, they will be paid an additional 25% for the entire time that they supervise these students. Such time shall be submitted on a timesheet, rounded up to the next increments of 15 minutes, approved by their Principal and submitted to Payroll. Health Rooms/Areas will be staffed entirely by volunteers on a weekly rotating and seniority basis. No CST member will be required to backfill for the person who volunteers to supervise students in the Health Rooms/Areas.
- n. **HEALTH Rooms/Areas:** For their safety, members will have to communicate to students at a minimal distance of 6 feet from any students awaiting pick up from a parent/guardian due to symptoms of illness and will not be permanently assigned to any health room/area unless members volunteer to staff such spaces/areas. Members will remain outside the Health Rooms/Areas when supervising student by line of sight.

4. Staffing

- a. Unit members who provide documentation of an underlying high-risk condition, or reside with someone with documentation of an underlying high-risk condition, must participate in the interactive accommodations process if necessary. The district shall make reasonable accommodations in an effort to provide alternate work assignments without a loss of compensation or benefits.
- b. If in the event Extra CST hours are made available, they will be offered to CST members first on a voluntary and seniority basis.
- c. New Staff Orientations: MDUSD will follow the terms of CST collective bargaining Agreement and shall be done virtually, as possible. Human

Resources will work collaboratively with CST on this matter, with at least 48 hours advance notice.

- d. The following items will be communicated consistently and broadly by the District administration to every site administrator, and all employees:
 - i. COVID-19 Prevention Plan
 - ii. Food Service distribution and production sites
 - iii. Expectations of custodial staff
 - iv. Expectations of District Security
 - v. Instructions for accessing District provided translation services
 - vi. Directions on how to contact direct supervisor with any questions.

5. Leaves for diagnoses with COVID-19:

- a. Members who do not pass the daily screening, exhibit symptoms of covid-19 at any time during the school year, have been in close contact with a person who has been diagnosed with covid-19, or receive a positive covid-19 test result, should contact their supervisor immediately and shall not enter a district facility.
- b. The Chief of Human Resources or designee shall contact the employee regarding the following: ability to work remotely, steps for returning to work, and other requirements that comply with County orders.
- c. Work Related COVID Exposure
 - i. The District will comply with the CDC, CDPH, CalOSHA and CCCDPH guidelines and laws regarding leaves when employees are unable to perform assigned duties due to COVID-19, including applicable CalOSHA's Emergency Temporary Standards providing that employees excluded from the workplace because of workplace COVID-19 exposure will, after the exhaustion of all leaves, retain their earnings, seniority, and employee rights as if the employee had not been removed from their job.
 - ii. Employees with demonstrable workplace COVID-19 exposure may also be entitled to available benefits and rights including, but not limited to, worker's compensation benefits, family leave, sick leave, disability benefits, etc.
 - a. Employees who are excluded from work due to a "work-related" exposure, and are otherwise able or available to work (including employees NOT able to work remotely based on the type of job classification or duties), will use qualifying leaves, including sick leave, personal leave, etc., during their period of exclusion or quarantine. These employees will continue to be fully compensated after the exhaustion of all leaves (if that occurs).
- d. NonWork Related COVID Exposure
 - i. If an employee must quarantine or is excluded from work due to a "non-work" related exposure, the employee is entitled to and must utilize any and all

qualifying leaves pursuant to the CBA and law (including sick leave, family leave, etc.) for that leave of absence. If an employee exhausts all qualifying leaves and continues to be ill or must continue quarantine, they may request a leave without pay.

- e. Both Work Related and NonWork Related COVID Exposure
 - i. All employees who are excluded from work due to COVID-19, regardless of the source of exposure, whose jobs duties can be performed remotely (following confirmation and approval by HR) will not need to use any leaves for any work days they are working remotely. Any days where an employee who is approved to work remotely is too ill to work must ensure these days are marked as ill.
 - f. Parties agree that current COVID-19 Response Plans and the COVID-19 Prevention Plan will remain in effect. Should adjustments need to be made, parties agree to collaborate with all stakeholders.
 - g. Should the California Legislature pass a law that is signed by the Governor (such as AB 1867 or SB 95) with leave provisions that are better than those in this MOU, the California law will supersede this MOU in regards to leaves.

6. Leaves:

- a. The District agrees to protect and support CST unit members who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as telework through the accommodation and/or interactive process.
 - b. Such members will engage in tele-work options or online training; no loss of salary or benefits will occur.
7. If any Federal, State, or local agency, including the District, declares a quarantine, all bargaining unit members receive full pay and benefits in accordance with Ed. Code 44964, without loss of sick leave, for so long as the quarantine continues, subject to further direction by law or further Executive Order of the Governor.

8. Work Sites and Alternatives

- a. CST bargaining-unit members are essential employees providing organizational support that enhances successful learning of our students. CST members are required to report to work at a District site to perform essential functions of the position which cannot be completed from home.
- b. MDUSD and CST both recognize that for many members, childcare during the COVID pandemic is an important concern. Bargaining unit

members who work at a site that is safe for children may bring their own children with them under the following conditions:

- i. the bargaining unit member shall be responsible for the direct supervision of their children at their work site,
- ii. the bargaining unit member's work gets completed, and
- iii. the bargaining unit member's work site is not disrupted.

9. Evaluations

- a. Evaluations for all probationary members on the evaluation cycle for 2020-2021 will take place in person or remotely.

10. Job Duties and Descriptions during the 2020-2021 school year:

- a. CST bargaining unit members will not be required to supervise classrooms of students.
- b. Recognizing there is a need to realign some duties and work hours, MDUSD and CST will meet and confer in accordance with the Collective Bargaining Agreement.
- c. Management will work collaboratively with CST to ensure that each member is working within their job classification. Should there be a need for a modification of any bargaining unit members' duties outside of their job classification, parties agree to meet and confer.

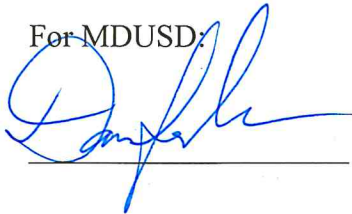
11. Other Provisions:

- a. Information and Further Negotiation: The District will share with CST all new information it receives from local health authorities about COVID-19 pandemic. The District will inform CST, in writing, prior to any changes in operations, and will negotiate effects on terms and conditions of employment, including occupational health and safety.
- b. 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 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.
- c. All components of the current Collective Bargaining Agreement between CST and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
- d. This MOU resolves the negotiable effects of changes to working conditions due to the COVID-19 Pandemic. The District and/or CST reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-21 school year.

- e. This MOU shall expire in full without precedent on June 30, 2021, unless extended or rescinded by mutual written agreement.
- f. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement.
- g. Both parties recognize that additional public health guidance may require future updates to this MOU. The parties agree to meet to negotiate any amendments or additions as soon as practical. During this closure, classified employees will continue to be paid their regular rates.
- h. No bargaining unit member shall be required to pay out of pocket for any training, materials, or professional development required by the District during the emergency school closure. All required training will be completed while in paid status. Unit Members will be released from job duties to attend these trainings.

Signatures:

For MDUSD:



For CST:

3-19-21  3/19/2021

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