MEMORANDUM OF UNDERSTANDING

Between

DIXON UNIFIED SCHOOL DISTRICT (DUSD)

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (SEIU) Concerning

CORONAVIRUS RESPONSE – REOPENING OF SCHOOLS 2020-21 SCHOOL YEAR

(In-Person Hybrid Instructional Model)

In recognition of the Governor's announcement on August 28, 2020 releasing *The Blueprint for a Safer Economy*, when Solano County enters into the Red Tier, DUSD will follow the California Department of Public Health and CalOSHA guidelines on reopening of schools. In the interest of students, employees and public safety, the Dixon Unified School District, hereinafter called "District," and the Service Employees International Union, Local 1021, hereinafter call "Union," collectively referred to throughout this Agreement as "Parties," enter into this Memorandum of Understanding "Agreement" concerning the Reopening of Schools for In-Person instruction for the remainder of the 2020-2021 school year.

RECITALS

The District and SEIU recognize the importance of maintaining safe learning opportunities for the benefit of the students and community served by the District, and its staff.

The Parties agree that providing in-person educational opportunities and continuity of District instruction and essential services to students is the utmost important and critical at this time and that provisions should be made for District employees who are impacted by the pandemic.

The Parties further recognize that the transition from a distance learning environment to an in-person instructional model presents unique challenges. The Parties acknowledge this and are committed to collaborate in meeting these challenges on an ongoing basis.

TERMS OF AGREEMENT

The Parties agree that the District shall have the sole and exclusive discretion working in consultation with the State and County Health officials and in compliance with State and County Health orders to determine whether a school is closed, opened under an in-person instruction model, fully reopened to inperson instruction, or reopened after partial or full closure.

The District shall inform staff of the opportunities for vaccinations that it receives from Solano County Public Health or the Solano County Office of Education. Bargaining unit employees will be provided any access codes required to register for clinics.

Vaccinations

- Bargaining members with scheduled vaccination during work hours will be allowed up to 2 hours without any sick leave deduction if a verification of the vaccination appointment is submitted to the Human Resources Department.
- Bargaining members will have the option to take up to three (3) days off to recover from their vaccination (either dose). These additional days are only valid for use through June 30, 2021 by entering into the Frontline system using the reason for absence as "Vaccine". Verification of the vaccination shall be required and submitted to the Human Resources Department.

Reopening Stages

Solano County entered the Red Tier on March 9, 2021, therefore, the change in tier calls for all in-person of staff affiliated with the following programs:

Stages	Primary (Pre-K-2)	Inter (3-5)	Middle School (6-8)	High School (9-12)	Alt Ed
Stage 1: March 18 (Thurs - Grp B)	Preschool ILC	ILC	ILC	ILC	
Stage 2: March 22 (Monday - Grp A)	TK, K, 1		6	9, 12	Alternative Ed (MPHS & Community)
Stage 3: March 25 (Thursday - Grp B)	2	3, 4			
Stage 4: March 29 (Monday - Grp A)		5	7,8	10, 11	

Site Safety Plans

Detailed site plans will be provided to SEIU Leadership and meet and to discuss the effects it will have on members prior to implementation.

Schedules

Instructional schedules will be shared with SEIU prior to reopening and could potentially affect this MOU if schedules are detrimental to member workloads and may cause for a revision of the MOU.

Transition Period / Prep Time

All bargaining unit members shall physically return to their worksite location at least one (1) week prior to the first day students return to school.

Prior to the return date of their program, and upon mutual agreement with their supervisor, part time staff may be offered to work up to eight (8) hours a day in the same or alternative position, as needed. Additional hours shall not be required by the unit member and will be on a voluntary basis. If any unit member workloads become too difficult to manage within time allowed, the District and SEIU will meet to determine what support and or additional staffing are needed.

Consolidation of Work Hours

By mutual agreement with their supervisor, part time bargaining unit members may consolidate their weekly contractual hours into less than 5 work days per week.

Additional Classified Duties

Bargaining unit members may have duties to perform in order to support in-person instruction and distance learning while students are learning concurrently. Those duties are identified as such in the appendices. If unit members perform duties at a higher classification and those duties are not identified in the attached MOU, then working out of class will be adhered to. All working out of class duties are voluntary.

Lunch Supervision

Every effort to use grab and go meal distribution approach will be made. All bargaining unit members who may need to supervise lunch shall adhere to all social and physical distancing, face coverings and safety protocols. The District shall attempt to utilize outdoor eating areas on campuses to the fullest extent possible.

Special Education Services

Bargaining unit employees will provide services under the direction of the Director of Special Education and in line with their job duties. Job related tasks will be completed in-person by bargaining unit members; however, services to students may be a pull out model or virtually when students are not on campus depending on their hybrid schedule. Paraprofessionals will be given the choice to provide support to students via remote or small group instruction in a room on campus other than the student's classroom. Only ILC students with an IEP outlined for push-in instruction will have a Paraprofessional support in a classroom.

Professional Development

To ensure classified bargaining unit employees providing direct services to students receive appropriate training as well as similar opportunities for all other classified bargaining unit employees in the District

for professional development, the Professional Development Committee shall discuss opportunities for ALL classified staff members in the unit.

Effective the 2021-22 school year and contingent upon receipt of new ESSER II funds received by the District, all bargaining unit employees will be offered up to thirty (30) hours of professional development outside of their contractual workday, and will be paid \$20 an hour or have the option of professional development credit for salary advancement.

Remote Days

Unit members shall have the option to work remotely on non-student days for a total of four (4) days. The classified bargaining group is comprised of many different essential job functions and duties as outlined in each job description; therefore, the remote work day option is not available to all classifications in the SEIU bargaining unit. Those positions are identified as follows: Food Service Coordinator, Food Service Assistant, Traffic-Playground Monitor, Campus Supervisor, District Office Receptionist, Technology Assistants, all Facilities and Maintenance/Grounds & Operations bargaining unit member, excluding Secretary to Program Director/Manager.

To the extent feasible and to ensure high quality and delivery of services, all other classifications in the SEIU bargaining group may choose the option to work remotely per the above limitations.

The remote work day option may be utilized upon mutual agreement between the bargaining unit member and their supervisor. Supervisors shall respond within five (5) working days of the request.

For each remote working day, a standardized log identifying the begin and end time for each assignment, task or project during the duration of a bargaining unit member's contractual work day shall be provided via email to their supervisor by the end of each day, but no later than 24 hours.

Remote work days are required to be entered into the Frontline system, no later than one (1) hour before the start time, or prior to the remote work day.

In-Person Meetings

The District and sites will continue to hold all meetings, in a remote format. Trainings that involve the use of specific equipment or materials may be held in person with appropriate safety practices utilized.

Safety Protocols and Expectations

To provide a safe work environment, and to operate within and beyond the protocols recommended by Center for Disease Control (CDC), California Department of Public Health (CDPH) or CalOSHA, the District will implement the following safety protocols and guidelines: All PPE will be provided to unit members prior to reopening school and will be replenished weekly.

Mask Wearing

All persons on District properties shall wear a face covering at all times, with the following exceptions: when a staff member is working alone in their classroom or office; when eating or drinking. Recess, PE, and other activities are not exceptions for mask wearing. For those with a health issue, they may wear a face shield that is equipped with a drape that is able to be tucked into a shirt. If a bargaining unit member has concerns about mask wearing and feel it necessary, they should check in with the Site Administration; however, students are still required to wear a face shield with cloth tucked in at a minimum. Students, all staff members, and visitors who do not follow the mask rules will be removed from the class/campus by the Site Administrator or Teacher in Charge. In the case of individuals (non-bargaining unit members) refusing to comply with health directives, such as the requirement to wear a mask on campus, school site staff and site administration will work with the individual (parent/guardian/family, if the individual repeatedly refuses to comply with directives, the administration will engage in the process to withdraw consent for the individual to be present on the campus in accordance with Ed Code.

Stable Groups

Elementary

Students will be grouped with half their classmates into morning and afternoon groups. At recess and other non-instructional time students will be kept with the classmates in their stable group and not mix with students from other classes. When necessary, individual students and support staff may need to mainstream to participate with another group.

Secondary

Students attending in person will be grouped into "A" and "B" groups and physically attend school only on their assigned days. Moreover, students will attend block schedules, thus further limiting their contact with students from other groups as they will attend half their classes per day. Classrooms and cleaning schedules will be organized so that students will only sit at desks/tables that have been cleaned since last used by another student.

Multiple Cohorts

The District shall provide KN95 masks to all classified staff upon request. The District shall provide face shields to any unit member upon request in addition to regular masks.

The development of the final schedules will determine the exact model for and any other relevant areas related to stable groups. The size of groups is determined by the ability to provide proper physical distancing and could be lower or higher based on room size, type of furnishings, etc. This standard is set in the CDPH guidance. Staff and students must adhere to Safety Protocols and procedures, including but not limited to wearing a mask, physical distancing, washing hands, using hand sanitizer, plexiglass partitions, etc.

Physical Distancing / Signage

The District will operate with physical distancing at six (6) feet minimum in every situation. In any rare situation where a six (6) foot distance isn't possible, there will not be a distance of less than four (4) feet with other mitigations such as additional barriers, additional ventilation, and arrangement of desks to minimize face to face contact (CDPH pg. 21-22). Ingress and egress path signage will be used to provide safe movement of students and staff in and out of school sites. The signages will include social distancing, symptoms check and indicators, proper handwashing at all sink locations and restrooms, proper mask wear instructions, social distancing floor and carpet decals reminders. Multiple entrances and exits will be assigned by grade levels or room location to eliminate congestion at an entrance or exit point. Movement on campus will be delineated to eliminate congestion points.

Standard classroom size is 960 sq ft. This allows for up to 18 students, plus 2 adults, for a total of 20 people.

Ventilation

Each room and office space has been equipped with an air purifier system. HVAC filters will be changed every 90 days with MEV 13 filters. Each HVAC unit has been set for a fresh air intake flow of 20%, which is up from the guideline of 10% fresh air intake. The smaller air purifiers will have the filters changed every 90 days. The larger, classroom devices will have the filters cleaned every 90 days. Replacement logs will be provided upon request.

Hand Hygiene

The best hand hygiene is the use of soap and water, while washing one's hands for 20 seconds. If that cannot be accomplished then the use of antibacterial soap with at least a 60% alcohol base will kill the COVID-19 virus. No touch antibacterial dispensers will be available in every classroom and located throughout the campus. Handwashing guidelines will be clearly posted for all to review above every sink. For classrooms that do not have sinks, there will be an antibacterial soap dispenser in their rooms.

The District will comply with the following hand washing logistical requirements.

- a) Every room with a sink shall be stocked with soap and hand sanitizer;
- b) Every classroom shall be provided hand sanitizer;
- c) Non-classroom workspaces shall be provided hand sanitizer;
- d) Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
- e) 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.

Symptoms and Close Contacts

The District shall ensure all students and employees receive the COVID symptom screening questions so they check for symptoms daily prior to entering school or work.

- 1. Anyone arriving with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry.
- 2. Anyone who develops any symptom consistent with COVID-19 should be sent home or sent to an isolation room on site pending travel home.
- 3. Anyone who has had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home.
- 4. A unit member who has been exposed to or contracted and tested positive for COVID while at work may submit a claim to North Bay Schools Insurance Authority. If approved, the District shall reimburse employees accrued time off to comply with procedures and applicable law.

Upon notification that an employee or student has been infected with COVID-19:

- 1. The District shall initiate contact tracing in conjunction with local health department officials
- 2. The District shall inform all bargaining unit members who were in close contact as the individual with a positive test result, that they might have been exposed.
 - a. This information will be in writing within 24 hours.
 - b. This notice shall include a description of the COVID-19 related supports available to unit members and the District's cleaning and disinfection plan that will be implemented.
 - c. A copy of such notice shall be provided to the Union President at the same time it is provided to the affected bargaining unit members.

DUSD actively encourages all staff who are sick or who have recently had close contact with a person with COVID 19 to stay home and report their absence in Frontline. Each staff and student will complete the symptom screening at home prior to leaving for work or school. Each parent and staff member will be given the list of COVID 19 symptoms to answer each day. The District will provide the following symptom screening questions for employees and students to complete daily and they do not need to be done electronically.

- (a) Have you experienced any of the following symptoms in the past 48 hours: Fever or chills, cough, shortness of breath or difficulty breathing, fatigue muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.
- b) Within the past 14 days, have you been in close physical contact (6 feet or closer for at least 15 minutes) with a person who is known to have laboratory-confirmed COVID-19 or with anyone who has any symptoms consistent with COVID-19?
- c) Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?
- d) Are you currently waiting on the results of a COVID-19 test?

Students at school with a temperature of 100.4 or higher will be isolated from other students in a private area until they can leave school or be picked up by a parent or guardian.

Surveillance and Testing

Bargaining unit members may access testing information and locations through the Solano County Public Health website, UC Davis, or through their own health care provider. Surveillance testing will be offered to bargaining unit members every other week while Solano County is in the Red Tier. Response testing, such as close contact or exposure will be offered to bargaining unit members. The District will participate in the testing schedule for employees, as outlined in the Safe School for All Guidance p. 38 (and in Table 3 "Testing Cadences with Support of the State of California for K-12 Schools" on pages 39 – 40 of the "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year," issued by the CDPH on January 14, 2021). The District will utilize the State of California Valencia Lab program or one that is substantially similar to or better in accuracy, turnaround time, and cost, for the testing cadences.

Daily Cleaning / Disinfecting

Student areas will be cleaned with the appropriate materials and frequency as recommended by CDPH and according to the instructional schedules. The District will continue to clean all areas and disinfect the bargaining unit member's work area and frequently touch areas (i.e. copier machine, staff lounge, counters that serve the public, door knobs, bottle refill stations, sinks, gates. and the restrooms). For Elementary, students will have their own desk with alternating seat arrangements between group A/B; For Secondary, students will have their own desk with alternating seat arrangements; however, cleaning will be done every 2 periods or another schedule depending on the final instructional model at the secondary level. Classrooms and cleaning schedules shall be organized so as to ensure this requirement is met.

COVID-19 Positive Cases

In the event that a student or bargaining unit member tests positive for COVID-19 within a classroom or work location, the District will confer with the Solano County Public Health Department to determine if and to what extent classrooms/schools will need to close in reference to the most up-to-date Public Health Department guidance for schools. All classrooms or work locations that have had a COVID-19 positive case will be cleaned and disinfected with the fogger prior to being open again.

Isolation Rooms

Each school site will have an isolation room where students can be picked up or released by their parent/guardian/family to go home. Students and staff assigned to this safety isolation room shall not be returned during the school day to their classroom. The District nurse and designated classified staff will monitor the room and students. Students will remain in the isolation room until they are picked up. Site administration will evaluate each situation on a case by case basis, as needed. If additional support is needed, site administration will reach out to the District Office administrators.

Family / Student Orientation

There will be two levels of orientation before schools reopen for in-person. One at the District level and one at the site level. Site administration and bargaining unit members may work together to allocate dedicated time during the school day when students return to teach expectations, protocols, etc. Volunteers or visitors to classrooms shall not be allowed without prior notice and will be permitted only when absolutely necessary and if social distancing can be ensured. Any permitted visitor will wear appropriate PPE and adhere to social distancing requirements.

District Wide Staff Orientation for Every Member for Each Job Classification

There will be a staff meeting held prior to school reopening for in-person instruction. It will include video protocols, teacher, student and staff schedules, duties, explanation of any new duties and explaining they are on a voluntary basis, District safety protocols and the District will provide all training needed. This includes every staff member. Follow-up orientation will be held for any unit member for those unable to attend the original orientation. The District will be required to provide orientation to every classified employee. A Leadership team member will attend each of the orientations.

Office Protocols

Each site will develop and distribute safety protocols regarding the presence of students and staff and/or visitors, including parents. Protocols will be provided and reviewed prior to the return of students for in-person instruction.

Compensation

In recognition of the change to the in-person instructional model and the new and/or additional duties required of all bargaining unit employees, a one-time stipend in the amount of \$660.00 from restricted COVID funds will be distributed for this purpose shall be paid no later than July 20, 2021.

Employee Absences and/or Leaves

- a) COVID Exposure or Positive Test. COVID-19 expectations for suspected or confirmed cases, exposures and return to work protocols consistent with the DUSD COVID-19 protocols document dated November 2020. The District will monitor and adhere to the latest guidelines from Solano County Public Health. Bargaining unit employees are permitted to use any and all leaves to which they are entitled under the Collective Bargaining Agreement, as well as under state and federal law.
- b) **Reasonable Accommodation Process.** Bargaining unit employees who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation will be entitled to any reasonable accommodation based upon available work, and as required by state and/or federal law.
- c) Leave of Absence. Bargaining unit employees who cannot be accommodated by the District through the Reasonable Accommodation process may be entitled to any and all leaves under the Collective Bargaining Agreement, as well as under state and/or federal law.

Other Provisions

- 1. This MOU of students' return in person may be changed or amended by the Parties as necessary to address any new orders issued by a federal, state, or local officer or agency that contradict or impact the terms of this MOU.
- 2. DUSD and SEIU reserve the right to negotiate any additional impacts of reopening of schools for in-person instruction in the 2020-2021 school year.
- 3. This MOU shall be in place for the duration of the hybrid in-person instruction model, or shall expire on June 30, 2021, whichever comes first.
- 4. The District shall immediately notify SEIU when an outbreak occurs. If closure is recommended by the local public health department or otherwise required by state or federal guidance, the District and Union shall immediately bargain the impact and effects of the closure.
- 5. This MOU sets no precedents and has been created to address the COVID-19 pandemic. All other articles in the CBA, notwithstanding this MOU, are active and enforced.

The undersigned present that they are authorized to execute this MOU.

For the District	For the Union
Bri Dl	Susan alturi
Date: 3 26 2021	Date: 3/24/2021
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Date:	Date: 3/26/2011
	3/26/2021.
	3/26/2021

The duties identified below for each of the listed job classification have been developed in order to help ensure that there is a successful transition to the in-person hybrid model, including the concurrent teaching model that will be a part of it. The table is intended to establish the new and/or additional duties that bargaining unit members may be required to complete as the instructional model changes and students and staff return to campuses. The District reserves the right to amend or revise the list of duties after consultation and in agreement with the SEIU Leadership Team. Bargaining unit members and their supervisors will communicate regarding the assignment of additional duties to avoid schedule conflicts and the inability of the unit members being unable to complete their regular duties as assigned.

Position Title	Work Months	Additional/New Duties	
TPM	9 months	 Hand out and distribute materials, mailings and papers to parents and families, help with copies, organize spaces at sites Assist delivering items to teachers in classrooms (not to exceed 20 lbs) Support lunch service pick up Assist with light custodial cleaning or disinfecting (that does not require extra training) Student check in and connect or check in check out person 	
Secretary to AD	9 months	 Support Attendance and Admin Assist with supervision of students on campus 	
Food Service Assistant	9 months	 Assist with supervision of students on campus Assist with light-custodial cleaning or disinfecting 	
Food Service Coordinator	9 months	 Assist with supervision of students on campus Assist with light-custodial cleaning or disinfecting 	
Campus Supervisor	9 months	 Assist delivering items to teachers in classrooms (not to exceed 20 lbs) Support lunch service pick up Assist with some light-custodial cleaning or disinfecting (does not require extra training) 	

Library Technician	9 months	 Currently unfilled CAJ/DHS Elem: record videos of read alouds for students, get libraries in order, notices out to students for missing books, repair books that are damaged Elementary: Virtual Storytime (K-3) Reading program (similar to public libraries summer reading program) Updating barcoding system Book repair to maintain library collections Send out lost book notices to recover unreturned items Correct spine label errors/ reprint and label books Reconcile cataloging errors Label books for AR (Accelerated Reader) Assist with some custodial cleaning or disinfecting High School: Barcode remaining math textbooks Barcode English literature book sets Organize book room Create centralized textbook check out system for all barcoded items. Send out lost book notices to recover unreturned items. Correct spine label errors/ reprint and label books Reconcile cataloging errors Assist with supervision of students on campus
Parent Liaison, Spanish	9 months	 Assist/Support and translate for parents the educational apps training for families (ex. Google Classroom, Zoom/Meet, Class Dojo, Aeries Parent Portal) With support and training as requested by unit member prior to providing support to parent families Assist/support and translate for families in accessing distance learning tools (ex. Google Classroom, Zoom/Meet, Class Dojo, Aeries Parent Portal) With support and training as requested by unit member prior to providing support to families Assist with supervision of students on campus

Technology Assistant	9 months	 Distribute netbooks, repair netbooks, zoom with families for IT support, create videos or cheat sheets to navigate educational tech Daytime tech line for students/parents Support for students using google classroom and email Assist with some light-custodial cleaning or disinfecting, pertaining to technology Collaborate with Ed Services team to work with individual or small groups of students and their families to ensure connectivity, learn and/or troubleshoot hardware and utilize educational platforms. (ex. Google Classroom, Zoom/Meet, Class Dojo, Aeries Parent Portal) Assist with supervision of students on campus
Maintenance Workers I, II, III, Maintenance Worker, HVAC Technician and Groundsperson, Carpenter, Custodians	12 months	 Interchangeable based on skill set and training by mutual agreement Assist with supervision of students on campus
All Other Classified Positions Not Listed Above	All	 Bargaining unit employees will be assigned 20 minutes per day, during the regular work hours, based on a set schedule to assist with supervision of students on campus. Under the direction of the Admin at the site, supervision may include the following: While students are entering and exiting campus before or after instructional blocks During recess/break times While students receive or eat meals During other periods of high traffic among students Not to include isolation rooms.