MEMORANDUM OF UNDERSTANDING Between DIXON UNIFIED SCHOOL DISTRICT (DUSD) And

SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL 1021 (SEIU) Concerning REOPENING OF SCHOOLS 2020-21 SCHOOL YEAR

In recognition of the COVID-19 pandemic, this Memorandum of Understanding between and in the interest of students, bargaining unit members and public safety and equity for staff members given their roles, the Dixon Unified School District hereinafter called "District," and the Service Employees International Union, Local 1021, hereinafter call "Union," has been developed to address the Reopening of Schools for the 2020-21 school year. This agreement has been developed in the interests of students, staff, and the District overall, with clear policies and protocols for the health and safety of classified bargaining unit members and the clarification of working conditions for them being of the utmost importance.

RECITALS

The District and SEIU recognize the importance of maintaining a safe working environment, as well as safe facilities and operations, for the benefit of the students and communities served by the District and its bargaining unit member.

The Parties further agree that continuity of District's infrastructure and operational needs to ensure high quality service, compliance and the overall well-being of the District is imperative and provisions should be made so that our District continues to provide support to all school sites and departments, receive state funding, and to promote the public health and the stability of bargaining unit member.

The parties agree to temporarily, during the COVID-19 crisis, waive any requirements pursuant to Education Code relating to classified bargaining unit member working out of class that may be inconsistent with the terms of this agreement, including but not limited to Education Code section 45110. However, bargaining unit member asked to work out of class in a higher paying classification shall be based upon mutual agreement between the bargaining unit member and their supervisor.

The goal of this MOU is to provide Health & Safety measures to all classified bargaining unit member, as well as the opportunity to continue to support students during distance learning and to reduce the negative financial impacts on bargaining unit member, the Parties agree to the following:

TERMS OF AGREEMENT

Additional Classified Duties

Classified bargaining unit member may have duties to perform in order to support distance learning while students are learning remotely. Those duties are identified as such in the appendices.

Employee Work Calendars

The Board of Education approved a revised student attendance calendar on August 3, 2020 to delay the start of school by 10 business days.

- All 9 month bargaining unit members shall follow the revised school attendance calendar when school is in session for students attached in the appendices.
- All 10 month bargaining unit members returned to work on July 27, 2020; therefore, shall be
 timesheet and paid at their hourly rate from July 27, 2020 through August 7, 2020, with one-time
 COVID funds, to support the reopening and learning loss mitigation. The revised work calendar
 is attached in the appendices. If a bargaining unit member was absent during this time period, the
 District shall credit their sick, personal necessity, vacation, etc.
- All 11 month bargaining unit member shall adhere to the revised work calendar attached in the appendices.

Professional Development Opportunities

To ensure classified bargaining unit member providing direct services to students receive appropriate training as well as similar opportunities for all other classified bargaining unit member in the District for professional development, the Parties will commence a Professional Development Committee comprising of up to three (3) SEIU representatives and up to three (3) District representatives. This committee shall have its first meeting no later than September 30, 2020.

The Professional Development Committee shall discuss opportunities for ALL classified staff members, including the option to attend up to ten (10) hours of training sessions, outside of their contractual workday, and will be paid \$20 an hour or have the option of professional development credit for salary advancement.

The committee shall discuss opportunities to offer all 9, 10, 11 and 12 month bargaining unit member the option to attend professional development during their normal work hours, with no additional pay or professional development credit, as determined by the appropriate supervisor or District. All denials of professional development sessions may be reviewed at the request of the bargaining unit member.

Split Assignments

The District will make every effort to eliminate split shifts during distance learning and have bargaining unit member complete their contractual hours in one shift, at regular rate of pay, including the split shift differential pay, if applicable. Supervisors will meet and discuss with the bargaining unit member regarding any changes to work hours or work days, as outlined in the CBA.

Consolidation of Work Hours

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

Remote Work 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 as follows:

- Effective October 5, 2020, the remote work day option may be utilized at two (2) days per week, upon mutual agreement between the bargaining unit member and their supervisor.
- In addition to the above, bargaining unit member will have the option to work remotely for up to a total of twelve (12) days as follows, upon mutual agreement between the bargaining unit member and their supervisor. Between October 1, 2020 through December 31, 2020, bargaining unit member may utilize up to four (4) days of remote work; from January 4, 2021 through April 2, 2021, up to four (4) days of remote work; from April 5, 2021 through June 30, 2021, up to four (4) days of remote work.
- For each remote working day, a log identifying the begin and end time for each assignment, task
 or project during the duration of an 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. The
 Parties will collaborate in the development of a tool that will be used by all bargaining unit
 member.
- 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.

Expectations While Working Remotely

Bargaining unit member who choose to work from home will do so with the understanding that they are to fully execute the duties specified in their job description, DUSD/SEIU Collective Bargaining Agreement, Board Policy, and this MOU. If a supervisor determines that a bargaining unit member is not meeting these expectations, they will immediately schedule a meeting with this bargaining unit member to discuss address their concerns. A summary memo, which shall include clear directives on needs and improvements, will follow this meeting. Subsequent to this first conversation, and follow up, should a bargaining unit member continue to not meet expectations, they shall be directed to physically return to their assigned work location. Should a bargaining unit member's inability to meet these expectations be of a serious enough nature, they may be required to return to work physically prior to receiving a warning.

Requiring a bargaining unit member to physically return to work will not be considered a disciplinary action. Circumstances may exist in which the reasons a bargaining unit member is required to return to their worksite may also initiate the progressive discipline process specified in the CBA.

Access to Internet, phone, and any other services required to effectively execute job duties, and which are available to the bargaining unit member at their workplace, shall be the sole responsibility of the

bargaining unit member should they choose to work remotely. Bargaining unit member may take their laptop to and from home as they are intended to be portable; however all other permanent items shall remain at the workplace so as to avoid loss or damage.

- Bargaining unit member shall be working and available during their normal work hours.
- Respond to school personnel, including site administration, colleagues, or support staff, including the public, if applicable, in a timely manner.
- Respond to student and/or family outreach in a timely manner.
- Access to network and technology which allows for uninterrupted meetings or access to the systems (i.e. Escape, Aeries), etc.
- Adhere to scheduled meetings and other professional obligations.
- Maintain a distraction free environment which allows for a bargaining unit member to focus on job duties unimpeded.
- Maintain a distraction free environment which allows for other people with whom the bargaining unit member is interfacing to fully focus.
- Maintain student confidentiality at all times.
- Conduct job duties in a manner that does not require the supervisor to engage the disciplinary process outlined in the collective bargaining agreement.

Safety Guidelines and Expectations

To provide a safe work environment, and to operate within and beyond the protocols recommended by health officials, the District will implement the following safety protocols and guidelines:

- a) Day to Day Absences Due to Illness, including Non COVID-19 related symptoms: If a bargaining unit member is sick in general, they are to stay home and not report to work until they feel better. Bargaining unit member shall adhere to the standard protocols of absence reporting in the Frontline system. Staff must not report to work if they have been exposed to COVID-19 or show signs of COVID-19 symptoms. If consecutive absences exceed five (5) work days, a physician statement releasing the bargaining unit member to return to work is required. In accordance with the HIPAA regulations, bargaining unit member are not required to notify their supervisor and the Human Resources Department but are encouraged to do so. If a bargaining unit member needs federal Covid leave, they do, however, need to notify HR.
- b) <u>Temperature Screenings</u>: Bargaining unit member are responsible to take their own temperatures prior to leaving home and coming to work each day. In accordance with public health guidance, if a bargaining unit member has a temperature reading of 100.4 degrees or above, they should follow guidelines in letter (a) above. If needed, bargaining unit member will have access to and may use a thermometer at their school site upon arrival.
- c) <u>Cloth Face covering or appropriate PPE</u>: All DUSD bargaining unit member must wear a disposable or cloth face mask which will be provided by the District. Bargaining unit member may choose to use their own face coverings. These coverings are to be worn at all times covering the nose and mouth to prevent a person from spreading respiratory droplets while talking, breathing, or

- coughing except when working alone in their work spaces. In addition to masks, hand sanitizer, gloves, and wipes will be available.
- d) Physical and Social Distancing: Every effort will be made to provide bargaining unit member with their own classroom or workspace to maximize physical distancing. Recognizing situations may arise that require two or more people to be in a classroom or workspace, the District will take measures to ensure that social distancing and other precautions are maintained. Should this need arise, prior notice will be provided to the bargaining unit member for the purposes of discussing concerns and gathering feedback. All work desks or areas must be at least 6 feet apart from one another. All bargaining unit member must keep at least 6 feet from other employees at all times.

 Bargaining unit member are asked to be respectful and courteous of all work spaces, ensuring at least 6 feet physical distance and offering friendly reminders to one another of the "new norm". Maintaining adequate space is one of the best tools available to avoid exposure to COVID-19 and slow its spread.
- e) Handwashing and Hand Sanitizers: Bargaining unit member shall follow handwashing protocols by handwashing with soap and water for 20 seconds or through the use of hand sanitizer containing at least 60% alcohol, all of which will be supplied by the district. Bargaining unit member are expected to perform handwashing/hand sanitizing upon arriving and leaving work, before and after lunch, and before and after using the restroom or other common areas. Posters to remind all bargaining unit member to wash their hands for at least 20 seconds or use hand sanitizer are posted in the break room and restrooms at all sites.
- f) <u>Cleaning</u>: Custodial cleaning will be completed daily in all work areas. Disinfecting will be completed daily in each classroom and all high contact areas. All cleaning and disinfecting will occur when teachers are not in the classroom.
- g) Restrooms: Will be cleaned and disinfected daily.
- h) <u>Break Room</u>: Sites will determine access and capacity at each location on their campuses.
- i) Meetings: Meetings should be held remotely, to the fullest extent possible.
- j) Process if an bargaining unit member gets a positive result for a Covid 19 test and if HR gets notified by the bargaining unit member: The District will contact Public Health who has specific steps/procedures they follow.

All staff are required to follow these safety protocols. Failure to follow the protocols will result in the Progressive Discipline process outlined in the respective CBA's.

Employee Absences and/or Leaves

- a) COVID Exposure or Positive Test. Bargaining unit member 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 member 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 as required by state and/or federal law.
- c) Leave of Absence. Bargaining unit member who cannot be accommodated by the District may be entitled to any and all leaves under the Collective Bargaining Agreement, as well as under state and federal law.

Other Provisions

- All bargaining unit member are required to complete the Mandated Trainings through Target
 Solutions by October 31, 2020. Supervisors shall meet with the bargaining unit member no later
 than October 2, 2020 to discuss with the bargaining unit member and make arrangements for the
 scheduled date and time that the training would take place during a bargaining unit member's
 regular work day. Use of technology will be provided on site or campus, upon request.
- 2. Training on all educational apps and distance learning tools will be provided by district.
- The district will survey the needs for technology for all classified staff and provide equipment, as needed.
- This MOU 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.
- Other items regarding reopening of schools may still need to be negotiated. DUSD and SEIU
 reserve the right to negotiate any additional impacts of reopening of schools in the 2020-2021
 school year.
- This MOU shall be in place for the duration of the board approved distance learning model unless #2 above applies, or shall expire on June 30, 2021, whichever comes first.
- 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.

For the District	Jusu alter
Date: 9 28/20	Date: 9/28/20
Date:	Date: 9/20/2020

The proposed duties identified below have been developed in order to help ensure that bargaining unit member whose normal duties may not be needed in the same manner or to same extent continue to have meaningful work to complete. The proposed duties below are not intended to be an exhaustive list of all duties. Bargaining unit member and their supervisors may mutually agree on additional tasks, as appropriate.

Position Title	Work Months	Proposed Duties
TPM	9 months	 Hand out and distribute materials, mailings and papers to parents and families, help with copies, organize spaces at sites Prep materials at school sites (binders, folders, filing, etc.) Help put work packets together for teachers. Prep materials needed to be sent home Assist delivering items to teachers in classrooms (not to exceed 30 lbs) Support lunch service pick up Assist with attendance phone calls Help with making phone calls to update emails and phone numbers Assist in the library, assist librarian Assist with light custodial cleaning or disinfecting (does not require extra training) Assist with collection of Meal Applications Student check in and connect or check in check out person If bilingual, can help with parent contacts Support filing, as needed throughout the district Mailings to parents, as needed
Secretary to AD	9 months	Support Attendance and Admin
Food Service Assistant	9 months	 Can help with distribution of materials to families. If bilingual, can help with parent contacts Assist with light-custodial cleaning or disinfecting
Food Service Coordinator	9 months	 Can help with distribution of materials to families. If bilingual, can help with parent contacts

Campus Supervisor	9 months	 Hand out and distribute materials, mailings and papers to parents and families, organize spaces at sites Assist with parent/student communication, supervise and facilitate student activities like textbook pickup, pictures, etc. Copy room tech Assist delivering items to teachers in classrooms (not to exceed 30 lbs) Support lunch service pick up Help with making phone calls to update emails and phone numbers Assist registrar Assist with some light-custodial cleaning or disinfecting (does not require extra training) Advisor/ expeditor reach out to identified group of students phone etc to increase and sustain engagement during distance learning. Student check in and connect or check in check out person
Learning Center Coord (UNFILLED)	9 months	 Evening tutoring/homework help CAJ/Elem needs this coord support also Supervise student AVID tutors in zoom tutoring sessions

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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 Make appts. For students/families to check out books. 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
Licensed Vocational Nurse	9 months	 Temperature and wellness checks for students coming to assess one to one with sped team members and Ed Services team members Update expired forms Create Covid Handout for staff and students Create preventative information programs for future student presentations: Hygiene Oral Health Hydration Collaborate w/outside agencies and health organizations to develop information programs Collaborate w/ community Health Organizations to find resources for parents Update office binders with current CDE updates Update forms currently being used Create a common Covid Pandemic Binder for each site Create a common Influenza Binder for each site Other office duties, as assigned

Paraprofessional/ Paraprofessional, Self Care	9 months	 Small group tutor support sessions Push-in the gen ed classrooms to support students Small group lessons with SDC/ILC, RSP students in rotation with teachers Photocopies Packet creation mini activity sessions on line in a rotation Assist with creating modified materials Office hours/Tutor time online Make copies/packets, attend Zooms with students to assist the homeroom teacher during mtg times Assist student in gen ed classrooms Create modified materials Act as classroom paraprofessional for other spec ed students in RSP that are in Gen ed classes
English Learner (EL) Clerk	9 months	 Advisor/ expeditor reach out to identified group of students via zoom phone etc to increase and sustain engagement during distance learning. Student check in and connect or check in check out person
EL/At-Risk Intervention Coord	9 months	 Support at risk EL Students Communication with EL/AT RISK parents Support EL/AT RISK parents with communication platforms Support students in communications with teachers, counselors, office staff Update email and phone numbers for EL/AT RISK Students Assist with collection of Meal Applications Advisor/ expeditor reach out to identified group of students via zoom phone etc to increase and sustain engagement during distance learning. Student check in and connect or check in check out person Office clerical, as needed

Parent Liaison, Spanish	9 months	 Facebook posts, emails, daily attendance accountability calls EL Parents, organization of materials, record videos, assist site principal with Zoom ELAC Translate for teachers as needed Communication with EL parents Support EL parents with communication platforms Support students in communications with teachers, counselors, office staff Update email and phone numbers for EL Students Assist with collection of Meal Applications Advisor/ expeditor reach out to identified group of students via zoom phone etc to increase and sustain engagement during distance learning. Student check in and connect or check in check out person Assist/Support and translate for parents the educational apps training for families (ex. Google Classroom, Zoom/Meet, Class Dojo, Aeries Parent Portal) Assist/support and translate for families in accessing distance learning tools (ex. Google Classroom, Zoom/Meet, Class Dojo, Aeries Parent Portal)
Early Childhood Educator	9 months	 Teaching Preschool C/R in rotation with PS RSP Online lesson time Circle time online Creating materials packets for students to participate in online lessons
Technology Assistant	9 months	 Distribute netbooks, repair netbooks, zoom with families for IT support, create videos or cheat sheets to navigate educational tech Tech support for teachers during instructional time 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)
Maintenance Workers I, II, III, Maintenance Worker, HVAC Technician and Groundsperson, Carpenter, Custodians	12 months	Interchangeable based on skill set and training provided, on a voluntary basis



DÍAS NO ESCOLARES/ NO TRABAJADOS/ DÍAS NO PAGADOS

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Employee Work Days: 180.0 Paid Holidays: 13.5

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Revised 8.24.20

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*If eligible, Mimum Day, per Article Article VI, 6.8



Employee Work Days: 200.0 Paid Holidays: 13.5

*If eligible, Mimum Day, per Article Article VI, 6.8

Revised 8.26.20

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Purple Dates = Timesheet for actual hours/days worked at hourly rate

213.5



EMPLOYEE WORK CALENDAR

11 MONTH EMPLOYEES (CLASSIFIED)



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WORK YEAR BEGIN/WORK YEAR END DATE

NON-SCHOOL/NON-WORK DAYS/NON-PAID DAYS

PAID HOLIDAYS

LEYENDA

COMIENZA EL AÑO DE TRABAJO / TERMINA EL AÑO DE TRABAJO

DÍAS NO ESCOLARES/ NO TRABAJADOS/ DÍAS NO PAGADOS

DÍAS FERIADOS PAGADOS

LEGEND

Employee Work Days: 220.0 Paid Holidays: 13.5

13.5 233.5

Revised 8.26.20

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*If eligible, Mimum Day, per Article Article VI, 6.8