Memorandum of Understanding
Between
The Mt. Diablo Education Association
And
The Mt. Diablo Unified School District
Regarding the Closure of all District Schools due to the Coronavirus
April 14, 2020

The Mt. Diablo Education Association (MDEA or “the Association”) and the Mt. Diablo Unified School District (MDUSD or the “District”), hereafter, the Parties, agree to the following provisions regarding the closure of all District schools due to the coronavirus, effective March 17, 2020. This MOU is effective from the date it is signed and is prospective only.

MDUSD and MDEA recognize that our State, Nation and local communities are experiencing extraordinary events in the challenge to contain the spread of the COVID-19 virus. MDUSD and MDEA also recognize that efforts to contain the spread of the COVID-19 virus by local, State and Federal authorities are ongoing, and evolving. This Agreement reflects the parties’ understanding of Federal, State and local recommendations and mandates to date, and that upon further mandates and recommendations by State, local and/or Federal authorities, the parties will endeavor to renegotiate the terms of this side letter in good faith, with the aim of assisting in containing the ongoing pandemic while continuing to provide educational services to our students and communities required by local, State and Federal authorities. In order to promote public health and safety and to reduce the negative financial impacts on employees the parties have agreed on the following:

1. The District and the Association will support efforts to maintain funding under any applicable laws during a closure of any district facility due to the COVID-19 pandemic.

2. All bargaining unit members shall receive full pay and benefits as provided for in SB 117, passed as urgency legislation on March 16, 2020, and as set forth in Executive Order N-26-20, dated March 13, 2020, for so long as the closure continues. As of the date of closure, no MDEA bargaining unit member will be charged sick leave or docked pay during the closure unless such sick leave commenced before the closure and was scheduled to continue during the period of closure, or unless a dock in pay began before the closure and would have occurred without the closure.

3. Bargaining unit members will receive the full amount of any stipends in Appendix A which apply to them regardless of the length of the closure.

4. District committee work that has begun, that is time bound, and for which members are being compensated may be required to be completed remotely during the school closure but no bargaining unit member shall be required to make up any committee work that is missed as a result of the closure after school resumes.

5. The amount of each elementary site’s Elementary FTE Stipend described in Appendix A will be communicated to principals and MDEA reps by May 8th. The assigning of what amounts will be paid to whom will be reported to the Fiscal Department by May 20th, and these amounts will be paid out to members on the June 10th mid-month pay warrant.
6. During the closure if distance learning and virtual office hours cannot be completed at home, bargaining unit members may be required to report to a district site that has met the safety conditions outlined in item 35.

7. If, for the duration of the closure, the district implements any distance or home learning program beyond that described herein, and that is not mandated by SB 117 or Executive Order N-26-20, any impacts or effects associated with any new requirements for certificated staff will be negotiated by the District and the Association as soon as practical. Bargaining unit members being asked to provide new distance or home learning programs will be adequately trained and provided with the required materials, access, and equipment prior to implementation to the extent they have not already been provided to them by the District.

8. If any Federal, State, or local agency, including the school district, declares a quarantine, all bargaining unit members shall 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.

9. All public employees may be called upon to work as Disaster Service Workers in the event of an emergency pursuant to Government Code Section 3100. As defined in 19 CCR § 2570.2 “Disaster service” means: all activities authorized by and carried on pursuant to the California Emergency Services Act while assisting any unit of the emergency organization during a proclaimed emergency or during a Search and Rescue mission, including approved, documented and supervised:

a. activities performed to mitigate an imminent threat of extreme peril to life, property and resources, and

b. training necessary to engage in such activities”

The District has not invoked Section 3100 in response to the Covid-19 pandemic. To the extent the District may be required to invoke Section 3100 in response to an emergency related to the Covid-19 pandemic, it will do so in accordance to law, and before doing so, insofar as practicable and safe to do so, will negotiate the effects and impacts with MDEA.

10. Understanding that many MDEA bargaining unit members have and will have responsibilities caring for family members, bargaining unit members involved in the creation of learning opportunities required by SB 117 and Executive Order N-26-20, will be provided with flexibility on the hours and locations from which that work will be performed. The District will provide additional guidance for this work as the State provides greater clarity on what is required of local education agencies under SB 117 and Executive Order N-26-20, as guidance is received. During this period, there shall be no requirement and no impact on evaluations. As of now, the following shall be the expectations, insofar as practicable, related to grading and lesson delivery for the duration of the closure:
a. Starting the first week of school closure, bargaining unit members will check their district email at least twice a day, and respond in a timely manner, provided they have internet access. (March 17-March 20, 2020)

b. Starting the first week of school closure, bargaining unit members will attempt to connect with students remotely via online, distance, and home learning opportunities using existing tools, practices, and protocols. The District will provide links to online resources, training modules on online learning platforms (ex. Google Classroom) and will be providing examples of digital learning plans. (March 17-March 20, 2020)

c. During the second week and beyond of school closure, bargaining unit members will check their district email at least twice a day and establish “virtual office hours” of no less than 1 hour a day to be available to students/families to provide individual support or answer questions. During “virtual office hours” bargaining unit members are asked to structure the best process that will allow them maximum connection with students on their rosters, in their classrooms, or to whom they normally would provide service, to the extent possible. (March 23 – and beyond)

d. Out of respect for the challenging circumstances and limited internet access of some bargaining unit members, bargaining unit members will have the flexibility to utilize any District identified platform they choose for distance learning, virtual office hours, and IEPS, and cannot be required to conduct live video over their objection. The following are the District’s identified platforms and communication tools:

1. Canvas
2. ClassDojo
3. ClassFlow
4. Edmodo
5. Email
6. Google Classroom
7. iReady
8. Phone
9. Microsoft teams
10. Seesaw
11. Doxy
12. Zoom

If a bargaining unit member desires to use a platform different from those identified by the District, the member shall confirm that the platform is in compliance with state laws for use with students and shall contact their Site Administrator for approval to use the platform.

e. Bargaining unit members are encouraged to collaborate and communicate amongst themselves regarding the scheduling of virtual office hours, in an attempt to provide their shared students the greatest access possible to each of them during this time.

f. During the closure staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique
situation, the time and manner of collaboration will not be determined by District or site administration.

g. Bargaining unit members shall communicate the schedule of their virtual office hours for the week to their immediate supervisor by noon each Monday for the duration of the closure, however efforts shall be made to keep office hours consistent to enable students and families in planning. Attempts shall be made to avoid midday office hours to allow students and families to access food pick up opportunities.

h. Bargaining unit members shall not be required to provide personal email, personal cell phone numbers, or home phone numbers in communications with parents, students, or district employees. During closure, information from site administrators/immediate supervisors will be communicated via district email, and while there shall be no required in-person staff meetings unless required by law, once a month a virtual staff meeting of no more than 60 minutes may be held during the period of this Memorandum of Understanding. Bargaining unit members will be given 72 hours notice of these virtual staff meetings.

j. Bargaining unit members will provide students/families digital learning plans and/or access to an online learning platform (ex. Google Classroom.) The District will provide training for bargaining unit members on creating Google Classrooms. (April 13 and beyond). Bargaining unit members will connect, engage, and support students to the extent possible during this period using tools and resources available.

k. The recommended amount of student activity time to be provided by the bargaining unit member is listed below. This time is for learning, connecting, engaging, and supporting students through digital content and instruction to ensure a maintenance of learning starting the second week of closure:

1. TK-Kindergarten 1 hour daily
2. 1-3rd Grade 2 hours daily
3. 4th-5th Grade 3 hours daily
4. 6th - 8th Grade 2.5 hours weekly per content area
5. 9th - 12th Grade 3 hours weekly per content area.

l. In the event that school closure goes beyond June 3, 2020, the parties will negotiate any changes to these instructional/workload expectations.

m. At the secondary level:

1. The third quarter shall be considered ended on March 13, 2020.
2. Teachers may offer and/or accept late/make-up work for the third quarter. Teachers will follow IEPs and 504 plans that require extra time for submission of work.
3. Grades for the third quarter shall be based on work as of March 13, 2020 and any assignments used to enhance the third quarter grade up to April 30, 2020.
4. Revised grades for the third quarter will be due by 11:59 PM, Tuesday, May 8, 2020.
n. For the fourth quarter, second semester, and third trimester, students will be “held harmless,” and will not receive a lesser grade / lesser credit than when the closure began as a result of distance learning during this unprecedented time. Any grades, marks, or credits will be provided pursuant to the guidance provided by the California Department of Education as of this date. Following further guidance from the California Department of Education (CDE), State Superintendent of Public Instruction (SSPI), or Governor, the District will provide the bargaining unit members guidance for additional options for grading to ensure equity per Board policy.

o. Any student, including any 12th grader, who received a grade of D or F for the third quarter is in danger of receiving No Credit for the fourth quarter and the second semester and should be notified of such danger in writing by school office staff and the report shall be mailed with evidence of receipt returned to the school.

p. Pursuant to MDUSD Administrative Regulation 5121, and in line with Education Code 49067, for the fourth quarter and second semester, each secondary student in danger of receiving No Credit shall be notified in writing. This notification will take place at the previously scheduled fourth quarter progress report time. The site administrator will be informed in the event a No Credit is being considered. For any senior level student on track to earn a No Credit in the Spring 2020 term, teachers will work to connect with the student and parent to discuss engagement and work completion during the school closure.

q. The coursework provided to students during the closure shall have the intention of promoting continuity of learning while students are not in school. This will include review, enrichment, intervention, and the introduction of new material. To respect professional autonomy, the pace of instruction shall be at the discretion of the teacher based on the needs of their students. Teachers will monitor student participation and work submission for use in formative assessment and progress monitoring purposes. Participation information may be shared with administration for purposes of student outreach and engagement.

11. As used in this Memorandum of Understanding, “Distance learning” means instruction in which the student and instructor are in different locations. Methods could include online instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication. To respect professional autonomy, the method of distance learning shall be at the discretion of the teacher based on the needs of their students. Teachers are responsible for documenting the method by which they are providing distance learning and shall be prepared to provide such information to their site administration by April 17, 2020.

12. The District shall provide all necessary equipment to deliver distance learning. This includes providing a District laptop to bargaining unit members who need them. In the event a unit member does not have access to the necessary equipment to deliver distance learning, the unit member will immediately notify their site administrator of that situation. Staff shall not be liable for damage to District equipment. If a bargaining unit member chooses to provide printed materials to students, the District shall be responsible for printing and distributing such materials to students.
13. The district will pay bargaining unit members a one-time $75 stipend for increased internet access and data charges associated with distance learning during the closure.

14. No bargaining unit member shall be required to pay out of pocket for any training or professional development required by the District during the closure.

15. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall take place virtually or, if a member chooses, at a district location that has been properly cleaned and sanitized, and allows for appropriate social distancing, prior to their implementation of any specific district recommended program, platform, etc. Teachers will notify administrators by April 27, 2020 if they require training prior to implementation of a distance learning program.

16. The District will establish and communicate to all bargaining unit members training on Google Classroom.

a. This training will be differentiated for beginning, intermediate, and advanced levels for each of the following groups: TK-2nd grade, 3-5th grade, and 6-12th grade.

b. Members will have flexible choice among several time and date options.

c. These trainings will be made available between 8:00 AM and 3:00 PM.

d. The District will make every effort to provide troubleshooting sessions to any bargaining unit member who requests them.

17. Upon request from a bargaining unit member, site administration and other site support staff will support the bargaining unit member in connecting with students who are not connecting regularly to distance learning during the closure.

18. The District will ensure distance learning is provided to students whose teacher is on leave for any period of the closure through the use of substitute teachers, administrators and other district support staff.

19. Math placements for the 2020-21 school year for grades 7, 8, and 9 will be recommended by the students’ current math teacher, using District-identified math assessments already administered during the 2019-20 school year, online MDTP assessment, and using quarter grades.

20. Principals and rotation teachers at each middle school will collaborate to decide how to assign students to rotation classes for the fourth quarter. This decision will be communicated to students and families by Friday, April 17, 2020.

21. If an IEP, or any similar process, is required for compliance during closure, it will take place by means of telecommunication, and not in-person, unless different requirements or directives are issued by the State of California or the United States Department of Education. The District will notify parents regarding this process. The platform for telecommunication will be at the discretion of the case manager using any District recommended platform listed in item 10.d.
22. If tele-therapy is required by Federal or State law, or executive order, the Parties will
meet and negotiate via subcommittee concerning caseload, training for the bargaining
unit member and for the student’s personal assistant, and equipment. No Speech
Therapist will be required to provide such tele-therapy until such negotiations have
concluded. Required training and equipment will be provided prior to implementation of
tele-therapy.

23. During the closure, no new Independent Study contracts will be approved or assigned for
students, unless otherwise directed by law or further direction by Federal, State or local
authorities.

24. MDEA bargaining unit members who would normally receive overage pay due to class
size or caseload overages will not be eligible for such pay for closure days.

25. For the purposes of grievance timelines, closure days shall not be considered “work days”
as defined in Article I §1.2.5.

26. Any site schedule votes required before May 1 may be postponed until May 1, 2021 with
the concurrence of both MDEA Leadership and the appropriate Assistant Superintendent.
If either party objects to the postponement, the vote will be completed electronically

27. Closure has impacted the revised timeline agreed upon for Involuntary Transfers in the
“Modification of Involuntary/Voluntary Transfer Timelines for 2019-2020 School Year”
side letter. Due to the closure of District schools through the end of the 2019-2020 school
year, the parties will meet and re-negotiate the effective dates in the side letter. During
the period of closure, all notices to MDEA bargaining unit members shall be given to the
unit member through the unit member’s assigned District email, unless applicable law
requires they be served via mail or other means, in which case, those laws will be
followed.

28. Bargaining unit members who are being evaluated during the 2019-20 school year, whose
evaluations are not completed by May 4, 2020, will have this year’s evaluation voided,
and they will be evaluated again during the 2020-21 school year, unless the evaluator and
evaluatee agree to postpone the evaluation to the 2021-2022 school year.

29. Unless directed by law or further Executive Order of the Governor, any decision to
extend the school year will be negotiated with MDEA before it is implemented.

30. Bargaining unit members who provide service in other areas besides classroom
instruction, including counselors, librarians, speech pathologists, and others etc. are asked
to work within their specialty areas to continue to connect, engage and support the
students they serve as outlined in item 10.

31. MDEA bargaining unit members who were on Family Care Leave before the closure
began and whose leave is set to expire before April 7, 2020, or such later date as may be
required due to the COVID-19 closure, will only have their leave balances deducted for
the originally scheduled period of leave. Any additional days the bargaining unit member
may not be allowed to return to work by the District after the expiration of the scheduled
leave, due to the COVID-19 closure, will not have the closure days after April 7, 2020, or such additional closure days required thereafter due to COVID-19, subtracted as sick days nor will these additional closure days after April 7, 2020 impact the count of days on difference pay.

32. MDEA bargaining unit members who were on medical leave before the closure began and whose leave is set to expire before April 7, 2020, or such later date as may be required due to the COVID-19 closure, will only have their leave balances deducted for the originally scheduled period of leave. Any additional days the bargaining unit member may not be allowed to return to work by the District after the expiration of the scheduled leave, due to the COVID-19 closure, will not have the closure days after April 7, 2020, or such additional closure days required thereafter due to COVID-19, subtracted as sick days, nor will these additional closure days after April 7, 2020 impact the count of days on difference pay.

33. The District will comply with the Families First Coronavirus Response Act (FFCRA), H.R. 6201 effective immediately as required by law. The FFCRA requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 21, 2020. Bargaining unit members are entitled to take leave related to COVID-19 if the bargaining unit member is unable to work, including unable to telework, because the bargaining unit member is (1) subject to a Federal, State or local quarantine or isolation related to COVID-19; (2) has been advised by a health provider to self-quarantine related to COVID-19; (3) is experiencing COVID-19 symptoms and is seeking a medical diagnosis; (4) is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); (5) is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or (6) is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

34. Upon the State / County / District determining schools are safe to reopen, the District shall provide at least 48 hours notice to all bargaining unit members to prepare to return to the classroom with students.

35. Prior to the required return to sites the District will:
   a. communicate to bargaining unit members when their worksite has been cleaned and sanitized and is safe and ready for bargaining unit members and students to return.
   b. follow OSHA, and County Health Services, and any other authorities' guidance for schools to ensure that every classroom has been cleaned and sanitized, including every desk, door, and work surface, and that each is cleaned daily thereafter during the coronavirus outbreak.
   c. ensure that all sinks in areas where bargaining unit members are assigned to work are functioning with running water and proper drainage, and are kept stocked with soap and paper towels.
d. follow OSHA, County Health Services, and any other authorities' guidance for schools in providing hand soap and or hand sanitizer for every work-site and bathroom, and sanitizing materials around every campus, and access to hand sanitizer in common areas on campus.

e. follow OSHA, County Health Services, and any other authorities’ guidance for schools to ensure that all technology, musical instruments, books, and other items that have been lent, or sent home during the closure will be thoroughly cleaned and sanitized before being returned to classrooms, libraries, technology labs, etc.

f. Before unit members return to sites the Principal will welcome the lead MDEA Site Representative at to walk through their site together to view the cleanliness level.

36. This memorandum of understanding and its content will be communicated consistently and broadly by the District administration to every site administrator, and all employees.

37. The following items will be communicated consistently and broadly by the District administration to every site administrator, and all employees:

a. expectations of special education assistants
b. expectations of classroom assistants
c. instructions for accessing District provided translation services

38. All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

39. This Memorandum of Understanding is non-precedential and expires June 3, 2020.

40. Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the parties.

Anita Johnson 4-15-20
For MDEA

Robert A. Martinez
Date
For MDUSD

Date