Side Letter of Agreement
Between
The Mt. Diablo Education Association
And
The Mt. Diablo Unified School District
Regarding the Closure of all District Schools due to the Coronavirus

The Mt. Diablo Education Association (MDEA) 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.

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. 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.

2. If, for the duration of the closure, the district implements any distance or home learning program that is not required 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 Union. 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 already been provided to them by the District.

3. 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.
4. 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.

5. 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.

6. 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 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) During 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) During 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 (e.g., 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) During the second week and beyond of the closure, bargaining unit members not currently using an online learning platform, 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. (March 23-and beyond). Bargaining unit members are asked to connect, engage, and support students to the extent possible during this period tools and resources available.

e) 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:

a. TK-Kindergarten 1 hour daily
b. 1-3rd Grade 2 hours daily
c. 4th-5th Grade 3 hours daily
d. 6th-12th Grade 4 hours weekly per content area.

f) In the event that school closure goes beyond April 13, 2020, the parties will negotiate any changes to these instructional/workload expectations.

g) At the secondary level,

i. The third quarter shall be considered ended on March 13, 2020.

ii. Teachers may offer and/or accept late / make-up work for the third quarter.

iii. Grades for the third quarter shall be based on work as of March 13, 2020 and any late / make-up work the teacher chooses to accept.

iv. Grades for the third quarter will be due by 11:59 PM, Tuesday, March 24, 2020.

7. 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.

8. If an IEP, or any process is required for compliance during closure, it will take place by means of telecommunication, and not in-person, unless different requirements or
directories are issued by the State of California or the United States Department of Education. The District will notify parents regarding this process.

9. 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.

10. 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.

11. For the purposes of grievance timelines, closure days shall not be considered “work days” as defined in Article 1 §1.2.5.

12. Any site schedule votes required before May 1 may be extended with the concurrence of both MDEA Leadership and the appropriate Assistant Superintendent.

13. Closure will not impact the revised timeline agreed upon for Involuntary Transfers in the “Modification of Involuntary/Voluntary Transfer Timelines for 2019-2020 School Year” side letter, unless closure extends beyond April 13th. If closure extends beyond April 13th, 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 serve via mail or other means, in which case, those laws will be followed.

14. Closure will extend by 15 work days the deadlines specified in Article 11 Evaluations.

15. 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.

16. 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 4.

17. This Side Letter as it is related to COVID-19 is non-precedent and expires June 3, 2020.

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

Anita Johnson 3-19-2020
For MDEA

Date

For MDUSD

Date

13/19/2020