

Memorandum of Understanding between the Davis Joint Unified School District and the Davis Teachers Association

The Davis Teachers Association and the District are committed to ensuring equitable access to a rigorous education for all students. We will provide students with daily live interaction with teachers and peers and adequate access to connectivity, technological devices, and support to participate in the educational program.

The Davis Teachers Association and the District are committed to providing academic and other supports that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

Memorandum of Understanding Duration

The Memorandum of Understanding will sunset June 30, 2021 unless subsequently otherwise agreed.

Professional Development:

In order to properly prepare educators for the necessities of providing education in Distance Learning, DJUSD and DTA agree to 40 hours of professional development, compensated at the professional development rate of \$41 per hour, to be completed prior to August 31st, 2020, for topics which may include but are not limited to:

- Instructional usage of the Learning Management System (LMS), Canvas
- Distance Learning pedagogy
- Webex recording, breakout room, and live meeting functionality
- Review of Distance Learning directives and protocols for grading
- Review of Distance Learning directives and protocols for attendance tracking
- Review of Distance Learning directives and protocols for communication home
- Review of Distance Learning directives and protocols for socio-emotional learning
- Assess/mitigate learning loss
- Develop means and methods to support special education students, English Language Learners, and other at-risk populations in Distance Learning

DTA and the District agree that further Professional Development will be needed and agree to meet by October 1, 2020 to negotiate ongoing Professional Development needs.

Health and Safety

The District shall adhere to the COVID-19 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 Yolo County Department of Public Health and any other guidance or orders issued by these entities during the term of this Agreement.

Communication

The District will inform any DTA bargaining unit member(s), as soon as practicable, should it learn of potential exposure between the member(s) and a District employee(s) and/or student(s) with a positive COVID-19 test or likely to be infected with COVID-19. The District will follow the guidance of the Yolo County Public Health Officer for cases and contact tracing in the school community. The District shall not be required to disclose any information which is considered private, such as personal, medical, or confidential student or staff information.

Leaves of Absence

1. Unit members continue to have all leave rights as provided in Article 8 of the Collective Bargaining Agreement ("CBA").
2. Unit members continue to have the rights provided under Labor Code section 230.8 in order to address child care and/or school emergencies caused by coronavirus-related concerns.
3. Between July 7 and December 31, 2020, unit members shall be eligible for leaves pursuant to the Federal Families First Coronavirus Response Act (FFCRA). If an employee's daily rate is higher than the amount covered in the FFCRA the District will cover the difference.
4. Unit members who are placed on quarantine by a physician, county medical agency or the District, due to illness, suspected illness or exposure to COVID-19, and cannot report to the workplace will continue to work remotely as practicable in order to provide continuity of service to students and reduce substitute costs to the District. Quarantined unit members will not have their sick leave balanced docked for the duration of their quarantine. Sick leave balances will not be affected whether the employee can or can not work during their quarantine period.

5. If a teacher is unable to conduct virtual learning sessions due to non-COVID-19 related illness or due to personal necessity, the supervisor shall work with the unit member to find a method to deliver the instruction by alternative means. If that is not possible, volunteers will be sought from the site to provide the instruction, and the volunteer employee shall be compensated for the extra duty. Non-classroom based, properly credentialed, certificated staff may be assigned to substitute teacher duties as practicable. If no unit member can provide instruction a substitute will be provided. Absences due to non-COVID-19 related illness or personal necessity may be subject to the use of leave balances.

Working Conditions

1. Unit members will be provided a District location from which to work and unit members will inform the District if they intend to use the assigned location.

1.1 Bargaining unit members may access a District assigned worksite, if available, during regular school hours. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations. While on district premises, bargaining unit members shall maintain six feet physical distancing between themselves and other individuals and be required to wear a face-covering unless they are working alone in their space. Staff who cannot wear a face-covering because of a documented health issue shall be required to wear a face shield and neck drape (tucked into the shirt). The District will provide the face shield and neck drape.

1.2 Cleaning and disinfection of common areas (office, restrooms, workrooms, etc) will be done daily by custodial staff. Classrooms will be cleaned and disinfected by custodial staff if occupied during the day.

2. Unit members may telecommute and work remotely. Unit members working remotely shall observe the following expectations of telecommuting and working remotely:

2.1. Provide instruction and engagement using the District provided online curriculum and resources

2.2. Be available during work hours

2.3. Have District issued computer and/or device

2.4. Have internet access that is personally provided

2.5. Have a workspace that is safe and free of distraction

3. Should a unit member be unable to work in their assigned District location or from home for any reason, the Director of Personnel Services shall meet with the member to determine if accommodations can be made.

4. Unit members will be expected to attend meetings assigned by the Principal and/or District as provided in Article 6, section 6.10 of the CBA.

5. The District shall not require in-person staff meetings or professional development during the period of school closure(s).

6. All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders and consistent with this MOU. This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher.

7. Bargaining unit members shall determine the means and methods for providing virtual learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.

8. Any and all in-person adjunct duties and committee assignments shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting.

Grievances

The District and DTA agree that during the pandemic, any grievance concerning health and safety should be handled as expeditiously as possible. The district shall appoint one lead administrator and one back up administrator to deal directly with all health and safety grievances. Acknowledgment of health and safety grievance and communication of next steps shall occur within one work day.

Evaluations

In light of the unprecedented working conditions of the 2020/21 school year, all permanent employee evaluations will be suspended until the following school year with the exception of any employee who will have an evaluation as a result of disciplinary action. Temporary and probationary employees shall not be evaluated for any work completed prior to September 30, 2020.

Work Day

1. The Harper Junior High School, Holmes Junior High School, Emerson Junior High School, Da Vinci Junior High School, Davis Senior High School, and Da Vinci Senior High School school day will be from 8:45 a.m. to 3:15 p.m..

1.1. Every secondary certificated employee shall be at their designated work station each school day commencing fifteen (15) minutes before classes or preparation period begins for that certificated employee.

2. The Elementary school day schedule for all campuses will be from 8:30 a.m. to 3:00 p.m..

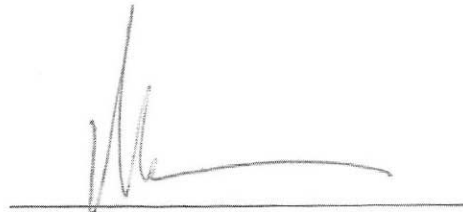
2.1. Every elementary certificated employee shall be at their designated work station each school day commencing fifteen (15) minutes before student contact or preparation time begins for that teacher.

Miscellaneous

The parties agree to meet and confer should conditions substantively change in order to determine if the negotiations teams need to meet.



Frank C. Thomsen,
DTA Lead Negotiator



Matt Best,
Deputy Superintendent

Date 7/30/2020

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