

Memorandum of Understanding
Vallejo City Unified School District
And
Vallejo Education Association

March 27, 2020

Vallejo City Unified School District (VCUSD) and Vallejo Education Association (VEA) acknowledge that the Governor's Executive Orders N-26-20 and N-33-20 require school districts to provide an essential critical infrastructure service in continuity of learning opportunities for students. The parties also acknowledge the Solano County Office of Emergency Services is requesting all school districts within Solano County to be ready to assist in providing emergency childcare service for First Responders during the Coronavirus-19/COVID19 State of Emergency.

The parties acknowledge that educators are already providing an essential service through distance learning, yet there may be educators who are willing to volunteer to provide childcare service if requested.

The parties recognize the importance of maintaining safe facilities for the benefit of employees, children, and families while providing childcare.

The parties agree as follows:

1. No unit member shall be required to participate in Solano County's Childcare Services Program, which shall be held at Cooper Elementary School.
2. As per federal and state public health guidance, unit members over the age of 65, or those who have underlying health conditions, and any other populations later found to be at higher risk of the effects of COVID19, shall be exempt from participation in the emergency child care program.
3. Unit members who are caregivers for, or live in the same household as, anyone in the above classification, in paragraph 2, shall be discouraged from participating.
4. Unit members who do not participate in the childcare program shall not have their compensation or benefits reduced.
5. Solano County childcare services assignments shall be offered first to District childcare teachers.
6. Unit members who volunteer to staff Solano County's Childcare Service Program shall be compensated with hazard pay equal to time and a half or their regular rate or forty dollars

(\$40) per hour, whichever is greater.

7. The District shall be required to perform the enhanced disinfecting protocols every day for as long as it staffs the Solano County Childcare Program. The appropriate sanitation and cleaning at any site where the Solano County Childcare Program takes place shall occur at least once every childcare shift. The District is to perform routine disinfection (while the building is occupied) in common spaces and on frequently contacted touchpoints throughout the day. Custodial workers should be highly visible to staff and available for rapid response to cleaning/disinfecting concerns. Additionally, all bathrooms must be inspected regularly and fully stocked with soap and paper towels at all times.
8. The District shall supply personal protective equipment including, but not limited to, masks, disposable medical gloves, hand sanitizer, soap, and appropriate disinfecting materials to use on an as needed basis. If personal protective equipment is not available, VEA will be immediately notified. The parties agree to meet to negotiate the impacts.
9. Each classroom where unit members work shall have a maximum of 10 children and shall be supported by at least one additional adult; this size will both allow for personalized attention and will meet social distancing needs.
10. Childcare shifts will be between 6:30 a.m. and 6:00 p.m. If there is a need for childcare shifts that occur beyond normal childcare hours, VEA and the District agree to negotiate working conditions and compensation.
11. Unit members who become ill with Coronavirus/COVID-19 will no longer receive the additional compensation pursuant to this MOU, but will continue to maintain full salary and benefits and with no deduction of the unit member's of sick leave. All provisions outlined in the newly enacted Families First Coronavirus Response Act will apply for the duration of their illness.
12. Unit members that volunteer will receive training prior to participating in the childcare program. The volunteers shall be fully informed of the risks involved to exposure to Coronavirus/COVID-19.
13. Unit members that volunteer shall adhere to the following expectations:
 - a. Follow all directives given by the Department of Public Health in order to maintain a healthy and safe environment for themselves and the children in their care.
 - b. Regularly sanitizing, throughout the day, frequently used surfaces, bathrooms, door handles, sinks, drinking fountains, play areas, and toys.
 - c. Provide a warm, calm, and nurturing environment for parents, children, and staff.
 - d. Be responsible for planning of the childcare activities.
 - e. Interact with parents in a positive and professional manner using safe social distancing guidelines as appropriate.
 - f. Maintain an orderly, safe physical environment.

g. Interact positively with children individually to encourage self-expression and language development.

Both parties acknowledge the constantly changing circumstances surrounding the Coronavirus/COVID-19 Pandemic and agree to meet and confer as necessary.

Participation in this program is fully voluntary and is the result of a request by the Solano County Office of Emergency Services, rather than a declaration that District employees are disaster service workers.



For VEA



For the District

