

**Memorandum of Understanding
Between Downey Education Association
And
Downey Unified School District
Regarding Full Distance Learning**

The Downey Unified School District (“District”) and Downey Education Association (“Association”) enter this Memorandum of Understanding regarding Full Distance Learning in preparation for the 2020-2021 school year; the parties recognize the need to address the District’s learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the Governor’s Pandemic plan, along with The Los Angeles County Department of Public Health officials, to prevent illness and contain the spread of the virus. It is the goal of the District and Association to offer in-person instruction to the greatest extent possible. The District will offer Full Distance Learning until in-person instruction is safe, as determined by, including but not limited to, providing personal protective equipment, social distancing environments, sanitizing, and disinfectant supplies.

Bargaining Unit members shall work in Full Distance Learning (DL) for the first Quarter (August 10th – October 9th). If The Los Angeles Department of Public Health orders do not change, Full Distance Learning will continue through the second Quarter (October 12, 2020 through December 18, 2020). The parties mutually agree to communicate and meet as necessary to develop guidelines and amendments for the implementation of this MOU, including a plan of continuation of delivery services by support personnel (e.g., nurses, counselors, psychologists, librarians, speech and language pathologists, APE teachers).

The parties agree to follow S.B. 98 and all California laws concerning Distance Learning. (Education Code Section 43503)

Distance Learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance Learning may include, but is not limited to: (Education Code Section 43500)

- Interaction, instruction, and check-ins between teachers and students through the use of a computer or communications technology.
- Video or audio instruction in which the primary mode of communication between the student and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.

Distance Learning shall include the following: (Education Code 43503)

- Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.
- Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English Learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.
- Special education, related services, and any other services required by a student's Individualized Education Program (IEP) with accommodations necessary to ensure that the IEP can be executed in a Full Distance Learning environment.
- Designated and integrated instruction in English language development including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
- 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.
- If daily live interaction is not feasible as part of regular instruction, the Governing Board must develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.

1. Calendar, Workdays and Hours

- a. Bargaining Unit members are expected to work and be available in accordance with Article IX ~ Hours of Employment. (See Appendix A & B)
- b. Wednesday, August 12, 2020 has been exchanged as a student-free day with Monday, October 12, 2020 as an instructional day.
- c. Teachers must be available for students during their daily scheduled instructional blocks/periods and office hours.

d. Bargaining Unit members shall adhere to a 7.5-hour workday, which is governed by completion of their professional responsibilities and shall be inclusive of, but not limited to, the following:

- On-line Instruction
- Virtual Office Hours
- Co-Planning with colleagues*
- Monitoring Student Activity
- Gathering Formative and Summative Assessments
- Sharing Progress with Student and Families
- Required Professional Development
- Collaborating with other Bargaining Unit members, Support Staff and Administration*
- Participating in IEP Meetings*
- Required Meetings (i.e. faculty, department, ILT, and grade-level)*
- Preparation Time
- Lunch/Relief Breaks
- Participate in grade-level PLC's (once per week), and PLC Leads to submit existing PLC feedback forms to site administrator weekly (secondary)*

[*in-person meetings may occur when mutually agreed upon]

e. For the 2020-21 school year, the minimum school day for a Local Education Agency (LEA) is as follows (Education Code 43501):

Elementary

Transitional Kindergarten – will adhere to the Kindergarten instructional minutes

Kindergarten = 180 Minutes

1st grade – 3rd grade = 230 Minutes

4th grade – 5th grade = 240 Minutes

Secondary

6th grade – 8th grade = 240 minutes

9th grade – 12th grade = 240 minutes

Continuation School = 180 minutes

Teachers shall provide live instruction for their students on Mondays, Tuesdays, Thursdays and Fridays for a minimum of 30 minutes per block/period and on Wednesdays a minimum of 15 minutes per block/period; with the remaining required minutes being completed via asynchronous or synchronous instruction.

- f. When required, Bargaining Unit members shall receive professional development on the use of technology and the delivery of instruction via Full Distance Learning. Professional development shall take place virtually prior to, and throughout, the implementation of Full Distance Learning. Professional development shall be appropriate for the different programs (i.e., early childhood teachers, special education teachers, APE teachers, librarians, speech/language pathologists, school nurses, counselors, and school psychologist).
- Information regarding training opportunities shall be communicated with all Bargaining Unit members via email.
 - The District, to the most reasonable extent, shall ensure Bargaining Unit members have access to all necessary equipment, and necessary resources to deliver Full Distance Learning.
 - When requested, due to unforeseen circumstances, Bargaining Unit members will be issued hotspots on a temporary basis, that will be returned to the District when the unforeseen circumstances have been resolved.
 - The District shall provide Bargaining Unit members technical support via virtual tools. This may include access to the Technology Help Desk and other technical support from District staff, as well as instruction on Full Distance Learning platforms and instructional materials.
 - Bargaining Unit members shall not be liable for damage to District equipment.
 - Bargaining Unit members who request to deliver their Full Distance Learning instruction from their own classroom, will notify their site administrator.
- g. The Bargaining Unit member will document daily participation for each student on each school day, in whole or in part, for which Full Distance Learning is provided.
- h. Per Education Code 43504, after three (3) consecutive absences at the elementary level and two (2) consecutive absences at the secondary level, the teacher will contact the student's home. If absences continue, the teacher will notify the administrator at the elementary level and the appropriate counselor at the secondary level.
- i. Bargaining Unit members will self-screen prior to entering a District worksite. The self-screening questionnaire can be accessed under the QR code that will be posted at every entry. The Bargaining Unit member shall be responsible for following state, county, and local public health recommendations. Bargaining Unit members shall maintain six (6) feet of physical distancing between themselves and other individuals and are required to wear a face mask.
- j. Bargaining Unit members must secure substitute coverage through Aesop and prepare substitute lesson plans at least 24 hours in advance of absence.

- k. If an elementary Bargaining Unit member is not present for one of their required daily direct live instruction lessons, they will be required to use an accrued leave equivalent to one-third (1/3) of their regular scheduled workday.
- l. If a secondary Bargaining Unit member is not present for one of their required daily direct live instruction lessons or office hours, they will be required to use an accrued leave equivalent to the block/period missed. An office hour is equivalent to one hour of accrued leave.
- m. On the occasion that circumstances beyond the control of the Bargaining Unit member occur that impacts their ability to provide students with daily live interaction, no disciplinary action will be initiated. When/if this occurs, the Bargaining Unit member will notify a site administrator as soon as possible.
- n. Teachers will be required to attend one virtual school sponsored night meeting. If a teacher misses this virtual night meeting, they will be required to submit a 2.5-hour Absence Affidavit.
- o. Any Bargaining Unit member who has been directed by a health care provider or a federal, state or local agency to quarantine, isolate and/or self-quarantine related to Covid-19 will be eligible for the Families First Coronavirus Response Act (FFCRA or Act). (See Appendix C & D)
- p. Bargaining Unit members who are unable to return to in person instruction when The Los Angeles County Department of Public Health permits, are encouraged to begin the ADA process with Certificated Human Resources as soon as possible in order to discuss accommodation request.
- q. All other leave requests will adhere to the language in the Master Agreement under Article XVIII ~ Leaves.

2. Curriculum, Content, and Scheduling of Distance Learning

- a. Bargaining Unit members shall determine the means and method for providing Full Distance Learning based on appropriate standards-based instruction and assessments, available core instructional materials, their resources, and their students' ability to access the curriculum. Under the current Full Distance Learning model, Bargaining Unit members shall be responsible for planning appropriate standards-based instruction and assessments, responding to parents and students by the next school day, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, and providing students feedback.
- b. Provide weekly lesson plans following District initiatives at the elementary level as requested. Electronically post a "Week at a Glance" schedule of assignments for

secondary students to access by 8:30 a.m. on the first instructional day of each week. Post asynchronous lessons for students to access as needed.

- c. Work within PLCs weekly to create pacing guides; common assessments that target Essential Standards; ensure rigorous workload and grading practices.
- d. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the District and students or parents/guardians.
- e. Provide regular and timely feedback, not only for assignments turned in, but also on a variety of platforms, where students have shown their learning. In addition, administer grades and provide feedback for diagnostic assessments, informative assessments, and interim assessments.

3. Communication, Collaboration, Privacy, and Security

- a. Bargaining Unit members shall utilize a Learning Management System (LMS) such as Canvas or Google Classroom to post a syllabus with information on accessing the District's Learning Management System (Canvas/Google Classroom), curriculum, student expectations, contact information, grading policy, and office hours/interactive instruction. Canvas is our DUSD default LMS for secondary; but Google Classroom may be used at the beginning of the 2020-2021 school year. Teachers are encouraged to implement and utilize Canvas, with a full implementation by 2nd semester.
- b. Bargaining Unit members shall check their District email daily during the regular work week.
- c. Bargaining Unit members should not be required to provide personal cell phone numbers or personal email address in communications with parents and/or students.
- d. Bargaining Unit members may elect to use the District provided Zoom account to deliver live video instructions during Full Distance Learning.
- e. Bargaining Unit members shall not be held liable for incidents that occur during Full Distance Learning which are outside their control.

4. Special Education

- a. IEP Teams will collaborate and include a description of the means by which the IEP will be provided under emergency conditions in which instruction or services, or both, cannot be provided to the student either at the school or in person for more than 10 days. The description shall include the following: (Education Code Section 56345)
 - Special Education and related services

- Supplementary aids and services
 - Transition services, as defined in Section 56345.1
 - Extended School Year pursuant to Section 300.16 of Title 34 of the Code of Federal Regulations
- b. The parties agree to meet at the request of either party to address implementing guidelines from the US Department of Education or the California Department of Education for the education and service provision for students with special needs.
 - c. To the maximum extent possible, Bargaining Unit members who provide special education instruction and/or services will provide it in a manner that is consistent with the offer of Free and Appropriate Public Education (FAPE) and provides educational benefit, allowing students with opportunities to make progress toward IEP goals.
 - d. The District will provide video and telephonic tools and protocols to hold necessary IEP meetings and collaboration meetings to discuss IEP implementation and service delivery.
 - e. The District will provide guidance on conducting assessments, writing IEP documents, providing services, and implementing special education programs in the Distance Learning model.

5. School Psychologist, School Nurses, Speech and Language Pathologists, Adapted Physical Education Teachers and Counselors

School Psychologists will provide the following scope of work:

- Provide virtual or telephone appointments to students for Designated Instructional Services (DIS) counseling, monitoring, and guidance as necessary and appropriate. These counseling sessions may be conducted via telephone or another virtual platform as determined by the School Psychologist's professional discretion and student need. Email communication may be used for monitoring but may not constitute a counseling session. Bargaining Unit members should not be required to provide personal cell phone numbers or personal email address in communications with students or parents.
- Will be available during the professional workday to consult with staff and parents via email, telephone, or other virtual tool for issues related to Special Education, mental health, crisis response, behavior and other appropriate situations.
- Will maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Conduct in person (one-on-one) assessments remotely when deemed appropriate and adhering to the test publisher online recommendations when feasible.

- Conduct in person assessments, when it is appropriate to do so per The Los Angeles County Department of Public Health safety guidelines.
- Facilitate and collaborate in crisis response and/or student risk assessments.
- Participate in scheduled District and Site staff meetings, as appropriate and necessary.
- Participate in District and/or Site level professional development or trainings, as appropriate for their scope of work.
- Attend IEP meetings or serve as the Administrative Designee when necessary.

School Nurses will provide the following scope of work:

- Provide health services to students and staff via email, telephone, or other virtual tools, as determined by the school nurse's professional discretion and student need. Bargaining Unit members should not be required to provide personal cell phone numbers or personal email address in communications with students or parents.
- Health screenings to staff and students when needed and appropriate as determined by School Nurse and administration.
- Monitor staff and student health needs and records related to COVID-19 diagnosis, treatment, and follow up. The District shall provide gloves, shields, smocks/gowns, and N95 masks for nurses.
- Conduct virtual health screenings for initial and triennial IEP meetings.
- Be available to consult with staff and parents during the professional workday via email, telephone, or other virtual tools for issues related to medical and health needs.
- Maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Provide training and support to school staff related to individual student medical needs.
- Attend virtual IEP meetings for students who are medically fragile or when there is an extenuating medical need.
- May need to provide in person support in schools to address health and safety concerns when deemed appropriate per Los Angeles County Department of Public Health safety guidelines.

Speech and Language Pathologists will provide the following scope of work:

- Plan and provide services through direct service delivery, consultation, and/or asynchronous speech and language activities as stipulated in student's IEP. Asynchronous activities can include a combination of practice activities, pre-recorded lessons, paper-based tasks, and video demonstrations.
- Provide direct speech and language services to students on their caseloads through a professionally acceptable virtual platform. Telephone and email may also be used for progress monitoring or to provide consultation services to staff and parents. Telephone and email will not constitute a direct speech service session. Bargaining Unit members should not be required to provide personal cell phone numbers or personal email address in communications with students or parents.
- Be available to consult during the professional workday with staff and parents via email, telephone, or other virtual tools for issues related to speech and language services.
- Collaborate and plan with teachers and other service providers to ensure optional service delivery when necessary and appropriate.
- Maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Conduct assessments remotely when deemed appropriate and adhering to the test publisher online recommendations when feasible.
- Conduct in person (one-on-one) assessments, when it is appropriate to do so per Los Angeles County Department of Public Health safety guidelines.
- Participate in scheduled District and Site staff meetings, as appropriate and necessary.
- Participate in District and/or Site level professional development or trainings, as appropriate for their scope of work.
- Attend IEP meetings.

Adapted Physical Education Teachers will engage in the following scope of work:

- Plan and provide services through direct service delivery, consultation, and/or asynchronous adaptive physical education activities as stipulated in the student's IEP. Asynchronous activities can include a combination of practice activities, pre-recorded lessons, paper-based tasks, and video demonstrations.

- Provide adapted physical education services to students on their caseloads through a professionally acceptable virtual platform or other mutually agreed upon format. Telephone and email may also be used for progress monitoring or to provide consultation services to staff and parents. Telephone and email will not constitute as an adaptive physical education service session unless mutually agreed upon. Bargaining Unit members should not be required to provide personal cell phone numbers or personal emails in communications with students or parents.
- Be available to consult during the professional workday with staff and parents via email, telephone, or other virtual tools for issues related to adaptive physical education services.
- Collaborate and plan with teachers and other service providers to ensure optimal service delivery when necessary.
- Maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Conduct in person assessments remotely when deemed appropriate and adhering to the test publisher online recommendations when feasible.
- Conduct in person (one-on-one) assessments, when it is appropriate to do so per Los Angeles County Department of Public Health safety guidelines.
- Participate in scheduled District and Site staff meetings, as appropriate.
- Participate in District and/or Site level professional development or trainings, as appropriate for their scope of work.
- Attend IEP meetings.

Counselors will provide the following scope of work:

- Conduct virtual or telephone appointments to students for guidance and counseling, monitoring, and academic support as necessary and appropriate. These counseling appointments may be conducted via telephone, email or a virtual platform as is appropriate with professional discretion and student need. Bargaining Unit members should not be required to provide personal cell phone numbers or personal emails in communications with students or parents.
- Be available during the professional workday to consult with staff, parents and students via email, telephone, or other virtual tool for issues related to academic support, mental health, crisis response, behavior, IEPs, 504s and other appropriate situations.

- Maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Lead and collaborate in crisis response and/or student risk assessments.
- Participate in scheduled District and Site staff meetings, as appropriate and necessary.
- Participate in District and/or Site level professional development or trainings, as appropriate for their scope of work.
- Attend IEP and 504 meetings as necessary.
- Communicate with families and partner with teachers to address attendance concerns and/or send attendance referrals.
- Collaborate/consult with administration to facilitate Social Emotional Learning (SEL) implementation activities, staff professional development, and interactive staff/student support.
- After all resident subs are exhausted, Counselors may be used for covering a classroom teacher's class, or classes, in unusual circumstances on a reasonable and equitable basis with other members of the Bargaining Unit assigned to a particular school site.

6. Adult School

Adult School will continue with Distant Learning unless authorized the Los Angeles County Department of Public Health to provide training to essential workers to complete their required in person clinical hours for program completion. The students and teachers allowed to return, will strictly follow all The Los Angeles County Department of Public Health return guidelines.

7. Compensation and Evaluation

- a. Bargaining Unit members will have no loss of regular base pay or health benefits during the school closure. Bargaining Unit members will continue to be compensated for any negotiated stipends, if the activity is performed above and beyond the typical workday and permitted by Los Angeles County Department of Public Health order, CIF, or other governing body.
- b. Secondary Bargaining Unit members must complete four (4) ISTE micro courses by the end of August 2020. If the courses are completed prior to August 10, 2020, the Bargaining Unit member will be compensated for 10 hours at the hourly extra-duty rate of \$37.30.

- c. Permanent Bargaining Unit members shall not be evaluated unless mutually agreed upon to complete the 2020-21 school year evaluation process. Temporary, Intern, and Probationary Bargaining Unit members shall be evaluated for the 2020-21 school year. Bargaining Unit members shall not be disciplined based on the method of delivery, or quality of instruction and services provided through the various distance learning modalities; this provision does not apply to employee misconduct, and/or violations of policy or law.

8. Miscellaneous/Other Provisions

Given the fast-changing nature of this pandemic, the parties may amend, delete, or add to this agreement with mutual consent.

For the Association:

Signature

Bargaining Chair
Title

Julia Wright
Name (Print)

Date

For the District:

Signature

Assistant Superintendent
Title

Alyda R. Mir
Name (Print)

Date

Distance Learning Teacher Schedule Draft

Mondays, Tuesdays, Thursday, and Fridays:

Teacher Day:

7:45-3:15 (7 and ½ hour day)

- This is inclusive of two 10-minute breaks and a 35-minute lunch
- Office Hours - 30 minutes
- Students' Instructional Day- Based on number of instructional minutes by grade level, teacher will be participating in synchronous and asynchronous instruction, providing feedback to students, and interacting with students.

Wednesdays:

Teacher Day:

7:45-3:15 (7 and ½ hour day)

Teachers will:

- Participate in staff meeting (1 hour)
- TOSA Chat (1 hour)
- PLC Work (1 hour)
- 30-minute Live lesson/activity with students
- Office hours – 30-minutes
- Remainder of time for lunch/breaks/professional responsibilities

Sample Schedules

TK/Kinder

- Read Aloud: 10-15 minutes
- Shared Reading: 10-15 minutes
- Alphabetic Principle/Guided Reading: 10-20 minutes
- Interactive Writing: 5-10 minutes
- Phonemic Awareness: 5-10 minutes
- Phonics: 10-20 minutes
- Writing: 10-20 minutes
- Independent Reading: 10 minutes
- Math: 30-40 minutes
- Science: 10 minutes
- PE: 10 minutes

Must provide a minimum of 90 minutes of Synchronous instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

1st Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 10-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading: 10-20 minutes
- Interactive Writing: 5-10 minutes
- Phonemic Awareness: 5-10 minutes
- Phonics: 10-20 minutes
- Writing: 20-30 minutes
- Independent Reading: 10-20 minutes
- Math: 40-50 minutes
- Science: 25 minutes

Must provide a minimum of 90 minutes of Synchronous instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

2nd Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 15-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading: 15-20 minutes
- Phonics: 10-20 minutes
- Writing: 30-45 minutes
- Independent Reading: 10-20 minutes
- Math: 40-50 minutes
- Science: 25 minutes

Must provide a minimum of 90 minutes of Synchronous instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

Sample Schedule

3rd Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 15-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading/Book Club Conferring: 15-20 minutes
- Writing: 30-45 minutes
- Independent Reading: 20-30 minutes
- Math: 40-50 minutes
- Science: 40 minutes

Must provide a minimum of 90 minutes of Synchronous instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

4th Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 15-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading/Book Club Conferring: 15-20 minutes
- Writing: 30-45 minutes
- Independent Reading: 20-40 minutes
- Math: 50-60 minutes
- Science: 30 minutes

Must provide a minimum of 90 minutes of Synchronous instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

5th Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 15-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading/Book Club Conferring: 15-20 minutes
- Writing: 30-45 minutes
- Independent Reading: 20-40 minutes
- Math: 50-60 minutes
- Science: 30 minutes

Must provide a minimum of 90 minutes of Synchronous instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

APPENDIX B

SAMPLE SECONDARY SCHEDULE

Secondary School Distance Learning Block Schedule		Monday	Tuesday	Wednesday		Thursday	Friday
Workday: 7:30-3:00 p.m.	7:30 – 8:25 (55)	Teacher Prep	Teacher Prep	Teacher Prep		Teacher Prep	Teacher Prep
School Starts	8:30 a.m.	8:30 a.m.	8:30 a.m.	8:30 -3:00 p.m.		8:30 a.m.	8:30 a.m.
Block 1	8:30 – 9:56 (86)	Period 1	Period 2	Period 1	8:30-8:55 (25)	Period 1	Period 2
Break				Period 2	9:05-9:30 (25)		
	9:56-10:16 (20)			Period 3	9:40-10:05 (25)		
Block 2	10:16 – 11:42 (86)	Period 3	Period 4	Break	10:05-10:20 (15)	Period 3	Period 4
Lunch				Period 4	10:20-10:45 (25)		
	11:42 -12:30 (48)			Period 5	10:55-11:20 (25)		
Block 3	12:30 – 1:56 (86)	Period 5	Period 6	Period 6	11:30-11:55 (25)	Period 5	Period 6
End of Class Sessions	2:00 p.m.	2:00 p.m.	2:00 p.m.	Teacher Lunch	11:55-12:45 (55)	2:00 p.m.	2:00 p.m.
Office Hours	2:00 – 3:00 (60)	All Sections	All Sections	PLC	12:45-1:45 (60)	All Sections	All Sections
				Staff mtg/PD	2:00-3:00 (60)		

Monday, Tuesday, Thursday, Friday: Teachers will teach at least 30 minutes of live instruction (video or audio) per block

Office Hours: Teachers must be available to meet with individual students or small groups for the entire 60 minutes.

Wednesdays: Teachers will teach 15-20 minutes of live instruction (video or audio) per period

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

▶ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- 2/3 for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

▶ ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

▶ QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care 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); | <ol style="list-style-type: none">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; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

▶ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:

1-866-487-9243

TTY: 1-877-889-5627

dol.gov/agencies/whd





Downey Unified School District

Gallegos Administration Center

11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017

(562) 469-6500, FAX: (562) 469-6515

HR 6201 – FAMILIES FIRST CORONAVIRUS RESPONSE ACT LEAVE OF ABSENCE REQUEST FORM

Effective April 1, 2020, HR 6201 establishes new leave provisions for employees who are unable to report to work or otherwise fulfill work obligations for reasons related to the COVID 19 pandemic. To request leave, please submit this form to the Office of Human Resources.

Employee Name: _____ Certificated Classified Management

Job Title: _____ Site/Department: _____

Home Phone: _____ Email: _____

Please select from the following reasons you are unable to report to work or fulfill work from home obligations.

I have been diagnosed with COVID 19 by a medical professional and I am in official quarantine. *With documentation of a quarantine order, you are eligible for up to 80 hours of additional paid sick leave.*

I have not been diagnosed, but I have been advised to self-quarantine by a health provider. *With documentation of a recommendation to self-quarantine, you are eligible for up to 80 hours of additional paid sick leave.*

I am experiencing symptoms related to COVID 19 and I am currently seeking a medical diagnosis. *You may be eligible for up to 80 hours of additional paid sick leave.*

I am caring for an individual diagnosed with COVID 19 or who has been ordered to self-quarantine by a medical professional. *With documentation, you are eligible for up to 80 hours of additional paid sick leave at a rate of 2/3 your normal pay.*

My child's school and/or childcare program has closed due to reasons related to COVID 19 and I am unable to secure alternate care. *You are eligible for up to 10 workweeks of leave at a rate of 2/3 your normal pay.*

I have a limiting health condition not described above or other situation that inhibits my ability to work. *You may or may not qualify for additional leave. Note: living with someone age 65 or older is not a qualifying reason contained in HR6201.*

Explain: _____

In the event I do not qualify for additional leave, I would like to request:

Vacation leave, enter number of days /dates: _____

Accrued sick/PN leave, enter number of days /dates: _____

Please attach available documentation. If necessary, please attach rationale or comments.

My signature below signifies that I have referred to, understand, and will follow the guidelines established by HR 6201 and the respective collective bargaining agreement leave provisions.

Employee's Signature: _____ Date: _____

*****OFFICE USE ONLY*****

Alyda R. Mir (or designee)
Assistant Superintendent, Human Resources

Date

Approved

Denied

Copied / routed to: Personnel File, Payroll, Business Services