

MEMORANDUM OF UNDERSTANDING (COVID-19)

This Memorandum of Understanding (“MOU”) is entered into by and between the SIERRA SANDS UNIFIED SCHOOL DISTRICT ("District") and the DESERT AREA TEACHERS ASSOCIATION (the "Association"). The District and Association are hereinafter collectively referred to as “the Parties.” The Parties have entered into this MOU to reflect the agreements reached regarding the response to the coronavirus (COVID-19) pandemic. Upon full execution, this MOU shall remain in effect for the duration of the COVID-19 pandemic and until Public Health has officially deemed the virus no longer a threat, but in no event later than June 30, 2020.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease.

The Association enters into this MOU on its own behalf as well as on behalf of certificated employees who are members of the bargaining unit represented by the Association in its role as the Exclusive Representative.

RECITALS

The Parties negotiated a Collective Bargaining Agreement (“CBA”) effective July 1, 2019, through June 30, 2021. The effects of the COVID-19 pandemic are a matter the Parties wish to address through this MOU.

Therefore, the Parties agree as follows:

TERMS:

1. In the event of a state or local government mandated closure of any District facility or operation due to the COVID-19 pandemic, Association bargaining unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. If there is a state or local government mandated closure or curtailment of services, Association bargaining unit members will have the option to work from home if the work may be performed remotely or a District designated worksite. A limited number of bargaining unit members may be asked to report to their worksite to provide services that cannot be provided remotely. In the event it becomes necessary for a unit member to report to their worksite, the District shall implement reasonable sanitation efforts to ensure the safety of those members at that worksite.

2. During a closure, Association bargaining unit members will be required to perform assigned work, unless otherwise instructed. Bargaining unit members must be reachable at all times during their regular work hours, abstain from alcohol or other substances, and be available to meet virtually within 2 hours or physically within 24 hours.

Because of the unique circumstances caused by the COVID-19 school closures, bargaining unit members' work may be viewed with a degree of flexibility. However, the District and DATA agree that unit members may be expected to perform tasks reasonably related to the general categories for which they have been hired: pupil curriculum and instruction, speech and language services, and student health.

Because of the unique circumstances caused by the COVID-19 school closures, District administration and school site administration may publish electronic communication regarding the need for additional help in areas beyond those reasonably related to the general categories for which they have been hired: pupil curriculum and instruction, speech and language services, and student health.

In all work situations, employee safety shall be the highest priority.

3. Association bargaining unit members will be available during their regularly assigned work hours for communication with students, parents, and administration on a regular basis. Unit members will work together with administration, department chairs, and grade level and content experts, as appropriate, to achieve a regular and successful level of communication.

4. The District will make all necessary efforts to maintain funding under any applicable laws during a closure of any District facility due to the COVID-19 pandemic. The Association supports the District in its efforts to maintain funding under any applicable laws, executive orders, or other applicable authority during a closure of any District facility due to the COVID-19 pandemic.

5. If the District is required to add additional school days to this school year, or alter the regular school day to increase instructional minutes, the District will immediately make those changes and the Parties will meet and negotiate the effects.

6. The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:

a. If an Association bargaining unit member is unavailable or unable to perform assigned work for personal or medical reasons, the bargaining unit member shall follow the District's appropriate leave request procedures.

b. Association bargaining unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.

c. During a closure, pre-approved sick leave shall continue to be used as originally planned and the Association bargaining unit member will not be expected to perform work.

d. Notwithstanding the foregoing, the Parties agree to permit the use of any additional paid leave provided by federal or state government, during the pendency of the declared COVID-19 national and state emergency.

7. All evaluations that had been completed prior to the school closure will be processed according to CBA language. Evaluations that had not been completed will be suspended until the next school year. It is understood that Association bargaining unit members may be developing lessons to be delivered via a new modality. Association bargaining unit members shall not be evaluated based on the “quality” of those lessons or instruction during the COVID-19 pandemic.

Because of the unique circumstances caused by the COVID-19 school closures, teachers will be working individually and in collaboration with other teachers to develop, among other things, lessons using new modalities. It is understood, however, that during the period of school closures, these new lessons will not be a part of the evaluation process

8. All closed schools and worksites will be decontaminated in accordance with Cal/OSHA COVID- 19 guidelines before staff or students return.

9. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with local, state, and federal mandates.

10. This is a non-precedent setting agreement.

RATIFIED

By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or Association as the proper parties to this MOU, that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law.

FOR THE DISTRICT:

April 3, 2020

Dave Ostash

Superintendent, Dr. Dave Ostash

FOR THE ASSOCIATION:

April 3, 2020

Eileen Poole

DATA President, Ms. Eileen Poole