

MEMORANDUM OF UNDERSTANDING #2  
BETWEEN SIERRA SANDS UNIFIED SCHOOL DISTRICT AND  
THE DESERT AREA GUIDANCE ASSOCIATION  
REGARDING COVID-19 CORONAVIRUS  
FOR THE 2020/21 SCHOOL YEAR

The Sierra Sands Unified School District ("District") and the Desert Area Guidance Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19.

The parties recognize that staff may need to self-quarantine, they may become quarantined, and/or the District may need to close a classroom, a cohort, a school and/or schools on an emergency basis to slow the spread of illness arising from COVID-19 during the 2020-21 school year.

**Recitals:**

As a result of the School Board's decision on July 21, 2020 to move to an on-line delivery system for the beginning of the 2020/21 school year, all students will begin the year working in distance learning. According to District Resolution #2 2021, the District will remain in a 100% on-line mode of instructional delivery until "guidelines and conditions permit in-person learning."

1. The Parties negotiated a Collective Bargaining Agreement effective July 1, 2019 – June 30, 2022.
2. The Parties negotiated a MOU titled "professional Development Days" effective July 1, 2020.

**Terms:**

The parties agree to the following:

**Safety**

In order to provide a safe working environment for all employees and to provide continuity of providing services, the District and DAGA will work together to achieve the following minimum expectations:

1. The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between service provider and student workspaces, and between employee workspaces. Various means to achieve social distancing will be explored based on the age, maturity level, and physical abilities of the students.
2. When the District transitions to a hybrid learning mode, efforts will be made at each site to decrease the amount of student contact (the student cohort) in an instructional day. Administrators at each site will seek DAGA member input regarding options for decreasing the amount of student contact.

3. The District shall ensure that all students, employees, and visitors participate in a daily health screening. The health screening will either be “passive” or “active” depending on local transmission rates and as directed by a local or county health authority, the CDC and/or California Department of Public Health. The requirements for both the passive and active screening are defined in the guidance published by the California Department of Education called “Stronger Together. A Guidebook for the Safe Reopening of California Public Schools,” including any revisions that may be made to that guidance from time-to-time.

Any individual who exhibits symptoms consistent with COVID-19 or who has had close contact with a person with COVID-19 should be immediately excused from the facility, if appropriate, and/or required to wear a face covering and wait in an isolation area until they can be transported home or to a health care facility.

4. Upon notification that an employee or student has tested positive for COVID-19, the District shall notify local health officials and all required individuals immediately while maintaining confidentiality as required by state and federal laws. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation and/or active infection period.
5. The District will provide tissues and hand sanitizer for every workspace and every member workstation. Hand sanitizer stations will be provided on every campus.
6. The District will ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are kept stocked with soap and paper towels.
7. The District will ensure that each site has an adequate isolation area, in consultation with a local health professional that can be used to temporarily isolate students and staff with symptoms of COVID-19 where they can be evaluated and sent home or referred to the appropriate medical authorities.
8. Appropriate protective equipment will be kept in ample supply for both students and staff, with training provided on their proper use.
9. Face coverings, which include masks and/or face shields, will be required for both students and staff in accordance with federal, state, and local guidelines currently in effect. Face shields must include a neck drape as required by the California Department of Public Health. Students who come to school without a face covering will be provided with a disposable mask.
10. Any staff member who works in a site isolation area or in close proximity with ill or potentially infected students or staff must be provided with additional personal protective equipment (including KN-95 masks) as deemed appropriate by local, county, and state health departments.

11. All closed classrooms, cohorts, schools and/or worksites will be decontaminated in accordance with Cal/OSHA COVID- 19 guidelines before staff or students return at the beginning of the school year, on a daily basis during the school year, and before staff or students return after any additional school closures.

#### Classroom, Cohort, and School Closures

When local health officials deem classroom, cohort, or school closures to be necessary, the District and the Association agree to abide by the following guidelines:

1. Decisions regarding classroom, cohort, site, and district closures will be managed in a cooperative effort with input from local and county health authorities, District officials, and administrative teams. Within 24 hours of a decision to close a classroom, cohort, or school, the District shall provide the Association with a written explanation regarding the reason for the closure(s) as well as the expected duration. It is understood that the expected duration could change based on on-going local circumstances.
2. Those unit members who are working in the workspace or at the affected sites will be notified by email, text, and/or phone call immediately after health officials have determined that a closure is necessary. Affected members should also be notified immediately regarding any decisions to extend a classroom or school closures once they commence.
3. Both the District and the Association will maintain confidentiality regarding the names of staff and students who are infected with the COVID-19 virus. Names of infected persons may be shared only internally among staff members who work directly with the staff member(s) or student(s) and only if that information is necessary for educational and/or safety purposes and the disclosure is consistent with FERPA and any other applicable laws and regulations. Nothing in this paragraph shall be interpreted to require the District to provide the identity of any infected individual to the Association.
4. In the event unit members are directed or required to report to a worksite during a school closure, the District shall take all appropriate health and safety measures regarding decontamination and sanitation before any members are required to return. In no event will unit members be directed or required to report to their worksite until their work area has been sanitized based on Cal/OSHA standards.

#### Alternate Work Settings

The District will convene the interactive process for unit members who present documentation indicating a high risk for serious illness from COVID-19 because of age, a compromised immunological system, or other serious or long-term health condition. Through the interactive process, the parties will consider and implement reasonable accommodations including, if appropriate, alternate work settings. Additional details regarding the interactive process are provided in the "Accommodations" section below.

## Providing Services in a Distance Learning Model

1. Pay and Benefits: While working under the new distance learning model during the 2020/21 school year, bargaining unit members shall continue to receive their full compensation and benefits while they provide service in the distance learning model. If extracurricular duties can be and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the current collective bargaining agreement.
2. Worksite Access: The District requires all DAGA members to work a minimum of (12) hours week at their work site. However, in understanding the various personal complications that affect Association members during a pandemic, the District shall implement the following points of flexibility for all bargaining unit members during the period of fully on-line instruction:
  - a. Bargaining unit members shall work from their assigned worksite for twelve (12) hours per week in accordance with a site-adopted schedule.
  - b. Unit members who wish to be excused from working on-site may seek an exemption from their site administrator. The site administrator shall not deny a request to be exempt from working onsite. Any unit member who demonstrates a pattern of failing to meet expectations for providing services in a distance learning model, may be directed to work full time from their site.
3. Under the new distance learning model, bargaining unit members may access and work from their classroom/office worksite as they deem necessary.
4. Members agree to the following safety guidelines when working on-campus:
  - a. When working at a district worksite, members agree to follow the public health recommendations and guidelines.
  - b. Except when working alone in their workspace/office, bargaining unit members shall maintain six (6) feet of physical distance between themselves and other individuals, and shall be required to wear a face mask or face shield with a neck drape.
  - c. Members agree to stay home if they have symptoms of COVID-19, including a fever, dry cough, difficulty breathing, new loss of taste or smell, or any other symptoms commonly associated with COVID-19. Members experiencing any of these symptoms agree to be tested for COVID-19, to stay at home until the test results are known, and to share those test results with their immediate supervisor.
5. Providing Services: Bargaining unit members agree to provide students with access to services through, where possible, the learning management platform Canvas.
  - a. The Association reserves the right to consult with the District regarding the use of this platform as it impacts members and their ability to perform their jobs.

- b. Beyond the use of this platform, members shall determine the best means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum.
6. Bargaining Member Expectations:
  - a. Members will work their regular contracted workday.
  - b. Each school site will develop a daily schedule of instruction and office hours to avoid overlapping classes and other timing conflicts. Association members will schedule services to be provided within that daily schedule. Association members will coordinate with administration and teachers in an effort to mutually determine the most efficient time to provide services.
  - c. Members agree to perform the following tasks:
    - i. to provide services, to the greatest extent possible, in a distance learning model
    - ii. to respond to parent and students in a timely manner, but no later than one workday after receiving correspondence from the parents and/or students during the work week
    - iii. to regularly monitor student progress and participation
    - iv. to provide student feedback
    - v. to report non-participation to the site administrator for additional outreach and follow up
    - vi. to maintain service records and provide those records to administration or their designee no later than the last school day of each school week
7. Bargaining unit members shall provide reasonable advance notification to students and parents if a change to the schedule is necessary.
8. Bargaining unit members will not be required to make home visits to provide student support unless required to do so by law, regulation, executive order, or other applicable authority. Notwithstanding the foregoing, the District may solicit volunteers to perform home visits.
9. All staff meetings, PLC meetings, grade level meetings will be held in accordance with the CBA and shall be held virtually.
10. To the greatest extent possible, IEP and 504 meetings will be scheduled during the member's contracted workday.
11. Acute Care. The Parties agree and acknowledge that California is expected to release guidelines related to acute care. Notwithstanding anything to the contrary in this MOU, unit members may be required to perform in-person tasks in accordance with the state's acute care guidelines.

## Online Privacy Concerns

During the period of 100% distance learning and at any time when various electronic platforms are in use, the District shall ensure the privacy of student and member data.

## Technical Support

Technical support will be available for DAGA members and students who need it. Contact information, protocols for receiving technical assistance for both faculty and students, and contingency plans for technical problems will be provided before the start of the school year.

The District will provide and maintain sufficient technology resources to implement distance learning in every member's workspace. If the Association member is permitted to work from home for part or all of the workday and/or work week, the member is responsible for providing and maintaining the technological resources necessary to facilitate distance learning including ensuring reliable connectivity.

## Evaluation Procedures

1. Administration shall not begin formal evaluations in the first quarter of the 2020/21 school year.
2. Formal evaluations may resume in the second quarter, regardless of the method of curriculum delivery (i.e. Distance Learning, Hybrid, and Traditional).
3. Pre-observation conferences and post-observation conferences shall be held online during a period of distance learning.
4. With the exception of the revisions noted above, all other Article XI provisions concerning evaluations shall be implemented during the 2020-21 school year.

## Leave

1. Unit members who test positive or who are waiting for the results of a medically necessary test for the coronavirus have access to both the leave allowed by the Families First Coronavirus Response Act (FFCRA) and their accrued personal leave as agreed upon in the current Collective Bargaining Agreement. Medically necessary tests are those that are conducted based on specific symptoms (fever, cough, new loss of taste or smell) or when there has been direct exposure to a person (within 6 feet) for 15 minutes or more who has tested positive for the coronavirus.
2. Members who must take a medically necessary test for COVID-19, but who are experiencing no symptoms, will continue to provide all required job duties from home rather than at their site.
3. Members who have a positive test for COVID-19 shall be placed on FFCRA leave until the two weeks has been used at which time, they will begin to use their accumulated

sick leave. These members shall remain on leave for a period of 14 days and until they are released by a doctor to return to work.

### Accommodations

In the event that any bargaining unit members are unable to return to in-person instruction during the 2020/21 school year because they are at high risk for COVID-19, they shall immediately notify the District and the District will convene the interactive process to discuss reasonable accommodations. If an alternative or remote assignment or other accommodations that would permit them to continue to work is not available, the District may offer leave (paid and/or unpaid) as a form of reasonable accommodation. Members who have someone in the household who is at increased risk of contracting COVID-19 are encouraged to notify the District. The District will meet with those members to analyze whether alternative or remote assignments may be available. However, the parties agree and recognize that members who are accommodated through the interactive process will take precedent over those who have someone at-risk residing in their home.

### School Funding

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 in these efforts.

### Duration

1. All components of the current Collective Bargaining Agreement (“CBA”) between the parties not addressed by this MOU shall remain in full effect.
2. This MOU expires on June 30, 2021 but may be extended by mutual written agreement. Upon expiration of this MOU and/or schools are re-opened in a pre-COVID-19 traditional model, all terms and conditions in the CBA will be returned to the 2019-2022 status, prior to the enactment of this agreement, unless agreed to by the parties.
3. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.
4. This MOU is not precedent setting and establishes no past practice.

For the District

For the Association

August 18, 2020

August 18, 2020

Bryan Auld

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