Memorandum of Understanding COVID-19 2020-2021

This Memorandum of Understanding (MOU) is entered into by the Snowline Teachers’ Association (STA) and Snowline Joint Unified School District (District). The items in this MOU will be effective immediately and will sunset June 30, 2021 or upon re-negotiation by both parties.

In preparation for the 2020-21 school year, the parties recognize that it is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance the competing concerns surrounding school reopening decisions.

The first 5 days of the work year will be scheduled as non-instructional days and reserved for staff planning, professional development and preparation pertaining to COVID-19 and remote learning.

1. The District will adhere to all applicable COVID-19 guidelines issued by the California Department of Public Health (CDPH), including the document titled COVID-19 Industry Guidance: Schools and School-Based Programs (last update July 17, 2020). In addition, the District will take into account the health and safety guidelines issued by the California Department of Education (CDE).

2. In adherence to current CDPH COVID-19 Industry Guidance: Schools and School-Based Programs (last update July 17, 2020), the District shall not require in-person staff meetings or professional development if the District cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting.

3. In adherence to current CDPH COVID-19 Industry Guidance: Schools and School-Based Programs (last update July 17, 2020), facial coverings must be used unless a person is exempt as explained in the CDPH guidelines. In limited situations where a face covering cannot be used for pedagogical or developmental reasons, a face shield can be used instead of a cloth covering while in the classroom, as long as the wearer maintains physical distance from others, to the extent practicable. Staff must return to wearing a face covering outside of the classroom. In order to comply with this CDPH guidance, schools must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school. Schools should offer alternative education opportunities for students who are excluded from campus.

4. The District shall comply with the following hand washing logistical requirements:
   a) every room with a sink shall be stocked with soap;
   b) every classroom and bathroom shall be provided hand sanitizer;
   c) non-classroom workspaces shall be provided hand sanitizer;
   d) hand sanitizer or portable hand washing stations shall be provided at each ingress and egress points;
   e) all hand washing/hand sanitizing supplies shall be checked and restocked regularly, as needed and prior to the beginning of each day.
5. The District shall ensure that all classrooms, restrooms, and workspaces that are in use are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

6. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes possible, which includes using the most efficient filters and changing them at the recommended intervals.

7. In adherence to current CDPH COVID-19 Industry Guidance: Schools and School-Based Programs (last update July 17, 2020), the District will train staff and provide educational materials to families regarding COVID-19 safety actions and actively encourage staff and students who are sick or who have recently had close contact (within six feet for 15 minutes or more) with a person with COVID-19 to stay home. Staff and students with symptoms consistent with COVID-19 or who have had close contact (within six feet for 15 minutes or more) with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home. The District will notify local health officials immediately of any positive case of COVID-19, and initiate contact tracing by notifying exposed staff and families as relevant while maintaining confidentiality as required by state and federal laws. The District will maintain communication systems that allow staff and families to self-report symptoms and receive prompt notifications of exposures and closures, while maintaining confidentiality, as required by state and federal laws.

8. In adherence to current CDPH COVID-19 Industry Guidance: Schools and School-Based Programs (last update July 17, 2020), routines will be developed to enable students, employees, and visitors to regularly wash/sanitize their hands frequently throughout the day, including before and after eating; after coughing or sneezing; after classes where they handle shared items, such as outside recreation, art, or shop; and before and after using the restroom.

9. The District recognizes that the Centers for Disease Control (CDC) has advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If a bargaining unit member has an underlying health condition that places them at increased risk due to COVID-19, the District will promptly engage in the interactive process to discuss whether the member can safely and effectively perform their essential duties, with reasonable accommodation. Such reasonable alternatives may include, among other things, whether the member may effectively and safely work remotely, at a different location or in a different assignment. In some situations the interactive process may necessitate documentation from a medical provider specifying the recommended accommodations.

10. The District shall make every effort to avoid increases to unit member workload. Workload is expected to adhere to the collective bargaining agreement.
11. All provisions of Article 9 of the Bargaining Agreement shall be adhered to by the district.

12. The District shall adhere to all the provisions of the Families First Coronavirus Response Act (FFCRA).

13. The District will notify local health officials immediately of any positive case of COVID-19, and initiate contact tracing by notifying exposed staff and families as relevant while maintaining confidentiality as required by state and federal laws. SJUSD shall immediately notify the Association upon confirmation of a positive test for COVID-19.

14. STA and the District understand the COVID-19 pandemic situation is very fluid and mutually agree to review provisions of this MOU, as necessary.

Jeff Phillips
STA Representative Print & Signature

District Representative Print & Signature

7/28/20
Date

07.28.2020
Date