

**Memorandum of Understanding
Between
The San Diego Education Association
&
The San Diego Unified School District**

End of School Year Access to District Worksites

May 29, 2020

1. Purpose

- a. This Agreement is intended to provide safe directions to SDEA unit members on their ability to have voluntary access to their work sites for the purposes of closing the school year and/or moving out of their work site.

2. Health and Safety Measures

- a. Self-Screening Prior to Accessing Worksite:
 - i. Self-screening at home for COVID-19 symptoms, while following [CDC guidelines](#) is required for unit members and any adult from their household wishing to access their worksite. Individuals with symptoms will not be given access. Individuals who have had symptoms, or documented to have COVID-19, or presumptively had COVID-19 as well as individuals who have household members who are positive or presumptively positive for this virus, and individuals who have been told to quarantine based on a possible close contact with a positive or presumptively positive individual cannot come onto a school campus until they meet the requirements under the District's most recent Distance Guidelines and COVID-related Procedures (Attachment A). Guidelines and procedures are subject to change based on the then current public health advisories.

- b. Unit members must always remain 6-feet apart from other individuals when outside of buildings (parking lot, sidewalks, hallways, etc.), as well as inside (e.g., waiting to wash hands, collecting materials, etc.), and must follow all of the most recent District Distance Guidelines and COVID-related Procedures.
- c. Classrooms, and other workspaces, where unit members will be conducting end-of-year activities will remain off limits from contractors for a minimum of 72 hours prior to the unit member's access. Unit members with shared work spaces will coordinate with the site administrator for staggered access.

3. Access Days

- a. All unit members choosing to access their work sites must adhere to the health and safety provisions of this Agreement.
- b. Unit members with shared work spaces will coordinate with the site administrator for staggered access.
- c. Unit members moving their class and or workspace:
 - i. Unit members may access their worksite the 2 last workdays (up to 8 hours each day) of the work year for moving out of their classroom or workspace/worksite.
 - ii. If one of the last two workdays is being taken up by other activities, such as material distribution, administration shall work with the staff to secure an alternative date within the school year.
 - iii. Unit members may bring one other adult, who lives in the same household, to assist with the packing and/or closing of the unit member's workspace. This individual must adhere to the requirements of Section 2 of this agreement. The unit member and any adult from their household must move around the site as a single-family unit.

- iv. If additional time is needed based on individual circumstances, administrators will work with the unit member to provide that time during this work year. Additional time may be in the summer, if requested by the unit member. If the additional time is in the summer, it is to be coordinated with the principal for access when the principal is on calendar. Unit members coordinating with their principal for additional access days outside of the unit member's work year do so voluntarily and without compensation.
- d. Unit members continuing to occupy their classroom or workspace in 2020-2021:
 - i. Unit members who will not be moving out of their classroom or workspace, will be given one full eight-hour workday to conduct any necessary activities to close their workspace for the summer. This day shall be the last non-instructional day unless an alternative work date(s) is decided upon for the site.
 - ii. If additional time is needed based on individual circumstances, administrators will work with the unit member to provide that time during this work year. Additional time may be in the summer, if requested by the unit member. If the additional time is in the summer, it is to be coordinated with the principal for access when the principal is on calendar. Unit members coordinating with their principal for additional access days outside of the unit member's work year do so voluntarily and without compensation.
- e. Unit members shall have the option to be excused from distance learning activities during these site access workday(s).

4. Alternative Access Day(s)

- a. Unit members unable to access their work site during the site access workday(s), shall be given an equivalent amount of time to access the work site during the summer break to be coordinated with the principal

for access when the principal is on calendar. Unit members coordinating with their principal for an alternative access day(s) outside of the unit member's work year do so voluntarily and without compensation.

5. Access for Itinerant or Multiple Assignment Unit Members, and Other Individuals

- a. Unit members assigned to multiple sites may work with site administrators to provide for flexibility in access time at each of their sites over 2 workdays.

6. Graduations, Material Distribution, and other End-of-Year Activities

- a. Attendance at site graduation/promotion activities shall be voluntary for unit members.
- b. Unit members may volunteer, but not be directed, to pack student belongings and/or medications for student/family pick up. Unit members who volunteer shall packing those items up and have the option that distribution of those items can be completed by other SDUSD employees (i.e. administrator, office staff).

7. Moving

- a. If requested, unit members who are required to transfer to a different worksite will be provided appropriate custodial services.
- b. Requiring unit members to unnecessarily move classrooms and/or offices within a worksite shall be avoided.
 - i. Disputes over such moves may be brought to the attention of the appropriate Area Superintendent for resolution.

8. Term

- a. This is a one-time, non-precedent setting agreement.
- b. This MOU shall expire in full on August 24, 2020.

For SDUSD:

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Jessica Falk Michelli
Executive Director of Labor Relations

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Lamont Jackson
Area Superintendent

For SDEA:

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Abdul Sayid
Executive Director