

**Memorandum of Understanding  
Between  
The Mt. Diablo Unified School District  
And  
The Mt. Diablo Education Association  
Regarding implementing Small Group Support Hubs (SGSH) during the Distance  
Learning Phase  
January 20, 2021**

The Mt. Diablo Education Association (MDEA) and the Mt. Diablo Unified School District (MDUSD or the "District"), hereafter, the Parties, agree to the following provisions regarding implementing Small Group Support Hubs (SGSH) during the Distance Learning Phase. This MOU is effective as of January 20, 2021 and until the end of the 2020-2021 academic school year.

The Parties agree as follows:

1. Building upon the established health and safety protocols in the MDEA and MDUSD MOU "Regarding In-person testing / assessments during the DLP" dated October 30, 2020 and attached to this MOU, MDEA and MDUSD agree to allow small groups of targeted students to attend on-campus Small Group Support Hubs for support groups or tutoring. This is not a return to on-campus instruction. No bargaining unit member will be negatively evaluated or disciplined for opting out of participating with SGSHs.
2. Those who will supervise and facilitate Small Group Support Hubs are herein referred to as "Small Group Support Hubs Facilitators" or "SGSH Facilitators." Those students who will attend SGSHs are herein referred to as "Small Group Support Hub students." Students may only attend SGSHs at their school of enrollment.
3. Administration will identify which students are the most in need of assistance and may participate in a Small Group Support Hubs: Special Education, homeless, foster youth, English Learners and students in need of differentiated support and/or as identified by CARE, SST, 504, or Site leadership team. Bargaining unit members can refer students that they believe should be considered. The District shall ensure that any and all IEP services, modifications and accommodations are provided, and instructional assistant required by a student's IEP shall be present during a student's attendance and participation in a Small Group Support Hub. Student participation in Small Group Support Hubs is voluntary, and student participation privileges shall be revoked by the site administrator for violations of health and safety protocols below in item 11.
4. Bargaining unit member participation is voluntary. Bargaining unit members who volunteer may request students from their rosters be placed in their Small Group Support Hub.

4.1 Students will only be in one Small Group Support Hub while Contra Costa County is in the Red Tier, and may be in two Small Group Support Hubs after the county has met the Orange Tier criteria for 20 consecutive days or is formally in the Orange Tier for 14 days (whichever comes first).

4.2 Bargaining unit members shall only work with one Small Group Support Hub while Contra Costa County is in the Red Tier, and may work with two Small Group Support Hubs after the county has met the Orange Tier criteria for 20 consecutive days or is formally in the Orange Tier for 14 days (whichever comes first).

4.3 Bargaining unit members with concerns about safety regarding COVID related reasons will notify their administrator and may cease their volunteering as Small Group Support Hub Facilitators at any time with 24 hours' notice. Bargaining unit members with other reasons may cease their volunteering as Small Group Support Hub Facilitators at any time with 72 hours' notice. Bargaining unit members will notify their students and families of the change after speaking to their site administrator.

4.4 Bargaining unit members who do not volunteer to be Small Group Support Hub Facilitators shall have no responsibilities related to Small Group Support Hubs.

4.5 Small Group Support Hub sessions shall be one hundred and eighty (180) minutes or shorter in length each day. The bargaining unit member and administrator will agree on the schedule for Small Group Support Hubs. As participation is voluntary, if there is no agreement, the bargaining unit member will not be required to participate.

4.6 Bargaining unit members shall not have supervision duty before or after any Small Group Support Hub.

4.7 Bargaining unit members may hold Small Group Support Hubs during their Flex / Prep / Planning time, including time outside of Contractual Prep time, Asynchronous time, or after their site time. Bargaining unit members who facilitate Small Group Support Hubs during times that are designated for Virtual Office Hours, may re-schedule their Virtual Office Hours elsewhere in their site time that day. They shall communicate their Virtual Office Hours times to their students/families and their Principal at least 24 hours in advance.

4.8 A bargaining unit member may cancel a Small Group Support Hub session with at least 24 hours' notice to the Principal. Bargaining unit members will notify their students and families of the cancellation. This does not include when a bargaining unit member is out on any form of leave, including a sick day, in

which case the required notice shall be the same as notice for leave. There shall be no requirement to “make up” a cancelled session.

4.9 No bargaining unit member may work with a Small Group Support Hub during their synchronous Daily Live Interaction.

4.10 Bargaining unit members shall be paid at their “Standards-Based Intervention pay” rate for all work with a Small Group Support Hub occurring after their contractual work day. Bargaining unit members shall be paid at the “Certificated Hourly Rate” for all work with a Small Group Support Hub during their site time, up to five hours a week.

4.11 Attendance will be taken for safety purposes and no grading will be required for Support Hubs. There shall be no weekly engagement record requirements for Small Group Support Hub. Bargaining unit members shall not be responsible for developing or carrying out tiered reengagement strategies for students who are absent from Small Group Support Hubs.

4.12 Any work done regarding Small Group Support Hubs shall not be considered in any bargaining unit member’s evaluation.

5. School Administration will select and confirm volunteers for available Small Group Support Hubs. Priority will be given to Members physically working “on site” where the Small Group Support Hubs are held. Small Group Support Hubs scheduled outside of site time will only be scheduled with administrative approval. Administration shall ensure that students are not on campus more than 15 minutes before their Small Group Support Hub, and that they leave campus less than 15 minutes after their Small Group Support Hub.
6. All staff at the site will be provided with a copy of the schedule for all Small Group Support Hubs 72-hours in advance. All site Small Group Support Hubs schedules will not be changed without prior administrative approval.
7. In the event that there is an insufficient number of bargaining unit member volunteers to serve Small Group Support Hubs, substitutes, contractors, classified support staff, or other qualified staff may serve as SGSH Facilitators during the day or after school.
8. In the event a Small Group Support Hub is scheduled by the principal during Daily Live Interaction (e.g. for students who are not currently participating), the same above groups in Item #7, including bargaining unit members, can be utilized to work with students.
9. Only students who are assigned to these Small Group Support Hubs in advance will be allowed on campus. Exceptions to this are identical to those in the MDEA – MDUSD DLP MOU Item 4 and Item 5, and the In-person testing MOU of October 30, 2020.

10. The size of each Small Group Support Hubs shall not exceed ten (10) students. Total participation in all Small Group Support Hubs at a site shall not exceed 10% of the student enrollment at that site.
11. Small Group Support Hubs may occur when Contra Costa County meets the Red Tier criteria for 20 consecutive days or is formally in the “Red Tier - 2 – Substantial” or better for 14 consecutive days (whichever comes first) as shown on the Contra Costa County Health Department web site. If, after beginning Small Group Support Hubs the county reverts back to “Purple Tier – 1- Widespread” Small Group Support Hubs shall end. Small Group Support Hubs may resume when the county again meets the Red Tier criteria for 20 consecutive days or is formally in the Red Tier – 2 - Substantial for 14 days (whichever comes first).
12. Health and Safety Protocols:
  - 12.1 The Small Group Support Hub locations will be cleaned, and high touch surfaces disinfected daily, and between Small Group Support Hubs. Cleaning and disinfecting schedules for the sites will be shared with the bargaining unit member, upon request. No materials or surfaces will be used or reused by students until custodial staff have cleaned and disinfected all the utilized surfaces and materials, if requested. Small Group Support Hub Facilitators will determine what materials require cleaning or non-use and 72-hour storage according to Item 12.14.
  - 12.2 The Small Group Support Hub location must allow for at least six feet of distancing between all people, while also allowing for room to move around the space.
  - 12.3 Face coverings are required for everyone, including every student, unless there is a medical need or cognitive impairment, attested to by a medical provider. Everyone must observe physical distancing of 6 feet or more at all times. Everyone must observe proper preventative personal hygiene, which includes washing/sanitizing their hands, covering every cough and sneeze, and immediately disposing of tissues.
    - 12.3.1 At the time students are being placed in Small Group Support Hubs by site administrators, their parent(s)/guardian(s) will be advised of these mandates and will complete a health attestation. These advisories and attestations will be provided in their home language, if they so request. These advisories and attestations will be provided using the MDUSD “COVID-19 Student and Parent Screening Form” (see attached) and a version of the MDUSD “Letter of Informed Consent for Face-to-Face Testing” modified for Small Group Support Hubs (see attached), both of which the parent/guardian must sign.
    - 12.3.2 Small Group Support Hubs students or their parent/guardian shall complete a COVID-19 symptom attestation each day before they may participate in a Small Group Support Hubs. Students who cannot attest to freedom from COVID-19 symptoms or COVID-19

high risk behaviors will not be allowed to attend Small Group Support Hubs or to be on campus.

- 12.4 If, at any point while they are on site, a student or their parent/guardian does not observe 6 feet of physical distance, does not wear a face covering, or does not observe preventative personal hygiene that student will be immediately removed from the Small Group Support Hubs by the administrator, and will not be allowed to return until the administrator has met with the Small Group Support Hubs student's parent/guardian, and explained the violation, and warned that a second violation on either the student or the parent/guardian's part will result in the Small Group Support Hubs student being removed from all Small Group Support Hubs. Any student or student's parent/guardian who twice violates these health and safety protocols will be removed from all Small Group Support Hubs.
- 12.5 Designated restrooms for students will be open, clean, and available and will be cleaned and disinfected at the end of the Small Group Support Hub session each day.
- 12.6 Small Group Support Hubs Facilitators will each be fully provided with the following upon request: disposable masks, a reusable clear face shield with or without a neck drape, and an adequate supply of disposable gloves.
- 12.7 Small Group Support Hubs locations will each be fully equipped at all times with all of the following: alcohol-based hand sanitizer that contains at least 60% alcohol, disinfectant spray solution, a contactless thermometer, a plexiglass barrier that is either a.) minimally 35 inches in width, or b.) 3-sided, a functioning HVAC system with appropriate filter with a MERV 13 or better rating.
- 12.8 Site administrators will identify Small Group Support Hubs rooms and paths of ingress and egress to ensure proper 6 feet physical distancing and minimize interaction between individuals at that location.
- 12.9 The District shall ensure all HVAC systems operate ensuring the ventilation system is performing properly, opening outdoor air dampers as indoor and outdoor conditions safely permit, where such controls exist. Air filters shall meet applicable health and safety requirements and will be replaced in the last week of October or the first two weeks of November 2020 and be replaced at least quarterly thereafter so long as the space is used for Small Group Support Hubs. In the event that a location has an HVAC system in need of repair, the site administrator will identify an alternate location that does have a functioning HVAC system.
- 12.10 The District shall ensure each site has an online, contactless COVID-19 health attestation for staff to use.
- 12.11 All staff and District personnel must follow the physical distancing, face covering and preventative personal hygiene requirements above, plus the additional measures as listed below.

If any District staff, do not adhere to these safety protocols it will be reported to the District. The District shall direct them to correct their safety violations, and if there is another incident of not following the safety protocols, they will not be allowed to participate in the Small Group Support Hubs program.

If any Small Group Support Hub is cancelled due to health and safety violations all affected students and their parent(s)/guardian(s) shall be notified and given the reason in writing.

- 12.11.1 All staff will use the online COVID-19 health attestation to document they have completed the daily health screening at home.
- 12.11.2 Small Group Support Hubs Facilitators are to wash and/or sanitize their hands before and after they facilitate a Small Group Support Hub.
- 12.11.3 Every student (or their parent/guardian) will be required to complete an online health screening survey prior to coming onto campus, sign in, wear a mask, and follow safety protocols while on campus.
- 12.11.4 Every Small Group Support Hub Facilitator shall be provided a contactless thermometer. When Small Group Support Hub students arrive on campus they must meet their Small Group Support Hub Facilitator in a designated meeting spot at the school site. Small Group Support Hub facilitators shall take their temperature and escort them to the Small Group Support Hub space. If a SGSH Facilitator is not provided a contactless thermometer, their SGSH students shall report to the main office, and the site administrator or designee who is not a SGSH Facilitator will take their temperature before they meet their SGSH Facilitator at their designated meeting spot.
- 12.12 Small Group Support Hubs will take place in designated rooms with established routes for entrance and exit.
- 12.13 Each Small Group Support Hubs room will be equipped with essential PPE, including a plexiglass barrier, hand sanitizer, and disinfectant spray. Each Small Group Support Hubs Facilitator will be provided with a mask or re-usable face shield with or without neck drape. Itinerant bargaining unit members will be provided with portable plexiglass shields.
- 12.14 Any materials used by any student, or by different employees, that cannot be disinfected shall be securely stored and not handled for 72 hours prior to its next use.
- 12.15 Larger rooms will be used whenever possible (depending on air quality and weather), preferably with windows and doors open when possible.
- 12.16 The Small Group Support Hubs location shall be kept free of clutter to facilitate efficient and regular cleaning.
- 12.17 If an appropriate setting is available outdoors, the bargaining unit member can make the determination to use an outdoor setting. The setting should be free from distractions and able to accommodate six-foot physical distancing.
- 12.18 All windows shall be kept open for ventilation, as practical.
- 12.19 No materials or surfaces will be used or reused by students until staff have cleaned and disinfected all the utilized surfaces and materials. Custodial staff cleaning and disinfecting of all utilized or touched surfaces (e.g., tables, desks, chairs, barriers, door knobs) will occur immediately after Small Group Support Hubs, if requested. Rooms will also be cleaned and disinfected by the end of the custodial workday by Custodial staff. SGSH Facilitators will determine what

materials require cleaning or non-use and 72-hour storage according to Item 12.14 above.

13. Each school site will prioritize non-classroom spaces, outside of individual bargaining unit member requests to use their own classroom. No bargaining unit member will have their classroom used for a Small Group Support Hubs against their objection.
14. No bargaining unit member will be required to coordinate, staff, or supervise an isolation area. There will be at least one designated staff member at each site.
15. Bargaining unit members will contact the main office if assistance is needed. An employee will always be present in the main office to answer the phone. In the event an employee is not available, a cell phone number of an administrator or designee will be provided.
16. Every school site and worksite shall have an isolation room or other isolation space. Any person exhibiting symptoms or suspected of having COVID-19 shall be immediately removed from the Small Group Support Hub and sent to the isolation room or area until they are picked up / leave a site. This isolation room shall be a designated space used only for the purpose of isolation during this MOU. Physical distancing, face covering, PPE, and personal hygiene requirements will all continue to be in effect and fully enforced in the isolation area. The isolation room/space/area must meet Federal, state, and county health guidelines.
17. When working in the same space as anyone exhibiting symptoms or suspected of a COVID-19 infection, bargaining unit members shall be provided appropriate PPE, including gloves, a gown, a face shield or goggles, and an N95 or equivalent or higher-level respirator, and follow Standard and Transmission-Based Precautions. No bargaining unit members other than school nurses will be required or assigned to work in the space as someone who is exhibiting symptoms or is suspected of having COVID-19. Bargaining unit member nurse participation in Small Group Support Hubs is voluntary.
18. This memorandum of understanding and its content will be communicated consistently and broadly by the District administration to every site administrator, and all employees.
19. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU as needed.
20. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, and the District community as events continue to unfold during the pandemic.
21. Where there are conflicts between this language and the language in the Collective Bargaining Agreement, this language shall apply. Where this language is silent on a topic

the language in the Collective Bargaining Agreement shall apply. This agreement is non-precedential and only applies during the 100% Distance Learning Phase of the 2020-2021 school year. Nothing in this agreement shall preclude the parties from modifying this MOU by mutual written agreement by both parties.

22. Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.

For the District:

Date:

Jahnke 1/21/21

For MDEA:

Date:

Linda Carter 1-21-21

Junfsach 1-21-21

Wendy [unclear] 1-21-21

[unclear] 1-21-21

[unclear] 1-22-21

Kochunji 1/21/22

[unclear] 1/21/22

Cross Alberto 1/21/22