

**Memorandum of Understanding
Between
The Mt. Diablo Education Association
And
The Mt. Diablo Unified School District
Regarding the Hybrid Learning Phase (HLP) due to the Coronavirus**

March 16, 2021

SECTION I

The Mt. Diablo Education Association (MDEA or “the Association”) and the Mt. Diablo Unified School District (MDUSD or the “District”), hereafter, “the Parties,” agree to the following provisions regarding the Hybrid Learning Phase (HLP) during the 2020-2021 school year, due to the coronavirus pandemic, effective March 16, 2021.

The Hybrid Learning Phase immediately follows the Distance Learning Phase. The Hybrid Learning Phase is a “hybrid” because the District is offering students Distance Learning and In-person, on-campus learning. Some students will remain Distance Learning students. Other students will become “Hybrid Learning students.”

MDUSD and MDEA recognize that our state, nation, and local communities are experiencing extraordinary events in the challenge to contain the spread of the COVID-19 virus. MDUSD and MDEA also recognize that efforts to contain the spread of the COVID-19 virus by local, State and Federal authorities are ongoing, and evolving.

This Agreement reflects the Parties’ understanding of Federal, State and local recommendations and mandates to date, and that upon further mandates and recommendations by State, local and/or Federal authorities, the Parties will endeavor to renegotiate the terms of this memorandum of understanding in good faith, with the aim of keeping our students and educators safe, assisting in containing the ongoing pandemic, and continuing to provide equitable and grade appropriate educational services to our students and communities required by local, State and Federal authorities.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) California Government Codes 3540 et seq. apply and remain in effect.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families. In order to promote public health and safety and to reduce the negative financial impacts on employees the Parties have agreed on the following:

1.1 Definitions

- 1.1.1 “100% Distance Learning Educator”- is a bargaining unit member who does not provide services to students who are on campus.
- 1.1.2 “Asynchronous Instruction” - is educational instruction delivered to students whereby the instructor and student carry out tasks not at the same time.
- 1.1.3 “Classroom”- is any physical academic, learning, assessment, or instructional space used by students, certificated staff, classified staff, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces during site time and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.1.4 “Close Contact” – a close contact is defined as any individual who was within six (6) feet of an infected person for a cumulative fifteen (15) minutes within a 24-hour period or more starting from two (2) days before illness onset (or, for asymptomatic patients, two (2) days prior to positive specimen collection) until the time the patient is isolated.
- 1.1.5 “Common Equipment” – is any school equipment or structures that are designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils.
- 1.1.6 “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms.
- 1.1.7 “Daily Live Interaction” – is two-way communication between a student and certificated employee(s) and peers at the actual time of occurrence, for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of in-person interaction or internet or telephonic communication, or by other means permissible under state law and public health orders and consistent with this MOU.
- 1.1.8 “Distance Learning” - means instruction in which the student and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency (Ed. Code §43500). Methods could include online instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication.
- 1.1.9 “Face Covering” – is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand. Face coverings with exhalation valves or vents are not

permitted. Face coverings should be made from a tightly woven fabric and have two or more layers.

- 1.1.10 “Hand Sanitizer” – is a product made to sanitize the hands and must contain at least sixty percent (60%) alcohol and must be used in compliance with public health advisories.
- 1.1.11 “Hybrid Learning Educator” – is a bargaining unit member who provides distance learning instruction and works with a stable group of students during In-person Learning Support sessions.
- 1.1.12 “In-person Learning Support” – is time when Hybrid In-person Learning Support Students are physically present on a school campus to receive support and intervention. It is teacher directed time labeled on the daily schedule which may include but not be limited to provide small group support, intervention support, tutoring, adult-student check in/connection time, independent credit recovery activities, and to follow up with targeted students from daily live interaction.
- 1.1.13 “Personal Protective Equipment” / “PPE”– this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and may include, but is not limited to, face coverings, masks, face shields, face shields with a neck drape or humanity shields, barriers, gloves, gowns, and other protective gear.
- 1.1.14 “Physical Distancing” – also known as social distancing, is keeping a physical distance from other people of at least six (6) feet to help decrease the spread of the virus by increasing the space between people.
- 1.1.15 “Prep provider” – Elementary library, elementary vocal/general music, and elementary PE.
- 1.1.16 “Stable Group” - is a group with fixed membership that stays together without mixing with any other groups for any activities.
- 1.1.17 “Synchronous Live Instruction” - is educational instruction delivered in a classroom setting or through videoconferencing or other virtual or telephonic means whereby the instructor and student engage at the same time.
- 1.1.18 “Virtual Learning Support”- is time when 100% Distance Learning Students are receiving virtual support from an assigned teacher. It is teacher directed time labeled on the daily schedule which may include but not be limited to provide small group support, intervention support, tutoring, adult-student check in/connection time, independent credit recovery activities, and to follow up with targeted students from daily live interaction.

1.1.19 “Workspace” – is any physical space used by certificated staff, classified staff, administrators, or other people on a school campus used for any purpose other than academic, learning, assessment, or instructional. This applies to both indoor and outside spaces, and includes, but is not limited to, copy rooms, staff rooms, and offices.

1.2 General Terms

- 1.2.1 This Agreement sets forth the new 2020-2021 protocols and terms that the District and MDEA have agreed upon regarding working conditions for bargaining unit members providing the Hybrid Model to students due to the COVID-19 public health emergency.
- 1.2.2 The District and MDEA recognize the importance of maintaining safe learning opportunities and services for the benefit of the students and communities served by the District and all employees.
- 1.2.3 The Parties agree that providing in-person educational opportunities and continuity of District instruction and essential services to students is important, and that provisions should be made for District employees who are impacted by the pandemic.
- 1.2.4 The District and the Association will support efforts to maintain funding under any applicable laws during a closure of any district facility or during the HLP due to the COVID-19 pandemic.
- 1.2.5 All bargaining unit members who perform their duties under the HLP shall receive their full pay and benefits for so long as the HLP continues and they continue to provide services.
- 1.2.6 Bargaining unit members who perform services under the HLP will receive the full amount of any stipends in Appendix A related to credentials, licenses, advanced degrees, department chairs, and Teachers on Special Assignment, which apply to them regardless of the length of the HLP. Stipends based on performances or athletic programming will resume and be prorated once those activities resume or commence.
- 1.2.7 The Parties agree that federal and state occupational safety and health laws, other relevant laws and regulations, and any additional legal requirements that take effect during the life of this memorandum of understanding will be adhered to.
- 1.2.8 District committee work that is time bound, and for which bargaining unit members are being compensated, may be required to be completed, and will happen virtually during the HLP but no bargaining unit member shall be required to make up any committee work that is missed upon return to full on-campus instruction. District committee work that is not time bound, will not take place. Seventy-two (72) hours’ notice must be provided to all affected bargaining unit members.
- 1.2.9 Site committee work that is time bound, and for which bargaining unit members volunteer, may take place. These committee meetings will be held virtually during the

HLP. Seventy-two (72) hours' notice must be provided to all affected bargaining unit members.

- 1.2.10 The District will continue to provide licenses, training and support for two distance learning platforms, SeeSaw for grades TK-2 and Google Classroom for Grades TK and above. To respect professional autonomy, teachers may supplement these platforms based on the needs of their students. Teachers are responsible for documenting the method by which they are providing distance learning.
- 1.2.11 The Parties recognize that the transition from a distance learning environment to a Hybrid Model presents unique challenges and are committed to collaborate in meeting these challenges.

SECTION II - SCHEDULES

2.1 Hybrid Learning Model

2.1.1 All bargaining unit members shall be in one or both of two (2) models during the HLP. These two (2) Models are:

2.1.1.1 100% Distance Learning: bargaining unit members who only provide distance learning, and do not provide In-person Learning Support.

2.1.1.2 Hybrid Learning: bargaining unit members who provide distance learning instruction and work with a stable group of students during In-person Learning Support sessions.

2.1.1.3 In order to meet students' needs, bargaining unit members may be assigned to both models, as long as they are not expected to perform the separate duties on the same day. For example, a teacher may provide in person support for one stable group on Monday and Tuesday and provide Virtual Learning Support for a separate stable group of students on Thursday and Friday. Class size maximums will be followed. The total combined number of students a bargaining unit member may work with in all of their In-Person Learning Support groups and Virtual Support groups shall not exceed a bargaining unit member's contractual class size maximum.

2.1.2 While in the Hybrid Instructional Model, bargaining unit members will be expected to continue to comply with the requirements of Senate Bill 98.

2.1.3 Bargaining unit members shall communicate to the District their preference of the following and the District shall assign them to one model or the other:

1. Preference for In-Person Learning
2. Open to either model
3. Preference for Distance Learning
4. Strong preference for Distance Learning - If assigned as a Hybrid Educator, please accept this as my request for an unpaid leave.

5. Request for reasonable accommodations under ADA for Distance Learning due to high-risk health condition of self, or request due to the high-risk health condition of a household member has been granted or temporarily granted.

- 2.1.3.1 If, after working through the Interactive Process, a reasonable accommodation is denied on the grounds of undue hardship, the bargaining unit member shall be newly given the opportunity to inform the District of their preference of 1, 2, 3, or 4 above.
- 2.1.4 On March 17, 2021 MDUSD shall send a Hybrid Preference form with the options above. This Hybrid Preference form shall be collaboratively developed by the Parties. Bargaining unit members shall have 48 hours to respond. Site Administrators will then place bargaining unit members as Hybrid Learning Educators or 100% Distance Learning Educator (or both, according to 2.1.1.3) according to the process described in this section below. Prior assessment of preference shall not be used to place bargaining unit members in their Hybrid Phase model.
- 2.1.5 The District shall make every attempt to assign bargaining unit members who chose 1 or 2, as Hybrid Learning Educators before assigning unit members who chose 3 or 4. When assigning bargaining unit members at a site who choose 3 above to be Hybrid Learning Educators assignments shall be made by reverse District seniority within each school site (and within the grade level spans of TK-2, 3-5 where applicable).
- 2.1.6 During the Hybrid Learning Phase, 100% Distance Learning Educators are not required to report to any district site. 100% Distance Learning Educators staff may work from their classroom / office / workspace, provided the site has met the safety conditions outlined in this MOU.
- 2.1.7 During the HLP, Hybrid Learning Educators shall report to their assigned district site on Monday, Tuesday, Thursday, and Friday. They may work from site or remotely on Wednesdays.
- 2.1.8 During the Hybrid Learning Phase, Hybrid Learning Educators are not required to report to any district site before the “transition time” in the default bell schedule. Bargaining unit members may leave campus to transport their children with notification to the front office.
- 2.1.9 All bargaining unit members will have the ability to choose to hold their in-person activities outdoors, weather permitting.
- 2.1.10 A bargaining unit member’s model during the HLP shall not have any impact on their site placement or assignment for the 2021-2022 school year or beyond.

2.1.11 As it relates to job assignment, throughout the HLP all bargaining unit members shall continue to have the same site placement and grade-level assignment during the “Daily Live Interaction” portion as they did on the date this MOU is enacted.

2.1.12 All students currently on a bargaining unit members’ class roster will remain on the roster; and bargaining unit members’ will assign grades to those students and no others during the HLP (except for the small number of changes that normally happen during a usual school year). There shall be no grading requirements for anything done during In-person or Virtual Learning Support.

2.1.12.1 Based on student selection of instructional model, teachers may be assigned different students than those on their roster for In-Person or Virtual Learning Support. There shall be no grading for those students but attendance will be taken.

2.1.13 Bargaining unit members will be given at least 3 work days’ notice before the start of the Hybrid Learning Phase.

2.2 The District will reopen consistent with the following:

2.2.1 On the third teacher work day before the start of In-person Learning Support sessions bargaining unit members will do a brief check-in with their students at the beginning of the school day to take attendance. At the secondary level this check-in will be done with Wednesday DLI groups. The rest of the day will be full asynchronous instruction for students to provide time for bargaining unit members to prepare for hybrid or distance learning instruction.

2.2.2 The two teacher work days immediately preceding the start of In-person Learning Support sessions will be full distance learning days where teachers will do a 60 minute check-in with their students at the beginning of the school day to take attendance and make themselves available to support student asynchronous learning. At the secondary level this 60-minute check-in will be done with Wednesday DLI groups. The remainder of these days will be used by unit members for their own planning and preparation for hybrid or distance learning instruction and to receive any support necessary to be prepared for the return of students.

2.2.3 Beginning March 25, 2021, Preschool through 2nd grade, and SDC classes listed in Appendix A students whose parent/guardian have elected for them to become Hybrid Learning Students will return to their school to attend In-person Learning Support sessions, and those students whose parent/guardian have elected for them to remain 100% Distance Learning Students will be assigned to a Virtual Learning Support session.

2.2.4 On March 29, 2021, students in grades 3-12 whose parent/guardian have elected for them to become Hybrid Learning Students will return to their school to attend In-person Learning Support sessions, and those students whose parent/guardian have

elected for them to remain 100% Distance Learning Students will be assigned a Virtual Learning Support session.

- 2.3 All students will engage in daily live interaction with their current teacher during the distance learning instructional block on Monday, Tuesday, Thursday and Friday as described in Appendix A. All students (Distance Learning and Hybrid) will receive daily live interaction daily participation and progress monitoring on Wednesdays. All students (Distance Learning and Hybrid) will receive learning support during the learning support block as set forth in Appendix A. Distance Learning Students will receive Virtual Learning Support from a Distance Learning Educator and Hybrid Learning Students will receive In-Person Learning Support from a Hybrid Educator. Virtual Learning Support is teacher-directed time which may include, but is not limited to, providing small group support, intervention support, tutoring, adult-student check in/connection time, independent credit recovery activities, and follow-up with targeted students from morning instruction.
- 2.4 Speech Therapists, Resource Specialists, EL Support Teachers, Adapted Physical Education Teachers, Teacher Librarians, Vocal Music Teachers, and other prep providers shall be added to all classroom teachers' Seesaw and/or Google Classrooms at all sites they are assigned to, as co-teachers in order to efficiently collaborate and deliver instruction.
- 2.5 Each site will start the HLP with the Default Bell Schedule for that grade or secondary structure (Eight (8) period schedule at Sequoia MS, seven (7) period schedule at all other middle schools, six (6) period schedule at all high schools) included in the Appendices of this MOU. A "prep provider" schedule will be developed for every elementary school to ensure that Elementary Instrumental Music Teachers, Elementary Librarians, Elementary Vocal/General Music Teachers, and other prep providers can meet with students and develop lessons for classroom teachers to support student instruction. If MDEA members at a site choose to replace the Default Bell Schedule with a bell schedule they create, they will then follow the processes in Article 9.10 of the Parties' Collective Bargaining Agreement for changing their bell schedule to either 1.) vote to keep the Default Bell Schedule for the remainder of the HLP or, 2.) vote to replace the Default Bell Schedule with a bell schedule they create. A simple shift in start / end times of the Default Bell Schedule that does not change the length of the day may be agreed upon by MDEA members and admin at the site. A simple shift from offering a specific set of periods on alternating days (ex. 1,2,3 and 4,5,6) to offering a different set of periods on alternating days (ex. 1,3,5 and 2,4,6) may be agreed upon by the MDEA members and admin at the site. If this occurs MDEA leadership and District admin shall be informed. MDEA leadership and District admin may also agree that other simple shifts (e.g. a shift in schedule due to Monday holidays) may be undertaken without fully adhering to the processes in Article 9.10 of the Parties' Collective Bargaining Agreement. For the HLP, 9.10.1.7, 9.10.1.8, 9.10.4, and 9.10.5 in the CBA shall be held in abeyance. To be considered compliant, a proposed schedule must include the minimum number of instructional minutes and daily live interaction minutes as specified in this MOU. For this process during the HLP, Article 9.10.1 Shall read: "In order to choose between the

Default Bell Schedule and another bell schedule during the HLP, the following procedures must be followed prior to implementation:”

- 2.6 Time labeled “Flex / Prep / Planning” is teacher-directed time to:
- Plan lessons, course content, independent assignments, daily live interaction, etc.
 - Prepare materials
 - Monitor student progress
 - Grade student work
 - Respond to emails / communicate with families
 - Hold IEPs, 504s, SST and CARE team meetings.
 - Engage in Professional Development
 - Collaborate with Families
 - Collaborate with Site Personnel

Bargaining unit members are not prohibited from, nor required to provide daily live interaction during this time.

2.7 The approved schedules will be posted on the school site website, along with direct links to individual teacher’s Seesaw and/or Google Classroom.

2.8 Should a bargaining unit member need to cancel a session of daily live interaction due to technical difficulties or due to unforeseen circumstances, students and parents will be notified with the maximum notice possible and the daily live interaction must be made up within one week. Make up cannot occur during In-Person Support group or Virtual Support group time. This does not apply to situations when the District’s network or technology are the source of the technical difficulties or when a bargaining unit member is on sick leave, including a sick day, discretionary day, or other leaves included in section 19.1 of the CBA.

2.9 Elementary School bargaining unit members and administration at each site shall collaborate to create a recess / break schedule for use during In-Person Learning Support. This schedule will include a 10 minute break for students, and during that time each bargaining unit member shall have at least a ten-minute duty-free break. Elementary bargaining unit members shall not have to go more than 120 minutes without their break. This schedule shall follow the language in the CBA regarding supervision.

2.10 Bargaining unit members shall not be required to provide personal email, personal cell phone numbers, or home phone numbers in communications with parents, students, or district employees.

2.11 During the HLP, information from site administrators / immediate supervisors will be communicated via district email. Required meetings will follow the schedule and parameters outlined in Article 9.2 in the Collective Bargaining Agreement, and will be held virtually. These meetings will follow the calendar for the 2020-21 school year already published.

2.12 During the HLP, IEP and 504 meetings, will be held virtually, except at the request of the parent, and eligible bargaining unit members will be compensated accordingly per the CBA and the Supplemental Compensation Schedule/ Appendix A, for participation in any such meetings. The default for these meetings shall be virtual. During the HLP all other meetings, including, but not limited to, SSTs, CARE meetings, staff meetings, parent teacher conferences, Back to School Night, and site or district professional development will be held virtually and eligible bargaining unit members will be compensated accordingly per the CBA and the Supplemental Compensation Schedule/ Appendix A, for participation in any such meetings.

2.13 The minimum number of instructional minutes each school day for 100% Distance Learning Students, as well as Hybrid Learning Students is listed below. This time is for learning, connecting, engaging, and supporting students through print and digital content, independent work, and instruction to ensure a maintenance of learning:

PK-Kindergarten	180 minutes daily
1-3rd Grade	240 minutes daily
4th-5th Grade	240 minutes daily
6th -12th Grade	240 minutes daily

Bargaining unit members will provide the following amounts of daily live interaction on Monday, Tuesday, Thursday, and Friday:

PK	60 minutes
TK-K	90 minutes
1-3rd Grade	120 minutes
4-5th Grade	120 minutes
6-12th Grade	120 minutes

Bargaining unit members will provide the following amounts of daily live interaction on Wednesday:

PK	30 minutes
TK-K	45 minutes
1-3	60 minutes
4-5	60 minutes
6-12	60 minutes

During the HLP bargaining unit members are not required to provide more than the minimum number of instructional minutes for their grade /class.

2.14 Per Article 9.1 in the CBA, bargaining unit members will use the time in their bell schedule beyond the minimum instructional minutes listed above for the following: preparation time, progress monitoring grading, small group instruction, meetings, trainings, collaborating with peers, distance learning preparation, professional development, IEPs, 504s, SSTs, CARE, and/or communicating with families.

2.15 Bargaining unit members will deliver content and instruction that is aligned to grade level standards, at a level of quality and intellectual challenge substantially equivalent to in-person instruction. This content may include print and digital curriculum.

The District will provide all bargaining unit members access to print and digital curriculum for students that is aligned to grade level standards, and at a level of quality and intellectual challenge substantially equivalent to in-person instruction, as well as the teacher's editions, guides, resources, ancillaries, etc. for this curriculum. This includes bargaining unit members who work with students with IEPs and students who are English Learners. Bargaining unit members may exercise their professional autonomy to supplement this curriculum with other content. Bargaining unit members have the option to have students use print textbooks, workbooks, paper packets and other realia, provided there is no sharing of materials between students.

2.16 Any twelfth (12th) grader, who is in danger of failing shall be notified of such danger in writing according to established MDUSD Administrative Regulation procedures and the report shall be mailed with evidence of receipt returned to the school.

2.17 Pursuant to MDUSD Administrative Regulation 5121, and in line with Education Code 49067, each secondary student in danger of failing shall be notified in writing. This notification will take place at the progress report time. For any senior level student who is in danger of failing, teachers will work to connect with the student and parent to discuss engagement and work completion during the HLP.

2.18 During the HLP the District shall ensure students receive:

2.18.1 Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

2.18.2 Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including a description of the means by which the individualized education program will be provided under emergency conditions, in which instruction or services, or both, cannot be provided to the pupil either at the school or in person for more than ten (10) school days, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.

2.18.3 Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.

2.19 The District will confirm or provide that all students have access, connectivity, and devices on which to access digital curriculum materials and the internet. All materials traditionally distributed by Instructional Media Assistants will continue to be so distributed. For materials that are traditionally distributed by bargaining unit members, systems will be developed collaboratively between bargaining unit members and site

admin at each site, whereby materials will be distributed to students with minimal physical contact. These systems will be communicated in writing to all bargaining unit members at the site as soon as they are developed.

2.20 The District will confirm students have access to a functioning computer and reliable internet access and that the emails and phone numbers for all parents/guardians and students are valid. The District will provide bargaining unit members access to this information for each student in their class(es) / on their caseload.

2.21 Bargaining unit members shall take attendance daily. A pupil who participates in distance learning on a schoolday shall be documented as present for that schoolday. A pupil who participates in In-person or Virtual Learning Support shall be documented as present for that school day. Pupils' participation that happens after school hours will be used to take attendance for that day, but will be entered into AERIES the following day. A pupil who does not participate in distance learning or In-person Learning Support or participate in any other way on a schoolday shall be documented as absent for that schoolday. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the District and pupils or parents or guardians.

2.22 Bargaining unit members shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

2.23 The District and/or site administrators shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or sixty percent (60%) of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary. These procedures are the work of employees who are not classroom teachers. Those employees will be responsible for carrying out these procedures.

2.24 All MDEA bargaining unit members are vital to student success. This includes those who work in positions other than classroom teacher. This includes those who work at multiple sites. This includes those who provide push-in and pull-out services. This includes elementary prep providers.

2.25 Bargaining unit members in jobs other than classroom teachers shall have only one district-directed meeting a month, and one district-directed job-alike meeting a month. Other weekly meetings shall be collaboration, including attending meetings at sites they are assigned to, at the bargaining unit members' discretion with each meeting not to exceed the number of minutes in accordance with section 9.2.1 of the CBA.

2.26 Bargaining unit members assigned to more than one site will be emailed or have access to the minutes from all site, department, grade level, etc. meetings that apply to them by the site administrator.

2.27 Student Stable Groups

2.27.1 The Parties affirm that student stable groups are intended and designed to provide stable groupings of students that are maintained, throughout each school day, and from day to day, with an assigned primary stable group teacher(s), and systems shall be in place at the school site to prevent the mixing of Stable Groups.

2.27.2 During the HLP the District shall use student stable groupings of no more than half of the maximum class size set forth in the CBA for In-Person Learning Support sessions of bargaining unit members who are secondary physical education and choral and instrumental music teachers. If the student stable group has reached its maximum capacity of the space, no additional students will be added to the stable group roster.

2.27.3 Students should remain in their same workspace as much as practicable.

2.27.4 At the elementary level, each student's school supplies shall be separated and stored in individually labeled storage containers, cubbies, or areas, provided by the District.

2.27.5 At the secondary level, students may take and bring their school supplies, including any district-provided chromebook, with them each day.

2.27.6 The District, working with bargaining unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses. Classrooms will be stocked with supplies to allow students to clean shared equipment.

2.27.7 School staff shall limit the number of in-person visits to classroom stable groups in order to maintain the stability of the stable groups and to minimize the spread of the illness. Staff not assigned as the primary Stable Group teacher shall primarily use virtual methods of instructing or interacting with the Stable Group.

2.27.8 Bargaining unit members will be assigned supervision of In-person Learning Support, based on the process and parameters described below.

2.27.9 Once the district determines which elementary students will be Hybrid Learning Students, classes will be analyzed and sorted to allow for required six feet of physical distancing between students. The District has calculated the estimated usable square footage based on staff walk throughs considering furniture and built-in fixture of all classrooms spaces while maintaining physical distance and workspace distance requirements. The estimated capacity for each classroom space shall be shared by MDEA with the Unit Members on site.

2.27.9.1 For both Elementary and Secondary:

2.27.9.5.1 No bargaining unit member who has been afforded remote work as a reasonable accommodation, will be assigned to work with an In-person Learning Support-stable group.

2.27.9.5.2 To the extent possible, Hybrid Learning Educators, for whom the majority of their students are remaining in distance learning, will be assigned to stable groups of students at the same grade level as their current assignment, or to the closest possible grade level.

2.27.10 If a Hybrid Learning Educator is only assigned one stable group of Hybrid Learning Students to work with during one Group of In-person Learning Support sessions, they may be assigned to a Virtual Learning Support session during the other Group of In-Person Learning Support sessions. If a Hybrid Learning Educator is not assigned any stable groups of Hybrid Learning Students to work with during In-person Learning Support sessions, they shall be assigned to Virtual Learning Support sessions during the both Groups of In-Person Learning Support sessions.

2.28 Hybrid Model of Instruction

2.28.1 When providing daily instructional minutes during the HLP, Hybrid Learning Student schedules and 100% Distance Learning Student schedules shall meet the minimum instructional minutes in SB98.

2.28.2 The bargaining unit member workday shall remain as described in the CBA.

2.28.3 Each student will be in a group, either Group A or Group B. Students in each group will attend In-person Learning Support two (2) days each week, either Monday and Tuesday or Thursday and Friday, with the exception of students identified as either (a) Special Education, (b) those with 504 plans, (c) foster youth, (d) homeless youth, (e) English language learners, (f) significantly credit deficient, or (g) chronically absent may attend up to four days per week based on space available. No students shall have In-person Learning Support sessions on Wednesdays. Those students attending on Monday and Tuesday shall be Group A, and those attending on Thursday and Friday shall be Group B. On school days their group is not on campus students will work independently on work assigned by their teachers.

2.28.4 Part-time bargaining unit members who are Hybrid Learning Educators, and who work less than .6 FTE may only be assigned one In-person Learning Support Group (either Group A or Group B). Bargaining unit members working less than .21 FTE will not be assigned an In-person Learning Support Group. Many part-time bargaining unit members are part-time in order to attend to other business or obligations during the workday. During the HLP, these bargaining unit members shall be accommodated, which may include their not being assigned to work with any In-Person Learning Support stable groups.

2.29 According to the Board adopted calendar for the 2020-2021 school year, assuming the HLP begins on a Monday, between now and the end of the school year, Group A and Group B will each have the same number of on-campus days, as such, there will not need to be any adjustments for holidays.

2.30 Students without a school-related, school-site located child care related, or After School Program related reason shall not be allowed on campus during bargaining unit member site time.

2.31 MDUSD meal programs shall continue during the HLP. Students shall not eat in their classrooms during the HLP, except as part of an organized child care program or After School Program, or in an identified area that is away from any In-Person Learning spaces. No bargaining unit member shall have supervision duties related to food or meals.

2.32 All persons on a school campus must observe physical distancing of six (6) feet, must attest to completing an illness/health assessment each day upon entering any district site, and must wear a face covering at all times. All face coverings must follow District and site dress code requirements. Bargaining unit members who work in shared spaces must observe physical distancing of six (6) feet and must wear a face covering at all times while in that space. All bargaining unit members shall have digital access to their site's daily health attestation information.

2.33 During the HLP all students will receive synchronous or asynchronous instruction and content five days per week. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher in accordance with SB98. Wednesdays shall be exclusively asynchronous instruction and shall include Daily Live Interaction as detailed in 2.13 of this MOU.

2.34 The District will attempt to have no combination classes. General education elementary level learning teachers may be assigned combination classes. There shall be no Dual Language combination classes. Those bargaining unit members who are newly assigned a general education elementary combination class during the HLP will receive a one-time stipend of \$1200, payable by May 10, 2021. In-person Learning Support and Virtual Learning Support groups are not considered combination classes.

2.35 The District will ensure distance learning and In-Person Learning Support is provided to students whose teacher is on leave for any period of the HLP through the use

of substitute teachers, administrators, and other district support staff. No classroom bargaining unit member will be required to substitute/cover for another. If any bargaining unit member volunteers to substitute/cover for another bargaining unit member they shall receive any and all applicable pay outlined in the Collective Bargaining Agreement, including in 9.8.2 and 9.8.3

2.35.1 In no event shall two (2) or more student stable groups be combined in order to provide instruction, nor shall a single stable group be divided and separated into other stable groups. If a teacher is not available to attend their In-person Learning Support session and no substitute is available, the In-person Learning Support session shall be cancelled.

2.36 Performing Arts, Music, and Physical Education Teachers

2.36.1 During the HLP secondary bargaining unit members who choose to include performance-based activities or physical activities during their IPLS session (ex. band, music, drama, PE) may hold session in an outdoor space or an indoor space large enough for proper 6 feet “nose to nose” distancing, as long as physical distancing and masking can be maintained, in compliance with state or local public health guidelines.

2.36.2 Any in-person activity that necessitates an increased COVID-19 risk (such as singing, or playing a brass or woodwind instrument) shall be conducted outside, per county health guidance, unless students are provided with appropriate PPE for themselves and their materials. This includes overlapping / wind instrument masks, bell covers, music masks, instrument COVID covers or musician pop-up pods, etc.

2.37 Students from various stable groups cannot be mixed for In-person Learning Support sessions.

SECTION III – HEALTH AND SAFETY

3.1 The COVID-19 pandemic has caused federal, state, and local authorities and public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local authorities and public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all of the provisions in this MOU:

3.2 Federal, state and local laws, emergency orders, and guidances establish requirements related to responding to the COVID-19 pandemic. The EERA allows for the Parties to negotiate and agree upon requirements that are more supportive or more protective than laws, emergency orders, and guidances meant to provide a minimum supportive or protective threshold or “floor.” Where agreements between the Parties in the Collective Bargaining Agreement and this MOU are more supportive and/or more protective they shall supersede less supportive and/or less protective laws, emergency orders, and guidances. Where this MOU is silent on a point the most supportive and/or protective applicable laws, emergency orders, or guidances shall apply.

3.3 The District shall adhere to the current COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), United States Department of Education (DOE), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), Contra Costa Health Services (CCHS), and the Contra Costa County Office of Education (CCCOE).

3.4 The parties agree that all health and safety agreements in this MOU will be enforced for all people during the school day, after school or on weekends while on the school site for a school sponsored activity (e.g. SAT, activities, extracurricular programs)

3.5 Return Protocols and Procedures

3.5.1 The Parties recognize that frequent cleaning and disinfecting are effective in mitigating the spread of COVID-19.

3.5.2 Prior to beginning and throughout the Hybrid Learning Phase the District shall:

3.5.2.1 establish, publish, and carry out sanitation cleaning protocols by appropriately trained and skilled individuals whose job descriptions include cleaning.

3.5.2.2 follow Occupational Safety and Health Administration (OSHA), Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), Contra Costa Health Services (CCHS), and any other authorities’ guidance for schools to ensure that every classroom, workspace, locker room, cafeteria, multi-use room, gym, restroom, playground structure, outdoor seating, and bus that is in use has been cleaned and disinfected, including every desk, door, doorknob, railing, light switch, classroom sink handle, copy machine, countertop and work surface, and that each is cleaned and disinfected daily thereafter during the coronavirus outbreak.

3.5.2.3 publish conspicuously on the District website the names and ingredients of all products they are using to clean and disinfect during the coronavirus pandemic.

3.5.2.4 follow OSHA, CDC, CDPH, CCHS, and any other authorities’ guidance for schools to ensure that all technology, musical instruments, books, and other items that are used, or were lent and returned, are thoroughly cleaned and disinfected before being used again or returned to classrooms, libraries, technology labs, etc.

3.6 Signage/markings will assist with safe movement of students and staff in and out of school sites. Signage/markings will also include physical distancing reminders, proper hand washing protocols, and face covering wearing reminders.

3.7 Bargaining unit members shall not have responsibilities related to temperature checks, initial completion of the day’s health attestations, ingress or egress, though they may, at the elementary level be assigned supervision duties according to the Parties’ collective bargaining agreement.

3.8 Protocols to ensure proper distancing, masking, and movement related to recess, transitions, passing periods, arrivals, and departures will be developed at each school site and shared with all bargaining unit members at the site.

- 3.9 Each school site shall have a supervised location where students can be picked up or released to their parent/guardian to go home.
- 3.10 Each school will have a designated isolation / health area for students who may be exhibiting symptoms of COVID-19.-This isolation / health area shall not be used for any other purpose, including storing books or records of any kind. Physical distancing, face covering, PPE, and personal hygiene requirements will all continue to be in effect and fully enforced in the isolation / health area. The isolation / health area must meet Federal, state, and county health guidelines.
- 3.11 Anyone exhibiting symptoms of COVID-19 shall immediately be sent to the isolation/ health area, and separated from others to limit exposure.
- 3.12 The District shall provide the Association with the location of the isolation / health area at every site in the District five days before re-opening.
- 3.13 A restroom shall be identified for the use of people in the isolation / health area; if this is not a dedicated restroom, it shall be clearly labeled “This restroom may be used by people currently exhibiting COVID-19 symptoms.”
- 3.14 No bargaining unit member, including the school nurses, will be required to work in the same space as someone who is exhibiting symptoms or is suspected of having COVID-19.
 - 3.14.1 When working in the same space as anyone with suspected COVID-19 infection, nurses who volunteer to be within six (6) feet shall be provided appropriate PPE, including gloves, a gown, a face shield or goggles, and a fit-tested N95 mask, and follow Standard and Transmission-Based Precautions.
- 3.15 The District shall ensure students experiencing homelessness are provided with resources and assistance if they are in need of medical attention and/or needing a safe place to isolate.
- 3.16 The District shall ensure that all areas where a symptomatic person was are cleaned, sanitized, and disinfected immediately.
- 3.17 The District shall designate a COVID-19 staff liaison or liaisons to be responsible for responding to COVID-19 concerns. No bargaining unit member may be required to serve as a COVID-19 staff liaison. All bargaining unit members shall be informed of the name and contact information of the COVID-19 liaisons at all sites they are assigned to. The liaison should be trained to coordinate the documentation and tracking of possible exposures, in order to notify local health officials, staff and families in a prompt and responsible manner. This will support local health department contact tracing efforts.
- 3.18 The District shall maintain communication systems that allow staff and families to self- report symptoms and receive prompt notifications of exposures, exclusions, and closures, while maintaining confidentiality, as required by FERPA and state law related to privacy of educational records.
- 3.19 Classroom furniture and/or desks will either be moved or labeled with signage to ensure students adhere to physical distancing requirements. Student seating will be distanced 6 feet (“nose to nose”) from each other. The District shall ensure three (3) feet of space between student workspaces and walls, counters, storage shelves, and other unmovable objects. Three-sided barriers will be available upon request.

- 3.20 Sanitization, and disinfecting of schools and District work sites, including restrooms, classrooms, offices, and common spaces will occur daily. Spaces will be cleaned consistent with the established custodial routes established for each school or workspace. This will include common touch points, desks, plexiglass barriers, equipment, etc. Additional deep cleaning, sanitization, and disinfecting will immediately take place in areas when/if a confirmed COVID-19 case occurs. The District will utilize multiple new cleaning, sanitization, and disinfecting technologies and equipment, to ensure proper and necessary sanitization and disinfecting. To the greatest extent possible, cleaning, sanitization, and disinfection should be done when students are not present. If the space and/or surfaces are not cleaned and disinfected, the bargaining unit member shall report the concern to the administration immediately and an alternate space will be provided until the space and/or surfaces are cleaned and disinfected by custodial staff.
- 3.21 Staff lounges will not be used for eating, meeting, or socially gathering until indoor dining is allowed under local public health guidelines. Use of staff lounges must adhere to current public health guidelines for indoor gathering and dining. When staff lounges are in use, physical distancing of six (6) feet must be maintained. Cleaning solution will be available to staff members who use shared appliances to clean and disinfect them before and after each use.
- 3.22 All classrooms and workspaces shall be fully equipped at all times with all of the following: alcohol-based hand sanitizer that contains at least sixty percent (60%) alcohol, disinfectant spray solution, and paper towels. Further, all classrooms and workspaces that have sinks shall have soap, and the District shall ensure the sinks are in working order.
- 3.23 Reporting and Notification
- 3.23.1 The District will provide notification to all employees of exposure or potential exposure to COVID-19 at that work site or location.
- 3.23.2 The District shall do all of the following actions, within one work day of the notice of exposure or potential exposure:
- 3.23.2.1 Provide a written notice to all employees, and the employers of subcontracted employees, assigned to the same school or worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19 in a manner the employer normally uses to communicate employment-related information. Written notice may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one work day of sending and shall be in both English and the language understood by the majority of the employees.
- 3.23.2.2 If any person who tests positive has a household member who attend(s) or work(s) at any other District site(s), the District shall work to communicate to any and all other sites that may be affected to require the individual(s) to quarantine.
- 3.23.2.3 Each of these 3.25.2.1 and 3.25.2.2 will continue until Contra Costa County is in the Yellow Tier or until legal mandates to report are lifted, whichever comes later.

- 3.23.3 Until Contra Costa County is in the Yellow Tier or until legal mandates to report are lifted, the District shall post to a table/spreadsheet on a conspicuous page on their website any new COVID-19 case, and whether the affected person is a student, teacher, or other employee. This page shall be updated weekly.
- 3.24 The District will conspicuously publish on their website and in the front office of every school site a list of all COVID-19 testing sites within the boundaries of the District.
- 3.25 Personal Protective Equipment
- 3.25.1 The Parties agree that when bargaining unit members report to a District site, the District shall provide District-approved applicable personal protective equipment (PPE) to ensure that the bargaining unit member maintains their safety and the safety of others.
- 3.25.2 Each bargaining unit member will receive two cloth face masks and a face shield. Disposable masks will be available for distribution if needed. In-lieu of using District-provided PPE, bargaining unit members may use their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 3.25.3 Additional PPE will be provided to nurses, preschool teachers, counselors, and special education teachers when their duties require them to be in close contact with students and may allow for multiple changes of PPE per day.
- 3.25.4 Gowns and shields shall be provided for all assignments that require toileting or any potential exposure to bodily fluids.
- 3.25.5 Every bargaining unit member will be provided with one plexiglass barrier/table shield that is either A.) Thirty-one inches wide or wider, or B.) three (3) sided.
- 3.25.6 A procedure shall be communicated for requesting specialized or additional PPE based on the specific needs of the bargaining unit member, class and/or students.
- 3.25.7 Bargaining unit members shall not be required to bring their own PPE, and no bargaining unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 3.25.8 The District shall provide bargaining unit members two reusable cloth masks and two disposable masks; however, if a bargaining unit member requires additional PPE, the bargaining unit member will immediately notify their supervisor and the PPE will be procured. In the event it cannot be procured before in-person support session begins, the individual bargaining unit member(s) without PPE will provide distance learning and will receive their full daily rate of pay until they receive the PPE. Site administration will ensure that PPE will be delivered within 24 hours. Any In-person Learning Support provided by the bargaining unit member will resume when sufficient PPE is provided.
- 3.25.9 Bargaining unit members at grades TK and above shall not be required to do toileting, unless it is part of their regular job duties. Any bargaining unit member who toilets students shall be fully provided disposable gowns, and medical grade masks and gloves, which shall be disposed of after a single use.
- 3.25.10 Bargaining unit members whose work with students exposes them to the bodily fluids of those students shall be provided with disposable gowns, and medical grade masks and gloves, which shall be disposed of after a single use.

- 3.25.11 Face coverings are required to be worn properly, including over the nose and mouth, at all times by all individuals on a school campus, indoors or outdoors. This applies to all students, all administrators, all bargaining unit members, all other employees, and any visitors on campus over the age of two (2).
- 3.25.12 Fit-tested N95 masks shall be provided to:
- 3.25.12.1 All nurses;
 - 3.25.12.2 Bargaining unit members responsible for the care of individuals who get sick at the worksite with possible symptoms of COVID-19 illness;
 - 3.25.12.3 Bargaining unit members who work with students who are not required to wear facial coverings according to (3.28.16). Bargaining members shall also wear a face shield;
 - 3.25.12.4 Bargaining unit members who may request in writing N95 masks, at the discretion of the District, due to professional or personal health concerns. Bargaining unit members shall not be required to submit a note from a medical professional when making this request.
- 3.25.13 PPE shall be worn any time a bargaining unit member is:
- 3.25.13.1 in a work space with anyone who does not reside in the same household or in work spaces that are common and shared by bargaining unit members.
 - 3.25.13.2 assisting with toileting needs, gastronomy tube (g-tube) feedings, and other health procedures involving bodily fluids.
 - 3.25.13.3 in direct contact during toileting. Gloves should be worn in this situation and must be changed and hands washed between interactions with each student.
 - 3.25.13.4 working with a student who is unable to wear a face covering or face shield with a drape, in addition to a face covering and gloves, the staff should wear a face shield as well. In the event that a student is unable to wear a mask or face shield, consistent with Contra Costa County Public Health and Safety Guidelines and Orders, the site or program administration will work with the parent/guardian and staff to determine the appropriate action. The site or program administration will collaborate with staff regarding the accommodations necessary for the student and will also ensure that the appropriate PPE is provided to the bargaining unit member. If a student mask accommodation is necessary, the accommodation information shall be communicated to the applicable bargaining unit members.
- 3.25.14 Persons exempted from wearing a face covering due to a medical condition, mental health condition, or disability, as confirmed by their medical provider must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it. Such conditions are rare. The District shall provide notice of a student's face covering exemption to any bargaining unit member who works in person with the student.

- 3.25.15 Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication may also be exempt from wearing masks, but must wear an alternative covering such as a face shield with a drape on the bottom edge.
 - 3.25.16 Bargaining unit members who work with students who are not required to wear facial coverings shall be given more comprehensive PPE, including gloves, a gown, a face shield or goggles, and an N95 mask and shall receive multiple sets of gowns and gloves per day.
 - 3.25.17 Information contained in the CDPH Guidance for the Use of Face Coverings shall be provided to staff and families of students.
 - 3.25.18 The District shall ensure that there are adequate numbers of gowns and gloves at every site for every bargaining unit member who needs them to do their work.
- 3.26 Personal Hygiene Requirements
- 3.26.1 The Parties recognize that frequent hand washing with soap for a minimum of twenty (20) seconds minimizes the spread of COVID-19.
 - 3.26.2 All individuals shall wash their hands or use hand sanitizer frequently throughout the day, including upon entering district sites and every time a classroom or workspace is entered; after coughing or sneezing; after classes where they handle shared items; before touching their face; and before and after using the restroom.
 - 3.26.3 The District shall comply with the following hand washing requirements:
 - 3.26.3.1 Every room with a sink shall be stocked with soap and hand sanitizer and paper towels.
 - 3.26.3.2 Non-classroom workspaces and common spaces shall have hand sanitizer.
 - 3.26.3.3 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked prior to the beginning of each day that staff or students are on campus, and as practicable shall also be restocked immediately upon depletion.
- 3.27 Distancing
- 3.27.1 Students on campus shall go to any recess or break with their stable groups. These recesses or breaks shall be scheduled at times that are staggered, to the extent possible, and stable groups shall be separated from one another.
 - 3.27.2 In order to help maintain physical distancing requirements in all common walkways, railed walkways and congregation areas (both outdoor and indoor), prior to the start of the HLP, the District shall create clearly marked pathways to indicate, where possible, the direction of travel and the six (6) feet physical distance spacing requirements.
 - 3.27.3 Physical distancing of six (6) feet or more shall be maintained between students, between staff and students, and between all staff at all times, including during ingress and egress, before school, during any passing periods, recesses, or breaks, and after dismissal.
- 3.28 School Ingress and Egress
- 3.28.1 In order to alleviate congregation in large groups at access points before and after school:

- 3.28.1.1 School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.
 - 3.28.1.2 Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming/going to/from school during the Hybrid Learning Phase.
 - 3.28.2 Students shall not be allowed on campus more than fifteen (15) minutes before the start of In-Person Learning Support nor stay on campus more than 15 minutes after the end of In-Person Learning Support unless conducting legitimate school business.
 - 3.28.3 Game courts, play structures, and play equipment shall be cleaned and disinfected between uses.
- 3.29 Additional COVID-19 Mitigation Measures for Schools in Areas with High COVID-19 Case Rates.
- 3.29.1 The following mitigation measures will be implemented at all MDUSD schools located in cities / towns within MDUSD with greater than 200 COVID-19 cases per 100,000 over the last 14 days based on the data maintained by Contra Costa Health Services.
 - 3.29.1.1 Every classroom with in-person learning sessions shall have a portable HEPA unit.
 - 3.29.1.2 All Hybrid Educators, upon request, will be provided a touchless thermometer.
- 3.30 COVID-19 Hazards
- 3.30.1 The District shall do initial assessments of every school site and work site using the versions of “Appendix A: Identification of COVID-19 Hazards” and “Appendix B: COVID-19 Inspections” in the Districts COVID Prevention Program approved by the Board on February 24, 2021. An electronic copy of these two assessments, or of the complete data from these assessments shall be sent to the lead site rep at each school site and to the President of the Association within five business days of ratification of this MOU.
 - 3.30.2 The District shall reassess every school site and work site every 45 calendar days if the county is in any tier other than Tier 4 Minimal Yellow, using the versions of “Appendix A: Identification of COVID-19 Hazards” and “Appendix B: COVID-19 Inspections” in the Districts COVID Prevention Program approved by the Board on February 24, 2021. An electronic copy of these assessments or of the complete data from these assessments shall be sent to the lead site rep at each school site, and to the President of the Association within five (5) business days of completion.
 - 3.30.3 If the Board adopts a different version of “Appendix A: Identification of COVID-19 Hazards” and/or “Appendix B: COVID-19 Inspections” the Parties will negotiate whether Item 3.31.1 and Item 3.31.2 will still require the version adopted by the Board on February 24, 2021, or require a newly adopted version.

- 3.30.4 The estimated capacity for each classroom space, allowing for six-foot distancing, shall be shared by MDEA with the Unit Members on site prior to the start of the Hybrid Learning Phase.
- 3.30.5 All classrooms workspaces shall be measured and marked to maintain the physical distancing and workspace distancing requirement prior to the start of the Hybrid Learning Phase.
- 3.30.6 Bargaining unit members will be relocated to classrooms and workspaces that have adequate space for physical distancing, if necessary.
- 3.30.7 In order to maximize physical distancing and safety, bargaining unit members will remove personal furniture and belongings from their classroom by the first day of In-person Learning Support. Upon request, the District shall provide storage, to the extent possible, for these items until after the COVID-19 pandemic.

3.31 Air Ventilation and Filtration

- 3.31.1 Properly installed and maintained Heating, Ventilation and Air Conditioner (HVAC) systems are key to ensuring healthy indoor air quality in school learning environments. The District shall ensure all HVAC systems are operating effectively and will complete repairs or adjustments when needed.
- 3.31.2 HVAC air filters shall be equipped with MERV-13 or higher filters, and be changed quarterly. Moving forward, a districtwide spreadsheet showing the date that filters were last changed will be posted conspicuously on the Maintenance and Operations page of the District website. Before the first day of In-Person Learning Support, the filters in all HVAC units shall be MERV-13 rated or better, and shall have been changed on December 1, 2020 or thereafter.
- 3.31.3 If a bargaining unit member has a concern about the ventilation system in their workspace, they must immediately report the concern to the administration. If it is determined that the space is not safe to continue working in, the administration will provide an alternative space for the bargaining unit member to conduct their classes.
- 3.31.4 All employees shall remove or redirect personal fans to prevent blowing air from one person to another.
- 3.31.5 The District shall ensure that HVAC systems' are programmed to provide maximum outdoor air intake.
- 3.31.6 The District shall ensure that all HVAC systems are set so that exhaust air is not pulled back into the classroom from HVAC air intakes or open windows.
- 3.31.7 In all classrooms utilized for In-person Learning Support groups that do not have any openable windows to outside, the District shall use a portable high-efficiency particulate air (HEPA) unit to increase clean air.
- 3.31.8 Bargaining unit members assigned to classrooms with no openable windows that are utilized for In-person Learning Support groups will be offered alternate locations (to the extent such locations on that site exist) to meet with students that have at least two or more openable windows, or a covered outdoor space.
- 3.31.9.1 If no alternate space is available, all classrooms that do not have any openable windows to outside and that are utilized for In-person Learning Support groups,

the District shall use a portable high-efficiency particulate air (HEPA) unit to increase clean air.

3.31.10 The District shall ensure all existing exhaust fans in all restrooms are fully functional, operating at maximum capacity, and are set to remain on.

3.31.11 Bargaining unit members shall open windows or other sources of fresh air as often as is possible depending on weather, temperature, exterior noise, odor or air quality conditions. Bargaining unit members may choose to have their windows open all the time.

3.32 Testing

3.32.1 Testing for COVID-19 provides an additional tool to support safe and successful TK-12 in-person instruction. As such, the District shall provide COVID-19 testing during their working hours, at no cost, to all employees working on-site, at least every 14 days while the county is in Tier 2 Substantial Red. If bargaining unit members have to travel to an alternate work location for testing and spend their flex / prep / planning time to get tested, they shall be compensated at the certificated hourly rate, and reimbursed for mileage for up to 60 minutes.

3.32.2 To the extent required by law, the District shall offer COVID-19 testing at no cost to In Person Learning Support Students-at least every 14 days while the county is in Tier 2 Substantial Red. When the county is in Tier 3 Moderate Orange and Tier 4 Minimal Yellow there shall be no requirement to test employees or students, though the District may choose to continue testing either or both groups, at a cadence of their choosing.

3.33 People on Campus

3.33.1 Visitors to classrooms shall not be allowed without prior notice and will be permitted only when absolutely necessary and if physical distancing can be ensured. Any permitted visitor will wear appropriate PPE and adhere to physical distancing requirements. Any visitor that does not follow masking, distancing, and personal hygiene requirements in this MOU shall be removed from campus, and may be issued a 14-day stay away order.

3.33.2 The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

3.33.3 All individuals entering campus will complete a daily COVID-19 health attestation, on paper or digitally, and be notified they must follow physical distancing, face coverings and hygiene requirements.

3.33.4 All face coverings must follow District and site dress code requirements.

3.33.5 Bargaining unit members who work in shared spaces must observe physical distancing of six (6) feet and must wear a face covering at all times while in that space.

3.33.6 All Bargaining Unit Members supporting In Person Learning Support students will have digital access to their students' COVID Community Compacts and will be informed of any COVID related illnesses in their In-Person Support group.

3.33.7 Daily screening for COVID-19 symptoms and for exposure to someone with COVID-19 prior to leaving for school can prevent in-school transmission.

3.33.8 Parents/families will be provided with the list of COVID-19 symptoms and instructed to keep their child at home if the child is feeling ill or has symptoms of

COVID-19, even if symptoms are very mild, and to recommend that their ill child be tested. Students (or their parent/guardian) must attest daily to freedom from COVID-19 symptoms. Any person who acknowledges in their attestation that they have COVID-19 symptoms shall not be allowed to enter the site.

- 3.33.9 MDUSD shall have systems in place to enforce federal, state, and local health authorities' guidelines / locally bargained agreements / district rules for physical distancing, health attestation, and facial covering wearing for all persons, including all students, these systems must be published to employees and to students and their households/contacts, and they must be conspicuously on the district website and each school's website, and must be in place. Systems must include explicit procedures for responding to persons who refuse to follow physical distance, health attestation and/or facial covering guidelines/agreements /rules. This system must be followed / enforced for the duration of the Hybrid Learning Phase.
- 3.33.10 Symptoms of COVID-19 include: fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.
- 3.33.11 Students shall be directed to stay home if they have any COVID-19 symptoms and they shall be encouraged to get tested.
- 3.33.12 Staff exhibiting one (1) or more symptoms of COVID-19 shall be required to wait in the previously identified isolation / health area until they can be transported home or to a healthcare facility. They shall be transported home or to a healthcare facility as soon as practicable.
- 3.33.13 If a student is exhibiting one (1) or more symptoms of COVID-19, bargaining unit members shall immediately contact the office. Site Administration shall send someone to escort the student to the isolation / health area, and shall be required to wait in isolation / health area until they can be transported home or to a healthcare facility. They shall be transported home or to a healthcare facility as soon as practicable.
- 3.33.14 Bargaining unit member quarantine: Bargaining unit members who have had close contact at work with a person with COVID-19 shall be sent home to the extent required by current state and federal guidelines. They will be placed on paid leave for the remainder of the day. They shall self-quarantine for ten (10) days to the extent required by current state and federal guidelines . During this ten (10) days quarantine, if the employee is medically able to work, they shall be permitted to work remotely. During this period while they are working they shall receive their full pay and benefits. They will return to in-person work after 10 days if they have exhibited no symptoms. They will return to in-person work after 10 days if they have tested negative for COVID-19 from a test taken 5-7 days after last exposure.
- 3.33.15 Any person confirmed to have COVID-19 shall not be allowed on a District school or worksite until ten (10) days after they are diagnosed, and until they go twenty-four (24) hours with no fever without the use of fever-reducing medications, and their other symptoms of COVID-19 are improving.

- 3.33.16 Bargaining unit member positive test: If a bargaining unit member tests positive for COVID-19 after being in close contact at a district site with someone with COVID-19 they shall be entitled to industrial accident/illness and/or other applicable leaves until ten (10) days after they are diagnosed, and until they go twenty-four (24) hours with no fever without the use of fever-reducing medications, and until their other symptoms of COVID-19 are improving.
- 3.33.17 Bargaining unit member non work-related COVID: If a bargaining unit member who is conducting in-person learning groups gets COVID-19 and their case is believed through contact tracing to have come from somewhere other than at their work, they shall either A.) voluntarily choose to continue to work as a 100% Distance Learning Educators, and, if it is determined that their students must also quarantine, their students shall become 100% Distance Learning Students as they quarantine or B.) take some form of applicable leave until ten (10) days after they are diagnosed, and until they go twenty-four (24) hours with no fever without the use of fever-reducing medications, and their other symptoms of COVID-19 are improving.
- 3.33.18 Bargaining unit member not confirmed if work related: If a bargaining unit member gets COVID-19, and is awaiting the results of contact tracing to identify the source, they shall either A.) voluntarily choose to continue to work, but as a 100% Distance Learning Educators, and, if it is determined that their students must also quarantine, their students shall become 100% Distance Learning Students as they quarantine or B.) take some form of applicable leave until ten (10) after they are diagnosed, and until they go twenty-four (24) hours with no fever without the use of fever-reducing medications, and their other symptoms of COVID-19 are improving. If the COVID-19 case is later found to be the result of infection acquired at work, the bargaining unit member shall have any and all sick leave used restored to them, and the leave deduction will be converted to industrial accident/illness leave or other available leave.
- 3.33.19 Employees who can continue to perform their work remotely while quarantining will not have any leave time deducted from their accrued leave time whether exposed at work (or for a non-work related exposure). Any days where an employee who is approved to work remotely is too ill to work must ensure these days are marked as ill.
- 3.33.20 The District will follow Center for Disease Control <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html> guidance on quarantining for employees.
- 3.33.20.1 Specifically, the CDC guidance currently recommends that fully vaccinated people do not have to quarantine after close contact, as long as they are not symptomatic.
- 3.33.21 Individuals who test positive for COVID-19 who never develop symptoms, may not return to work or school, and may not enter a district site until ten (10) days after the date of their first positive test.
- 3.33.22 Upon notification that an employee or student who has been on campus has tested positive for COVID-19, the District shall:
- 3.33.22.1 fully carry out contact tracing procedures in conjunction with Contra Costa Health Services. The District shall follow AB685 notification

requirements to bargaining unit leaders to the extent required by state and local guidelines, direct all members of any stable groups who are identified as close contacts to the positive employee or student to quarantine for ten (10) days.

- 3.33.22.2 direct all members of any stable groups the employee or student was a part of to test 5-7 days from last exposure.
- 3.33.23 Members of a stable groups who quarantined may return to work in-person after 10 days if they have exhibited no symptoms, or (after 10 days) if they have tested negative for COVID-19 from a test taken 5-7 days after last exposure.
- 3.33.24 If a bargaining unit member is a close contact to a person with COVID-19 during the exposure period they must self-quarantine for ten (10) days. During this ten (10) days they shall become 100% Distance Learning Educators while quarantining.
- 3.33.25 If the District determines that a student has been in close contact with a person who tested positive for COVID-19, the District shall direct them to self-quarantine for ten (10) days from last exposure, and recommend testing 5-7 days from the last exposure.
- 3.33.26 In the case that individuals refuse to comply with health directives, such as the requirement to wear a mask on campus, administration will work with the individual to rectify the behavior as follows:
 - 3.33.26.1 Students
 - 3.33.26.1.1 Remind a student to put on their face covering and/or follow the health directive. Provide a face covering if they do not have one.
 - 3.33.26.1.2 If the student still does not wear their face covering and/or follow the health directive, the administrator shall contact the parent/guardian and have them speak to their child to wear a face covering and/or follow the health directive. If the student still does not wear their face covering and/or follow the health directive, the administrator shall have the student's parent/guardian come pick them up and have the student complete their learning that day through distance learning activities.
 - 3.33.26.1.3 If the student repeatedly does not wear their face covering and/or follow the health directive, the student shall be prohibited from attending in-person support sessions until the administrator contacts the parent/family to determine whether or not the student will comply or will be removed from In Person Learning Support. If, after contacting the parent/family, the student fails to follow health and safety guidelines they shall be removed from all in-person attendance for the remainder of the HLP MOU.
 - 3.33.26.2 Parents/guardians/visitors
 - 3.33.26.2.1 Parent/guardian/visitors will be reminded to put on their face covering and/or follow the health directive. They will be provided with a face covering if they do not have one.

3.33.36.2.2 If the parent/guardian/visitor still does not wear their face covering and/or follow the health directive, they will be required to leave the campus for the day.

3.33.36.2.3 If the parent/guardian/visitor repeatedly does not wear their face covering and/or follow the health directive, the administrator shall take all steps to prohibit them from campus.

3.33.26.3 Employee

3.33.26.3.1 Remind an employee to put on their face covering and/or follow the health directive. Provide a face covering if they do not have one.

3.33.26.3.2 If the employee still does not wear their face covering and/or follow the health directive, the administrator will determine the appropriate action(s).

3.34 MDEA and the District will work collaboratively to resolve any public health situations that may arise.

3.35 Human Resources

3.35.1 Use of Leaves. The parties agree that bargaining unit members who are unable to meet the expectations included in this MOU during contractual hours shall use any sick leave or personal necessity leave entitlement that they may be eligible for consistent with law and the parties' collective bargaining agreement (including family & medical leave if applicable). The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible bargaining unit members will also be entitled to any new COVID-19 Federal and/or State leave benefits should they occur and where bargaining unit members meet the requirements.

3.37 Interactive Process.

3.37.1 During the Hybrid Learning Phase (HLP), the District shall continue to provide effective, reasonable accommodations for employees with disabilities under the Federal Americans with Disabilities Act (ADA) and/or the California Fair Employment and Housing Act (FEHA). The parties acknowledge that during the pandemic there may be an increased number of bargaining unit members who need temporary reasonable accommodations. These may include, but are not limited to, continuing to perform job function virtually; specialized equipment, technology, and/or materials; or having an altered workload. To help ensure effective accommodations can be swiftly requested, identified, and provided, a streamlined interactive online process shall be implemented, wherein the District and the bargaining unit member requesting accommodations will work together.

3.37.2 Depending on the availability of remote work assignments and medical restriction documentation provided by a bargaining unit member during an interactive process with the District, the Parties agree that bargaining unit member assignments and/or transfers to remote work positions for bargaining unit members may be considered to provide reasonable accommodations to bargaining unit members with healthcare restrictions.

- 3.37.3 Streamlined Interactive Process: The bargaining unit member shall submit a written request for accommodation(s), via the District's online system, to their immediate supervisor and the district Risk Manager, or their designee, listing their requested accommodation(s), and the needs these accommodations address, along with supporting documentation from a health care provider.
- 3.37.4 The district Risk Manager, or their designee, shall review the submitted materials, and grant the accommodation or temporary accommodation, or convene an Interactive Process meeting.
 - 3.37.4.1 If the district Risk Manager, or their designee, needs clarification or more information before granting a bargaining unit member's accommodation(s), they will email the bargaining unit member for this clarification or information.
 - 3.37.4.2 The immediate supervisor and the district Risk Manager, or their designee, shall review the submitted materials, and grant the accommodation or temporary accommodation, or convene an Interactive Process meeting.
 - 3.37.4.3 If, after clarification or additional information are provided, the Risk Manager, or their designee, are unable to make an accommodation determination, a full Interactive Process shall be convened.
 - 3.37.4.4 No bargaining unit member shall have their streamlined interactive process accommodation request denied without these steps first taking place.
 - 3.37.4.5 The bargaining unit member may include their advocate / representative at any stage of this process. Nothing in this section shall prohibit a bargaining unit member from requesting and receiving a full (non-streamlined) interactive process.
- 3.37.5 Bargaining unit members who request an unpaid leave due to the risk of exposure to COVID-19 will be granted the leave.
- 3.37.6 Although bargaining unit members who serve as caregivers for individuals with underlying conditions or who are impacted by COVID-19 do not fall within the legal parameters of the interactive process, the District will consider accommodations for such bargaining unit members upon request, on a case by case basis if such work is available.
- 3.37.7 In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, an alternate assignment may be made available to them as an accommodation through the interactive process. The District may offer reasonable accommodation for employees particularly vulnerable to COVID-19.

3.38 Additional COVID-Related Leave

- 3.38.1 In the event bargaining unit members are exposed to COVID-19 or are diagnosed as having COVID-19, such bargaining unit members will be able to utilize such leaves – in accordance with the eligibility requirements – as are set out in this MOU and in the collective bargaining agreement between the District and MDEA).

3.39 Childcare

- 3.39.1 The Parties agree that, for the 2020-2021 school year bargaining unit member may bring their school age child(ren) to work with them, regardless if the child(ren) is/are [a] student(s) in the District or another district.
- 3.39.2 Prior to bringing (a) school aged child(ren) to work, the Parties agree that the bargaining unit member shall complete a liability waiver, if required by the District;
- 3.39.3 The bargaining unit member shall ensure that their child(ren) wears a face covering, maintains physical distancing;
- 3.39.4 The bargaining unit member shall supervise their children at all times;
- 3.39.5 The presence of the bargaining unit member's children must not prevent the bargaining unit member from performing their duties or impact other staff members' work duties.

SECTION IV-NON CLASSROOM BARGAINING UNIT MEMBERS

4.1 Clarification of Non-Classroom Teacher Bargaining Unit Member Positions in the Hybrid Model

- 4.1.1 Non-classroom teacher bargaining unit members who are 100% Distance Learning Educators may volunteer to work with In-person Learning Support groups. Non-classroom teacher bargaining unit members who are service providers may choose to work in-person with students.
 - 4.1.1.1 In emergency circumstances, non-classroom bargaining unit members may be assigned temporarily to work with in-person learning support groups. Prior to assigning a non-classroom teacher to work with in-person learning support groups, the administrator will seek volunteers for such work. If there are no volunteers, a non-classroom teacher from the site will be assigned.
 - 4.1.1.2 If any bargaining unit member substitutes/covers for another bargaining unit member they shall receive any and all applicable pay outlined in the Collective Bargaining Agreement, including in 9.8.2 and 9.8.3
- 4.1.2 During the HLP all Non-Classroom Teacher bargaining unit members shall remain 100% Distance Educators. Non-Classroom Teacher bargaining unit members may choose to work remotely, or from their assigned site(s).
- 4.1.3 Bargaining unit members in sections 4.1.4-4.1.14.1 below:
 - 4.1.3.1 shall be provided a workspace that meets all the cleaning, disinfecting, and safety requirements of this MOU, including having plexiglass barriers and six feet of physical distance between all people.
 - 4.1.3.2 may volunteer to meet with students in-person and they shall exercise their professional autonomy in deciding which students they will meet with in-person and which they will meet with virtually.

- 4.1.3.3 may be required to meet in person with students in accordance with Section 4.1.5 to 4.8.
- 4.1.4 Librarians:
 - 4.1.4.1 Schedules will be developed in collaboration with administration and teachers.
 - 4.1.4.2 Elementary Librarians shall follow a virtual push-in model or small group instruction based on the needs of the students/site (remotely in order to minimize exposure and contacts).
 - 4.1.4.3 Librarians may meet virtually with classes without teachers in the videoconference.
 - 4.1.4.4 Librarians will develop a contactless check out system to allow students to access materials during the HLP.
 - 4.1.4.5 During the HLP, Librarians are not “prep providers,” but may be scheduled to do virtual push in sessions during daily live interaction, Virtual Learning Support sessions, or asynchronous portions of the school day.
- 4.1.5 Elementary Vocal & Instrumental Music teachers:
 - 4.1.5.1 Schedules will be developed in collaboration with administration and teachers.
 - 4.1.5.2 Elementary Vocal & Instrumental Music teachers shall follow a virtual push-in model or small group instruction based on the needs of the students/site remotely in order to minimize exposure and contacts.
 - 4.1.5.3 Elementary Vocal & Instrumental Music Teachers may meet with classes without teachers in the videoconference.
 - 4.1.5.4 During the HLP, Elementary Vocal & Instrumental Music Teachers-are not “prep providers,” but may be scheduled to do virtual push in sessions during daily live interaction, Virtual Learning Support sessions, or asynchronous portions of the school day.
- 4.1.6 Speech Language Pathologists:
 - 4.1.6.1 Speech Language Pathologists will follow the assigned school(s)’ bell schedule, with flexibility to make appropriate changes, will provide required services during daily live interaction, Learning Support sessions, or asynchronous portions of the school day and will be required to perform a variety of tasks including:
 - 4.1.6.1.1 provide all required services as detailed in the Emergency Circumstances Program / Distance Learning Plan of the students on their caseload via online platforms, with parent/family agreement or in person, via push-in or individual or small group services. Equipment and training will be provided as required to provide these services.
 - 4.1.6.1.2 collaborate with teachers on learning modifications and accommodations

- 4.1.6.1.3 provide general education teachers and other special education providers with information regarding IEPs for students on their caseload
- 4.1.6.1.4 complete initial assessments and triennial reviews. Should testing need to occur, remote testing platforms will be available for use with parent agreement. In-person assessments will follow the health and safety protocols outlined in section 5.9.
- 4.1.6.1.5 prepare and hold IEPs as required
- 4.1.6.1.6 respond to email from parents and staff regarding students' IEPs
- 4.1.6.2 Speech Language Pathologists shall be provided with an online assessment platform to reduce sharing and exchange of materials.
- 4.1.6.3 The speech-language service minutes needs of students may be adjusted with use of an Emergency Circumstances Program (IEP) / Distance Learning Plan amendment to the IEP to reflect benefits and potential harmful effects of services in the distance learning format (with parent consent).
- 4.1.6.4 Speech Language Pathologists may recommend services be provided through a variety of models, including push-in, direct services, small group, or pull-out models by utilizing the Emergency Circumstances Program / Distance Learning Plan amendment in the IEP process to reflect benefits and potential harmful effects of services in the distance learning format (with parent consent).

4.1.7 Counselors:

- 4.1.7.1 Counselors will be required to perform a variety of tasks during the Hybrid Learning Phase including:
 - 4.1.7.1.1 May provide in person and/or online counseling resources and Social Emotional Learning Lessons, activities and resources for students and families
 - 4.1.7.1.2 Work with site leaders and staff to support in person and/or distance learning efforts, including outreach to unengaged students.
 - 4.1.7.1.3 Maintain a collective schedule of in-person and virtual support hours to cover the school day
 - 4.1.7.1.4 Provide consultation and counseling for small groups
 - 4.1.7.1.5 Provide social skills support groups for small groups
 - 4.1.7.1.6 Assist students in college and career exploration and developing a 4-year plan
 - 4.1.7.1.7 Work to seek solutions for students with potential credit deficiencies
 - 4.1.7.1.8 Provide support and guidance to staff on Social Emotional Learning, trauma informed practices, culturally responsive environment and engagement
 - 4.1.7.1.9 Provide support and guidance to parents on social emotional health, academic advisement, college and career planning and supporting students in distance learning

- 4.1.7.1.10 Attend required professional development
- 4.1.7.1.11 Collaborate and connect with other support providers at the site
- 4.1.7.1.12 Counselors may work with the administrator to craft a staggered schedule for themselves that could include reaching out to parents and/or students outside of bell schedule hours. No Counselor shall be regularly scheduled to work outside of bell schedule hours.

4.1.8 Nurses:

- 4.1.8.1 School Nurses will perform the essential functions of their position as designated in their job descriptions and the collective bargaining agreement.
- 4.1.8.2 Nurses shall have an office / workspace. This workspace shall not be used as the COVID isolation / health area.
- 4.1.8.3 Nurses shall not be responsible for staffing the isolation / health area.
- 4.1.8.4 Nurses shall be provided with fit-tested N-95 masks.

4.1.9 ELD Support Teachers:

- 4.1.9.1 Schedules will be developed in collaboration with administration and teachers.
- 4.1.9.2 ELD Support Teachers shall follow a virtual push in model and/or provide virtual small group instruction based on the needs of the students/site remotely in order to minimize exposure and contacts. ELD Support Teachers may choose to meet with students in-person.

4.1.10 Resource Specialists:

- 4.1.10.1 Elementary Resource Specialists shall continue providing virtual support but may also, on a case-by-case basis, be required to provide in person services if the student is not able to benefit from virtual support as outlined in an Emergency Circumstances Program / distance learning plans.
- 4.1.10.2 Secondary Resource Specialists shall provide services as scheduled and may be assigned to work with students in In Person or Virtual Learning Support groups. If a Secondary Resource Specialists is assigned an In-Person Learning Support group, every attempt will be made for that group to be composed only of students on their caseloads.
- 4.1.10.3 Resource Specialists will follow the assigned schools Bell Schedule and will be required to perform a variety of tasks during the hybrid model including:
 - 4.1.10.3.1 provide services listed in Emergency Circumstances Program / distance learning plans
 - 4.1.10.3.2 provide daily live interaction to the same extent as their grade level peers, inclusive of time spent in virtual push ins.
 - 4.1.10.3.3 collaborate with other teachers on learning modifications and accommodations

- 4.1.10.3.4 provide general education teachers and other special education providers with information regarding IEPs for students on their caseload
 - 4.1.10.3.5 complete initial and triennial reviews. Should assessment need to occur, online options will be available with parent agreement. The In-person assessments will follow the health and safety protocols outlined in section 5.9.
 - 4.1.10.3.6 prepare and hold IEPs as required
 - 4.1.10.3.7 respond to email from parents and staff regarding students' IEPs.
 - 4.1.10.3.8 Elementary Resource Specialists / Intervention Teachers providing 1:1 instruction via a distance learning platform shall establish the level of service via a Distance Learning Plan through the IEP process with parent consent.
- 4.1.11 Alternative Education
- 4.1.11.1 Horizons CIS and other home study programs will continue to schedule and meet with students 1:1 both in-person and/or virtually in order to meet the duties of their position.
 - 4.1.11.2 Alternative Education classroom instruction sizes, and Independent Study, and Home Study caseloads are not to exceed 25 students per teacher. This agreement is non-precedent setting.
 - 4.1.11.3 Re-engagement strategies are of an increased importance in alternative education settings, and if there is no contact/communication with a student/family over the course of a week of distance learning after teacher has made efforts to engage with student and family, teachers will refer to/alert attendance liaisons, CWAs, administration, and/or counselors for follow-up with the student/family.
 - 4.1.11.4 Alternative Education bargaining unit members who are classroom teachers shall follow the sections of this MOU that address classroom teachers, including working with In-Person Learning Support and Virtual Learning Support groups.
- 4.1.12 Teachers on Special Assignment (TOSAs):
- 4.1.12.1 TOSAs will have autonomy to schedule their day in order to meet the duties of their position. Schedules will be approved by their District supervisor.
- 4.1.13 Adaptive Physical Education Teachers:
- 4.1.13.1 Adaptive Physical Education teachers will perform the essential functions of their position as designated in their job descriptions and the collective bargaining agreement.
 - 4.1.13.2 All Adaptive Physical Education equipment will be used, cleaned, and disinfected according to the terms of this MOU.
- 4.1.14 Intervention Teachers

4.1.14.1 Intervention Teachers will follow the assigned school(s)' bell schedule and will be required to perform a variety of tasks within their job description and duties during the Hybrid Learning Phase. Intervention Teachers shall continue providing virtual support but may also, on a case by case basis, be required to provide in person services if the student(s) is not able to benefit from virtual support.

4.2 Special Day Class Teachers

4.3.1 Special Day Class Teachers will follow bell schedule in Appendix A and will be required to perform a variety of tasks during the hybrid model including:

- 4.3.1.1 provide services listed in Emergency Circumstances Program / distance learning plans
- 4.3.1.2 provide daily live interaction to the same extent as their grade level peers
- 4.3.1.3 collaborate with other teachers on learning modifications and accommodations
- 4.3.1.4 provide general education teachers and other special education providers with information regarding IEPs for students on their caseload
- 4.3.1.5 complete triennial reviews. Should assessment need to occur, remote testing platforms will be available for use with parent agreement. In-person assessments will follow the health and safety protocols outlined in section 4.6
- 4.3.1.6 prepare and hold IEPs as required
- 4.3.1.7 respond to email from parents and staff regarding students' IEPs.
- 4.3.1.8 SDC Teachers providing 1:1 instruction via a distance learning platform shall establish the level of service via a Distance Learning Plan through the IEP process with parent consent.

4.3.2 SDC Teachers working in a special education classroom shall not work in the classroom with or provide services in-person with more than 28 other people – adults and students - over any three-week period.

4.3.3 All Daily Live Interaction SDC rosters shall stay the same during the HLP, to the extent possible.

4.3.4 All In-person Learning Support time for SDC students will be with an SDC teacher or mainstream teacher, whose class they are already enrolled in, as outlined in the Emergency Circumstances Program / distance learning plans and only then if they will only be a member of a stable group consistent with physical distancing guidelines.

4.4 College Now educators will provide In-person Learning Support groups with their students following all physical distancing guidelines. They will continue providing at least 120 minutes of Daily Live Interaction to their students. Other details of when and

where they meet with students will be at the discretion of the bargaining unit members and aligned with the Diablo Valley College program schedule.

4.5 Itinerant Deaf and Hard of Hearing Teachers:

4.5.1 Deaf and Hard of Hearing program educators will provide required services during daily live interaction, in person support, and/or asynchronous portions of the school day and will be required to perform a variety of tasks within their job description and duties during the Hybrid Learning Phase

4.6 In-Person Assessment.

4.6.1 There are legally mandated student assessments that must be conducted in-person by Members. To ensure that the Parties are meeting the needs of all students in regards to assessments, legally mandated assessments shall be conducted using the following safety protocols.

4.6.1.1 The testing location must allow for at least six feet of distancing between the assessor and the student, with a plexiglass barrier between the student and the assessor, while also allowing for room to move around the space.

4.6.1.2 Only one person, a parent/guardian of a student who requires on site testing, will be allowed to accompany a test taker on site. The parent/guardian will complete a COVID-19 health attestation and be notified they must follow physical distancing, face coverings and hygiene requirements.

4.6.1.3 Everyone must observe proper physical distancing and preventative personal hygiene, which includes washing/sanitizing their hands, covering every cough and sneeze, and immediately disposing of tissues.

4.6.1.4 Assessors 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 amount of disposable gloves (for cleaning or first aid or providing medical procedures).

4.6.1.5 Testing areas 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 31 inches in width, or b.) 3-sided.

4.6.1.6 The testing location shall have a functioning HVAC system with appropriate filter or a portable air filter / purifier.

4.6.1.7 Any materials used for assessment by any student, or by different assessors, that cannot be sanitized shall be securely stored and not handled for 72 hours prior to its next use.

4.6.1.8 The testing location shall be kept free of clutter to facilitate efficient and regular cleaning.

4.6.1.9 If an appropriate setting is available outdoors, the assessor can make the determination to use the outdoor setting for conducting testing. The setting should be free from distractions and provide a confidential environment able to accommodate six-foot physical distancing while also minimizing the impact on the validity of test results.

- 4.6.1.10 No materials or surfaces will be used or reused by students until staff have cleaned and sanitized all the utilized surfaces and materials. Custodial staff cleaning of all utilized or touched surfaces (e.g. table, desk, chair, barrier, door knobs) will occur in between assessments, if requested.
 - 4.6.1.11 Testing Rooms will also be cleaned and sanitized at the end of the day by Custodial staff. Staff will determine what testing materials require cleaning or non-use and 72-hour storage.
- 4.7 Job Shares
 - 4.7.1 Members who are in job share assignments will meet and present shared responsibilities, schedules and calendars for consideration and approval by the site principal.
- 4.8 Final Exams
 - 4.8.1 Individual School sites in Secondary Education will develop final exam schedules that meet the minimum daily instructional minute requirements included in SB 98.
- 4.9 Hybrid Model Components
 - 4.9.1 Platforms. During implementation of the Hybrid Model, the Parties agree that members will continue to utilize the Google Classroom or Seesaw (TK-2) platform for distance learning purposes. For the purposes of synchronous activity for students who are in-person and for those who are learning in a remote environment, members will use the District provided application(s) for video conferencing (currently Zoom or Google Meet).
 - 4.9.2 Administrator Access to Asynchronous and Synchronous Distance Learning and In-Person Classroom Observations and Visitations
 - 4.9.2.1 Google Classroom Access. Members must manually add school administrators as a student in each of their Google Classrooms. The purpose of this access is for administrators to be aware of the distance learning experiences of students and members, and to provide support to members as needed. Members will provide the links to Zoom and/or Google Meet. Assignments shall be posted in the Google Classroom or Aeries. If an administrator accesses the Google Classroom, the expectation is that they send an email to the teacher indicating such access by providing feedback, if any.
 - 4.9.2.2 Live Virtual Platform Access. The Parties agree that school and/or program administrators shall be provided with access to observe all distance learning platforms.
 - 4.9.3 Student In-Person and Digital Citizenship and Online Behavioral Intervention.
 - 4.9.3.1 The Parties agree that guidelines and strategies for in-person and digital citizenship and online behavioral intervention will be provided to both staff and parents.
 - 4.9.4 Digital Software/Platforms.
 - 4.9.4.1 The District will develop and implement a process for the recommendation, approval, access, and training of the best practices, digital platforms, streamlining of this process, whenever possible.

- 4.9.5 In-Person Classroom Observations and Visitations.
 - 4.9.5.1 Procedures and protocols for site and program administrators to observe in-person classroom instruction will resume consistent with the collective bargaining agreement. All health and safety protocols will be followed.
- 4.9.6 Collaboration Platforms.
 - 4.9.6.1 The Parties agree that staff may collaborate as necessary and appropriate in compliance with all laws including all student privacy and confidentiality laws (FERPA/CIPA). In addition, collaboration meetings by members will be conducted in a manner that adheres to federal, State and local orders, and guidelines.
- 4.9.7 Staff Meetings.
 - 4.9.7.1 Staff meetings shall be scheduled according to the existing calendar. It is the expectation that staff check District email during the work day. In emergency situations, a meeting may be called, but not required, with less than twenty-four (24) hour notice during the work week. Staff meetings will continue to be held using Zoom/ Google Meet/Microsoft Teams.
- 4.10 Equipment/Training.
 - 4.10.1 The District shall provide ongoing professional learning opportunities for the purposes of enhancing members' skills in delivering instruction through the Hybrid Model. In the case that connectivity issues increase and interfere with instruction, the District and MDEA shall negotiate to determine a solution.
 - 4.10.2 The District shall provide all necessary equipment for bargaining unit members to deliver distance learning from District school sites. This includes ensuring all bargaining unit members have a district laptop. Bargaining unit members may take their District provided equipment from their work site in order to work remotely. Check-out and inventory control procedures shall be followed for any item subject to such procedures. In the event a bargaining unit member does not have access to the necessary equipment to deliver distance learning, the bargaining unit member will immediately notify their site administrator of that situation. Bargaining unit members shall not be liable for damage to district equipment when it is used for District work purposes, but are otherwise responsible for the equipment. If a bargaining unit member chooses to provide printed materials to students, they will follow existing processes, or newly instituted processes, and the District shall be responsible for printing and making arrangements for the distribution of such materials to students.
 - 4.10.3 The District shall ensure bargaining unit members have the appropriate technology support and access in their District classroom / District office space / District workspace to adequately provide distance learning. Bargaining unit members who work from home will ensure they are able to adequately provide distance learning, and if contact with their devices is necessary to enable technology support and/or access it will happen at a District site.

4.11 During the HLP, the District will provide a safe, clean school/district location to work with connectivity and access to district technology, printers, and phone lines bargaining unit members can use to communicate with students and their families.

4.12 No bargaining unit member shall be required to pay out of pocket for any training or professional development required by the District during the HLP.

4.13 Upon request from a bargaining unit member, site administration and other site support staff will support the bargaining unit member in connecting with students who are not connecting regularly to distance learning during the HLP.

4.14 All class size and caseload agreements in the Collective Bargaining Agreement will continue to apply. This includes class size and caseload maximums and class size and caseload overages.

4.15 Members shall input student attendance daily in Aeries based upon students' participation in synchronous Distance Learning, Learning Support sessions, and/or work submission, and bargaining unit members shall complete weekly engagement logs as required by SB 98.

4.16 As of now, the following shall be the expectations, insofar as practicable, related to grading and lesson delivery during the HLP:

4.16.1 Bargaining unit members will check their district email at least twice a day, and respond within twenty-four (24) hours.

4.16.2 The District will provide links to online resources, training modules on online learning platforms (ex. SeeSaw, Google Classroom).

4.16.3 Classroom teachers shall provide students on their rosters daily live interaction with the teacher and class peers, for the purposes of instruction, progress monitoring, and maintaining school connectedness. They shall have autonomy in determining what form this daily live interaction will take.

4.16.4 Bargaining unit members will use the following platforms for which the district will provide the program, support, and training:

4.16.4.1 SeeSaw

4.16.4.2 Google Classroom

4.16.5 The District shall provide bargaining unit members with access to Basic Zoom. If a bargaining unit member desires to use a platform different from those identified in 4.16.4.1 and 4.16.4.2, the bargaining unit member shall contact their Site Administrator for prior approval to use the platform. Any approval for any platform granted during the Distance Learning Phase of the 2020-2021 school year shall continue to apply. The District shall not be required to provide access to the platform, support or training. The District shall ensure that a list of platforms, apps, software programs, and communication tools that are in compliance with state/federal privacy laws, HIPAA and FERPA compliance for use with students is updated regularly and available conspicuously on the district

website. Bargaining unit members will be able to submit additional resources to TIS to be vetted for inclusion on the posted list.

4.16.6 Bargaining unit members will have the flexibility to supplement the district platforms/purchased programs with TIS Department Director pre-approved platforms, apps, websites, software programs, and communication tools they choose from the list referenced in 4.16.5 above, for distance learning, including daily live interaction and IEPs at their own discretion and expense. Bargaining unit members cannot be required to conduct live video which depicts their likeness over their objection. The District shall aggressively promote and enforce Ed. Code 51512 (which prohibits parents or students from recording teachers) to students and parents and guardians.

4.17 If, for the duration of the HLP, the District seeks to implement any distance or limited on-campus program beyond that described herein involving any changes to bargaining unit members' working conditions, workload, caseload, discipline, evaluation, wages, hours of employment, and other terms and conditions of employment, and any impacts or effects associated with these changes for bargaining unit members they must be negotiated by the District and the Association before they can be implemented. This negotiation will take place as soon as possible. Bargaining unit members being asked to provide new distance or limited on-campus programs will be adequately trained and provided with the required materials, access, and equipment prior to implementation to the extent they have not already been provided to them by the District.

4.18 The District shall follow the law (SB 1159) setting forth the parameters for presumptions that an employee's illness related to coronavirus is an occupational injury and therefore eligible for workers' compensation benefits.

SECTION V - STAFF TRAINING, GENERAL TERMS, AND METRICS

5.1 Training

5.1.1 The following topics about COVID-19 and how to prevent its transference shall be presented to all bargaining unit members during the third day before In-person Learning Support begins via the following a CalOSHA training video.

<https://trainingacademy.dir.ca.gov/covid-19-training-for-california-workers-1>

5.1.1.1 In this video, all staff will be trained in the following areas:

- COVID Symptoms and How it is Spread
- Physical Distancing
- Face Coverings and PPE
- Hand Hygiene
- Cleaning and Disinfection
- Government Sponsored Leave Benefits

- 5.1.2 Bargaining unit members will also be provided information on District COVID-19 processes and procedures including the topics below:
 - 5.1.2.1 A review of the site cleaning protocols
 - 5.1.2.2 Health screening protocols and procedures
 - 5.1.2.3 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school
 - 5.1.2.4 Position specific physical distancing requirements, personal protective equipment, and stable groups protocols
 - 5.1.2.5 Cleaning and disinfecting protocols, including proper cleaning of face shields, cleaning supplies and equipment
 - 5.1.2.6 Up-to-date information regarding COVID-19 related benefits to which the employee may be entitled under applicable federal, state, or local laws
 - 5.1.2.7 (If applicable) COVID-19 accommodations, modifications, or assistance for students with special healthcare needs or disabilities, and policies on how people who are exempted from wearing a face covering will be addressed.
 - 5.1.3 The District will utilize the resources available by its insurance and third-party vendors to provide safety related training related to COVID-19.
 - 5.1.4 The District shall provide as much reasonable advance notice as possible to all bargaining unit members of required training hours not already provided for in the CBA. Any training hours beyond site time shall be paid at the certificated hourly rate.
 - 5.1.5 Training completion will be documented.
 - 5.1.6 The District shall make all training materials, including trainer's materials, available digitally to all bargaining unit members, to assist them in using those materials with students, if they apply to students.
- 5.2 The District shall provide to all bargaining unit members in the five most common languages spoken by MDUSD students and their parents / guardians digital communication materials that the District will distribute to students and other digital communication materials designed to be distributed to parents/guardians about everyday behaviors that reduce the spread of COVID-19.

5.3 COMMUNICATION

- 5.3.1 This Memorandum of Understanding and its content will be communicated broadly by the District administration to all employees.
- 5.3.2 Bargaining unit members agree not to accept or continue in any job, consulting work, volunteer work, directorship, or employment during the bargaining unit member's working hours as specified in the CBA, without the prior written approval of the Chief, Human Resources (see Government Code 1126 and MDUSD board policies).
- 5.3.3 All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting, and will apply

during the hybrid learning phase ending June 30, 2021, and may be extended and/or amended into the 2021-2022 school year with the agreement of both Parties.

- 5.3.4 All components of this MOU will be in effect for Summer School and Extended School Year with the exception of the following:
 - 5.3.4.1 Summer School and Extended School Year calendars and schedules will be developed by the District, based on student need, and will include the options for distance learning, hybrid and in-person instruction.
 - 5.3.4.2 Summer School and Extended School Year schedules will not follow daily live interaction or minimum instructional minutes listed in this MOU.
 - 5.3.4.3 Summer School and Extended School Year is considered extra work and will not be required nor guaranteed to bargaining unit members.
 - 5.3.4.4 Summer School and Extended hiring and compensation will comply with the CBA.
 - 5.3.4.5 Summer School and Extended School Year will follow Articles 20 & 26 in the current Collective Bargaining Agreement.
 - 5.3.4.6 When bargaining unit members are offered Summer School or Extended School Year positions, the district will inform them of the maximum number of students that will be in their stable group, the daily schedule, and the number of Daily Live Interaction minutes that will be required.
- 5.4 Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.

5.5 EVALUATION

- 5.5.1 The “Article 11 Evaluation – Distance Learning MOU # 44” agreed to and signed by the Parties on November 13, 2020 shall fully apply during the HLP.

SCHOOL CLOSURE

- 5.6 School Re-Opening and Potential Re-Closure
 - 5.6.1 School Re-Opening: MDEA and MDUSD stand for the health and safety of every MDUSD student, student’s household members, and all employees, with a focus on equitable educational opportunities for students. The Hybrid Learning Phase will begin when the following metrics are met:
 - 5.6.1.1 Contra Costa county shall be at Tier 2 Substantial Red on the state of California’s framework.
 - 5.6.1.2 Contra Costa Health Services public health measures for re-opening to on-campus instruction must be met.
 - 5.6.1.3 Bargaining unit members have the opportunity to be vaccinated.
 - 5.6.1.4 Contra Costa County has met the metrics established by the California Department of Public Health (CDPH) for schools to reopen.

- 5.6.2 Re-Closure: If these community health metrics and protocols are met, and schools re-open in any way to on-campus instruction, and then these health metrics revert to the Tier I Widespread Purple levels, the District and MDEA will meet and confer the impact on this MOU, and the MDUSD board approves that schools will be re-closed to all on-campus instruction, and MDUSD will return to a full Distance Learning Phase, and will remain there until all the metrics in 5.6 are re-met, and the MDUSD-MDEA Distance Learning Phase MOU dated July 31, 2020 shall return to full effect through.
- 5.7 If any bargaining unit member is directed to be absent from their specific school or worksite by order of any Federal, State, or local agency, including the District, the bargaining unit member shall also receive full pay and benefits for so long as the Federal, State, or local agency, including the District, requires and or recommends the closure of the school or work-site to employees at that location, and the bargaining unit members shall continue to provide HLP services remotely. In such cases, the District will ensure bargaining unit members have the materials needed to continue to provide HLP services remotely. No bargaining unit member will be charged sick leave or docked pay due to a school or entire worksite being closed to employees for health and safety reasons, where the bargaining unit member continues to provide the HLP services remotely.
- 5.8 Bargaining unit members will be allowed to apply for leaves of absence at any time during the HLP.
- 5.9 New Staff Orientations: The District will continue to follow the terms of Article 2, tailoring new staff orientations to a virtual setting.
- 5.10 The District shall communicate school closures to bargaining unit members at that site as applicable. Such communication shall be by email and may also be by “robo-call” to all bargaining unit members.
- 5.11 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.
- 5.12 If there are changes or updates to the State of California “COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs,” or to orders issued by the DOE, CDC, CDPH, CDE, Cal-OSHA, CCHS, or CCCOE that substantially change working conditions, and upon the request of MDEA, the Parties agree to meet as soon as possible to negotiate the impact and effects. Within 3 work days of their knowledge of these changes or updates, the parties will agree upon the date for the first of these negotiation sessions.

- 5.13 This memorandum of understanding and its content will be communicated consistently and broadly by the District administration to every site administrator, and all employees.
- 5.14 Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
- 5.14 This MOU is subject to ratification by the District’s Governing Board and MDEA.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Linda Ortega

Dr. John Rubio

Date _____

Date _____

Appendix A – Hybrid Learning Default Bell Schedules

Functioning under the following bell schedules, bargaining unit members shall have autonomy in determining how to structure instructional minutes; that includes autonomy in determining what form daily live interaction will take.

Bargaining Unit Members will use “Flex / Prep/ Planning” time to:

Plan lessons, course content, independent assignments, daily live interaction, etc.; Prepare materials; Monitor student progress; Grade student work; Respond to emails / communicate with families; Hold IEPs, 504s, SST and CARE team meetings; Engage in Professional Development; Collaborate with Families; Collaborate with Site Personnel

Appendix A – Hybrid Learning Default Bell Schedules

Default Bell Schedule – Elementary – Grades TK-K

Teachers will include one 15-minute break within their daily “Distance Learning Instructional Block.”

	Mon.	Tues.	Wed.	Thurs.	Fri
8:00-9:00	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
9:00-11:30	Distance Learning Instructional Block (Daily Live Interaction including ELD Instruction)	Distance Learning Instructional Block (Daily Live Interaction including ELD Instruction)	Daily live interaction & Daily Participation and progress Monitoring	Distance Learning Instructional Block (Daily Live Interaction including ELD Instruction)	Distance Learning Instructional Block (Daily Live Interaction including ELD Instruction)
11:30-12:00	Lunch	Lunch	Lunch	Lunch	Lunch
12:00-12:30	Transition Time	Transition Time	12:30-1:55 Flex / Prep / Planning	Transition Time	Transition Time
12:30-2:55	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)	1:55-2:55 Meeting	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)

100% Distance Learning Students and Hybrid Learning Students will participate in Daily Live Interaction during the “Distance Learning Instructional Block.” Teachers will exercise their professional autonomy to provide 90 minutes of Daily Live Interaction M,T,Th, F, and 45 minutes on Wed during a time of their choosing during the “Distance Learning Instructional Block.”

Hybrid Learning Students will be on campus two days a week (Mon. & Tues. or Thurs. & Fri.) 145 mins. each of these days with the exception of the students identified as Special Education, students with 504 plans, foster youth, homeless youth, English language learners and those with chronic absenteeism may attend up to four days per week based on space available. There shall be no In-Person Learning Support groups on Wednesday. Monday & Tuesday Group A students

are on-campus and Group B students are working at home asynchronously. Thursday & Friday Group B students are on-campus and Group A students are working at home asynchronously.

All Hybrid Learning Educators and 100% Distance Learning Educators will each have assigned students for the afternoon learning support session.

100% Distance Learning Students will each be assigned to a 100% Distance Learning Educator they may work with during Virtual Learning Support sessions. These sessions will occur Mon, Tues, Thurs, and Fri during the 145-minute session in the afternoons.

Time labeled learning support is teacher-directed time which may include, but not be limited to provide small group support, intervention support, tutoring, adult-student check in/connection time, and to follow up with targeted students from morning instruction. The bargaining unit member will post links and access information on Google classroom, and/or Seesaw.

During “Transition time,” teachers may be assigned supervision (according to the terms in the CBA). If they are not assigned supervision, this time is flex / prep / planning time.

Each day of the week 100% Distance Learning Students will be assigned work in an amount that ensures they are receiving a total of 180 instructional minutes a day (synchronous and asynchronous combined). On days they are not scheduled for In-person Learning Support, Hybrid Learning Students will be assigned asynchronous work in an amount that ensures they are receiving a total of 180 instructional minutes a day (synchronous and asynchronous combined).

Re: bell schedule changes: see Section 2.5 of this MOU.

Appendix A – Hybrid Learning Default Bell Schedules

Default Bell Schedule – Elementary – Grades 1-5

Teachers will include one 15-minute break within their daily “Distance Learning Instructional Block.”

	Mon.	Tues.	Wed.	Thurs.	Fri
8:00-9:00	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
9:00-11:30	Distance Learning Instructional Block (Daily Live Interaction including ELD Instruction)	Distance Learning Instructional Block (Daily Live Interaction including ELD Instruction)	Daily live interaction & Daily Participation and progress Monitoring	Distance Learning Instructional Block (Daily Live Interaction including ELD Instruction)	Distance Learning Instructional Block (Daily Live Interaction including ELD Instruction)
11:30-12:00	Lunch	Lunch	Lunch	Lunch	Lunch
12:00-12:30	Transition Time	Transition Time	12:00-1:55 Flex / Prep / Planning 1:55-2:55 Meeting	Transition Time	Transition Time
12:30-2:55	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)		In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)

100% Distance Learning Students and Hybrid Learning Students will participate in Daily Live Interaction during the “Distance Learning Instructional Block.” Teachers will exercise their professional autonomy to provide 120 minutes of Daily Live Interaction M,T,Th, F, and 60 minutes on Wed during a time of their choosing during the “Distance Learning Instructional Block.”

Hybrid Learning Students will be on campus two days a week (Mon. & Tues. or Thurs. & Fri.) 145 mins. each of these days with the exception of the students identified as special education, students with 504 plans, foster youth, homeless youth, English language learners and those with chronic absenteeism may attend for four days per week based on space available. There shall be

no In-person Learning Support groups on Wednesdays. Monday & Tuesday Group A students are on-campus and Group B students are working at home asynchronously. Thursday & Friday Group B students are on-campus and Group A students are working at home asynchronously.

All Hybrid Learning Educators and 100% Distance Learning Educators will each have assigned students for the afternoon learning support session.

100% Distance Learning Students will each be assigned to a 100% Distance Learning Educator they may work with during Virtual Learning Support sessions. These sessions will occur Mon, Tues, Thurs, and Fri during the 145-minute session in the afternoons.

Time labeled learning support is teacher-directed time which may include, but not be limited to provide small group support, intervention support, tutoring, adult-student check in/connection time, and to follow up with targeted students from morning instruction. The bargaining unit member will post links and access information on Google classroom, and/or Seesaw.

During “Transition time,” teachers may be assigned supervision (according to the terms in the CBA). If they are not assigned supervision, this time is flex / prep / planning time.

Each day of the week 100% Distance Learning Students will be assigned work in an amount that ensures they are receiving a total of 240 instructional minutes a day (synchronous and asynchronous combined). On days they are not scheduled for In-person Learning Support, Hybrid Learning Students will be assigned asynchronous work in an amount that ensures they are receiving a total of 240 instructional minutes a day (synchronous and asynchronous combined).

Re: bell schedule changes: see Section 2.5 of this MOU.

Appendix A – Hybrid Learning Default Bell Schedules
 Default Bell Schedule – Middle School – 8 Period Schedule

	Mon.	Tues.	Wed.	Thurs.	Fri.
8:00-8:30	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
8:30-9:15	^1 DLI	^5 DLI	Daily live interaction with Wed. DLI groups*	^1 DLI	^5 DLI
9:20-10:05	^2 DLI	^6 DLI		^2 DLI	^6 DLI
10:05-10:15	Break	Break		Break	Break
10:20-11:05	^3 DLI	^7 DLI		^3 DLI	^7 DLI
11:10-11:55	^4 DLI	^8 DLI		^4 DLI	^8 DLI
11:55-12:25	Lunch	Lunch	Lunch	Lunch	Lunch
12:25-12:55	Student transition time Educator flex / prep / planning time	Student transition time Educator flex / prep / planning time	12:25-2:00 Flex / Prep / Planning 2:00-3:00 Meeting	Student transition time Educator flex / prep / planning time	Student transition time Educator flex / prep / planning time
12:55-3:00	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support Office Hours (DLE)/	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support Office Hours (DLE)/		In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support Office Hours (DLE)/	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support Office Hours (DLE)/

100% Distance Learning Students and Hybrid Learning Students will participate in Daily Live Interaction during the morning DLI periods. Teachers will exercise their professional autonomy to provide 120 minutes of Daily Live Interaction M,T,Th, F, and 60 minutes on Wed during this time. (Teachers will provide less than 120 minutes on days they have their prep period.)

Hybrid Learning Students will be on campus two days a week (Mon. & Tues. or Thurs. & Fri.) 125 mins. each of these days with the exception of the students identified as special education, students with 504 plans, foster youth, homeless youth, English language learners and those with chronic absenteeism may attend for four days per week based on space available. There shall be no In-person Learning Support groups on Wednesdays. -Monday & Tuesday Group A students

are on-campus and Group B students are working at home asynchronously. Thursday & Friday Group B students are on-campus and Group A students are working at home asynchronously.

All Hybrid Learning Educators and 100% Distance Learning Educators will each have assigned students for the afternoon learning support session.

100% Distance Learning Students will each be assigned to a 100% Distance Learning Educator they may work with during Virtual Learning Support sessions. These sessions will occur Mon, Tues, Thurs, and Fri during the 125-minute session in the afternoons.

Time labeled learning support is teacher-directed time which may include, but not be limited to, providing small group support, intervention support, tutoring, adult-student check in/connection time, and to follow up with targeted students from morning instruction. The bargaining unit member will post links and access information on Google classroom, and/or Seesaw.

Efforts will be made to assign students based on interest, areas of need, and to have them assigned to one of their current teachers.

Each day of the week 100% Distance Learning Students will be assigned work in an amount that ensures they are receiving a total of 240 instructional minutes a day (synchronous and asynchronous combined). On days they are not scheduled for In-person Learning Support, Hybrid Learning Students will be assigned asynchronous work in an amount that ensures they are receiving a total of 240 instructional minutes a day (synchronous and asynchronous combined).

*Wednesday DLI groups are decided by each individual site and may be: advisory groups, homeroom groups, peak hour groups, weekly rotating course period meetings, etc.

Re: bell schedule changes: see Section 2.5 of this MOU.

Appendix A – Hybrid Learning Default Bell Schedules

Default Bell Schedule – Middle School – 7 Period Schedule

	Mon.	Tues.	Wed	Thurs.	Fri.
8:00-8:30	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
8:30-9:15	^1 DLI	^5 DLI	Daily live interaction with Wed. DLI groups*	^1 DLI	^5 DLI
9:20-10:05	^2 DLI	^6 DLI		^2 DLI	^6 DLI
10:05-10:15	Break	Break		Break	Break
10:20-11:05	^3 DLI	^7 DLI		^3 DLI	^7 DLI
11:10-11:55	^4 DLI	Flex / prep / planning		^4 DLI	Flex / prep / planning
11:55-12:25	Lunch	Lunch	Lunch	Lunch	Lunch
12:25-12:55	Student transition time Educator flex / prep / planning time	Student transition time Educator flex / prep / planning time	12:25-2:00 Flex / Prep / Planning	Student transition time Educator flex / prep / planning time	Student transition time Educator flex / prep / planning time
12:55-3:00	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support Office Hours (DLE)/	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support Office Hours (DLE)/	2:00-3:00 Meeting	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support Office Hours (DLE)/	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support Office Hours (DLE)/

100% Distance Learning Students and Hybrid Learning Students will participate in Daily Live Interaction during the morning DLI periods. Teachers will exercise their professional autonomy to provide 120 minutes of Daily Live Interaction M,T,Th, F, and 60 minutes on Wed during this time. (Teachers will provide less than 120 minutes on days they have their prep period.)

Hybrid Learning Students will be on campus two days a week (Mon. & Tues. or Thurs. & Fri.) 125 mins. each of these days with the exception of the students identified as special education, students with 504 plans, foster youth, homeless youth, English language learners and those with chronic absenteeism may attend for four days per week based on space available. There shall be no In-person Learning Support groups on Wednesdays. Monday & Tuesday Group A students are on-campus and Group B students are working at home asynchronously. Thursday & Friday

Group B students are on-campus and Group A students are working at home asynchronously. 100% Distance Learning Students are working asynchronously every day in the afternoon.

All Hybrid Learning Educators and 100% Distance Learning Educators will each have assigned students for the afternoon learning support session.

100% Distance Learning Students will each be assigned to a 100% Distance Learning Educator they may work with during Virtual Learning Support sessions. These sessions will occur Mon, Tues, Thurs, and Fri during the 125-minute session in the afternoons.

Time labeled learning support is teacher-directed time which may include, but not be limited to provide small group support, intervention support, tutoring, adult-student check in/connection time, and to follow up with targeted students from morning instruction. The bargaining unit member will post links and access information on Google classroom, and/or Seesaw.

Efforts will be made to assign students based on interest, areas of need, and to have them assigned to one of their current teachers.

Each day of the week 100% Distance Learning Students will be assigned work in an amount that ensures they are receiving a total of 240 instructional minutes a day (synchronous and asynchronous combined). On days they are not scheduled for In-person Learning Support, Hybrid Learning Students will be assigned asynchronous work in an amount that ensures they are receiving a total of 240 instructional minutes a day (synchronous and asynchronous combined).

*Wednesday DLI groups are decided by each individual site and may be: advisory groups, homeroom groups, peak hour groups, weekly rotating course period meetings, etc.

Re: bell schedule changes: see Section 2.5 of this MOU.

Appendix A – Hybrid Learning Default Bell Schedules
 Default Bell Schedule – High School – 6 Period Schedule

	Mon.	Tues.	Wed.	Thurs.	Fri.
7:55-8:45	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
8:45-9:45	^1 DLI	^4 DLI	Daily live interaction with Wed. DLI groups*	^1	^4
9:45-9:55	Break	Break		Break	Break
9:55-10:55	^2 DLI	^5 DLI		^2	^5
10:55-11:05	Break	Break		Break	Break
11:05-12:05	^3 DLI	^6 DLI		^3	^6
12:05-12:35	Lunch	Lunch	Lunch	Lunch	Lunch
12:35-1:05	Student transition time Educator flex / prep / planning time	Student transition time Educator flex / prep / planning time	Flex / Prep / Planning 12:35-2:10	Student transition time Educator flex / prep / planning time	Student transition time Educator flex / prep / planning time
1:05-3:10	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)	Meeting 2:10-3:10	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)	In-person Learning Support (HLE) / Asynchronous Learning (indep.) / Virtual Learning Support (DLE)

100% Distance Learning Students and Hybrid Learning Students will participate in Daily Live Interaction during the morning DLI periods. Teachers will exercise their professional autonomy to provide 120 minutes of Daily Live Interaction M,T,Th, F and 60 minutes on Wed during this time. (Teachers will provide less than 120 minutes on days they have their prep period.)

Hybrid Learning Students will be on campus two days a week (Mon. & Tues. or Thurs. & Fri.) 125 mins. each of these days with the exception of the students identified as special education, students with 504 plans, foster youth, homeless youth, English language learners, those who are significantly credit deficient, and those with chronic absenteeism may attend for four days per week based on space available. There shall be no In-person Learning Support groups on Wednesdays. Monday & Tuesday Group A students are on-campus and Group B students are working at home asynchronously. Thursday & Friday Group B students are on-campus and

Group A students are working at home asynchronously. 100% Distance Learning Students are working asynchronously every day in the afternoon.

All Hybrid Learning Educators and 100% Distance Learning Educators will each have assigned students for the afternoon learning support session.

100% Distance Learning Students will each be assigned to a 100% Distance Learning Educator they may work with during Virtual Learning Support sessions. These sessions will occur Mon, Tues, Thurs, and Fri during the 125 minute session in the afternoons.

Time labeled learning support is teacher-directed time which may include, but not be limited to provide small group support, intervention support, tutoring, adult-student check in/connection time, independent credit recovery activities and to follow up with targeted students from morning instruction. The bargaining unit member will post links and access information on Google classroom; and/or Seesaw.

Efforts will be made to assign students based on interest, areas of need, and to have them assigned to one of their current teachers.

Each day of the week 100% Distance Learning Students will be assigned work in an amount that ensures they are receiving a total of 240 instructional minutes a day (synchronous and asynchronous combined).

On days they are not scheduled for In-person Learning Support, Hybrid Learning Students will be assigned asynchronous work in an amount that ensures they are receiving a total of 240 instructional minutes a day (synchronous and asynchronous combined). Continuation / Alternative high schools may reduce instructional time to 180 minutes, as per SB 98, without holding a schedule vote.

*Wednesday DLI groups are decided by each individual site and may be: advisory groups, homeroom groups, peak hour groups, weekly rotating course period meetings, etc.

Re: bell schedule changes: see Section 2.5 of this MOU.

Default Bell Schedule – Preschool

	Mon.	Tues.	Wed.	Thurs.	Fri
8:00-9:00	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
9:00-11:00	In-Person Support or-Daily Live Interaction for Distance Learners	In-Person Support or-Daily Live Interaction for Distance Learners	Daily live interaction	In-Person Support or-Daily Live Interaction for Distance Learners	In-Person Support or-Daily Live Interaction for Distance Learners
11:00-12:30	Class team meeting/ Collaboration/ Transition/Lunch	Class team meeting/ Collaboration/ Transition/Lunch	Class team meeting/ Collaboration	Class team meeting/ Collaboration/ Transition/Lunch	Class team meeting/ Collaboration/ Transition/Lunch
12:30-2:00	Asynchronous Learning/Office Hours	Asynchronous Learning/Office Hours	12:30-1:55 Flex / Prep / Planning 1:55-2:55 Meeting	Asynchronous Learning/Office Hours	Asynchronous Learning/Office Hours
2:00-2:55	IEPs & Flex / Prep / Planning	IEPs & Flex / Prep / Planning		IEPs & Flex / Prep / Planning	IEPs & Flex / Prep / Planning

Hybrid Learning Students will participate in In-Person Learning Support, or Daily Live Interaction from 9 am to 11 am. Mon., Tues., Thurs., & Fri. Students shall participate for the number of days according to the terms of their IEP / Emergency Circumstances Program / Distance Learning Plan. Schedule may be flexed 30 minutes to accommodate transportation but will not exceed the 120 minutes of instructional time.

All students will participate in asynchronous learning in the afternoon sessions (60 minutes).

All attempts will be made to keep students with their assigned teacher where possible, but when required, students may be assigned to a teacher other than their rostered classroom teacher for In-person Instruction or Daily Live Interaction.

The teacher providing In-Person Instruction or Daily Live Interaction remotely will collaborate with the case manager to provide progress on goals. The case manager will continue to be responsible for IEPs, assessment, reporting progress on goals and other associated case management duties.

Teachers will use their professional autonomy to provide 60 minutes of Daily Live Interaction M,T,Th, F during the Daily Live Interaction time and 30 minutes on Wed during this time. Daily Live Interaction will be limited to groups of 5 students at a time.

Students will be on campus or participating in Daily Live Interaction two to four days a week (Mon. & Tues. or Thurs. & Fri.)

Distance Learning Students will be assigned work in an amount that ensures they are receiving a total of 180 instructional minutes a day (synchronous and asynchronous combined). Teachers shall provide 60 minutes of Daily Live Instruction.

Re: bell schedule changes: see Section 2.5 of this MOU.

Bargaining unit members shall have a daily duty-free lunch of at least 30 minutes.

Default Bell Schedule – Bridge,-Sunrise, Glenbrook, Intensive Autism, Strategic Autism OI, and SH Classrooms

	Mon.	Tues.	Wed.	Thurs.	Fri
8:00-9:00	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
9:00-12:00	In-Person Support or-Daily Live Interaction for Distance Learners	In-Person Support or-Daily Live Interaction for Distance Learners	Daily live interaction with Wed. DLI groups*	In-Person Support or-Daily Live Interaction for Distance Learners	In-Person Support or-Daily Live Interaction for Distance Learners
12:00-12:30	Lunch	Lunch	Lunch	Lunch	Lunch
12:30-1:00	Transition	Transition	Transition	Transition	Transition
1:00-3:00	Asynchronous Learning/Office Hours	Asynchronous Learning/Office Hours	1:55-2:55 Meeting	Asynchronous Learning/Office Hours	Asynchronous Learning/Office Hours

100% Distance Learning Educators will provide Daily Live Interaction for a minimum of 120 minutes in the time period from 8:00-12:00. Distance Learning Students will receive 120 minutes of Daily Live Interaction daily in the period from 8:00-12:00 and two hours of asynchronous learning between 1:00-3:00.

Hybrid Learning Students will participate in In-Person Learning Instruction in the time period from 9:00-12:00 and one hour of asynchronous learning between 1:00-3:00.

All attempts will be made to keep students with their assigned teacher where possible, but when required, students may be assigned to a teacher other than their rostered classroom teacher for In-person Learning Support or Daily Live Interaction. The teacher providing In-Person Learning Support or Daily Live Interaction remotely will collaborate with the case manager to provide progress on goals. The case manager will continue to be responsible for IEPs, assessment, reporting progress on goals and other associated case management duties.

All teachers will offer office hours in the afternoon for student, parent and family consult.

Students may be on campus or participate in Daily Live Interaction for four days a week for instruction.

Re: bell schedule changes: see Section 2.5 of this MOU.

COLLEGE NOW

	Mon.	Tues.	Wed.	Thurs.	Fri.
8:30-9:30 am	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
9:30-11:15	In person or virtual learning support for Cohort A	Daily Live Interaction	In person or virtual learning support for Cohort B	Daily Live Interaction	Daily Live Interaction
11:15-11:25	Break	Break	Break	Break	Break
11:25-12:35	Daily Live Interaction	Flex / Prep / Planning	Daily Live Interaction	Flex / Prep / Planning	Flex / Prep / Planning
12:35-1:05	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1:05-3:30	Meeting - 1:30-2:30 Office hours 2:30-3:30	Office Hours 1:30-2:30 Flex/ Prep 2:30-3:30	Office Hours 1:30-2:30 Flex/ Prep 2:30-3:30	Office Hours 1:30-2:30 Flex/ Prep 2:30-3:30	Office Hours 1:30-2:30 Flex/ Prep 2:30-3:30

In-Person and Distance Learning teachers will each have assigned students for learning support.

100% Distance Learning Students and Hybrid Learning Students will participate in Daily Live Interaction. Teachers will exercise their professional autonomy to provide 120 minutes of Daily Live Interaction M/T/W/TH and 60 minutes on Friday. Hybrid and 100% Distance Learning Students will be assigned work in an amount that ensures they are receiving a total of 240 instructional minutes a day (synchronous and asynchronous combined).

Time labeled learning support is teacher directed time to provide small group support, intervention support, tutoring, adult-student check in/connection time, and to follow up with targeted students. The bargaining unit member will post links and access information on their Google classroom.

Efforts will be made to assign students based on interest, areas of need, and to have them assigned to one of their current teachers.

Re: bell schedule changes: see Section 2.5 of this MOU.

- 5.13 This memorandum of understanding and its content will be communicated consistently and broadly by the District administration to every site administrator, and all employees.
- 5.14 Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
- 5.14 This MOU is subject to ratification by the District's Governing Board and MDEA.

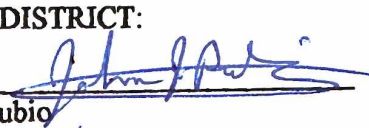
FOR THE ASSOCIATION:



Linda Ortega

Date 3-16-21
5:50 am

FOR THE DISTRICT:



Dr. John Rubio

Date 3/16/21