

ACTA > ACUSD  
Initial Proposal  
Date:11/09/2020  
Date:11/12/2020  
11/13/2020  
12/08/2020  
12/09/2020

## **MEMORANDUM OF UNDERSTANDING**

Between

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

AND

AMADOR COUNTY TEACHERS ASSOCIATION

Re: COVID-19 REOPENING SCHOOLS IN THE HYBRID MODEL

[Nov. 16, 2020]

The Amador County Unified School District ("District") and Amador County Teachers Association ("Association") collectively referred to hereinafter as "the Parties," enter this Memorandum of Understanding ("MOU"), regarding the issues related to the Coronavirus-19 / COVID-19 (COVID-19).

The Parties recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its staff.

The Parties agree that continuity of District instruction is important for and provisions should be made for District employees who are impacted by the pandemic.

As the Parties continue to negotiate the impact of changes in working conditions as they relate to teaching and learning during the 2020-2021 work year, the Parties recognize the need to address the learning environment and instructional model given the continuing pandemic.

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

In accordance with guidance from the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Amador County Health Officer (ACHO) the Parties agree to the District's Hybrid Learning model under the following conditions and terms:

## **1.0 Physical Distancing**

**1.1** The parties agree that the Federal, State and County recommendations for physical distancing are a priority.

**1.2** The parties also agree that the recommended 6 (six) feet distance from staff to staff, and staff to students, will be followed.

**1.3** The number of desks in a classroom that allow for 6 feet of distance for all sites will be provided in the appendix of this document. If a classroom needs to be assigned more students than meet the 6 foot measurement, a conversation with the teacher, site administrator, and Association representative will be held. All solutions will be considered, including, but not limited to partitions between desks, markings on classroom floors to promote distancing, help with moving furniture, additional PPE, or arranging desks in a way that minimizes face-to-face contact. If no agreement is reached between the affected teacher and site administrator, a member who continues to have a concern about the safety aspects of spacing students less than 6 feet apart,—the member may seek assistance from the association and meet with district officials. Members can not agree to less than 4.5 feet distance between students. The Association President's appointee and the district may negotiate otherwise. .

**1.4** One-way directions/movement –The District will provide directional arrows on the ground and/or on buildings to support movement through buildings that are unidirectional which maximizes physical distancingMultiple and assigned entry points

**1.5** students tend to congregate in large groups at access points before and after school. Where multiple access points to/from a building exist, the sign for entry and exit shall differ. If the District requires a unit member to monitor ingress and egress locations, he/she shall be compensated at \$45.00 per hour for time worked beyond the duty day.

## **2.0 Recess issues/ Lunch Time –**

**2.1** As with student lunchtime, to maximize distancing and limit contacts, changes will have to be made to recess, such as staggering times, maintaining

intact groupings, dividing the playground into sections, having only outdoor recess, and/or preventing students from using shared equipment. If the District requires a unit member to increase their on duty time beyond regular duty time, he/she will be compensated at \$45.00 per hour, for time worked beyond the duty day.

### **3.0 Virtual staff meetings –**

**3.1** The District shall not require in-person staff meetings or professional development if the six foot distancing requirement cannot be met. Total time for staff meetings in the course of a month shall not exceed 2 hours.

### **4.0 Personal Protective Equipment (PPE) or Essential Protective Gear (EPG)**

#### **Masks-**

**4.1** The District shall require the use of facial coverings (“masks”) for persons who are on campus, in accordance with federal, state, and local guidelines currently in effect. The district will publicize to parents that it is now the mandate that **ALL** students, TK-12, wear masks at all times while on campus unless eating or drinking, or unless a written exemption is provided by a doctor.

**4.2** Individuals who cannot wear a mask because of a written documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt).

**4.3** If a mask or face shield is also not allowed per the doctor then other protective measures such as a plexiglas barrier around the student’s desk and preferential seating near a window or door shall be considered.

**4.4** Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.

**4.5** Sites must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school.

**4.6** District will provide appropriate face coverings (i.e. face shields with drapes for TK-2 teachers, or others who request them).

4.7 Those members working with mild to moderate special education students, who may present a health concern, may request from their site administrator and will be given appropriate PPE, such as gowns, gloves, etc.

**5.0 Hand sanitizer/soap** – The District shall comply with the following hand washing logistical requirements:

- 5.1 Every room with a sink shall be stocked with soap, hand sanitizer, and hand drying equipment;
- 5.2 Every classroom shall be provided hand sanitizer;
- 5.3 Non-classroom workspaces shall be provided hand sanitizer;
- 5.4 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
- 5.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

## **6.0 Other Health and Safety Issues**

**6.1 Daily cleaning and disinfecting-** The District will disinfect all classrooms, restrooms, and workspaces daily or multiple times daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant.

**6.2** Classrooms, restrooms, and workspaces will be cleaned according to the schedule at each individual school site.

**6.3** If a class room can not be cleaned or disinfected, due to lack of personnel or other reasons, the room shall not be utilized until cleaning and disinfecting does occur. In the event the site administrator is unable to secure classified staff to disinfect, members may timesheet the additional time needed to disinfect after addressing the need to do so with the site administrator.

**6.4 HVAC-** The District will operate all capable HVAC systems on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.

**6.5** Air filters shall be MERV-13 or higher and changed at the recommended intervals.

**6.6** Portables and/or other rooms without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

**6.7** Windows in the workspace must be functional when possible.

**7.0 Health screening, testing, notification, and contact tracing –**

**7.1** The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers.

**7.2** Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry.

**7.3** Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site, pending travel home.

**7.4** Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials.

**7.5** All persons who may have had contact with the infected individual shall be notified.

**7.6** The District shall notify the Association President of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

**7.7** The District will implement and update daily, a district wide informational dashboard, with Covid related information and site specific data.

**8.0 Handwashing-**

**8.1** Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.

## **9.0 Criteria to Return to Distance Learning-**

**9.1** The criteria for considering a return to distance learning includes, but is not limited to, staff absences compromising the ability to carry out the health and safety plan and the number of daily student absences. If the above mentioned criteria become apparent, the Parties agree to meet and confer about returning to the distance learning model.

**9.2** Should the district return to full distance learning, members will remain in their current teaching assignment, with the exception of those teachers who are currently on a voluntary leave of absence. Those teachers may return to their previous teaching assignment and provide distance teaching, pending a conversation and agreement with the Human Resources Dept. with an ACTA representative present:

**9.3** The Local Health Officer may also determine school closure is warranted for other reasons, including results from public health investigation or other local epidemiological data.

**9.4** Schools may typically reopen after 14 days and the following have occurred:

- Cleaning and disinfection
- Public health investigation
- Consultation with the local public health department

## **10.0 Special Educators-**

Mild to Moderate Teachers who service students with IEP's will not be required to hold both Distance Learning classes and in-person teaching.

## **11.0 Childcare**

**11.1** Unit members are allowed to bring their **District-enrolled** children with them to their workspace.

**11.2** All health and safety procedures will apply.

**11.3** Unit members will be required to sign an acknowledgment form.

**11.4** Students are to stay within the confines of their parent's workspace.

## **12.0 Scheduling**

### **12.1 Full Days schedule –(Elementary Sites)**

students are split into Monday/Thursday & Tuesday/ Friday cohorts to reduce the numbers at school at the same time, providing some physical distancing via smaller class sizes.

**12.1.1** Site Administration and members will assure that all teachers have adequate time for personal comfort breaks, during scheduled recesses.

**12.1.2** When co-mingling of cohorts occur due to staff absences, social distancing and masks will be adhered to.

**12.2** The District shall make every effort to avoid increases to unit member workload.

**12.2.1** Any change to the instructional schedule that increases a unit member's workload shall be compensated at the unit member's hourly rate of pay

**12.3** The five day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days in-person instruction and one (1) pupil free day per week.

**12.3.1** When students are not present on campus, they shall be assigned asynchronous distance learning activities.

**12.3.2** Teachers will offer office hours for students on the student free day

**12.4** Pupil free days shall be reserved for bargaining unit member preparation and planning time.

**12.4.1** ~~Pupil free days shall not be utilized for staff meetings or professional development.~~

**12.4.2** One (1) pupil free day per week shall be scheduled for weeks during the school year when, due to a holiday or break, the workweek is less than five days. The parties agree to meet immediately to review the current 2020-21 school year calendar to schedule all weekly pupil free days.

### **12.5 Middle School Schedule-**

**12.5.1** The five day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days in-person instruction and one (1) pupil free day per week.

**12.5.2** Pupil free days shall be reserved for bargaining unit member preparation and planning time.

**12.5.3** When students are not present on campus, they shall be assigned asynchronous distance learning activities.

**12.6 Secondary schedule-**

**12.6.1** The five day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days in-person instruction and one (1) pupil free day per week.

**12.6.2** Pupil free days shall be reserved for bargaining unit member preparation and planning time.

**12.6.3** When students are not present on campus, they shall be assigned asynchronous distance learning activities.

**12.7** Voluntary professional development and grade and subject level collaboration time will also be offered to members

**12.8** Whereas members of the Amador County Teachers Association may elect to record a video featuring direct instruction of new content that students can watch on their own time. Recording a virtual class for other students to view on their own time is permissible as long as the video does not disclose PII or information from any student's educational record; Whereas it is likely that an all-day recording of classroom instruction could capture videos directly related to individually- identifiable students and at least portions of video could qualify as an educational record, requiring prior, written consent before disclosure to online service providers or others;

Therefore, the parties agree to the following:

1. Unit members may record a video of their instruction that shall be used for instructional purposes only.
2. Members will reserve the control of the videos.
  - a. Members will be in control of the recording and its editing.
    - i. Video recordings shall avoid having student images appear in recordings to the greatest extent possible or reveal any FERPA protected PII.
  - b. Members will elect when to remove the video from circulation.



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3. No video recordings may be used for disciplinary or evaluation purposes.
4. Video recordings will be password protected so as to only be available to enrolled students of the unit members' classes.

The district will ensure students and parents understand the recording and/or use of images and/or sounds contained in online lessons is prohibited by Education Code sections 51512 and 43503(d)(2), and the California Penal Code Section 632.

#### **Assignment to a distance learning position**

**Temporary Assignments- As per Side Letter of Agreement Re Voluntary Transfers Dated 11/05/2020**

#### **13.0 Extra Duty Wages**

**13.1** The parties agree that each employee will be compensated \$1500.00 ( prorated based on 1.0 FTE) by the end of December 2020 as compensation for the extra duties mandated as a result of Covid 19 and effects to all job descriptions.

#### **14.0 Covid related absences.**

**14.1** With new guidelines anticipated both sides agree to reopen this topic in Jan. 2021

#### **15.0 Duration-**


**15.1** This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement.

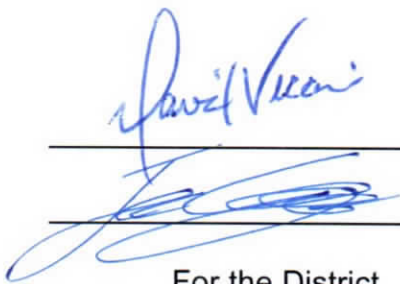
#### **16.0 Consultation**

**16.1** The Parties agree to meet frequently to mitigate any potential changes that affect working conditions of all unit members.

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**17.0** All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is a non-precedent setting document.

  
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For the Association 12/14/20  
Date

  
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For the District 12-14-20  
Date