

Hybrid Model Memorandum of Understanding (MOU)

December 14, 2020

Acalanes Union High School District and Acalanes Education Association enter this Memorandum of Understanding regarding issues related to the COVID-19 Pandemic and the changes needed to reopen school safely in the hybrid model for students and staff. In preparation for in-person learning, the parties recognize the need to address the district's teaching and learning environment and instructional model given the continuing pandemic. The Acalanes Union High School District ("District") and Acalanes Education Association ("Association") collectively referred to as the "Parties" enter this Memorandum of Understanding ("MOU") regarding issues related to ("COVID -19 RETURN TO IN-PERSON INSTRUCTION IN THE HYBRID MODEL during the 2020-2021 school year").

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 while also providing equitable access to education for students.

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. The parties agree to meet and confer and update this memorandum of understanding, by mutual agreement, as needed during the 2020-21 school year.

1.0: Definitions

1.01: "Academy Cohort" – is a group of no more than 25 students assigned to a specific teacher for the Academy Cohort period during distance or hybrid learning.

1.02: "Cohort A and B" -- groups of students that consistently meet, in-person and virtually, according to the established class schedule.

1.03: "Cohorts AC and BC" -- the group of students assigned to distance learning.

1.04: "Common Equipment" – is any school equipment or structures that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, physical education equipment, pens, pencils, etc.

1.05: “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, quads or outdoor gathering spaces, hallways, bathrooms, etc.

1.06: “Face Masks” – cloth face masks as recommended by federal, state, and local public health guidance. Does not include masks with valves, neck gaiters, or bandanas.

1.07: “Face Shields” -- shield made of plastic that protects facial areas associated with mucus membranes.

1.08: “Hand Sanitizer” – per the CDC guidelines, this product must contain at least 60% alcohol.

1.09: “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 includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.

1.10: “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.

1.11: “CBA” -- this refers to the collective bargaining agreement (or contract) between the District and Association.

1.12: “Daily cleaning” -- this refers to sanitizing touch points with Cal OSHA recommended cleaning products and needlepoint ionization.

1.13: “Deep Cleaning” -- this refers to using an electrostatic sprayer that dispenses a bleach solution that kills the COVID-19 virus.

1.14: “Asynchronous Instruction” - is a term used to refer to instruction that does not occur in the same place or at the same time. During asynchronous instruction, teacher will assign coursework that a student will complete at their own time.

1.15: “Synchronous Instruction” - is a term used to refer to instruction that occurs at the same time. This instruction may include in-person classes or live online meetings.

1.16: “LiveStream Synchronous” - is a term used to refer to instruction where students will access the live classroom instruction from a remote location via Zoom. Teachers will utilize the provided camera to stream the classroom to the students at home. Students will access the stream via Zoom.

1:17: "Remote Synchronous" - is a term used to refer to instruction where students will be attending classes from a remote location. Teachers will engage the student in live and asynchronous instruction.

1.18: "In-Person Synchronous" - is a term used to refer to instruction delivered in the classroom to students attending in-person.

2.0: Employment Status

All AUHSD employees will continue receiving compensation at their regular pay rate and health benefits. Payroll will be issued at regularly scheduled payroll times.

3.0: Safety: Please refer to the [AUHSD Health and Safety Protocols](#) and [Community Compact](#). As a minimum standard, the District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), and the California Department of Education ("CDE"), and the Contra Costa County Public Health Department. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines. District safety protocols to be followed are linked above.

3.01: Personal Protective Equipment

3.011: Facial masks

3.0111: The District shall require and provide (if needed) the use of face masks (e.g., cloth, surgical style) for all students, staff, parents and community members at any school site or district facility.

3.0112: Individuals who refuse to wear a face mask, may not be on school premises. Individuals who cannot wear a mask because of a documented health issue or special education qualification based on an IEP or doctor's order shall instead be required to wear an alternate face covering.

3.0113: Discipline for staff who are not wearing masks in a common space shall follow the progressive discipline article in the CBA.

3.012: Physical barriers such as plexiglass

Physical barriers, such as plexiglass, shall be used to shield people indoors, as needed and when requested.

3.013: Face Shields

The District shall provide staff with face shields if requested. Face shields may be used in addition to face masks for PPE.

3.014: Additional PPE (N95 masks, full face shields, etc) may be provided upon request of staff working with students who cannot wear a face mask and/or social distance.

3.015: The District will provide the Association with a plan and procedure for maintaining stock of PPE, distribution of supplies to unit members, the safe storage of disinfecting agents at each school site, and descriptions of enhanced cleaning processes. This plan shall be provided upon request.

3.016: Classrooms and outside spaces shall be marked for physical distancing.

3.02: Hand washing requirements: the District shall comply with the following hand washing requirements when students or groups of staff members are present on campus.

3.021: Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser.

3.022: Every classroom and workspace shall be provided a hand sanitizer station that is fully stocked with hand sanitizer.

3.023: All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked / refilled as soon as possible based on a teacher's notification to the front office that supply is running low. All sanitizers will be checked and refilled as needed nightly.

3.03: Daily Cleaning and Disinfecting - please refer to the District safety protocols linked in 3.0.

3.031: Daily cleaning and disinfecting as described in Section 3.0 shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.

3.032: Certificated unit members will ensure that students follow classroom cleaning procedures which include sanitizing used classroom materials and student workspaces.

3.033: If a classroom or workspace does not meet the expectations spelled out in this section (3.0), then bargaining unit members shall contact their site administrator immediately so the situation can be rectified.

3.04: Air Ventilation and Filtration

3.041: The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

3.042: The District shall ensure all HVAC systems operate 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.

3.043: HVAC air filters shall be equipped with MERV 13 filters and changed at the recommended intervals.

3.044: Classroom spaces or workspaces 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.

3.045: Further details can be found in the District's safety protocols linked in 3.0.

3.05: COVID Screening, Testing, Positive Cases, and Quarantine

Please refer to the District's safety protocols linked in 3.0.

3.051: Staff shall screen for COVID symptoms on workdays using the Company Nurse App prior to coming to campus.

3.052: Weekly testing is required for all staff. Testing shall be provided on site and free of charge.

3.053: Should a member of the staff test positive for COVID-19, the District will conduct its own contact tracing. Everyone who is a close contact as defined by CC Health department shall be notified and placed on a 10-day quarantine per County health orders.

3.054: School communities (staff, parents and students) will be notified when there is a positive case on campus. A public Dashboard will track positive cases and positivity rates on a weekly basis. AEA and the District will meet and confer on a regular basis regarding dashboard data.

3.055: COVID leave (as linked [here](#)) shall be deployed for staff as needed for personal or family member quarantine and positive COVID cases.

3.06: Student expectations for in-person, hybrid learning are listed in the District safety protocols linked in 3.0, including mask wearing and COVID screening. Should a student refuse to follow any of the guidelines, they will be sent home and not allowed to return in person until they can and do follow all safety protocols.

3.07: Sites will take appropriate measures to ensure that physical distancing and other safety protocols occur in office spaces and common workspaces.

3.08: Bathrooms

3.081: Teachers may call the office to request coverage for a bathroom break during class time if needed.

3.082: Sites shall develop protocols and procedures to ensure that students maintain physical distancing when using the bathrooms. These protocols will allow students to use the bathrooms during class time as needed to minimize the number of students in the bathrooms at any one time.

4.0 Changes to the 2020-21 School Year Calendar

4.01 Open House will be moved from January 28, 2021 to February 11, 2021

The format for Open House will be a mix of live webinars, pre-recorded videos, and live Q & A provided by site administration and certificated staff leaders (Lead Counselor, TOSA's, Department Chairs, and Athletic Directors).

4.02: February 12 will be an instructional day. Staff and students will follow the instructional school-day schedule being used on this date. (Full Distance Learning or Hybrid In-Person)

4.03: March 12 Professional Development day will be an instructional day. Staff and students will follow the instructional schedule being used on this date.

4.04: Third quarter will end on March 12.

4.05: The changes above were made to provide additional support and training for staff as schools transition to the hybrid instructional model.

4.06: The changes above increase the number of workdays for the 2020-2021 school year by one and as a result all unit members shall receive one day of per diem pay to be reflected on the March 10th payroll.

5.0 Distance Learning from Campus

5.01: During the second semester of 2020-21, all staff members will work contractual hours from campus, unless they have been approved for a personal medical exemption by the Human Resources Department. Changes to this may be made if mutually agreed to by the District and AEA.

5.02: During all asynchronous Mondays, staff may work from home.

5.03: All staff members will have an individual work space that complies with established health and safety guidelines. Site administration will work with AEA site representatives to try and accommodate reasonable requests for PPE.

5.04: Libraries will be open for students and the number of students will be limited to the number of student workstations as established by the COVID team.

6.0: Transition to In-Person Instruction

When Contra Costa County (CCC) begins to reach Red Tier status as it pertains to COVID-19 data, the District will begin a transition from Distance Learning to the Hybrid In-Person learning model. The timeline for this transition can be found [here](#).

6.01: When conditions in CCC reflect Red Tier data, the District will communicate the commencement of the transition to the Hybrid In-Person instructional model. This communication will be to the entire District community and will include final student cohort assignments and student orientation schedules.

6.02: AUHSD staff will engage in one professional development day (student non-instructional day) followed by four days of a modified schedule that includes two days of planning time and two days of asynchronous instruction. For all four days, teachers will take attendance during Virtual Cohort Academy.

6.021: Unit members will direct their cohort students to their asynchronous classwork or District-created curriculum on campus safety and protocols.

6.022: AUHSD staff will engage in the second professional development (student non-instructional day) on the Monday following the transition week. Hybrid schedule will commence the next day.

6.023: The Monday following the first week of hybrid schedule implementation will include extended department/collaboration time dedicated to hybrid model implementation.

7.0: Hybrid Learning Models

7.01: The following are the schedules for the Hybrid Learning Models: [In-Person Hybrid Learning Model](#) (Cohorts A and B) and [Fully Remote Schedule](#) (Cohorts AC and BC). All efforts shall be made to stagger student releases for brunch and lunch to minimize hallway traffic.

7.02: Prep Time

7.021: In addition to prep periods, teachers will have prep time each morning from 7:45 to 8:30 am.

7.022: Teachers will also have prep time from 12:35 p.m. - 3:20 p.m. on Mondays. During this time, staff may choose to attend optional professional development, hold optional academy and small-group intervention sessions as well as hold student clubs or other meetings.

7.03: Necessary Equipment and Supplies

7.031: The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide hybrid learning, including but not limited to technology, display boards, video cameras, and any other items normally provided during in-person learning. These supplies may be provided in the unit member's classroom or workspace at school.

7.032: Bargaining unit members need to make a request for any non-standard classroom equipment such as microphones, headphones, etc.

7.033: Teachers who travel between sites, are in more than one classroom and/or share a classroom with another teacher shall be offered a laptop computer.

7.04: Instructional Expectations

7.041: Teachers shall provide 40 minutes of asynchronous work for students on Monday. Additional work may be provided per the District's homework policy. Attendance will be taken during Cohort Academy. Bargaining Unit members may work from home on Mondays that have an asynchronous Monday schedule.

7.042: Tuesdays thru Fridays, teachers will be expected to meet with all cohorts (A,B,C) at the start of each period and take attendance.

7.043: Teachers will engage in instructional practices that adhere to the District's Guidance on Hybrid In-Person learning. This guidance will be developed and mutually agreed upon by the District and AEA.

7.044: Teachers who are unable to teach from campus due to illness/screening must stay home and sick leave will be deducted. Exceptions may be made on a case-by-case basis by site or District administration.

7.045: Teachers who are unable to teach from campus due to required quarantine shall access COVID leaves per the leave MOU.

7.046: Sites will create a list in advance of bargaining unit members who are willing to sub during their prep. These are the only members who will be solicited to prep period sub. Members who substitute for 75 minutes will be compensated for 2 hours.

7.05: Canvas Use and Expectations

To support the effective implementation of sound instructional practices for distance learning, AUHSD teachers will utilize Canvas to complete the following: communicate course expectations, deliver

instruction, collect and return student work, communicate students progress, and provide academic support.

7.051: In an effort to ensure consistency in student experience relating to where assignments are posted, how assessments are administered and where course work is communicated, teachers will be provided with a course template with consistent course design to be used for all courses.

7.052: Monday asynchronous work shall be posted prior to 9am Monday. The weekly plan shall be posted prior to the end of the contract day Monday.

7.06: Academy Cohorts and Academy Expectations

7.061: Teachers, Librarians, and Counselors who are 0.8 FTE or more will be assigned an Academy Cohort group that they will have the entire year.

7.0611: Classroom teacher Academy Cohorts will consist of students enrolled in the classes taught by that teacher.

7.0612: Academy cohorts will be utilized for community building, pushing out of the school and district wide curriculum, and distance learning check in. Staff are expected to provide strategies and suggestions for those students who are not progressing or who are disengaged.

7.0613: Prior to the delivery of a District-wide equity lesson, site meeting time will be allocated as necessary to help staff prepare for the lesson.

7.062: Regular Academy sessions will be utilized for targeted intervention and student support. During in-person, hybrid learning, teachers shall only see students who are enrolled in their classes unless they choose to allow other students to attend.

7.07: Grade Posting Expectations

Grades will be updated on Canvas and available to parents and students every 3-4 weeks. Grades will be uploaded to Aeries 8 times during the school year - a mid-way progress report grade will be given each quarter along with quarter and semester grades.

7.08: Homework

Teachers shall follow the In-person hybrid learning guidance regarding homework.

8.0: Part Time Staff Expectations during the hybrid, in-person model

8.01: Bargaining Unit members whose assignment is 80% (0.8 FTE) shall have an academy cohort and also hold two 30-minute academy sessions each week.

8.02: Bargaining Unit members who are 60% or 40% (0.6 FTE, 0.4 FTE) shall not have an academy cohort but shall hold two academy sessions each week.

9.0 Staff Meetings, Collaboration, and Professional Development meetings

All meetings (staff, department, collaboration, IEP, 504, etc) shall be held virtually unless there is a compelling (for example, legal) reason for the meeting to be held in person. Should a meeting need to

be held in person, all safety protocols linked in 3.0 and outlined by the CDC, CDPH, and Contra Costa County Health guidelines shall be followed.

10.0: One-to-One Student Assessments

One-to-one student assessments for special services are allowed on campus per [CC County Health Guidance](#) if they cannot be done virtually.

10.01: Staff who need to assess students should review [student](#) and [staff protocols](#) for campus visits.

10.02: Staff who need to assess students should contact their site administrator to set up the location for the one-to-one testing. This should be outdoors if possible. If testing has to occur indoors, all safety precautions including PPE, social distancing, plexiglass barriers, ventilation, and daily cleaning should occur.

11.0: Four-Day Weeks

Any time we have a 4-day work week, the learning schedule will consist of 4 block days with synchronous instructions as outlined above.

12.0: Changes to the work expectations for Nurses and Wellness Coordinators

12.01: In addition to their regular duties, School Nurses shall

12.011: Nurses shall oversee and supervise (when on campus) the COVID testing of staff while the District is in distance learning. After the transition to in-person hybrid learning, nurses will no longer be responsible for this.

12.012: Nurses shall be responsible for monitoring student COVID cases, quarantine, and symptoms.

12.013: Nurses shall be part of the site contact tracing team and assist with contact tracing and notifications.

12.02: Changes to the Wellness Center Services

12.021: Wellness Services will be both virtual and in person; in-person services will be reserved for students with the most need as determined by the Wellness staff.

12.022: Wellness coordinators, in conjunction with District tech administrators, shall create an online Wellness intake form that students shall use to access wellness services including in-person appointments.

13.0: Evaluation of Bargaining Unit Members

13.01: Permanent bargaining members slated to be evaluated during the 2020-21 school year shall be evaluated using the evaluation option (project) outlined in article 11.7 in the CBA.

13.011: The evaluation option for permanent members may be to build their Canvas courses and their distance learning curricula for their classes.

13.012: All timelines in article 11 shall apply.

13.02: Probationary and Temporary Bargaining Unit Members shall be evaluated per article 11 in the CBA.

14.0: Extra Duty

There will be no required extra duty during the 2020-21 year.

15.0: Traveling Teacher Stipends

Teachers who teach at more than one school site will still receive the travelling teacher stipend as outlined in the CBA for the 2020-21 school year regardless of which learning model we are in.

16.0: Childcare

The District shall provide low-cost childcare for unit member children in grades K-6.

17.0: Access Limitations and Association Rights

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

17.02: Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites.

18.0: Duration

18.01: The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic

18.011: The parties shall meet at a minimum of every 2 weeks to assess and update this MOU as needed and/or create a replacement MOU.

18.02: This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

Lori Tewksbury, AEA President

Date

Amy McNamara, AUHSD

Date