

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ACALANES UNION HIGH SCHOOL DISTRICT
AND
THE ACALANES EDUCATION ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.**

AUGUST 1, 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 for our students and staff. In preparation for the 2020-21 school year, 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 SCHOOL 2020-2021").

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. Due to both the Governing Board's decision on July 14, 2020, and Governor Newsom's order on July 17, 2020, the Acalanes Union High School District will be in a full distance learning when school starts. The parties agree to meet and mutually agree upon if, when, and how any in-person learning activities shall begin at the school sites.

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

1.02 "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.

1.03 “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.

1.04 “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.

1.05 “Face Shields” - shield made of plastic that protect facial areas associated with mucus membranes.

1.06 “Hand Sanitizer” – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)

1.07 “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.

1.08 “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.

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

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

1.11: Deep Cleaning - this refers to clorox 360 spraying of rooms/spaces.

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

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 issued as of July 24, 2020. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

3.01: Personal Protective Equipment

3.011: Facial coverings

3.0111: The District shall provide (if needed) and require the use of facial coverings (e.g., cloth, surgical style, scarf) for all students, staff, parents and community members at any school site or district building. All face coverings must follow site dress codes on a site.

3.0112: Individuals who refuse to wear a facial covering or do not follow the site's dress code will be offered a face mask, and if refused, access to all district buildings and rooms will be denied. 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 or other facial coverings 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 as needed and when requested while indoors.

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: 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 before the first week of school.

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 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

3.031: The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are deep cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

3.032: Daily cleaning and disinfecting as described in Section 2.03 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.

3.033: Deep cleaning shall occur in common spaces and in classrooms where students and/or more than one faculty member has been present. It shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

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 HEPA filters and changed at the recommended intervals.

3.044: Portable classrooms and/or other 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: If an individual tests positive for COVID-19, the District will pull the HVAC filters at the school site to be tested for the presence of COVID-19. The test results shall be shared with the Public Health Officer and the Association President.

3.05: Positive COVID tests and Quarantine

3.051: Should a member of the staff test positive for COVID-19, the District will conduct its own contact tracing and everyone with whom they may have had contact shall be notified and placed on a 14-day quarantine per County health orders.

3.052: The site in question shall be closed per the recommendation of the Contra Costa County Health department to allow for thorough cleaning and disinfecting of the site, especially those areas frequented by the staff member who tested positive.

4.0: Staff Development, Planning and Prep Prior to Instruction

4.01: 8/6/20: Site Staff Development

4.02: 8/7/20: Institute Day/Staff Development

4.03: 8/10/20: Optional Work Day

Staff may choose to use this day to plan and prep for the school year. Staff who choose this work day will sign in remotely and it will count as one of the two work days they are required to do. Staff may work on campus or at home.

4.04: 8/11/20 - 8/14/20: Cohort Academy, Preparation, and Planning

4.041: Staff will be required to meet with their academy cohort each day per the distance learning schedule.

4.0421: During the virtual academy cohort period, teachers will take attendance.

4.0422: Teachers may be paired up during the virtual academy cohort in order to deliver district-provided canvas and equity curriculum.

4.042: 3 hours of meeting time will be set aside for district-wide curriculum preview, work with academy cohort partners and other prep for neededduring the week.

4.043: All other time will be designated for prep and planning.

5.0: Modified schedule for Monday 8/17/20

On Monday 8/17/20, at a minimum, teachers will hold a brief (5-10 minute) synchronous check in with each of their classes. The purpose of this is to allow for introductions, review of course syllabi and the like on the first day of class instruction.

6.0: Full Distance Model - no in person instruction

Staff are expected to work their regular contract work hours.

6.01: The Full Distance Schedule is below:

Monday (Staff)	Monday (Students) <i>Asynchronous Instruction</i>	Tuesday	Wednesday	Thursday	Friday
	Period 0 7:50-8:50 (60)				
	(10)		(10)		(10)
Virtual Cohort Academy 9:00 - 9:45	Virtual Cohort Academy 9:00 - 9:45	Period 1 9:00 - 10:15 (75)	Virtual Academy 9:00 - 9:45	Period 1 9:00 - 10:15 (75)	Virtual Academy 9:00 - 9:45
	(15)		(15)		(15)
10:00 - 12:00 School Meetings - Staff Meetings, Collaboration, Department Meetings, Instructional Council, etc.	Period 1 10:00 - 10:40 (40)	(15)	Period 4 10:00 - 11:15 (75)	(15)	Period 4 10:00 - 11:15 (75)
	(10)	Period 2 10:30 - 11:45 (75)		Period 2 10:30 - 11:45 (75)	
	Period 2 10:50 - 11:30 (40)		(15)		(15)
	(10)		Period 5 11:30 - 12:45 (75)		Period 5 11:30 - 12:45 (75)
	Period 3 11:40 - 12:20 (40)	Lunch (45)		Lunch (45)	
Lunch (45)	Lunch (30)	Period 3 12:30 - 1:45 (75)		Period 3 12:30 - 1:45 (75)	
Curriculum Development and Prep time (1-3:15)	Period 4 12:50 - 1:30 (40)		Lunch (45)		Lunch (45)
	(10)				
Optional professional development	Period 5 1:40 - 2:20 (40)	(15)	Period 6 1:30 - 2:45 (75)	(15)	Period 6 1:30 - 2:45 (75)
Optional Office Hours	(10)	Period 7 2:00 - 3:15 (75)		Period 7 2:00 - 3:15 (75)	
Optional Academy and small group intervention and student club meetings	Period 6 2:20 - 3:00 (40)				
	(10)		(10)		(10)
Student Meetings with counselors , wellness	Period 7 3:00 - 3:40 (40)		Period 0 2:55-4 (65)		Period 0 2:55-4 (65)
	Instructional Min: 280 (7x40) + 45 = 325	Inst Min: 300	Inst Min: 225 + 45 = 270	Inst Min: 300	Inst Min: 225 + 45 = 270

6.02: Prep Time

6.021: In addition to prep periods, teachers will have prep time each morning from 8-9am.

6.022: Teachers will also have two hours of prep time, from 1-3pm on Mondays. Teachers may also choose to attend optional professional development, hold optional academy and small group intervention sessions as well as hold student club or other meetings during their Monday prep time.

6.03: Necessary Equipment and Supplies

The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, headphones, 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 or for their home office, pending available district funds.

6.04: Synchronous and Asynchronous Learning Expectations

6.041: Teachers will be expected to provide at least 70 minutes of synchronous learning over their two block periods per to the distance learning schedule.

6.042: Teachers may provide additional synchronous or asynchronous learning opportunities for the remainder of their block periods.

6.043: Synchronous lessons may be recorded and posted if the teacher is comfortable. Recording and posting of synchronous lessons is not required per California Ed code.

6.044: Teachers shall provide 40 minutes of asynchronous work for students on Monday. Additional work may be provided per the District's homework policy.

6.05: 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.

6.051: 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.

6.052: Staff, students and parents will be provided with training on how to navigate and utilize Canvas.

6.053: Teachers should organize lessons into weekly plans, not daily plans. A weekly plan should be published on Monday morning (or first school day of the week) introducing the weekly goals and overview of the weekly plan.

6.06: Academy Cohorts and Academy Expectations

6.061: Teachers, Librarians, and Counselors will be assigned a cohort academy group that they will have the entire year.

6.0611: Classroom teacher academy cohorts will consist of students enrolled in the classes taught by that teacher.

6.0612: 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.

6.062: Regular academy courses will be utilized for targeted intervention and student support.

6.07: Attendance Expectations

Bargaining unit members will take live attendance during cohort academies, and during each synchronous lesson. Monday class attendance will be verified through cohort Academy. Attendance for synchronous and asynchronous lessons as well as cohort academies shall be submitted to Aeries each day by 4pm. Virtual academy attendance will occur through teachmore.

6.08: Grade Posting Expectations

Grades will be updated on canvas and available to parents and students every 2-3 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.

6.09: Homework

The [AUHSD policy on homework](#) applies during distance learning.

6.10: Access to School Sites and Classrooms

Staff have the options to teach/work remotely from home or from their classroom/workspace at the school site.

6.11: Professional Expectations

6.111: Ensure the use of a waiting room so that only your students get into your session.

6.112: If using a virtual background, make sure it is appropriate and not distracting.

6.113: If you are at home, ensure the following:

- There are not distracting things happening in your background; maintain a focus on teaching and learning.
- Maintain a professional environment - you should be seated at a desk or table. Do not zoom from bed.
- There are not inappropriate things left inadvertently in your background - watch for wine bottles, posters, calendars, liquor cabinets, laundry racks, etc.

6.114: Do not zoom your class while driving, shopping, gardening, walking the dog, etc.

6.115: Ensure your background lighting is adequate and not distracting b/c of windows, etc.

6.116: Keep your camera on.

6.117: If you do not have a professional home environment with adequate wifi, you need to zoom from your classroom.

6.12: Part Time Staff Expectations

6.121: Bargaining Unit members whose assignment is 80% (0.8 FTE) shall have an academy cohort and also hold one virtual academy each week.

6.122: Bargaining Unit members who are 60% or 40% (0.6 FTE, 0.4 FTE) shall not have an academy cohort but shall hold one virtual academy session each week.

6.13: Staff Meetings, Collaboration, and Professional Development meetings

Meetings during distance learning will be held virtually whenever possible. Should the need arise to meet with a bargaining unit member in person, the bargaining unit member will be given at least 48 hours notice. Any in-person meetings shall be held outside whenever possible and follow all safety guidelines outlined in 2.0 and all state and county guidance.

6.14: 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.

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

6.142: 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.

6.15 Back to School Night

Classroom teachers will submit an 8-10 minute video for each course taught outlining class expectations, work schedule, and other pertinent information.

6.16: Four-Day Weeks

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

7.0: Evaluation of Bargaining Unit Members

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

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

7.012: All timelines in article 11 shall apply.

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

8.0: Extra Duty

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

9.0: Transfers

Should we go to a learning model with students on campus, staff will be considered for any available 100% distance learning assignments in the following order:

9.01: The first opportunities will go to staff with the appropriate credentials who have their own doctor's note attesting to their own high risk for COVID (ie: immuno-compromised, etc).

9.02: The second opportunities will go to staff with the appropriate credentials who have a family member or are a caregiver for someone for whom they have a doctor's note attesting to their family member or person for whom they care for is high risk for COVID (ie immuno-compromised, etc).

9.03: The final opportunities will go to others with appropriate credentials who volunteer.

10.0: 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.

11.0. Students on Campus

The District and AEA will meet regularly to review Contra Costa County Health Department, California State guidelines and assess the safety of bringing students to campus. Should it be allowed, The District and AEA will confer and mutually agree on procedures and protocols to be followed.

12.0: Access Limitations and Association Rights

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

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

13.0: Duration

13.01: 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

13.011: 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.

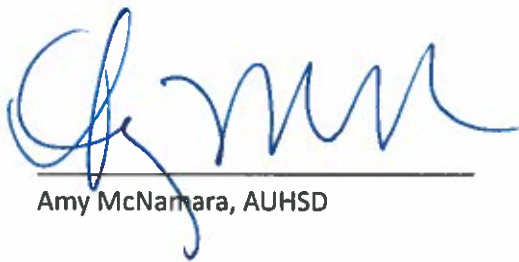
13.02: This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.



Lori Tewksbury, AEA President



Date



Amy McNamara, AUHSD



Date