

**DISTANCE LEARNING
MEMORANDUM OF
UNDERSTANDING BETWEEN
ADELANTO ELEMENTARY
SCHOOL DISTRICT AND
ADELANTO DISTRICT TEACHERS'
ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE
2020-2021 SCHOOL YEAR.**

JULY 31,2020

The Adelanto Elementary School District ("District") and the Adelanto District Teachers' Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools 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.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

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 the following:

1.0 DEFINITIONS

1.01 Learning

1.01.1 "Synchronous"– is online or distance education that happens in real time.

1.01.2 "Asynchronous" – is learning that occurs through online channels without real time interaction.

1.02 "Classroom" – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and

outside learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.

- 1.03 "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, recess/playground equipment, physical education equipment, pens, pencils, etc.
- 1.04 "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, etc.
- 1.05 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 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" – 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 "Visitor" -- any person apart from regular school staff, including but not limited to: vendors, parents, students, substitute workers.

2.0 PERSONAL PROTECTIVE EQUIPMENT ("PPE")

- 2.01 The District shall provide and require facial coverings in accordance with federal, state, and local guidelines. In-lieu of using District-provided PPE, unit members may bring their own PPE. Face coverings shall not be required for staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.
- 2.02 N95 face coverings shall be provided to district nurses.

Hand Washing Requirements

- 2.03 All individuals shall be required to wash their hands or use medically effective hand sanitizer. The District will provide soap, sanitizer, and paper towels.
- 2.03.1 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer

3.0 DISTANCE LEARNING

Adherence to Health Guidelines and Orders

- 3.01 The District shall adhere to the 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"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and the local Public Health department.
- 3.02 Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- 3.03 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 3.01.

Physical Distancing

Classroom/Instructional/Academic Learning Spaces

- 3.04 The District shall ensure minimum physical distancing of six (6) feet between all employee work stations.
- 3.05 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring.

Lunch

- 3.06 Physical distancing of six (6) feet shall be maintained between all staff during their lunch period(s).

Meetings and Gatherings

- 3.07 In-person meetings shall be eliminated during the pandemic (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, back to school night, and parent-teacher conferences).
All meetings shall be held virtually and shall be scheduled during non-instructional time.
- 3.08 Large in-person gatherings (i.e. school assemblies) are prohibited.

Other Health and Safety Issues
Daily Cleaning and Disinfecting

- 3.09 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are 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. Disinfecting shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
- 3.10 Daily cleaning and disinfecting as described in Section 3.09 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.

Air Ventilation and Filtration

- 3.11 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.
- 3.12 The District shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour, as the system allows.
 - 3.12.1 Portable classrooms and/or other classroom spaces or workspaces shall be equipped with portable H13 HEPA filtration systems with a large enough capacity and flow rate for the square footage of the room.
 - 3.12.2 If an individual tests positive for COVID-19, the District will replace the HVAC filters in the affected areas and adjoining rooms.
 - 3.12.3 The District shall assess all HVAC systems for efficiency and will determine the need for replacement.

Health Screening, Testing, Notification, and Contact Tracing

- 3.13 The District shall ensure that employees and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school including temperature checks via no touch thermometers.
- 3.13.1 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.
- 3.13.2 No volunteers or non-essential visitors beyond the office.
- 3.14 Staff and visitors with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.
- 3.15 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the San Bernardino County Public Health Department. All persons who may have come in contact with the infected individual shall be notified. It is understood that privacy rights under the Health Insurance Portability & Accountability Act (HIPAA) and Confidentiality Medical Information Act (CMIA) will be maintained.

4.0 DISTANCE LEARNING

Consistent with *Education Code Section 43503* as amended by SB98, if as a result of the orders and guidelines issued by federal, state, or local public health officers, the District is unable to provide a safe and healthy in-person learning environment for all students, distance learning may be offered for students.

Distance Instruction

- 4.01 All students will receive synchronous and asynchronous instruction and content five days per week through distance learning.
- 4.01.1 To the extent possible, content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- 4.01.2 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.

Elementary (and K-8 schools) Instructional Minutes

4.02 According to *Education Code 43501* as amended by SB98 minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-8 (240 daily minutes), are in effect for the 2020-2021 school year.

- 4.02.1 TK/K students shall receive 180 instructional minutes, a minimum of 45 of which shall be synchronous per student daily.
- 4.02.2 1st grade students shall receive 230 instructional minutes, a minimum of 60 of which shall be synchronous per student daily.
- 4.02.3 2nd grade students shall receive 230 instructional minutes, a minimum of 90 of which shall be synchronous per student daily.
- 4.02.4 3rd grade students shall receive 230 instructional minutes, a minimum of 90 of which shall be synchronous per student daily.
- 4.02.5 4th-5th grade students shall receive 240 instructional minutes, a minimum of 120 of which shall be synchronous per student daily.
- 4.02.6 6th-8th grade students at K-8 schools receive 240 instructional minutes, a minimum of 120 of which shall be synchronous per student daily.

Middle School Instructional Minutes

4.03 6th-8th grade students shall receive 240 instructional minutes by attending seven 30 minute periods daily and six 5-minute passing periods. A minimum of 20 minutes synchronous per period for a daily minimum of 140 shall be synchronous daily.

Meetings Times

- 4.04 Bargaining Unit Members will have the following:
- 4.04.1 Forty-Five (45) minutes of Asynchronous monitoring, Collaboration twice a week.
 - 4.04.2 Forty-Five (45) minutes of District Led PD/Collaboration/Staff Meeting, twice a week with the exception of the 7 early teacher release days.
 - 4.04.3 Forty-Five (45) minutes IEP/Asynchronous Monitoring once a week.
 - 4.04.4 Thirty (30) minutes daily prep time (Traditional Middle School).
 - 4.04.5 Sixty-one (61) minutes daily office hours (Traditional Middle School).
- 4.05 The District shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.
- 4.06 In order to provide equitable access to the educational program, special education and other related services, for pupils with an individualized education plan (IEP), the District shall ensure that all IEPs can be executed in a distance learning environment.

- 4.06.1 Special Education teachers will continue to have the support of para-professionals as in the CBA.
- 4.07 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level.
- 4.08 Bargaining unit members shall determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback. BUMs will report non-participation to the site administrator and/or attendance clerk for additional outreach and follow-up.
- 4.09 Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- 4.10 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
- 4.11 Bargaining unit members providing service may work remotely or may access and work from their assigned classroom/office workspace during regular school hours as they deem necessary. Teachers must be available during the established school hours and daily schedule. Administrators will notify bargaining unit members if their regularly assigned workspace has been occupied, entered or visited by any other individual, with the exception to the normal custodial staff. However, Bargaining Unit Members will be notified of substitute custodial staff. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following all safety and health requirements in Sections 2.0 and 3.0 of this MOU.
- 4.12 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher, principal and parents. All signed consent forms will be housed on site and will be logged in AERIES. Consent form needs to specify "No Recording." Teachers will be provided with a copy or list of all

signed consent forms.

- 4.13 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning.

Distance Learning Accountability Requirements

- 4.14 Bargaining Unit Members shall document daily attendance. A pupil who does not attend all sessions in distance learning when assigned to do so shall be documented as tardy or left early by communicating with the attendance clerk.

- 4.15 Evidence of daily student participation in distance learning shall be obtained using: evidence of participation in online activities, completion of regular assignments and/or assessments; and contacts between employees of the District and pupils or parents or guardians.

- 4.15.1 Administrators will have access to all instructional learning platforms and meetings involving students in a manner that duplicates in person walk-throughs and consistent with the CBA.

- 4.16 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal. Bargaining unit members shall be "held harmless" while using communication platforms to deliver distance learning. Consent forms shall specify "No Recording."

5.0 FAILED SUBSTITUTE COVERAGE

Distance Learning

- 5.01 If a certificated bargaining unit member must be absent and a substitute is not available the class may be instructed by an administrator or any other district credentialed employee until such time as the bargaining unit member or substitute teacher becomes available. Classified employees shall not substitute teach a class but may be used to assist students already assigned work by their regular classroom teacher.

- 5.02 Bargaining Unit Members may volunteer to take split classes when a substitute is not available, but shall not be required by administration to take a split class. Compensation will fall under the CBA.

- 5.03 Each Bargaining unit member shall provide 3 days of emergency sub plans.

6.0 DAYS AND HOURS

In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

6.01 Any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting.

Training Days or Hours

6.02 Negotiated professional development days will continue (8/5/2020, 11/30/2020 & 4/5/2021) as outlined in CBA and will be completed virtually per CDC guidelines. Additional Voluntary Training Days or equivalent work hours may be offered by the District. Such additional trainings shall be added within the member's current work year and compensated at the hourly rate of pay. Any full day voluntary trainings that may be added, within the school year, will be paid per diem.

Breaks

6.03 All member breaks should follow the CBA. No unit member shall be required to work during the duty free lunch time.

7.0 LEAVES Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

7.01 The District will follow the most recently published guidelines as stipulated in the Families First Coronavirus Response Act.

Industrial Accident Leave/Worker's Compensation

7.02 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

7.03 The District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for bargaining unit members who are diagnosed by a medical doctor with COVID-19 within fourteen (14) days of having come to work at a District site.

7.04 A Bargaining Unit Member who is out more than ten (10) days due to COVID-19 self-quarantine shall not be subject to CBA 14.01 c 5.

8.0 PAY AND BENEFITS

8.01 While working under distance learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.

9.0 EVALUATION

9.01 The period of time from the start of the school year through October 9, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on October 19, 2020, with all observations and final evaluations concluded by the designated end date in the CBA.

Pre-Probationary/ Probationary	Tenured	Final Evaluations
1st Observation Due: December 1st, 2020	Observation Due: February 2nd, 2021	May 3, 2021
2nd Observation Due: January 29, 2021		

10.0 ITINERANT TEACHERS

10.1 Itinerant teachers will coordinate with classroom teachers to provide instruction. The instructional time shall be equivalent to time provided in past practice for each student. Synchronous and asynchronous assignments shall be combined to meet the time provided to each class as in past practice, with a minimum of 50% being synchronous. This time will be counted towards the students' daily instructional minutes.

11.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

11.01 Staff and administrators who are sick are expected to remain home and shall not be permitted on a District site while sick.

11.02 If a staff member, administrator or individual tests positive for COVID-19 contact tracing will be initiated.

11.02.1 The bargaining unit member, if medically able to do so, may continue to provide instruction during distance learning. Teachers who opt to not provide instruction will be required to submit a Request for Expanded Family Medical Leave/Emergency Paid Leave form.

11.03 The District will work with the San Bernardino County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.

11.04 The District shall communicate any and all decisions about closures and

re-opening to all bargaining unit members at a school site and district wide as appropriate. A minimum of 5-day notice will be provided before changing models. Such communication shall be by email or by telephone.

11.05 The District shall adhere to the COVID guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDHP), California Department of Education (CDE), the California Department of Industrial Relation Division of Occupational Safety and Health (Cal/OSHA), and the local public health department. The parties agree to meet as soon as possible to negotiate the impact and effects of any revision or updates to those guidelines.

12.0 TRAINING

12.01 Consistent with federal, state, and local public health officer guidelines, appropriate staff shall be trained in areas relevant to their position, including but not limited to:

12.01.1 Reinforcing the importance of health and safety practices and protocols;

12.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;

12.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;

12.01.4 Health screening protocols and procedures;

12.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;

12.01.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;

12.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and

12.01.8 Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

12.02 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.

12.03 The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional required training hours or days

not already provided for in the CBA.

12.04 The three (3) additional Corona Virus Target Solutions assignments will be completed during one 45-minute site staff meeting/PD time.

13.0 ACCOMMODATION

13.01 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

13.02 When a bargaining unit member has documentation of a high risk condition from their medical provider that states they cannot return to work or that they need accommodations, the district will follow the American with Disabilities Act "ADA" and "FEHA" Guidelines and initiate the interactive process in a timely manner.

14.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

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

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

15.0 GRIEVANCE AND EXPEDITED ARBITRATION

15.01 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

15.02 Due to the potential urgency of disputes connected to providing and maintaining safe and healthy schools for all students, staff, and their families, according to the provisions of this MOU, an expedited arbitration process may be entered into by mutual agreement of both Parties:

15.02.1 The dispute will skip all levels after an informal conference and move directly to binding arbitration before an arbitrator mutually selected by the Parties.

15.02.2 At least ten (10) workdays prior to the hearing, the Parties shall exchange a list of witnesses each intends to call as well as any documents or other material the party expects to be introduced not previously provided.

15.02.3 Time limits for the hearing shall be mutually agreed upon by the Parties. The following shall be prohibited: written briefs, court reporters and electronic transcription.

15.02.4 The arbitrator shall issue oral decisions at the close of the hearing, and decisions of the arbitrator shall be binding and final and shall not constitute precedent in other cases.

15.02.5 Each party shall bear its own expenses, and the arbitration

fees shall be shared equally by both parties.

16.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately consult on the implementation. The parties understand the Coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as either party deems necessary. The parties reserve the right to negotiate any additional impacts of school reopening, including a hybrid model, in the 2020/2021 school year.

17.0 DURATION

17.01 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.

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

DocuSigned by:

Laura Pennington-Juarez

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Laura Pennington-Juarez
President
Adelanto District Teachers' Association

7/31/2020

Date

Andrea Credille

Andrea Credille
Chief Personnel Officer
Adelanto Elementary School District

7/31/2020

Date