

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LARKSPUR CORTE MADERA SCHOOL DISTRICT
AND
LARKSPUR CORTE MADERA EDUCATORS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.**

August 6, 2020

The Larkspur Corte Madera District (“District”) and the Larkspur Corte Madera 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.

Following the guidance of state or local public health authorities, 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 “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.
- 1.02 “Cohort” – is a group of students, which is designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19.
- 1.03 “Common Equipment” – is any school equipment 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” – face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.06 “Hand Sanitizer” – must contain at least 60% ethyl alcohol.
- 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 in compliance with state or local public health guidelines.

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.01 The District shall provide PPE to all unit members and students who are required to report to school sites.
- 2.02 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 2.03 If the District is unable to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

Face Covering Requirements

- 2.04 Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors in compliance with state or local public health guidelines. This applies to all staff, all students, all administrators, and any visitors on campus. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.
 - 2.04.1 Face coverings shall not be required for students or staff if there is a medical or behavioral reason for not wearing the face covering which is verified in writing from a medical professional or behavioral specialist.
- 2.05 For unit members and students who cannot wear a mask according to section 2.04.1, face shields with neck drapes tucked into the shirt shall be used.
- 2.06 N95 masks, if available, will be provided to unit members who have a verified medical need and unit members who are caring for individuals at work who get sick at the worksite with possible symptoms of COVID-19 illness.

Hand Washing Requirements

- 2.07 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.08 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and upon entering a classroom.

- 2.9 The following hand washing requirements will be implemented:
- 2.9.1 Every room with a sink shall be stocked with soap, and medically effective hand sanitizer.
 - 2.9.2 Every classroom shall be provided medically effective hand sanitizer.
 - 2.9.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
 - 2.9.4 Hand sanitizer shall be provided at each ingress and egress point on a school campus.
 - 2.9.5 If the District is unable to provide sufficient soap and hand sanitizer for the day, classrooms without soap/hand sanitizer will be sent home for the day. Unit members sent home due to lack of soap/hand sanitizer will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient soap/hand sanitizer is available.

3.0 IN-PERSON LEARNING

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all of the provisions below. If the District is unable to maintain all of the provisions in Sections 2.0 and 3.0, then the District will offer an educational program according to the provisions of Section 4.0 – Distance Learning/Hybrid Learning of this MOU.

Public Health Guidelines and Orders

- 3.01 The District shall follow current 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 Marin County Department of Public Health.
- 3.02 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

- 3.03 The District shall ensure minimum physical distancing in compliance with state or local public health guidelines between all educator and student workspaces, and between all employee workspaces.
- 3.04 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
- 3.05 In rare situations in a classroom where the minimum physical distancing is not practicable because that requirement is insufficient to provide necessary academic instruction or assessments as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than distance in compliance with state or local public health guidelines between individuals shall be minimized to the extent possible.

- 3.06 The exception to 3.05 is in emergency situations where the environmental threat supersedes the necessity for physical distancing.

Lunch

- 3.07 The in-person instructional day will be modified and lunch will not be held on campus. Staggered dismissals will begin no later than 1:00 PM.
- 3.08 Staff shall be entitled to a duty-free lunch period of at-least forty-five (45) minutes each workday as per our CBA. Any faculty, department, or grade level meetings shall begin after the 45-minute lunch period.
- 3.09 The staff lounge will be closed and shared refrigerators, shared coffee makers, shared microwaves, and other shared appliances shall not be used.

One-Way Directions/Movement

- 3.10 In order to help maintain physical distancing requirements in common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways where practicable. These pathways shall be clearly marked to indicate the direction of travel in compliance with state or local public health guidelines.

School Ingress and Egress Points

- 3.11 School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.
- 3.12 Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.
- 3.13 Unit members shall meet their assigned student cohorts in designated outdoor spaces for entry and exit of the school site. Staff without an assigned cohort may be assigned supervisory duties and will be provided a face shield with neck drapes.
- 3.14 School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter work days for unit members.

Recess/Student Break Times

- 3.15 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and/or break times for both students and unit members consistent with the following:
- 3.15.1 All recess and/or break times shall be designed to maintain cohort stability.
 - 3.15.2 Recess and/or break times shall be staggered to minimize the number of different people with whom staff and students interact.
 - 3.15.3 Unit members shall have at least one morning break per day. All breaks shall be without student supervision responsibilities.

Meetings and Gatherings

- 3.16 Meetings shall be virtual during the pandemic (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings,

parent meetings, and parent-teacher conferences). When possible meetings shall be scheduled during non-instructional time. If not practicable then staff members shall be provided with a student-free workspace to attend any virtual meetings during instructional time.

- 3.17 For large in-person gatherings (i.e. school assemblies) guidelines established by Marin County Department of Public Health will be followed.

Student Cohorts

Teachers will have one model of instruction per cohort (AM and PM or typical class size per LCMSD COVID Response: Instructional Models). If there is a need for a teacher to have more than one model of instruction in one cohort (e.g. AM cohort consists of 10 in-person students and 5 distance learning only students) then the teacher shall receive additional pay for each distance learning only student prorated at \$850 per school year per student. Distance learning only students will participate in the in-person instruction via Zoom and be provided small group instruction similar to in-person students.

Elementary Schools (TK-5)

- 3.18 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each trimester with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts.
- 3.19 Student cohort sizes shall not exceed 15 students, with the exception of teachers who are teaching a class with some in-person students and some distance learning students. The total number of students assigned to AM Cohort and PM Cohort shall not exceed class sizes in the CBA.
- 3.20 Students should remain in their same workspace as much as practicable.
- 3.20.1 If students need to move to other workspaces the space should be properly cleaned after its use and before a new cohort of students use the workspace.
- 3.21 Each student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.
- 3.22 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- 3.23 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the primary cohort teacher shall use virtual methods of interacting with the student cohort, where possible. Specialized instruction (EL, special education, intervention) may be provided through a pull-out model within cohorts.

Secondary Schools (Grades 6-12)

- 3.24 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each trimester, with an assigned primary cohort teacher or teachers, and systems are in place at the school site to prevent the mixing of classroom cohorts.

- 3.25 Student cohort sizes shall not exceed 15 students, with the exception of teachers who are teaching a class with some in-person students and some distance learning students. The total number of students assigned to AM Cohort and PM Cohort shall not exceed class sizes in the CBA.
- 3.26 Students should remain in their same workspace as much as practicable.
 - 3.26.1 If students need to move to other workspaces the space should be properly cleaned after its use and before a new cohort of students use the workspace.
- 3.27 Each student's belongings shall be separated and stored in individually labeled storage containers, cabinets, cubbies, or areas.
- 3.28 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- 3.29 If students are assigned more than one course per day, the following options exist to maintain cohort stability:
 - 3.29.1 Student cohorts will remain in one classroom location during the school day. Unit members assigned to provide instruction to students in the cohort will rotate between cohorts during different class periods. Specialized instruction (EL, special education, intervention) may be provided through a pull-out model within cohorts.
 - 3.29.1.1 Teacher work spaces will be cleaned between uses by the staff member that is exiting the space.
- 3.30 Unit members who rotate between classroom spaces shall be provided a rolling cart. The District shall structure the class schedule to minimize as much as possible the number of total contacts, minimize the distance unit members must travel between classes, and provide assistance to those who have physical barriers to such movement.
- 3.31 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the cohort teacher shall use virtual methods of interacting with the student cohort, where possible.
 - 3.31.1 1.0 FTE unit members shall not interact in person more than eight (8) stable student cohorts in one day.
 - 3.31.2 Administration shall collaborate with school staff to create an in-person school schedule.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

- 3.32 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.
- 3.33 Daily cleaning and disinfecting as described in Section 3.32 shall be done primarily by trained custodial personnel. Certificated unit members may be required to perform cleaning and disinfecting (e.g. workstation disinfecting during passing periods, student movement within the

classroom). Classrooms will be cleaned by trained custodial personnel in between each school day.

Decontamination of Classroom Spaces

- 3.34 If an individual tests positive for COVID-19, the District will disinfect the classrooms for which the positive cohort was present.

Air Ventilation and Filtration

- 3.35 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.
- 3.36 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.
- 3.36.1 HVAC air filters shall be equipped with HEPA filters and changed at the recommended intervals.
- 3.36.2 Portable classrooms and/or other classroom spaces or workspaces without adequate central HVAC shall be equipped with HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
- 3.36.3 If an individual tests positive for COVID-19, the District will replace HVAC filters for the classrooms for which the positive cohort was present.

Health Screening, Testing, Notification, and Contact Tracing

3.37 There will be a district-wide registered School Nurse, as well as a licensed vocational nurse and/or school community health liaison available for the safety and health of all students, staff, and visitors to the campus. The School Nurse shall:

- 3.37.1 Oversee the health screening, testing, and notification of all individuals on the school campuses;
- 3.37.2 Coordinate with the District and interface with the Marin County Public Health Department;
- 3.37.3 Implement quarantine protocols; and
- 3.37.4 Train all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.
- 3.38 The District shall ensure that all students, employees, and visitors fill out a checklist daily for symptoms associated with COVID-19 infection prior to entering school buildings, including temperature checks.
- 3.38.1 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.

3.38.2 All students and staff will be trained on these protocols and procedures.

- 3.39 Staff and students with any symptoms consistent with COVID-19 or who have had Marin County Public Health contact tracing and have been advised to self quarantine shall be sent home or sent to an isolation room on site pending travel home or to a medical facility. The District shall notify the Association President of the site location(s) where the infected individual was present during the suspected incubation/active infection period.
- 3.40 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Marin County Public Health Department.
- 3.41 All bargaining unit members shall be provided the opportunity for free, onsite COVID-19 testing in compliance with state or local public health guidelines.

Instructional Minutes

- 3.42 The parties acknowledge that according to *Education Code 43501* as amended by SB98 the 2020-21 school year minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes).
- 3.43 Instructional minutes will be determined by the instructional program implemented and may be more than the 2020-21 school year minimum instructional minutes and less than instructional minutes outlined in Article 7.4.
- 3.44 When implementing “Green” in the LCMSD COVID Response: Instructional Models (color coded), the five (5) days per week in-person instructional model through an AM/PM schedule, five (5) days per week the instructional hours will be: 8:10-11:00 (AM cohort) and 12:30-3:20 (PM cohort). The parties acknowledge that the in-person AM/PM schedule will require additional daily instructional minutes that will be delivered virtually. In this model there will be six (6) feet of social distance student to student, teacher to student, and teacher to adult.

4.0 DISTANCE LEARNING/HYBRID MODEL

Consistent with *Education Code Section 43503* as amended by SB98, and the orders and/or guidelines issued by federal, state, or local public health officers, if the District is unable to provide a safe and healthy in-person learning environment for all students as required in Sections 2.0 and 3.0, it may offer either a hybrid model(s) combining in-person learning and distance learning or a total distance learning mode of instruction.

Regardless of the District’s ability to operate in-person learning according to Sections 2.0 and 3.0, distance learning is permitted five days per week for students who are medically fragile or would be put at risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19.

- 4.01 The Parties affirm that the District shall offer in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all students, educators, and their families. This is done consistent with the provisions of this MOU.
 - 4.01.1 Teachers will have one model of instruction per cohort (Track A and Track B per LCMSD COVID Response: Instructional Models). If there is a need for a teacher to have more than one model of instruction in one cohort (e.g. Track A consists of 10 hybrid students and 5

distance learning only students) then the teacher shall receive additional pay for each distance learning only student prorated at \$850 per school year per student. Distance learning only students will participate in the in-person instruction via Zoom and be provided small group instruction similar to hybrid students.

Hybrid Model of Instruction

Elementary School Hybrid Model

4.02 In consultation with the Association, the District may implement a plan that allows for students to participate in a hybrid of in-person instruction and distance learning in alignment with state or local public health guidelines.

Secondary School Hybrid Model

4.03 In consultation with the Association, the District may implement a plan that allows for students to participate in a hybrid of in-person instruction and distance learning in alignment with state or local public health guidelines.

Distance Learning

4.04 According to SB98, all students will receive synchronous or asynchronous instruction and content five days per week either in-person or through distance learning. The content of the weekly lesson plans will be based on the district adopted curriculum and the pace of the weekly lesson plans will be developed by the unit member, grade level/department team, and site administrators based on teacher and student capacity.

4.04.1 All 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.

4.04.2 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction will primarily be in the form of virtual meeting platforms (e.g. Zoom, Google Meet) supplemented by telephonic communication, or by other means permissible under public health orders and consistent with this MOU.

4.04.2.1 This daily live interaction as identified in the District's distance learning plan, which is an ongoing collaborative plan developed with input via a committee composed of administrators and certificated staff selected by the Association (i.e. Distance Learning Committee), shall be designed to meet the needs of students at the discretion of the classroom teacher, grade-level/department team, and site administrators.

4.04.2.2 If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from students, parents, and the Association.

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 The District shall provide academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas,

such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support.

4.06.1 In order to ensure equitable access to the educational program and academic and other supports, the District may choose to provide in-person learning opportunities five (5) days per week for the students described in section 4.06 in alignment with state or local public health guidelines so long as they are part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.

4.06.2 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. If it is determined by the IEP team that a student should remain in an in-person learning environment five (5) days per week, the District shall offer in-person learning so long as the student is part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.

4.07 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.

4.07.1 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet or exceed the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher. Live instruction will consist of at least the minimums-identified in the District's distance learning plan, which is an ongoing collaborative plan developed with input via a committee composed of administrators and certificated staff selected by the Association (i.e. Distance Learning Committee).

4.07.2 When providing daily instructional minutes in a Hybrid Model, any in-person learning student schedules and any distance learning student schedules shall all be combined to meet or exceed the minimum instructional minutes. Live (in person and distance) instruction will consist of at least the minimums identified in the District's hybrid learning plan, which is an ongoing collaborative plan developed with input via a committee composed of administrators and certificated staff selected by the Association (i.e. Distance Learning Committee). The bargaining unit member workday shall remain as described in the CBA.

4.08 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, and reporting non-participation to the site administrator for additional outreach and follow-up.

4.09 Except for office hours and interactive instruction, bargaining unit members shall set their schedule asynchronously within the parameters set by the District's distance learning plan, which is an ongoing collaborative plan developed with input via a committee composed of administrators and certificated staff selected by the Association (i.e. Distance Learning Committee). Bargaining unit members are expected to 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. 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 in a total (non-hybrid) distance learning model may work remotely or may access and work from their assigned classroom/office workspace during regular school hours as they deem necessary unless their assigned workspace is being used to provide classroom space for a stable student cohort.
 - 4.11.1 Bargaining unit members who are required to conduct assessments, provide small group services that cannot be done virtually (eg. special education assessments are normed for in person testing only) may be required to report to work to perform services. The amount of time that bargaining unit members are required to complete these services will be considered part of their small group time with their distance learning students for that day.
 - 4.11.2 Administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied to provide additional spaces for physical distancing and stable cohorts. 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 Bargaining unit members shall have a plan for and provide missed content to students when they are unable to attend live lessons.
- 4.13 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 with video cameras, display boards, headphones, and any other items normally provided during in-person learning.

Distance Learning Accountability Requirements

- 4.14 The District shall document with daily reporting from bargaining unit members daily attendance/participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
 - 4.14.1 Evidence of daily student attendance/participation in distance learning shall be obtained using:
 - 4.14.1.1 evidence of participation in online activities;
 - 4.14.1.2 completion of regular assignments and/or assessments; and
 - 4.14.1.3 contacts between employees of the District and pupils or parents or guardians.
 - 4.14.2 The District shall, with weekly reporting from bargaining unit members, ensure that a

record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments communicated via Alma and/or Google Classroom/Google Suite.

4.14.3 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three school days or 60% of the instructional days in a school week. These procedures shall require school site administrators, certificated staff, or classified staff to make contact with the pupil's parents or guardians pursuant to the requirements of *Education Code Sections 43504(f)*.

4.14.4 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning and 4.16.2.

5.0 SUBSTITUTE COVERAGE

In-Person Learning

5.01 The school site administrator may seek volunteers from the bargaining unit who are not primarily assigned to teach a stable student cohort to provide in-person instruction to the cohort in the event of a teacher absence.

5.02 In no event shall two (2) or more stable student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.

Distance Learning/Hybrid Model

5.03 The school site administrator may seek volunteers from the bargaining unit who are not primarily assigned to teach a stable student cohort to provide any necessary instructional minutes to students, to provide daily live interaction, or to assist students as needed in the event of a teacher absence. A unit member assigned to full-time distance learning may volunteer to temporarily cover the additional workload so long as the work can still be provided within their regular workday described in the CBA.

6.0 DAYS AND HOURS

Classroom Preparation Days

6.01 As already provided for in the CBA, bargaining unit members shall be provided two (2) staff development days and two (2) teacher work days prior to the start of the return of students. These days shall be non-student days and the content of the staff development days will be for the purpose of unit members preparing for the distance learning/hybrid model.

In-Person Unit Member Daily Start Time

6.02 Unit members shall report to work according to the bargaining unit member start time in the CBA or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same as provided for in the CBA.

6.03 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

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

- 6.04 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.

2020-2021 Academic Calendar

- 6.05 The Parties agree to meet and consult regarding the current 2020-2021 school year calendar to schedule all necessary days based on the academic instructional model(s) used including all student free days (teacher work days and professional development days).

7.0 LEAVES

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

- 7.01 For unit member self-care:

A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

- 7.02 For unit members to care for others:

A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave. The District will pay 2/3 of a unit member's full salary regardless of per diem pay limits in the FFCRA. Unit members may use paid leave to make up the remaining 1/3 of their salary. For unit members to care for others:

Paid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

- 7.03 In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall be able to use accumulated sick leave and other available paid leaves. When a member has exhausted all applicable paid leaves, they shall be placed on unpaid leave and the district will pay the medical benefit cap so the unit member can continue to receive their health benefits.

Industrial Accident Leave/Worker's Compensation

- 7.04 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.

8.0 TRANSFERS AND ASSIGNMENTS

- 8.01 The following procedures shall apply to the assignment of distance learning remote work:

8.01.1 The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least three (3) calendar days following the posting date.

- 8.01.2 The unit member's request for a distance learning remote work assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the distance learning remote work assignment because either they or someone in their household is at high risk for infection and illness associated with COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation, unless the unit member requests an accommodation.
- 8.01.3 Priority for distance learning remote work assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is at high risk for infection or illness associated with COVID-19, in order of hire date seniority with the District.
- 8.01.4 If after giving priority of assignment to bargaining unit members according to Section 8.01.3, there is additional distance learning remote work available, the remaining assignments shall be filled in order of hire date seniority with the District for unit members with the appropriate credential qualifications.

9.0 CHILDCARE

9.01 The District will investigate childcare options for teachers.

10.0 PAY AND BENEFITS

- 10.01 While working under an in-person learning model, a hybrid model, or a total 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.
- 10.02 The District shall reimburse all bargaining unit members for reasonable costs associated with purchasing equipment, or improving home internet bandwidth, or instructional materials not provided by the District directly related to providing distance learning or a hybrid learning model of instruction. Such purchases shall be approved in advance by a site administrator. Such reimbursement shall be compensated up to \$500 per unit member for the 2020-2021 school year.
- 10.03 Any bargaining unit members that provide substitute coverage for an in-person class cohort, distance learning class, or hybrid class shall be paid the extracurricular duties hourly rate of pay for their time worked.
- 10.04 If additional training, including the presentation of required video programs, is required outside of our traditional meeting times, bargaining unit members shall be paid the extracurricular duties hourly rate of pay for their time worked.

11.0 EVALUATION

- 11.01 The period of time from the start of the school year through September 30, 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 1, 2020, with all observations and final evaluations concluded by the designated end date

in the CBA. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

12.0 SPECIALISTS (i.e. ELECTIVE TEACHERS)/PHYSICAL EDUCATION

- 12.01 Unit members that provide instruction to multiple stable student cohorts in one school day shall be provided N95 masks if available due their increased interactions with students.
- 12.02 1.0 FTE Specialists (i.e. elective teachers) and physical education teachers shall not interact in person with more than eight (8) stable student cohorts in one day.
- 12.03 Specialists, elective teachers, and physical education teachers shall prepare daily lesson plans based on academic content standards that provides an equivalent level of rigor as in-person learning for stable student cohorts engaged in in-person learning as well as for students engaged in distance learning or a hybrid model of instruction.
 - 12.03.1 Elementary school specialists shall prepare one lesson per grade level per week.
 - 12.03.2 Specialists, elective teachers, and physical education teachers may be assigned to work outside of their instructional program. Elementary school specialists shall provide an equitable amount of student contact time per day as elementary teachers.
- 12.04 Daily work schedules shall be provided by school site administration.
- 12.05 Assignments that typically have large performance-based classes (band, music, drama, PE) shall only be assigned stable student cohort groups based on local or state public health guidelines. Any in-person classroom activity that necessitates an increased behavioral risk (such as singing, playing and instrument, or close physical contact) shall be offered only if consistent with current State or local public health guidelines. If such activities are determined to be unsafe, then alternative lessons (such as music theory, music appreciation, string or percussion instruments, physical education with distance requirements, etc.) shall be provided.

13.0 PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER

- 13.01 All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including but not limited to counselors, librarians, speech-language pathologists, psychologists, social workers, teachers on assignment, academic coaches, and nurses) shall maintain all physical distancing, PPE and safety requirements in this MOU.
- 13.02 Staff described in Section 13.01 shall provide their services virtually wherever possible in order to limit their total daily contacts and shall limit their daily in-person contacts to no more than 120 students.
- 13.03 Physical distancing and PPE requirements are to be maintained in all workstations and office settings. If physical distancing per state or local public health guidelines is not possible due to office/room size limitations, and in order to maintain student confidentiality or privacy, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than state or local public health physical distancing guidelines shall be minimized to the greatest extent possible.

14.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 14.01 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 14.02 If a staff member, administrator, or student, associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and follow all quarantine procedures of the Marin County Health Department or State of California Department of Public Health. During this period of quarantine, students will receive distance learning. The District or site administrator will ensure that the students will have a certificated teacher providing distance learning instruction. The bargaining unit member, if medically able to do so, shall continue to provide instruction to the cohort through distance learning. The unit member being quarantined will use a transitional instruction plan, which includes a live interaction component, for 1 day to support the transition to distance learning.
- 14.03 The District will work with the Marin 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.
- 14.04 If directed or recommended by a federal, state, or local public health officer, the District shall close the entire school site or entire District as necessary. The academic program at the site or District shall transition to a total distance learning model until such time as it is deemed reasonably safe to return to an in-person or hybrid learning model. All unit members will use a transitional instruction plan, which includes a live interaction component, for 1 day to support the transition to distance learning.
- 14.05 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 14.06 The District shall communicate any and all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.
 - 14.06.1 The District shall communicate with staff members prior to a closure or re-opening.

15.0 TRAINING

- 15.01 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained during the professional development days before school starts in the following areas, including but not limited to:
 - 15.01.1 Reinforcing the importance of health and safety practices and protocols;
 - 15.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 15.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
 - 15.01.4 Health screening protocols and procedures;
 - 15.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;

- 15.01.6 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;
 - 15.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
 - 15.01.8 any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.
- 15.02 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.
- 15.03 The District shall provide 2 business days notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA.

16.0 ACCOMMODATION

- 16.01 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.
- 16.02 The District agrees to protect and support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as distance learning or working remotely if available.
- 16.03 If reasonable accommodations are not practicable, the District shall work with the employee to allow them to use available leave.
- 16.04 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- 16.05 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as “high risk,” “vulnerable,” or equivalent terminology as related to exposure to COVID-19.
- 16.06 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
- 16.06.1 Providing additional or enhanced PPE;
 - 16.06.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;
 - 16.06.3 Eliminating, reducing, or substituting non-essential job functions that create more risk of exposure;
 - 16.06.4 Moving the employee workstations; and
 - 16.06.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.

16.07 When no reasonable accommodation can be reached, the employee shall be entitled to use accumulated sick leave or other available paid and unpaid leaves.

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 GRIEVANCE

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

19.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

19.01 The District and Association agree to meet and confer through the District Advisory Panel during the pandemic to discuss textbooks, curricula, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes.

19.02 The Parties shall meet to consult to provide meaningful input into the "School Site-Specific Protection Plan" before the District submits this to the Marin County Office of Education, the local public health department, posts it at all District sites, and shares it with all stakeholder. All "School Site-Specific Protection Plans" shall be provided to the Association President or designee at least 1 business day prior to being posted at work sites.

19.03 The District shall prepare a "Learning Continuity and Attendance Plan" for the 2020-2021 school year in consultation with and reflecting meaningful input from students, the Association, and parents. The District shall provide a copy of the "Learning Continuity and Attendance Plan" in draft format at least 1 business day prior to adoption of the plan by the Board of Trustees.

19.04 The District shall provide all bargaining unit members at a school site with the individual's name, cell phone number, and work email address designated as the single point of contact from each school site and/or District work location to the Marin County Public Health Department. This individual will be tasked with updating staff with new protocols and health updates that affect the work environment.

19.05 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

20.0 Outside Employment

20.01 Unit members shall not provide paid tutoring or other educational services to students in their class. Paid tutoring or educational services of district students not in the unit member's class requires site administrator approval.

20.02 Unit members shall not provide paid tutoring or other educational services to district or non-district students at times which would conflict with the professional work day and performance of the teacher's professional duties for the district.

21.0 Child Supervision During Work Hours

21.01 When performing distance learning, a unit member may bring their children to school provided that the unit member supervises the child at all times and signs a liability waiver.

22.0 Grade Level and Department Leads

22.01 The District will seek district-wide grade level leads (K-5) and department leads (6-8) to foster collaboration and calibration of District curriculum maps and other educational activities. Grade level and department leads will be paid a stipend of \$1,000. Language Arts and Math Department Chairs shall receive their CBA stipend due to additional duties. Grade-level teams and departments shall participate in the selection process for their representative.

23.0 DURATION

23.01 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.

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

FOR THE ASSOCIATION:



8.6.2020
Date

FOR THE DISTRICT:



8.6.2020
Date