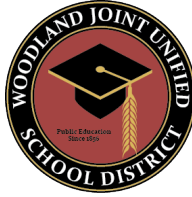


WOODLAND JOINT UNIFIED SCHOOL DISTRICT

“Excellence for All”

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District Website: www.wjUSD.org

Human Resource Services

Leanee Medina Estrada
Assistant Superintendent
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Tom Pritchard, Superintendent

WJUSD and Teacher Negotiations Update – February 17, 2021

DISTRICT PROPOSES A RETURN TO IN-PERSON, HYBRID INSTRUCTION FOR ELEMENTARY BEGINNING ON APRIL 19, 2021

The District and WEA bargaining teams met on Wednesday, February 16, 2021 specifically to pass proposals regarding the implementation of the Phase 3 Hybrid Instructional Model for grades TK-6. The District's proposal includes a staff return date of April 12, 2021 and student return date of April 19, 2021 for all TK-6 students. The District's proposal included two (2) days for a "Welcome Back" schedule where TK, K and 1st grade students would be invited to visit campus ahead of the return to school date. The District's proposal also includes limited in-person support for grades 7-12 to begin April 19, 2021, and provides flexibility for principals and teachers to identify the students needing additional supports. The District's proposal reemphasizes the importance of following all CDC, CDPH and Yolo County health and safety guidelines. The District also presented the proposed hybrid instructional schedules approved by the Board of Trustees.

Unfortunately, the teachers' union passed a proposal that will not allow TK-6 students to return to any model of in-person instruction within the next 6-8 months. Specifically, their proposal demands that all teachers receive "the full required dosing of a coronavirus vaccination and the full amount of time for the vaccine to become fully effective," before returning to in-person instruction. The CDC and CDPH guidance does not require teachers to be fully vaccinated before returning to the classroom. The union's proposal includes a "pupil free" day each week where teachers would not have any live interaction with students, despite state requirements for daily live interaction. In essence, the proposal indicates that teachers will have one (1) full day free from interaction with students regardless of the length of the week. The union's proposal also conditions in-person instruction on the installation of "carbon dioxide monitors", and verification of "readiness" of each classroom to be performed by a "Certified Testing, Adjusting and Balancing Technician."

The proposals and the District's proposed instructional schedules are attached. The teams will meet again on Monday, February 22 to continue negotiations on Phase 3 – Hybrid Instructional Model for grades TK-6.

WJUSD Negotiations Team

Leanee Medina Estrada, Assistant Superintendent, Human Resources
Lewis Wiley, Jr., Associate Superintendent, Business Services
Christina Lambie, Executive Director, Teaching and Learning
Shelley Friery, Principal, Lee Middle School
Eddie Gonzales, Principal, Freeman Elementary School

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WOODLAND JOINT UNIFIED SCHOOL DISTRICT
AND
WOODLAND EDUCATION ASSOCIATION**

**REGARDING THE IMPACTS AND EFFECTS FOR PHASE 3 OF REOPENING
FOR THE 2020-2021 SCHOOL YEAR**

**HYBRID INSTRUCTIONAL MODEL - ELEMENTARY
February 17, 2021**

Woodland Joint Unified School District (“District”) and Woodland Education Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the impacts and effects for Phase 3 (Hybrid Instructional Model) for the re-opening of schools during the 2020-2021 school year. This MOU will serve as the supplemental agreement regarding the impacts of COVID-19 on the terms of the current Collective Bargaining Agreement (CBA). Unless otherwise stipulated below, all components of the current CBA between WEA and the District not addressed by the terms of this MOU shall remain in full effect. ***This MOU shall apply during the Hybrid Instructional Model and builds upon the previous MOU’s related to school reopening in the 2020-2021 school year (Phase 1 MOU, signed August 14, 2020 and Phase 2 MOU signed December 18, 2020).*** Accordingly, the Parties agree that in the event the District must return to any prior Phase, the applicable MOU shall apply. The Parties further agree that all applicable terms set forth in the previous MOU’s not stated herein shall apply during the Hybrid Instructional Model.

The Parties acknowledge that on January 14, 2021, the California Department of Public Health (CDPH) issued the [“COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”](#). In accordance with this guidance, if schools had not previously reopened **and** if the county is in the Purple Tier under the state’s Blueprint for a Safer Economy, K-6 schools can reopen if the adjusted case rate is less than 25/100,000 and grades 7-12 can reopen if the adjusted case rate is less than 7/100,000. At the time of this agreement, Yolo County is in the Purple Tier.

Last Week’s Tier Level: Purple <small>(As of 2/9)</small>	This Week’s Tier Level: Purple <small>(As of 2/16)</small>
13.7 Adjusted Case Rate	6.6 Adjusted Case Rate
2.8% Positivity Rate (7-day avg.)	1.8% Positivity Rate (7-day avg.)
9% Health Equity Quartile Positivity Rate	5.7% Health Equity Quartile Positivity Rate
Yolo County will remain in the Purple Tier (Widespread) until at least: February 23, 2021* <small>* This date may change. Tier assignment will be overruled if the Regional Stay Home Order is issued.</small>	
Regional Stay Home Order Exit:	Effective: 01/12/21 <small>The Greater Sacramento Region is no longer under the Regional Stay Home Order and now falls back under the State’s Blueprint for a Safer Economy’s tiered framework.</small>

In addition, Yolo County and CDPH Guidelines allow for the reopening of secondary schools for in-person instruction when the county has been in the Red Tier for 5 consecutive days.

This agreement sets forth the terms that the Parties have agreed upon for the Hybrid Instructional Model in accordance with this guidance.

1. Adherence to Health Guidelines

The District shall adhere to the guidelines issued by the California Department of Public Health (CDPH), CalOSHA (Department of Industrial Relations) and the Yolo County Health Department. Should COVID-19 health and safety guidelines applicable to schools be amended by CDPH, CalOSHA or YCDPH in the period of Phase 3 of reopening, the District will meet and confer with WEA to identify any impacts of these amendments on current agreements.

Prior to reopening under this instructional model, the District will comply with the requirements relevant criteria outlined in the CDPH [“COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”](#) including the COVID-19 Safety Plan (CSP) Posting and Submission Requirements for In-Person Instruction (pages 9-13).

2. Safety

The District has developed and published the Health and Safety Plan outlining the District's safety practices and preventative measures in place in response to COVID-19. This plan is incorporated by reference and will continue to be updated as guidance from CDPH, CalOSHA and YCDPH is revised. The District's plan addresses preventative practices and safety protocols implemented in the following areas:

- Health Screening
- Social Distancing
- Face Coverings
- Gloves
- Hand Washing
- Respiratory Hygiene
- Shared Objects/Supplies
- Cleaning, Disinfection and Ventilation
- Worksite Prevention Plans and COVID-19 Response Teams
- Processes for When Students and Staff Members Become Ill Including the Use of Isolation Rooms, Contact Tracing and Reporting
- Communication Protocols for Positive COVID-19 Cases and Exposure
- Return To Work/School Requirements After Illness or Testing Positive for COVID-19
- Requirements for School Closure

In addition to the measures outlined in the Health and Safety Guide, the following protocols will be in place during Phase 3 of Reopening.

- When staff report to work in-person, the District shall provide District approved and applicable personal protective equipment and face coverings. PPE may include face shields with masks or neck drapes as is necessary.

- Face coverings shall be required consistent with CDPH and YCDPH guidelines, to be worn by staff, students, parents/guardians and other community members while on school grounds (except with eating or drinking). In the event a student is unable to wear a face covering or face shield, consistent with CDPH and YCHDP guidelines, the site administrator or program Director will collaborate with staff regarding the accommodations necessary for the student. The accommodation information shall be communicated to the applicable unit member and the appropriate PPE will be provided to the unit member.
- Classrooms will be provided with cleaning/disinfecting supplies so that a unit member may clean/disinfect equipment or other supplies in their classrooms as desired and needed.
- The District will provide hand soap and paper towels for classrooms with a sink and hand sanitizer. Unit members will follow the process established at the school site if additional supplies are needed.
- Unit members shall follow social distancing practices while at work and shall adhere to safety protocols and practices implemented and posted at their work sites.
- Prior to students returning, training will be provided to staff regarding District safety procedures and protocols for the workplace and emergency protocols specific to the school site or department.
- Classrooms and other spaces on campus will be configured to support social distancing guidelines outlined by the CDPH and YCDPH.
- Staff will participate in daily health screening that will include self-monitoring at home prior to arrival to the workplace and completion of an electronic health questionnaire.

3. Timeline for Implementation of Hybrid Instructional Model - Elementary

The Parties agree that all schools, grades TK-6, will open to the Hybrid Instructional model in the following timelines:

Grade Levels	Staff Return Date	Student Return Date
TK-6 (includes all respective Special Education programs and services)	April 12, 2021*	April 19, 2021

**Effective April 12, the instructional schedules for TK-12 will follow the sample schedule attached. There will be variations across elementary sites to accommodate differences in start time and programs.*

All staff serving these grade levels will be required to be onsite for their entire work day starting Monday, April 12. April 12 – April 14 are designated as transitional days for staff. Synchronous instructional time on these dates will be a minimum of 60 minutes but not more than ½ of the scheduled synchronous instructional time on the current instructional schedules. Students will participate in asynchronous learning for the remainder of the instructional day on these dates. The remainder of the work day for staff will be dedicated to professional development, training and planning.

4. “Welcome Back” Days - Elementary

For staff serving grades TK, K and 1st, April 15 and 16 will be “Welcome Back” days where staff will invite small groups of students in-person to classrooms for a portion of the scheduled instructional time to introduce routines and meet staff. This time will be for students only and parents/guardians would not be invited to remain on campus with their student for these periods in order to support preventative practices implemented at the school sites. Principals will collaborate with staff to schedule these dates and times. Students not on campus during this time or who are in other elementary grade levels will participate in synchronous and/or asynchronous instruction for the instructional day as referenced on the schedules. Staff in other elementary grade levels are encouraged collaborate with their principal to schedule in-person “orientation” with small groups of students on these dates. Students who may be new to a campus may be included in these days.

5. Timeline for Implementation of Limited In-Person Supports - Secondary

The Parties agree that if Yolo County has been in the Red Tier for 5 consecutive days and continuing prior to April 12, all staff assigned to grades 7-12, including non-instructional positions, will return to school sites in-person for their entire work day beginning April 12 with students remaining in distance learning. Students in these grade levels may return to in-person supports during asynchronous time (coordinated student support) beginning April 19, 2021. Principals will collaborate and coordinate with staff to determine how students will be identified and invited to participate in-person .

6. Distance Learning - Elementary

Choice of Distance Learning for Families

Parents/guardians will be allowed to request a Distance Learning (DL) or Hybrid Model (HM) model. The Parties recognize the need for possible unit member transfers and reassignments due to parent/guardian requests for the Distance Learning (DL) model. Involuntary transfers or reassignments may be initiated by the District to accommodate staffing needs during the period of this MOU and will not continue past the period of this MOU. Involuntary transfers and reassignments will be made in accordance with the provisions outlined in the CBA.

Once a parent/guardian has selected the learning model for their student the student will be required to remain in that model through the end of the 2020-2021 school year.

Distance Learning Assignments During Phase 3

Unit members wanting to teach in the Distance Learning (DL) program shall submit a request in writing (email) to their Principal.

Priority selection for DL assignments will be afforded to those unit members who, through the interactive process, have been determined to be eligible for a DL assignment as reasonable accommodation as outlined in the ADA.

Based on the number of DL requests from parents/guardians, the District, working with site Principals, will determine how many DL teachers are needed for each school site. Principals will post the positions internally for three days to their site staff. The Principal will determine final staff assignments and learning model assignments based on the responses for DL and HM learning from parents/guardians.

Unit members assigned to DL shall maintain rights to continued employment the same as if they were assigned to a HM position. Vacancies for the subsequent school year will be filled using Article 17 of the CBA. Staff assigned to new grade levels as a result of DL or HM will not have a guarantee of that same grade level in the following school year.

The District reserves the right to present additional proposals during negotiations of this Hybrid Instructional Model MOU.

AMENDMENT NO. 1
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
WOODLAND JOINT UNIFIED SCHOOL DISTRICT
AND
WOODLAND EDUCATION ASSOCIATION

REGARDING THE IMPACTS AND EFFECTS FOR PHASE 1 OF REOPENING FOR
THE 2020-2021 SCHOOL YEAR

Phase 3

February 17, 2021

The parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic during the remainder of the 2020-2021 school year as we transition to Phase 3. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread of the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. In accordance with guidance from the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and Yolo County Health Public Department (YCHPD) issued as of 1/14/2021, the parties recognize and agree that reopening under an in-person and virtual distance learning hybrid approach for grades TK-6th grade is allowable at this time as per the January 14th guidance: Yolo County has had an adjusted case rate below 25/100, 000 for at least ten consecutive days.

1. HEALTH AND SAFETY

- 1.3.2 Every unit member will be provided with cleaning/disinfecting supplies so that unit members may clean and disinfect equipment or other supplies according to protocol, that are

frequently shared between students during the instructional period.

- 1.5.1. Handwashing stations should be placed at entry/exit points and other strategic locations throughout worksites.
- 1.5.2 Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.
- 1.6.2 Facial coverings significantly reduce transmission of COVID-19. The District shall supply disposable 3-ply surgical masks (“masks”), and require the use of proper face coverings, in accordance with the strictest federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue or in very limited circumstances when performing job duties that cannot be done with a mask on shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.
 - 1.6.2.1 N95 Respirators – Respiratory protection is important and the District shall provide N95s to staff caring closely for individuals who get sick at the worksite with COVID-like symptoms or working closely with individuals unable to wear face coverings. N95s shall also be provided for staff who request it. Respirators must be fit-tested.
- 1.9 During Phase-2 3, the District will designate specific rooms/classrooms at school sites to be used separately for in-person ~~SDG~~ instruction and services commenced in Phase 2, as well as in-person assessments ~~(commenced in Phase 1)~~. The District will adhere to all CDC, CDPH, and YCDPH COVID-19 mitigation measures and sanitizing guidelines. Mitigation measures will include the installation of barriers where-in situations involving in-person services, instruction, or assessments, where at least six feet of physical distancing is not applicable.

- 1.9.1 In order to minimize the number of shared spaces throughout the day, every effort shall be made to limit the number of assessments and/or instruction/services being conducted in one space/room by different staff in a given day. Service providers such as RSP and SLP may provide services virtually to accommodate caseload and scheduling.
- 1.10 In the interest of protecting community and workplace health, any unit member may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The Employee Safety Reporting Form shall be used for this purpose. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to WEA, stating what has been done or how the unsafe condition will be addressed, corrected or rectified to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints. See attached District Form
- 1.12 School staff shall endeavor to limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize exposure and contacts. Staff not assigned as the primary cohort teacher but providing specialized services to students (counselor, itinerant, EL Specialist, migrant ed, RTI, TOSA, Paraprofessional, RSP, SLP, OT, etc.) may use an alternative space for the student to receive these specialized services. If this is not possible, virtual methods of interacting with the student may be used as approved by the site administrator.
- 1.13 Classroom space – *The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.*
- 1.13.1 The District shall ensure classroom layouts adhere to the CDC guidance.
- 1.14 *In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements.*

- 1.14.1 *Since students, parents, and staff tend to congregate in large groups at access points before and after school: School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school. Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.*
 - 1.14.2 *Unit members shall not be assigned to monitor ingress and egress locations in order to minimize the number of different people with whom a unit member interacts.*
 - 1.14.3 *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.*
- 1.15 *In-person instruction may commence in those occupied areas that are:*
- 1.15.1 *Equipped with a centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or*
 - 1.15.2 *Equipped with a centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 8, AND portable air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area.*
 - 1.15.3 *In both circumstances, occupied areas shall be equipped with carbon dioxide monitors, according to the provisions of AB 841, section 1625. The monitor will provide a carbon dioxide readings to the teacher, and an indicator light or alert system when the carbon dioxide level in a classroom or occupied area has exceeded 1,100 ppm.*
 - 1.15.4 *The readiness of each classroom shall be verified by a Certified Testing, Adjusting and Balancing (TAB) Technician who shall review the HVAC system, including its capacity and airflow, and ventilation rates in each classroom, auditorium, gymnasium, nurses' office, restroom, and other occupied areas. Certification shall be as set forth in AB 841, section 1620. The Certified TAB technician shall prepare an assessment report for each classroom or occupied space for review by a licensed professional, as set forth in AB 841,*

Section 1626. The District shall provide a copy of the assessment report(s) to the Association upon request.

1.15.5 Assessments shall include calculation of the required minimum outside ventilation rates for each occupied area based on the maximum possible occupancy and the minimum ventilation rate per occupant set forth in Table 120.1-A of Part 6 (commencing with Section 100.0) of Title 24 of the California Code of Regulations. Occupied spaces must meet the ventilation requirements of Table 120.1-A (as determined by the assessment report).

1.16 A unit member will not be required to perform in-person instruction until all safety protocols detailed in this and past agreements are in place and the unit member has received the full required dosing of a coronavirus vaccination and the full amount of time for the vaccine to become fully effective has passed.

1.16.1 Unit members who cannot be vaccinated for documented medical or bona fide religious reasons (as defined by law) shall not be required to provide in-person instruction but may be required to provide instruction via distance learning.

1.16.2 Unit members who cannot return to in-person instruction and are not given a distance learning assignment shall be placed on paid administrative leave for the duration of the school year.

1.17 The District shall actively coordinate with Yolo County Department of Public Health (YCDPH) to arrange for vaccinations of unit members on site, during work hours [and for students/parents/community members, where feasible]. The District shall notify all unit members via District email or other reliable means immediately of the availability or coming availability of the vaccine and of District and other relevant policies regarding vaccinations. The District shall assist in the scheduling of vaccination appointments. Unit members shall be released from duty without loss of pay or benefits if the vaccination appointment takes place during the workday. Unit members who become ill as a result of being vaccinated shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave.

1.18 School Closures The District shall immediately notify the Association when an outbreak occurs. The District and Association shall jointly contact the

local public health department to determine if schools and/or worksites should be closed by local direction or if the outbreak is of sufficient magnitude to cause closure pursuant to state or federal guidance. If closure is recommended by the local public health department or otherwise required by state or federal guidance, the District and Association shall immediately bargain the impact and effects of the closure.

2.Instruction

2.8.1.2 In-person instruction provided to students during the hybrid model shall occur in small, stable cohorts in a configuration of no more than sixteen total individuals, while Yolo County is in the purple tier.

2.8.1.2.1 PE, music, ELD, and any other subject matter taught by an individual that is not part of the stable cohort shall continue to be taught virtually.

2.9 The daily instructional minutes for the Phase 3 In-Person and Virtual Distance Learning Hybrid model for the 2020-2021 school year shall be as per SB98: grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes). The bargaining unit member workday shall remain as described in the CBA.

2.11.2 Unit members shall not be required to host students during non-instructional time in the elementary classroom, for example: meal time, teacher prep, etc.

2.12 The District, working with bargaining unit members and site administration, shall provide each elementary student with sufficient supplies to minimize the sharing of high-touch materials

2.13 Each elementary student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.

2.14 Unit members that provide in-person instruction during the hybrid model will do so from their regularly assigned room/classroom or in a room/classroom as designated by site administration.

2.14.1 During the 2020-21 school year and to address safety and health concerns arising out of the current COVID pandemic, student attendance shall follow A/B alternate day scheduling. The five-day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days in-person A/B instruction and one (1) pupil free day per week. When students are not present on campus, they shall be assigned asynchronous distance learning activities. Pupil free days shall be reserved for bargaining unit member preparation and planning time. No more than one hour shall be used for staff meetings and professional development during pupil free days. One (1) pupil free day per week shall be scheduled for weeks during the school year when, due to a holiday or break, the workweek is less than five days. The parties agree to meet immediately to review the current 2020-21 school year calendar to schedule all weekly pupil free days.

2.15 The District shall make every effort to avoid increases to unit member workload. Any change to the instructional schedule that increases a unit member's workload shall be compensated at the unit member's per diem rate of pay.

3. HEALTH SCREENING AND NOTIFICATION

3.3 The District will notify all families of screening requirements, and of their obligation to keep students home if they have a fever or exhibit any COVID-19 symptoms, or have had contact with persons exposed to COVID-19. The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school. Student screening shall include a temperature check conducted by either school staff at the school site or by the bus driver before a student who is bussed to school boards the bus. Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home.

3.4 If an employee or student tests positive for COVID-19, as certified in writing by a licensed health care provider or public health official, and

if such diagnosis is shared with the District, the District will notify those who may have been exposed or in close contact (as defined by CDC and CDPH) with that person. The appropriate notifications will be provided in accordance with YCDPH guidelines. *This notice shall also include a description of the COVID-19 related benefits available to unit members and the District's disinfection plan that will be implemented.* The District will follow the guidance of the Yolo County Public Health Officer for cases and contact tracing in the school community. The District shall not be required to disclose any information which is considered private, such as personal, medical, or confidential student or staff information.

3.4.1 WEA President or designee will be notified regarding any site/sites that experienced COVID-19 exposure.

3.5 *The District will participate in the testing schedule outlined in Table 3 "Testing Cadences with Support of the State of California for K-12 Schools" on pages 39 – 40 of the "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year," issued by the CDPH on January 14, 2021. The District will utilize the State of California Valencia Lab program [, or one that is substantially similar to or better in accuracy, turnaround time, and cost,] for the testing cadences.*

5. LEAVES

5.2 Unit members providing in-person assessments, instruction, or services who are placed on quarantine by a physician, county medical agency or the District, due to illness, suspected illness or exposure to COVID-19 while schools in the District are open for in-person and virtual distance learning hybrid instruction, and cannot report to the workplace will continue to work remotely in order to provide continuity of service to students and reduce substitute costs to the District.

5.3 *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 COVID-19, and an alternative or remote assignment is*

unavailable to them, such member shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.

- 5.4 In the event a bargaining unit member reporting to a worksite is unable to continue in-person instruction because they have tested positive for COVID-19 and are symptomatic, the bargaining unit member shall be placed on paid administrative leave and continue to receive their full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.

11. Travel

- 11.1 During phase 3, no unit member in the school nurse classification shall travel more than once during any given day. Should the need arise to travel to a third location, the unit member will be compensated at a prorated per diem rate of .5 hour.

12. Meetings and Trainings

- 12.2 Prior to beginning an in-person and virtual distance learning hybrid model, the first 5 days will be scheduled as virtual distance learning days with primarily asynchronous instructional and reserved for staff planning and preparation of materials, physical set up, and professional development/training on safety and other procedures related to a return to in-person instruction during the pandemic.

12.2.1 One hour in the morning shall be designated for virtual synchronous interaction, of which no less than thirty minutes shall include the whole class.

12.2.2 Two hours shall be designated for virtual admin directed staff meetings or professional development/training opportunities.

12.2.2.1 Training topics shall include COVID benefits and district and site specific health and safety protocols including but not limited to cleaning and disinfecting, quarantine and isolation procedures, contact tracing, and surveillance testing.

12.2.3 The last three hours of the duty day shall be designated as time for unit members to prepare their classrooms/workspaces and planning of lessons.

12.2.3.2 Unit members shall attend one in-person on campus staff orientation, not to exceed one hour in length, during their afternoon planning and prep time. Orientations shall be staggered throughout the week and afternoon to accommodate small groups with a minimum of six (6) feet of physical distance in between all employees for the duration of the orientation and for entering/leaving the orientation meeting.

13. Assignment of remote work:

13.1 The District shall post and notify all bargaining unit members of remote assignment vacancies via District email to all bargaining unit members. 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 3 calendar days following the posting date.

13.2 The unit member's request for a remote assignment must be submitted via email.

13.3 The request may include the reasons for the bargaining unit member's request, including that they are seeking the remote assignment because:

13.3.1 They have a medical/health issue that prevents them from teaching in-person,

13.3.2 They have someone in their household who is high risk for COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.

13.3.3 Childcare needs

13.4 These requests will be honored in the order presented above (13.3.1 then 13.3.2, then 13.3.3) by seniority.

13.5 If after giving priority of assignment to the above-mentioned individuals there are additional remote work available, the remaining assignments shall be filled by teacher requests in order of seniority.

13.6 All bargaining unit members who are reassigned or transferred as a result of the transition from the virtual distance learning phase to an in-person and virtual distance learning hybrid phase shall be returned to their prior assignment.

14. Compensation

The Association would like to discuss ways to acknowledge the impact the pandemic has on unit members' constantly changing working conditions.

The Association would like to discuss the "Thoughtful, Phased Implementation" section on page 13 of the CDPH COVID-19 Reopening and In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California 2020-21 School Year dated January 14, 2021. This discussion may lead to further proposals.

**This Phase 3 MOU alongside with Amendment No. 1 and the Phase 1 MOU shall remain in effect through Phase 3 of reopening or June 30, 2021 whichever is earlier and shall not be precedent setting nor form any basis of past practice. Unless otherwise addressed in this MOU shall be applicable from Phase 1 and 2 MOUs.*

Elementary (PreK-6th)Hybrid A/B Model

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00	Teacher Prep	Teacher Prep	Teacher Prep	Teacher Prep	Teacher Prep
8:30	Class meeting for Asynchronous Learners	Class meeting for Asynchronous Learners		Class meeting for Asynchronous Learners	Class meeting for Asynchronous Learners
9:00	Group A - In Person *Group B - Asynchronous Learning	Group A - In Person *Group B - Asynchronous Learning	Group A and B - Remote Learning (Synchronous Learning)	Group B - In Person	Group B - In Person
9:30					
10:00					
10:30					
11:00				*Group A -Asynchronous Learning	*Group A -Asynchronous Learning
11:30 - 12:30	Lunch	Lunch	Lunch	Lunch	Lunch
12:30	Group A - In Person *Group B - Asynchronous Learning	Group A - In Person *Group B - Asynchronous Learning	Group A and B - Remote Learning (Asynchronous Learning)	Group B - In Person	Group B - In Person
1:00					
1:30					
2:00	Class meeting for Asynchronous Learners	Class meeting for Asynchronous Learners	Staff Meeting/Collaboration/ Teacher Professional Development	Class meeting for Asynchronous Learners	Class meeting for Asynchronous Learners
2:30	Special Subjects Block	Special Subjects Block		Special Subjects Block	Special Subjects Block

Middle School - Remote Learning with In Person Opportunities

Monday	Tuesday	Wednesday	Thursday	Friday
Per 0 7:00-7:55		Per 0 7:00-7:55	Per 0 7:00-7:55	
Per 1 8:00 - 9:15	Per 4 8:00 - 9:15	Per 1 8:00-8:30	Per 1 8:00 - 9:15	Per 4 8:00 - 9:15
		Per 2 8:40-9:10		
Per 2 9:25-10:40	Per 5 9:25-10:40	Per 3 9:20-9:50	Per 2 9:25-10:40	Per 5 9:25-10:40
		Per 4 10:00-10:30		
Per 3 10:50-12:05	Per 6 10:50-12:05	Per 5 10:40-11:10	Per 3 10:50-12:05	Per 6 10:50-12:05
		Per 6 11:20-11:50		
Lunch 12:05-1:05	Lunch 12:05-1:05	Lunch 12:00-1:00	Lunch 12:05-1:05	Lunch 12:05-1:05
Coordinated Student Support and In-Person Opportunities or Asynchronous Learning 1:05-3:00	Coordinated Student Support and In-Person Opportunities or Asynchronous Learning 1:05-3:00	Staff Meeting/Collaboration/ Teacher Professional Development <i>Students: Asynchronous SEL Support (30 mins)</i>	Coordinated Student Support and In-Person Opportunities or Asynchronous Learning 1:05-3:00	Coordinated Student Support and In-Person Opportunities or Asynchronous Learning 1:05-3:00

High School - Remote Learning with In Person Opportunities

Monday	Tuesday	Wednesday	Thursday	Friday
Per 0 7:25-8:00	Per 0 7:25-8:00	Per 0 7:20-8:00	Per 0 7:25-8:00	Per 0 7:25-8:00
Per 1 8:00 - 9:15	Per 2 8:00 - 9:15	Per 1 8:00-8:30	Per 1 8:00 - 9:15	Per 2 8:00 - 9:15
		Per 2 8:40-9:10		
Per 3 9:25-10:40	Per 4 9:25-10:40	Per 3 9:20-9:50	Per 3 9:25-10:40	Per 4 9:25-10:40
		Per 4 10:00-10:30		
Per 5 10:50-12:05	Per 6 10:50-12:05	Per 5 10:40-11:10	Per 5 10:50-12:05	Per 6 10:50-12:05
		Per 6 11:20-11:50		
Lunch 12:05-1:05	Lunch 12:05-1:05	Lunch 12:00-1:00	Lunch 12:05-1:05	Lunch 12:05-1:05
Per 7 1:05-2:20	Coordinated Student Support and In-Person Opportunities or Asynchronous Learning 1:05-3:00	Per 7 1:00-1:30	Per 7 1:05-2:20	Coordinated Student Support and In-Person Opportunities or Asynchronous Learning 1:05-3:00
Coordinated Student Support and In-Person Opportunities or Asynchronous Learning 2:30-3:00			Coordinated Student Support and In-Person Opportunities or Asynchronous Learning 2:30-3:00	