

MEMORANDUM OF UNDERSTANDING BETWEEN THE UPLAND TEACHERS ASSOCIATION
AND
THE UPLAND UNIFIED SCHOOL DISTRICT

COVID-19 PANDEMIC AND RETURN TO SCHOOL 2020-2021

This Agreement was made and entered into this day **August 17, 2020**, by and between the Upland Teachers Association (“Association”) and the Upland Unified School District (“District”).

SECTION I: GUIDING PRINCIPLES

1. In preparation for the 2020-2021 school year, the Upland Teachers Association and the Upland Unified School District enter into this Memorandum of Understanding regarding the impacts and effects related to the COVID-19 Pandemic in the 2020-21 school year.
2. The parties recognize that we are in a time of unprecedented change for our educational system. 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 based on the best available public health data at this time, national and international best practices, and the practical realities of managing school operations.
3. The parties recognize that collaboration between local public health officials, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.
4. The Continuity Learning Plan is the articulation of a vision, not a binding document. It shall not be used as a directive to bargaining unit members (“unit members”) to work beyond the scope defined within the Upland Teachers Association-Upland Unified School District Collective Bargaining Agreement (“CBA”). The CBA shall be used as the basis for any unit member discipline, and as a standard for evaluations. [The Continuity Learning Plan](#) and the contents of this MOU shall not be used as a precedent beyond the 2020-2021 school year.
5. The District reserves the right, in consultation with the Association, to determine the instructional model(s) to be offered to students in the 2020-21 school year, in order to ensure compliance with state and local safety guidelines. To the extent those models have negotiable impacts and effects, the parties agree to meet and negotiate in a timely manner. Adjustments to the blended and distance learning instructional models/schedules shall be determined through a cooperative joint effort of the District and the Association.
6. As a minimum standard, the District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), the California Department of Education (“CDE”), and the most recent guidelines issued from the San Bernardino County Public Health department. The parties agree to meet as soon as possible to negotiate

the impact and effects of any revisions or updates to those guidelines. This MOU is also intended to incorporate and adhere to any future changes to these guidelines and orders. If those changes materially affect any of the provisions below, such that the provision is no longer compliant with CDPH or County Public Health Department guidelines and orders, the Parties agree to meet as soon as possible to negotiate the impact and effects of that change.

7. It is the intent of the District and the Association to return to a pre-COVID-19 traditional instructional schedule as soon as it is permissible and safe to do so in compliance with state and county guidelines.
8. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate any safety and/or any other impacts and effects upon unit members related to the COVID-19 pandemic as needed, to the extent such impacts and effects are not already addressed in this agreement. The Parties mutually agree to meet within five (5) working days of any new Federal, state or local guidance, directives or laws that impact unit members or are within the scope of representation.

SECTION II: INSTRUCTION

9. Unit members' class sizes and caseloads shall be maintained within the contractual boundaries of the CBA, unless otherwise agreed to in writing by the Association. Every effort will be made to maintain a balanced number of students between cohorts and among teachers in course alike and grade levels in TK-6. The District shall ensure minimum physical distancing of six (6) feet between students, between unit member and student workspaces, and between employee workspaces, to the extent practicable.
 - a. Cohorts may need to be smaller to accommodate room size and additional adults (student teachers, instructional aides, co-teachers, etc.).
 - b. Cohorts will be a maximum of 5 students for grades TK-12 moderate/severe special education classes, if space allows. Six (6) feet physical distancing must be maintained. Cohorts may need to be smaller to accommodate room size and additional adults (student teachers, instructional aides, co-teachers, etc.).
 - c. Cohorts will be a maximum of 7 students for grades TK-12 in Special Day Classes, if space allows. Six (6) feet physical distancing must be maintained. Cohorts may need to be smaller to accommodate room size and additional adults (student teachers, instructional aides, co-teachers, etc.).
 - d. Cohorts of special education students in general education collaboration class sections will be a maximum of 1/3rd of students in the section for grades 7-12, if space allows. Six (6) feet physical distancing must be maintained. Cohorts may need to be smaller to accommodate room size and additional adults (student teachers, instructional aides, co-teachers, etc.).
 - e. Cohorts will be a maximum of 6 students for emotionally disturbed special education classes, if space allows. Six (6) feet physical distancing must be maintained. Cohorts may need to be

smaller to accommodate room size and additional adults (student teachers, instructional aides, co-teachers, etc.).

- f. The average number of students in a 7-12 class section shall be 30. The maximum number of students on a 7-12 teacher's caseload at any one time shall be 90 students. The average number of students in a 7-12 Physical Education class section shall be 40. The maximum number of students on a 7-12 teacher's Physical Education caseload at any one time shall be 120 students. The average number of students in a TK-6 class section shall be as per Article 14.1.1 of the CBA. **The TK-8 Independent Study caseload is still to be negotiated.**
- g. Prior to in person instruction, unit members will walk through classrooms, work areas and other spaces and report any safety concerns to administration. Cohort size may be adjusted to meet safety protocols.
10. Unit members shall determine the content of and method of providing for distance learning based on their resources and their students' grade level(s), abilities and nature of the course(s), while continuing to adhere to the current California state subject matter and grade level standards and frameworks as well as the California Education Code and UUSD Board Policy. Distance learning will, at a minimum, meet the requirements set forth in Education Code section 43500 et seq. Unit members shall be responsible for planning appropriate, high quality, standards-based instruction, supporting diverse learners – including Special Education and exceptional needs students, English language learners, foster and homeless youth, building rapport and connections with students, regularly monitoring student work completion and participation, providing feedback to students and/or parents/guardians and responding to parents/guardians and students in a timely manner.

For the purposes of this MOU, synchronous learning refers to the daily live interaction that teachers are scheduled to provide students in designated A and B blocks. Asynchronous learning refers to students engaged in self-guided learning, completing assignments and/or working with their peers. For the 2020-2021 school year the minimum instructional minutes are as follows: TK-Kindergarten (180), 1st-3rd, (230) and 4th-12th (240). These minimum instructional minutes shall be met through a combination of synchronous and asynchronous learning.

During the required minimum instructional minutes, the following requirements will apply:

- Students shall be provided synchronous instruction daily which may include a combination of any of the following: online whole group and small group instruction, conferring with students, or teacher-initiated support time, while the remainder of students complete independent work.
- Students shall be provided asynchronous learning daily which includes a combination of assignments that are accessible through teachers' online learning platforms.
- Conferring with students for the purpose of providing feedback and support may include phone calls to students, commenting digitally on student work, and video conferencing.
- Preparation time may include, but is not limited to, the following activities:
 - Planning instruction and/or services for synchronous and asynchronous learning

- Co-planning and collaboration amongst colleagues
- Monitoring student activity
- Gathering formative and summative assessments
- Grading
- Coordination of enrichment activities
- Participating in professional development and staff meetings
- Participating in IEP, SST, and 504 meetings

- a. Due to reduced instructional minutes, the District and the Association acknowledge and agree that unit members will focus on the established priority standards in each subject area and grade level.
- b. Unit members shall be available via phone and/or online during normal school hours. It is expected that unit members will respond to communications within 48 hours.
- c. Unit members shall develop and post class expectations and information to include accessing the teacher's distance learning platform (e.g. Google Classroom), teacher contact information, textbook access information, grading policies, late work policies, assignments/homework policies, assessment policies, live interaction policies and support time/office hours.
- d. If unit members elect to work remotely during a period of school closure the unit member shall be given the opportunity to retrieve appropriate supplies and/or equipment from their classroom/workspace to help facilitate distance learning from the remote location. Unit members will be reimbursed for actual and necessary expenses incurred in the performance of distance learning duties, provided that the unit member obtains prior site administrator approval and follows all other requirements in the District's expense reimbursement procedures. Reimbursement will not be available for home internet costs and other resources that are otherwise available in the unit member's classroom.
- e. Unit members shall not be required to perform work outside of the normal Monday through Friday contractual obligations.
- f. Unit members shall not be required to make up meetings, duties, extracurricular or co-curricular assignments that are cancelled as a result of COVID-19 related circumstances.
- g. Unit members shall be responsible for communicating with students and families who are not fulfilling attendance, participation or work completion expectations. If a student continues to not meet expectations and becomes in danger of failing or a unit member is unable to make contact, the unit member shall be responsible for reporting that student to the site administrator for additional outreach and follow up.

11. **Blended Model** – During the 2020-2021 school year the blended model shall be defined as students receiving instruction through blending distance learning and in-person attendance on campus. Unit members in the blended model are expected to work and be available during their normal contractual work hours and five-day work weeks. The five-day work week (Monday through Friday) for all unit

members in the blended model shall include four (4) days in-person instruction and one (1) non-student day per week. [Link to schedule](#)

- a. When students are not present on campus, they shall be assigned asynchronous distance learning activities. In addition, all students will receive daily live interaction, as required by Education Code section 43503. In order to provide students and parents/guardians with consistency and to avoid conflicts, live interaction shall be scheduled during the blended model's assigned times each day. As described in AB 77/ ED CODE 43503 [linked here](#) and in guidance issued by the CDE, daily live interaction shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms (e.g. Google, Seesaw, Blocks). Students may be required to attend virtual learning sessions on Mondays at the teacher's discretion.
 - b. Live daily interaction should include instruction that requires student interaction with their teacher and/or classmates, instruction that engages a student in making a response, content that engages students in a visual way, and/or instruction that provides the teacher opportunities to deliver student encouragement and feedback.
 - c. Classes that are traditionally very small may be permitted to meet in-person daily as determined by the District (e.g. certain ELL or special education classes).
 - d. Students in a blended learning model may need to move to a distance learning model (and potentially return to the blended model) due to the effects of COVID-19 in their households. The District and UTA will work together to determine a plan for appropriate placement of students in this scenario that does not place an undue burden on the classroom teacher.
12. The school day [Instructional Schedules link](#) in this MOU shall be utilized by all schools; however, sites may have different bell schedules. The contract work day for all unit members, regardless of model, will adhere to the current contract language in Article 13.1.1.
- a. Elementary classes will be divided into an AM and a PM cohort that meets daily Tuesday through Friday.
 - b. Secondary classes will be divided into an AM and a PM cohort for each class period with one (1) class meeting per day within a daily rotation of three (3) periods. Three (3) classes will meet each quarter for quarters 1 & 3 (periods 1, 2 & 3) and quarters 2 & 4 (periods 4, 5 & 6) ([Instructional Schedules link](#)).
 - c. Teacher preparation time and a 30 minute duty free lunch period will be scheduled between AM and PM classes each day.
 - d. Elementary teachers will have duty between AM and PM blocks as determined by the shared decision making team.
 - e. Secondary teachers shall be assigned six (6) classes for the 2020-2021 school year.

- f. Some secondary unit members may be assigned to teach a remediation class as a 4th class (a 7/6) for one (1) or more quarters. Selection of unit members shall follow Article 13.1.4 of the CBA.
- g. Some secondary unit members may be assigned to teach intervention hours for one (1) or more quarters. Unit members will be paid at the hourly Intervention Hourly Salary Rate in Appendix B. Selection of unit members shall follow Article 13 of the CBA.

13. **Distance Learning Model** - During the 2020-2021 school year some unit members may be assigned to distance learning only while others may provide intermittent distance learning when blended learning is deemed unsafe. Distance learning shall be defined as students receiving instruction from a location away from campus via a variety of online learning platforms. The five-day work week (Monday through Friday) for all unit members in this model shall include both synchronous and asynchronous teaching and will follow the schedules in this MOU ([Instructional Schedules link](#)). The contract work day for all unit members in the distance learning model will adhere to the current contract language of Article 13.1.1.

- a. Unit members providing Home Hospital instruction shall be given flexibility in where the instruction takes place based on our stage of reopening.
- b. Working remotely, in a Distance Learning assignment or Independent Study assignment, shall not change a unit member's employment status or seniority status.

14. Unit members shall use the online learning platforms Seesaw (TK-2) or Google Classroom (TK-12) districtwide. Teachers shall create their online learning platform (Seesaw or Google Classroom) no later than the end of the professional day August 24th.

- a. The District shall provide alcohol-based wipes to sanitize borrowed devices after use.
- b. The District shall make every effort to have student email accounts operational on the first student day.

15. Preparation for Distance/Blended Learning – The first three (3)-day of the work year will be scheduled as minimum-instructional days. Classes will be in session for the first and last 90 minutes of the professional day for teacher/student introductions, relationship building and class procedure explanation.

- a. The Professional Development and Collaboration time on those first three (3) days are for trainings on synchronous and asynchronous learning, collaboration with grade level and course alike teams, and planning.

16. Elementary PE Specialists, Elementary Music Teachers, Reading Specialists and Elementary TOSAs will provide their students distance learning during asynchronous instruction as their primary means of instruction regardless of which model is being utilized.

- a. Class sizes are not applicable to a distance learning model for Elementary PE Specialists, Reading Specialists, Elementary Music Teachers and Elementary TOSAs.

SECTION III: SPECIAL EDUCATION

17. Special Education teachers and related service providers shall provide continuity of services through synchronous and asynchronous learning, as appropriate, to each student based on the student's IEP, with accommodations necessary, to ensure each IEP is executed in a distance learning environment. A distance learning plan for students is defined as a collaboratively developed plan that identifies supports and services which can be provided to the maximum extent possible during a school closure. It identifies resources and the method and frequency of communication and collaboration between providers, students and families. Special Education teachers and related service providers shall follow all IDEA, State, and District timelines and regulations. If IEP minutes or services need to be adjusted or if additional accommodations are necessary for purposes of implementing a student's IEP through a distance learning model or blended model, the case carrier or relevant related service provider shall schedule a meeting with the IEP team to make such adjustments or accommodations on the student's distance learning plan.
 - a. At the request of the parent/guardian, case carriers shall schedule an IEP meeting to discuss how the student's IEP will be implemented through the student's distance learning plan
 - b. The District shall hold all IEP, 504 and SST meetings remotely, unless an in person meeting is required by law. An in-person meeting, if requested by the parent/guardian, will be honored when possible. Case carriers, assigned to a remote, Distance Learning or Independent Study position, have the option to attend IEP meetings remotely.
 - c. The District shall follow all physical distancing and safety protocols previously described in this MOU for all in-person gatherings/meetings, including IEP, 504 and SST meetings.
18. Specialized academic instruction will be determined based on the offer of FAPE for when students are in traditional school settings. During extended periods of distance learning or blended model school schedules, the provision of SAI should be documented in the student's distance learning plan.
 - a. SAI services may be offered in group or individual settings or a combination of both, either in person or virtually as appropriate based on individual student needs and in accordance with the students' IEPs.
19. Special Education teachers shall be subject to the same expectations as General Education teachers as noted in this MOU
20. Special Education teachers will work collaboratively with general education teachers and specialists in person or via a virtual platform to accommodate, modify and/or adapt lessons based on individual student needs and in accordance with the student's IEP in a blended or distance learning model.

21. Special Education teachers of students with moderate to severe disabilities will provide continuity of learning using a variety of in-person and/or distance learning resources as appropriate to meet each student's IEP in a blended or distance learning model.
22. Specialist services, including those offered by Speech-Language Pathologists, School Psychologists, Nurses, Occupational Therapists and Adaptive Physical Education teachers, will be determined based on the offer of FAPE for when students are in traditional school settings. During extended periods of distance learning or blended model school schedules, the provision of specialist services should be documented in the student's distance learning plan.
 - a. Specialist services may be offered in group or individual settings or a combination of both, either in person, via email, via telephone or virtually as appropriate based on individual student needs and in accordance with the student's IEP.

SECTION IV: EXPANDED PROGRAMS

23. If in-person Physical Education is offered for the 2020-2021 school year,
 - a. Physical Education Teachers will be provided with disinfectant to clean supplies and equipment.
 - b. Students are expected to participate in activities without changing into PE clothes to minimize risk of spread. Six (6) feet of physical distancing will be required in PE classes, as practicable. Additional disposable masks will be provided by the district when necessary.
 - c. The use of shared equipment will be determined by state and local health guidelines. Certain shared equipment can be used at the discretion of the unit member if the equipment is easily sanitized.
 - d. Unit members who provide instruction to multiple stable student cohorts in one school day shall be provided masks and face shields due their increased interactions with students.
 - e. Unit members conducting PE or other classes with physical exertion (marching band, pep squad, athletics) where safe physical distancing of at least six (6) feet can occur, may, at the unit member's discretion, remove their own face coverings as well as allow students to remove their face coverings.
 - f. Elementary Physical Education Specialists will be responsible for teaching health standards from the state framework and may provide intervention support aligned with the district priorities of literacy, numeracy and social-emotional competency.
24. Assignments that typically have large performance-based classes (band, color/winter guard, choir, theater, dance, pep squad, ASB, athletic PE) may have stable student cohort groups of up to 30 meeting in person (with the exception of marching band which may have stable student cohort groups of up to 50).

- a. Teachers of these classes, as well as associated staff, will be provided with disinfectant to clean supplies and equipment.
- b. Students are expected to participate in activities without changing into alternative attire to minimize risk of spread. Masks are to be worn at all times (except while playing a wind instrument, or in Advanced PE) and 6 feet of distancing will be required. Additional disposable masks will be provided by the district when necessary.
- c. The use of shared equipment will be determined by state and local health guidelines. Certain shared equipment can be used at the discretion of the unit member if the equipment is easily sanitized.
- d. Unit members who provide instruction to multiple stable student cohorts in one school day shall be provided masks and face shields due their increased interactions with students.
- e. Athletics, performing arts programs, student organizations and clubs may meet in-person during after-school hours only upon District approval and in accordance with the health and safety provisions required by the District as well as with the provisions of #24 a, b, c and d above.

SECTION V: HEALTH AND SAFETY

25. If a unit member, other employee or student is showing symptoms associated with COVID-19, has had close contact with a confirmed COVID-19 infection, or has a confirmed COVID-19 infection, the District will comply with all guidelines in the CDPH document, *COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year*. The guidelines include, among other requirements, promptly notifying and sending home known contacts for a required quarantine period, if applicable. The District shall also immediately notify the Association when an outbreak occurs, provided that the notification preserves confidentiality required by state and federal laws. The District shall contact the local public health department to determine if a site should be closed. If closure is recommended by the public health department, the academic program shall, within 48 hours of the school and/or District closure, transition to a total distance learning model until such time as it is deemed reasonably safe to return to an in-person learning model.
26. All unit members will receive a daily 30 minute duty-free lunch. When students are on campus for lunch, students will eat in designated areas inside and/or outside where six (6) feet physical distancing must be maintained whenever practicable.
27. Appropriate physical distancing shall be maintained, whenever practicable, in common or shared spaces including, but not limited to cafeterias, multipurpose rooms, gyms, libraries, auditoriums, hallways, stairways, offices, restrooms, PE grounds and playgrounds. To the extent possible and practicable stairwells and hallways shall be marked for traffic in one direction and campuses as well as buildings will have designated entrances and exits.

28. The District shall require the use of facial coverings (e.g. masks - cloth, surgical, etc.) for all students, staff, parents/guardians and community members at any school site or district building. All face coverings must cover the nose and mouth and follow site dress codes.
- a. Masks and face shields shall not be required, but are recommended for students in grades preschool-2 or for students with medical apparatus which prevents or obstructs the use of the apparatus.
 - b. Individuals who cannot wear a mask because of a documented health issue or special education qualification based on an IEP or doctor's order shall instead be required to wear an appropriate or prescribed face covering.
 - c. Individuals who refuse to wear a facial covering or do not follow the site's dress code will be offered a face mask, and if refused, access to all district buildings and rooms will be denied.
 - d. In a blended learning model, masks and/or face shields will be provided to all unit members upon request.
 - e. Unit members alone in their own classrooms or offices may remove their face coverings.
29. CDPH approved masks, face shields and gloves will be provided to district nurses, staff teaching to, working with or caring closely for individuals, those unit members with high numbers of daily workplace contacts and unit members responsible for separating or supervising individuals with COVID-19 like symptoms.
30. The District shall comply with the following hand washing logistical requirements:
- a. All sinks on sites (including those not located in bathrooms) will be functioning.
 - b. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser.
 - c. Every classroom and unit member's office shall be provided hand sanitizer.
 - d. Non-classroom common work-areas and common office areas shall be provided hand sanitizer.
 - e. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked/refilled as soon as possible based on a teacher's notification to the front office that supply is running low. All sanitizers will be checked and refilled as needed nightly.
 - f. The District shall provide sufficient additional handwashing stations at each site.
 - g. Unit members shall regularly remind students about appropriate hygiene such as frequent and thorough handwashing, avoiding contact of the mouth, nose and eyes with unwashed hands, eating with unwashed hands and the use of hand sanitizer when handwashing is not practical or available.

31. Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering a classroom, office, or common area.
32. The District will provide UTA with a plan and procedure for maintaining a stock of Personal Protective Equipment (PPE), distribution of PPE and supplies to unit members, the safe storage of disinfecting agents at each school site, and descriptions of enhanced cleaning processes. This plan shall be provided before schools reopen.
33. The District shall ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least daily, as well as between class sessions, and between cohorts. Areas to be cleaned and disinfected shall include but not be limited to desks, doorknobs, light switches, thermostat switches, computer cart handles, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
 - a. TK - 6, within each cohort, classes will be self-contained, teachers will not departmentalize, and students shall not rotate to another class.
 - b. Where students move to another class and teacher, a passing period will be allocated with enough time for high surfaces to be cleaned. These high touch surfaces may be cleaned by staff and/or students as a part of their Routine Hygiene Practice each day, but these routines shall not replace daily cleaning and disinfecting.
 - c. Sufficient cleaning supplies for the Routine Hygiene Practice shall be provided to each classroom.
 - d. Cleaning and hygiene protocols training for staff and students shall take place prior to school being opened for blended learning.
34. For each classroom, non-classroom work area, and common space, a cleaning form will be posted for sign-off at the completion of a cleaning. Unit members will notify the principal if the checklist is not available or incomplete. Upon notification, a site administrator will take appropriate steps to have the area in question cleaned to minimize interruption to schedules. If a classroom is the area in question, the teacher and students will wait outside, observing physical distancing protocols, until appropriate measures are taken.
35. The District shall ensure that all employees and students are made aware of all COVID-19 protocols in order to be on campus.
 - a. Employees and students with any symptom consistent with COVID-19 shall complete a self-check acknowledgement form and be sent home or sent to an isolation room on site pending travel home.
 - b. Visitors with any symptom consistent with COVID-19 shall be denied access to the site and sent home.

- c. Staff or students who have had COVID-19 or who have had documented contact with a person with COVID-19 shall not come to work or to class until cleared by the COVID-19 Coordinator. Unit members shall reach out to Human Resources to determine their assignments during this quarantine period.

SECTION VI: PROFESSIONAL RESPONSIBILITIES

- 36. Staff meetings/Professional Development/Collaboration – The District shall not require in-person staff meetings, department meetings, professional development, or other gatherings/meetings if the District cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting. In-person meetings shall be held outdoors, if practicable. Unit members assigned to Distance Learning, Independent Study or other remote assignments shall join in-person meetings or PD remotely unless the in-person meeting or PD requires in-person interaction. Employees who fall under the Safer at Home Order of Employee Rights section VII of this MOU shall be exempt from any in person meetings.
- 37. All parent conferences for the 2020-2021 school year shall be held virtually or by telephone.
- 38. In the blended model, unit members will work on campus at least four (4) days per week. Unit members will be provided the option to work remotely on non-student days unless the meeting or training necessitates in-person interaction determined by site administration.
 - a. Unit members in Distance Learning, Independent Study and other remote assignments, may access their classrooms/offices as needed, and work from their classrooms/offices or assigned workspaces, as long as it does not interfere with classroom teaching or cleaning. During blended learning, the room cannot be used during after school hours once it has been cleaned and sanitized for the following day.
 - b. The ability to work remotely on non-student Mondays does not preclude any part of item #17b from this MOU that requires in-person meetings, and IEPs at the request of the parent/guardian for unit members not assigned solely to Distance Learning and Independent Study.
- 39. Unit members shall not be directed or required to report to any district worksite in person while working under a Distance Learning or Independent Study model unless there is a purpose that necessitates doing so as determined by administration and the association. Employees who fall under the Safer at Home Order of Employee Rights Section VII of this MOU shall be exempt from reporting to any district worksite in person meetings.
 - a. All District and site-based professional development, both optional and required, shall be provided virtually, when practicable, even if also provided in-person.

- b. In the event unit members report to a district worksite, they shall be responsible for following state, county, and local public health recommendations. While on district premises, except when working independently in their classrooms/offices, unit members shall maintain six feet physical distance between themselves and other individuals and be required to wear a face mask. Unit members who cannot wear a mask because of a documented health issue shall be required to wear an appropriate or prescribed face covering.
40. Monday non-student days are to be utilized by unit members for district and/or site-directed professional development, collaboration time, preparation time, common planning time, staff/department and/or other meetings, IEP meetings (to the extent possible) and support time/office hours. [Link to Monday Schedules](#)
- a. Collaboration time shall not be used for purposes other than collaboration, by administration during the 2020-2021 school year.
 - b. When a faculty meeting falls on a Monday holiday, the meeting may be held the following Monday.
 - c. Professional development provided by the District will be determined, in part, by input from unit members. Site professional development plans shall be developed by each site's shared decision-making body under Article 10.3 of the CBA.
 - d. Periodic optional training on specific topics shall be offered on a variety of levels and shall be part of a menu of options, to be self-selected by the member, on an as needed basis.
 - e. Unit members, excluding TOSAs who facilitate professional development sessions during their professional day will be compensated for (2) hours of preparation time at the Curriculum Planning Rate. Unit members who facilitate professional development sessions outside of their professional day will be compensated for the time they present in addition to being compensated for (2) hours of paid preparation time at the Curriculum Planning Rate.
 - f. On Mondays, teachers shall engage in the following support/office hour activities including but not limited to: providing students individual or small group support, virtual and/or on campus tutoring, enrichment, make-up testing, meetings, practices, and/or ensemble rehearsals. All activities will adhere to safety protocols.
41. The use of Aeries for recording and posting of grades shall be strongly encouraged beyond the current expectation of progress, quarter, semester and trimester grades. Unit members will establish, communicate out and maintain a regular platform for communicating student progress to students and parents/guardians and teachers will include a communication process in their class information sheets. Unit Members using another grading platform as their means for recording and communicating assignments and grades will communicate their grading/communication platform to their site administrator.

- a. In the event the grade submission calendar needs to be adjusted, the changes shall be determined through a cooperative joint effort of the District and the Association and published to all unit members.
42. Unit members will record attendance by the end of each school day.
 43. Unit members will follow school discipline procedures when students engage in inappropriate online student behavior or other inappropriate incidents occurring online during instructional interactions. If the behavior continues or escalates after a teacher attempts to resolve the issue(s), the unit member shall report the behavior to the appropriate site personnel. Unit members acting within the scope of their duties and consistent with UUSD policies shall be held harmless for any such behavior from students or others online.
 44. In the scope of their professional duties, school counselors are expected to maintain their current contractual hours and job descriptions and will schedule regular and on-going check-ins for students to assess the need for the following: tutoring assistance, access to online learning/remediation/support opportunities, support regarding access to social-emotional learning offerings and mental health services, as well as to complete/monitor 4-year plans, perform credit checks and monitor the graduation status of the students on their caseload. Counselors will collaborate with Directors of Attendance and Discipline to support students who have poor school attendance or participation. On a weekly basis, counselors will assist with the state requirement of daily live interaction by engaging with the students on their caseload on Mondays.
 45. In the scope of their professional duties, Directors of Discipline are expected to maintain their current contractual hours and job descriptions and will check-in with students who are not attending classes or participating in asynchronous or distance learning, and assess the need for support regarding access to social-emotional learning offerings and mental health services of the students on their caseload. Directors of Discipline will facilitate interventions for students who are considered at risk during distance learning, defined as being marked absent for three or more school days each school week. Interventions include but are not limited to conferences with students and families, home visit coordination, and group sessions.
 46. In person assessments shall be completed in order to gather the appropriate data to write a legally defensible assessment report, to determine the appropriate area of eligibility, and to make an appropriate offer of FAPE.
 - a. Personal Protective Equipment will be provided to both students and assessors due to close proximity between assessor and student. The District shall provide a safe space for SPED student assessment which will include six feet of distance between the proctor and the student, a plexiglass divider between the proctor and the student, and sanitized assessment tools and protocols for both the proctor and the student, unless not practicable based on the unit member's job duties.

- b. For all positions that perform one-on-one legally required student testing (e.g. School Psychologists, Speech Pathologists, Nurses, Occupational Therapists), at least one safe space per site will be set up for testing.
- c. The designated safe space previously mentioned will be equipped with a plexiglass shield, and adequate supply of PPE, including masks, gloves, and cleaning supplies. Seating will be spaced at least 6 feet apart to ensure physical distancing can be maintained when testing, unless not practicable based on the unit member's job duties.
- d. In addition, the assessment room will be sanitized after each use, whether that be daily or hourly, depending on assessment use needed at each site.
- e. Unit members assigned to remote positions will not be required to perform in-person assessments.

SECTION VII: EMPLOYEE RIGHTS

47. The parties recognize that the Centers for Disease Control ("CDC") has advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If a unit member has such an underlying health condition and that condition qualifies as a "disability" under the Americans with Disabilities Act ("ADA") or California Fair Employment and Housing Act ("FEHA"), the District and unit member will promptly engage in the interactive process to discuss whether the unit member can safely and effectively perform his or her essential duties, with or without a reasonable accommodation.

If the unit member's underlying health condition does not qualify as a "disability" under the ADA or FEHA, but does qualify under the Safer at Home Order or lives with an individual who qualifies under the Safer at Home Order, the District and unit member will, upon the unit member's completion of the COVID 19 Leave Request Form, discuss reasonable alternatives to the unit member's current assignment. The goal is to ensure the unit member can safely and effectively perform his or her essential duties. Reasonable alternatives may include, among other things, whether the unit member may effectively and safely work remotely, at a different location or in a different assignment. The parties understand that this discussion is outside of the accommodations process required by the ADA and FEHA.

- a. Safer at Home Order: Unit members may qualify for exemption from work on campus but may be assigned to work from home for the following reasons:
 - 65 years of age or older
 - Underlying health condition with documentation: Cancer, Chronic kidney disease, COPD (chronic obstructive pulmonary disease), Immunocompromised state (weakened immune system) from solid organ transplant, Obesity (body mass index [BMI] of 30 or higher), Serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies, Sickle cell disease, Type 2 diabetes mellitus
- b. Temporary Transfer to Distance Learning, Independent Study or other Remote Assignments

- i. The District will adhere to the current contract language per Article 16 to post and notify all unit members of Distance Learning, Independent Study or other remote assignment vacancies. In addition, the District shall notify all unit members of the posting via email. The unit member's request for a transfer must be submitted to Human Resources via email. It must include the reason, and supporting documentation if requested, for the transfer request.
 - ii. Priority for Distance Learning, Independent Study and other remote assignments shall be given to unit members who qualify under the Safer at Home Order or live with an individual who qualifies under the Safer at Home Order. In the event there are more unit members meeting the criteria for accommodation than positions available, unit members with 1.) a pre-existing medical condition shall be placed first in order of seniority as per Article 16 of the CBA, then unit members with 2.) an underlying high-risk condition in order of seniority as per Article 16 of the CBA, then unit members who 3.) reside with someone who has an underlying high risk condition in order of seniority as per Article 16 of the CBA, then unit members with 4.) an infant living in their home under the age of 12 months in order of seniority as per Article 16 of the CBA, and finally unit members who 5.) are pregnant in order of seniority as per Article 16 of the CBA. Any remaining Distance Learning, Independent Study, or remote positions available shall be filled first in order of District seniority within each site or within site groupings and next through District seniority, pursuant to Articles 16.5.1.4, 16.5.1.5, 16.5.1.6, 16.5.1.7, 16.5.1.8, 16.5.1.10, 16.5.1.12 and 16.5.1.13.
 - iii. In the event unit members are unable to return to in-person work because either they or someone in their household is at high risk for COVID-19, the District will make every effort to place the unit member in a remote assignment. If a remote assignment is unavailable to them, they may use available leaves and, if they still cannot work upon the exhaustion of those leaves, they may request to be placed on an unpaid leave of absence. Unit members who exhaust all leaves will be placed on the standard 39 month rehire list.
 - iv. All transfer requests, be they as reasonable alternative work placements or otherwise, shall be conditioned on the unit member having the necessary credential/qualifications.
 - v. In the event the District is in need of more unit members to fill Distant Learning, Independent Study or other remote positions than there are unit members who have volunteered/applied and have the necessary credentials/qualifications, the District shall fill the remaining positions in order of reverse seniority. In all circumstances, the District shall seek volunteers before making involuntary transfers.
 - vi. For the 2020-2021 school year only, all transfers to Distance Learning, Independent Study or other remote assignments will be considered temporary, and unit members will be returned to their current school of record when, in the case of reasonable alternative work placements, the individual no longer requires said alternative work placements, and in the case of all other unit members, when schools are returned to a traditional school year.
48. In the event that a unit member is unable to work, either in-person or remotely, the unit member may use all available leaves provided by the collective bargaining agreement and state or federal laws, including paid leave provided by the Families First Coronavirus Response Act ("FFCRA") while that leave right is in effect (currently set to expire on December 31, 2020). Paid leave under the FFCRA, if applicable, will

be used prior to any other accrued leaves provided under the collective bargaining agreement and state or federal laws. If a unit member is not eligible to receive his/her full pay when taking FFCRA leave, the unit member may elect to make up the difference in pay by using another applicable leave right.

HR 6201 ([link](#)) – the Families First Coronavirus Response Act (FFCRA): Employees may qualify for additional leave time per HR 6201/FFCRA for COVID-19 related absences by providing documentation for the following reasons:

- Unit member was diagnosed with COVID 19 by a medical professional and is in official quarantine.
- Unit member is not diagnosed, but has been advised to self-quarantine by a health provider.
- Unit member was experiencing symptoms related to COVID 19 and is currently seeking a medical diagnosis.
- Unit member is caring for an individual diagnosed with COVID 19 or who has been ordered to self-quarantine by a medical professional. With documentation, the unit member may be eligible for additional leave at a rate of 2/3 of the unit member’s normal pay.
- Unit member is experiencing another substantially-similar condition specified by the U.S. Department of Health and Human Services. With documentation, the unit member may be eligible for additional sick leave at a rate of 2/3 of the unit member’s normal pay.
- Unit member’s child’s school and/or childcare program has closed due to reasons related to COVID 19 and the unit member is unable to secure alternate care. Documentation of school or childcare program closure is required.

a. Unit members shall be permitted to utilize the leave set forth in HR 6201/FFCRA, Emergency Paid Sick Leave, before relying upon any applicable leaves set forth in the CBA while that leave right is in effect (currently set to expire on December 31, 2020).

b. Part-time unit members’ leaves under the provisions of this MOU will be prorated.

49. Unit members who are absent due to COVID-19 exposure, potential exposure, symptoms while seeking a medical diagnosis, a quarantine order or self-quarantine advisory, or have been diagnosed with COVID-19 will enter their absence(s) in the Frontline Employee Management System and contact Human Resources for the next steps in documenting leave specifically related to COVID-19. UUSD will work with unit members when they are absent from work due to any of the “qualifying reasons for leave related to COVID-19” HR 6201/ FCCRA Criteria for Leaves.

a. Unit members may be asked to provide health provider documentation regarding any leave related to COVID-19.

50. The District may, at its discretion, permit leave provided under HR 6201/FFCRA intermittently as permitted by the law (e.g. utilize in 8 hour blocks) to cover time absent on the day(s) unit members cannot report to their worksites due to COVID-19 when necessary or required, but can still continue working remotely while that leave right is in effect (currently set to expire on December 31, 2020).

51. Unit members on COVID Leave (HR 6201/the Families First Coronavirus Response Act (FFCRA) shall continue to receive their contractual compensation and benefits, including but not limited to pension and [retirement plans](#), and supplemental unemployment benefit plans to the same extent under the same conditions as apply to a leave taken for any other reason. The unit members shall receive paid health benefits during the leave period. The unit members shall retain their employee status with the District during the leave period. The leave shall not constitute a break in service for the purposes of longevity, seniority, or any employee benefit plan.
- a. If extracurricular and co-curricular duties can still occur remotely or in person, unit members shall receive stipends and/or additional pay, as provided for under Article 21 of the CBA. Extra compensation for such meetings, duties, extracurricular or co-curricular assignments will not be provided if cancelled as a result of COVID-19 related circumstances.
52. Unit members' class sizes and caseloads shall be maintained within the contractual boundaries of the CBA, unless otherwise noted in this MOU or agreed to in writing by the Association.
53. The District and the Association acknowledge and agree that the teaching and working conditions, as well as numerous other circumstances, have changed greatly for the 2020-2021 school year. These circumstances shall be considered as administrators evaluate individuals in the 2020-2021 school year and could be reflected in the final evaluation document, if necessary and appropriate.
- a. Evaluations as described in Article 18 will occur for all unit members scheduled to be evaluated in the 2020-2021 school year.
 - b. For unit members being evaluated in 2020-2021, the unit member's evaluation shall be based upon observations of in-person classes when the unit member is providing in-person instruction as part of the blended learning model, unless that is not possible due the unit member being assigned solely to distance learning or Independent Study for the year.
 - c. For unit members being evaluated in 2020-2021 who are assigned solely to Distance Learning or Independent Study for the year, administrators will be provided access to virtual classes for evaluation purposes only when unit members are delivering live instruction. Administrators will give the unit member at least 24 hours notice prior to all virtual observations.
 - d. Unit members assigned as case carrier teachers of mild/moderate special education students in grades 7-12, who are not assigned to teach an SAI class, shall be evaluated based on a modified version of the Article 18 California Standards for the Teaching Profession and Appendix H documents in the CBA, to be mutually agreed upon between the District and the Association.
 - e. Unit members' evaluations shall not be negatively impacted by technology problems nor by the lack of technology or other resources or student support in students' homes.

- f. For unit members not being evaluated in 2020-2021, administrators retain the right to visit in-person classes, and will be provided access to virtual classes only when unit members are delivering live instruction, upon notification, in order to support teachers with growth in instructional practices.
- g. Should there be no in-person learning as of October 1, 2020 as applicable to probationary and temporary unit members and November 1, 2020 as applicable to permanent unit members, virtual class observations under #54c above shall apply to unit members assigned to a blended learning model. If at any subsequent date during the year, the District enters into a blended learning model, in-person observations will then become the requirement.
- h. Administrators will have the ability to observe and attend distance learning instruction, in a non-evaluative capacity, without prior notice.

SECTION VIII: FACILITIES

- 54. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, as permitted by the HVAC systems currently in place and in accordance with CDPH guidelines. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions
 - a. All HVAC units filters will be changed according to the manufacturer's recommended timeline or earlier if deemed necessary. A log will be kept by the Maintenance Dept and available to UTA.
- 55. The District will ensure that all windows in all buildings that are designed to be opened and closed and that the requisite equipment to open them is available in each classroom and office. This will be accomplished and shared with UTA on or before August 17, 2020.

SECTION IX: COMMUNICATION

- 56. The District and the Association agree to meet upon request of either party to discuss problems concerning unit member health or safety within three (3) working days.
- 57. Unit members shall be notified as soon as possible of confirmed COVID-19 cases within the District to the extent legally permitted as well as being notified of any classroom, school or building closures due to infection.
- 58. In the interest of all unit members getting consistent messaging districtwide, all communications, notifications, processes, procedures, and guidelines originating from a designated COVID-19 Coordinator pertaining to the safety of the unit members will be disseminated directly to the unit members via email, phone call, memo or other direct means of communication while adhering to all applicable confidentiality requirements.

59. The District, through a designated COVID-19 Coordinator, will provide any information necessary, to the extent allowed by law, to the County Public Health Department for them to conduct testing and contact tracing of District employees per their protocols.
60. In the event schools are allowed to return to a blended or full traditional schedule within the 2020-2021 school year, the District will provide written notice to the Association. The parties agree to meet immediately to negotiate the impacts and effects of the transition plan prior to transitioning to either model.
- a. The parties agree to ongoing meetings to discuss transition plans.
 - b. The parties agree to negotiate the impact of the closure of one or more schools.
61. Back-To-School-Night and other normally required school sponsored events shall be held virtually. The District and Association will collaborate on a uniform method for conducting Back-To-School-Night and other normally required school sponsored events. In grades 7-12 an additional Back to School Night shall be held at the beginning of second quarter. In grades TK-6 an additional Meet and Greet Back to School Night shall be held at the beginning of the year. The minimum days for normally required school sponsored events shall be collaboratively decided between the District and the Association.
62. The Parties share joint interests in maintaining open lines of communication to facilitate the prompt discussion and resolution of issues (including during days of school recess as necessary) and in working collaboratively for the benefit of staff, students, families, and the District as issues continue to arise during the COVID-19 pandemic.

SECTION X: BUSINESS

63. The District will provide a clear process and procedure for purchasing supplies and equipment for the 2020-2021 school year. This process will include how unit members will be reimbursed for actual and necessary expenses incurred in the performance of distance learning duties.
- a. Requests for supplies and equipment for unit members to work remotely must be approved by the site principal, the Director of Purchasing, and the COVID-19 Coordinator.
 - b. Reimbursement will not be available for home Internet costs and other resources that are otherwise available in the unit member's classroom
 - c. After approval, requests for reimbursement for remote and/or COVID-19 related supplies and equipment must be submitted with an itemized receipt to the school-site principal for final approval to be reimbursed.
 - d. Any item purchased without prior approval will not be reimbursed.

SECTION XI: OTHER

- 64. In a blended learning model, the District shall offer child care options for UUSD employees through UUSD child care at a reduced rate or through an outside organization.

- 65. The district shall make every attempt to provide sufficient substitutes for absences during distance and blended learning. At the elementary level, cohorts are the students on an individual teacher’s class roster on campus during the assigned AM or PM block. At the secondary level, cohorts are the students on an individual teacher’s class roster on campus during the assigned period’s AM or PM block.
 - a. In the event that the classroom teacher or a qualified certificated substitute cannot monitor a student cohort during instructional time, other certificated staff (e.g. TOSA, Reading Specialist, PE Specialist, administrator, etc.) will be used to provide instruction.

 - b. In the event a substitute is not available, two (2) or more stable student cohorts will not be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups, unless all other options have been exhausted and social distancing can be maintained in an appropriate setting.

 - c. Substitutes will be held to the same screening measures and health protocols as all regular employees.

Dated: _____ August , 2020 _____

Dated: _____ August , 2020 _____

For the Association:

For the District:

 Debbie Glenn, Chief Negotiator
 UTA

 Sergio Canal, Ed.D. Assistant Superintendent
 Human Resources, UUSD

 Greg Lander, President
 UTA

Approved by the UUSD Board of Trustees: ____ August , 2020 ____