

ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL UNION ELEMENTARY SCHOOL DISTRICT
AND
CENTRAL UNION ELEMENTARY TEACHERS' ASSOCIATION

2020-2021 PRACTICE DURING THE COVID-19 PANDEMIC

The Central Union Elementary School District ("District") and the Central Union Elementary Teachers' Association ("CUETA") enter into this Addendum ("Addendum") to the Memorandum of Understanding ("MOU") entered into between the Parties dated September 24, 2020.

In the MOU, the Parties agreed to negotiate the effects of implementing the District's hybrid instructional model. The MOU and this Addendum are intended to address issues related to implementation of distance learning, small group instruction, and key safety issues, and further addresses issues related to the District's hybrid instructional model, in-person instruction as authorized by law, and all or any combination of instructional models. The MOU and this Addendum is also intended to address the guidance issued on January 14, 2021 from the California Department of Public Health and proposed legislation for the 2020-2021 school year regarding in-person instructional grants and school reopening criteria and requirements.

The language in this Addendum shall supplement the MOU and replace language in the MOU as set forth below. Unless otherwise noted below, all the terms of the MOU shall remain unchanged and in full effect.

The Parties represent that they have read and understand the terms of this Addendum and are authorized to execute this Addendum on behalf of their members. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.

To these ends, the Parties agree to the following:

- **Recitals**

1. The Parties agree the recitals set forth above are true.

- **Safety Conditions**

1. The following language shall be added to the Safety Conditions section of the MOU, as Paragraph 15:

15. Staff will be responsible for performing passive screening measures daily of their students, including, but not limited to, visual checks to determine whether there are any signs of illness. Staff who observe students exhibiting COVID-19 related symptoms are to follow the District protocols for reporting illness symptoms to site administrator and health services. The District shall provide training of all Staff in the increased safety protocols that are to be implemented on District campuses in response to COVID-19.

- **Instructional Requirements**

1. Paragraphs 4 through 6 shall be deleted from the MOU, in their entirety, and shall be replaced with the following:

4. All school sites will begin in-person instruction on-site, beginning November 2, 2020 phased in as follows:
 - i. November 2, 2020- Grade TK-2
 - ii. November 30, 2020- Grades 3-5
 - iii. January 11, 2021- Grades 6-8

5. Staff will provide in-person instruction, on-site, Monday, Tuesday, Thursday and Friday from 8:30 a.m. to 11:30 a.m. to those students who have elected to attend in-person. Students will be allowed to arrive at school for in-person instruction beginning at 8:15 a.m. and Staff in the corresponding grade levels will be expected to be in their classrooms ready to receive students at that time. In the interest of safety, the District may stagger start and release times for the in-person instructional window by approximately fifteen minutes. The District will provide five (5) days' advance notice to Staff of any changes to the start/release time. If a Staff member's start/release time is adjusted due to safety concerns, the virtual instructional window will also be adjusted by the same amount of time so Staff maintain an hour between the in-person release time and virtual instructional window start time. Staff will email the front office by 8:45 am if a student scheduled for in person instruction is not present.

For those students who have elected to remain in a distance learning instructional model, the virtual instructional window is designated to occur on Monday, Tuesday, Thursday and Friday from 12:30 p.m. to 2:30 p.m. However, the timeframe is flexible at school site administrator's discretion as long as the required minutes of instruction are met daily, within the scope of the contracted day. Essential standards shall be taught during the in-person and virtual instructional windows, with performance-based and/or elective classes are expected to be offered outside of these windows (for example- in-person students to receive performance based classes in the afternoon; distance learning students in the morning). During these instructional windows, Staff are to keep with the essential standards as identified by the District, and focus on supporting instruction surrounding those elements. All Staff are expected to fulfill the remaining work hours and obligations during the remainder of the day. No mandatory instruction, intervention, or meetings shall be required of Staff outside of the contract workday (8 a.m. to 4:00 p.m.), unless consented to by the Staff member.

The District's daily schedule is attached to this Addendum as Exhibit A. The Parties agree that the District's hybrid schedule will remain in place until the end of the second trimester of the 2020-2021 school year (February 26, 2021). Thereafter, the District can increase in-person, on-site, instructional minutes consistent with Health Directives. The Parties agree to rapidly and in good faith negotiate the effects of increased time allotted to in-person, on-site, instruction. The District agrees to provide notice of the intent to increase instructional minutes at least twenty-one (21) days in advance of implementation. The Parties shall immediately exchange proposals and agree on date(s) for negotiations within that 21 day period with the goal of reaching an agreement within that three week period. If an agreement cannot be reached after these good faith

negotiations within this 21 day window, the District may implement its decision but the Parties agree to continue to bargain effects of the decision, as requested by CUETA. If in-person instructional time is not increased, the District's hybrid schedule will remain in place through the end of the 2020-2021 school year.

Staff will be notified of any students who have been approved by site administration to be on independent study and the duration of the student's independent study period. With permission from site administration and the student's teacher, students on independent study will be allowed to access to distance learning for the duration of the independent study period.

If Staff members within a school-site grade level team agree and wish to propose to implement this model differently in the interest of efficiency and effectiveness for District students, they may make a proposal to the school-site administration for consideration and approval. The grade level team will work with site administration to make sure the minimum instructional minutes for all students will be met.

6. Wednesday is designated as a District/Site day for the purpose of staff meetings, District designated meeting and professional development days. All Staff are expected to be available during the 8:00 a.m. to 4:00 p.m. time frame on Wednesdays. Instruction on Wednesdays shall occur from 9 a.m. to 1 p.m. and shall be provided in distance learning for all students, in all grade levels, except for small cohort in-person services, if applicable.
2. Paragraph 10 shall be deleted from the MOU, in its entirety, and shall be replaced with the following:
 10. Staff are required to work from their assigned classroom; however, Staff with childcare issues may elect to work from home effective from August 17, 2020, until September 25, 2020 unless, during this time frame, schools within Kings County are permitted to return to in-person learning, at which time Staff will report to their assigned school site.

To elect this option, Staff will submit a written request on the appropriate District form to the Site Principal certifying the need to work from home in order to care for a child between the ages 0-17.

Beginning September 28, 2020, while the District remains in distance learning only, Staff shall be provided the option to work remotely, on site, or a hybrid option (working both remotely and on site). This option is subject to the following conditions:

- i. All temporary and probationary Staff will be required to work on site on a daily basis until the Staff member receives direction from the site principal that they are authorized to work remotely.
- ii. This option does not apply during those times scheduled by the District for small cohort in-person instruction or services for those Staff members directed by the District to provide said services.
- iii. Staff who elect to work remotely must certify in writing that they meet the following criteria:

- Staff member has proper technology available to support online learning. If technology fails, Staff member agrees to notify the District and to adjust their schedule to work onsite, as needed, in order to utilize proper technology.
 - Staff must have a distraction-free work area, wear appropriate professional attire when on line, and maintain a dedicated work space that presents a professional work environment.
 - Staff must be prepared and be on time for virtual instruction and meetings.
 - Staff must be responsive to all District communications, including emails and phone calls during work hours.
- iv. Staff must submit work location schedules for approval to site administration no later than the Friday before the week in question and must notify site administration of any changes in advance. Reasonable advance notice of at least 24 hours must be given to site administration for unscheduled site visits. Staff who are not scheduled to work on site must sign in and out at the school site office and comply with all Health Directives while on site.
- v. Staff participation in remote and on site work will be periodically reviewed by the District to determine the options' efficiency and effectiveness for students and the District. Staff must provide District and site administration with access to all Zoom Classroom information, so administrators may visit the virtual, synchronous classrooms just as they would visit classrooms during in-person instruction.
- vi. The District has the right to immediately rescind a Staff member's option to work remotely for failure to adhere to provisions of this MOU, the CBA, District policies or in the event remote instruction is deemed ineffective, upon notice to the Staff member. The District's revocation is not subject to the grievance article in the CBA or any other form of appeal.
- vii. When a grade level returns to in-person, on-site, instruction, all Staff in those grade levels or performance based classes (band, music, PE, etc.) at that site must work on site all those work days and times in-person instruction is scheduled. **All** Staff, including probationary and temporary Staff, may elect to work remotely when instructing in distance learning only (i.e. Wednesdays and all school days for those grades who have not been directed to return in-person or for small cohorts), unless the remote work option has been revoked, as stated above. Additionally, for all grade levels or performance based classes, when on-site/in-person instruction is in place, Staff may elect to provide instruction remotely during the afternoon distance learning instructional period in the hybrid model in Exhibit A for those students opting to continue in the virtual format (i.e. Monday, Tuesday, Thursday, Friday afternoons).

- **Instructional Day Schedule**

1. Paragraphs 2 through 6 shall be deleted from the MOU, in their entirety, and replaced with the following:

2. Staff will develop daily schedules of learning and related activities to account for all tasks to be completed during in-person instruction and/or during the virtual instructional window for distance learners, as well as the additional hours which comprise the teacher work day outside of the professional day authorization. Daily schedules will be provided electronically to the site administration.
3. A minimum standard of 120 minutes of daily live instruction for distance learners shall include live online whole group and small group instruction daily. The division of instructional time between whole group and small group instruction shall be determined based on the needs of students.

Staff have the option to simultaneously teach in person while administering distance learning, should the student's needs call for it. This option is intended to offer additional instructional options to students who have elected to remain in distance learning based on their needs and will not eliminate the Staff member's obligation to provide instruction during the virtual instructional window as defined above.

4. In addition to the minimum of 120 minutes of daily live instruction, the virtual instructional window for distance learners shall also include dedicated time to additional small group instruction and conferring with students, while the remainder of students may be engaged in time valued asynchronous learning assignments.

Asynchronous learning assignments may be required for students, both who are receiving in-person instruction and instruction via distance learning. Staff shall ensure all students meet the minimum daily instructional minutes for the 2020-2021 school year.

5. Upon notice to Staff, the District may require Staff to record distance learning live/synchronous virtual instruction for educational purposes. The District will provide parents/guardians/students with a code of distance learning conduct that establishes expectations for students and their parents/guardians, and which prohibits the unauthorized recording or redistribution of online lessons by any party other than the District, without prior consent from the teacher and principal.
6. Outside of instructional time (both in-person and/or distance learning), as defined above, the remaining flex time/contracted hours of the Staff work day, may include, but is not limited to, the following activities:
 - a. Planning instruction and/or services for synchronous and asynchronous learning
 - b. Co-planning and collaboration amongst colleagues
 - c. Monitoring student activity
 - d. Grading
 - e. Participating in Professional Learning Communities, staff development and staff meetings
 - f. Participating in IEP, SST, and 504 meetings

- **Leaves**

1. Paragraphs 1 – 7 shall be deleted from the MOU, in their entirety, and replaced with the following:
 1. The Families First Coronavirus Response Act ("FFCRA") expired December 31, 2020. The FFCRA provided for additional/expanded leave options for COVID-19 related reasons,

including quarantines and illness for Staff. At this time, the FFCRA has not been extended.

2. Absent additional extension of the FFCRA, or other federal or state intervention that provides for similar leave for COVID-19 related reasons, the District will, beginning on January 11, 2021 through June 4, 2021 school year, provide the following leave options for Staff:
 - a. Staff who have been required to quarantine by a health care provider/local health officer/pursuant to law or who have tested positive for COVID-19 will be provided ten (10) days total of quarantine leave, pursuant to Education Code section 44964 and 44962. If Staff qualify, this leave can be utilized prior to any existing leaves under the CBA or pursuant to law.
 - b. Staff members are only entitled to ten days of COVID-19 quarantine leave during the time frame listed above. Following the exhaustion of the ten days of COVID-19 quarantine leave, Staff will utilize any qualifying leave options, paid or unpaid, available pursuant to the CBA for any continued absence for COVID-19 related reasons.
 - c. Except in cases where Staff have been directed by the District to quarantine as required by law, Staff will be required to provide notification to the Human Resources office when utilizing this leave option. This notification includes documentation from a health care provider recommending or requiring the Staff member to quarantine or evidence of positive test results for the specific Staff member. This information will be kept confidential, and will only be used to substantiate the request for COVID-19 quarantine leave.
 - d. Staff under a quarantine who are able to continue to perform their duties during the quarantine period will be able to provide instruction during the virtual instructional window. The District will secure a substitute for the in-person instructional window at the site, and apply a pro-rated deduction from the Staff member's COVID-19 quarantine leave allotment. Substitutes will be secured for those Staff unable to perform duties during this leave and the Staff's COVID-19 quarantine leave entitlement will be deducted one full day of leave for each day of absence. Substitute plans will be requested (full-day plans for those who are unable to perform duties; in-person only for those who remain able to perform duties remotely) to assist with continuity of learning.
 - e. During the 10 days of COVID-19 quarantine leave, Staff shall receive their regular rate of pay and will not have any salary deduction (i.e., cost of sub), even if the Staff member has exhausted all available paid leave options prior to utilizing COVID-19 quarantine leave.
 - f. If there is an additional extension of the FFCRA, or other federal or state intervention that provides for similar leave for COVID-19 related reasons, any quarantine leave will be eliminated prospectively from the effective date of the new leave entitlement and any quarantine leave utilized as of that date will be deducted from the new leave entitlement retroactively.
 - g. This COVID-19 quarantine leave shall expire June 4, 2021 and shall not accumulate or carry-over to succeeding school years if unused. This leave shall not be compensable.

EXHIBIT A

2020-2021 School Year Daily Schedule

(Beginning November 2, 2020 for grades TK-2; November 30, 2020 for grades 3-5
and January 11, 2021 for grades 6-8)

Daily Schedule Example					
	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 8:30 AM					
8:30 to 9:00 AM	Onsite (for those selecting this Option)	Onsite (for those selecting this Option)	All Students with Virtual/Distance learning	Onsite (for those selecting this Option)	Onsite (for those selecting this Option)
9:00 to 9:30 AM					
9:30 to 10:00 AM					
10:00 - 10:30 AM					
10:30 to 11:00 AM					
11:00 to 11:30 AM					
11:30 to 12:00 PM	Teacher Break	Teacher Break		Teacher Break	Teacher Break
12:00 to 12:30 PM					
12:30 to 1:00 PM	Virtual with Distance Learners	Virtual with Distance Learners	Teacher Break	Virtual with Distance Learners	Virtual with Distance Learners
1:00 to 1:30 PM					
1:30 to 2:00 PM					
2:00 to 2:30 PM			Teacher Collaboration and Professional Learning Communities		
2:30 to 3:00 PM					
3:00 to 3:30 PM					
3:30 to 4:00 PM					