

**Memorandum of Understanding BETWEEN
LOS BANOS UNIFIED SCHOOL DISTRICT AND LOS BANOS
TEACHERS' ASSOCIATION REGARDING COVID-19 DISTANCE
LEARNING**

Los Banos Unified School District ("District") and **Los Banos Teachers' Association** ("Association") enter this Memorandum of Understanding ("MOU") regarding Distance Learning issues related to ("COVID-19") for the 2020-2021 school year, until conditions are met for LBUSD to safely transition to an agreed upon "Hybrid", or an **in person**, Learning Model.

The District and Association agree to follow the federal and state Declarations of Emergency, applicable Executive Orders from the Governor, California Department of Education guidance, Merced County Department of Public Health (DPH) guidance, directives, resolutions, and orders. In preparation for the 2020-2021 school year, the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of the Merced County Department of Public Health officials to prevent illness and contain the spread of the virus. It is the goal of the District and Association to offer in-person instruction to the greatest extent possible as it becomes safe again. The District will offer distance learning until in-person, or Hybrid, model instruction is safe.

1. Safety:

The District's expectation is that unit members will report to their classrooms to deliver distance learning instruction. Unit members requiring a short-term remote location may deliver distance learning from off campus under the conditions below and must notify their site principal in advance of their status and the number of days they will be working remotely.

- a. He/she is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 for the duration of the order.
- b. She/he has been advised by a health care provider to self-quarantine related to COVID-19 (maximum total of 10 work days per self-quarantine period). See Section 15 for long-term accommodation requests.
- c. He/she is experiencing COVID-19 symptoms and is seeking a medical diagnosis (maximum 10 work days per illness)
- d. He/she is caring for an immediate family member subject to the situations described in a. or b, above. Same time limits apply.
- e. He/she is caring for their child whose school or place of care is closed (or childcare provider is unavailable and the need for child care is short-term in nature.

Unit members shall notify a site administrator in advance of their need to work remotely for short term child-care reasons and specify the length of the arrangement. There is a maximum of 5 work days per notification, and a total of 10 work days for the duration of distance learning. An additional 10 days of short term childcare leave may be granted by Human Resources on a case by case basis.

f. Unit members may bring their children to school while engaged in distance learning subject to the following conditions:

1. Children must be between the ages of 5 and 17.
2. Unit members must keep their children in their work-space/classroom. Unit members are responsible for supervising their children at all times.
3. Children shall use only designated restrooms.
4. Unit members will execute a waiver of liability to hold harmless the District as follows:

"The member will assume full responsibility for the supervision of their children while on campus and waive any claims of liability to the District related to any injury or illness as a result of failure to exercise reasonable care in supervising their children."

5. Unit members must ensure that their children do not negatively impact instruction.
6. Children must adhere to local requirements that all persons on the school site wear a mask at all times and follow social distancing and other local, State and federal public health guidelines.
7. Children who do not follow these rules may be barred from further access to the school site and the unit member prohibited from bringing that child on campus.

- g. For reasons a. through d, above, unit members shall provide a medical verification from a doctor or appropriate public health official verifying the need to temporarily work remotely.
- h. In-person meetings shall be eliminated during the pandemic (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, distribution of devices and/or school supplies, and parent-teacher conferences). All meetings shall be held virtually and shall be scheduled during contracted non-instructional hours. Large gatherings i.e. school assemblies, Back-To-School Night, Open House, and Promotion/Graduation meetings or ceremonies shall be held virtually or cancelled for the duration of distance learning, and the remainder of the 2020-2021 school year unless they can be held in a safe format as determined by Federal, state, and local public health restrictions. Voluntary one-on-one or small group meetings with students for the purpose of acquainting them with their teacher and school shall be permitted so long as masks are worn, there is proper social distancing (currently 6 feet for one on one or small group contacts) and the meeting otherwise complies with federal, state and local public health guidance.
- i. Under the current distance learning model, Bargaining Unit members may access and work from their classroom/office worksite during school hours. When a Bargaining Unit member enters a district worksite they will sign in and out virtually. The Bargaining Unit members shall be responsible for following Federal, state, county, local public health, and district recommendations. Bargaining Unit members shall maintain physical distancing between themselves and other indi-

viduals and be required to wear a face mask except when alone in their classroom consistent with State or local public health guidance.

- j. The District will communicate to all bargaining unit members and classified staff that access to classroom space is restricted while unit members are using their classrooms. Bargaining unit members and classified staff should not enter another teacher's classroom during the duty day unless the unit member agrees for the person to be present. Administrators may access classrooms so long as they maintain physical distancing and wear masks per state or local public health guidance.
- k. No Bargaining Unit members will be required to share a classroom with another individual. All Unit members shall have their own workspace which may or may not be located on their assigned school site. In the event that an onsite classroom is made available by a fully remote teacher, this workspace will be made available to a "displaced teacher" rather than a space on an alternate site.

2. Regarding Distance Learning the parties agree to the following:

- a. The parties agree to follow S.B. 98 and other California law concerning distance learning. (Education Code Section 43503)
- a. Distance learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to: (Education Code Section 43500)
 - i. Interaction, instruction, and check-ins between teachers and students through the use of a computer or communications technology.
 - ii. Video or audio instruction in which the primary mode of communication between the student and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
 - iii. The use of print materials incorporating assignments that are the subject of written or oral feedback.
- b. Distance learning shall include the following: (Education Code 43503)
 - i. Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.
 - ii. Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
 - iii. Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English Learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.
 - iv. Special education, related services, and any other services required by a student's Individualized Education Program (IEP) with accommodations necessary to ensure that IEP can be executed in a distance learning environment.
 - v. Designated and integrated instruction in English language development including assessment of English language proficiency, support to access

curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.

- vi. Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction shall have a daily component of live interaction via Zoom, Google Meets, or other District approved platforms that facilitate live interaction in compliance with State guidelines. Daily live interaction is two-way communication between a certificated employee and student each instructional day, at the actual time of occurrence. Daily live interaction is required for every student with both a certificated employee and their student peers. This interaction may also take the form of electronic or telephonic communication, or by other means permissible under public health orders.

3. **Special Education:** Each Individualized Education Program (IEP) must include a description of the means by which the IEP will be provided under emergency conditions in which instruction or services, or both, cannot be provided to the student either at the school or in person for more than 10 school days. Necessary updates shall be completed virtually. The description should be developed by the IEP team and included in an IEP amendment or the next annual IEP. If "Distance Learning Plans" are required, the parties will consult regarding the template and process. The description shall include the following: (Education Code Section 56345)
 - a. Special education and related services.
 - b. Supplementary aids and services.
 - c. Transition services, as defined in Section 56345.1
 - d. Extended school year services pursuant to Section 300.106 of Title 34 of the Code of Federal Regulations.

4. **Student Attendance and Participation:** The District shall adhere to student participation and absenteeism requirements. (Education Code Section 43504)
 - a. The Bargaining Unit member will document daily participation for each student on each school day, in whole or in part, for which distance learning is provided per state and the District's Learning Continuity and Attendance Plan.
 - b. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the District and students or parents or guardians. A student who does not participate in distance learning on a school day shall be documented as absent for that school day.
 - c. The District shall ensure that a weekly engagement record is completed for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.
 - d. A student who does not participate daily in distance learning shall be deemed absent by the District. The District shall use documentation of the absence for purposes of reporting its chronic absenteeism rates in its local control and accountability plan.
 - e. The District shall develop written procedures for tiered reengagement strategies for all students who are absent from distance learning for more than three

school days or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to:

- i. Verification of current contact information for each enrolled student;
- ii. Daily notification to parents or guardians of absences;
- iii. A plan for outreach from the school to determine student needs including connection with health and social services as necessary.

5. Preparation Time to Implement Distance Learning

- a. Two Staff Development Days and two Teacher Orientation days are currently included in the CBA.
- b. Per the CBA, additional, voluntary Staff Development/Professional Development work days, if offered, shall be paid at per diem compensation rates, equivalent to base salary divided by 184 (number of contract days).

6. Evaluations

- a. Distance learning materials generated by teachers will be available for review by the District on the distance learning platforms utilized by the teachers. Administrators may visit online classes, Google Classrooms, Meets, etc.
- b. To the greatest extent possible, Bargaining Unit members will continue to abide by Education Code Section 43503 (distance learning) and the LBUSD Ethical and Acceptable Use Policy when working remotely. Disciplinary action shall not be initiated against any unit member for inappropriate or unprofessional actions or situations that arise during any online instruction except for unprofessional behavior done by the unit member directly.
 - i. Evaluation timelines and current satisfactory status are to be placed on hold "as is" for the remainder of the 2020-2021 school year except where explicitly required by California's education code i.e. probationary teachers, and permanent teachers in the PAR program.

7. PPE and Safety Protocols: In the event a bargaining unit member is on campus for work the following language will pertain.

- a. Personal Protective Equipment ("PPE")
 - i. The District shall provide PPE to all unit members and students for every day that unit members are required to report to school sites.
 - ii. In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
 - iii. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
 - iv. If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay.
- b. Face Covering Requirements
 - i. Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors. This applies to all staff. The District shall develop and share with staff a plan to deal with staff who are not in compliance with the face covering requirements.

- ii. Face coverings shall not be required for staff if there is a medical reason verified in writing from a medical professional
- iii. For unit members who cannot wear a mask. District provided face shields with neck drapes tucked into the shirt shall be used.
 - 1. N95 respirators, if available, shall be fit-tested and provided to:
 - a. Unit members caring for individuals at the worksite who get sick with possible symptoms of COVID-19 illness; and
 - b. Unit members with high number of daily workplace contacts or to unit members who request in writing N95 respirators due to professional or personal health concerns.Unit members shall not be required to submit a note from a medical professional when making this request.

c. Hand Washing Requirements

- i. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- ii. All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.
- iii. The District shall comply with the following hand washing requirements:
 - 1. rooms with a sink shall be stocked with soap, medically effective hand sanitizer and hand dryers/paper towels.
 - 2. Every classroom shall be provided medically effective hand sanitizer.
- iv. Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
- v. Hand sanitizer or portable hand washing stations shall be provided at each designated ingress and egress point on a school campus.
- vi. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked daily, throughout the day as soon as possible after a shortage is reported, and prior to the beginning of each day that staff are on campus.

8. Daily Cleaning and Disinfecting

- a. The District shall ensure that all utilized classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. The District shall ensure that all high traffic spaces including, but not limited to restrooms and common spaces are cleaned and disinfected a minimum of three times daily, with the third time being after the school day. Staff lounges and kitchens shall be closed. Access to copy machines and other necessary equipment will be available.
- b. Daily cleaning and disinfecting as described in 14. a. i. shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.
- c. Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.

9. Decontamination of Classroom Spaces

- a. Decontamination of utilized classroom spaces and staff workspaces shall be completed after COVID-19 infection(s) are reported at the site pursuant to state or local public health guidelines. Decontamination shall be done by trained, qualified professionals. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff.

10. Health Screening, Testing, Notification, and Contact Tracing

- a. Staff, and students, with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 as defined by state and local public health guidance shall stay home or, if on a school site be sent home or to a medical facility.
- b. Upon notification that an employee has been infected with COVID-19, the District shall immediately initiate contact tracing procedures in conjunction with the Merced County Public Health Department. All persons who may have come in contact with the infected individual, defined by state and local public health guidance, shall be notified within 24 hours or according to Merced County Department of health guidelines. The District shall notify the Association President of the school campus where the infected individual was present.

11. Communication, Collaboration, Privacy, and Security

- a. Staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be determined by District or site administration. All collaboration shall be conducted virtually.
- b. Bargaining unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement. Bargaining unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available). All staff meetings (per the CBA, up to 1 meeting each month for a maximum of 1 hour) will be scheduled during contracted non-instructional time.
- c. Bargaining Unit members are not required to conduct live recorded video of themselves. Unit members choosing not to record live/virtual instruction shall instead provide either a small group, or one-to-one check in.
- d. Students will only be permitted to participate in live video/audio lessons after the District has secured parent/guardian permission for such activity and agreed to the District's acceptable use policy.

12. Technical Support and Supplies: The District shall provide all necessary equipment, internet connections, hot spots, and any other necessary equipment to deliver distance learning. Teachers shall make every effort to avoid damage to District equipment other than normal wear and tear. If a bargaining unit member chooses to provide printed materials to students, the District shall be responsible for printing and distributing such materials to students.

- a. The District shall provide bargaining unit members with access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors

and/or staff, as well as instruction on distance learning platforms and instructional materials.

- b. The District will provide bargaining unit members with \$200 per school year to purchase instructional materials. Such purchases shall be approved in advance by the site administrator. Said approval shall not be withheld for arbitrary or capricious reasons

13. Curriculum Content, Workday, and Leaves

- a. Bargaining Unit members shall determine the means and method for providing distance learning based on appropriate standards-based instruction and assessments, available core instruction materials, their resources, and their students' ability to access the curriculum in alignment with state standards. Under the current distance learning model, Bargaining Unit members shall be responsible for planning appropriate state standards-based instruction and assessments, responding to parents and students, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up. Administrators will have access to lesson plans, lessons and assessments on the electronic platform (Google Classroom/Google Drive/Edgenuity/APEX). Unit members will not be required to further distribute lessons and assessments.
- b. Bargaining Unit members shall develop and post a syllabus/class information with information on accessing the District's Learning Management System (Aeries/Google Classroom/Edgenuity/APEX), curriculum, virtual standards, contact information, grading policy, and office hours/interactive instruction.
- c. Bargaining Unit members are expected to work and be available in accordance with Article V. Working Hours. Bargaining unit members shall not engage in alternate paid employment during the contract workday of 8 a.m.-3:30 p.m.
- d. While working under the current distance learning model, Bargaining Unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, Bargaining Unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement. Any regular Bargaining Unit member may be paid full salary due to COVID-19 quarantine, including work site closure, when the bargaining unit member is performing distance learning duties from a remote location.
- e. All other absences and leave requests will follow Article IX Leaves except that members will also be able to access Families First Coronavirus Response Act (FFCRA) leave (currently expires December 31, 2020.). Members using the FFCRA will retain the right to return to their current work assignment.
- f. If a unit member will be absent and therefore not be able to provide the required synchronous time for a period or day, they will provide the time-valued assignment that would meet the daily scheduled minutes through email or learning management system prior to the scheduled meeting time and report the absence per the CBA. The District will arrange for the daily live interaction.
- g. If a unit member will not be able to provide the required synchronous time for a period or day for more than two consecutive meetings of a given class/period, they will provide as much notice as possible and two days worth of time-valued assignment for a substitute. They must report the absence prior to the start of the scheduled class. The District will arrange for the daily live interaction.

14. Scheduling

[See TA/MOU dated August 7, 2020]

15. SPECIALTY AREAS

[See TA/MOU dated August 7, 2020]

16. ACCOMMODATION

- a. The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19. Members requesting accommodation due to a medical condition are required to provide a medical verification of the need for accommodation in accordance with the District's procedures for accommodations of individuals with disabilities.
- b. Unit members who are 65 or older, may submit a request for a reasonable accommodation to teach remotely during distance learning
- c. Members who have requested an accommodation may work remotely while awaiting the result of an interactive accommodation process.
- d. Working remotely shall not be denied for arbitrary or capricious reasons.
- e. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

17. Miscellaneous/Other Provisions

- a. In preparation for the State/County/District determining schools are safe to reopen, the District and Association shall negotiate a Hybrid Learning Model MOU or in-person instruction and provide at least 3 business days notice to all unit members to prepare for return to the classroom with students.
- b. Before the first workday in person back to District work sites all District classrooms/facilities shall be cleaned/disinfected pursuant to the requirement(s) of local, state, and/or federal health authorities (and in accordance with any previously agreed to conditions between the parties).

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

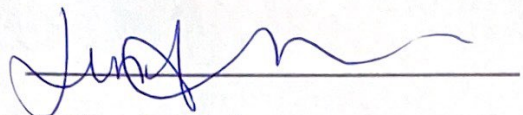
This MOU resolves the negotiable effects of distance learning due to COVID-19 for the 2020-2021 school year. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures.


This MOU shall be operational upon signing by both represented parties. This MOU will expire in full without precedent on June 30, 2021, or until schools' in person instruction is re-

commenced by the District, whichever occurs first, unless extended by mutual written agreement.

DATE: 8/25/20

DATE: 8/24/2020


For The Association


For The District

Ratified by LBTA on 8/24 /2020